



AGENDA OF THE COMMON COUNCIL

TUESDAY, JULY 15, 2025, 6:00 PM

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

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

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

Or call in by phone: +1 312 626 6799

Meeting ID: 892 7469 6903

Passcode: 209710

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

B. Roll Call.

- 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 24, 2025 meeting.

F. Approval of the Agenda.

- I. Approval of the agenda for the Tuesday, July 15, 2025, meeting of the Common Council.

G. Report by the Mayor.

H. Announcements.

I. Ordinances - Second Reading for Adoption.

1. General Ordinance No. 16-25
An ordinance amending various Sections of Chapter 44, Green Bay Municipal Code, relating to Mail Distribution Facilities.
2. Miscellaneous Ordinance No. 01-25
An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay related to the Future Land Use of property located at 500 Day Street (Parcel 7-1) from Industrial to Downtown (CPA 24-05).
3. Zoning Ordinance No. 04-25
An ordinance rezoning property located at 500 Day Street (Parcel 7-1) from General Industrial District to Down Town District Two (ZP 24-48).

J. Report of the Redevelopment Authority (July 8, 2025).

1. To approve Development Agreement 25-07 with Grand Boulevard Apartments LLC for the development of 0 Grand Boulevard (Tax Parcel 23-243-1), and authority for the Director to approve a collateral assignment, subject to legal review.

The Common Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Common Council 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 and recommend to the Common Council the City of Green Bay's Five-Year (2025-2029) Consolidated Plan and 2025 Annual Action Plan.

K. Report of the Improvement & Services Committee (July 9, 2025).

1. To approve the request by Broadway Realty, LLC to enter into a Developer's Agreement for the installation of pavement and all utilities related to the development of The Pines subdivision on Parcel 21-1229.
2. To approve the request by Bay Settlement Investments, LLC to enter into a Developer's Agreement for the installation of pavement and all utilities related to the development of Eaton Heights Third Addition subdivision.
3. To approve Director of Public Works to enter into professional services agreements with six engineering firms for future stormwater engineering services on an as-needed basis.
4. To approve Director of Public Works to enter into professional services agreements with five engineering firms for future sanitary sewer engineering services on an as-needed basis.
5. To approve the request by Department of Public Works to remove Reed Street-Oxford Avenue to Allard Street, Oxford Avenue-Dousman Street to Reed Street, N. Maple Avenue-Walnut Street to Kellogg Street, Deuchert Street-Danz Avenue to W. Termini, Westway Drive-Pleasant Lane to Hillcrest Drive, and Pleasant Lane-W. Mason Street to Westway Drive from the 2025 Pavement CIP Program and substitute in Howard Street-12th

to Oakland Avenue, Hazel Street-School Place to Shawano Avenue, and Oak Street-Howard Street South to RR tracks.

6. To approve the request by Department of Public Works to add N. Grandview Road to the 2025 pavement replacement program.
7. To approve the request by Department of Public Works to grant a ten (10) year payback period for the sidewalk replacement assessment of \$3,437.00 for 2507 Newberry Avenue.
8. To approve the request by Department of Public Works to approve the award of sole source contract 2025 RAY NITSCHKE CONTROLS PROGRAMMING to Faith Technologies, Inc. in the amount of \$50,089.00.
9. To receive and place on file the report of the award of contract BRIDGE 3-25 (BRIDGE MAINTENANCE & CONCRETE REPAIRS) to Lunda Construction in the amount of \$299,562.00.
10. 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. Reedy Concrete Construction, Inc.
- b. Dansi Flatworx
- c. Capital R. Coatings, LLC

11. To receive and place on file the request by Oneida Tribe to enter into a Developer's Agreement for installation of pavement and all utilities related to the development of the Cattail Marsh subdivision.

L. Report of the Protection & Policy Committee (July 7, 2025).

1. To approve an appeal by Melissa Fischer regarding the denial of her operator's license.
2. To approve a limited expansion of licensed premises for Overtime Grill & Pub at 1423 S Broadway St, described as "fence in parking lot to extend area for open beverages and keep people safe in our enclosed area" for the following dates: July 18, 19, 20, July 24, 25, 26, August 7, 8, 9, August 21, 22, 23 and September 13, 14, 15.
3. To approve the listed alcohol beverage renewal license applications to obtain a "Class B" liquor and Class "B" beer, pending the approval of the proper authorities:
 1. A&B's Pub at 324 N Roosevelt St
 2. Hampton Inn Green Bay Downtown at 201 Main St
4. To approve the listed alcohol beverage renewal license to obtain a "Class A" liquor and Class "A" beer, pending approval of the proper authorities:
 1. Dino Stop #7846 at 1828 S Ashland Ave
5. To approve a 2024-25 original application for a "Class B" liquor and Class "B" license for Jill's Bar at 613 Bodart St with a licensed premises of "main bar, office, back tiki bar".

6. To approve a 2024-25 original application for "Class B" liquor and Class "B" beer license for Zeelife0908 LLC (The Razz) at 400 Schoen St with a license premises of "main bar, downstairs storage, cooler, office patio".
7. To approve a 2024-25 original application for "Class B" liquor and Class "B" beer license for Plume Wine Bar at 304 Pine St with a license premises of "self-serve wine bar, kitchen, dining area, sidewalk cafe".
8. To approve a 2024-25 original application for "Class A" liquor and Class "A" beer license for Mason Beverages LLC (Gerczak's Liquor & Catering) at 1244 Velp Av with a license premises of "in cooler, office, storeroom, on the shelves, behind the counter, inside the building".
9. To approve a 2024-25 original application for a "Class B" liquor and a Class "B" beer license for ChanhSamay Bounket (1st & Goal) at 2148 University Ave with a license premises of "alcohol will be stored in walking cooler & coolers behind bar. Dining room, bar, patio".
10. To approve a 2024-25 original application for "Class B" liquor and Class "B" beer license for Sainaam LLC (Washington Ballroom) at 351 S Washington St with a premise description of "bar, restaurant and ballroom, kitchen and storage area".
11. To approve G.O. 17-25, an ordinance Amending Section 6-3(e) Relating to License to Keep Hens.
12. To approve G.O. 13-25 Relating to Emergency Proclamation.
13. To approve G.O. 14-25 Relating to Emergency Management.
14. To approve a resolution regarding conversion therapy.
15. Informational: The release of 2 "Class B" liquor and Class "B" beer licenses at the start of the business day on July 16, 2025 to the pool of available liquor licenses due to no renewal application filed for the 2025-2026 license year (Sarai Nicole Buie at 114 S Broadway and Cole J Ductan at 126 S Broadway).
16. Informational: Green Bay Police Department Violation Report for liquor and massage establishments.

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

1. Report of the Green Bay Police Department granting operator licenses

N. Report of the Plan Commission (July 7, 2025).

1. To approve a request to amend the Smart Growth 2022 Comprehensive Plan for 3520 and 3542 Finger Road from a combination of Low/Medium Density Residential, Parks and School future land-use to Medium Intensity Retail Office Housing (MIROH) land-use, submitted by Dean Dequaine MJMB Properties LLC., on behalf of Green Bay Area Public Schools, property owner. (CPA 25-04 Plan Commission Meeting July 7, 2025).
2. To approve a request to rezone 3520 and 3542 Finger Road from Low-Density Residential (R1) to Office-Residential (OR) zoning, submitted by Dean Dequaine MJMB Properties LLC.,

on behalf of Green Bay Area Public Schools, property owner. (ZP 25-16 Plan Commission Meeting July 7, 2025).

3. To approve a request to create a 15-lot preliminary plat (Eaton Heights Third Addition) that includes public street dedication at 911 Spartan Road (Parcel 21-8371), subject to the following condition:

I. The Eaton Heights Third Addition Preliminary Plat review comments from June 19, 2025, shall be addressed on the Eaton Heights Third Addition Pre-Final Plat.

Submitted by Troy Hewitt of Robert E. Lee and Associates, on behalf of Bay Settlement Investments, LLC, property owners. (CP 25-04 Plan Commission Meeting, July 7, 2025).

O. Report of the Finance Committee (July 8, 2025).

1. To accept the 2026 WDOJ Specialized Training Grant for \$18,562.00.

P. Report of the Park Committee (July 9, 2025).

1. To approve continuing to fund the 10-week City Band concert series at St. James Park in our annual budget.
2. To deny the request by the owner of 531 S. Oakland Avenue to waive the \$3,841.00 unauthorized tree removal fee.
3. To approve the concept for the Joliet Park Area of Concern Project.
4. To approve hiring RINA to finalize bid documents and secure the necessary permits associated with the Bay Beach wildlife viewing platform project for a total cost not to exceed \$107,100.
5. To receive and place on file the staff presentation on the Shipyard - Phase 2 Conceptual Design. (Informational Only)

Q. Report of the Personnel Committee (July 8, 2025).

1. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Mechanic
2. To approve the request to reclassify two Custodian I positions to Custodian II.

R. Report of the Sustainability Commission (June 19, 2025)

1. To approve a resolution opposing the repeal of clean energy funding programs in House Concurrent Resolution 14. The deadline for House Resolution 14 has since passed.
2. To approve the Sustainability Commission proceeding with a collaborative process for drafting a Rights of Nature resolution.
3. To approve the Climate Resilience Work Group Report.

S. Informational.

1. Building Report for June 2025

T. Committee of the Whole.

1. Consideration with possible action on a Memorandum of Understanding with Scout Development GB, LLC to establish a good-faith framework for collaboration to facilitate the rezoning and redevelopment of 500 Day Street (Parcel # 7-1).

U. Resolutions.

1. Resolution Regarding Conversion Therapy
2. Resolution drawing final orders to contractors for July 15, 2025.
3. Resolution **opposing the repeal of Clean Energy Funding, June 2025**
4. A resolution authorizing a providing for establishing the parameters for sale of a not to exceed \$20,000,000 water system revenue bonds, series 2025.

V. Ordinances - First Reading.

1. G.O. 17-25
An ordinance amending section 6-3(e) relating to license to keep hens.
2. G.O. 13-25
An ordinance creating section 14-1, Green Bay Municipal Code, relating to emergency proclamation
3. G.O. 14-25
An ordinance creating section 14-2, Green Bay Municipal Code, relating to emergency management.
4. Miscellaneous Ordinance No. 04-25
An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay related to property located at 3250 Finger Road and 3542 Finger Road from Schools, Parks, and Low-Medium Density Housing to Medium Intensity Office, Retail and Housing. (CPA 25-04)
5. Zoning Ordinance No. 13-25
An ordinance rezoning to property located at 3520 Finger Road and 3542 Finger Road (Parcels 21-8068 and 21-8069) from Low-Density Residential (R1) to Office-Residential (OR). (ZP 25-16)

W. Quasi-Judicial Hearings for Non-Renewal of Massage Establishment Licenses.

1. For consideration and possible action on a request by Attorney Brian Randall to accept an appeal and request for hearing by Sunrise Spa, 503 S Military, received after the deadline.
2. Quasi-Judicial Hearing for non-renewal of 2025-26 Massage Establishment License for Moonlight Spa, 1740 East Mason, #3.

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

pursuant to Section 19.85(2), Wis. Stats. to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

3. Quasi-Judicial Hearing for non-renewal of 2025-26 Massage Establishment License for East Spa, 1235 S. Military.

The Council may convene in closed session pursuant to Section 19.85(1)(a), Wis. Stats. for the purpose of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body. The Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats. to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

4. Quasi-Judicial Hearing for non-renewal of 2025-26 Massage Establishment License for VIP Spa at 842 S. Military Ave.

The Council may convene in closed session pursuant to Section 19.85(1)(a), Wis. Stats. for the purpose of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body. The Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats. to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

5. Quasi-Judicial Hearing for non-renewal of 2025-26 Massage Establishment License for Cherry Spa, 1639 Deckner Ave.

The Council may convene in closed session pursuant to Section 19.85(1)(a), Wis. Stats. for the purpose of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body. The Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats. to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

X. Referral of Petitions & Communications.

Y. Adjournment.

1. Next Meeting: August 5, 2025.
2. Adjournment of the Tuesday, July 15, 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 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

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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.

Moved by Ald. Ben Delie, 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, Jim Ridderbush, No-None, Abstain-None.

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

F. APPROVAL OF THE AGENDA.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Ridderbush 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, Jim Ridderbush, No-None, Abstain-None.

- 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.

Moved by Ald. Craig Stevens, 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, Jim Ridderbush, No-None, Abstain-None.

- I. Standing Committees

Parks

Jim Ridderbush

I&S

Jim Ridderbush

J. PUBLIC HEARINGS.

No one appeared to speak to this item.

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).

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, Jim Ridderbush, No-None, Abstain-None.

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).

Moved by Ald. Alyssa Proffitt, seconded by Ald. Brian Johnson to approve, except item 1.

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, Jim Ridderbush, No-None, Abstain-None.

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.

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

Moved by Ald. Bill Galvin, 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, Jim Ridderbush, No-None, Abstain-None.

Cindy Schwalbe, 232 N Danz

Moved by Ald. Alyssa Proffitt, 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, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Bill Galvin 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, Jim Ridderbush, No-None, Abstain-None.

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.

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, Jim Ridderbush, No-None, Abstain-None.

1. G.O. 12-25

An ordinance relating to Commercial Building Inspection Authority.

N. REPORT OF THE IMPROVEMENT & SERVICES COMMITTEE (JUNE 18, 2025).

Moved by Ald. Ben Delie, 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, Jim Ridderbush, No-None, Abstain-None.

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).

Moved by Ald. Alyssa Proffitt, seconded by Ald. Craig Stevens to approve, except item 2.

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, Jim Ridderbush, No-None, Abstain-

None.

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).

Moved by Ald. Jim Hutchison, seconded by Ald. Alyssa Proffitt to approve.

Moved by Ald. Jim Hutchison, seconded by Ald. Alyssa Proffitt 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, Jim Ridderbush, No-None, Abstain-None.

Pastor David Roth, 2071 9th St
David Stauffenbeil, 1858 S Pine Tree Rd., DP
Eric Drzewiecki, 632 S Roosevelt
Charles Frisk, 560 Sunrise Cr
John Moorehouse, 1784 Allouez Ave
Ron Lacey, 1950 Ledgeview Rd

Moved by Ald. Alyssa Proffitt, 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, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. Craig Stevens, seconded by Ald. William Morgan to receive and place on file.
Motion Failed.

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

Moved by Ald. Jennifer Grant, seconded by Ald. Melinda Eck to amend for the three sponsoring alders to produce a resolution for staff review then for committee and council approval.

Motion Passed.

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

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).

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, Jim Ridderbush, No-None, Abstain-None.

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

Q. REPORT OF THE PLAN COMMISSION (JUNE 16, 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, Jim Ridderbush, No-None, Abstain-None.

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).

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison 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, Jim Ridderbush, No-None, Abstain-None.

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).

Moved by Ald. Ben Delie, seconded by Ald. Bill Galvin 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, Jim Ridderbush, No-None, Abstain-None.

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).

Moved by Ald. Alyssa Proffitt, seconded by Ald. Bill Galvin 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, Jim Ridderbush, No-None, Abstain-None.

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

Moved by Ald. Alyssa Proffitt, seconded by Ald. Ben Delie to approve, except 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, Jim Ridderbush, No-None, Abstain-None.

1. 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

Moved by Ald. Melinda Eck, seconded by Ald. William Morgan to receive and place on file.
Motion Passed.

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

2. To refer to staff to publicly recognize historically diverse figures and stories of Green Bay residents.

V. COMMITTEE OF THE WHOLE.

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, Jim Ridderbush, No-None, Abstain-None.

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.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Craig Stevens 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, Jim Ridderbush, 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, Jim Ridderbush, No-None, Abstain-

None.

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.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Brian Johnson to suspend the rules and take up 2 to 4 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, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Brian Johnson to advance.

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, Jim Ridderbush, No-None, Abstain-None.

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.

Moved by Ald. Jim Hutchison, seconded by Ald. Brian Johnson to suspend the rules and approve this 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, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. Brian Johnson, seconded by Ald. Craig Stevens to adopt on 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, Jim Ridderbush, No-None, Abstain-None.

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.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Brian Johnson 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, Jim Ridderbush, No-None, Abstain-None.

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

MISCELLANEOUS ORDINANCE NO. 01-25

AN ORDINANCE ADOPTING AN AMENDMENT TO THE SMART GROWTH 2022 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY RELATED TO THE FUTURE LAND-USE OF PROPERTY LOCATED AT 500 DAY STREET (PARCEL 7-1) FROM INDUSTRIAL TO DOWNTOWN (CPA 24-05)

WHEREAS, pursuant to Wis. Stats. §§ 62.23(2) and (3), the City of Green Bay is authorized to prepare, adopt, and amend a comprehensive plan, as defined in Wis. Stats. § 66.1001(4)(a); and

WHEREAS the Common Council has adopted the Smart Growth 2022 Comprehensive Plan for the purpose of guiding future land-use decision making, but recognizes that from time-to-time amendments may be necessary to reflect changes in the land use and planning needs of the community; and

WHEREAS the Common Council of the City of Green Bay has adopted written procedures (known as the Public Participation Plan for Periodic Comprehensive Plan Amendments) designed to foster public participation in every stage of the preparation of periodic comprehensive plan amendments required by Wis. Stats. § 66.1001(4)(a); and

WHEREAS the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of Wis. Stats. § 66.1001(4)(d), and it is the Common Council's belief that this comprehensive plan amendment is necessary and consistent with the overall goals, policies, and other related elements of the plan;

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

SECTION 1. Comprehensive Plan Amendment CPA 23-05 is hereby adopted pursuant to Wis. Stats. § 66.1001(4)(c) on the following described properties. A copy of the comprehensive plan amendment location map is attached as an exhibit to this ordinance.

EASTMANS ADDITION THAT PART OF PARCEL 1 EAST OF THE FOX RIVER BOUNDED ON THE NORTH BY KGB WESTERN RAILROAD RIGHT OF WAY, BOUNDED ON THE EAST BY BLOCKS 1,19,22 OF EASTMANS ADDITION SOUTHERLY & WESTERLY BY THE FOX RIVER & EAST RIVER, AND ALSO BLOCKS 1, 19 & 22 OF EASTMAN ADDITION, ALSO ALLEYS IN BLK 19 & 22 NOW VACATED & THE SOUTHERLY 1/2 OF EASTMAN AVENUE LYING WEST OF THE WEST LINE OF MADISON STREET EXCLUDING RAILROAD RIGHT OF WAY, ALSO THAT PART OF SMITH STREET, DAY STREET & HARVEY STREET LYING WEST OF THE WESTERLY LINE OF MADISON STREET & WEST 1/2 OF MADISON STREET LYING SOUTH OF THE SOUTHERN LINE OF EASTMAN AVENUE TO THE EAST RIVER SAID STREETS NOW VACATED

EXCEPT RAILROAD EASEMENTS, ALSO LOTS 1-15 BLOCK 2, ALSO ALL BLOCK 3, ALL BLOCKS 18, 23, AND 24, ALSO LOTS 1-12 BLOCK 17, ALSO INCLUDING VACATED ALLEYS LOCATED IN BLOCKS 17-24, ALSO THAT PART OF SMITH STREET & DAY STREET BETWN MONROE AVENUE & MADISON STREET & MONROE AVENUE BETWEEN SOTH LINE OF EASTMAN AVENUE & NORTH LINE OF DAY STREET & EASTERLY 1/2 OF MADISON STREET SOUTH OF THE SOUTHERLY LINE OF EASTMAN AVENUE TO THE EAST RIVER, ALSO THAT PART OF HARVEY STREET BOUNDED BY LOTS 1-2, 10-11, BLOCK 2 & ALL INCLUDED IN EASTMANS ADDITION SAID STREETS NOW VACATED & RAILROAD EASEMENTS, ALSO SMITH STREET FROM WEST LINE OF QUINCY STREET TO THE EAST LINE OF THE PLAT & VACATED MONROE AVENUE & VACATED HARVEY STREET IN DOCUMENT J13154-36, ALSO MCCORMICK & FLATLEY, IN THE CITY OF GREEN BAY, EAST SIDE OF THE FOX RIVER, BROWN COUNTY, WISCONSIN. 44.267 AC M/L

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

SECTION 3. This ordinance shall take effect upon its passage and publication.

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

db:

Attachments – Location Map



ZONING ORDINANCE NO. 04-25

AN ORDINANCE REZONING PROPERTY LOCATED AT 500 DAY STREET (PARCEL 7-1) FROM GENERAL INDUSTRIAL DISTRICT TO DOWNTOWN DISTRICT TWO (ZP 24-48)

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as tax parcel 7-1 located at 500 Day Street from (GI) General Industrial District to (D2) Downtown Two District.:

EASTMANS ADDITION THAT PART OF PARCEL 1 EAST OF THE FOX RIVER BOUNDED ON THE NORTH BY KGB WESTERN RAILROAD RIGHT OF WAY, BOUNDED ON THE EAST BY BLOCKS 1,19,22 OF EASTMANS ADDITION SOUTHERLY & WESTERLY BY THE FOX RIVER & EAST RIVER, AND ALSO BLOCKS 1, 19 & 22 OF EASTMAN ADDITION, ALSO ALLEYS IN BLK 19 & 22 NOW VACATED & THE SOUTHERLY 1/2 OF EASTMAN AVENUE LYING WEST OF THE WEST LINE OF MADISON STREET EXCLUDING RAILROAD RIGHT OF WAY, ALSO THAT PART OF SMITH STREET, DAY STREET & HARVEY STREET LYING WEST OF THE WESTERLY LINE OF MADISON STREET & WEST 1/2 OF MADISON STREET LYING SOUTH OF THE SOUTHERN LINE OF EASTMAN AVENUE TO THE EAST RIVER SAID STREETS NOW VACATED EXCEPT RAILROAD EASEMENTS, ALSO LOTS 1-15 BLOCK 2, ALSO ALL BLOCK 3, ALL BLOCKS 18, 23, AND 24, ALSO LOTS 1-12 BLOCK 17, ALSO INCLUDING VACATED ALLEYS LOCATED IN BLOCKS 17-24, ALSO THAT PART OF SMITH STREET & DAY STREET BETWN MONROE AVENUE & MADISON STREET & MONROE AVENUE BETWEEN SOTH LINE OF EASTMAN AVENUE & NORTH LINE OF DAY STREET & EASTERLY 1/2 OF MADISON STREET SOUTH OF THE SOUTHERLY LINE OF EASTMAN AVENUE TO THE EAST RIVER, ALSO THAT PART OF HARVEY STREET BOUNDED BY LOTS 1-2, 10-11, BLOCK 2 & ALL INCLUDED IN EASTMANS ADDITION SAID STREETS NOW VACATED & RAILROAD EASEMENTS, ALSO SMITH STREET FROM WEST LINE OF QUINCY STREET TO THE EAST LINE OF THE PLAT & VACATED MONROE AVENUE & VACATED HARVEY STREET IN DOCUMENT J13154-36, ALSO MCCORMICK & FLATLEY, IN THE CITY OF GREEN BAY, EAST SIDE OF THE FOX RIVER, BROWN COUNTY, WISCONSIN. 44.267 AC M/L

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

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

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

APPROVED:

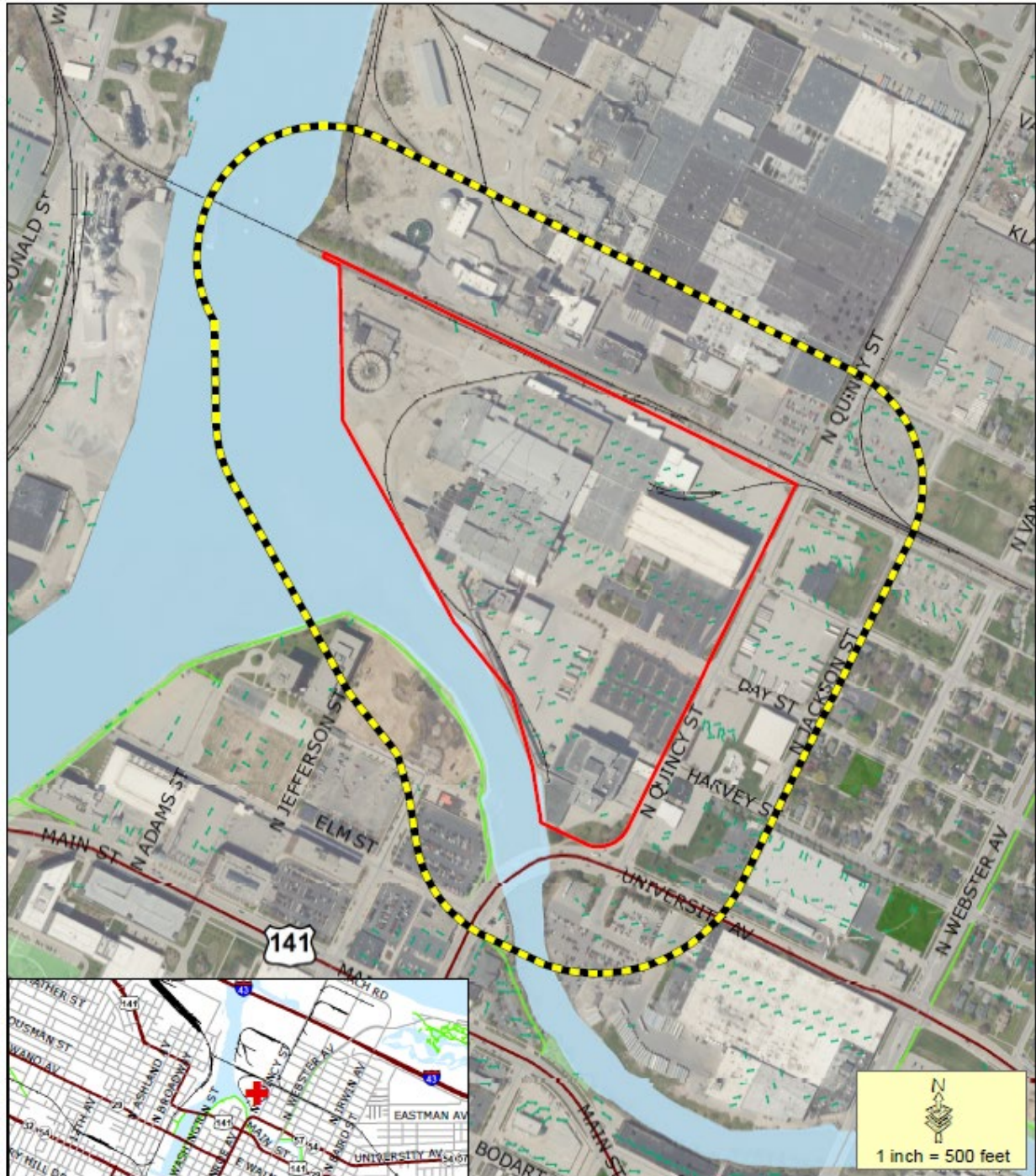
ZONING ORDINANCE NO. 04-25
PAGE 2

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

db
Attachment – Map



 Proposed CPA & ZP

 400+' Property Owner Notice

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

**Comp Plan Amendment (CPA 24-05)
& Zoning Petition (ZP 24-48)
Proposed Future Land-Use &
Zoning District Change at
500 Day Street (Parcel 7-1)**





Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

July 15, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # J.1

To approve Development Agreement 25-07 with Grand Boulevard Apartments LLC for the development of 0 Grand Boulevard (Tax Parcel 23-243-1), and authority for the Director to approve a collateral assignment, subject to legal review.

The Common Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Common Council 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

Grand Boulevard Apartments, LLC, intends to develop a project that includes approximately 95 workforce housing units. The proposed multi-family units would be rented to households with incomes near 80% of the Area Median Income (AMI). The project would develop 3.05-acres of Redevelopment Authority (RDA) - owned land, which makes up a portion of the 26-acres donated by JBS Foods to the City in 2020. The undeveloped land was donated to support the creation of new workforce housing units and a destination park.

In May 2024, after releasing a Request for Proposals (RFP), the RDA selected Gorman & Company as a development partner for multi-family housing at the JBS site. Gorman & Company has since completed their due diligence, finalized their development plans, and secured funding contingent on a development agreement with the City that includes Tax Increment Financing (TIF) assistance and HOME assistance. Gorman & Company has also created a new subsidiary, Grand Boulevard Apartments, LLC, to serve as the official developer of the project.

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:

- Enhance the physical landscape
- Building new structures with high-performance designs, systems, and finishes
- Create a significantly higher per-acre property value than adjacent properties and the City average
- Generate property taxes greater than the cost of providing infrastructure and services
- Build new structures for individuals of all ages and abilities
- Is located in places easy to reach on foot, bicycle, or transit.
- Expand non-motorized transportation networks
- Expand our range of residential real estate products
- Create and/or enhance unique public spaces, amenities, and art

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

- \$0.00 in total real estate taxes annually (assessed mill rate of \$19.92);
- \$0.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

Upon completion of the Proposed Project, the City estimates the Property will have an aggregate assessed value of \$11,000,000.00. The Developer guarantees a minimum annual property tax payment of \$224,000.00.

The developer requests an up-front TIF loan of \$2,500,000 to be repaid by the property taxes generated by the development. The guaranteed minimum annual property tax paid shall be dependent on the final interest rate at the time of closing on the City's loan for the \$2,500,000.00 TIF incentive being provided to the developer.

This is an important first housing project for the JBS site. Staff is in favor of approval.

RECOMMENDATION

To approve Development Agreement 25-07 with Grand Boulevard Apartments LLC for the development of 0 Grand Boulevard (Tax Parcel 23-243-1), 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:

1. Property transfer - The Redevelopment Authority shall convey Tax Parcel 23-243-1) to Developer for the sum of one dollar (\$1.00). The City estimates the value of such Property to be approximately \$429,900.00.
2. TIF Loan - The City shall provide a TIF loan of up to \$2,500,000.00 to Developer for eligible site redevelopment costs. The TIF funds for the loan would be borrowed by the City through a 20-year bond or note to be repaid through tax increment generated by the new development. The Developer guarantees a minimum annual property tax to cover the debt service.

No levy dollars will be used for this project.

ATTACHMENTS

1. Council Draft DA - Grand Blvd Apts 20250710



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 2025-07
GRAND BOULEVARD APARTMENTS

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 GRAND BOULEVARD APARTMENTS, LLC a Wisconsin limited liability company ("Developer"),
and GORMAN COMPANY, LLC, ("Guarantor") a Wisconsin limited liability company.

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>
23-243-1	0 Grand Blvd	3.046	\$0.00

- B. The parcels listed above, shall be referred to as the "Property." The Property comprises approximately three and forty-six thousandths (3.046) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which shall consist of the construction of a three (3)-story residential structure with approximately ninety five (95) market rate rental units. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2025, the Property has an aggregate assessed value of \$0.00, which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:
1. \$0.00 in total real estate taxes annually (assessed mill rate of \$19.92);
 2. \$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 \$11,000,000.00, which is anticipated to yield approximately:
1. \$219,120.00 in total real estate taxes annually (assessed mill rate of \$19.92);
 2. \$89,320.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District Twenty-Eight (“TID 28” or the “TID”), which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that it will enhance the physical landscape, build new structures with high-performance designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the City average, generate property taxes greater than the cost of providing infrastructure and services, build new structures for individuals of all ages and abilities, is located in places easy to reach on foot, bicycle, or transit, expand non-motorized transportation networks, expand our range of residential and commercial real estate products, create and/or enhance unique public spaces, amenities, and art, and the public will generally benefit,, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

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

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

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, 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 DEVELOPER NAME, 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 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 Tax Increment District Twenty-Eight ("TID 28 or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 28 in 2024; TID 28 terminates in 2051.
- 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 0 Grand Boulevard (Tax Parcel 23-243-I) to the Developer through the following process:
- a) The City and/or RDA shall convey Tax Parcel 23-243-I, excluding all City and/or RDA parcels or right-of way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one dollar (\$1.00), and shall provide an owner's policy of title insurance at the time of conveyance.
 - b) The RDA shall take a Preferred Forgivable Equity Investment in the Project of four hundred twenty nine thousand and nine hundred dollars (\$429,900.00), 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 eleven million dollars (\$11,000,000.00). Should the aggregate assessed value of the Property fail to be greater than or equal to eleven million dollars (\$11,000,000.00) prior to January 1, 2028, the Developer shall pay the City and/or RDA the Preferred Forgivable Equity Investment.
2. TIF Funds and Personal Guarantee.
- a) Except the Property Transfer outlined in Section III.B.1.a. above, and the TIF Funds as defined in Section III.B.2.b. below, the Developer shall obtain all necessary equity and private loan commitments that are necessary to complete the Project.
 - b) In order for this Project to occur, City shall contribute not less than \$2,500,000.00 in Tax Increment Financing assistance (“TIF Funds”) to Developer. These TIF Funds shall be borrowed by the City whether by bond or note, over a 20 year term at the lowest possible interest rate available to the City at the time of issuance (“TIF Incentive”), to be disbursed to the Developer pursuant to a TIF Disbursement Agreement, attached hereto as Exhibit D, and shall be repaid through the Available Tax Increment generated by the Property starting for the taxable year of 2027 (payable in 2028). Upon Developer’s receipt of such TIF Funds, which shall be governed by the TIF Disbursement Agreement attached hereto as Exhibit D, between the parties, Developer shall utilize the TIF Funds for the construction of the Project and for designated Qualified Expenditures and improvements as set forth in this Agreement. The City and Developer agree that the TIF Disbursement Agreement is subject to the review and approval of the lender for the Project, and the parties agree to work

together in good faith the modify the TIF Disbursement Agreement as may be reasonable required by such lender.

- c) At the time of the issuance of the TIF Funds, the City shall provide to Developer an amortization schedule showing the City's Debt Service for the TIF funds each year necessary to have repaid the TIF Funds in full over the course of the 20-year life of the City's bond or note at the City's lowest possible borrowing rate at the time.
 - d) The Guarantor guarantees the amount of property taxes to be paid with respect to the Property and Private Improvements shall not be less than \$224,000 in the aggregate in tax year 2027 and each year thereafter until and including the 2047 tax year (the "Guaranteed Annual Real Estate Tax Payment"). The guaranteed minimum annual property tax paid shall be dependent on the final interest rate at the time of closing on the City's loan for the \$2,500,000.00 TIF incentive being provided to the developer. The Guarantor may at any time pay the balance of the loan, resulting in the elimination of the personal guarantee. At the time of full loan payment and elimination of the guarantee, this Agreement shall be terminated.
3. Qualified Expenditures. TIF funds 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. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess two million five hundred thousand dollars (\$2,500,000.00).
- 2. 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.
- 3. 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 presented in the Term Sheet. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property
 2. The approximate location of any proposed structures and/or projects to be built on the Property
 3. A preliminary rendering or other illustration of scale of proposed structures and buildings to be constructed on the Property.
- B. Construction Documents. Prior to September 1, 2025, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to September 1, 2025, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than sixteen million dollars (\$16,000,000) in "hard" construction costs for the entire Project; and
 2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or

- b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 - 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
- I. 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.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than September 1, 2025, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than September 1, 2025, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than September 1, 2025, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- K. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than December 31, 2025. Construction shall be completed no later than December 31, 2026. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- L. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- M. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- N. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- O. Transfer or Sale of Project Property.
 - I. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 - 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

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

Q. Environmental.

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

products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
- R. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:
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.

S. General Indemnity.

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

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

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

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

VIII. DEFAULT

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

5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. 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 number (##) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year YYYY.
- C. Survival of Certain Provisions. Sections III. B. I. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.

- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to 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 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: Grand Boulevard Apartments, LLC
 Attention: PRINCIPAL
 ADDRESS
 CITY, STATE, ZIP
 e-mail: address@address.com

To the Guarantor: Gorman & Company, LLC
 Attention: PRINCIPAL
 ADDRESS
 CITY, STATE, ZIP
 e-mail: address@address.com

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

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

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

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

Signature page 1 of 3

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

DEVELOPER:
Grand Boulevard Apartments, LLC

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above named _____, a member of DEVELOPER, 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 _____

By: Eric Genrich, Mayor

[illegible]

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
DEVELOPER NAME

**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 _____

Signature page 4 of 4

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

GUARANTOR:
Gorman & Company, LLC

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above named _____, a member of Guarantor, 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 _____

EXHIBIT A Property Map

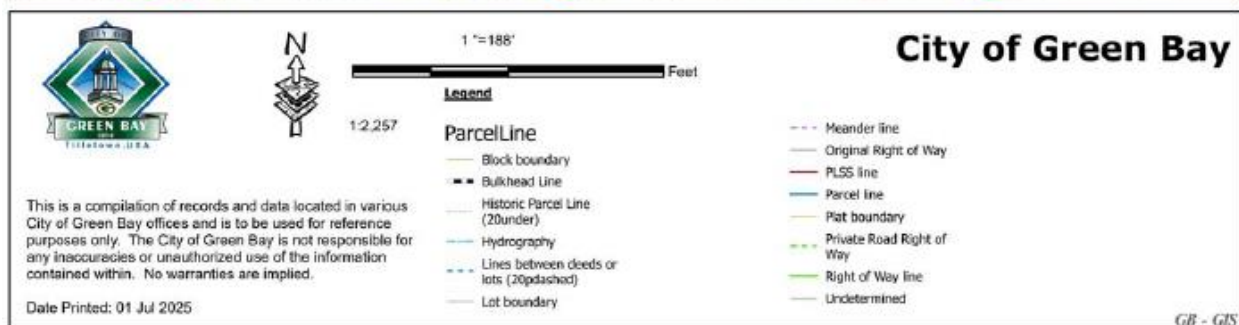
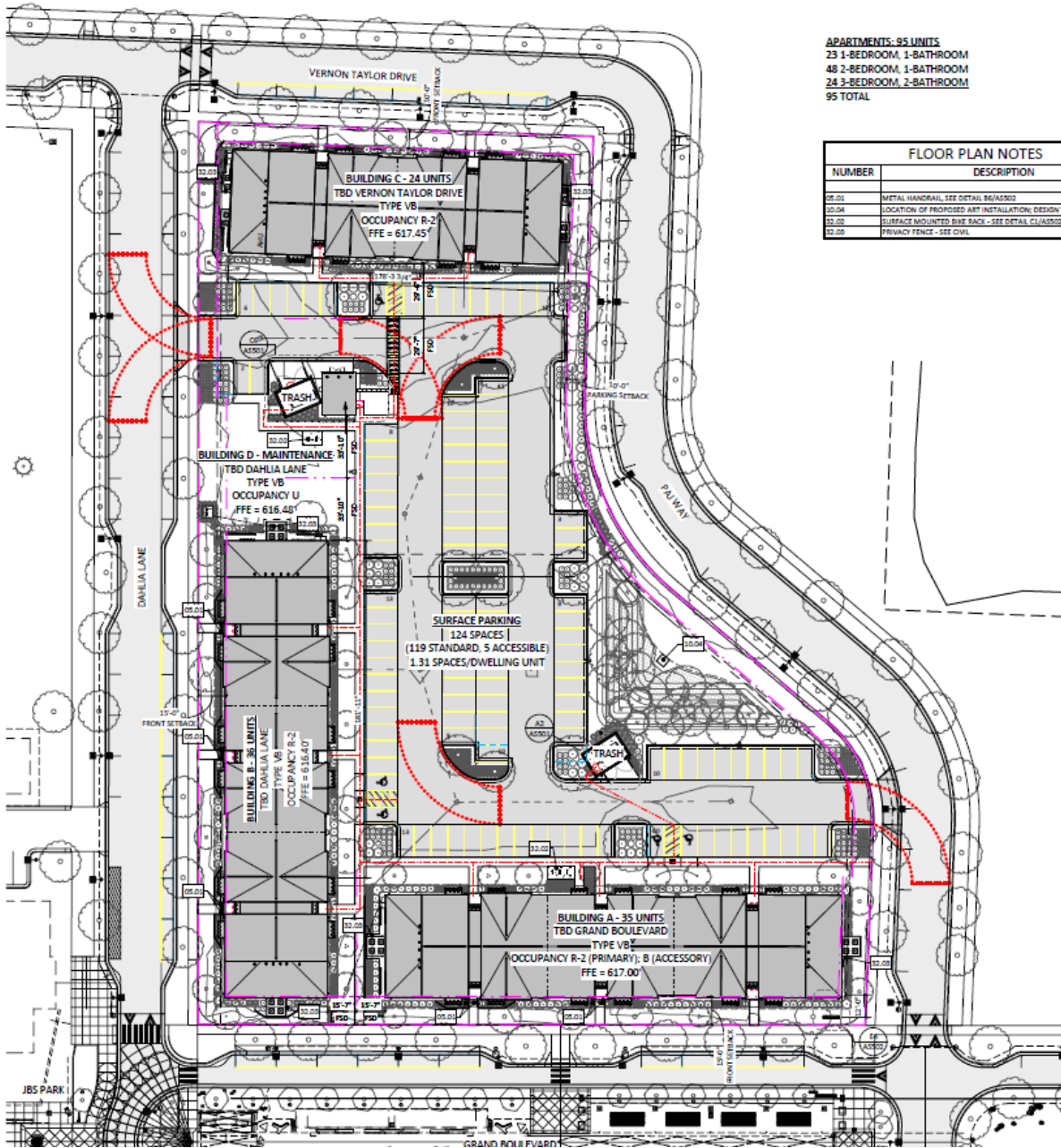


EXHIBIT B
Legal Description

LOT 1 OF CSM 9773 IN 3068067 BNG PRT OF S1/2 OF PC 9 ESR & BNG PRT OF LOT 1 OF SUBD
OF PC 10 & 11 ESR

EXHIBIT C Preliminary Concept Plan



APARTMENTS: 95 UNITS
23 1-BEDROOM, 1-BATHROOM
48 2-BEDROOM, 1-BATHROOM
24 3-BEDROOM, 2-BATHROOM
95 TOTAL

FLOOR PLAN NOTES	
NUMBER	DESCRIPTION
02.01	METAL HANDRAIL, SEE DETAIL 06/A3502
03.04	LOCATION OF PROPOSED ART INSTALLATION; DESIGN TO BE SELECTED
03.02	SURFACE MOUNTED BIKE RACK - SEE DETAIL 04/A3502
03.03	PRIVACY FENCE - SEE CIVIL



EXHIBIT D

**DRAFT TAX INCREMENT FINANCING (TIF) DISBURSEMENT AGREEMENT
GRAND BOULAVARD APARTMENTS**

This Tax Increment Financing (TIF) Disbursement Agreement is made and entered into this ____ day of _____, 2025, by and between the **Redevelopment Authority of the City of Green Bay** (hereinafter "RDA"), the **City of Green Bay** (hereinafter "CITY"), _____ (hereinafter "TIF RECIPIENT The RDA, CITY, and TIF RECIPIENT may sometimes be referred to individually as "Party" and collectively "Parties."

WHEREAS, the Parties have entered into a Development Agreement dated July ____, 2025 relating to the Property (the "Development Agreement").

WHEREAS, the RDA owns property (hereinafter the "Property") (Parcel No. 23-243-1) located at 0 Grand Blvd, Green Bay, Wisconsin; and

WHEREAS, the CITY and RDA desire to have TIF RECIPIENT construct a three-story residential (95) workforce apartment units (the "PROJECT"); and

WHEREAS, CITY and RDA desire to see the Property developed into an active residential development that generates economic activity and tax base for the community; and

NOW THEREFORE based upon the covenants and considerations contained herein, the Parties mutually agree as follows:

1. The real estate subject to this Agreement, is located in the City of Green Bay, Brown County, State of Wisconsin, and is legally described as follows:

Parcel 23-243-1

LEGAL DESCRIPTION NEEDED

2. The term of this Agreement shall be twenty (20) years or until TIF RECIPIENT satisfies the full amount of the CITY's debt service pursuant to the terms and conditions of the Development Agreement, whichever occurs sooner.
3. Pursuant to the terms of the Development Agreement between the Parties, the tax increment financing (hereinafter "TIF FUNDS") amount of not less than \$2.5 million. The TIF RECIPIENT shall draw first from the TIF RECIPIENT's equity account prior to accessing any TIF FUNDS from CITY or RDA. Thereafter, TIF FUNDS may be drawn on a percentage basis along with to pay invoices associated with each construction draw request so approved. The percentage basis for draw calculations for TIF FUNDS shall be as follows: For every \$1000.00 spent by TIF RECIPIENT related to the Project, CITY or RDA disburse of \$150.00 (the "TIF PERCENTAGE"). Notwithstanding the foregoing, the final disbursement of the remaining balance of the TIF FUNDS shall be made from the TIF ACCOUNT for payment of invoices associated with the construction draw following substantial completion of the PROJECT, evidenced by the receipt of an unconditional occupancy permit for the PROJECT.

4. All construction draws requesting TIF FUNDS from the TIF ACCOUNT pursuant to the TIF PERCENTAGE shall be expressly approved in writing by the following parties before the TIF FUNDS from the TIF ACCOUNT may be released: TIF RECIPIENT, RDA, and CITY. The TIF RECIPIENT, RDA, and CITY agree to work together in good faith to process each construction draw request and related requests for disbursement in good faith and in a timely manner. In the event any item of a draw or disbursement request for TIF FUNDS is disputed by any one of the required approvers, the Parties agree to cooperate in good faith to modify the request to allow the undisputed items to be processed without unnecessary delay.
5. This Agreement shall not take effect until final approval by the RDA and CITY and upon execution and is signed by all Parties.
6. This Agreement may be terminated only upon written consent of the Parties.
7. This Agreement may only be amended upon written consent of the Parties. Any amendments shall be in writing and executed by all Parties.
8. In the event of alleged default on all or any part of this Agreement, prior to and as a condition of instituting legal proceedings, any non-defaulting Party shall give the defaulting Party specific written notice of such default, in the manner provided herein. The alleged defaulting Party shall have five (5) business days for any payment default and thirty (30) days for any non-payment default to cure said default. If the defaulting Party does not cure said default during the applicable cure period, any non-defaulting Party may take any and all steps necessary to address such default, including but not limited to, instituting any necessary legal action.
9. Unless expressly provided otherwise herein, the rights and remedies of the Parties provided herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of either Party and may be exercised as often as occasion therefore shall arise. This is a guarantee of payment and not of collection.
10. The failure of any Party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by either party shall be valid or binding on such party unless it is in writing signed by such party and only to the extent therein set forth.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the Parties with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors and assignees.
12. TIF RECIPIENT may not assign this Agreement or any of its rights or obligations without the written consent of the CITY or RDA.

party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

[Signature Page Follows]

Signature page to the Tax Increment Financing (TIF) Disbursement Agreement dated as of this _____ day of _____, 2025, by and between the **Redevelopment Authority of the City of Green Bay** (hereinafter "RDA"), the **City of Green Bay** (hereinafter "CITY"), and.

TIF RECIPIENT

By: _____

Its: _____

RDA CITY
REDEVELOPMENT AUTHORITY CITY OF GREEN BAY

By: _____ By: _____
Gary J. Delveaux, Chair Eric Genrich, Mayor

By: _____
Cheryl Renier-Wigg, Executive Director



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

July 15, 2025

PREPARED BY

Will Peters

AGENDA ITEM # J.2

To approve and recommend to the Common Council the City of Green Bay's Five-Year (2025-2029) Consolidated Plan and 2025 Annual Action Plan.

BACKGROUND

The City of Green Bay is an entitlement jurisdiction that receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to invest in the City of Green Bay. The funds are provided under the Community Development Block Grant Program (CDBG) and HOME Investment Partnerships Program (HOME) entitlement programs. These programs provide funds to municipalities and other units of government around the country to develop viable urban communities. This is accomplished by providing affordable, decent housing, a suitable living environment and expanding economic opportunities principally for low and moderate-income persons. Each local unit of government develops their own programs and funding priorities through a five-year Consolidated Plan required by the U.S. Department of Housing and Urban Development (HUD). This plan is approved by the City Council, who directs the RDA to implement the related programs.

Public input was received through public hearings and citizen surveys in the year leading up to the submission of the plan**. The objectives and outcomes identified in this plan are the results of needs identified by the public, local organizations and government departments.

**Note: A final public hearing to receive comment on community needs was scheduled for Thursday, July 3, 2025. Because the internal agenda publication deadline occurs prior to the final public hearing, staff may recommend changes at the July 10th RDA meeting.

2025-2029 Consolidated Plan Goals

Maintain/Support/Enhance Housing

1. Increase the number of quality affordable owner and rental housing units.
2. Incorporate universal design and energy efficiency in affordable housing projects (rental and/or owner-occupied) for the disabled and elderly.
3. Preserve existing housing (owner and/or rental) through rehabilitation programs and emergency repair programs.
4. Increase homeownership opportunities.
5. Increase the number of homeless shelters and/or transitional housing units.

Public Services

1. Increase/support homeless shelters and supportive services.
2. Increase/support mental health services.
3. Increase/support abuse services.
4. Increase/support neglected/abused children centers and services.

5. Increase/support transportation services.
6. Increase/support childcare services.
7. Increase/support youth and senior services.

Create Physical Improvements

1. Improve drainage.
2. Improve water/sewer.
3. Improve street/alleys.
4. Improve bicycle and pedestrian infrastructure.

Neighborhood Services

1. Support crime prevention programs.
2. Provide community facilities for the elderly and youth.
3. Cleanup abandoned lots and buildings.

Economic Development Activities

1. Provide employment training.
2. Provide small business loans.
3. Create more job opportunities.

Affirmatively Further Fair Housing

1. Increase fair housing rights knowledge.
2. Increase fair housing compliance knowledge.
3. Assist households with fair housing complaints or questions.

The 2025 Annual Action Plan is attached and identifies how the CDBG and HOME Entitlement Allocations will be spent on activities that support the Five-Year (2025-2029) Consolidated Plan goals.

RECOMMENDATION

Approve and recommend to the Common Council the City of Green Bay's Five-Year (2025-2029) Consolidated Plan and 2025 Annual Action Plan.

FISCAL IMPACT

ATTACHMENTS

- I. 2025 CDBG and HOME Budget Draft

2025 Community Development Block Grant Allocations

Potential Projects	Staff Recommendations	Program Income	TOTAL
Public Service Programs			
Fair Housing Services	\$30,000.00	\$0.00	\$30,000.00
Community Gardens	\$25,000.00	\$0.00	\$25,000.00
Community Pubic Service Activities	\$151,633.00	\$0.00	\$151,633.00
Subtotal for Public Service (Max \$206,633)	\$206,633.00	\$0.00	\$206,633.00
Home Improvement Loan Program (includes emergency rehabilitation)	\$56,541.00	\$133,000.00	\$189,541.00
Infrastructure and Park Improvements in CDBG Eligible Areas	\$198,971.00	\$0.00	\$198,971.00
Beautification/Art Projects in CDBG Eligible Areas	\$50,000.00	\$0.00	\$50,000.00
Economic Development Façade	\$50,000.00	\$0.00	\$50,000.00
Economic Development Revolving Loan	\$200,000.00	\$200,000.00	\$400,000.00
* CDBG Administration	\$176,209.00	\$10,000.00	\$186,209.00
TOTALS	\$938,354.00	\$343,000.00	\$1,281,354.00

2025 CDBG Allocation - \$938,354.00

2025 Estimated Program Income \$343,000.00 (\$200,000.00 is restricted to Economic Revolving Loan fund)

Public Services-limited to a max of 15% total Entitlement + prior year PI (\$439,201.41)

* CDBG Administration amount is limited to a maximum of 20% total Entitlement plus Program Income

2025 HOME Allocations

Potential Projects	Staff Recommendations	Program Income	TOTAL
Housing Development Advancement Projects	\$151,108.63	\$225,000.00	\$376,108.63
Single Family Rehabilitation Loans	\$150,224.75	\$14,828.70	\$165,053.45
Downpayment Closing Cost Assistance	\$50,000.00	\$0.00	\$50,000.00
Community Housing Development Organizations (CHDO) Set Aside	\$70,227.92	\$0.00	\$70,227.92
*HOME Administration	\$46,624.83	\$10,171.30	\$56,796.13
TOTALS	\$468,186.13	\$250,000.00	\$718,186.13

2025 HOME Allocation \$468,186.13

2025 Estimated Program Income \$250,000.00

* HOME Administration amount is limited to a maximum of 10% total Entitlement plus Program Income

CHDO set-aside must be a minimum of 15% (\$) of total Entitlement amount; Eligible activities include:

- Acquisition and/or rehabilitation of housing
- New construction of housing



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # K.I

To approve the request by Broadway Realty, LLC to enter into a Developer's Agreement for the installation of pavement and all utilities related to the development of The Pines subdivision on Parcel 21-1229.

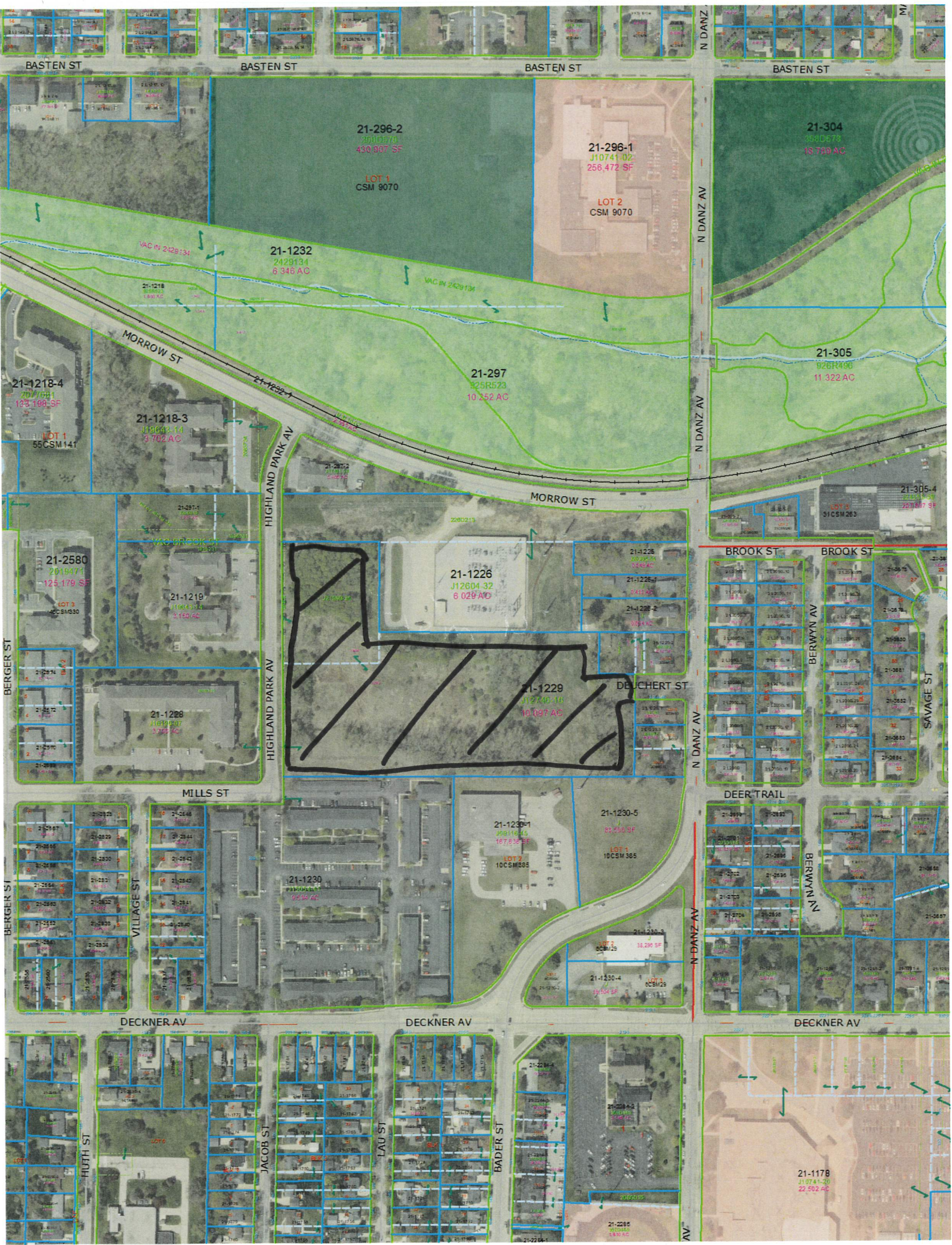
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. I&S Item I
2. Developers Agreement Broadway Realty



21-296-2
J10741.70
430,007 SF
LOT 1
CSM 9070

21-296-1
J10741.02
256,472 SF
LOT 2
CSM 9070

21-304
J080673
18,789 AC

21-1232
2429134
6,346 AC

21-297
J25R523
10,252 AC

21-305
J26R496
11,322 AC

21-1218-4
J077641
123,188 SF
LOT 1
55CSM141

21-1218-3
J10942.14
3,702 AC

21-2580
J091971
125,179 SF
LOT 3
4CSM330

21-1219
J16141.14
2,150 AC

21-1226
J12604.32
6,029 AC

21-1229
J12446.16
16,087 AC

21-1230
J091971
125,179 SF
LOT 3
4CSM330

21-1230-1
J091971
125,179 SF
LOT 1
10CSM385

21-1230-5
J091971
125,179 SF
LOT 1
10CSM385

21-1178
J1174.50
22,502 AC

DEVELOPER'S AGREEMENT

This Agreement is made this ____ day of _____, 2025, by and between Broadway Realty, LLC (hereinafter the "Developer") and the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin (hereinafter the "City").

WHEREAS, the Developer is the owner of lands within the City legally described as:

Parcel 21-1229 further described as 10.097 AC M/L Part of SE ¼ SE ¼ SEC 32 T24N R21E DESC IN J12746-16 & J21559-38 & PRT VAC ST In 1829061 & 2853529 & 2857162, Brown County Records, City of Green Bay, Brown County, Wisconsin.

WHEREAS, the City Plan Commission has recommended to the Common Council and the Common Council has approved the Pines Subdivision (the "Plat") on the condition that the Developer enter into an Agreement with the City relative to the manner and method by which the Plat will be developed in accordance with City ordinances and codes; and

WHEREAS, the Improvement and Services Committee has authorized, as approved by the Common Council, the City to enter into a Developer's Agreement for purposes of completing the Pines Subdivision.

NOW, THEREFORE, in consideration of the approval by the City of the Plat prior to the installation and completion of all required improvements, it is agreed as follows:

- I. Installation of Improvements.** Improvements include all projects identified in Section I, Subsections A through H (hereinafter "Improvements"). All Improvements shall be constructed by the Developer in accordance with design plans submitted by the Developer and approved by the Director of Public Works (hereinafter "Director"). Said plans and materials used shall comply with the current edition of the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction including all supplements, unless otherwise approved by the Director. The applicable design plans shall be approved by the Director prior to commencement of construction of each Improvement. The Director, in his sole determination, may order amendments to the approved plans in the event that actual conditions of the site upon inspection require said amendments to ensure the safety, quality and durability of the Improvements. The Developer is further responsible for obtaining any and all necessary permits for the Improvements. A copy of all permits issued by agencies, other than the City, shall be submitted to the Director. The Developer may begin work on the Improvements upon conditional approval of the plat and upon Developer obtaining all necessary permits. Developer assumes the risk for any further changes to the final plat

thereafter. All Improvements shall be constructed by a contractor hired by the Developer subject to the approval of the City, which approval shall not be unreasonably withheld.

A. Streets & Sidewalks.

1. The streets shall be constructed as depicted by the Developer in the conditionally approved Plat. Streets shall consist of asphalt pavement over gravel base with concrete curb and gutter on both sides of the street. The lower course of asphalt shall be laid prior to the dedication of the right of way.
2. The sidewalks shall be constructed as depicted by the Developer in the Conditionally Approved Plat. Sidewalks shall be required on both sides of all streets. Sidewalks shall consist of cast-in-place concrete panels over a gravel base. The sidewalk shall be installed by a City Concrete Sidewalk Builder Licensee.

B. Sanitary Sewer Collection.

1. The Developer shall furnish, construct and install all sanitary sewers in the Development. The location of the sanitary sewer shall be approved by the Director prior to commencement of work.
2. The Developer shall install sanitary sewer laterals to serve each lot in the Plat. All laterals shall be installed to the lot line and shall remain under the ownership and control of the Developer or owner of lot or its successor or assign.
3. All sanitary sewer main and lateral construction shall be completed prior to the start of street construction.

C. Water Distribution.

1. The Developer shall furnish, construct and install water mains in the Development. The location of the water mains shall be approved by the Director prior to commencement of work.
2. The Developer shall install water laterals to serve each lot in the Plat. All laterals shall be installed to the lot line. Only the portion of the water lateral located between the water main and the curb stop shall be dedicated to the City. The remaining portion of the lateral shall remain under the ownership and control of the Developer or owner of lot or its successor or assign.
3. All water main and service lateral construction shall be completed prior to the start of street construction.

D. Storm Sewers and Stormwater Management Facilities.

1. The Developer shall furnish, construct and install storm sewers as needed in the Development. The location of the storm sewers shall be approved by the Director prior to commencement of work.
2. The Developer shall install any necessary stormwater service laterals to serve each lot in the Plat. All laterals shall be installed to the lot line and shall remain under the ownership and control of the Developer or owner of lot or its successor or assign.
3. All storm sewer main and lateral construction shall be completed prior to the start of construction of the street.
4. Developer shall provide storm sewer and drainage swales to manage backyard drainage within the development. The storm sewer and drainage swales for backyard drainage shall remain under the ownership and control of the Developer or owner of the lot or its successor or assign.

E. Street Lights.

1. The Developer shall install XX (XX) new WPSC owned 9,000 lumen LED street lights. Street light shall be installed Developer shall pay \$1,500.00 to cover the installation cost of the street lights and all lights shall be operational at the time the infrastructure dedication to the City of Green Bay.

F. Erosion Control Plan.

1. Prior to the commencement of construction, the Developer must receive approval from the City of an erosion control plan that conforms to City, state and federal laws and regulations. The Developer shall comply with the approved erosion control plan at all times or be subject to daily citations and penalties.
2. It is the Developer's responsibility to ensure permits are also received from any other state or federal agency as may be required, including under NR 216 of the Wisconsin Administrative Code.
3. In the event the Developer fails to comply with the erosion control plan and fails to take timely and corrective action with respect to correction orders, the City may take any action reasonably necessary to implement the approved erosion control plan and all costs to implement said plan shall be the responsibility of the Developer. In

this event, the City may draw upon the Developer's letter of credit under Section IV, Subsection C of this Agreement to cover the costs of implementing the erosion control plan.

G. Grading Plan.

1. The Developer shall submit a Final Grading Plan for approval by the Director. All grading of the Plat and individual lots and outlots shall be graded in conformity with the approved Final Grading Plan.
2. Upon completion of the grading of the Plat, the Developer shall submit to the City a certification by a licensed surveyor that the site has been graded in accordance with the Final Grading Plan.

H. Utilities.

All utilities serving the Plat, including, but not limited to, electric power, natural gas, telephone and cable, shall be installed underground. Except as otherwise provided in this section, all utility equipment appurtenances, conduits, lines and structures shall be installed within the designated utility easements as depicted on the approved Plat.

II. Permits and Fees.

A. Park Fees and Land Dedication.

1. Developer shall be required to pay a park fee of \$XXXXXX>00.
2. Developer shall be required to pay a street tree fee of \$XXXXXX>00.

B. Building Permits. The City shall not issue building permits for lots within the Plat until such time as:

1. The Developer has substantially complied with the provisions of this Agreement as determined by the Director. But in no event shall a building permit be issued unless the lot to be developed abuts substantially completed Improvements and access to said lot is through substantially completed Improvements.
2. The City may add any additional conditions it deems necessary as it relates to the Improvement as conditions to the building permit.

C. **Occupancy Permits.** The City will not issue an occupancy permit for any dwelling within the Plat until the Improvements necessary for said dwelling including sidewalk are accepted and dedicated and all fees related to the dedicated Improvements are paid. All other necessary utilities, including but not limited to telephone/fiber optic, electric and gas utilities, must also be connected and in operating condition for an occupancy permit to be issued. The second lift of asphalt street pavement need not be installed provided there is a sufficient financial guarantee under Section I, Subsection A (Streets & Sidewalks) and/or Section IV, Subsection C (Letter of Credit) of this Agreement to insure the installation of the second lift. Conditional provisions for the installation of any required sidewalk must be made if the sidewalk is not installed prior to requesting the Certificate of Occupancy. The Developer may request dedication of the Improvements in phases, however, no less than a completed street or significant portion thereof shall be dedicated. The City will not be required to accept dedication of a single Improvement (sewer main, water main, etc.) without the dedication of all other related improvements in the street. Dedications shall not be made on a lot to lot basis.

D. **Reimbursement of City Costs.**

1. The Developer shall reimburse the City for any and all costs, including wages, salaries, benefits and administrative costs, related to City review and approval of plans and design, for inspection of the Improvements, and for conversion of the Developer's as-built documentation into the City's permanent record system (GIS). The City shall invoice the Developer the actual wage and benefit costs plus a 20% administrative charge. Developer shall submit payment of this invoice within 30 days of receipt of each invoice.
2. The Developer shall pay the actual costs for inspection and testing of the Improvements and materials used therein that are performed by independent agencies.

III. **Dedication of Improvements.**

A. **Completion Date.**

1. All Improvements shall be completed by July 31 , 2026.
2. Developer's performance hereunder shall not be subject to breach if due to force majeure, including but not limited to acts of God, weather, strikes, shortages in materials and labor.
3. In the event the Improvements are not completed by the Completion Date, except where due to force majeure, including acts of God, weather, labor strikes or severe shortages in labor or materials, the City may perform, install, replace, repair,

construct or arrange for the performance, installation, replacement, repair or construction of any work or improvements not completed by the Developer in accordance with this Agreement and the City's standard specifications. Prior to proceeding with such performance, installation, replacement, repair or construction, the City shall give the Developer written notice of any deficiency in the Developer's performance and allow not less than 30 calendar days for the Developer to correct such deficiency. The Developer shall pay the City all costs associated with such performance, installation, replacement, repair or construction. The City may draw on the letter of credit or cash deposit for such costs pursuant to Section IV, Subsection C of this Agreement.

B. Inspection.

1. All Improvements and materials used in Improvements shall be inspected by the City, unless otherwise agreed to by the City.
2. Within 30 days of approval of Improvements, the Director shall report the satisfactory completion and recommend acceptance of the Developer's dedication of the Improvements to the Common Council.

C. As-Built.

1. After completion of all public improvements and prior to final acceptance of the dedication of the Improvements, the Developer shall prepare and have approved by the City as-built documents. As-built documents shall be submitted as a hard paper copy and in electronic (AutoCad) format.
2. Developer shall also provide a complete breakdown of costs for each dedicated improvement for accounting of City assets.

D. Dedication.

1. Subject to all of the other provisions of this Agreement and the exhibits hereto attached, the Developer shall, upon completion of the Improvements, unconditionally, and without charge to the City, give, grant, convey and fully dedicate the same with the exception of sanitary and storm sewer laterals and water laterals lying outside of dedicated right-of-way, to the City, its successors and assigns forever, free and clear of all encumbrances whatever; together with (without limitation because of enumeration) all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to the Improvements, together with any and all necessary easements for

access thereto. The Developer's written request to dedicate the Improvements to the City shall be submitted to the Director.

2. Upon Developer meeting all of the terms of this Agreement, the City shall accept dedication of the Improvements. The City Clerk shall provide the Developer with a certified copy of the Common Council resolutions accepting Improvements hereunder which the Developer may record to evidence compliance with this Agreement.
3. Upon acceptance of the dedication of Improvements, the City shall have the right to connect, integrate or otherwise alter the Improvements as it deems necessary and without payment, notice or consent of the Developer.

IV. Warranties and Guarantees.

A. Improvement Guarantee. The Developer guarantees all Improvements against defects which appear within a period of one year from the date of acceptance of the dedication by the City as herein provided.

1. The Developer shall televise all mainline sanitary and storm sewers two (2) months prior to the expiration of the warranty and deliver a copy of the televising report and portable external hard drive to the City. Portable external hard drive shall be manufactured by Western Digital, Seagate, Buffalo, or approved equal. The hard drive shall use USB connectivity and be compatible with USB 2.0, operate at 7,200 rpm and operate on 120 volts AC.
2. In the event of a defect or failure of any Improvement, Developer shall pay for the cost of repair and any corresponding damages resulting from the defect or failure of the Improvement.
3. If Developer fails to make the requested repairs within 30 days of written notice of the defect, the City may make the repairs and all costs associated with the repair shall be the responsibility of the Developer. The Developer may request reasonable extensions from the 30 day period. Such requests shall be made in writing to the Director.
4. Notice requirements shall not apply in emergency situations. In emergencies, the City may proceed with repairing the defect and shall submit notice of the defect and the repair to Developer within seven business days. The Developer shall be responsible for all costs associated with the repair.

B. Title Warranty.

1. The Developer warrants that the Developer is the owner of all property within the Plat, that the Developer has full right and authority to make the agreements, warranties, consents and waivers in this Agreement and that upon recording the resolution accepting dedication of the Improvements, the City shall have good, indefeasible title to all interests in property dedicated or conveyed to the City by the Plat, this Agreement or other instruments required by this Agreement.
2. Prior to recording the Plat, the Developer shall provide the City with title evidence acceptable to the City showing that the Developer has title as warranted above.
3. The Developer shall defend, indemnify and hold the City harmless from any claims, suits or damages related to the City's acquisition or ownership of interests in property including, but not limited to, claims for inverse condemnation or relocation benefits under Chapter 32 of the Wisconsin Statutes.

C. Letter of Credit.

1. The Developer shall provide to the City a perpetual irrevocable letter of credit issued pursuant to Chapter 405 of the Wisconsin Statutes in the initial amount of \$XXX,XXX.00, which shall assure the faithful performance of the Developer's obligations under this Agreement. Exhibit A is attached only to show the calculation used to determine the amount of the letter of credit. The letter of credit shall be payable to the City and shall be conditioned upon and guarantee to the City the performance by the Developer of its obligations under this Agreement. The letter of credit shall be approved as to form by the City Attorney.
2. The amount of letter of credit may be reduced from time to time by the request of the Developer and the approval of the Director in amounts equal to the value of Improvements which have been installed, completed and accepted by the City. In no event shall the amount of the credit be reduced below the aggregate total estimated cost of the Improvements not yet installed or accepted plus a 5% retainage.
3. Upon acceptance and dedication of all Improvements and upon payment of all outstanding invoices, the City shall release the letter of credit.

4. In lieu of a letter of credit, the Developer may place on deposit with the City of Green Bay a sum equal to the value of the letter of credit. This deposit shall be with a financial institution of the City's designation. Only the City of Green Bay Finance Director or Treasurer and Public Works Director shall have access to the account. All other provisions of this section shall apply.

D. Developer's Responsibility for Work.

1. The work shall be under the charge and care of the Developer until all Improvements have been accepted by the City. The Developer is solely responsible for all safety issues arising out of the job site, including signage, barricades and any requirements to ensure the safety of all persons in or about the job site.
2. The Developer shall be responsible for all damage, bodily injury or death arising out of the work whether from maintaining an "attractive nuisance" or otherwise. Where apparent or potential hazards occur incident to its conduct of the work, the Developer shall provide other reasonable safeguards, including all proper signage and barricades of the work site. Developer's responsibility under this subsection shall terminate when all improvements have been accepted by the City.
3. The Developer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work, the Developer shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

Safety precautions, as applicable, shall include but not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of safety measures.

4. The obligations and responsibilities of the Developer as set forth in this Agreement may be achieved by the Developer through subsequent contracts between the Developer and qualified third parties whereby such third parties may accept and assume such

obligations and responsibilities, so long as all obligations and responsibilities are met to the satisfaction of the City.

E. Insurance Requirements.

1. The Developer shall not commence work under this Agreement until it has obtained the insurance required under this section. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City.

Worker's Compensation Requirements: The Developer shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Developer shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Waiver of Workers Compensation Subrogation -The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

Commercial General Liability Insurance: The Developer shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than one million dollars (\$1,000,000) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (F) Per contract aggregate.

Motor Vehicle Liability: The Developer shall procure and maintain during the life of this Agreement, Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability of not less than one million dollars (\$1,000,000) per occurrence combined single limit Bodily Injury and Property

Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

Professional Liability (Errors and Omissions): The Developer shall procure and maintain during the life of this agreement a minimum of \$2,000,000 each claim \$3,000,000 annual aggregate and any deductible not to exceed \$25,0000 each claim of professional liability insurance. The coverage shall continue for three (3) years after infrastructure dedication to the City.

Contractors Pollution Liability (Occurrence Basis): The Developer shall procure and maintain during the life of this agreement a limit of liability of \$1,000,000, policy must include natural resources damage, as a minimum shall include waiver of subrogation endorsement in favor of the City.

Umbrella Liability Insurance: The Developer shall procure and maintain during the life of this Agreement five million dollars (\$5,000,000) for bodily injury, personal injury and property damage in excess of coverage carried for Employer's Liability, Commercial General Liability and Motor Vehicle Liability as described above.

2. **Additional Insured:** The Developer shall name the City of Green Bay, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers Additional Insured on the Commercial General Liability and Vehicle Liability Policies. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
3. **Cancellation Notice:** All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301.
4. **Proof of Insurance Coverage:** The Developer shall provide to the City at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished.
5. **Continuation of Coverage:** If any of the above coverages expire during the term of this Agreement, the Developer shall deliver renewal certificates and/or policies to the City at least 10 days prior to the expiration date.

F. Indemnification (Hold Harmless).

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

In any and all claims against the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of the Developer, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer or any subcontractor under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefits acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions of this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

The Developer shall reimburse the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers for any and all

legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Developer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

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

Notwithstanding any other portions of this Agreement, there is no waiver intended nor is the Developer or its insurers estopped from reliance upon the limitations and immunities normally inuring to the benefit of the additional insured (indemnified entity) including immunities contained within Wisconsin law, including but not limited to those found in Wisconsin Statute S. 893.80.

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

- G. **Personal Liability of Public Officials.** In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, provided they act within their scope of public employment, there shall be no personal liability of the City's officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

V. **Miscellaneous Rights and Provisions.**

A. **Preservation of Assessment Rights.**

In addition to other remedies provided to the City by this Agreement, the City shall have the right, without notice or hearing, to impose special assessments on the lots in the Plat for any amount to which the City is specifically entitled by virtue of this Agreement. This provision constitutes the Developer's consent to the installation by the City of all public improvements specifically required by this Agreement and acknowledgment of special benefit and the Developer's waiver of notice and hearing on, and consent to, all special assessment proceedings as described in Sec. 66.0703(7)(b) of the Wisconsin Statutes as they apply to the Improvements to be installed pursuant to this Agreement.

- B. **Remedies Not Exclusive.** The remedies provided in this section are not exclusive. The City may use any other remedies available to it under the

Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

- C. **Law to be Observed.** The Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect or which may be placed in effect which may affect the conduct of the work to be accomplished under this Agreement. The Developer shall indemnify and save harmless, the City and all its agents, officers and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or order, whether by itself or its agents, employees or contractors. The Developer shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the work to be completed under this Agreement.
- D. **Amendments.** The City and the Developer may, by mutual written consent, amend this Developer's Agreement.
- E. **Binding Effect.** The Developer warrants that it is the owner of all property within the Plat and has full right and authority to make this Agreement. This Agreement and the grants, warranties, obligations, consents and waivers contained herein shall run with the land and be binding upon the Developer, its successors and assigns including all individual lot owners within the Plat.
- F. **Survey Monuments.** The Developer has certified that all survey or other monuments required by statute or ordinance have been properly placed and installed. Any monuments disturbed during construction of improvements shall be restored and certified by a Professional Land Surveyor.
- G. **Zoning.** The City does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the City agree to rezone the lands into a different zoning district. Any rezoning that may take place shall not void this Agreement.
- H. **Indemnification for Environmental Contamination.** The Developer shall indemnify, defend and hold the City, its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs or loss (including reasonable fees for attorneys, consultants and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to or in connection with the Plat or this Agreement (including, but not limited to, street right-of-way and park land) of any toxic or hazardous substances (as defined by Federal and State law) arising from any activity of the Developer occurring prior to the acceptance of all improvements, except if such toxic or hazardous substances were directly caused by the City, its officers, agents or employees. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs

incurred in connection with any site investigation or any remedial, removal or restoration work required by any local, state or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air or any other receptor.

The City shall immediately notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. The City also agrees that following notification to the Developer that contamination may exist, the City shall make all reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state or federal agencies to comply with applicable laws.

I. Restrictive Covenants. Developer shall record the following restrictive covenants for each lot within the development:

1. All lot grading and building construction activities shall conform to the intent of the approved "Final" Grading Plan.
2. All lot improvements, including, but not limited to, driveways, retaining walls, drainage swales, landscaping berms, patios, decks, swimming pools and accessory structures, shall be completed in a manner in accordance with the approved "Final" Grading Plan and Stormwater Management Plan, and shall not adversely affect adjoining lots.
3. Preservation of Private Easements. All private drainage easements shown on the Plat shall be preserved and maintained by property owners in accordance with the approved Grading Plan and Stormwater Management Plan. The foregoing covenants are binding upon the Developer and the owners of all lots within the Plat and may be enforced by the City, the Developer or any owner of a lot within the Plat.
4. Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

J. Public Easements. All easements dedicated to and accepted by the City or the public on the Plat or by this Agreement grant the City the right to construct, install, maintain, inspect, repair and replace the designated improvements in, on, over or under such easements. Lots within the Plat shall not be used in a manner which interferes with the City's easement rights. The City's only obligation to restore the property after any use by the City of its easements shall be to grade the soil, replace topsoil and plant grass seed.

K. Soil Compaction Certification. The Developer shall obtain certification of the soil compaction from a qualified soils engineer and approval of the

compaction shall be obtained from the Director for those portions of lots that are substantially filled prior to issuance of building permits.

IN WITNESS WHEREOF, the Developer has caused this Agreement to be signed this _____ day of _____, 2025.

Broadway Realty, LLC

By _____
David Cuene

CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # K.2

To approve the request by Bay Settlement Investments, LLC to enter into a Developer's Agreement for the installation of pavement and all utilities related to the development of Eaton Heights Third Addition subdivision.

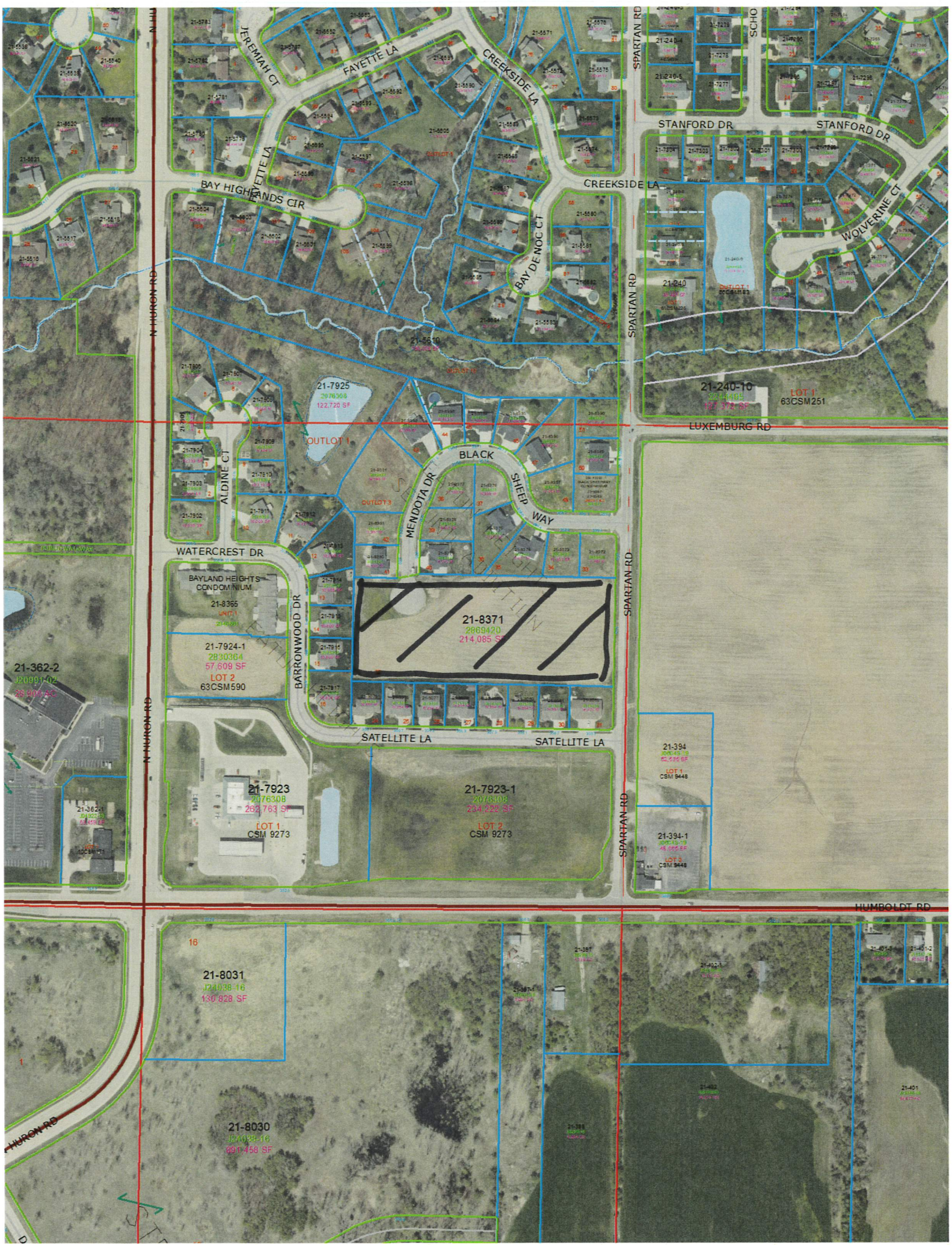
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. I&S Item 2
2. Developers Agreement Bay Settlement



21-362-2
J20090402
38,300 SF

21-362-1
J200209
24,459 SF

21-8030
J24038-16
89,745 SF

21-8031
J24038-16
130,828 SF

21-8031
J24038-16
130,828 SF

21-8030
J24038-16
89,745 SF

21-7923
J2076308
282,763 SF
LOT 1
CSM 9273

21-7924-1
J2830364
57,609 SF
LOT 2
63CSM590

21-8365
J40701
27,460 SF

21-7925
J2076308
122,720 SF

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21-8371
J2869420
214,085 SF

21-7923-1
J2076308
284,222 SF
LOT 2
CSM 9273

21-394
J20043-19
52,536 SF
LOT 1
CSM 9448

21-394-1
J20043-19
45,592 SF
LOT 2
CSM 9448

21-394
J20043-19
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J20043-19
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21-240-10
J224488
157,372 SF
LOT 1
63CSM251

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21-401
J24038-16
130,828 SF

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J24038-16
130,828 SF

21-401
J24038-16
130,828 SF

21-401
J24038-16
130,828 SF

DEVELOPER'S AGREEMENT

This Agreement is made this ____ day of _____, 2025, by and between Bay Settlement Investments, LLC (hereinafter the "Developer") and the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin (hereinafter the "City").

WHEREAS, the Developer is the owner of lands within the City legally described as:

Lot 32, Eaton Heights, Second Addition, Volume 24, Pages 114-115, Document Number 2869420, Located in part of the Southwest ¼ of the Southwest ¼ of Section 36, Township 24 North, Range 21 East, City of Green Bay, Brown County, Wisconsin.

WHEREAS, the City Plan Commission has recommended to the Common Council and the Common Council has approved the Eaton Heights 3rd Addition Subdivision (the "Plat") on the condition that the Developer enter into an Agreement with the City relative to the manner and method by which the Plat will be developed in accordance with City ordinances and codes; and

WHEREAS, the Improvement and Services Committee has authorized, as approved by the Common Council, the City to enter into a Developer's Agreement for purposes of completing the Eaton Heights 3rd Addition Subdivision.

NOW, THEREFORE, in consideration of the approval by the City of the Plat prior to the installation and completion of all required improvements, it is agreed as follows:

- I. **Installation of Improvements.** Improvements include all projects identified in Section I, Subsections A through H (hereinafter "Improvements"). All Improvements shall be constructed by the Developer in accordance with design plans submitted by the Developer and approved by the Director of Public Works (hereinafter "Director"). Said plans and materials used shall comply with the current edition of the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction including all supplements, unless otherwise approved by the Director. The applicable design plans shall be approved by the Director prior to commencement of construction of each Improvement. The Director, in his sole determination, may order amendments to the approved plans in the event that actual conditions of the site upon inspection require said amendments to ensure the safety, quality and durability of the Improvements. The Developer is further responsible for obtaining any and all necessary permits for the Improvements. A copy of all permits issued by agencies, other than the City, shall be submitted to the Director. The Developer may begin work on the Improvements upon conditional approval of the plat and upon Developer obtaining all necessary permits. Developer assumes the risk for any further changes to the final plat thereafter. All Improvements shall be constructed by a contractor hired by the

Developer subject to the approval of the City, which approval shall not be unreasonably withheld.

A. Streets & Sidewalks.

1. The streets shall be constructed as depicted by the Developer in the conditionally approved Plat. Streets shall consist of asphalt pavement over gravel base with concrete curb and gutter on both sides of the street. The lower course of asphalt shall be laid prior to the dedication of the right of way.
2. The sidewalks shall be constructed as depicted by the Developer in the Conditionally Approved Plat. Sidewalks shall be required to connect XXXXXXXX. Sidewalks shall consist of cast-in-place concrete panels over a gravel base. The sidewalk shall be installed by a City Concrete Sidewalk Builder Licensee.

B. Sanitary Sewer Collection.

1. The Developer shall furnish, construct and install all sanitary sewers in the Development. The location of the sanitary sewer shall be approved by the Director prior to commencement of work.
2. The Developer shall install sanitary sewer laterals to serve each lot in the Plat. All laterals shall be installed to the lot line and shall remain under the ownership and control of the Developer or owner of lot or its successor or assign.
3. All sanitary sewer main and lateral construction shall be completed prior to the start of street construction.

C. Water Distribution.

1. The Developer shall furnish, construct and install water mains in the Development. The location of the water mains shall be approved by the Director prior to commencement of work.
2. The Developer shall install water laterals to serve each lot in the Plat. All laterals shall be installed to the lot line. Only the portion of the water lateral located between the water main and the curb stop shall be dedicated to the City. The remaining portion of the lateral shall remain under the ownership and control of the Developer or owner of lot or its successor or assign.
3. All water main and service lateral construction shall be completed prior to the start of street construction.

D. Storm Sewers and Stormwater Management Facilities.

1. The Developer shall furnish, construct and install storm sewers as needed in the Development. The location of the storm sewers shall be approved by the Director prior to commencement of work.
2. The Developer shall install any necessary stormwater service laterals to serve each lot in the Plat. All laterals shall be installed to the lot line and shall remain under the ownership and control of the Developer or owner of lot or its successor or assign.
3. All storm sewer main and lateral construction shall be completed prior to the start of construction of the street.
4. Developer shall provide storm sewer and drainage swales to manage backyard drainage within the development. The storm sewer and drainage swales for backyard drainage shall remain under the ownership and control of the Developer or owner of the lot or its successor or assign.

E. Street Lights.

1. The Developer shall install XXX (XXX) new WPSC owned 9,000 lumen LED street lights. Street lights shall be installed between lots X & X & X & X. Developer shall pay \$1,500.00 to cover the installation cost of the street lights and all lights shall be operational at the time the infrastructure dedication to the City of Green Bay.

F. Erosion Control Plan.

1. Prior to the commencement of construction, the Developer must receive approval from the City of an erosion control plan that conforms to City, state and federal laws and regulations. The Developer shall comply with the approved erosion control plan at all times or be subject to daily citations and penalties.
2. It is the Developer's responsibility to ensure permits are also received from any other state or federal agency as may be required, including under NR 216 of the Wisconsin Administrative Code.
3. In the event the Developer fails to comply with the erosion control plan and fails to take timely and corrective action with respect to correction orders, the City may take any action reasonably necessary to implement the approved erosion control plan and all costs to implement said plan shall be the responsibility of the Developer. In

this event, the City may draw upon the Developer's letter of credit under Section IV, Subsection C of this Agreement to cover the costs of implementing the erosion control plan.

G. Grading Plan.

1. The Developer shall submit a Final Grading Plan for approval by the Director. All grading of the Plat and individual lots and outlots shall be graded in conformity with the approved Final Grading Plan..
2. Upon completion of the grading of the Plat, the Developer shall submit to the City a certification by a licensed surveyor that the site has been graded in accordance with the Final Grading Plan.

H. Utilities.

All utilities serving the Plat, including, but not limited to, electric power, natural gas, telephone and cable, shall be installed underground. Except as otherwise provided in this section, all utility equipment appurtenances, conduits, lines and structures shall be installed within the designated utility easements as depicted on the approved Plat.

II. Permits and Fees.

A. Park Fees and Land Dedication.

1. Developer shall be required to pay a park fee of \$XX,XXX.00.
2. Developer shall be required to pay a street tree fee of \$XX,XXX.00.

B. Building Permits. The City shall not issue building permits for lots within the Plat until such time as:

1. The Developer has substantially complied with the provisions of this Agreement as determined by the Director. But in no event shall a building permit be issued unless the lot to be developed abuts substantially completed Improvements and access to said lot is through substantially completed Improvements.
2. The City may add any additional conditions it deems necessary as it relates to the Improvement as conditions to the building permit.

- C. **Occupancy Permits.** The City will not issue an occupancy permit for any dwelling within the Plat until the Improvements necessary for said dwelling including sidewalk are accepted and dedicated and all fees related to the dedicated Improvements are paid. All other necessary utilities, including but not limited to telephone/fiber optic, electric and gas utilities, must also be connected and in operating condition for an occupancy permit to be issued. The second lift of asphalt street pavement need not be installed provided there is a sufficient financial guarantee under Section I, Subsection A (Streets & Sidewalks) and/or Section IV, Subsection C (Letter of Credit) of this Agreement to insure the installation of the second lift. Conditional provisions for the installation of any required sidewalk must be made if the sidewalk is not installed prior to requesting the Certificate of Occupancy. The Developer may request dedication of the Improvements in phases, however, no less than a completed street or significant portion there of shall be dedicated. The City will not be required to accept dedication of a single Improvement (sewer main, water main, etc.) without the dedication of all other related improvements in the street. Dedications shall not be made on a lot to lot basis.

D. **Reimbursement of City Costs.**

1. The Developer shall reimburse the City for any and all costs, including wages, salaries, benefits and administrative costs, related to City review and approval of plans and design, for inspection of the Improvements, and for conversion of the Developer's as-built documentation into the City's permanent record system (GIS). The City shall invoice the Developer the actual wage and benefit costs plus a 20% administrative charge. Developer shall submit payment of this invoice within 30 days of receipt of each invoice.
2. The Developer shall pay the actual costs for inspection and testing of the Improvements and materials used therein that are performed by independent agencies.

III. **Dedication of Improvements.**

A. **Completion Date.**

1. All Improvements shall be completed by December 31 2025.
2. Developer's performance hereunder shall not be subject to breach if due to force majeure, including but not limited to acts of God, weather, strikes, shortages in materials and labor.
3. In the event the Improvements are not completed by the Completion Date, except where due to force majeure, including acts of God, weather, labor strikes or severe shortages in labor or materials, the City may perform, install, replace, repair,

construct or arrange for the performance, installation, replacement, repair or construction of any work or improvements not completed by the Developer in accordance with this Agreement and the City's standard specifications. Prior to proceeding with such performance, installation, replacement, repair or construction, the City shall give the Developer written notice of any deficiency in the Developer's performance and allow not less than 30 calendar days for the Developer to correct such deficiency. The Developer shall pay the City all costs associated with such performance, installation, replacement, repair or construction. The City may draw on the letter of credit or cash deposit for such costs pursuant to Section IV, Subsection C of this Agreement.

B. Inspection.

1. All Improvements and materials used in Improvements shall be inspected by the City, unless otherwise agreed to by the City.
2. Within 30 days of approval of Improvements, the Director shall report the satisfactory completion and recommend acceptance of the Developer's dedication of the Improvements to the Common Council.

C. As-Built.

1. After completion of all public improvements and prior to final acceptance of the dedication of the Improvements, the Developer shall prepare and have approved by the City as-built documents. As-built documents shall be submitted as a hard paper copy and in electronic (AutoCad) format.
2. Developer shall also provide a complete breakdown of costs for each dedicated improvement for accounting of City assets.

D. Dedication.

1. Subject to all of the other provisions of this Agreement and the exhibits hereto attached, the Developer shall, upon completion of the Improvements, unconditionally, and without charge to the City, give, grant, convey and fully dedicate the same with the exception of sanitary and storm sewer laterals and water laterals lying outside of dedicated right-of-way, to the City, its successors and assigns forever, free and clear of all encumbrances whatever; together with (without limitation because of enumeration) all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to the Improvements, together with any and all necessary easements for

access thereto. The Developer's written request to dedicate the Improvements to the City shall be submitted to the Director.

2. Upon Developer meeting all of the terms of this Agreement, the City shall accept dedication of the Improvements. The City Clerk shall provide the Developer with a certified copy of the Common Council resolutions accepting Improvements hereunder which the Developer may record to evidence compliance with this Agreement.
3. Upon acceptance of the dedication of Improvements, the City shall have the right to connect, integrate or otherwise alter the Improvements as it deems necessary and without payment, notice or consent of the Developer.

IV. Warranties and Guarantees.

A. Improvement Guarantee. The Developer guarantees all Improvements against defects which appear within a period of one year from the date of acceptance of the dedication by the City as herein provided.

1. The Developer shall televise all mainline sanitary and storm sewers two (2) months prior to the expiration of the warranty and deliver a copy of the televising report and portable external hard drive to the City. Portable external hard drive shall be manufactured by Western Digital, Seagate, Buffalo, or approved equal. The hard drive shall use USB connectivity and be compatible with USB 2.0, operate at 7,200 rpm and operate on 120 volts AC.
2. In the event of a defect or failure of any Improvement, Developer shall pay for the cost of repair and any corresponding damages resulting from the defect or failure of the Improvement.
3. If Developer fails to make the requested repairs within 30 days of written notice of the defect, the City may make the repairs and all costs associated with the repair shall be the responsibility of the Developer. The Developer may request reasonable extensions from the 30 day period. Such requests shall be made in writing to the Director.
4. Notice requirements shall not apply in emergency situations. In emergencies, the City may proceed with repairing the defect and shall submit notice of the defect and the repair to Developer within seven business days. The Developer shall be responsible for all costs associated with the repair.

B. Title Warranty.

1. The Developer warrants that the Developer is the owner of all property within the Plat, that the Developer has full right and authority to make the agreements, warranties, consents and waivers in this Agreement and that upon recording the resolution accepting dedication of the Improvements, the City shall have good, indefeasible title to all interests in property dedicated or conveyed to the City by the Plat, this Agreement or other instruments required by this Agreement.
2. Prior to recording the Plat, the Developer shall provide the City with title evidence acceptable to the City showing that the Developer has title as warranted above.
3. The Developer shall defend, indemnify and hold the City harmless from any claims, suits or damages related to the City's acquisition or ownership of interests in property including, but not limited to, claims for inverse condemnation or relocation benefits under Chapter 32 of the Wisconsin Statutes.

C. Letter of Credit.

1. The Developer shall provide to the City a perpetual irrevocable letter of credit issued pursuant to Chapter 405 of the Wisconsin Statutes in the initial amount of \$XXX,XXX.00, which shall assure the faithful performance of the Developer's obligations under this Agreement. Exhibit A is attached only to show the calculation used to determine the amount of the letter of credit. The letter of credit shall be payable to the City and shall be conditioned upon and guarantee to the City the performance by the Developer of its obligations under this Agreement. The letter of credit shall be approved as to form by the City Attorney.
2. The amount of letter of credit may be reduced from time to time by the request of the Developer and the approval of the Director in amounts equal to the value of Improvements which have been installed, completed and accepted by the City. In no event shall the amount of the credit be reduced below the aggregate total estimated cost of the Improvements not yet installed or accepted plus a 5% retainage.
3. Upon acceptance and dedication of all Improvements and upon payment of all outstanding invoices, the City shall release the letter of credit.

4. In lieu of a letter of credit, the Developer may place on deposit with the City of Green Bay a sum equal to the value of the letter of credit. This deposit shall be with a financial institution of the City's designation. Only the City of Green Bay Finance Director or Treasurer and Public Works Director shall have access to the account. All other provisions of this section shall apply.

D. Developer's Responsibility for Work.

1. The work shall be under the charge and care of the Developer until all Improvements have been accepted by the City. The Developer is solely responsible for all safety issues arising out of the job site, including signage, barricades and any requirements to ensure the safety of all persons in or about the job site.
2. The Developer shall be responsible for all damage, bodily injury or death arising out of the work whether from maintaining an "attractive nuisance" or otherwise. Where apparent or potential hazards occur incident to its conduct of the work, the Developer shall provide other reasonable safeguards, including all proper signage and barricades of the work site. Developer's responsibility under this subsection shall terminate when all improvements have been accepted by the City.
3. The Developer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work, the Developer shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

Safety precautions, as applicable, shall include but not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of safety measures.

4. The obligations and responsibilities of the Developer as set forth in this Agreement may be achieved by the Developer through subsequent contracts between the Developer and qualified third parties whereby such third parties may accept and assume such

obligations and responsibilities, so long as all obligations and responsibilities are met to the satisfaction of the City.

E. Insurance Requirements.

1. The Developer shall not commence work under this Agreement until it has obtained the insurance required under this section. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City.

Worker's Compensation Requirements: The Developer shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Developer shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Waiver of Workers Compensation Subrogation -The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

Commercial General Liability Insurance: The Developer shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than one million dollars (\$1,000,000) per occurrence and \$2,000,000 annual aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (F) Per contract aggregate.

Motor Vehicle Liability: The Developer shall procure and maintain during the life of this Agreement, Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability of not less than one million dollars (\$1,000,000) per occurrence combined single limit Bodily Injury and Property

Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

Professional Liability (Errors and Omissions): The Developer shall procure and maintain during the life of this agreement a minimum of \$2,000,000 each claim \$3,000,000 annual aggregate and any deductible not to exceed \$25,000 each claim of professional liability insurance. The coverage shall continue for three (3) years after infrastructure dedication to the City.

Contractors Pollution Liability (Occurrence Basis): The Developer shall procure and maintain during the life of this agreement a limit of liability of \$1,000,000, policy must include natural resources damage, as a minimum shall include waiver of subrogation endorsement in favor of the City.

Umbrella Liability Insurance: The Developer shall procure and maintain during the life of this Agreement five million dollars (\$5,000,000) for bodily injury, personal injury and property damage in excess of coverage carried for Employer's Liability, Commercial General Liability and Motor Vehicle Liability as described above.

2. **Additional Insured:** The Developer shall name the City of Green Bay, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers Additional Insured on the Commercial General Liability and Vehicle Liability Policies. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
3. **Cancellation Notice:** All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301."
4. **Proof of Insurance Coverage:** The Developer shall provide to the City at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished.
5. **Continuation of Coverage:** If any of the above coverages expire during the term of this Agreement, the Developer shall deliver renewal certificates and/or policies to the City at least 10 days prior to the expiration date.

F. Indemnification (Hold Harmless).

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

In any and all claims against the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of the Developer, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer or any subcontractor under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefits acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions of this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

The Developer shall reimburse the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Developer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

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

Notwithstanding any other portions of this Agreement, there is no waiver intended nor is the Developer or its insurers estopped from reliance upon the limitations and immunities normally inuring to the benefit of the additional insured (indemnified entity) including immunities contained within Wisconsin law, including but not limited to those found in Wisconsin Statute S. 893.80.

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

- G. Personal Liability of Public Officials.** In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, provided they act within their scope of public employment, there shall be no personal liability of the City's officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

V. Miscellaneous Rights and Provisions.

A. Preservation of Assessment Rights.

In addition to other remedies provided to the City by this Agreement, the City shall have the right, without notice or hearing, to impose special assessments on the lots in the Plat for any amount to which the City is specifically entitled by virtue of this Agreement. This provision constitutes the Developer's consent to the installation by the City of all public improvements specifically required by this Agreement and acknowledgment of special benefit and the Developer's waiver of notice and hearing on, and consent to, all special assessment proceedings as described in Sec. 66.0703(7)(b) of the Wisconsin Statutes as they apply to the Improvements to be installed pursuant to this Agreement.

- B. **Remedies Not Exclusive.** The remedies provided in this section are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.
- C. **Law to be Observed.** The Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect or which may be placed in effect which may affect the conduct of the work to be accomplished under this Agreement. The Developer shall indemnify and save harmless, the City and all its agents, officers and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or order, whether by itself or its agents, employees or contractors. The Developer shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the work to be completed under this Agreement.
- D. **Amendments.** The City and the Developer may, by mutual written consent, amend this Developer's Agreement.
- E. **Binding Effect.** The Developer warrants that it is the owner of all property within the Plat and has full right and authority to make this Agreement. This Agreement and the grants, warranties, obligations, consents and waivers contained herein shall run with the land and be binding upon the Developer, its successors and assigns including all individual lot owners within the Plat.
- F. **Survey Monuments.** The Developer has certified that all survey or other monuments required by statute or ordinance have been properly placed and installed. Any monuments disturbed during construction of improvements shall be restored and certified by a Professional Land Surveyor.
- G. **Zoning.** The City does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the City agree to rezone the lands into a different zoning district. Any rezoning that may take place shall not void this Agreement.
- H. **Indemnification for Environmental Contamination.** The Developer shall indemnify, defend and hold the City, its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs or loss (including reasonable fees for attorneys, consultants and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to or in connection with the Plat or this Agreement (including, but not limited to, street right-of-way and park land) of any toxic or hazardous substances (as defined by Federal and State law) arising from any activity of the Developer occurring prior to the acceptance of all improvements, except if such toxic or hazardous substances were directly caused by the

City, its officers, agents or employees. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal or restoration work required by any local, state or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air or any other receptor.

The City shall immediately notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. The City also agrees that following notification to the Developer that contamination may exist, the City shall make all reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state or federal agencies to comply with applicable laws.

I. Restrictive Covenants. Developer shall record the following restrictive covenants for each lot within the development:

1. All lot grading and building construction activities shall conform to the intent of the approved "Final" Grading Plan.
2. All lot improvements, including, but not limited to, driveways, retaining walls, drainage swales, landscaping berms, patios, decks, swimming pools and accessory structures, shall be completed in a manner in accordance with the approved "Final" Grading Plan and Stormwater Management Plan, and shall not adversely affect adjoining lots.
3. Preservation of Private Easements. All private drainage easements shown on the Plat shall be preserved and maintained by property owners in accordance with the approved Grading Plan and Stormwater Management Plan. The foregoing covenants are binding upon the Developer and the owners of all lots within the Plat and may be enforced by the City, the Developer or any owner of a lot within the Plat.
4. Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

J. Public Easements. All easements dedicated to and accepted by the City or the public on the Plat or by this Agreement grant the City the right to construct, install, maintain, inspect, repair and replace the designated improvements in, on, over or under such easements. Lots within the Plat shall not be used in a manner which interferes with the City's easement rights. The City's only obligation to restore the property after any use by the City of its easements shall be to grade the soil, replace topsoil and plant grass seed.

- K. **Soil Compaction Certification.** The Developer shall obtain certification of the soil compaction from a qualified soils engineer and approval of the compaction shall be obtained from the Director for those portions of lots that are substantially filled prior to issuance of building permits.

IN WITNESS WHEREOF, the Developer has caused this Agreement to be signed this _____ day of _____, 2025.

Bay Settlement Investments, LLC

By _____
John Bunker

CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # K.3

To approve Director of Public Works to enter into professional services agreements with six engineering firms for future stormwater engineering services on an as-needed basis.

BACKGROUND

The City solicited expressions of interest for consultants interested in providing professional engineering services related to stormwater management over a two-year period. The services may include design, modeling, permitting, planning, and other technical or engineering services. Fourteen engineering firms provided submittals demonstrating their interest and qualifications. The submittals were evaluated on firm's technical expertise and experience, qualifications of project team, understanding of task requirements, capability for timely response, overall quality and completeness of submittal, knowledge and experience with local and regional projects of a similar nature, and cost of services. The City selected a "short list" of six firms to enter into professional service agreements for stormwater management services. As engineering services are required, the "short list" of qualified consultants will be used to select a consultant or consultants to solicit proposals or quotations for individual projects or services during the two year term. The professional service agreements may be extended for an additional two years in one year increments. The intent of the "short list" process is to simplify and expedite consultant selection on an individual project basis where appropriate.

The selected "short list" firms include:

Ayres Associates, Inc.

GRAEF

Hey & Associates, Inc.

McMahon Associates, Inc.

raSMith

Strand Associates, Inc.

RECOMMENDATION

To approve the Director of Public Works to enter into professional services agreements with six engineering firms for future stormwater engineering services on an as needed basis.

FISCAL IMPACT

None

ATTACHMENTS

None



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # K.4

To approve Director of Public Works to enter into professional services agreements with five engineering firms for future sanitary sewer engineering services on an as-needed basis.

BACKGROUND

The City solicited expressions of interest for consultants interested in providing professional engineering services related to sanitary sewer engineering services over a two-year period. The services may include design, modeling, permitting, planning, and other technical or engineering services. Twelve engineering firms provided submittals demonstrating their interest and qualifications. The submittals were evaluated on firm's technical expertise and experience, qualifications of project team, understanding of task requirements, capability for timely response, overall quality and completeness of submittal, knowledge and experience with local and regional projects of a similar nature, and cost of services. The City selected a "short list" of five firms to enter into professional service agreements for sanitary sewer engineering services. As engineering services are required, the "short list" of qualified consultants will be used to select a consultant or consultants to solicit proposals or quotations for individual projects or services during the two year term. The professional service agreements may be extended for an additional two years in one year increments. The intent of the "short list" process is to simplify and expedite consultant selection on an individual project basis where appropriate.

Brown and Caldwell
GRAEF
raSMith
Ruekert & Mielke, Inc.
Strand Associates, Inc.

RECOMMENDATION

To approve the Director of Public Works to enter into professional services agreements with five engineering firms for future sanitary sewer engineering services on an as needed basis.

FISCAL IMPACT

None

ATTACHMENTS

None



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # K.5

To approve the request by Department of Public Works to remove Reed Street-Oxford Avenue to Allard Street, Oxford Avenue-Dousman Street to Reed Street, N. Maple Avenue-Walnut Street to Kellogg Street, Deuchert Street-Danz Avenue to W. Termini, Westway Drive-Pleasant Lane to Hillcrest Drive, and Pleasant Lane-W. Mason Street to Westway Drive from the 2025 Pavement CIP Program and substitute in Howard Street-12th to Oakland Avenue, Hazel Street-School Place to Shawano Avenue, and Oak Street-Howard Street South to RR tracks.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # K.6

To approve the request by Department of Public Works to add N. Grandview Road to the 2025 pavement replacement program.

BACKGROUND

The proposed project would include pulverizing the existing pavement, fine grading the roadway, then reinstalling asphaltic surface on an estimated 3,900 foot segment from Humboldt Road to just south of Courier Road.

RECOMMENDATION

FISCAL IMPACT

The estimated cost is \$166,799.52. The project would be paid for using funds that were left over from current projects coming in under the budgeted amount.

ATTACHMENTS

None



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # K.7

To approve the request by Department of Public Works to grant a ten (10) year payback period for the sidewalk replacement assessment of \$3,437.00 for 2507 Newberry Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # K.8

To approve the request by Department of Public Works to approve the award of sole source contract 2025 RAY NITSCHKE CONTROLS PROGRAMMING to Faith Technologies, Inc. in the amount of \$50,089.00.

BACKGROUND

The contract includes software development, PCL modifications and HMI screen modifications. The contract work to complete the controls programming will be completed in conjunction with contract Bridge 2-25 Main Street Bridge (Hydraulic Rehabilitation Phase 3). These contracts are the final phase of the hydraulic rehabilitation at the bridge to rehab the east span. Contract work is a duplication of the work Faith Technologies completed on the west span last winter.

RECOMMENDATION

To award of the contract to Faith Technologies, Inc.

FISCAL IMPACT

Project costs will be partially reimbursed by the 1.2 million dollar SMA with the state, the remainder of funds were allocated for in the 2025 CIP.

ATTACHMENTS

- I. Sole Source-Controls Programming Main Street Bridge Phase 3_I&S_7-9-2025

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

TO : Purchasing Division/Administrative Services

DATE: 06/19/25

FROM: Department/Division *Public Works*

REQUISITION #

List "No Substitute" Item(s) here:

Hire Faith Technologies to complete the controls installation and programming for the Main Street Bridge east leaf hydraulic rehabilitation.

Select One:

- ☐ 1) One Time Purchase Estimated Cost: \$
- ☐ 2) Annual Commodity purchase: Estimated annual cost: \$
- ☒ 3) Item may be purchased again: Indicate term: *as needed* Estimated Annual Cost: \$ *\$50,089*

Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

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

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

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

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

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

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

Public Works is rehabilitating the Ray Nitschke Memorial Bridge. The Fox River is a shipping channel; it is a requirement of the US Coast Guard that the bridge remain operable to allow vessel navigation to and from the channel. Incorporation of the new hydraulic equipment requires controls and programming. Historically, the City has utilized Faith Technologies for all controls and programming on the bridge and Faith Technologies maintains the program and passwords for the City. Additionally, Faith Technologies installed and maintains the remote operation controls for the state with the Walnut and Mason Street Bridges. Faith Technologies is familiar with these settings and can modify the Main Street Bridge PLC without affecting the remote operations with the Walnut Street Bridge. Faith Technologies completed the previous phase of this work on the west leaf. Work on the east leaf is a duplication of the previous phase of work.

Approvals:

Requestor:

Trista Hobbs

Date:

Department Head:

Valerie Joosten

Date:

Purchasing Manager:

Date:

Thomas Walenski



City of Green Bay

100 N. Jefferson St., Room 101, Green Bay, WI 54301

REQUEST FOR QUOTATION

Date Issued: June 2, 2025

Due Date: June 17, 2025

Vendor: Faith Technologies

From: Kayla Wasielewski

Attn: Jake Nolan

City Dept: Public Works

Email: jacob.nolan@faithtechinc.com

Fax #: (920)448-3102

Voice #: (920)448-3134

Response to this request is required to be on this or an attached specification / worksheet. Additional information may be attached. The City of Green Bay reserves the right to reject any and all quotations or to waive any technicality and accept any quotations that is deemed to be in the best interest of the City. Purchases are Wisconsin Sales and Federal tax-exempt. Prices are to include all delivery charges. **FOB: Green Bay, WI.**

Items may be awarded individually by line. The successful vendor will be required to provide proof of required insurance coverage to the City of Green Bay's Risk Management Division prior to the start of work. The vendor MAY be required to name the City as an additional insured. To register for free on-line quotes and bids, <http://www.greenbaywi.gov> Click on Departments, then Administrative Services, then Purchasing/Print Shop. Thank you for your time and interest in doing business with the City.

QTY	UOM	DESCRIPTION of MATERIALS AND/OR SERVICE	UNIT PRICE	TOTAL
1	LS	317.01 Mobilization	\$5,277.00	\$5,277.00
1	LS	1000.01 Record Existing Parameters and Settings (M1-1)	\$2,395.00	\$2,395.00
2	EA	1000.02 Procure and Program Analog Amplifier Card and Card Holder for Rebuilt Pump Assembly (M4-3)	\$4,551.00	\$9,102.00
5	EA	1000.03 Hydraulic Sensors for Filter Replacement (E1)	\$1,255.40	\$6,277.00
1	LS	1000.04 Power and Controls for Hydraulic Fluid Conditioning System (E2)	\$19,599.00	\$19,599.00
1	LS	1000.05 Hydraulic Oil Level Sensors (E4)	\$4,789.00	\$4,789.00
2	EA	1000.06 Brake Release Pressure Switch (E5)	\$1,325.00	\$2,650.00
SUB-TOTAL: Prices shall include all aspects of Scope of Work which must include delivery and freight fees.				\$50,089.00

STATE LEAD-TIME FROM TIME OF RECEIPT OF PERMIT:

STATE PAYMENT TERMS (INCLUDE DISCOUNTS FOR EARLY PMT): Net 25 - No early pmt. discounts

STATE IF COMPANY ACCEPTS PAYMENT BY CREDIT CARD: YES or NO

VENDOR'S SIGNATURE & INFORMATION:

Vendor Full Legal Co. Name:

Complete Address, City, ST, Zip:

Bidders Contact Name & Title (Print):

Authorized Signature:

Phone # & Fax#:

Date:

Taxpayer I.D. Number:

E-mail Address:

Faith Technologies Incorporated

PO Box 260

Menasha, WI. 54952

Jake Nolan - Project Manager

O: 920.225.6539 M: 920.540.1937

6/11/2024

41-2065665

jacob.nolan@faithtechinc.com

Request for Approval of No Substitute Purchase Specification

Final Audit Report

2025-06-19

Created:	2025-06-19
By:	Elizabeth Nadolski Spears (Elizabeth.Nadolski-Spears@greenbaywi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5ahTzGf2ebV_NG6sHUCLfhjADZJAejRh

"Request for Approval of No Substitute Purchase Specification" History

-  Document created by Elizabeth Nadolski Spears (Elizabeth.Nadolski-Spears@greenbaywi.gov)
2025-06-19 - 9:11:39 PM GMT
-  Document emailed to Trista Hobbs (trista.hobbs@greenbaywi.gov) for signature
2025-06-19 - 9:13:03 PM GMT
-  Document emailed to Valerie Joosten (valerie.joosten@greenbaywi.gov) for signature
2025-06-19 - 9:13:03 PM GMT
-  Document emailed to Thomas Walenski (Thomas.Walenski@greenbaywi.gov) for signature
2025-06-19 - 9:13:03 PM GMT
-  Email viewed by Trista Hobbs (trista.hobbs@greenbaywi.gov)
2025-06-19 - 9:13:12 PM GMT
-  Email viewed by Thomas Walenski (Thomas.Walenski@greenbaywi.gov)
2025-06-19 - 9:13:13 PM GMT
-  Email viewed by Valerie Joosten (valerie.joosten@greenbaywi.gov)
2025-06-19 - 9:13:15 PM GMT
-  Document e-signed by Thomas Walenski (Thomas.Walenski@greenbaywi.gov)
Signature Date: 2025-06-19 - 9:22:40 PM GMT - Time Source: server
-  Document e-signed by Trista Hobbs (trista.hobbs@greenbaywi.gov)
Signature Date: 2025-06-19 - 9:29:03 PM GMT - Time Source: server
-  Document e-signed by Valerie Joosten (valerie.joosten@greenbaywi.gov)
Signature Date: 2025-06-19 - 9:31:38 PM GMT - Time Source: server

✔ Agreement completed.

2025-06-19 - 9:31:38 PM GMT



**CITY OF
GREEN BAY**

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Acrobat Sign**



201 Main St. Suite 1
P.O. Box 260
Menasha, WI 54952
(920) 738-1500

6/19/25

City of Green Bay
Attn: **Kayla Wasielewski**
Email: Kayla.Wasielewski@greenbaywi.gov
Re: Main Street Bridge Programming – Green Bay, WI

Attn: Kayla Wasielewski
Re: 2025 Ray Nitschke Controls Programming

Kayla:

We are pleased to provide a proposal for the controls programming portion of phase 3 that will be contracted directly with the city.

317.01 Mobilization (O&M/Training also included in this price)	5,277
1000.01 Record Existing Parameters and Settings (M1-1)	2,395
1000.02 Procure and Program (2) Analog Amplifier Cards and Card Holders for Rebuilt Pump Assemblies (M4-3) (\$4551/each)	9,102
1000.03 Hydraulic Sensors for Filter Replacement (E1)	6,277
1000.04 Power and Controls for Hydraulic Fluid Conditioning System (E2)	19,599
1000.05 Hydraulic Oil Level Sensors (E4)	4,789
1000.06 Brake Release Pressure Switch (E5)	<u>2,650</u>
Total	\$50,089

If you have any questions, please contact me at 920-540-1937

Thank you,

Jacob Nolan
Project Manager

C: Tim Pingel, Automation Group



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # K.9

To receive and place on file the report of the award of contract BRIDGE 3-25 (BRIDGE MAINTENANCE & CONCRETE REPAIRS) to Lunda Construction in the amount of \$299,562.00.

BACKGROUND

This annual bridge contract includes preventative maintenance activities on structures across the City. Time constraints to award and complete the work in the summer of 2025 and the limited summer Common Council meeting schedule are the reason the contract was awarded at staff level. Staff level award of the contract was approved at Common Council, 6/10/25.

RECOMMENDATION

FISCAL IMPACT

Project funds were allocated for in the 2025 CIP. Fund balance will be used to cover the difference between the requested funds and bid amount.

ATTACHMENTS

- I. QuestCDN Bid Results Bridge 3-25 (General Maintenance and Concrete Repairs)

BRIDGE 3-25 (GENERAL MAINTENANCE AND CONCRETE REPAIRS)

Quest Number: 9734026

Closing Date: Tue, 07/01/2025 02:00 PM CDT

Posting Type: Construction Project

Owner: Green Bay WI, City of

Solicitor: Green Bay WI, City of

Owner Name:	Green Bay WI, City of
Owner Contact:	Valerie Joosten
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Kayla Wasielewski
Email:	kayla.wasielewski@greenbaywi.gov
Phone:	920-448-3134
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
LUNDA CONSTRUCTION	Lunda Estimating	715-284-9491	wiquotes@lundaconstruction.com	\$ 299,562.00		
Norcon Corporation	Tiare M. Penrose	7153595808	norcon@norconcorp.com	\$ 369,496.50		
Janke General Contractors	Estimating	715-257-7901	bids@jankegeneral.com	\$ 587,106.00		



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # K.10

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. Reedy Concrete Construction, Inc.
- b. Dansi Flatworx
- c. Capital R. Coatings, LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # K.11

To receive and place on file the request by Oneida Tribe to enter into a Developer's Agreement for installation of pavement and all utilities related to the development of the Cattail Marsh subdivision.

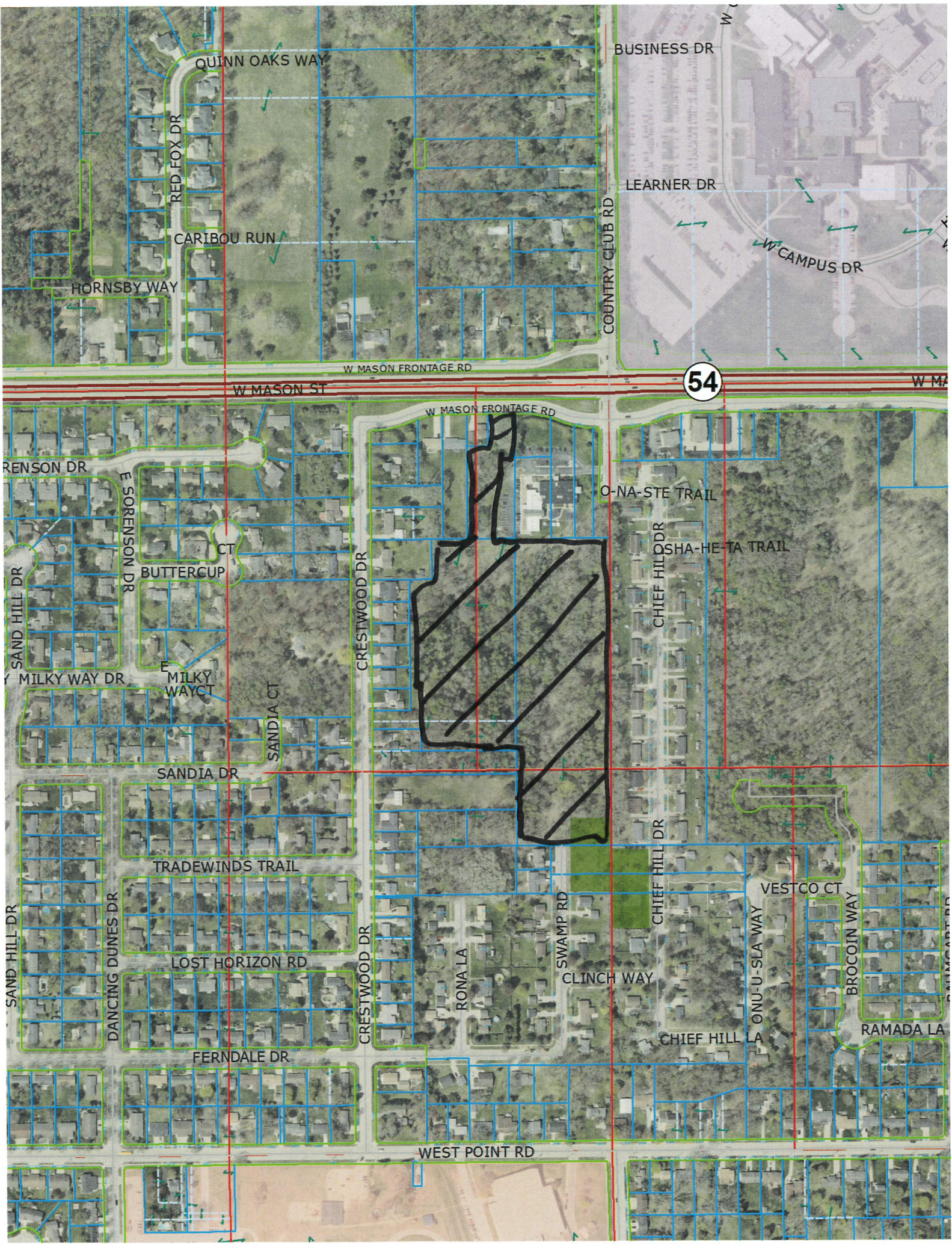
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. I&S Item 11



QUINN OAKS WAY

BUSINESS DR

LEARNER DR

CAMPUS DR

COUNTRY CLUB RD

W MASON FRONTAGE RD

W MASON ST

54

W MASON ST

W MASON FRONTAGE RD

RENSON DR

E SORENSON DR

SAND HILL DR

MILKY WAY DR

BUTTERCUP CT

MILKY WAY CT

SANDIA CT

SANDIA DR

TRADEWINDS TRAIL

LOST HORIZON RD

DANCING DUNES DR

SAND HILL DR

FERNDAL DR

WEST POINT RD

O-NA-STE TRAIL

CHIEF HIL QDR

CHIEF HIL QDR

CHIEF HIL DR

CLINCH WAY

SWAMP RD

RONA LA

VESTCO CT

ONU-U-SLA WAY

BROCOIN WAY

RAMADA LA

CHIEF HILL LA



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.I

To approve an appeal by Melissa Fischer regarding the denial of her operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. FISCHER OPR APPEAL 7_7 PP
2. Character Reference for Melissa Fischer (I)
3. MFischer_Character_Letter
4. CharacterLetter

Dear Protection and Policy Committee,

This letter supports Melissa Fischer's application for a bartending license. My name is Taylor LeBreck, Melissa's youngest daughter.

My mom, Melissa, went to jail in August 2013 for 1 year. At first I was scared for her, but I am happy that ended up happening because she found a stronger connection with God and has been sober ever since. It has been one of the best things that could have happened in her life.

These past 12 years of her sobriety she has learned to face the problems that lead to her drinking in a healthy manner and has had a lot of personal growth and accountability. She continuously went to AA (Alcohol Anonymous) and went back to school and got a degree.

My mom is a very strong hardworking woman. She opened her own massage business a few years after getting out of jail and thought she would be working there until she retired. Unfortunately, when COVID happened, it took a toll on her body to where she couldn't massage anymore.

These past few years have been hard on her health and finances and bartending again has helped her be able to finally afford her own groceries and start saving up to get her own house/apartment one day. Bartending has been an easy flow of income for her and easier on her body than massaging or waitressing, since she only has to make drinks.

You may be worried about her working in an environment with alcohol, but I know that she would never break her sobriety. She has already worked in restaurants that serve alcohol and stayed sober. She won't even drink Dayquil or Nyquil when she is sick because of the little bit of alcohol in it. I've seen all of the hard work she has put into herself throughout these 12 years and will continue to put into herself in the future.

If I had any doubts of my mom being around alcohol I would definitely not be writing this letter. That's how certain I am of her.

If you could please approve of her Bartending License it would really help her become more independent again.

Thank you,

Taylor LeBreck

Heather Biese

Freedom, WI 54913

(920) 680-3836

July 1, 2025

To the Protection and Policy Committee,

I am writing to sincerely appeal the denial of Melissa Fischer's bartender license. Melissa has been sober for over a decade and is a dedicated business owner and Reiki master. She thrives on advocating for sobriety and compassionately supports others on their recovery journeys.

Melissa's resilience, integrity, and commitment to helping others make her not only an excellent candidate for this license but also a positive influence within the community. I kindly ask you to reconsider her application in light of her strong character and unwavering dedication.

Thank you for your time and consideration.

Sincerely,

Heather Biese

Samantha Peters
2509 Beechwood Ct
Appleton, WI 54911
(920) 680-6460

July 1, 2025

To the Protection and Policy Committee,

My name is Samantha Peters, and I am writing this letter on behalf of my mother, Melissa Fischer, in support of her appeal regarding the denial of her bartending license. I respectfully urge you to consider this letter as a heartfelt testament to her strength, character, and the incredibly positive influence she has—both in her personal life and her broader community.

My mother has been sober for over a decade. Throughout that time, she has demonstrated unwavering commitment to her recovery, and more importantly, to living a life grounded in integrity, purpose, and compassion. I've witnessed her journey from its earliest, most difficult stages to where she stands now—a woman who leads with grace, honesty, and quiet strength.

Melissa is not only committed to her own sobriety, she is deeply committed to supporting others on similar paths. She goes out of her way to make people in recovery feel seen, included, and respected. Whether it's offering guidance, sharing her story, or simply showing up with understanding, she provides a sense of community for those who need it most. She creates safe spaces for people to be themselves without fear of judgment.

As a bartender, my mother offers something rare and needed: the ability to shift the narrative. She helps redefine what it means to be in a social space where alcohol is present. Through her presence and perspective, she makes room for sober patrons—or anyone who doesn't feel the need to indulge—to simply enjoy a night out without pressure or discomfort. Her lived experience allows her to foster a respectful, welcoming environment for all kinds of customers.

Beyond that, my mother is a natural educator and advocate. She often brings thoughtful awareness to those who may not be familiar with the realities of sobriety. Whether it's helping friends, coworkers, or community members understand the nuances of recovery, she speaks openly and honestly—breaking down stigma and encouraging empathy. She never asks for special treatment, only understanding. She leads with calm wisdom and uses her story not for attention, but as a bridge toward empathy and education. She's not just asking for a second chance—she's asking to continue making a difference.

Thank you sincerely for your time and consideration.

Warm regards,
Samantha Peters
Daughter of Melissa Fischer



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.2

To approve a limited expansion of licensed premises for Overtime Grill & Pub at 1423 S Broadway St, described as "fence in parking lot to extend area for open beverages and keep people safe in our enclosed area" for the following dates: July 18, 19, 20, July 24, 25, 26, August 7, 8, 9, August 21, 22, 23 and September 13, 14, 15.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1423 S BROADWAY LELP 7_7 PP



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: Theresa Cherney / Basil I

Business dba Name: Overtime Grill & Pub

Licensed Address: 1423 S. Broadway Green Bay WI 54304

Liquor/Beer Agent Name: Theresa Cherney

Corporate Information

Business Legal Name (as on WI State Sellers Permit): Basil I

Business Mailing Address: 1425 S. Broadway, Green Bay WI 54304

Business Contact Name/Position: Terrri Cherney ~~920~~

Business Phone: 920-676-0615 Business Email: tcherney64@gmail.com

Date(s) of Events: July 18, 19, 20 July 24, 25, 26 Aug 7, 8, 9 Aug 21-22-23
Sept. 13, 14, 15

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

If so, please provide the dates: Sept 13-15 2024

Proposed License Description:

Fence in parking lot to extend area for open beverages.
and keep people safe in an enclosed area.

Description of the Event:

Sept Shipyard Dist (All Bands on Deck - Music in parking lot.
July + Aug - Music (Bands) in parking lot

Security at the Event:

One person will monitor entire time of event the
fenced in area at the gate entrance of parking lot.
No Vehicles will be allowed to park in parking lot.

Is this Event in taking place during a Special Event? Yes ☒ No ☐

*Alcohol cannot be sold on City Right of Way and only beer may be taken out of
the licensed premises into the special event if adjacent to your location.*

☐ Detailed Map for Event.

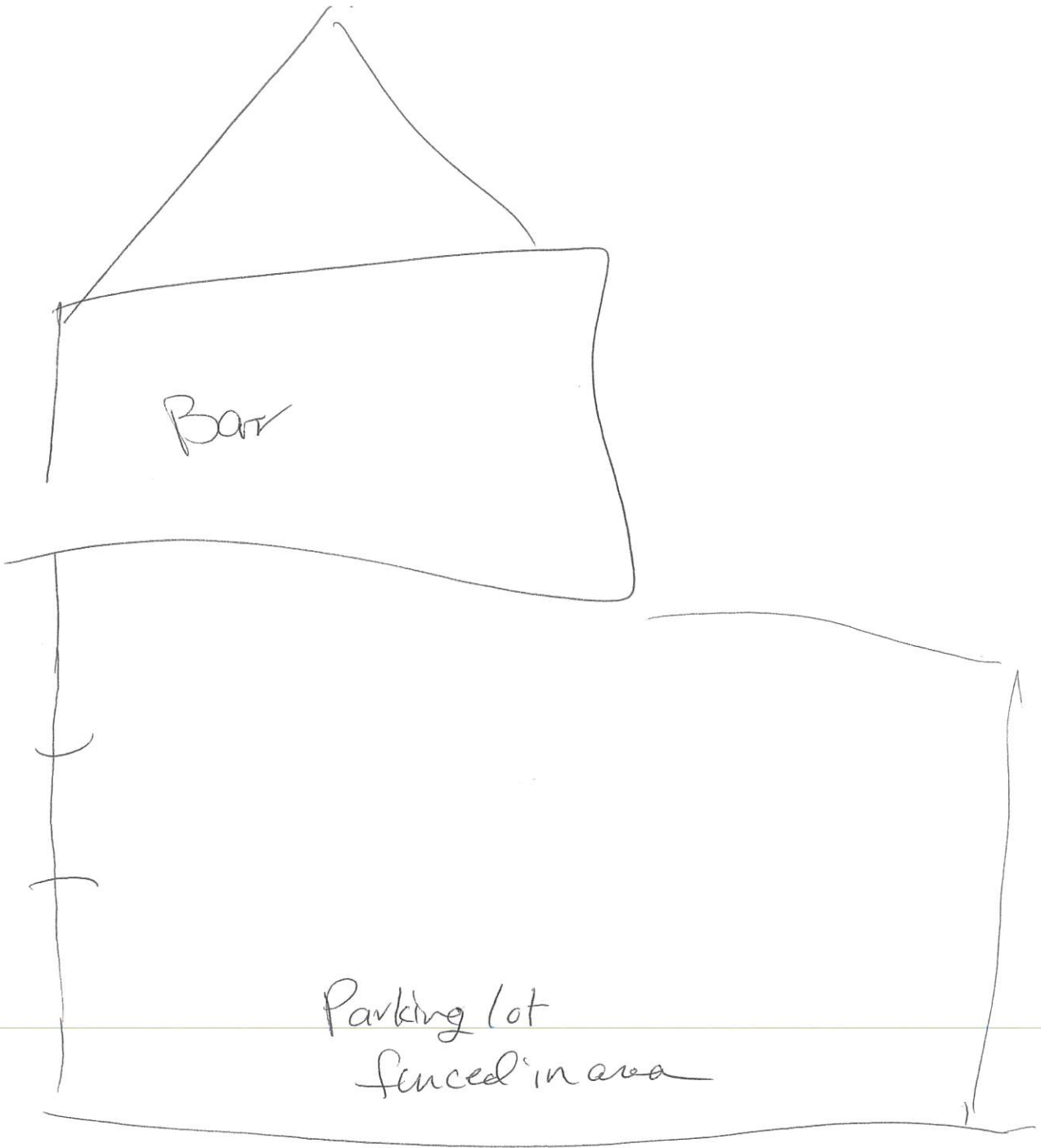
The information on this form is true and correct to the best of my knowledge. I understand the temporary expansion of the license premises requires approval from Committee/Council and is subject to complaint.

Theresa Cherry 920-676-0615 thermey64@gmail.com 6/26/25
Applicant Signature Phone Number Email Address Date











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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.3

To approve the listed alcohol beverage renewal license applications to obtain a "Class B" liquor and Class "B" beer, pending the approval of the proper authorities:

1. A&B's Pub at 324 N Roosevelt St
2. Hampton Inn Green Bay Downtown at 201 Main St

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.4

To approve the listed alcohol beverage renewal license to obtain a "Class A" liquor and Class "A" beer,
pending approval of the proper authorities:
I. Dino Stop #7846 at 1828 S Ashland Ave

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.5

To approve a 2024-25 original application for a "Class B" liquor and Class "B" license for Jill's Bar at 613 Bodart St with a licensed premises of "main bar, office, back tiki bar".

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 613 BODART LIQ.pdf



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.6

To approve a 2024-25 original application for "Class B" liquor and Class "B" beer license for Zeelife0908 LLC (The Razz) at 400 Schoen St with a license premises of "main bar, downstairs storage, cooler, office patio".

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 400 SCHOEN LIQ



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.7

To approve a 2024-25 original application for "Class B" liquor and Class "B" beer license for Plume Wine Bar at 304 Pine St with a license premises of "self-serve wine bar, kitchen, dining area, sidewalk cafe".

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 304 Pine St LIQ



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.8

To approve a 2024-25 original application for "Class A" liquor and Class "A" beer license for Mason Beverages LLC (Gerczak's Liquor & Catering) at 1244 Velp Av with a license premises of "in cooler, office, storeroom, on the shelves, behind the counter, inside the building".

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1244 VELP LIQ & CIG



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.9

To approve a 2024-25 original application for a "Class B" liquor and a Class "B" beer license for Chanhssamay Bounket (1st & Goal) at 2148 University Ave with a license premises of "alcohol will be stored in walking cooler & coolers behind bar. Dining room, bar, patio".

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2148 UNIVERSITY AVE LIQ



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.10

To approve a 2024-25 original application for "Class B" liquor and Class "B" beer license for Sainaam LLC (Washington Ballroom) at 351 S Washington St with a premise description of "bar, restaurant and ballroom, kitchen and storage area".

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 351 S WASHINGTON LIQ



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

MEETING DATE

July 15, 2025

PREPARED BY

Lindsey Belongea, Staff

AGENDA ITEM # L.11

To approve G.O. 17-25, an ordinance Amending Section 6-3(e) Relating to License to Keep Hens.

BACKGROUND

This is a text amendment fixing a typo/error in the text of Section 6-3(e)

RECOMMENDATION

Law Department recommends approval.

FISCAL IMPACT

N/A

ATTACHMENTS

- I. DRAFT G.O. 17-25 Relating to License to Keep Hens

GENERAL ORDINANCE NO. 17-25

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

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

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

- (e) *Late fees.* The City Clerk shall assess and collect a late fee as provided in the City Fee Schedule from every owner of a hen ~~eight~~ **twenty (20)** weeks of age or older if the owner fails to obtain a license prior to April 1 of each year, or within 30 days of acquiring ownership of a licensable hen, or if the owner fails to obtain a license on or before a hen reaches the licensable age.

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
[DATE]



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.12

To approve G.O. 13-25 Relating to Emergency Proclamation.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 13-25 Relating to Emergency Proclamation

GENERAL ORDINANCE NO. 13-25

**AN ORDINANCE
CREATING SECTION 14-1,
GREEN BAY MUNICIPAL CODE,
RELATING TO EMERGENCY PROCLAMATION**

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

SECTION 1. Section 14-1, Green Bay Municipal Code, is hereby created to read:

14-1 EMERGENCY PROCLAMATION.

- (a) The Common Council is empowered to declare, by ordinance or resolution, an emergency existing within the city whenever conditions arise by reason of war, conflagration, flood, heavy snow storm, blizzard, catastrophe, disaster, riot or civil commotion, acts of God, medical emergencies or pandemics, and including conditions, without limitation because of enumeration, which impair transportation, food or fuel supplies, medical care, fire, health or police protection or other vital services of the City. The period of the emergency shall be limited by the ordinance or resolution to the time during which the emergency conditions exist or are likely to exist. The power conferred by this Section supersedes other provisions of local law. This Section shall be construed to confer upon the Council sufficient powers to address the severity of any emergency, such that the authority of the Council is greater when the emergency is greater.
- (b) The emergency power of the Common Council conferred under Subsection (a) includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, welfare and good order of the city in the emergency and includes without limitation because of enumeration the power to:
 - (1) Bar, restrict or remove all unnecessary traffic, both vehicular and pedestrian, from the local highways notwithstanding any provision of Wis. Stat. chs. 341 to 349, or any other provisions of law.
 - (2) Impose a curfew upon all or any portions of the City thereby requiring all persons in such designated curfew areas to remove themselves immediately from the public streets, alleys, parks or other public places. Physicians, nurses and ambulance operators performing medical services, bona fide members of the news media, personnel of public utilities maintaining essential public services and, firefighters and City authorized or requested law enforcement officers and personnel may be exempted from such curfew.
 - (3) Order the closing of any business establishments anywhere within the City for the period of the order within the City, such businesses to include, without limitation because of enumeration, those selling intoxicating liquor, fermented malt beverages, gasoline or firearms.

- (4) Call upon regular and auxiliary law enforcement agencies and organizations within or outside the City of Green Bay to assist in preserving and keeping peace and order within the City.
- (c) If, because of the emergency conditions, the Common Council is unable to meet with promptness, the Mayor or, in the event of their inability to act, the president of the Council or other successor as determined under Section 2-28, shall exercise by proclamation all of the powers conferred upon the Common Council under Sec. (a) or (b) which within the discretion of the Mayor or the Mayor's successor appear necessary and expedient for the purposes herein set forth. The proclamation shall be subject to ratification, alteration or repeal by the Common Council as soon as the Common Council can meet, but the subsequent action by the Common Council shall not affect the prior validity of the proclamation.
- (d) The proclamation, ordinance, or resolution declaring an emergency under Sec. (a), (b) or (c) shall be effective upon its issuance and its dissemination to the public by appropriate news media.
- (e) Any person who willfully fails or refuses to comply with any lawful order or duly authorized law enforcement officers or personnel charged with the enforcement of such proclamation of emergency shall be subject to a forfeiture of not more than five hundred dollars (\$500) for each offense.
- (f) Each portion of this section is deemed severable and if any provision is held to be unconstitutional or invalid for any reason, such decision shall not affect any portion of this section other than the portion or portions affected by such decision.
- (g) This section shall supersede all other provisions of the Green Bay City Code in conflict with this section and is adopted pursuant to the authority in Ch. 323 and sec. 62.11(5), Wis. Stats.

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
07/15/2025



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.13

To approve G.O. 14-25 Relating to Emergency Management.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 14-25 Relating to Emergency Management

GENERAL ORDINANCE NO. 14-25

**AN ORDINANCE
CREATING SECTION 14-2,
GREEN BAY MUNICIPAL CODE,
RELATING TO EMERGENCY MANAGEMENT**

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

SECTION 1. Section 14-2, Green Bay Municipal Code, is hereby created to read:

14-2 EMERGENCY MANAGEMENT.

(a) Policy and Purpose.

- (1) Emergency Management requires the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to minimize and repair injury and damage resulting from disaster of all kinds, including enemy action and natural or unforeseen disasters, it being necessary to:
 - a. Establish a local emergency management plan.
 - b. Provide for the exercise of necessary powers during emergencies resulting from disaster.
 - c. Provide for cooperation and mutual assistance between this City and other political divisions.
 - d. Collaborate with private individuals and entities for the purpose of preparing for, responding to and recovering from such disasters and emergencies.
- (2) It is further declared to be the purpose of this ordinance and the policy of the City that all emergency management functions of the City shall be carried out pursuant to this ordinance and the emergency management plan developed hereunder, as part of a county-wide emergency management program to the maximum extent practicable. Existing services and resources of this City shall be used as needed. All of this shall be carried out within the framework of Wis. Stat. ch. 323.

(b) Definitions. In this chapter,

- (1) "Biological agent" means any of the following:
 - a. A select agent that is a virus, bacterium, rickettsia, fungus, or toxin that is specified under 42 CFR 72, Appendix A and all subsequent and amendments.
 - b. A genetically modified microorganism or genetic element from an organism under Sub. (1) that is shown to produce or encode for a factor associated with a disease.
 - c. A genetically modified microorganism or genetic element that contains nucleic acid sequences coding for a toxin under Sub. (b)(1) or its toxic subunit.
 - d. An agent specified by the State of Wisconsin Department of Safety and Professional Services by rule.

- (2) "Bioterrorism" means the intentional use of any biological, chemical, or radiological agent to cause death, disease, or biological malfunction in a human, animal, plant, or other living organism in order to influence the policy of a governmental unit or to intimidate or coerce the civilian population.
- (3) "Chemical agent" means a substance that has chemical properties that produce lethal or serious effects in plants or animals.
- (4) "Civil defense" means all measures undertaken by or on behalf of the state and its subdivisions: to prepare for and minimize the effect of enemy action upon the civilian population.
- (5) "Disaster" means a severe or prolonged, natural or human-caused, occurrence that threatens or negatively impacts life, health, property, infrastructure, the environment, the security of this state or this City a portion of this state or this City, or critical systems, including computer, telecommunications, or agricultural systems.
- (6) "Emergency" means either:
 - a. The imminence or existence of a major disaster or catastrophe resulting from enemy attack, sabotage, or other hostile action, or by fire, flood, earthquake, disease or pandemic, or other natural or unforeseen causes which are clearly beyond the control of normal government services, personnel, equipment and facilities; or
 - b. When a state of emergency has been proclaimed by the governor of the state, or the Mayor or designee hereunder or by the Common Council as provided in Section 14-1 of the Code of Green Bay.
- (7) "Emergency management" includes "civil defense" and means all measures undertaken by or on behalf of the state and its subdivisions:
 - a. to prepare for and minimize the effect of enemy action and natural or unforeseen disaster upon the civilian population;
 - b. to effectuate emergency repairs to, or the emergency restoration of, vital public utilities or facilities destroyed or damaged by such action or disaster;
 - c. to develop and implement a plan to ensure the continuity of normal governmental operations during an emergency.
 - d. to assist as appropriate the civilian population in the recovery from an emergency.
- (8) "Emergency Management Coordinator" for the City of Green Bay shall be the Fire Department Chief, or their designee, and shall mean "Head of Emergency Management Services" as that term is used in Wis. Stat. ch. 323.
- (9) "Enemy action" means hostile action by a foreign power which threatens the security of this City or a portion thereof.
- (10) "Incident command system" means a functional management system established to control, direct, and manage the roles, responsibilities, and operations of all of the agencies involved in a multi-jurisdictional or multi-agency emergency response.

- (11) "National incident command system" (NIMS) is a national approach to an incident command system providing an integrated system with uniform processes, protocols and procedures for emergency response at every level of government.
 - (12) "Public health emergency" means the occurrence or imminent threat of an illness or health condition that meets all of the following criteria:
 - a. Is believed to be caused by bioterrorism or a novel or previously controlled or eradicated biological agent.
 - b. Poses a high probability of any of the following:
 - 1. A large number of deaths or serious long-term disabilities among humans.
 - 2. A high probability of widespread exposure to a biological, chemical, or radiological agent that creates a significant risk of substantial future harm to a large number of people.
 - (13) "Radiological agent" means radiation or radioactive material at a level that is dangerous to human health.
 - (14) "State of emergency" means the interim of time between the imminence of or the beginning of an emergency or the issuance of the proclamation declaring an emergency by either the governor; County Executive of Brown County; Mayor or designee hereunder; the Common Council; or other official as authorized under Section 14.1, Code of Green Bay and a terminating proclamation is issued by such official declaring the period of extreme emergency to be at an end.
- (c) Emergency Management Coordinator.
- (1) Position. There is hereby created a position of Emergency Management Coordinator who shall serve as the link between the City and State and Brown County Offices of Emergency Management as well as between the City and private individuals and/or entities for emergency management purposes. The City of Green Bay Fire Department Chief shall have this position, and shall have responsibility in all matters concerning the City's emergency management as set forth in this ordinance.
 - (2) Duties and Authority. The Emergency Management Coordinator shall have the powers and duties set forth in Subsection (d), below. They shall be the coordinator of emergency management for the City and shall have direct responsibility for organizing, administering, training and operating emergency management within the framework of the City's emergency management plan and shall serve as the signatory for the City in emergency management matters during a state of emergency in the absence or unavailability of the Mayor.
- (d) Powers and Duties of the Emergency Management Coordinator.
- (1) The Emergency Management Coordinator shall develop and promulgate emergency management plans consistent with state plans, direct the emergency management program and perform such other duties related to emergency management as are required by the Common Council. The emergency management plan shall require the use of the incident command system and NIMS, as appropriate, by all emergency response agencies, including the local health department as defined in Wis. Stat. § 250.01(4), during a state of emergency

declared by the Governor under Wis. Stat. § 323.10, or by the Mayor or Common Council hereunder, or by the Common Council under 14.1 of the Green Bay Code or in any other multi-jurisdictional or multi-agency emergency response.

- (2) The Emergency Management Coordinator shall coordinate and schedule City emergency management training programs and exercises, direct participation in emergency management programs and exercises ordered by the adjutant general of the State of Wisconsin and the Brown County director of emergency management, and advise the Brown County director of emergency management on City emergency management programs and submit to him or her such reports as he or she requires.
 - (3) In addition, the Emergency Management Coordinator shall be responsible for performance of the following activities:
 - a. Develop an organized and comprehensive emergency plan for the City.
 - b. Assess risks and potential risks and hazards.
 - c. Serve as a resource to organize, train, and equip emergency responders and emergency management staff.
 - d. Support incident command system.
 - e. Serve as Emergency Operation Center director.
 - f. Review City agency plans to ensure plans are coordinated, current and comprehensive.
 - g. Serve as staff advisor to the Mayor on emergency management matters.
 - h. Keep the Mayor apprised of the preparedness status and emergency management needs.
 - i. Coordinate City planning and preparedness activities.
 - j. Prepare and maintain a resource inventory.
 - k. Ensure City plan is coordinated with other state and local government plans.
 - l. Coordinate periodic emergency exercises.
 - m. Perform as necessary liaison with the state emergency management staff and other local emergency management personnel.
 - n. Coordinate with organized volunteer groups and businesses regarding emergency operations.
 - o. Prepare the City to manage emergencies from mitigation and preparedness to response and recovery.
 - p. Direct the activities of the Emergency Management Planning Staff Team.
- (e) Utilizing Existing Services and Resources.
- (1) Resources. In preparing and executing the emergency management plan, the services, equipment, supplies and facilities of the existing departments and agencies of the City shall be utilized to the maximum extent practicable; and the officers and personnel of all such departments and agencies are directed to cooperate with and extend such service and facilities as are required of them by the Emergency Management Coordinator.

- (2) Management Services. Specific assignments to various departments for emergency management purposes shall be made in accordance with the Green Bay emergency management plan as approved by the Common Council.
 - (3) Management Cooperation. All Department and Division heads shall assist the Emergency Management Coordinator in the development of the emergency management plan to ensure the safety and welfare of the general public and the continuity of normal governmental operation during a state of emergency.
 - (4) Contracting Powers. The Emergency Management Coordinator is empowered to enter into contracts to purchase or provide goods and services consistent with the mission of Emergency Management, as authorized by the Emergency Management Plan approved by the Common Council and in accordance with all adopted budgetary restrictions and authorizations.
- (f) Emergency Regulations. Whenever necessary, to meet an emergency for which adequate regulations have not been adopted by the Common Council, the Common Council, or if the Common Council is unavailable, the Mayor may, pursuant to Section 14.1, GBMC, issue a proclamation to promulgate and serve such orders, rules and regulations relating to the conduct of persons and the use of property as shall be necessary to protect the public's health and safety and to protect lives and property and to insure the cooperation necessary for emergency management activities. Such proclamation shall be in accordance with Section 14.1, GBMC.
- (g) Mutual Aid Agreements. The Emergency Management Coordinator may, subject to the approval of the Common Council, enter into mutual aid agreements with other political subdivisions. Copies of such agreements shall be filed with the City Clerk and the State Adjutant General.
- (h) Declaration of Emergencies.
- (1) Upon the declaration of a state of emergency by the Governor, by the Mayor, or in the absence of the Mayor, by the President of the Common Council or the individual designated under Sec. 14.1, Green Bay code by the Common Council under Sec. 14.1, Green Bay Code, the Emergency Management Coordinator shall disseminate all proclamations as to the existence of such state of emergency and shall issue such alerts as shall be required in the emergency management plan.
 - (2) Such state of emergency shall continue until terminated by the issuing authority, provided that any such declaration not issued by the Governor may be terminated at the discretion of the Common Council.
 - (3) During the continuance of a state of emergency, the Emergency Management Coordinator may contract with any person to provide equipment and services on a cost basis to be used in disaster relief, or commandeer materials, services and property in the public interest and safety. Such authority to contract shall be limited to the provision of goods and services necessary to stop further damage and/or to maintain basic municipal services and/or infrastructures. Contracts in excess of fifty thousand dollars (\$50,000) shall require approval of the Mayor.
 - (4) Upon the completion of the work described in sub. (3) and the termination of the state of emergency, the Emergency Management Coordinator shall make a

complete report of the work to the Mayor and the Common Council, stating in detail the items of cost and the total cost of doing the work. The City Clerk shall publish the report as a part of the proceedings of the Common Council.

- (i) Emergency Management Funds. Such money deemed necessary for the carrying out of the purposes of this ordinance, except as otherwise specifically provided, shall be disbursed in the manner prescribed for the disbursement of public funds, excepting in case of a state of emergency proclaimed as provided herein. In which event the Mayor may disburse such reasonable and necessary contingency funds within their discretion for emergency government purposes without the signature or countersignature of any other City officer or compliance with any other ordinance. Upon the completion of the work and the termination of the state of emergency, the Mayor shall make a complete report of the work to the Common Council, stating in detail the items of cost and the total cost of doing the work. The City Clerk shall publish the report as a part of the proceedings of the Common Council.
- (j) Enforcement. It shall be the duty of every emergency government committee established pursuant to this Section and the Emergency Management Coordinator, Department Heads, officers, agents, employees and all other City and emergency government personnel to execute, enforce and obey such lawful orders rules and regulations as may be issued by the Mayor during a state of emergency.
- (k) Penalty. Any person who fails to comply with any lawful order issued under this section shall be subject to a forfeiture of up to five thousand dollars (\$5,000). Each and every refusal to comply with an order shall be considered a separate offense.

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
07/15/2025



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.14

To approve a resolution regarding conversion therapy.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2025-07-15 Draft Resolution Recommending Conversion Therapy Ban
2. 2025-07-15 Draft Resolution Recommending Conversion Therapy Ban (Redline)

**A RESOLUTION ENCOURAGING THE STATE OF WISCONSIN TO ADOPT
LEGISLATION BANNING THE USE OF CONVERSION THERAPY**

July 15, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay is committed to protecting the health, safety, dignity, and rights of all residents; and

WHEREAS, the City of Green Bay affirms its respect for the rights to freedom of expression and freedom of religion, as enshrined in the First Amendment to the United States Constitution, and acknowledges that this resolution does not regulate personal beliefs or pastoral conversations; and

WHEREAS, conversion therapy, also referred to as sexual orientation change efforts (SOCE), or efforts to change a person's gender identity, is opposed by major behavioral health and medical organizations, including the American Psychological Association, American Psychiatric Association, American Medical Association, American Counseling Association, and the National Association of Social Workers; and

WHEREAS, these professional associations and the Wisconsin Marriage and Family Therapy, Professional Counseling, and Social Work Examining Board have issued guidance affirming that SOCE practices are harmful, ineffective, not evidence-based, and contrary to the current standards of professional mental health practice; and

WHEREAS, studies have shown that conversion therapy can result in serious mental health consequences for individuals, especially youth, including increased rates of depression, anxiety, substance abuse, self-harm, and suicide. See Trispiotis, Ilias and Purshouse, Craig, National Library of Medicine, PubMed Central. '*Conversion Therapy*' as Degrading Treatment. August 1, 2021, <https://pmc.ncbi.nlm.nih.gov/articles/PMC8902017/>. Accessed July 10, 2025. Cornell University, The Public Policy Research Portal. *What Does the Scholarly Research Say About Whether Conversion Therapy Can Alter Sexual Orientation Without Causing Harm?* Undated, [What We Know | What does the scholarly research say about whether conversion therapy can alter sexual orientation without causing harm? | What We Know](#). Accessed July 10, 2025; and

WHEREAS, counseling that supports clients in exploring their sexual orientation or gender identity, including counseling that provides acceptance, understanding, identity development, or support during a gender transition, is considered appropriate and ethical professional assistance;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Green Bay hereby urges the Wisconsin State Legislature to adopt legislation, such as 2025 Senate Bill 324, banning the use of conversion therapy by licensed professionals on minors and others not able to provide legal consent; and

BE IT FURTHER RESOLVED, that the Common Council calls upon the State of Wisconsin to join other jurisdictions in aligning statutory standards of practice in this area with the positions of the national and state professional licensing boards and associations; and

BE IT FURTHER RESOLVED, that the City Clerk shall transmit a copy of this resolution to the Governor of the State of Wisconsin, the leadership of the Wisconsin State Legislature, the Wisconsin Department of Safety and Professional Services, and the Marriage and Family Therapy, Professional Counseling, and Social Work Examining Board, and the Wisconsin State Senate Committee on Government Operations, Labor and Economic Development.

Adopted _____

Approved _____

Eric Genrich, Mayor

A RESOLUTION ENCOURAGING THE STATE OF WISCONSIN TO ADOPT LEGISLATION BANNING THE USE OF CONVERSION THERAPY

July 15, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay is committed to protecting the health, safety, dignity, and rights of all residents, ~~including members of the LGBTQ+ community~~; and

WHEREAS, the City of Green Bay affirms its respect for the rights to freedom of expression and freedom of religion, as enshrined in the First Amendment to the United States Constitution, and acknowledges that this resolution does not regulate personal beliefs or pastoral conversations; and

WHEREAS, conversion therapy, also referred to as sexual orientation change efforts (SOCE), or efforts to change a person's gender identity, is opposed by major behavioral health and medical organizations, including the American Psychological Association, American Psychiatric Association, American Medical Association, American Counseling Association, and the National Association of Social Workers; and

WHEREAS, these professional associations and the Wisconsin Marriage and Family Therapy, Professional Counseling, and Social Work Examining Board have issued guidance affirming that SOCE practices are harmful, ineffective, not evidence-based, and contrary to the current standards of professional mental health practice; and

WHEREAS, ~~research~~ **studies** ~~have~~ shown that conversion therapy can result in serious mental health consequences for individuals, especially youth, including increased rates of depression, anxiety, substance abuse, self-harm, and suicide. See Trispiotis, Ilias and Purshouse, Craig, National Library of Medicine, PubMed Central. 'Conversion Therapy' as Degrading Treatment. August 1, 2021, <https://pmc.ncbi.nlm.nih.gov/articles/PMC8902017/>. Accessed July 10, 2025. Cornell University, The Public Policy Research Portal. *What Does the Scholarly Research Say About Whether Conversion Therapy Can Alter Sexual Orientation Without Causing Harm?* Undated, [What We Know | What does the scholarly research say about whether conversion therapy can alter sexual orientation without causing harm? | What We Know](#). Accessed July 10, 2025; and

WHEREAS, counseling that supports clients in exploring their sexual orientation or gender identity, including counseling that provides acceptance, understanding, identity development, or support during a gender transition, is considered appropriate and ethical professional assistance;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Green Bay hereby urges the Wisconsin State Legislature to adopt legislation, **such as 2025 Senate Bill 324,** banning the use of conversion therapy by licensed professionals on minors and **others not able to provide legal consent** ~~vulnerable populations~~; and

BE IT FURTHER RESOLVED, that the Common Council calls upon the State of Wisconsin to join other jurisdictions in aligning statutory standards of practice in this area with the positions of the national and state professional licensing boards and associations; and

BE IT FURTHER RESOLVED, that the City Clerk shall transmit a copy of this resolution to the Governor of the State of Wisconsin, the leadership of the Wisconsin State Legislature, the Wisconsin Department of Safety and Professional Services, and the Marriage and Family Therapy, Professional Counseling, and Social Work Examining Board, **and the Wisconsin State Senate Committee on Government Operations, Labor and Economic Development.**

Adopted _____

Approved _____

Eric Genrich, Mayor



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.15

Informational: The release of 2 "Class B" liquor and Class "B" beer licenses at the start of the business day on July 16, 2025 to the pool of available liquor licenses due to no renewal application filed for the 2025-2026 license year (Sarai Nicole Buie at 114 S Broadway and Cole J Ductan at 126 S Broadway).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # L.16

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

July 15, 2025

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

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Adams, Katelyn M	Fieldhouse, Hannah T	Martens, Jacob P
Albrecht, Madeson P	Fisher (Reed), Erin R	Mc Dermid, Tracy L
Arlt, Jonathan J	Frisque, Cathleen M.	Michulsky, Michael P
Ashmann, Angela M	Giltner, Sabrina K	Mielke, Matthew J
Berger, Nolan J	Graham, Shaina M	Mooney, Michael J
Boucher, Patrick A	Haupt, Tonya E	Moreland, Jean A
Bouchonville, Scott M	Herdina, Daniel L	Olson, Lindsay R
Breitrick, Stacy A	Herrscher, Aleksandr M	Perrine, Elizabeth M
Brock, Kelly J	Hock, Christine A	Piontek Cotter, Alissa J
Brooks II, Robert G	Holterman, Penny L	Pirman, Francis M
Brunette, Savannah M	Horkman, Kiyana E	Powers, Chase W
Bruss, Maxwell J	Iverson, Timothy L	Rady, David C
Buckholt, Tina L	Jacques-Thyrion, Angeli J	Rentmeester, Nathaniel
L		
Buhr, Brenda L	Jobanpreet, Singh	Riemer, Patrick R
Burkholder, Christine A	Johnston, Daniel J	Risner, McKaela CM
Butcher, Alli M	Kajune, Tony L.	Robertson, Christopher
L		
Childers, Jacob S	Kinney, Molly S	Saharsky, Thomas M
Compton, Lukas D	Kinsella, Logan P	Sandoval, Jr, Pedro
Conrad, MacKenzie AM	Kinsella, Paul R	Santos, Savannah L
Cormier, Katherine N	Kleiber, Beth A.	Schleis, Scott S
Cravillion, Dean A	Knutson II, Richard A	Schmiel, Crystal L
Dagneau, Gina M	Konshak, Jolene M	Schroeder, Dennis W
Dean, Huss H	Lagers, Elizabeth R	Sherry, Pamela L
Delorit, Savanah R	Le Mere, Stephanie A	Sierzant, William J
Dequaine, Isabelle R	Lee, Wendy A	Staudenmaier, Bradley
L		
Doefer, Douglas J	Leyva Quinones, Jennifer L	Stelmach, Kristen A
Duffeck, Renee D	Liethen, Tonya M	Swanson, Dakota M
Duncanson, Arianna C	Loomis, Wendy J	Terrien, Beverly A
Duquaine, Kristin A	Lugardo, Kane X	Thapa, Laxman B
Evans, Trey D	Malcheski, Mary E	Thibodeau, Casey A
Farrell, David	Martens, Jacob P	Thrun, Tracy N

Thyne, Amy S
Valdez Soria, Cesar E
Vallier, Kathleen A
VandenBush, Gloria J
Vandervest, Daniel J
Vandervest, Desiree L
VanderZanden, Kristi K
VanDreel, Blake D
VanPay, Adam J
Vargas, Mariana
Verhagen, Stacy L
Verheyen, Donald J
Vincent, Cathy A
Vincent, Grace C
White, Robyn L
William, Walls S
Williams, Alisha N
Williams, Jennifer L
Woller, Madison P
Zamora, Margaret O
Zeise, Robert A
Huycke, Aaron



Report to the Green Bay Plan Commission

MEETING DATE

July 15, 2025

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # N.1

To approve a request to amend the Smart Growth 2022 Comprehensive Plan for 3520 and 3542 Finger Road from a combination of Low/Medium Density Residential, Parks and School future land-use to Medium Intensity Retail Office Housing (MIROH) land-use, submitted by Dean Dequaine MJMB Properties LLC., on behalf of Green Bay Area Public Schools, property owner. (CPA 25-04 Plan Commission Meeting July 7, 2025).

BACKGROUND

Reason for Request: The proposed comprehensive plan amendment and forthcoming zone change request permit a pathway for redevelopment of the former school site for mixed-use purposes.

Surrounding Zoning and Land Uses:

Subject: Low Density Residential (RI) | Former school and vacant

North: Low Density Residential (RI) & General Commercial (CI) | Single-family residential and restaurant

South: Low Density Residential (RI) | Vacant

East: Planned Unit Development (PUD) | Assembly Hall

West: Varied Density Residential (R3) and Low Density Residential (RI) | Multi-family residential homes and cemetery

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends a mix of Low/Medium Density Residential, School and Parks uses for these parcels. This application seeks to change the classification to a singular Medium Intensity Retail, Office, or Housing (MIROH) future land use designation.

Report: The subject parcels have a total of 5.512 acres located on two parcels generally situated at the southeast corner of Finger and Erie Roads. The comprehensive plan amendment request area is two parcels, 3520 Finger Road and 3542 Finger Road. 3520 Finger is a vacant lot. 3542 Finger is the former Fridrich Froebel Garden of Early Learning facility. Both parcels are currently owned and offered for sale by the Green Bay Area Public Schools (GBAPS). The school district has made it clear the property is not to be repurposed for educational use.

The applicant is interested in redeveloping the existing building located at 3542 Finger. The single-story building has a mixture of larger assembly type rooms in the northern part of the building and former classrooms in the back of the building.

The applicant conceptually proposes redeveloping the former school as office space for a construction firm in the front/north part of the building, located closer to Finger Road. A second conceptual phase suggests redeveloping the existing rear of the building for either office/commercial suites or multi-family residential. The applicant seeks a zoning classification which could facilitate redevelopment of the existing school and vacant parcel. The current RI zoning is a common zoning for existing school sites located within predominantly single-family neighborhoods. With the change of uses occurring due to the discontinuation of

school use, a reexamination of the parcel is appropriate.

The mix of three different comprehensive plan classifications upon two parcels totaling 5.5 acres is challenging. As GBAPS sells the property, the District is requiring the site not to be used for educational purposes. This makes the school classification null. GBAPS and the City of Green Bay Parks and Recreation Department have had discussions regarding this site as well as many sites throughout the city during the school closure process which has occurred over the past year. The Parks Department has no objections to a move from the future land use of Park to MIROH. Parks have researched the parcels and have determined that it is not a desirable parcel from a Park perspective. The existing building and improvements are not compatible with lower-density housing.

Staff has reviewed potential options for future classification of the site. MIROH classification notes potential zoning districts include OR Office Residential, NC Neighborhood Center, CI General Commercial, or R3 Varied Density Residential.

Conditions surrounding the site and potential for future growth make a classification like MIROH appropriate on this site.

The property is surrounded by a mix of uses and zoning classifications. A cemetery, multi-family residential, single-family residential, restaurant/tavern, and assembly hall surround the parcels. The area has a mix of different zoning classifications of RI, CI, R3, and PUD.

The site is located at the intersection of Finger and Erie. Both streets are of a local nature at the moment, but have geographic qualities to potentially become collector streets in the future as development continues in the far east side. A corner node like the intersection of Finger and Erie warrants a classification to encourage for a medium intensity use which could help facilitate development to create retail office or housing uses to better serve the needs of existing and future residents of the far-east side.

Ald. Hutchison and neighbors within 400 feet have been notified of the meeting based on Plan Commission policy. A neighborhood meeting was held on June 18, 2025. Approximately 6 neighborhood residents attended. Developers, GBAPS staff, and Alder Hutchison also attended. Generally, the members of the public were supportive of redevelopment of the school, but some residents were hesitant about the possibility of multi-family residential as a use on the site.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. CPA 25-04 Request for City Action I
2. CPA 25-04 Narrative & Concepts
3. CPA 25-04 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: 3542 Finger Road, Green Bay, WI

Parcel Number(s): 21-8069

Petitioner(s): Dean Dequaine - MJMB Properties, LLC

Date: 6/11/2025

Email: deandequaine@gmail.com

Phone Number: 920-609-7741

Address: 3078 W Tanager LN

City: Suamico

State: WI

Zip: 54313

Property Owner: Green Bay Area Public Schools

Phone Number: 920-448-7361

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, Dean Dequaine - MJMB Properties, LLC, 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: _____

Cate Kulezinski

Date: 5.20.25

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.: _____

June 11, 2025

Green Bay Planning and Zoning
100 N. Jefferson Street
Green Bay, WI 54301

Petition for Rezoning Narrative:

Property Location-3542 Finger Road, Green Bay, WI 54311

I am requesting a formal petition for rezoning parcel #21-8069 to repurpose the former Froebel Garden of Early Learning facility and property to be included in a Mixed-Use District with an NC and/or OR zoning.

Our intent for phase I is to repurpose approximately 4,000 square feet of the existing building with frontage on Finger Road into a commercial office suite for IC Construction Company which is currently located in New Franken. The repurpose development will include creating office space, a conference area, and a break area for our current 6 employees. The purpose of the relocation to this area is to bring our company into the City of Green Bay as we feel this will create increased retainage for our current staff and promote better future recruitment for job growth in the area by having this location and having other business services that we can utilize near our office. This phase I renovation will create space for 3-4 additional employees who we hope to recruit within the next 1-2 years of our relocation. We are a satellite office for IC Construction Company, and we will not have any outdoor storage for these business activities

This phase I renovation development will include subtle enhancement of the exterior main entrance to better define the entrance to the IC Construction Company office. The interior renovation will include the buildout of offices and rooms with commercial finishes. With exception to the main entrance, the exterior will remain untouched for this phase but routine maintenance to the facility and grounds will be performed to maintain an appealing property in the community.

For phase II of the repurposing of the facility we will continue to perform feasibility studies to better understand a use that will be successful for this property. Pending financial impacts, economic stability, and buildout costs based on the feasibility study our intent would be to move forward with a concept within the first or second year of taking ownership of the property.

Conceptually we have started the feasibility of phase II uses with ideas that will promote services and job growth for the community or create additional living space.

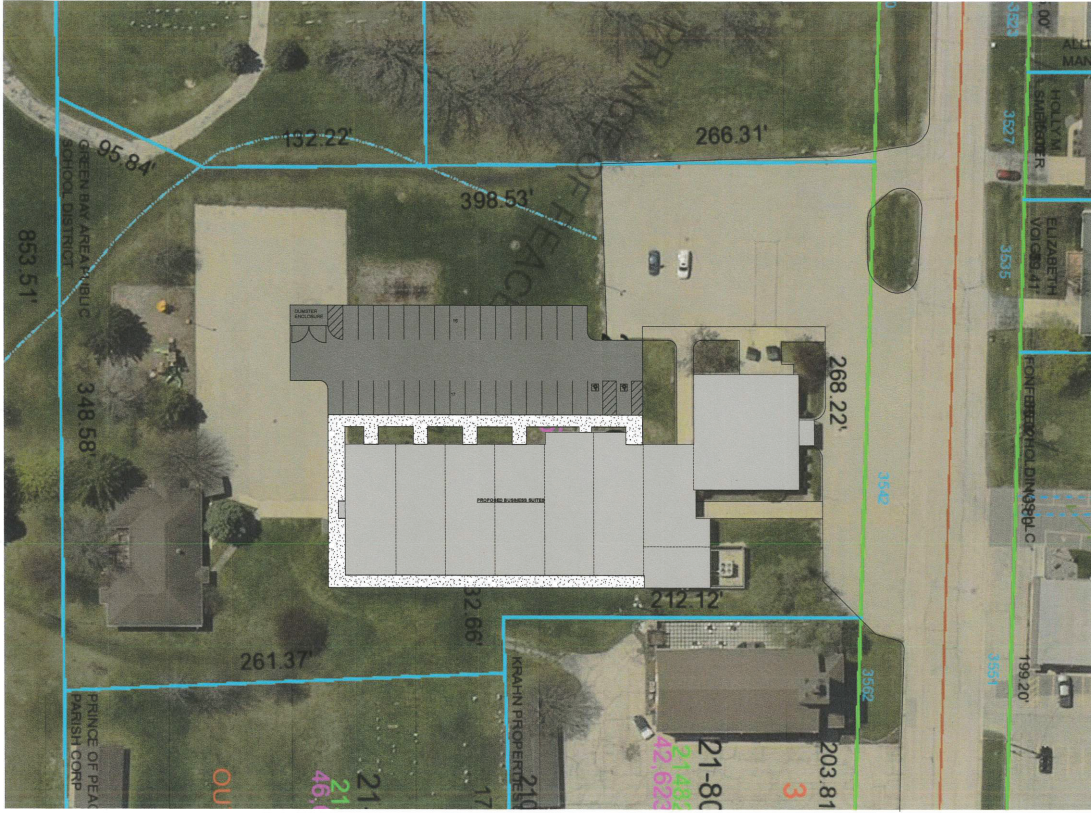
- Option #1 is to repurpose the remainder of the current building to commercial business suites such as insurance office, tax accountant, chiropractor, dance studio, interior pickle ball courts, other professional services.
- Option #2 is to convert the balance of the current building into affordable Active Lifestyle residential units (55 and older), which would include (10) units with access to a fitness area and multi-purpose room for residents' use. This would include the construction of a garage structure for residents to store their vehicles.

As we continue to explore opportunities for the parcel, we are seeking a zoning option that may be aligned with creating successful uses for repurposing the current facility and for future development of the property. Our intent is to enhance and promote community while preserving the school building where so many families have lasting memories. I appreciate your consideration for the petition for rezoning and look forward to your recommendation.

Thank you,

Dean Dequaine
MJMB Properties, LLC
920-609-7741
deandequaine@gmail.com

Exhibit D
Conceptual Options



→ SITE LAYOUT PLAN - OPTION 1

CONCEPTUAL PLANS 05-12-2025

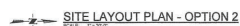
DATE: 05/12/2025 SCALE: 1" = 100' PROJECT: C1.1	PROPOSED DEVELOPMENT FOR: MJMB Properties, LLC 25027 Pinner Road, Ocean View, VA 22571	IC CONSULTING COMPANY, LLC 25027 Pinner Road, Ocean View, VA 22571 Phone: 301-877-4715	IC CONSULTING COMPANY, LLC 25027 Pinner Road, Ocean View, VA 22571 Phone: 301-877-4715	PROPOSED DEVELOPMENT FOR: MJMB Properties, LLC 25027 Pinner Road, Ocean View, VA 22571	DATE: 05/12/2025 SCALE: 1" = 100' PROJECT: C1.1
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FIRST FLOOR PLAN - OPTION 1

CONCEPTUAL PLANS 05-12-2025

DATE: 05/12/2025 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]	PROPOSED DEVELOPMENT FOR: MJMB Properties, LLC 3601 Fager Road, Chesler Bay, NE 68311		IC Construction Company, LLC 3601 Fager Road, Chesler Bay, NE 68311 Phone: 318-857-4219 Fax: 318-857-4220 Email: info@icconstruction.com	FIRST FLOOR PLAN - OPTION 1 A1.1
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[illegible]



CONCEPTUAL PLANS 05-12-2025

PROPOSED DEVELOPMENT FOR: MJMB Properties, LLC 3042 Phipps Road Ocean City, MD 21841		DATE: 05/12/2025 PROJECT: 2025-001
IC Construction Company, LLC 10000 W. 10th Ave. Suite 100 Denver, CO 80202 Phone: 313-857-4513	IC Construction Company, LLC 10000 W. 10th Ave. Suite 100 Denver, CO 80202 Phone: 313-857-4513	IC Construction Company, LLC 10000 W. 10th Ave. Suite 100 Denver, CO 80202 Phone: 313-857-4513
FIRST FLOOR PLAN - OPTION 2		DATE: 05/12/2025 PROJECT: 2025-001
A1.2		DATE: 05/12/2025 PROJECT: 2025-001

FIRST FLOOR PLAN - OPTION 2



Proposed Rezone and Comprehensive Plan Amendment

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 J.L.

Zoning Petition (ZP 25-16)
Comprehensive Plan Amendment Request (CPA 25-04)
3520 Finger Road
3542 Finger Road



Report to the Green Bay Plan Commission

MEETING DATE

July 15, 2025

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # N.2

To approve a request to rezone 3520 and 3542 Finger Road from Low-Density Residential (RI) to Office-Residential (OR) zoning, submitted by Dean Dequaine MJMB Properties LLC., on behalf of Green Bay Area Public Schools, property owner. (ZP 25-16 Plan Commission Meeting July 7, 2025).

BACKGROUND

Reason for Request: The proposed rezoning and proceeding comprehensive plan amendment permits a pathway for redevelopment of the former school site for mixed-use purposes.

Surrounding Zoning and Land Uses:

Subject: Low Density Residential (RI) | Former school and vacant

North: Low Density Residential (RI) & General Commercial (C1) | Single-family residential and restaurant

South: Low Density Residential (RI) | Vacant

East: Planned Unit Development (PUD) | Assembly Hall

West: Varied Density Residential (R3) and Low Density Residential (RI) | Multi-family residential homes and cemetery

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends a mix of Low/Medium Density Residential, School and Parks uses for these parcels. The associated application, CPA 25-04, requests a future land use of MIROH Medium Intensity Retail Office and Housing. Staff has recommended approval of CPA 25-04.

Report: The subject parcels have a total of 5.512 acres located on two parcels generally situated at the southeast corner of Finger and Erie Roads. The rezone request area is two parcels, 3520 Finger Road and 3542 Finger Road. 3520 Finger is a vacant lot. 3542 Finger is the former Fridrich Froebel Garden of Early Learning facility. Both parcels are currently owned and offered for sale by the Green Bay Area Public Schools. The school district has made it clear that a repurpose of the property is to not be used for educational use. The parcels are currently zoned (RI) Low Density Residential. RI has been a typical zoning for many school sites.

The applicant is interested in redeveloping the existing building located at 3542 Finger. The single-story building has a mixture of larger assembly type rooms in the northern part of the building and former classrooms in the back of the building.

The applicant conceptually proposes redeveloping the former school as office space for a construction firm in the front/north side of the building, located closer to Finger Road. A second conceptual phase suggests redeveloping the existing rear of the building for either office/commercial suites or multi-family residential in the rear of the building. The applicant seeks a zoning classification which could facilitate redevelopment of the existing school and vacant parcel. The current RI zoning is a common zoning for existing school sites located within predominantly single-family neighborhoods. However, RI zoning is not feasible for the redevelopment of a former school building.

Staff feels the change to Office Residential (OR) zoning is appropriate for both the neighborhood and a potential redevelopment of the former school. The five-acre site is surrounded by a mixture of uses including restaurants/tavern, assembly hall, single-family residential, multi-family residential, and cemetery. The 5-plus-acre site is located at the corner of Finger and Erie. Both are currently local streets with potential to become a collector streets as both Finger and Erie connect through and past major arterial streets on the far east side.

Office-Residential zoning is distinguished as a transitional mixed-use district intended for segments of commercial corridors where there is some development pressure to convert residential uses to office. Small office and service establishments are permitted as-of-right in compliance with specific design standards, while larger or more intense office, service, or limited retail would be allowed by conditional use permit. Additional OR uses include single- and two-family homes as a conditional use. Multi-family dwellings are permitted, but in mixed-use buildings, residential use shall not be permitted on the ground floor fronting a primary public street.

Staff feels a mixed-use district is appropriate for the site. Office-Residential (OR) and Neighborhood Commercial (NC) zoning are similar categorizations for use. The primary use differences between the two different zoning designations allow for more permitted or conditionals uses in commercial recreation and entertainment or vehicle services within Neighborhood Commercial.

Additionally, the minimum/maximum floor area ratio is 0.3/1.0 in OR and 0.5/2.0 in NC. Given the context of the surrounding environment, staff believes a lower floor area ratio designation is appropriate for redevelopment of the parcels.

Ald. Hutchison and neighbors within 400 feet have been notified of the meeting based on Plan Commission policy. A neighborhood meeting was held on June 18, 2025. Approximately 6 neighborhood residents attended. Developers, Green Bay Area Public Schools staff, and Alder Hutchison also attended. Generally, the members of the public were supportive of redevelopment of the school, but some residents were hesitant about the possibility of multi-family residential as a use on the site.

RECOMMENDATION

Approval of the request for a change of zoning from Low-Density Residential (RI) to Office-Residential (OR) zoning.

FISCAL IMPACT

ATTACHMENTS

1. ZP 25-16 Request for City Action I
2. ZP 25-16 Narrative & Concepts
3. ZP 25-16 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: 3542 Finger Road, Green Bay, WI

Parcel Number(s): 21-8069

Petitioner(s): Dean Dequaine - MJMB Properties, LLC

Date: 6/11/2025

Email: deandequaine@gmail.com

Phone Number: 920-609-7741

Address: 3078 W Tanager LN

City: Suamico

State: WI

Zip: 54313

Property Owner: Green Bay Area Public Schools

Phone Number: 920-448-7361

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, Dean Dequaine - MJMB Properties, LLC, 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: _____

Cate Kulezinski

Date: 5.20.25

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.: _____

June 11, 2025

Green Bay Planning and Zoning
100 N. Jefferson Street
Green Bay, WI 54301

Petition for Rezoning Narrative:

Property Location-3542 Finger Road, Green Bay, WI 54311

I am requesting a formal petition for rezoning parcel #21-8069 to repurpose the former Froebel Garden of Early Learning facility and property to be included in a Mixed-Use District with an NC and/or OR zoning.

Our intent for phase I is to repurpose approximately 4,000 square feet of the existing building with frontage on Finger Road into a commercial office suite for IC Construction Company which is currently located in New Franken. The repurpose development will include creating office space, a conference area, and a break area for our current 6 employees. The purpose of the relocation to this area is to bring our company into the City of Green Bay as we feel this will create increased retainage for our current staff and promote better future recruitment for job growth in the area by having this location and having other business services that we can utilize near our office. This phase I renovation will create space for 3-4 additional employees who we hope to recruit within the next 1-2 years of our relocation. We are a satellite office for IC Construction Company, and we will not have any outdoor storage for these business activities

This phase I renovation development will include subtle enhancement of the exterior main entrance to better define the entrance to the IC Construction Company office. The interior renovation will include the buildout of offices and rooms with commercial finishes. With exception to the main entrance, the exterior will remain untouched for this phase but routine maintenance to the facility and grounds will be performed to maintain an appealing property in the community.

For phase II of the repurposing of the facility we will continue to perform feasibility studies to better understand a use that will be successful for this property. Pending financial impacts, economic stability, and buildout costs based on the feasibility study our intent would be to move forward with a concept within the first or second year of taking ownership of the property.

Conceptually we have started the feasibility of phase II uses with ideas that will promote services and job growth for the community or create additional living space.

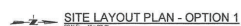
- Option #1 is to repurpose the remainder of the current building to commercial business suites such as insurance office, tax accountant, chiropractor, dance studio, interior pickle ball courts, other professional services.
- Option #2 is to convert the balance of the current building into affordable Active Lifestyle residential units (55 and older), which would include (10) units with access to a fitness area and multi-purpose room for residents' use. This would include the construction of a garage structure for residents to store their vehicles.

As we continue to explore opportunities for the parcel, we are seeking a zoning option that may be aligned with creating successful uses for repurposing the current facility and for future development of the property. Our intent is to enhance and promote community while preserving the school building where so many families have lasting memories. I appreciate your consideration for the petition for rezoning and look forward to your recommendation.

Thank you,

Dean Dequaine
MJMB Properties, LLC
920-609-7741
deandequaine@gmail.com

Exhibit D
Conceptual Options



JMB PROPERTIES, LLC 2500 SUNNYVALE AVENUE SUITE 100 FALLS CHURCH, VA 22044 PHONE 703-441-1100 FAX 703-441-1101 WWW.JMBPROPERTIES.COM	PROPOSED DEVELOPMENT FOR: JMB Properties, LLC	14 COLUMBIAN COMPANY, LLC 2500 SUNNYVALE AVENUE SUITE 100 FALLS CHURCH, VA 22044 PHONE 703-441-1100 FAX 703-441-1101 WWW.JMBPROPERTIES.COM
--	---	---

PROPOSED DEVELOPMENT FOR:
MJMB Properties, LLC



SITE LAYOUT PLAN - OPTION 1

C1.1



CONCEPTUAL PLANS 05-12-2025

PROPOSED DEVELOPMENT FOR: MJMB Properties, LLC 3601 Fridge Road, Ocean Ridge, FL 32051	
IC Construction Company, LLC 3601 Fridge Road, Ocean Ridge, FL 32051 Phone: 318-857-4219 IC Construction Company, LLC 3601 Fridge Road, Ocean Ridge, FL 32051 Phone: 318-857-4219	DATE REVISION DESCRIPTION BY CHECKED DATE
FIRST FLOOR PLAN - OPTION 1 A1.1	DATE SCALE 1/8" = 1'-0" 1



GRADE	SJK	GRID	DR
DATE	09/11/02	SCALE	1" = 20'
SHEET NO.			
C1.2			
PROJECT NO.	NO. XXX		REV.



Proposed Rezone and Comprehensive Plan Amendment

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 JI.

Zoning Petition (ZP 25-16)
Comprehensive Plan Amendment Request (CPA 25-04)
3520 Finger Road
3542 Finger Road



Report to the Green Bay Plan Commission

MEETING DATE

July 15, 2025

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # N.3

To approve a request to create a 15-lot preliminary plat (Eaton Heights Third Addition) that includes public street dedication at 911 Spartan Road (Parcel 21-8371), subject to the following condition:

- I The Eaton Heights Third Addition Preliminary Plat review comments from June 19, 2025, shall be addressed on the Eaton Heights Third Addition Pre-Final Plat.

Submitted by Troy Hewitt of Robert E. Lee and Associates, on behalf of Bay Settlement Investments, LLC, property owners. (CP 25-04 Plan Commission Meeting, July 7, 2025).

BACKGROUND

Reason for Request: To create a 15-lot preliminary plat, known as Eaton Heights Third Addition. The proposed plat includes the dedication of right-of-way for the development of 14 single-family home lots and 1 two-family, semi-detached home lot.

Subject Parcel Zoning and Land Use: Subject property is zoned Planned Unit Development (PUD) and is undeveloped/vacant land.

Surrounding Zoning and Land Uses:

North: Planned Unit Development (PUD) | Single-Family Residential, Vacant

South: Planned Unit Development (PUD) | Single and Two-Family Residential

East: Low Density Residential (R-1) | Vacant

West: Planned Unit Development (PUD) | Single-Family Residential

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Low/Medium Density Housing.

Report: The Eaton Heights Third Addition Subdivision includes the development of 15 lots (for 14 single-family homes and 1 two-family) and the extension of Mendota Drive. The extension of Mendota Drive has previously been included within the City's Official Map. Certified Survey Maps (CSM) and Final Plats that include a dedication to the public, including street dedications, require approval by City Council as such approval shall constitute acceptance of the dedication.

The Eaton Heights Third Addition Preliminary Plat is being forwarded to the Plan Commission for review and action. Once the preliminary plat is approved by the Plan Commission, a pre-final plat will be submitted to the City by the applicant. re-final plat will then come before the Plan Commission and City Council for final approval and road acceptance.

Planning staff has forwarded the preliminary plat to the land division review team for review. All comments received have been forwarded to the surveyor.

RECOMMENDATION

Staff is recommending approval of the request subject to the following condition:

- I. The Eaton Heights Third Addition Preliminary Plat review comments from June 19, 2025, shall be addressed on the Eaton Heights Third Addition Pre-Final Plat.

FISCAL IMPACT

ATTACHMENTS

1. CP 25-04 Application
2. CP 25-04 Eaton Heights Third Addition Preliminary Plat
3. 061925 Eaton Heights Third Addition PP Review Comments



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: 911 SPARTAN ROAD, GB WI 54311

Parcel Number(s): 21-8371

Petitioner(s): TROY HEWITT, REL & ASSOC. INC. Date: 5/13/2025

Email: thewitt@releeinc.com Phone Number: 920-662-9641

Address: 1250 Centennial Centre Blvd City: Hobart State: WI Zip: 54313

Property Owner: BAY SETTLEMENT INVESTMENTS, LLC Phone Number: (920) 498-3299

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, TROY HEWITT, 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: 5-14-25

Petitioner Signature(s): Troy E. Hewitt

Digitally signed by Troy E. Hewitt
DN: cn=Troy E. Hewitt, o=City of Green Bay, ou=City of Green Bay, email=TEHewitt@cityofgreenbay.gov, c=US

Checklist of required attachments:

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

For office use only:

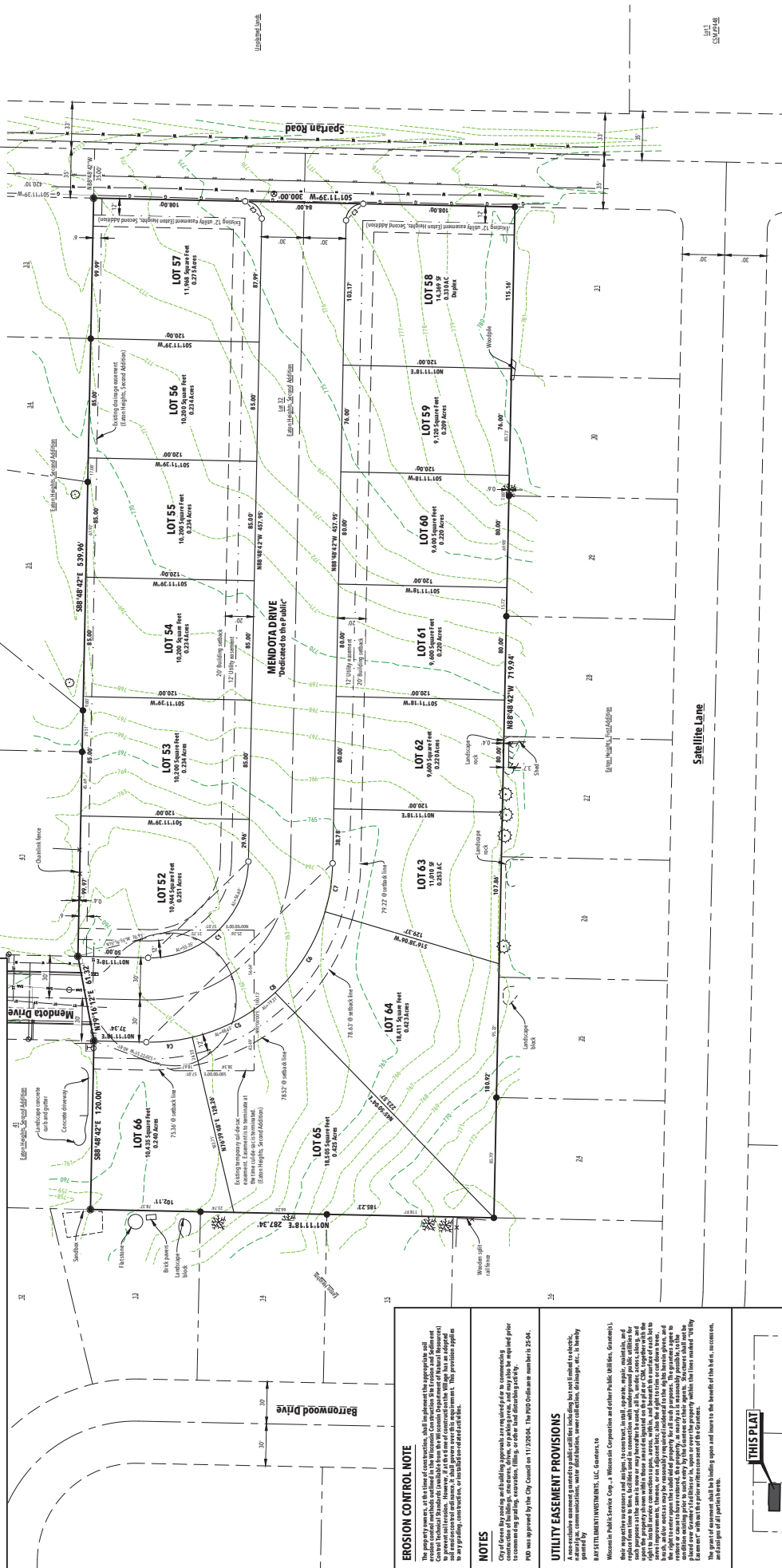
Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____

PRELIMINARY PLAT
EATON HEIGHTS, THIRD ADDITION
LOT 32, EATON HEIGHTS, SECOND ADDITION, VOLUME 24, PAGES 114-115, DOCUMENT NUMBER 2869420, LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 21 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

LOT 32, EATON HEIGHTS, SECOND ADDITION, VOLUME 24, PAGES 114-115, DOCUMENT NUMBER 2869420, LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 21 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

[illegible]



City of Green Bay
Department of Community and Economic Development

June 19, 2025

Troy Hewitt
Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd
Hobart, WI 54155

Re: Conditional Preliminary Plat Approval- Eaton Heights Third Addition

Dear Mr. Hewitt:

Please be informed that Green Bay Plan Commission staff has recommended conditional approval of the Preliminary Plat for Eaton Heights Third Addition, located at 911 Spartan Road. Approval is subject to the following:

1. Comply with all standards and easements as required by Chapter 36, Subdivision & Platting, Green Bay Municipal Code.
2. City of Green Bay Planning Department Comments
 - a. Remove 20' building setback line.
 - b. Because the plat involves a public road dedication, the preliminary plat will be forwarded to Plan Commission for action at their July 7, 2025 meeting. The pre-final plat will be reviewed and approved by City Council.
3. City of Green Bay Department of Public Works Comments:
 - a. See attached comment sheet.
4. Brown County Comments:
 - a. The erosion control note references the village in the fourth line, and should be the city.
 - b. See attached marked up preliminary plat.

This preliminary plat has been conditionally approved as of the date of this letter and is subject to the above-mentioned conditions. All comments and conditions of approval must be addressed and/or corrected before any final plat approval can occur. If an acceptable final plat is not submitted for review within thirty-six (36) months of the date of this approval letter, this preliminary plat will be considered expired per Green Bay Municipal Code 36-176.

Sincerely,
Dena Mooney
Planner I

DAM:
Attachments
cc: File CP 25-04
Ald. Grant

CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

**SUBDIVISION AND
CERTIFIED SURVEY MAP
CHECKLIST & COMMENTS**

Approved By: *DMB*
Date: *6/19/25*

Eaton Heights Third Addition (CP 25-04)

Date Received:
5/28/2025

☒ Preliminary Plat

☐ Pre-Final Plat

☐ C.S.M.

SANITARY AND STORM SEWER

- | | | |
|---|--------------------------------------|---|
| 1 | Sanitary Sewer Service Available? | ☒ Yes ☐ No
☐ Can be made available |
| 2 | Sewer Easement(s) Required? | ☐ Yes ☒ No |
| 3 | Backyard Drainage Required? | ☒ Yes ☐ No
Amount of Drainage Bond = \$10,000 |
| 4 | Stormwater Management Plan Required? | ☒ Yes ☐ No
☐ Fee in lieu of |

Reviewed By: VAJ

Date: 6/2/2025

COMMENTS:

1. 8" sanitary sewer located in Mendota Drive.
2. Sewer easements would depend on what is to be done for stormwater management.
3. Interior lot drainage bond required per ordinance.
4. Stormwater management will be required. Original design plans for Eaton Heights subdivision show a future pond to be constructed within this parcel. There is an existing pond in Outlot 1 that serves prior phases. The engineer could model the existing pond to determine if there is additional capacity, but based on the plans it appears they anticipated a second pond for this phase of development. In the event modeling showed the existing pond could be used, fee in lieu of would be determined during the site plan review.

STREET GRADES

- | | | |
|---|---------------------------|---|
| 5 | Contours Required? | ☒ Yes ☐ No |
| | Grading Required? | ☒ Yes ☐ No |
| | Amount of Bond = \$25,000 | |

HORIZONTAL ALIGNMENT

- | | | |
|---|--|--|
| 6 | R/W Widths | ☒ OK ☐ See Comments |
| | Curves | ☒ OK ☐ See Comments |
| | Intersections | ☒ OK ☐ See Comments |
| | Meet alignment of streets in adjoining plats | ☒ OK ☐ See Comments |
| | Street Names | ☒ OK ☐ See Comments |
| | Sidewalks Note Required? | ☒ Yes ☐ No |

Reviewed By: CY

Date: 6/18/2025

COMMENTS:

Sidewalk restrictive covenant to read:
Concrete sidewalks shall be installed on both side(s) of Mendota Drive and on the west side of Spartan Road. Sidewalks shall be installed in front of lots abutting Mendota Drive and Spartan Road at the time the lots are developed and prior to receiving an occupancy permit or as directed by the Common Council of the City of Green Bay.

DO LOTS AND STREETS HAVE IMPROVEMENTS?

- | | | |
|---|-------------------|---|
| 7 | Sanitary Laterals | ☒ Yes ☐ No |
| | Storm Laterals | ☒ Yes ☐ No |
| | Pavement | ☒ Yes ☐ No |
| | Curb & Gutter | ☒ Yes ☐ No |

Reviewed By: MMA

Date: 6/17/2025

COMMENTS:

8 UTILITY EASEMENTS/STREET LIGHTS

COMMENTS: *Street lights will be needed.*

Reviewed By: *JMP*

Date: *6/19/25*

Reviewed By: RLD, Date: 6/12/2025.

CURSORY REVIEW FORM FOR CITY REVIEWS

Surveyor: Troy Hewitt Municipality: City of Green Bay
Plat Name: Preliminary Plat of Eaton Heights, Third Addition
1/4-1/4/Lot/Gov't Lot, Sec/Tn/Rg or other land system: Part of the SW-SW Sec 36-24-21
PARCEL #'s: 21-8371
TID District No TID #: N/A Proposed property line cross a TID boundary: N/A

☐ **(IF CHECKED) THIS MAP MUST BE RESUBMITTED TO THE PROPERTY LISTING DEPT. BEFORE IT CAN BE REVIEWED.**

- ☐ Name(s) of Owners of Record are not listed or incorrect
- ☐ The overall boundary does not close
- ☐ The overall boundary does not match the title (eg. underlying title for r/w?)
- ☐ The survey does not agree with our parcel mapping
- ☐ The survey does not agree with the county's PLSS protraction
- ☐ Government corner information is incorrect/missing
- ☐ Caption is missing necessary information or incorrect
- ☒ Certificate(s) missing or necessary information is incorrect
- ☐ Document number(s) missing or incorrect
- ☐ Dedication notes intent not clear
- ☒ The map is not a permanent nonfading black image
- ☐ Click or tap here to enter text.

BOUNDARY CLOSURE CHECK

OK All boundaries shall close to a tolerance of 1 part in 20,000, and no closures shall be greater than 0.03 feet.
Boundary: 1/157 K, Distance: 0.0129 ft

Comments: **BE SURE TO HAVE NONFADING BLACK ON FINAL PLAT. NEED TO HAVE NECESSARY CERTIFICATES.**

BE SURE TO HAVE NONFADING BLACK ON FINAL PLAT
NEED TO HAVE NECESSARY CERTIFICATES

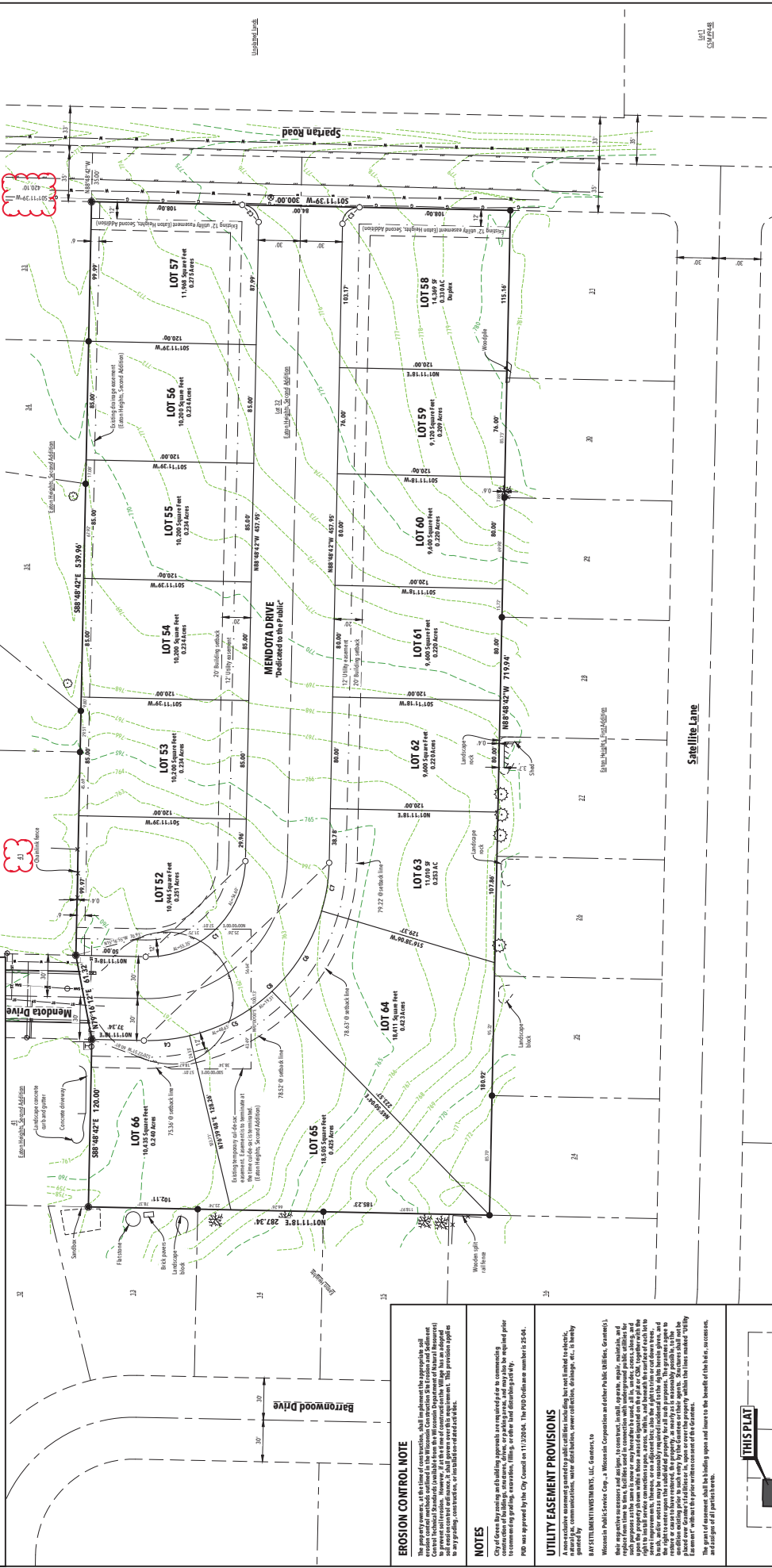
PRELIMINARY

PRELIMINARY PLAT
EATON HEIGHTS, THIRD ADDITION

LOT 32, EATON HEIGHTS, SECOND ADDITION, VOLUME 24, PAGES 114-115, DOCUMENT NUMBER 2869420, LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 21 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

MAY WANT TO MOVE CLOSER TO THE LEAD-IN LINE

CHECK NUMBER



EROSION CONTROL NOTE

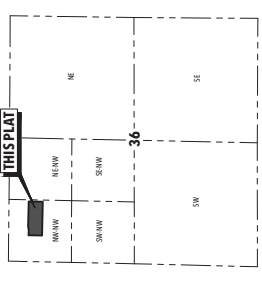
The property owner, at the time of construction, shall implement the appropriate soil erosion control measures to prevent erosion and sedimentation from the construction site. Erosion control measures shall be installed and maintained throughout the construction period. Erosion control measures shall be installed and maintained throughout the construction period. Erosion control measures shall be installed and maintained throughout the construction period.

NOTES

City of Green Bay planning and building departments are required prior to commencing construction of any building, structure, or other land disturbing activity. The plat was approved by the City Council on 11/20/2024. The HD Ordinance number is 25-54.

UTILITY EASEMENT PROVISIONS

A new easement is being granted to public utilities including but not limited to electric, gas, water, sewer, telecommunications, water distribution, sewer collection, drainage, etc. It hereby grants to the public utilities the right to use the easement for the purpose of installing, maintaining, and repairing their utility lines and structures. The easement shall be used for the purpose of installing, maintaining, and repairing their utility lines and structures. The easement shall be used for the purpose of installing, maintaining, and repairing their utility lines and structures.



- LEGEND
- Set 2.37" x 30" sublot dimensions x 20'
 - Iron pipe with 3.08 B.O.D. R.
 - Existing 1" iron pipe
 - Existing 2" iron pipe
 - PLS comment on easement
 - Sanitary Manhole
 - Inlet
 - Hydrogen Federal
 - CMP
 - Water Valve
 - Redwood Tree
 - Coniferous Tree



Curve #	Delta	Radius	Length	Chord	Bearing	Second
C1	90°00'00"	70.00'	109.56'	50.148' ±	S89°48'42"E	S89°48'42"E
C2	90°00'00"	12.00'	18.85'	MA 11'28.51"	S89°48'42"E	S89°48'42"E
C3	90°00'00"	12.00'	18.85'	MA 11'28.51"	S89°48'42"E	S89°48'42"E
C4	90°00'00"	12.00'	18.85'	MA 11'28.51"	S89°48'42"E	S89°48'42"E
C5	90°00'00"	12.00'	18.85'	MA 11'28.51"	S89°48'42"E	S89°48'42"E
C6	90°00'00"	12.00'	18.85'	MA 11'28.51"	S89°48'42"E	S89°48'42"E
C7	90°00'00"	12.00'	18.85'	MA 11'28.51"	S89°48'42"E	S89°48'42"E
C8	90°00'00"	12.00'	18.85'	MA 11'28.51"	S89°48'42"E	S89°48'42"E

LEGAL DESCRIPTION
Lot 32, Eaton Heights, Second Addition, Volume 24, Pages 114-115, Document Number 2869420, located in part of the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 24 North, Range 21 East, City of Green Bay, Brown County, Wisconsin.

ZONING
Minimum Lot Area as Platted
9,100 sq. ft.
0.207 Acres

MINIMUM LOT AREA AS PLATTED
9,100 sq. ft.
0.207 Acres

NUMBER OF LOTS
15 Lots

PARCEL ID
210371

OWNER
MAX STELLMAN INVESTMENTS, LLC
1200 Central Avenue Blvd.
Green Bay, WI 54311
920-809-9020

SURVEYOR
Troy E. Lee, PLS 23821
1200 Central Avenue Blvd.
Green Bay, WI 54311

PLATTED AREA DEDICATED TO THE PUBLIC
40,384 Square Feet
0.925 Acres

PLATTED AREA
4,915 Square Feet
0.112 Acres

APPROVING & OBJECTING AUTHORITIES
City of Green Bay
Brown County

Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-665-9441 | rlee@rcm.com

DATE
5/5/2025

DRAWN
Troy E. Lee

CHECKED
Troy E. Lee

DATE
5/5/2025

JOE NO.
6537901

SHEET NO.
1 of 1



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # O.I

To the accept the 2026 WDOJ Specialized Training Grant for \$18,562.00.

BACKGROUND

Fiscal year 2026 Wisconsin Department of Justice specialized training grant of \$18,562 no local match.
Timeframe 9/15/2026 through 6/30/2026 to use for law enforcement de-escalation training.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. WDOJ 2026 specialized training grant form
2. FY26 - 080125-02 Green Bay PD Award Letter



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

([emailto:PamelaMa@greenbaywi.gov](mailto:PamelaMa@greenbaywi.gov))

APPLICANT DEPARTMENT: Police

DATE: 6/18/2025

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Rick Jurkanis/Business Manager

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: State Specialized Training Grant – WI Department of Justice

AMOUNT OF GRANT REQUEST: \$18,562.00

LOCAL MATCH REQUIREMENT: \$0

SOURCE OF MATCH: ☐ General Fund ☐ Non-General Fund ☒ Not Applicable

TIMEFRAME OF GRANT: 9/15/2025 through 6/30/2026

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): Grant will fund Law Enforcement De-Escalation Training.

How does the grant meet City/Department needs? Law Enforcement Officer Training

What are the personnel requirements (include both existing and new staff) of the grant? None

DEPARTMENT HEAD SIGNATURE: Caitie A. D...

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; [emailto:PamelaMa@greenbaywi.gov](mailto:PamelaMa@greenbaywi.gov))

AMOUNT OF GRANT AWARD: \$18,562.00

CFDA/STATE ID #: FY2026 #080125-02

LOCAL MATCH REQUIREMENT: \$0

Please describe the source of match, if applicable: N/A

Please describe any major changes in proposed grant-funded activities: N/A

Please describe what the grant money will be spent on Law Enforcement De-Escalation Training

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

May 19, 2025

SENT VIA EMAIL: (Chris.Davis@greenbaywi.gov)

Chris Davis, Chief
Green Bay Police Department
307 S. Adams Street
Green Bay, WI, 54301

Re: Law Enforcement Grant Funds FY2026 #080125-02

Dear Chief Davis:

I am pleased to inform you that Green Bay Police Department has been awarded a Specialized Training Grant from the Law Enforcement Training Fund Local Assistance Program.

These funds are administered by the Wisconsin Department of Justice, Division of Law Enforcement Services to support specialized training for certified law enforcement officers in Wisconsin. Thank you for supporting our efforts to continue providing these training funds to local law enforcement.

As project director, you will be responsible for all reporting requirements and other award conditions outlined in the enclosed award letter materials. Should you have any questions regarding this grant award, please contact Stacy Lenz, Specialized Training Fund Program Manager, directly at (608) 616-2338 or stacy.lenz@wisdoj.gov.

We look forward to a collaborative working relationship with you.

Sincerely,


Joshua L. Kaul
Attorney General

JLK:EJW:alm
Enclosure

WISCONSIN DEPARTMENT OF JUSTICE
ATTACHMENT A

Grantee: **Green Bay Police Department**

Project Title: **Rewire4**

Grant Period: From **9/15/2025** To **9/15/2025**

Grant Number: **FY2026 #080125-02**

APPROVED BUDGET

<u>Category</u>	<u>Sub-total Amount</u>
Consultant/Speaker	\$15,000.00
Speaker Travel	\$1312.00
Materials	\$2250.00
A/V	
Grand Total of this Award:	\$18,562.00

Award Conditions:

Reimbursable expenses are restricted to this course and the amount specified above for **direct instructional service costs**, including fees and travel expenses for instructors, and **instructional materials** used during training and/or presented directly to students.

By accepting these funds, the grantee agrees to the following conditions and deliverables:

- To formally acknowledge the Wisconsin Department of Justice as a funding source for training. The Wisconsin Department of Justice logo shall be used on all materials and advertising for this grant award.
- The hosting agency (grantee) will be responsible for entering the training records into Acadis for all law enforcement personnel that attend the conference/training, no more than 30 days following the event date.
- To provide a lesson plan or itinerary (minimally listing topics, all presenters, and hours of instruction).
- To provide an electronic student roster of all attendees within 30 days following the event (including law enforcement agencies represented and any individual grades given).
- Submit an invoice for the grant award to the Wisconsin Department of Justice, including copies of invoices to document approved expenses.

Please submit required documents and any questions you may have directly to:

Stacy Lenz, Specialized Training Fund Program Manager
(608) 616-2338 or stacy.lenz@wisdoj.gov.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 15, 2025

PREPARED BY

Dan Ditscheit, Parks Director

AGENDA ITEM # P.I

To approve continuing to fund the 10-week City Band concert series at St. James Park in our annual budget.

BACKGROUND

RECOMMENDATION

No recommendation

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 15, 2025

PREPARED BY

Dan Ditscheit, Parks Director

AGENDA ITEM # P.2

To deny the request by the owner of 531 S. Oakland Avenue to waive the \$3,841.00 unauthorized tree removal fee.

BACKGROUND

The Forestry Department was made aware of an unauthorized street tree removal by the property owner at 531 S. Oakland Avenue. Per the City Council approved policy, the Parks Department shall invoice the property owner for the value of the tree that was removed and the cost to plant a replacement tree.

RECOMMENDATION

Staff recommends denial of the request to waive this fee.

FISCAL IMPACT

ATTACHMENTS

1. Tree Removal Fee Waive Request
2. Tree Removal Fee Invoice
3. Tree and Stump Removal Policy Final

Dan Ditscheit

From: deron andrelawoffices.com <deron@andrelawoffices.com>
Sent: Monday, June 30, 2025 10:19 AM
To: Dan Ditscheit
Cc: Bao He; Greg Gerbers
Subject: Fw: 531 S. Oakland Ave

Dan,

Please see my email below.

Thanks.

Deron J. Andre

Andre Law Offices lc

Attorneys Counselors Advocates
400 Security Blvd. Ste. 2
Green Bay, WI 54313*
920-632-4461

Please note this is our new address effective 12/1/23.

From: deron andrelawoffices.com
Sent: Thursday, June 26, 2025 4:40 PM
To: dan.ditscheit@gbwi.com <dan.ditscheit@gbwi.com>
Cc: Bao He <baohe50@yahoo.com>; Greg Gerbers <greg@macioleklawgroup.com>
Subject: 531 S. Oakland Ave

Dan,

I am following up on our conversation earlier today.

Please add my client, Bao He, to the agenda for the July 9, 2025 meeting. She is contesting the invoice she received (No. 50145) for the tree replacement at 531 S. Oakland Ave.

Thank you.

Deron J. Andre

Andre Law Offices lc

Attorneys Counselors Advocates
400 Security Blvd. Ste. 2
Green Bay, WI 54313*
920-632-4461

Please note this is our new address effective 12/1/23.



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
09/18/2024	190456
Customer Number	
50145	
Invoice Total Due	
\$3,841.00	
Customer PO	Due Date
	10/18/2024

BAO HE
1105 LONGBOW CT
ONEIDA, WI 54155

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 09/18/2024

Customer Number: 50145

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
TREE REPLACEMENT AT 531 S. OAKLAND AVE. GREEN BAY, WI 54303 STUMP LABOR AND EQUIPMENT: \$180.00 BUR OAK APPRAISED VALUE: \$3661.00	1.00	\$3,841.00	EACH	\$3,841.00	\$0.00	\$0.00	\$3,841.00
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:		\$3,841.00	

ORIGINAL
COPY

City of Green Bay Tree Appraisal Worksheet <30" DBH Trunk Formula

Location 531 S. Oakland Ave.

Bur Oak

DBH: 10

<30"

>30"

1. REPLACEMENT COST: LARGEST TRANSPLANTABLE TREE INSTALLED

\$200.00

2. BASIC PRICE OF REPLACEMENT TREE

d= 2

a. WHOLESALE COST

\$200.00

b. REPLACEMENT TREE TRUNK AREA*(TA:r)

3.14

c. DIVIDE 2a./2b.= BASIC PRICE

\$63.69

3. TRUNK AREA DIFFERENCE

a. TRUNK AREA APPRAISED TREE*(TA:a)

78.5

973.64

b. *TA:r

3.14

3.14

c. TA:a-TA:r

75.36

970.5

4. BASIC PRICE * TRUNK AREA DIFFERENCE

\$4,800.00

\$61,815.29

5. SPECIES RATING =

0.90

list value as decimal

\$4,320.00

\$55,633.76

6. BASIC VALUE

\$4,520.00

\$55,833.76

7. CONDITION CLASS=

0.90

list value as decimal

0.8 take the difference

\$4,068.00

\$50,250.38

8. LOCATION CLASS=

0.90

0.90

0.90

0.90

0.90

\$3,661.20

\$45,225.34

SITE

CONTRIB

PLACE

9. APPRAISED VALUE

\$3,661.00

CITY OF GREEN BAY
PARKS, RECREATION & FORESTRY DEPARTMENT
POLICIES AND PROCEDURES

GENERAL SUBJECT: Forestry

SPECIFIC SUBJECT: Tree and Stump Removal

AUTHORIZATION/DATE: Common Council/December 5, 2006

(Replaces Tree Removal Policy Adopted November 1, 1994)

LEGAL REFERENCE: Municipal Code Chapter 25

Wisconsin Statutes 27.09

Policy Statement

The City shall have the authority and jurisdiction to remove trees within the rights-of-way of all streets, alleys, avenues, lanes, and public properties and parks and tree-planting easements as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public property. (Municipal Code Chapter 25) Trees historically maintained by the City fall under this policy.

I. Definitions

- A. Chronic Pathogen – a disease, virus, or bacteria that will eventually cause the death of the tree
- B. Crown Area – the air space that a full, healthy tree crown would occupy (varies by species)
- C. Decay Pathogen – a fungus or canker rot that will compromise the strength and/or structure of the wood in the tree to the point that the tree becomes a hazard
- D. Forester – the City Forester, Assistant City Forester, or Department of Parks, Recreation and Forestry designee
- E. Infectious Pathogen – a disease, virus, bacteria, or fungus - that has the ability to pass from tree to tree through grafting, insect vector, or other method - that will eventually cause the death of the infected tree
- F. Invasive Species – trees, plants, and insects recognized by the Wisconsin DNR as detrimental to the environment of Wisconsin
- G. Mortality Causing Insect – invasive species insects known to kill trees if left uncontrolled
- H. Project Administrator - Any individual, firm, partnership, corporation, association, company, municipal corporation or other governmental entity or organization that is working on a project that requires tree removal
- I. Reasonable Arboricultural Practices – proper maintenance as recognized by the International Society of Arboriculture

- J. Right-of-way – A strip of land occupied or intended to be occupied for a special use. Rights-of-way intended for streets, crosswalks, water mains, sanitary sewers, storm drains, or any other use involving maintenance by a public agency, shall be dedicated to public use by the maker of the plat on which such right-of-way is established. (See City Code 14.02)
- K. Tree Rooting Area – the area around a tree containing the root system; in general the area from the trunk to the drip line of the crown; however, may extend 2-3 times the height of the tree

II. Fiscal Responsibility and Tree and Stump Removal

Trees are an asset to the City of Green Bay. Young trees start as a small investment in the Community. As trees mature, the aesthetic value, landscape value, property value, environmental value and monetary value increase accordingly. The City recognizes these values in the Urban Forest. Tree removal contrary to this policy represents a fiscal loss to the Community, and may be assessed to the responsible party.

III. Identifying Trees that may Require Removal

+

Trees are identified for removal due to:

- Resident/Homeowner/Citizen concern
- Field observation
- Forestry Division Crew identification
- Other City Department notification
- Project Administrator notification

IV. Tree Removal Criteria *(The following are situations where a tree cannot be maintained by Reasonable Arboricultural Practices so as to: prevent the spread of Infectious Pathogens or Mortality Causing Insects, insure public safety, or preserve or enhance the symmetry and beauty of such public property.)*

A. City Liability

- i. Dead – trees that no longer exhibit signs of life
- ii. Dying – tree health has declined beyond repair by reasonable arboriculture practices
- iii. Diseased – the tree is infected with a chronic or infectious pathogen
 - a. Dutch Elm Disease
 - b. Oak Wilt
 - c. Pine Wilt
 - d. Canker
 - e. Others as determined by the Forester
- iv. Dangerous – a tree that due to decay, defect, or other structural problem presents a hazard to the public in the Forester's opinion
 - a. Cracks/Splits
 - b. Hollows/Cavities
 - c. Leaning
 - d. Exhibits known decay pathogens (decay fungus, root rot, etc.)
 - e. Others as determined by the Forester
- v. Mechanical Failure – a tree that has failed (storm damage)

- vi. Public Safety Conflict – a tree that presents a hazard due to its existence
 - a. Creates an unavoidable sight obstruction that affects public safety
 - b. Can no longer be maintained under public utility lines to avoid conflict using reasonable arboricultural practices
 - c. Others as determined by the Forester
 - vii. Infestation – a tree that harbors a known mortality causing insect
 - a. Asian Longhorn Beetle
 - b. Emerald Ash Borer
 - c. Others as determined by the Forester
 - viii. Invasive species
 - a. European Buckthorn
 - b. Honeysuckle
 - c. Others as determined by the Forester
- B. Public Improvements initiated by the Municipality or Governing Unit – the following activities in proximity of trees may, in the Forester’s determination, compromise tree rooting area, crown area, or general tree health and vigor to the point that removal is necessary before, or after the improvement work takes place
- i. Road installation/maintenance/widening/replacement
 - ii. Utility installation/maintenance/replacement/movement
 - iii. Sidewalk installation/maintenance/replacement
 - iv. Utility easement work
 - v. Park improvements
 - vi. ADA Compliance issues
 - vii. Other public improvements
- C. Necessary Private Improvements initiated by a private party (including business or residential) are evaluated by the Forester
- i. Forester may approve removal if:
 - a. The proposed improvements are, in the Forester’s opinion, necessary. And...
 - b. The improvements are in proximity of City trees, and may, in the Forester’s determination, compromise tree rooting area, crown area, or general tree health and vigor to the point that removal is necessary before, or after the improvement work takes place
 - a. Some examples include but are not limited to – ADA Compliance issues, repair or replacement of sidewalk or driveway; repair or replacement of water service, gas service, sewer service, etc.
- D. Aesthetic Loss beyond recovery utilizing Reasonable Arboricultural Practices
- i. Damaged by vehicle
 - ii. Storm Damage
 - iii. Utility clearance
 - iv. Vandalism
 - v. Others as determined by the Forester

V. Non-Supported Requests for Removal *(These are requests for removal where the standard Forestry Division response per this policy would be to deny the removal, but allow*

the requestor to appeal to the Forester. Also included are desired Private Improvements in compliance with the standards and permits of the City that may require removal or relocation of a City Tree. In these situations the tree shall be looked upon as a public utility such as a utility pole, fire hydrant or valve vault where the tree value and costs of removal or relocation of the tree will be reimbursed to the City.)

A. Nuisance

- i. Satellite dish interference
- ii. Litter – including, but not limited to: flowers, fruit, seeds, leaves, branches, bark, etc.
- iii. Flowers – fragrance, allergy, insect attractor, etc.
- iv. Non-mortality causing insects or wildlife
- v. Shade – sparse grass under the tree, etc.
- vi. Surface roots
- vii. Size – too big, or too small
- viii. Age – too old
- ix. Roots in sewer – problem is a faulty pipe; removing the tree does not fix the problem; (if the pipe is to be replaced and the tree location presents a problem, the tree may be removed at the Forester's discretion under § II C of this policy)

B. Non-Safety Related Obstructed View

- i. Advertising – tree blocks sign, banner, notice, building front, etc.
- ii. Aesthetic View - obstructed view of an area, object, or other desired scene; some examples include: park, woods, water, house, street, horizon, etc.

C. Elected Private Improvements initiated by a private party (not including ADA projects)

- i. Widening of driveway
- ii. Installation of a carriage walk
- iii. Installation of private underground utilities – PERMIT REQUIRED
 - a. Underground fence products [8.06(2)(b)]
 - b. Underground sprinkler utilities (9.33)

D. Others as determined by the City Forester

VI. Stump Removal

There are 6 classifications of stump removal. They are:

A. Restorative Stump Grinding

- i. In most restorative situations the tree stump is removed with a stump grinder
- ii. Terrace is re-graded for proper sidewalk water drainage if necessary
- iii. Debris is removed from the area
- iv. Area is restored with dirt, seed and straw/hydromulch
- v. Grinding takes place when weather is cooperative and grass seed germination is possible

B. Non-Restorative Stump Grinding

- i. Non-restorative stump removal is often due to improvement projects
 - ii. The stump is removed with a stump grinder
 - iii. The area is leveled off with the grindings
 - iv. The area is left until the project is completed
 - v. It is the responsibility of the Project Administrator to restore the area upon project completion
 - C. “Replacement Scheduled” Small Stump Removal
 - i. The stumps of small trees [less than six (6) inches diameter], scheduled for replacement are not removed
 - ii. The stump is cut flush with the ground
 - iii. The stump is removed when the new tree is planted
 - D. Contract Stump Removal
 - i. In situations where City equipment cannot be used to grind out a stump, a contractor may be employed at the Forester’s discretion
 - E. Emergency or Elected Stump Digging
 - i. In situations when the Forestry Division is unable to remove a stump in a time frame compatible with a project (for example – gas leak, main break, sewer pipe replacement, etc.), the Project Administrator may have the stump dug out or otherwise removed and would be held responsible for the restoration of the area under § VI B of this policy
- In all of the above situations, it is the responsibility of the adjacent landowner to provide adequate watering to encourage germination and growth of the grass seed.
- F. No Removal
 - i. Stumps that are inaccessible to stump removal equipment are not removed (for example – stumps in wooded areas, conservancies, etc.) but may be chemically treated to eliminate sprouting

VII. Tree Removal Practices

- A. The Forestry Division will remove or cause the removal of all trees and stumps under City Jurisdiction (Municipal Code Chapter 25) unless the Forester issues a permit to Private Parties or City Contractors
- B. Forestry Crew tree removal is generally scheduled for the winter, but may be done throughout the year as needed in an emergency
- C. Small project [affecting less than five (5) trees] Public and Private Improvement removals may be scheduled within twenty (20) business days of Forestry Division acceptance of removal project subject to time and manpower available
- D. Large Scale Projects [five (5) trees and over] shall be scheduled at the Forester’s discretion and subject to time and manpower available
- E. Forestry Crew stump removal is generally scheduled for spring through fall, when grass seed germination is best, but may be done throughout the year as ground frost and other factors permit

VIII. Fees

- A. There are no fees for City tree or stump removal if the tree meets the Tree Removal Criteria listed in § IV
- B. For trees that do not meet the Tree Removal Criteria in § IV, please see § IX of this policy for Associated Fees

IX. Determining Value and Costs for Tree Removal

- A. Unauthorized and Non-Supported tree and/or stump removals are subject to review by the Forester. Unauthorized removals include, but are not limited to: Vehicle Accidents, Vandalism, Non-Permit Removals, or other Illegal Activities. Non-Supported tree removals occur when the party requesting a non-supported removal agrees to compensate the City for the Community Loss as determined in §B. below.
- B. Each case will be reviewed individually and a Tree Value Assessment will be completed by the Forester to determine the Community Loss.
 - i. Due consideration in unauthorized and non-supported removals must be given to the loss of the value of the tree to the community. Each case will be reviewed individually and a Tree Value Assessment - developed by the Council of Tree and Landscape Appraisers and published in the Guide for Plant Appraisal - will be completed by the Forester to determine the Tree Value. Additionally, costs of labor, machinery, materials and a tree replacement cost must be evaluated to determine an appropriate Community Loss value to be paid to the City of Green Bay.
 - a. Cost of Cure Assessment for trees 6 (six) inches or less in diameter
 - b. Trunk Formula Method for trees over 6 (six) inches in diameter
- C. The Community Loss is billed by the Parks, Recreation and Forestry Department

- X. There will be no exceptions to this policy without amending the policy through the Park Committee and Common Council.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 15, 2025

PREPARED BY

Dan Ditscheit, Parks Director

AGENDA ITEM # P.3

To approve the concept for the Joliet Park Area of Concern Project.

BACKGROUND

This project was selected by the DNR as a priority project for the Lower Green Bay & Fox River Area of Concern to address fish and wildlife related impairments in and adjacent to the waterways. The City received an EPA grant to hire an engineering firm to design the project, apply for the necessary permits and complete bid ready construction documents.

The Parks Department held two neighborhood meetings to discuss this project. The first meeting was held about 1 year ago. We wanted to hear general concerns/comments and gather input as to what elements were important to include in the design. Since then our consultant has worked closely with the City and the DNR to design a project that meets the goals of the City, community and DNR's desire to improve the wildlife habitat.

A second public meeting was held on June 12 to share the concept that was developed. Items addressed in the concept include site access, parking lot improvements, accessible walks, stormwater management, upland vegetation management, shoreline erosion control, water access and in-water fish habitat improvements.

After the City Council approves a final concept the consultant will finalize the design, finalize the engineering bid documents and apply for all necessary permits. City staff will also work closely with the DNR to apply for construction grants with the EPA.

RECOMMENDATION

To approve.

FISCAL IMPACT

The Parks Department is requesting approval of the concept at this time. This will allow the City and DNR to apply for construction grants. It is unknown at this time how much of the construction will be grant funded and how much will be City funded. All future grant awards and funding requests will be brought back to committee for consideration.

ATTACHMENTS

- I. Joliet Park - PIM - 6 12 25__

Joliet Park Shoreline & Fish Reef Restoration

June 12, 2025
Public Information Meeting



Project Update / Review

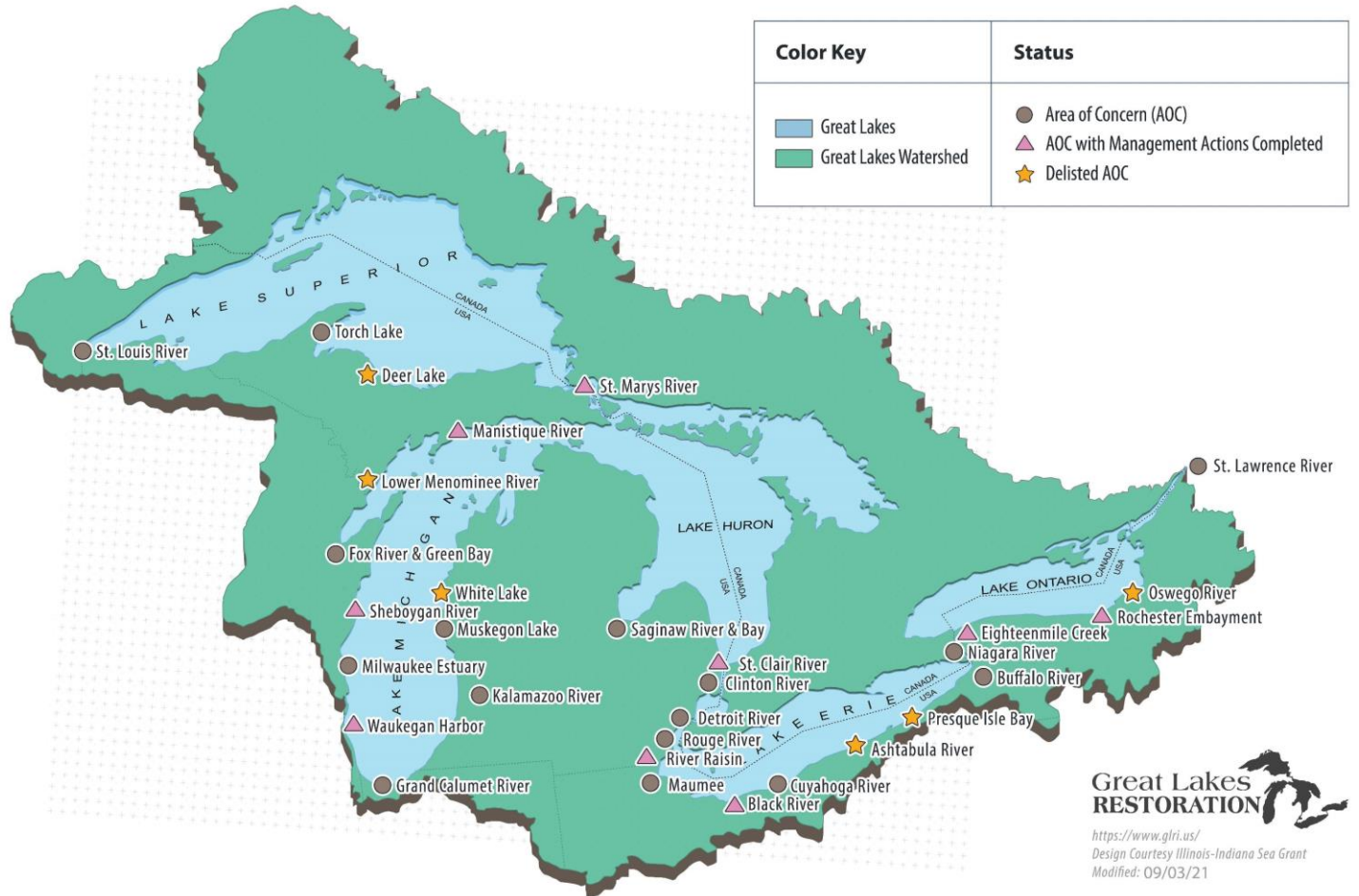
- Introductions
 - City of Green Bay
 - Wisconsin Department of Natural Resources
 - Design Team – REL / GZA
- Project Update
- Design Review
 - Upland Analysis
 - Parking / Access
 - Natural Habitat
 - Nearshore / In water Analysis
- Looking Forward



Areas of Concern (AOCs)

- Designated in 1987 under Great Lakes Water Quality Agreement
- Great Lakes areas that have experienced substantial environmental degradation
- Significant legacy contamination
- Could impact broader areas of the Great Lakes
- Prioritized for restoration and remediation

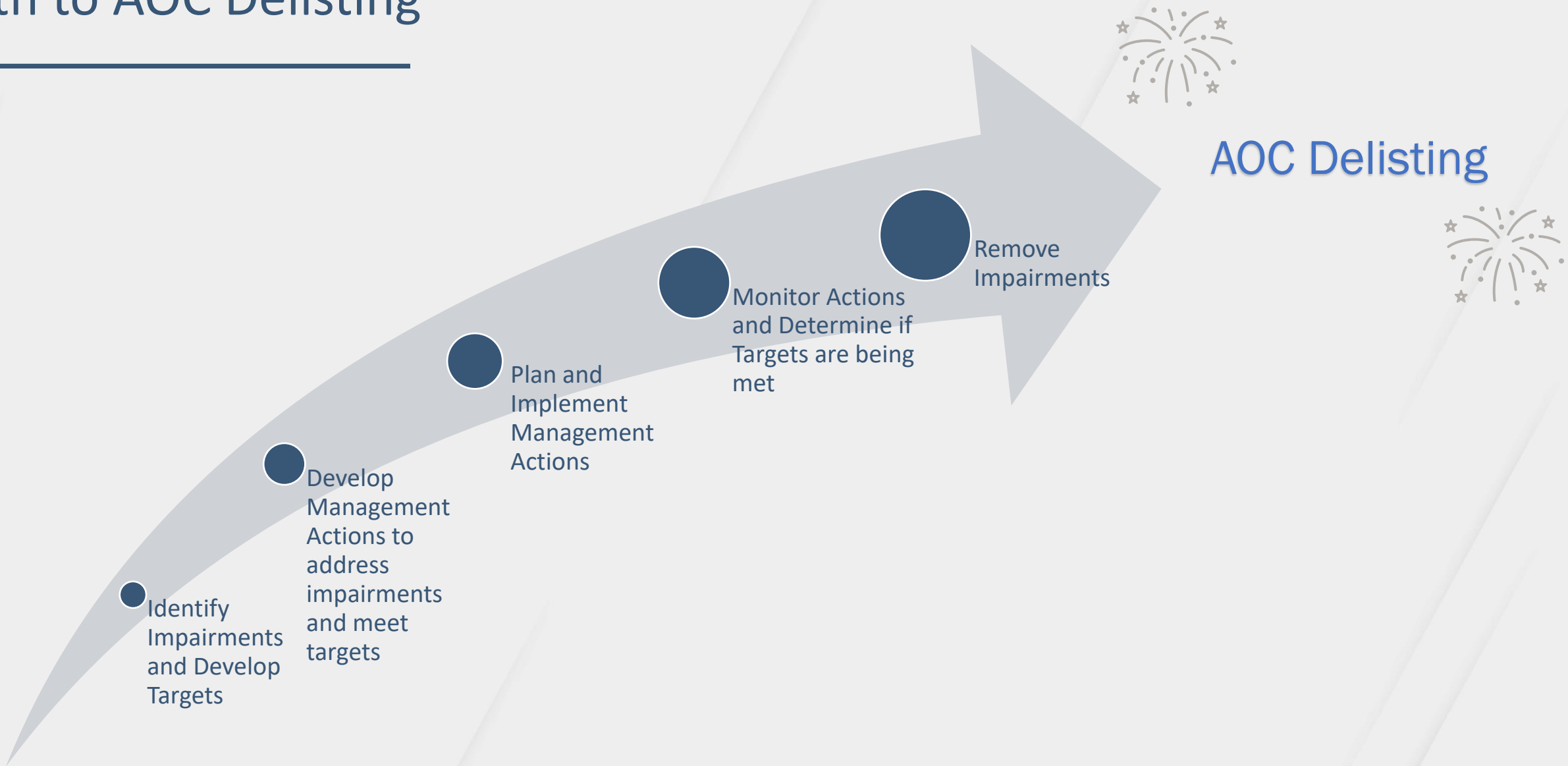
U.S. Great Lakes Areas of Concern



Areas of Concern in Wisconsin



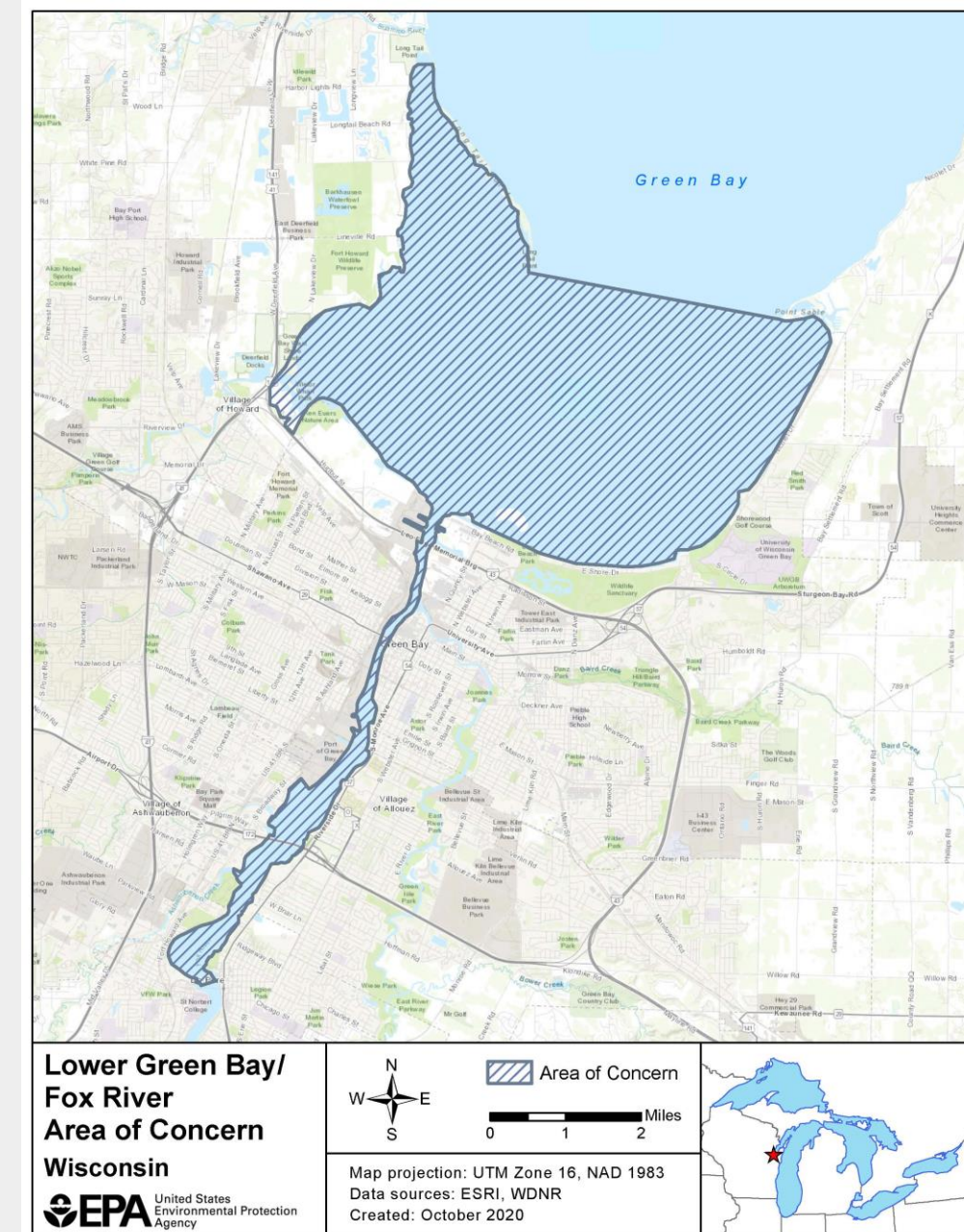
Path to AOC Delisting



Lower Green Bay & Fox River (LGBFR) AOC

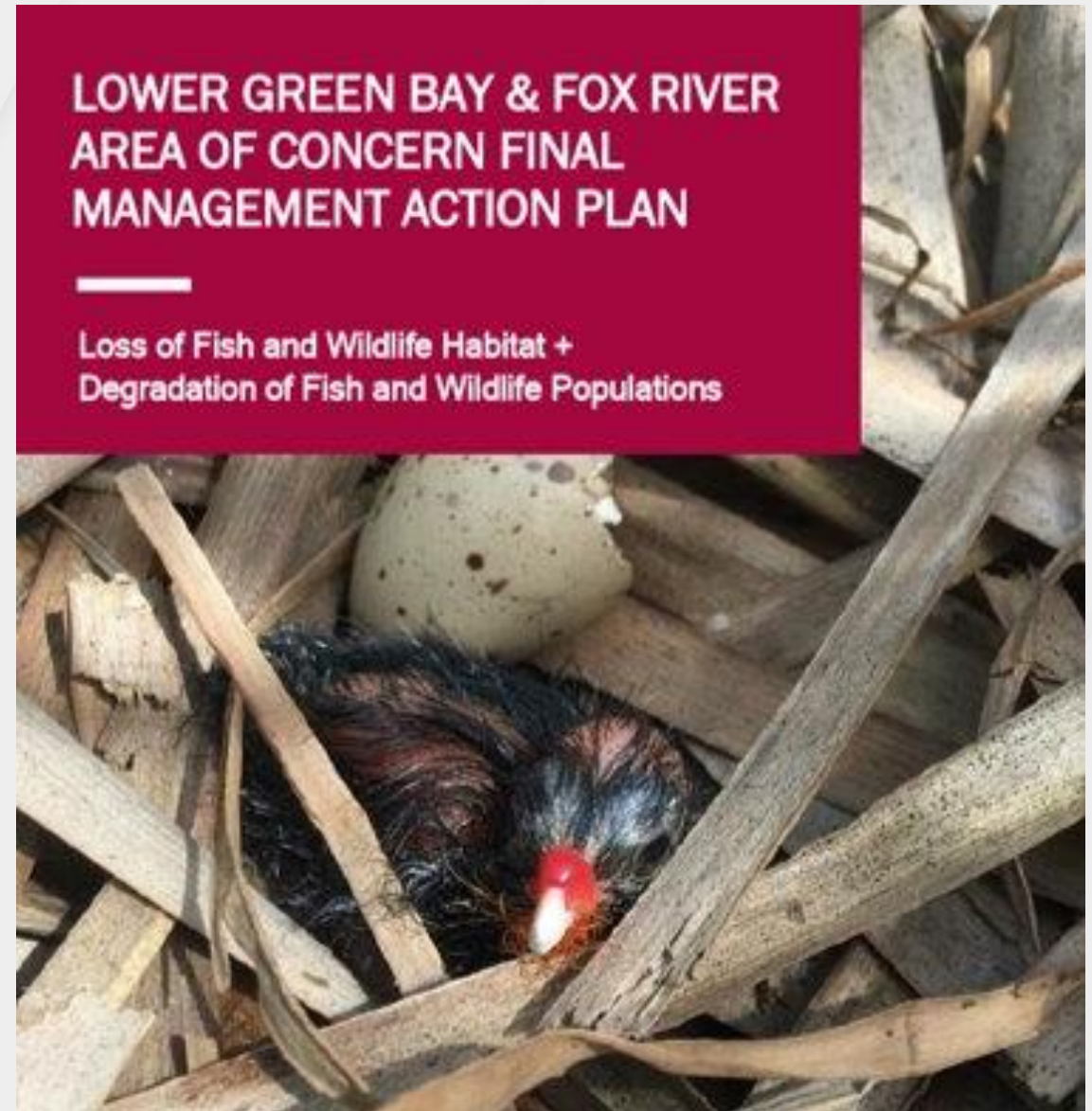
Issues:

- Contaminated sediments – actions complete
- Poor water quality – in progress
- Loss of fish and wildlife habitat – in progress

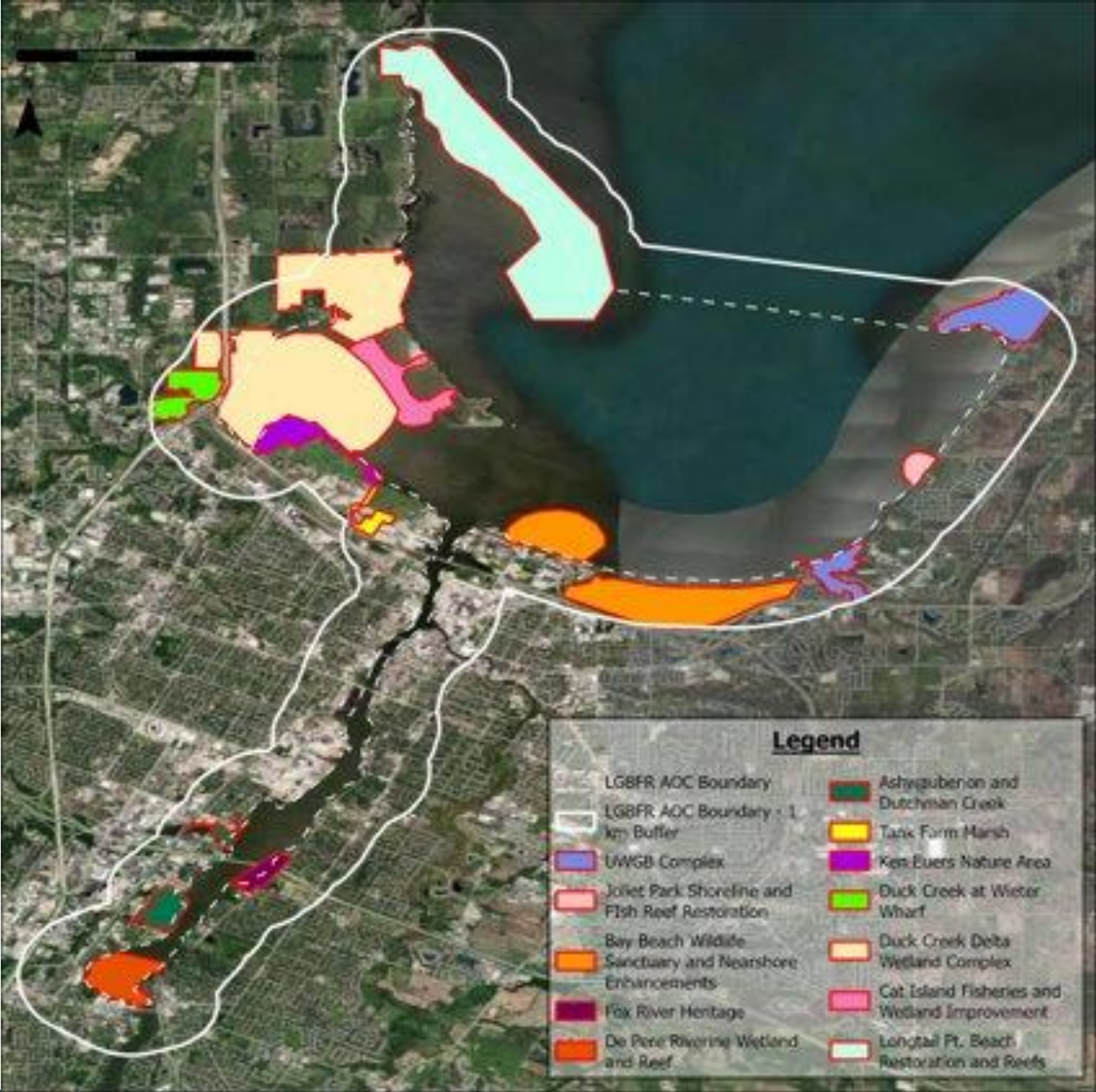


Addressing Fish and Wildlife-Related Impairments

- Plan has been in development since 2018, backed by years of monitoring and research
- Includes habitat benefits for multiple fish and wildlife population groups
- Had to be approved by EPA Great Lakes National Program Office to begin significant investment of Great Lakes Restoration Initiative funding.



LGBFR AOC Projects



Joliet Park Shoreline & Fish Reef Restoration Project

- Federally funded – GLRI Focus Area 1
- Site selected due to:
 - Valuable characteristics
 - Primarily undeveloped
 - Walkable shoreline
 - Recreational opportunities
 - Degraded habitat and site conditions
 - Invasive species encroachment
 - Spawning habitat inaccessibility
 - Erosion concerns
 - Impairment public access
 - Public land



Project Metrics & Identified Actions

Priority Habitats

- Other Forest (early successional)
- Green Bay Open Water

Priority Wildlife Populations

- Walleye & smallmouth bass
- Native mussels
- Waterfowl
- Bald eagles & ospreys

Identified Actions

- Improve spawning habitat for smallmouth bass and walleye
- Invasive plant management
- Native/higher quality plantings
- Bank stabilization/protection
- Habitat structure installations
- Public access improvements



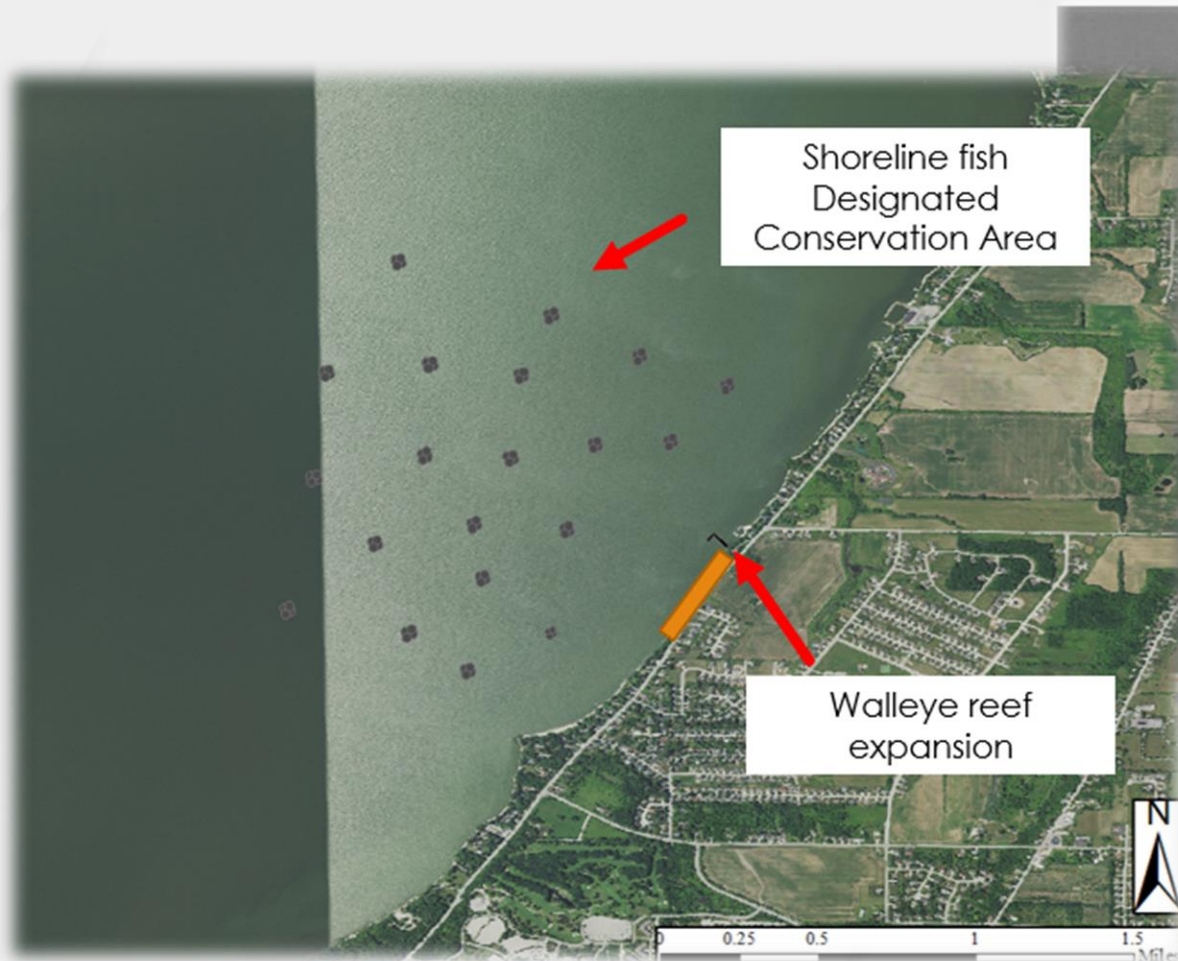
Since last Public meeting...

- Finished site surveys
- Collected physical characteristics of the site
- Conducted Technical Team and Agency review meetings
- Prepared cost benefit analysis of the design
- Developed a preferred design alternative for Joliet Park

Presentation Objective

- Present preferred alternative, highlighting benefits to priority habitats and populations, and summarize improvements anticipated to be made to Joliet Park

Site Overview



Left: walleye reef shortly after construction in April 2000 (176.14 m monthly average water level)
Right: walleye reef in May 2020 (177.38 monthly average water level). The left and right image reflect a change of over 1.2 m/4 ft in water levels.

From TAC project scoping exercises in 2019.

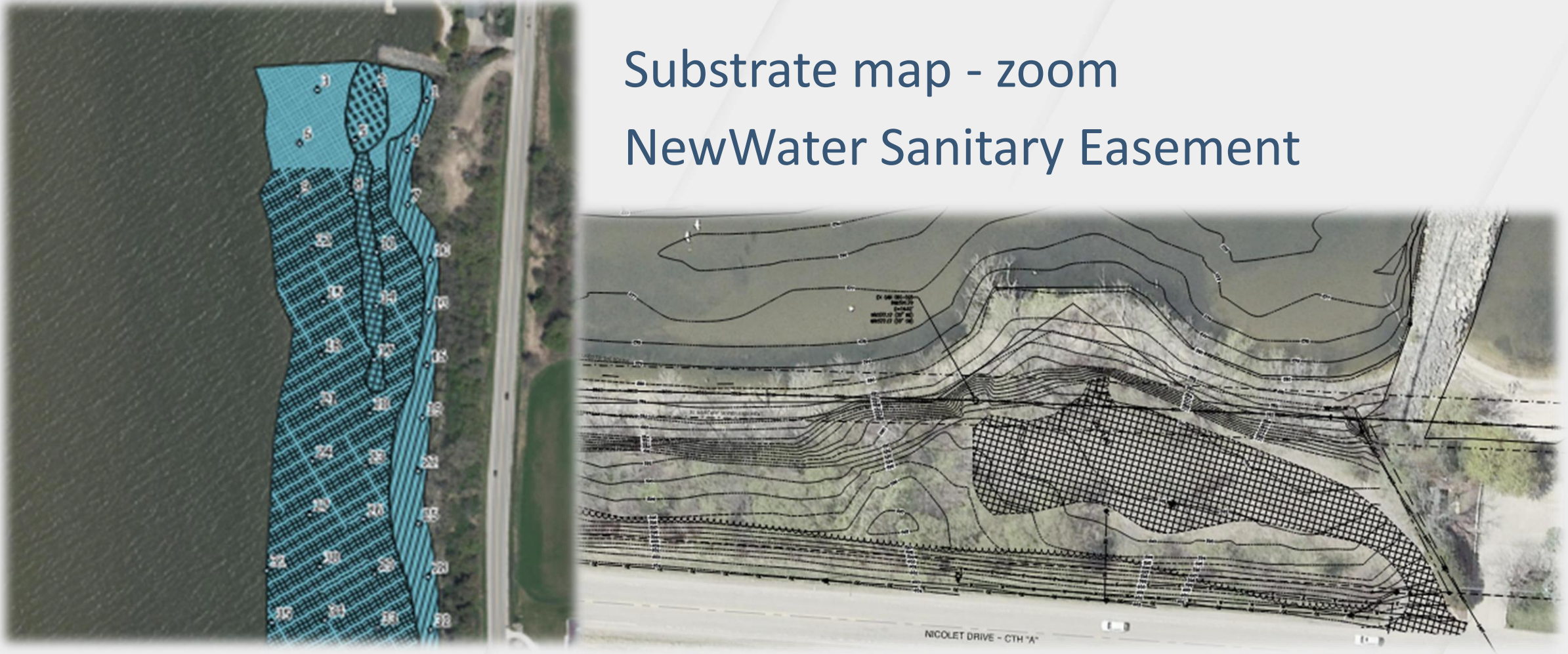
Environmental Review



Environmental Review

Substrate map - zoom

NewWater Sanitary Easement



Environmental Review



Tree Inventory

Legend

Invasive Species Point (Single Plant to 20 Stems)

- Alliaria petiolata
- Ardium minus
- Campanula rapunculoides
- Chenopodium album
- Cerduus nutans
- Cirsium arvense
- Cirsium vulgare
- Cynoglossum officinale
- Daucus carota
- Dipsacus fullonum
- Elaeagnus angustifolia
- Frangula alnus
- Glechoma hederacea
- Hesperis matronalis
- Lythrum salicaria
- Pastinaca sativa
- Phalaris arundinacea
- Phragmites australis subsp. australis
- Rhamnus cathartica
- Torilis japonica
- Ulmus pumila
- Verbascum thapsus
- Viburnum lantana

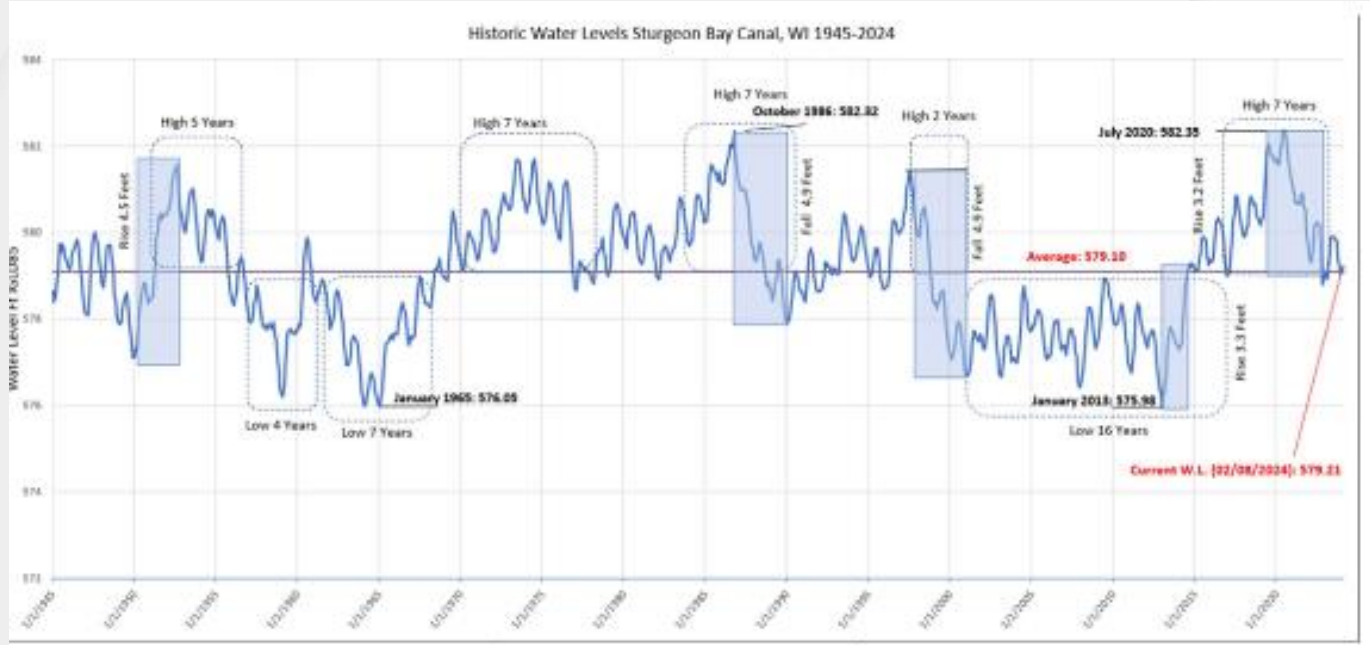
Invasive Species - All Unshaded Areas Equal <1% Cover

- Alliaria petiolata
- Campanula rapunculoides
- Cirsium arvense
- Cirsium vulgare
- Euphorbia virgata
- Frangula alnus
- Hemerocallis fulva
- Unaria vulgaris
- Lonicera tatarica
- Phalaris arundinacea
- Phragmites australis subsp. australis
- Rhamnus cathartica



Invasive Species Evaluation

Environmental Review / Community Input



Public Input Meeting Comment Form

Project Name: Joliet Park Habitat Restoration, City of Green Bay, WI
Project Contact: Jared G. Schmidt, P.E., Robert E. Lee & Associates, Inc.

Please mail by **July 1, 2024** to the address on the bottom of this sheet. Comments can also be emailed to jgschmidt@releeinc.com. Your comments assist us in developing the project plan to meet the needs of the project objective and needs of the local community. Your input is welcome and appreciated throughout the design process.

Name: _____

Address: _____

Phone Number (optional): _____

Email Address (optional): _____

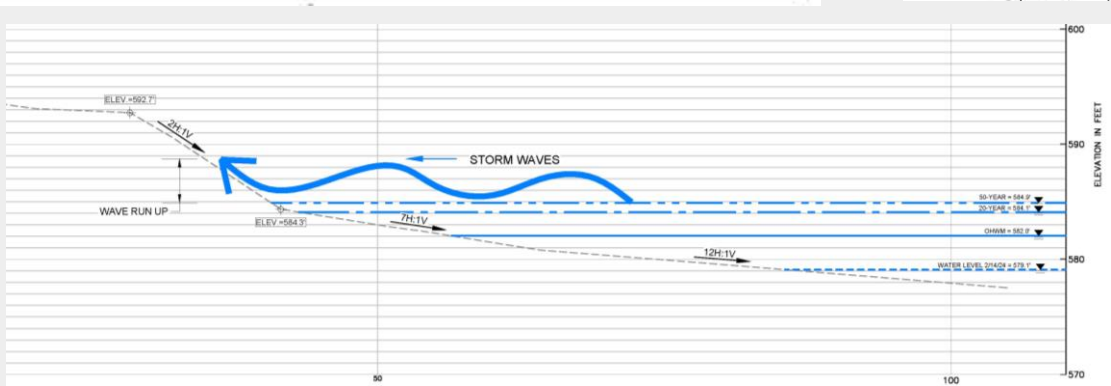
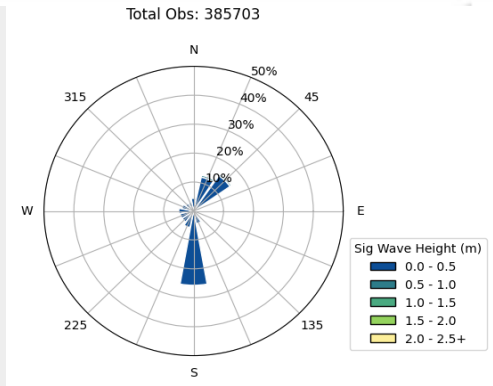
Please Print Comments (attach additional sheets if necessary)

→ Plans should try to maintain the upland diversity of plants

→ The park should have a "natural" feel rather than what is seen at most city parks.

→ Treat invasive species and develop a plan to control them in the future.

→ Promote a natural shoreline that protects the slope and provides habitat for fish and other aquatic life.



Design Discussion – Concept Review

- Parking / Access
- Upland Habitat Enhancement
- Nearshore Improvement
- In Water Preferred Option



Parking / Site Access



Improves Access

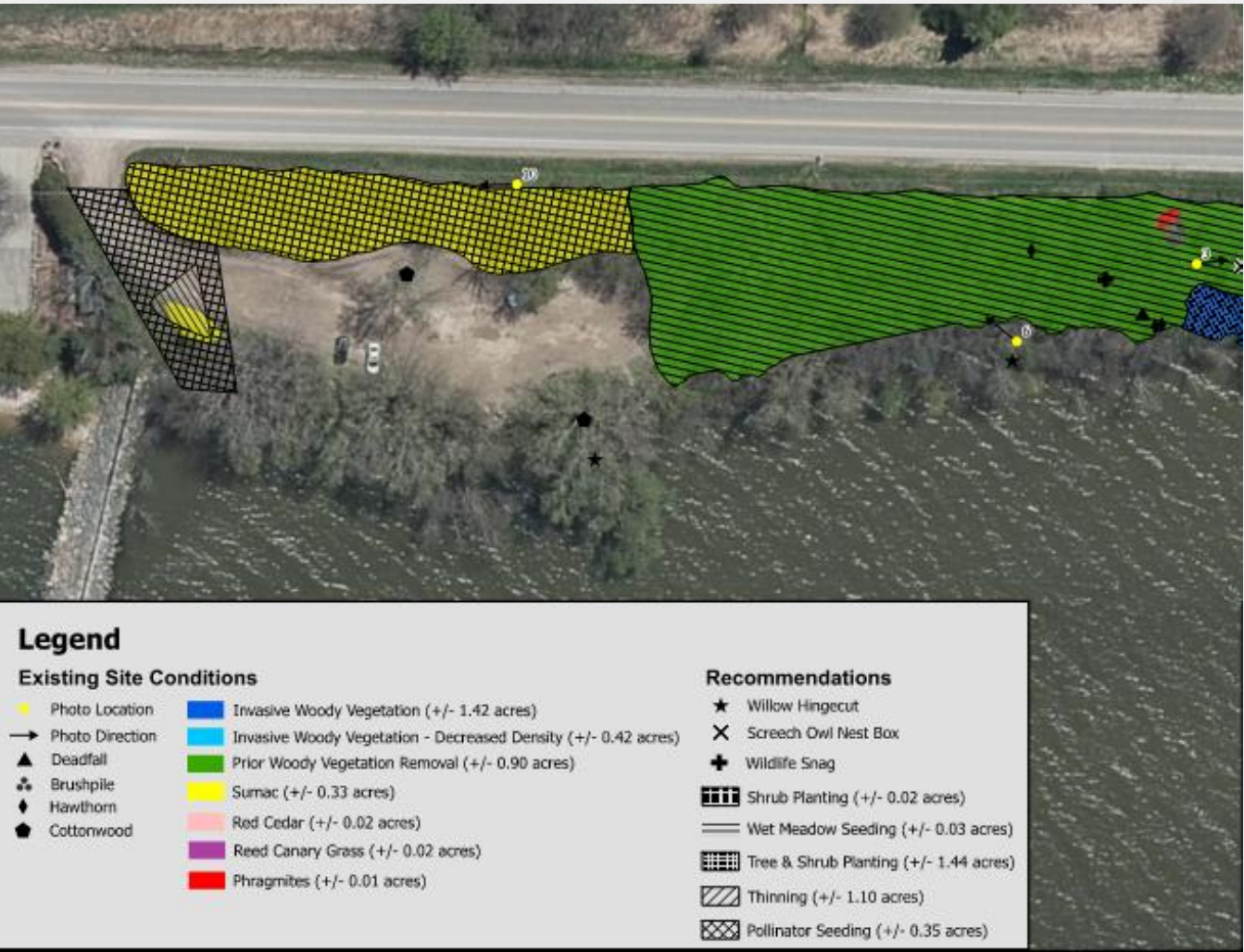
Two Points of Egress

Safety Enhancements

Added Capacity

Water Quality

Upland – Native Habitat Enhancement - North



Invasive Species Management
Target Species
Enhancements

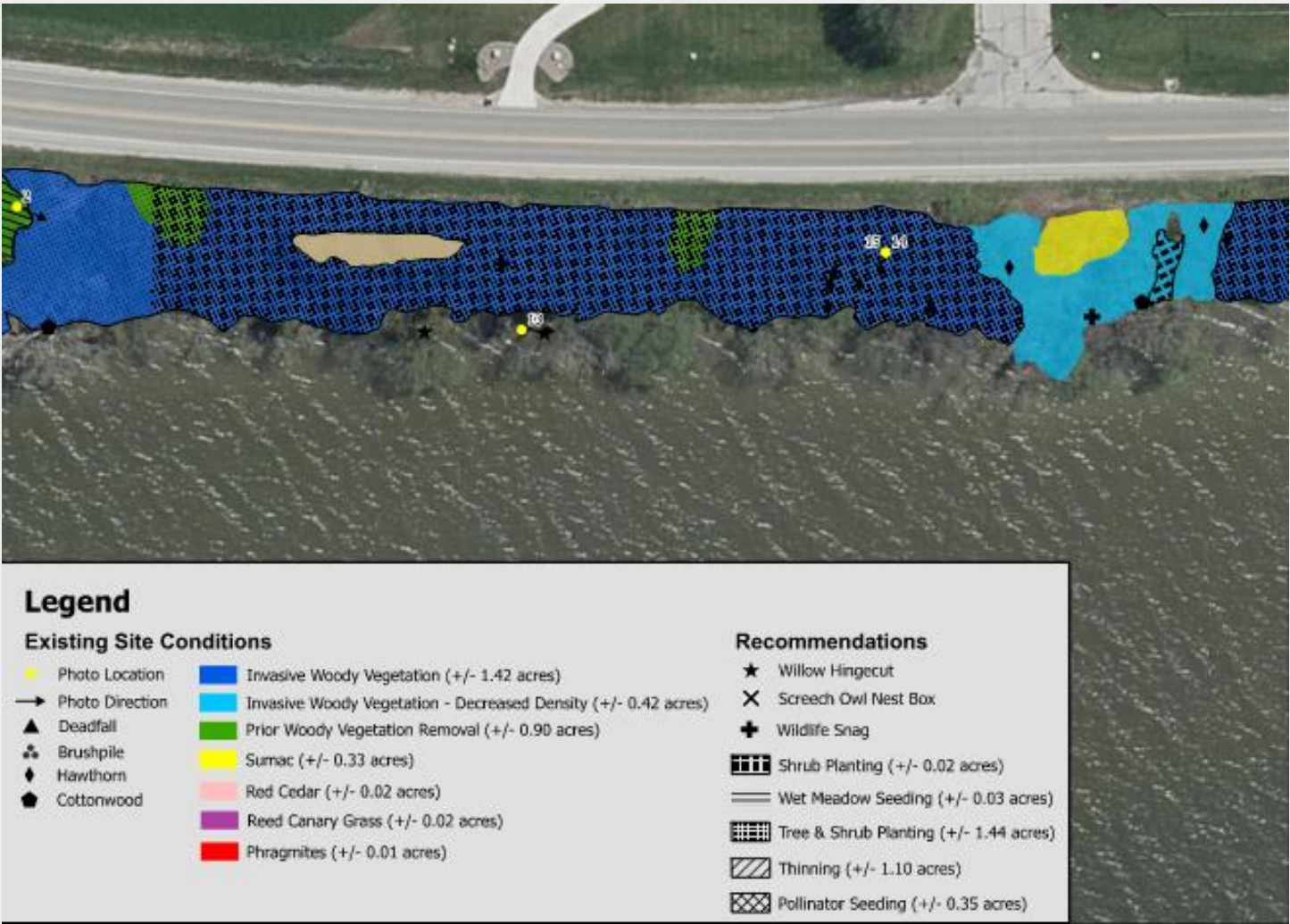
Upland – Native Habitat Enhancement - North



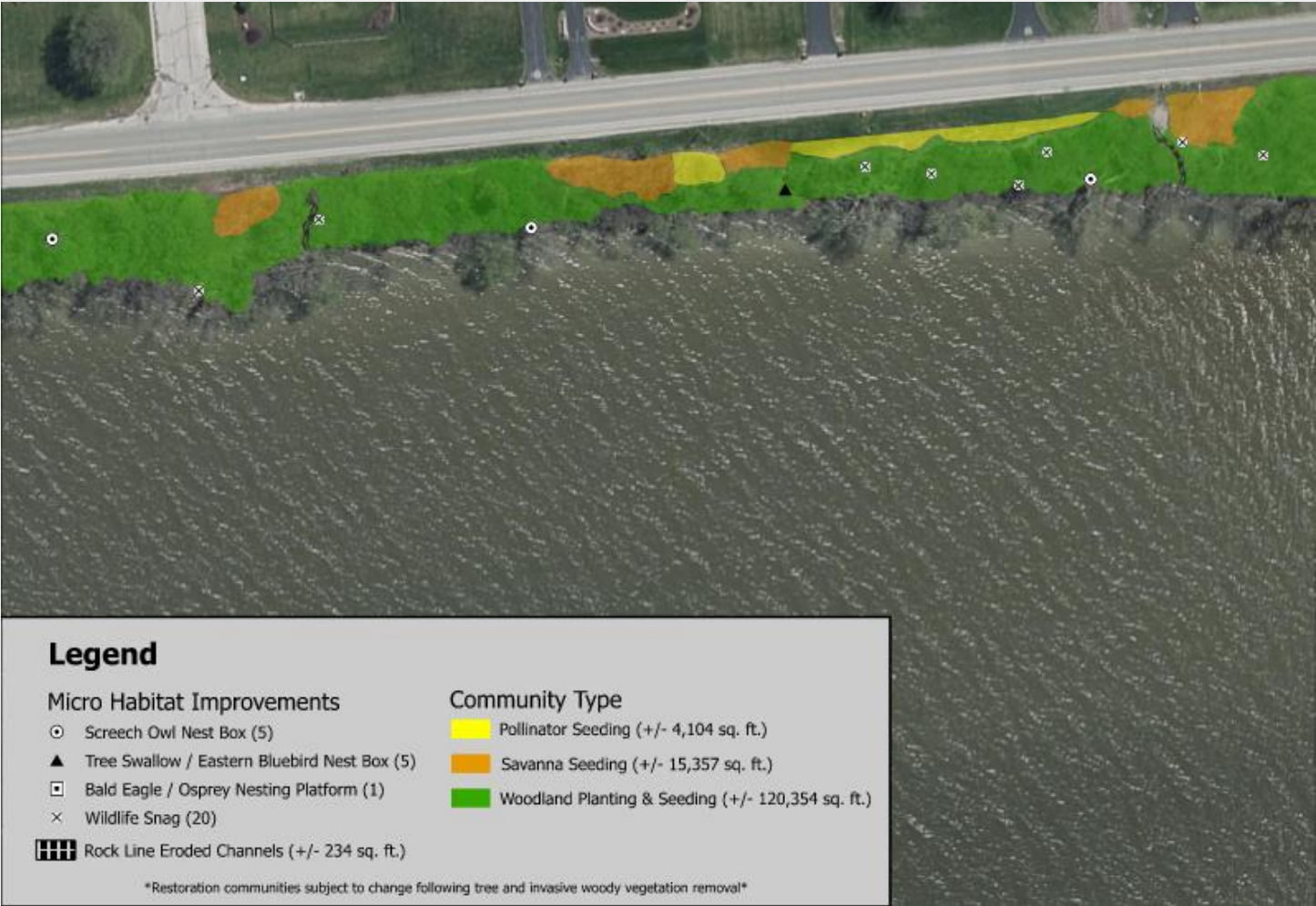
Nesting Platform
Bird Boxes
Wildlife Snags

Pollinator
Savanna
Woodland

Upland – Native Habitat Enhancement - Mid



Upland – Native Habitat Enhancement - Mid



Upland – Native Habitat Enhancement - South



Pollinators

Rusty Patch Bumble Bees

Hinge cut Trees

Tree & Shrub Plantings

Shoreline Stabilization



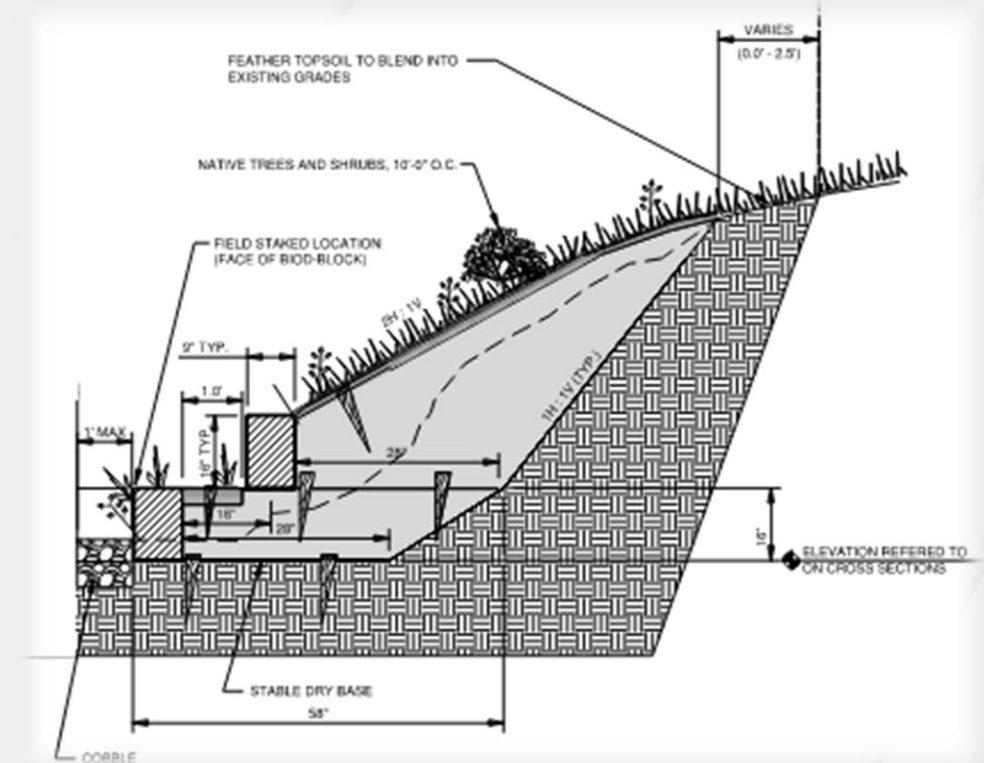
Existing Shoreline Erosion

Shoreline Stabilization



No Action Option

Shoreline Stabilization



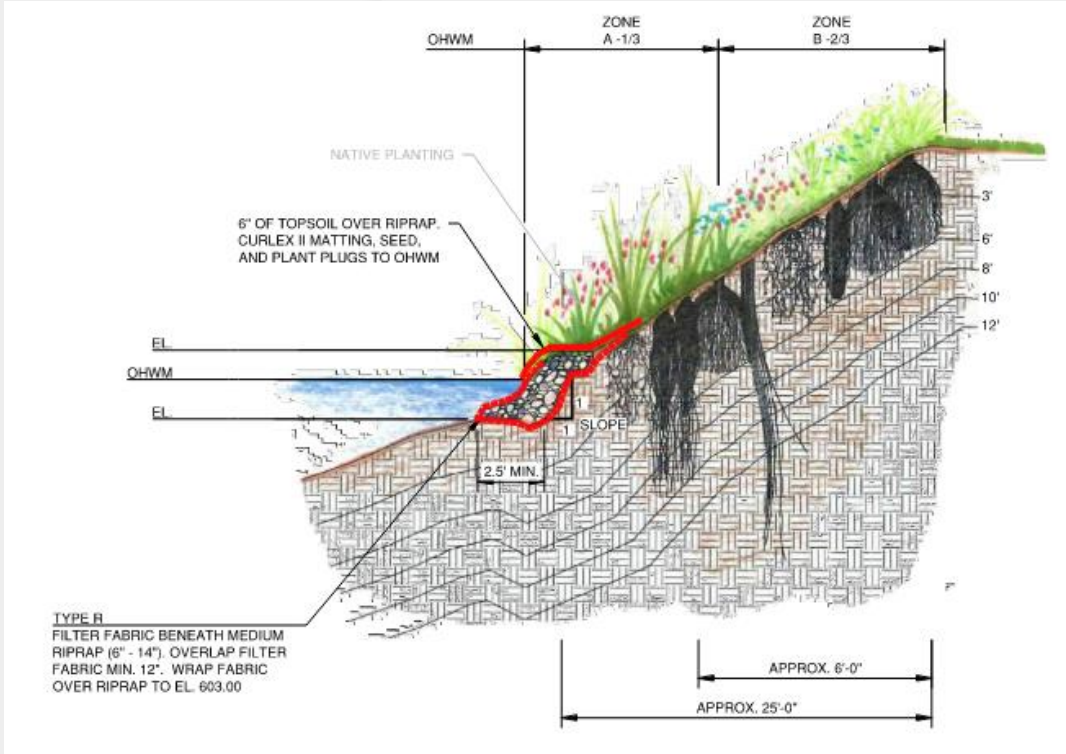
Bio Engineering Option

Shoreline Stabilization



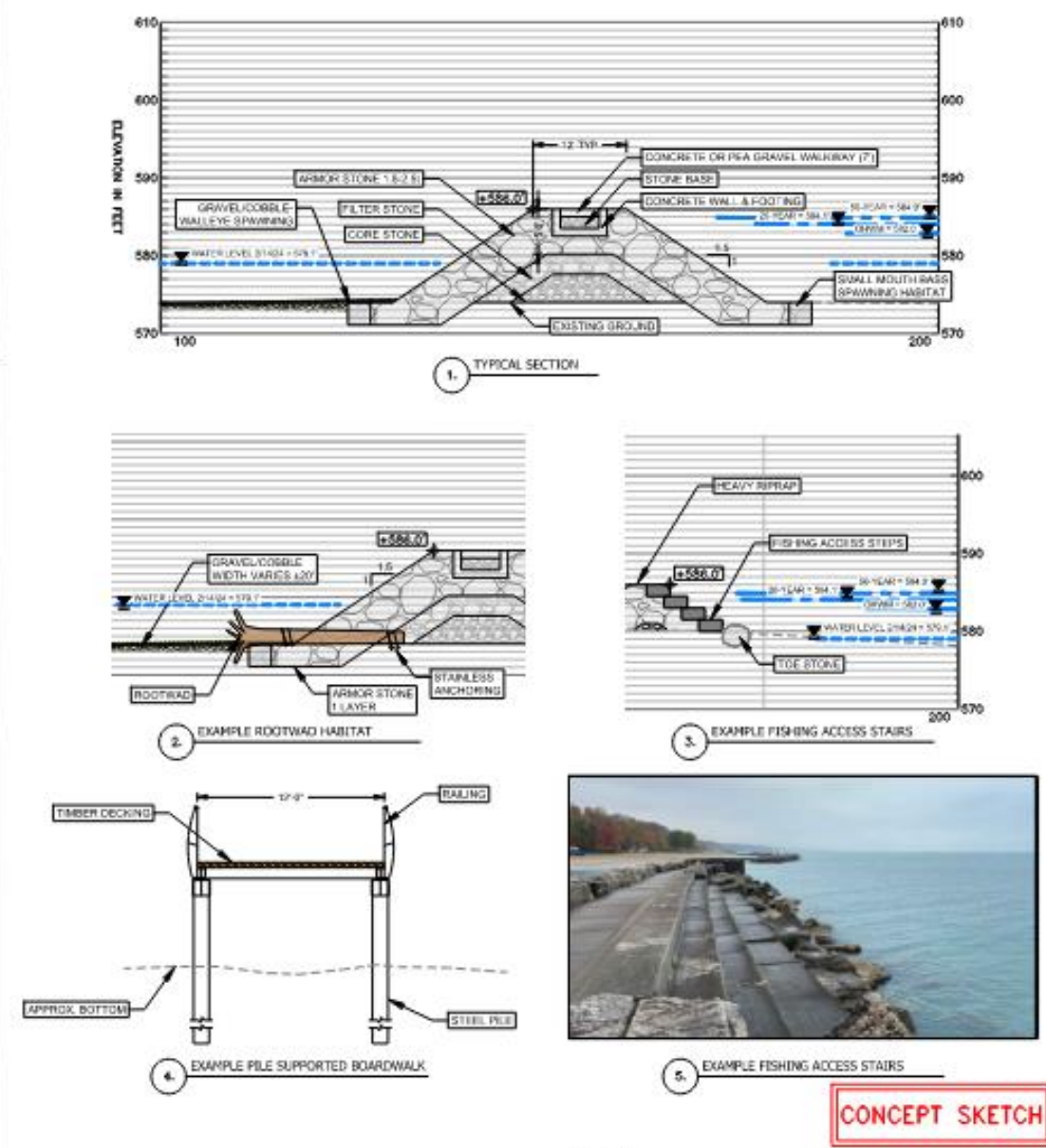
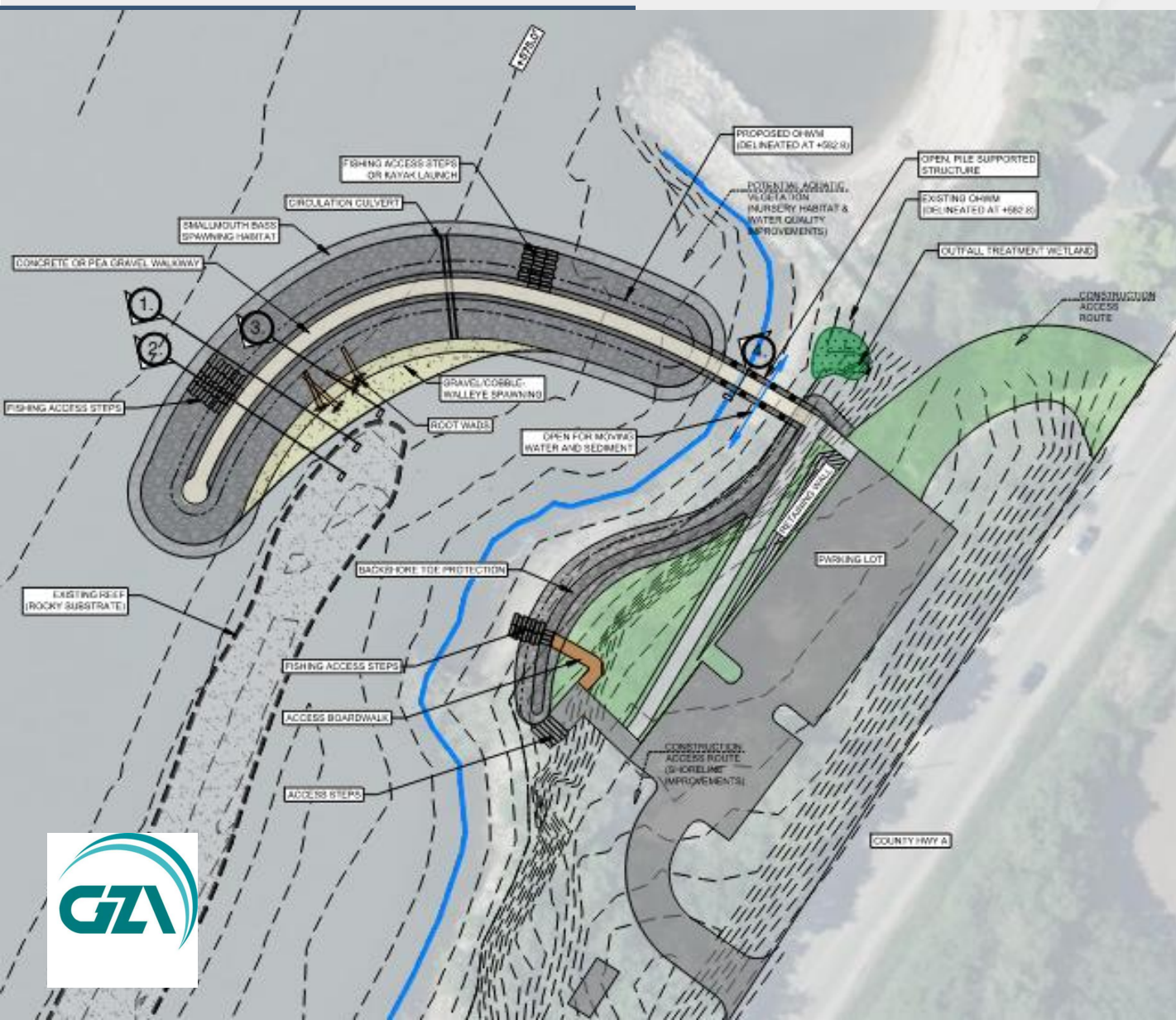
Stabilization Improvements
Removal / Rebar Grinding

Shoreline Stabilization



Hard Armoring Option

In Water – Preferred Concept – Detached Curved Groin



CONCEPT SKETCH

Thank you!



Engineering | Environmental
Surveying | Ecological

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Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 15, 2025

PREPARED BY

Dan Ditscheit, Parks Director

AGENDA ITEM # P.4

To approve hiring RINA to finalize bid documents and secure the necessary permits associated with the Bay Beach wildlife viewing platform project for a total cost not to exceed \$107,100.

BACKGROUND

The Green Bay Parks Department previously received a \$2.4 million grant to construct a wildlife viewing platform/pier at Bay Beach Amusement Park. Patrick Engineering was hired in 2019 to complete the necessary bid documents and secure all necessary permits for this wildlife viewing platform/pier. This information is several years old and will need to be updated and submitted for re-permitting. Patrick Engineering has changed ownership and the new company is now called RINA.

RECOMMENDATION

To approve

FISCAL IMPACT

This will be funded from the existing Bond money that was allocated towards this project.

ATTACHMENTS

- I. Bay Beach Engineering Pier Quote

July 7, 2025

Dan Ditscheit
Parks Director
City of Green Bay
100 N Jefferson St

Subject: Proposal for Bay Beach – Performance Specification and Permit Support

Reference: RINA Proposal No. 25OEONAM0202rev

Dear Mr. Ditscheit:

RINA North America (RINA) is pleased to submit this revised proposal to the City of Green Bay (The City) to provide design engineering and permit support services pertaining to the Bay Beach Fishing Platform located at the Bay Beach Amusement Park Facility located at 1313 Bay Beach Rd. (Site) in Green Bay, WI. This proposal has been revised to include additional services as requested by Emma Browne in an email dated July 7, 2025.

PROJECT UNDERSTANDING

The City is continuing a program to establish the beach as a destination location. Previous work included reworking the river walk and installation of the Big Wheel Amusement Ride. Previous designs included several iterations of a fishing and viewing platform. Construction bids came in too high for the construction to proceed.

The City is taking a new approach, which will be to develop a performance specification for contractors to develop their own solution(s) to deliver a completed design construction of the proposed platform. The project delay has also affected active permits, which may require resubmittal of a new design and extension of permit deadlines to allow for construction.

RINA has outlined the specific areas of scope, project approach, schedule and fee associated for this project in the following sections.

STATEMENT OF SERVICES

RINA will deliver a drawing set suitable for bidding the platform as a performance bid to contractors.

The principal areas of focus for services provided by RINA associated with this project will include the following services:

Project Management

RINA will provide a project manager designated as the single point of contact for project coordination. The activities of this role will include:

- Schedule and facilitate meetings.
- Create summary notes/minutes from all key meetings
- Provide monthly invoices and project status report
- Monitor project issues and risks and elevate quickly to avoid any schedule delays.

Performance Specification and Drawing Revisions

The structural services include but are not limited to:

- RINA will update drawings to show proposed pier geometric layout and architectural finish requirements and will develop a performance specification
- RINA will provide one review set of drawings for City review.
- City comments will be addressed and drawings and performance specifications will be compiled for inclusion in a bid package for distribution to contractors.
- RINA will respond to Requests for Information regarding technical queries during the bidding process.

Civil and Electrical Drawings

Civil and Electrical drawings were prepared as part of the 2022 Revisions final submittal. The City has requested that the civil and electrical drawings be reissued to the current date and signed and sealed for use in rebidding the project. RINA will review and update the border and title sheet, review and revise the drawings as necessary to update and correlate with the structural performance specifications and drawing revisions, and the drawings will be signed and sealed by registered civil and electrical engineers.

Civil drawings to be updated and reissued include:

- C1.01 Title Sheet
- C1.02 Drawing Index
- C1.03 General Notes, Contacts, and Schedule
- C1.04 Project Overview
- C3.01 Alignment Details
- C3.02 Removal and Erosion Control Plan

Electrical drawings to be updated and reissued include:

- E1.01 Notes, Symbols, Drawing Index & Abbreviations
- E1.02 Riser Diagram and Grounding & Bonding Detail
- E1.03 Lighting Wiring Schematics
- E1.04 Lighting, Feeder and Panelboard Schedules
- E1.05 Lighting Pole Details
- E2.01 Electrical Site Lighting Plan Wildlife Viewing / Fishing Platform

Design changes are excluded. Drawings will be updated to reflect changes/references necessary due to change in procurement of structural design through an Engineer-Procure-Construct (EPC) contract.

Permitting Support

Multiple permits/approvals were required for the original project.

- USACOE permit (previous permit expired in 2021)
- DNR and City approvals for "bulkhead line" (beach nourishment)
- DNR Chp 30 Individual Permit (dredging / beach grooming)
- DNR endangered species review
- DNR general permit (impacts to wetlands)
- DNR NPDES permit (construction stormwater / SWPPP)
- City Site Plan approval
- City Stormwater Management Plan
- City Erosion & Sediment Control

RINA believes many of these permits will require re-submittal for approval as it has been several years since the original permits were approved. RINA will provide permit support services. The selected contractor will be responsible for the final design of the project and will be responsible for providing signed and sealed drawings for permit. RINA will assist in providing resubmittal applications and coordinate signatures and other information to be provided by the City and the contractor.

This scope is assuming that the archeological study does not require a refresh as the viewing platform area was part of the original permit and no new area is being impacted.

PROJECT TEAM

Jeff Pleiter will act as the project manager for this project utilizing RINA's Civil and Structural teams for completion of the project. Jeff will act as the point of contact for this project and schedule resources as needed to meet the project schedule.

Structural Design Lead– Chris Erwin, P.E. (WI)

Permitting Support – Matt Minder, P.E. (IL)

SCHEDULE

Patrick proposes the following milestones for completion of the project:

Project Kick-off:	August 18, 2025
Review Submittal:	September 12, 2025
Issued for Bid Submittal:	September 26, 2025
Permit Submittals	Dependent on bidding schedule and contractor design.

CLARIFICATIONS

1. Meetings shall include virtual meetings online via MS Teams, Zoom, GoToMeeting, or other similar method. Meetings and visits to the site/ the City are excluded.
2. The drawings and project specifications will be completed in a single drawing phase. RINA has assumed one round of comments. RINA will not be the Engineer of Record.
3. US Green Building Council's LEED Green Building Rating System® analysis or documentation is excluded.
4. The City and the contractor will provide signatures and supporting documents and information as required by the permitting authorities for resubmittal.
5. RINA excludes making changes and/or redesign of 2021/2022 site civil design, pier and electrical design and site restoration (landscape architecture and landscaping).
6. It is RINA's understanding that the onshore electrical lighting has been constructed.
7. As-built or Record Drawings of the project are excluded.

PROPOSED FEE

RINA proposes the following fees to perform the Scope of Services outlined above broken down as follows:

Performance Specification & Drawing Revisions:	\$41,700.00	Lump Sum
Permit Support:	\$65,400.00	Time and Materials Not to Exceed

RINA will not perform services outside the Basic Services written scope without prior written authorization from the City. The scope and fee for any additional services will need to be agreed upon with the City in advance of performing additional services.

PROFESSIONAL ARRANGEMENTS

Starting in July 2024, Patrick Engineering Inc. (Patrick) is now doing business under the brand name and logo of "RINA". This is the name you will see on marketing and operations materials going forward. However, our legal

entity remains "Patrick Engineering Inc." and official legal and financial documents will be signed under that name until the name change is legally formalized in due course.

Enclosed with this letter is Patrick's markup of the Green Bay Consulting Agreement. If you would like Patrick to perform these services, please accept the revisions, sign the Agreement and return the Agreement with proposal to the undersigned via email. Receipt of the executed documents will serve as our notice to proceed. This Proposal is valid only when accepted and returned to Patrick within 30 days from the date of this letter.

We are excited about the opportunity to assist you with this important project. If you would like to discuss this proposal, please do not hesitate to contact either of us.

Sincerely,

Patrick Engineering Inc.



Jeffery Pleiter
Senior Manager, Civil



Angelo Lo Nigro
Vice President

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Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 15, 2025

PREPARED BY

Dan Ditscheit, Parks Director

AGENDA ITEM # P.5

To receive and place on file the staff presentation on the Shipyard - Phase 2 Conceptual Design.
(Informational Only)

BACKGROUND

The Redevelopment Authority previously approved hiring an engineering firm to update the concept and create construction bid documents for the Phase 2 Shipyard development. The Parks Department has been working closely with the consultant to refine the concept and select features for the various park elements and activities. Staff will present the design to date.

RECOMMENDATION

Recieve and Place on File

FISCAL IMPACT

Phase 2 has a budget of \$10 million for engineering and construction. \$5 million is funded through an existing Outdoor Recreation Legacy Program grant and \$5 million is allocated in TIF funding.

ATTACHMENTS

1. Shipyard Concept - Final
2. Shipyard 2 Images



SHIPYARD – PHASE 2 REVISED CONCEPT



SHIP YARD

GREEN BAY

UNIQUE
ARTISTIC
QUALITY
SCULPTURAL
ICONIC
SYNERGIES

VISION

Shipyard Park will be a dynamic, regional destination that honors the industrial past while charting a bold new course toward the future. Designed to welcome all ages with a special focus on families, it will draw on existing amenities, open space, programming, and trails, to create an environment of lasting history with innovation. Shipyard Park will spark community pride, foster connections, and serve as a catalyst for vibrant new development in the heart of the region.



SITE FURNISHINGS



DESIGN GOALS

- Create a regional destination
- Design a park that attracts all ages but focuses more amenities on families
- Pay homage to past industrial uses but look forward for inspiration
- Keep the park active and programmed to create year-round interest
- The park must be a catalyst for new development in the area
- The park must be safe and accessible to all

- GREAT LAWN
- DOG PARK
- URBAN BEACH
- ADVENTURE PLAY
- PLAY FOUNTAIN
- FITNESS COURT
- SEATING
- STORMWATER INFRASTRUCTURE
- INTERPRETIVE SIGNAGE

PROGRAM







































Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # Q.I

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

a. Mechanic

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Personnel Committee Request to Fill Memo
2. Mechanic (PRF)

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: July 8, 2025

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2025 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Mechanic– Replacement position due to the end of employment of Joshua VanLaanen effective June 30, 2025. This position is budgeted at \$30.76 - \$36.18 per hour (Pay Grade H).

**Position Fill Request
Justification Report
July 01, 2025**

Position Title: **Mechanic (Parks, Recreation, & Forestry)**

- 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.**

_____ **Replacement Position** X **Not a Replacement Position**

This position is vacant following the end of employment of Joshua VanLaanen effective June 30, 2025.

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

Yes, this position is included in the budget and is 100% funded by Bay Beach. The current wage range is \$30.76 - \$36.18 per hour (Pay Grade H).

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

This position is responsible for year-round repair and maintenance of Bay Beach rides and equipment.

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

No, this position does not generate revenue.

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

Current staff workload includes not only at Bay Beach, but also duties at Triangle Hill and other Parks projects as required. With more rides and equipment being added, Parks will require even more manpower to continue to keep our equipment operational. With added safety and maintenance, the workload for Parks Mechanics has greatly increased.

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

All duties are completed by the other three (3) current Mechanics, including rotational weekend work. Mechanics are also tasked with additional repairs when breakdowns occur. Repairs are occasionally sent out when staff is unable to meet the volume of repairs in demand.

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

Bay Beach rides and equipment would be down for unacceptable periods of time. These rides and equipment are essential in ensuring that we are able to generate enough revenue to sustain the park as well as provide a safe and enjoyable customer experience.

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

Having a fully staffed mechanical operation is, by far, the most efficient and economical method of inspecting, repairing and improving Bay Beach equipment. The vehicles, rides and equipment at Bay Beach that our mechanics maintain are so diverse and eclectic that it would (and does) take years of experience to do the job properly.

9. Are there union issues?

No.

10. Other supporting comments.

This is a critical time of year for Bay Beach and the department will need to fill this position as soon as possible.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # Q.2

To approve the request to reclassify two Custodian I positions to Custodian II.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Custodian I to Custodian II Reclass
2. Custodian II



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 (2) Custodian I positions in the Police Department to Custodian II positions

Date: July 8, 2025

RECOMMENDATION

- I. Human Resources and the Police Department request that (2) Custodian I positions (Pay Grade C, \$21.78/hour-\$24.19/hour) be reclassified to Custodian II positions (Pay Grade E, \$24.65/hour-\$27.39/hour).

BACKGROUND

- II. The Police Department maintenance and custodial staff consists of one Building Services Supervisor and two Custodian I's who are responsible for the cleaning, maintenance and repair of eight facilities, including the Police Station and Community Policing Centers, Municipal Court, Press Gazette building, and storage facilities.

Custodian I's are primarily responsible for cleaning offices, restrooms, and common areas; removing snow and ice; and maintaining grass and landscaped areas.

Over the last several years, due to cross training within the small staff, along with aging facilities and remodeling projects, the (2) Custodians have taken on maintenance and repair responsibilities, including minor plumbing repairs, removing carpet, removing and replacing trim, installing drywall, painting, removing and hanging doors, and moving and assembling furniture. The Custodians also troubleshoot keyless entry systems and HVAC equipment and perform minor maintenance and repairs on equipment such as lawn mowers, including changing oil and air filters.

These additional responsibilities require knowledge, skills and abilities beyond the scope of the Custodian I classification and are consistent with the work of the Custodian II classification.

FISCAL IMPACT

- III. This reclassification of (2) Custodian I's to (2) Custodian II's results in an annual cost increase of \$8,655. The Department has stated that there are sufficient funds in the budget to cover this increase.

Estimated	Custodian I Grade C, Performance Range	Custodian II Grade E, Step 5
Salary	\$51,314	\$54,122
FICA	\$3,925	\$4,140
WRS (General)	\$3,566	\$3,761
Worker's Comp	\$108	\$114
Health Insurance	\$17,712	\$17,712
Dental Insurance	\$1,402	\$1,402
Life Insurance	\$66	\$69
TOTAL COMPENSATION	\$78,093	\$81,320

Estimated	Custodian I Grade C, Step 4	Custodian II Grade E, Step 3
Salary	\$46,550	\$51,272
FICA	\$3,561	\$3,922
WRS (General)	\$3,235	\$3,563
Worker's Comp	\$98	\$108
Health Insurance	\$17,712	\$17,712
Dental Insurance	\$1,402	\$1,402
Life Insurance	\$59	\$66
TOTAL COMPENSATION	\$72,618	\$78,045

C: Rick Jurkanis, Business Manager
Chris Davis, Chief of Police



JOB DESCRIPTION

City of Green Bay

Position Title:	CUSTODIAN II
Department:	Police
Reports To:	Building Services Supervisor
Position Status:	Non-Exempt
Salary Range:	Grade CE
Job Summary:	Under general direction, performs work of moderate difficulty in custodial care, grounds keeping, and maintenance of public buildings. Also performs minor repair work on equipment and machinery-related work as required.
Essential Functions:	1) Performs cleaning and maintenance of parking areas, walkways, stairways, elevators, restrooms, conference rooms, lounge areas, break rooms, and public lobby. 2) Vacuums, sweeps, mops, strips, waxes and polishes floors. Removes and may install floor tile and carpet. 3) Washes walls, woodwork, and windows. 4) Dusts, cleans, assembles, and moves office equipment and furniture. 5) Changes light bulbs and fluorescent lamps. 6) Empties waste and recycle containers. 7) Locks office doors. 8) May sand, strip and stain woodwork and paint as needed. 9) Installs drywall, textures walls, and paints. 8) Performs minor mechanical, electrical, and plumbing work. Monitors and performs preventative maintenance on machinery and equipment, including HVAC, and reports malfunctions to supervisor. 9)10) Assists with snow and ice removal and maintains grass and landscaped areas including weed control, lawn moving, raking, trimming and general cleaning of walks and parking lots. 10)11) Prepares reports as needed. 11)12) May assist staff with monitoring deliveries and controlling of supplies. 12)13) Performs other duties as assigned.
Knowledge, Skills And Abilities	• Good-Considerable knowledge of the cleaning methods, materials and equipment necessary for cleaning, maintenance, and repair of buildings and facilities. Knowledge of occupational and safety measures, including involved in the safe handling and use of hazardous materials used by the department and occupational and safety precautions. Knowledge of basic arithmetic calculations. Working knowledge of physical building systems and their operations. • Skill and ability to operate a variety of specialized and general machinery and equipment including sweepers, buffers, vacuums, carpet extractors, burnishers, mowers, weed eaters, spreaders, sanders, trucks, snow blowers, shovels, etc. Skill and ability to follow written and oral directions. Working skill in the use of common hand and power tools and equipment used in building and equipment maintenance and repair. Some skill in determining needs for repairs and preventative maintenance to buildings and equipment.

	• Ability to communicate effectively both orally and in writing. Ability to read, interpret and apply operating, use and safety instructions provided by manufacturers for equipment, tools and supplies. Ability to complete/maintain simple reports. Ability to establish and maintain effective working relationships with staff and the public. Ability to establish and maintain effective working relationships with staff and the public and to deal with the public in a courteous manner. Ability to work the required hours of the position. May be required to demonstrate minimum competency by successfully passing approved tests.
Minimum Education And Experience	1) High school diploma or equivalent. 2) Three<u>One</u> years experience in cleaning, and maintain<u>enancing, and repair of</u> large buildings and grounds. 3) Experience with cleaning <u>and grounds keeping</u> machinery and equipment including sweepers, buffers, mowers, weed eaters, spreaders, sanders, trucks, snow blowers, shovels, etc., preferred. 4) Valid driver's license and good driving record.
Physical Requirements	Ability to perform the following activities: ▪ Lifting and carrying up to 50 pounds. ▪ Lifting and carrying 50-75 pounds occasionally with assistance. ▪ Frequent lifting, pushing, pulling, and carrying. ▪ Ability to reach, seize, hold, grasp, climb, stoop, kneel, crouch and crawl. ▪ Ability to work in varied environmental conditions.
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 Sustainability Commission of the City of Green Bay

MEETING DATE

June 19, 2025

AGENDA ITEM # E.1

For consideration with possible action to recommend the Resolution Opposing the Repeal of Clean Energy Funding Programs in House Concurrent Resolution 14 to Common Council or a standing committee.

BACKGROUND

On May 4, 2021, the Green Bay Common Council adopted a resolution committing the City to achieve 100% clean energy and carbon neutrality by 2050. Since then, the City has made tangible progress toward this goal, including the adoption of the Clean Energy Green Bay implementation plan in 2023. The plan outlines a clear strategy for reducing emissions, cutting energy costs, and improving public health, with a strong reliance on federal clean energy funding and tax credit programs.

These federal programs—established and expanded through recent legislation such as the Inflation Reduction Act—have played a transformative role in enabling cities like Green Bay to invest in cost-effective energy efficiency upgrades, solar installations, fleet electrification, and community resilience initiatives. These incentives lower the upfront cost of projects that reduce long-term energy expenses for both the City and local households.

House Concurrent Resolution 14, introduced in 2025, proposes the repeal of many of these critical federal clean energy programs and tax incentives. If passed, the resolution would eliminate or weaken programs that directly benefit Green Bay's public buildings, low-income households, small businesses, and clean energy workforce. For example, funding used for cutting energy waste in City facilities, solar installations on City facilities, and potential community solar programs would be in jeopardy. This could lead to increased utility costs, reduced project feasibility, and slowed momentum toward local climate goals.

Recent analyses underscore the stakes: According to the Rhodium Group, repeal of these programs could increase annual household energy costs in the U.S. by up to \$290 by 2035. In Wisconsin, projections from Energy Innovation show that the state could lose more than 6,400 clean energy jobs and over \$1.16 billion in GDP if federal clean energy investments are rolled back. This would particularly impact growth in the construction, skilled trades, and advanced manufacturing sectors—fields vital to Green Bay's workforce and economy.

Given this context, the Sustainability Commission is being asked to review and recommend adoption of a resolution that affirms the City of Green Bay's opposition to House Concurrent Resolution 14 and supports continued federal investment in clean energy. The resolution urges Wisconsin's congressional delegation to reject efforts to repeal clean energy tax credits and instead support policies that advance energy affordability, job creation, and climate resilience for Green Bay.

RECOMMENDATION

Staff recommends that the Sustainability Commission vote in support of the resolution and forward a

recommendation to the Green Bay Common Council for its consideration and adoption.

FISCAL IMPACT

ATTACHMENTS

1. Draft Resolution Opposing Repeal of Clean Energy Funding June 2025
2. Draft Resolution Clean Energy_support docs

**RESOLUTION OPPOSING THE REPEAL OF CLEAN ENERGY FUNDING
PROGRAMS IN HOUSE CONCURRENT RESOLUTION 14**

June 19, 2025

WHEREAS, on May 4, 2021, the City of Green Bay passed a resolution establishing a goal of 100% clean energy and carbon neutrality by 2050, and subsequently adopted the Clean Energy Green Bay plan in 2023 to guide implementation; and

WHEREAS, the Clean Energy Green Bay plan relies heavily on leveraging federal clean energy tax credits and funding programs to upgrade city facilities, reduce operating costs, and make clean energy accessible for residents and businesses; and

WHEREAS, if approved, the repeal of clean energy and energy efficiency related tax credits would directly threaten Green Bay’s ability to implement high-impact, cost-saving projects, including public building retrofits, LED streetlight upgrades, and community solar; and

WHEREAS, in Green Bay and across Northeast Wisconsin, homeowners, businesses, houses of worship, and non-profit organizations, and public institutions rely on federal tax credits to install solar panels, improve energy efficiency, and adopt electric vehicle projects that help stabilize energy prices, reduce utility bills, improve air quality, and keep dollars in the local economy; and

WHEREAS, analysis shows that repealing federal clean energy tax credits and funding could increase annual household energy costs by as much as \$290 by 2035 [1. Rhodium Group, May 2025], while Wisconsin as a whole could lose over 6,400 clean energy-related jobs and \$1.16 billion in GDP [2. Energy Innovation Policy and Technology LLC, March 2025]—affecting job creation in construction, skilled trades, and advanced manufacturing sectors critical to Green Bay’s economy; and

WHEREAS, preserving federal support for clean energy is not only a climate solution but a strategy for economic resilience, workforce development, and long-term public savings for the City of Green Bay and its taxpayers; now, therefore,

BE IT RESOLVED, that the Common Council of the City of Green Bay opposes the repeal of clean energy tax credits and federal funding programs proposed in House Concurrent Resolution 14 and urges Wisconsin’s congressional delegation to reject these provisions and instead support the continuation and expansion of investments that enable energy affordability, economic opportunity, and environmental leadership for Green Bay residents;

BE IT FURTHER RESOLVED, that the City Clerk shall transmit a copy of this resolution to the offices of Wisconsin’s United States Senators and Representatives.

Approved _____

Eric Genrich, Mayor

**RESOLUTION TO SUPPORT OPPOSING THE RETENTION REPEAL OF CLEAN ENERGY TAX
CREDITS AND FUNDING PROGRAMS CURRENTLY REPEALED IN HOUSE
CONCURRENT RESOLUTION 14
June 19, 2025**

WHEREAS, on May 4, 2021, the City of Green Bay passed a resolution establishing a goal of 100% clean energy and carbon neutrality by 2050, and subsequently adopted the Clean Energy Green Bay plan in 2023 to guide implementation; and

WHEREAS, the Clean Energy Green Bay plan relies heavily on leveraging federal clean energy tax credits and funding programs to upgrade city facilities, reduce operating costs, and make clean energy accessible for residents and businesses; and

WHEREAS, if approved, the repeal of clean energy and energy efficiency related tax credits would directly threaten Green Bay's ability to implement high-impact, cost-saving projects, including public building retrofits, LED streetlight upgrades, and community solar; and

WHEREAS, in Green Bay and across Northeast Wisconsin, homeowners, businesses, houses of worship, and non-profit organizations, and public institutions rely on federal tax credits to install solar panels, improve energy efficiency, and adopt electric vehicle projects that help stabilize energy prices, reduce utility bills, improve air quality, and keep dollars in the local economy; and

WHEREAS, analysis shows that repealing federal clean energy tax credits and funding could increase annual household energy costs by as much as \$290 by 2035 [1. Rhodium Group, May 2025], while Wisconsin as a whole could lose over 6,400 clean energy-related jobs and \$1.16 billion in GDP [2. Energy Innovation Policy and Technology LLC, March 2025]—affecting job creation in construction, skilled trades, and advanced manufacturing sectors critical to Green Bay's economy; and

WHEREAS, preserving federal support for clean energy is not only a climate solution but a strategy for economic resilience, workforce development, and long-term public savings for the City of Green Bay and its taxpayers; now, therefore,

BE IT RESOLVED, that the Common Council of the City of Green Bay **affirms its strong support for the continuation and expansion of investments that enable energy affordability, economic opportunity, and environmental leadership for Green Bay community members,** ~~opposes the repeal of clean energy tax credits and federal funding programs proposed in House Concurrent Resolution 14~~ and urges Wisconsin's congressional delegation to reject **the repeal of clean energy tax credits and federal funding programs proposed in House Concurrent Resolution 14.** ~~se provisions and instead support the continuation and expansion of investments that enable energy affordability, economic opportunity, and environmental leadership for Green Bay residents;~~

BE IT FURTHER RESOLVED, that the City Clerk shall transmit a copy of this resolution to the offices of Wisconsin's United States Senators and Representatives.

Approved _____

Eric Genrich, Mayor



Report to the Sustainability Commission of the City of Green Bay

MEETING DATE

July 15, 2025

AGENDA ITEM # R.2

To approve the Sustainability Commission proceeding with a collaborative process for drafting a Rights of Nature resolution.

BACKGROUND

The "Rights of Nature" movement frames natural ecosystems and features such as rivers, wetlands, forests, and other living communities as legal persons that hold the right to exist, flourish, and be defended in a court of law.^[1] While most environmental regulations treat nature as property to be managed for human benefit, this movement asks governments to shift the paradigm and recognize nature itself as a legal entity with inherent rights. Although writing Rights of Nature into policy is relatively new, the concept itself is not. Indigenous cultures have embraced this worldview for generations. Now, several Wisconsin jurisdictions are beginning to follow suit. Key milestones include:

- **Milwaukee County (Oct. 2023)** – Became the first Wisconsin jurisdiction to approve a non-binding Rights of Nature resolution, affirming that the Menomonee, Milwaukee, and the Fox River, as well as Lake Michigan have the right to be "healthy, robust, and resilient."^[1] County leaders called the measure a "first step in awareness."^[2]
- **Menominee Indian Tribe of Wisconsin (2020)** – Declared the Menominee River a rights-bearing entity, including the right to clean water, natural flow, and freedom from harmful activities.^[3]
- **Ho-Chunk Nation (2015; amended 2018)** – Became the first U.S. tribe to embed Rights of Nature principles in its constitution.^[4]
- **Statewide advocacy** – Coalitions such as Rights of Nature Wisconsin, Menikanaehkem, JOSHUA, and the faith-based network WISDOM have encouraged additional counties, municipalities, and eventually the state legislature to pass "Rights of Nature"-centered legislation.^[6]

These actions reflect a growing recognition that protecting Wisconsin's environment requires more than limiting damage; it requires affirming its inherent rights.

^[1] Milwaukee County Board of Supervisors, *A Resolution Supporting the "Rights of Nature" Movement across Waterways and Bodies of Water in Milwaukee County*, File No. 23-785, adopted September 21, 2023 (signed September 25, 2023), <https://ecojurisprudence.org/wp-content/uploads/2023/11/COUNTY-BOARD-RESOLUTION.pdf>.

^[2] Evan Casey, "Milwaukee County Is First in Wisconsin to Pass 'Rights of Nature' Resolution," *Wisconsin Public Radio*, October 27, 2023, <https://www.wpr.org/environment/milwaukee-county-first-wisconsin-pass-rights-nature-resolution>.

^[3] Menominee Indian Tribe of Wisconsin, *Tribal Legislature, Recognition of the Rights of the Menominee River*, Resolution No. 19-52 (adopted January 16, 2020), *Eco-Jurisprudence*

Monitor, https://ecojurisprudence.org/wp-content/uploads/2022/02/US_Menominee_Menominee-River_193.pdf.

[4] Ho-Chunk Nation, *Proposed Resolution to Amend the Constitution of the Ho-Chunk Nation: Article X, Section 2 “Rights of Nature”* (approved by General Council, September 17, 2018), PDF, Eco-Jurisprudence Monitor, https://ecojurisprudence.org/wp-content/uploads/2022/02/US_Ho-Chunk_Ho-Chunk-Nation-Resolution-Rights-of-Nature_157.pdf.

RECOMMENDATION

Recommend the Sustainability Commission to draft a Rights of Nature resolution for the Common Council’s consideration. This resolution could be modeled on Milwaukee County’s 2023 resolution and tailored to Green Bay’s unique natural assets. Key elements for inclusion in the resolution text and for the drafting process:

1. **Recognition of local ecosystems** – Affirm that the Bay of Green Bay, the Fox and East Rivers, and associated wetlands possess the right to clean water, habitat integrity, and restoration.
2. **Rights-based standards** – Borrow wording from the Menominee River declaration—e.g., the right to “abundant, pure, clean, unpolluted water” and freedom from activities that infringe upon these rights.^[7]
3. **Collaborative drafting** – Engage Tribal Nations and community partners to ensure the resolution reflects Indigenous knowledge and local values.
4. **Referral to staff** – Once a draft resolution is prepared, direct city staff to evaluate legal pathways, potential enforcement mechanisms, and alignment with existing environmental regulations, and to report back with implementation options.

Adopting such a resolution would further position Green Bay as a leader in environmental justice, complement ongoing conservation and sustainability initiatives, and honor the region’s Indigenous heritage.

FISCAL IMPACT

None

ATTACHMENTS

- I. Rights of Nature_support docs

Sustainability Commission Agenda Item

Agenda Item Title:

Consideration with possible action on drafting a “Rights of Nature” resolution.

Category:

☒ Information (item to be discussed and next steps discussed)

1. Background Information:

The “Rights of Nature” movement frames natural ecosystems and features such as rivers, wetlands, forests, and other living communities as legal persons that hold the right to exist, flourish, and be defended in a court of law.¹ While most environmental regulations treat nature as property to be managed for human benefit, this movement asks governments to shift the paradigm and recognize nature itself as a legal entity with inherent rights. Although writing Rights of Nature into policy is relatively new, the concept itself is not. Indigenous cultures have embraced this worldview for generations. Now, several Wisconsin jurisdictions are beginning to follow suit. Key milestones include:

- **Milwaukee County (Oct. 2023)** – Became the first Wisconsin jurisdiction to approve a non-binding Rights of Nature resolution, affirming that the Menomonee, Milwaukee, and the Fox River, as well as Lake Michigan have the right to be “healthy, robust, and resilient.”² County leaders called the measure a “first step in awareness.”³
- **Menominee Indian Tribe of Wisconsin (2020)** – Declared the Menominee River a rights-bearing entity, including the right to clean water, natural flow, and freedom from harmful activities.⁴
- **Ho-Chunk Nation (2015; amended 2018)** – Became the first U.S. tribe to embed Rights of Nature principles in its constitution.⁵
- **Statewide advocacy** – Coalitions such as Rights of Nature Wisconsin, Menikanaehkem, JOSHUA, and the faith-based network WISDOM have encouraged additional counties,

¹ Tiffany Challe, “The Rights of Nature — Can an Ecosystem Bear Legal Rights?,” *State of the Planet* (blog), Columbia Climate School, April 22, 2021, <https://news.climate.columbia.edu/2021/04/22/rights-of-nature-lawsuits>.

² Milwaukee County Board of Supervisors, *A Resolution Supporting the “Rights of Nature” Movement across Waterways and Bodies of Water in Milwaukee County*, File No. 23-785, adopted September 21, 2023 (signed September 25, 2023), <https://ecojurisprudence.org/wp-content/uploads/2023/11/COUNTY-BOARD-RESOLUTION.pdf>.

³ Evan Casey, “Milwaukee County Is First in Wisconsin to Pass ‘Rights of Nature’ Resolution,” *Wisconsin Public Radio*, October 27, 2023, <https://www.wpr.org/environment/milwaukee-county-first-wisconsin-pass-rights-nature-resolution>.

⁴ Menominee Indian Tribe of Wisconsin, Tribal Legislature, *Recognition of the Rights of the Menominee River*, Resolution No. 19-52 (adopted January 16, 2020), Eco-Jurisprudence Monitor, https://ecojurisprudence.org/wp-content/uploads/2022/02/US_Menominee_Menominee-River_193.pdf.

⁵ Ho-Chunk Nation, *Proposed Resolution to Amend the Constitution of the Ho-Chunk Nation: Article X, Section 2 “Rights of Nature”* (approved by General Council, September 17, 2018), PDF, Eco-Jurisprudence Monitor, https://ecojurisprudence.org/wp-content/uploads/2022/02/US_Ho-Chunk_Ho-Chunk-Nation-Resolution-Rights-of-Nature_157.pdf.

municipalities, and eventually the state legislature to pass “Rights of Nature”-centered legislation.⁶

These actions reflect a growing recognition that protecting Wisconsin’s environment requires more than limiting damage; it requires affirming its inherent rights.

2. Recommendation

I recommend the Sustainability Commission draft a *Rights of Nature* resolution for the Common Council’s consideration. This resolution could be modeled on Milwaukee County’s 2023 resolution and tailored to Green Bay’s unique natural assets. Key elements for inclusion in resolution text and for the drafting process:

1. **Recognition of local ecosystems** – Affirm that the Bay of Green Bay, the Fox and East Rivers, and associated wetlands possess the right to clean water, habitat integrity, and restoration.
2. **Rights-based standards** – Borrow wording from the Menominee River declaration—e.g., the right to “abundant, pure, clean, unpolluted water” and freedom from activities that infringe upon these rights.⁷
3. **Collaborative drafting** – Engage Tribal Nations and community partners to ensure the resolution reflects Indigenous knowledge and local values.
4. **Referral to staff** – Once a draft resolution is prepared, direct city staff to evaluate legal pathways, potential enforcement mechanisms, and alignment with existing environmental regulations, and to report back with implementation options.

Adopting such a resolution would further position Green Bay as a leader in environmental justice, complement ongoing conservation and sustainability initiatives, and honor the region’s Indigenous heritage.

3. Fiscal Impact:

None.

4. Attachments or Supporting Documents:

Attached:

- a. Milwaukee County Board of Supervisors, *A Resolution Supporting the “Rights of Nature” Movement across Waterways and Bodies of Water in Milwaukee County*, File No. 23-785
- b. Menominee Indian Tribe of Wisconsin, Tribal Legislature, *Recognition of the Rights of the Menominee River*, Resolution No. 19-52

⁶ David Liners and Robert Karski, “What Are the Rights of Nature?” *JONAH Justice*, December 15, 2023, <https://jonahjustice.org/2023/12/what-are-the-rights-of-nature/>.

⁷ Menominee Indian Tribe of Wisconsin, *Recognition of the Rights of the Menominee River*

c. Ho-Chunk Nation, *Proposed Resolution to Amend the Constitution of the Ho-Chunk Nation: Article X, Section 2 “Rights of Nature”*



HO-CHUNK NATION LEGISLATURE

Governing Body of the Ho-Chunk Nation

HO-CHUNK NATION LEGISLATURE ESTABLISHMENT OF RIGHTS OF NATURE WORKGROUP

RESOLUTION 12-18-18 F

- WHEREAS,** on November 1, 1994, the United States Secretary of Interior approved a new Constitution of the Ho-Chunk Nation, formerly known as the Wisconsin Winnebago Tribe; and
- WHEREAS,** the Ho-Chunk Nation ("Nation") is a federally recognized Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934; and
- WHEREAS,** Article V, Section 2 (a) of the Constitution of the Ho-Chunk Nation grants the Legislature to make laws, including codes, ordinances, resolutions, and statutes; and
- WHEREAS,** Article V, Section 2(b) of the Constitution grants the Legislature the power to establish Executive Departments, and to delegate legislative powers to the Executive branch to be administered by such Departments, in accordance with the law; any Department established by the Legislature shall be administered by the Executive; the Legislature reserves the power to review any action taken by virtue of such delegated power; and
- WHEREAS,** Article V, Section 2(d) of the Constitution grants the Legislature the power to authorize expenditures by law and appropriate funds to the various Departments in an annual budget; and
- WHEREAS,** Article V, Section 2(i) of the Constitution grants the Legislature the power to negotiate and enter into treaties, compacts, contracts, and agreements with other governments, organizations, or individuals; and
- WHEREAS,** Article V, Section 2(l) of the Constitution grants the Legislature the power to enact laws to manage, lease, permit, or otherwise deal with the Nation's lands, interests in lands or other assets; and
- WHEREAS,** Article V, Section 2(o) of the Constitution grants the Legislature the power to enact laws to regulate and zone any lands within the jurisdiction of the Ho-Chunk Nation; and
- WHEREAS,** Article V, Section 2(r) of the Constitution grants the Legislature the power to protect and foster Ho-Chunk religious freedom, culture, language, and traditions; and
- WHEREAS,** Article V, Section 2(s) of the Constitution grants the Legislature the power to promote public health, education, charity, and such other services as may contribute to the social advancement of the members of the Ho-Chunk Nation; and

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- WHEREAS,** Article V, Section 2(x) of the Constitution grants the Legislature the power to enact any other laws, ordinances, resolutions, and statutes necessary to exercise its legislative powers delegated by the General Council pursuant to Article III including but not limited to the foregoing list of powers; and
- WHEREAS,** the Ho-Chunk Nation *Legislative Organization Act*, 2 HCC § 11, (“LOA”) provides in Section 9 that an internal Work Group or Task Force may be established in order to assist the Legislature by providing information necessary to carry out Legislative law-making and oversight functions; and
- WHEREAS,** the Nation’s *Open Meetings Act*, 2 HCC § 2, contemplates that a Work Group or Task Force will be used as a temporary, short-term ad hoc body established by a governmental entity for a focused effort on a specific issue; and
- WHEREAS,** the LOA does not restrict Legislator(s) participation in a Ho-Chunk government task force(s) as an ex officio member when appointed by the Legislature; and
- WHEREAS,** the General Council adopted Resolution 09-19-15-09 “Resolution to Amend the Ho-Chunk Nation Constitution and Provide for Rights of Nature”; and
- WHEREAS,** the Legislature responded to General Council Resolution 09-19-15-09 by adopting Resolution 10-20-15P which approved filing General Council Resolution 09-19-15-09 with the U.S. Secretary of the Interior and to request that a Secretarial Election be held to amend the Constitution; and
- WHEREAS,** a Special Election was held on April 5th, 2018 to amend the Constitution; and
- WHEREAS,** the April 5th, 2018 Special Election to amend the Constitution did not pass as 30% of the eligible voters did not participate in the election; and
- WHEREAS,** the General Council adopted Resolution 9-17-2016-05 “Special Election to Amend the Ho-Chunk Nation Constitution for the Rights of Nature”; and
- WHEREAS,** the Legislature responded to General Council Resolution 9-17-2016-05 by adopting Resolution 10-18-16G which referred General Council Resolution 09-17-2016-05 to the Election Board to hold an election to amend the Constitution; and
- WHEREAS,** a Special Election was held on June 8th, 2018 to amend the Constitution; and
- WHEREAS,** the June 8th, 2018 Special Election to amend the Constitution did not pass as 30% of the eligible voters did not participate in the election; and
- WHEREAS,** the General Council adopted Resolution 09-15-18C “Proposed Resolution to Amend the Constitution of the Ho-Chunk Nation” which sought to add the Rights of Nature to the Constitution; and

WHEREAS, the Legislature responded to General Council Resolution 09-15-18C by adopting Resolution 10-30-18T which included a statement that the Legislature intended to form a Rights of Nature Workgroup to move forward with the concerns and protections expressed in the General Council Resolution with respect to amending the Constitution to include the Rights of Nature; and

WHEREAS, the Legislature deems it necessary and appropriate to form a Workgroup consisting of employees, staff and officials from the Executive Branch, including but not limited to the Department of Natural Resources, Department of Health, and Department of Heritage Preservation, in order to pursue options for implementing the Rights of Nature within the Nation including but not limited to a Ho-Chunk Nation Constitutional amendment and/or a Ho-Chunk Nation Code; and

NOW THEREFORE, BE IT RESOLVED, that the Ho-Chunk Nation Legislature, pursuant to its constitutional authority, hereby authorizes the establishment of the Rights of Nature Workgroup consisting of these members: any interested Legislators; assigned Legislative Staff; Executive Branch staff, including but not limited to the Department of Natural Resources, Department of Health, and Department of Heritage Preservation, as determined by the President; and any other staff, employees, or community members invited by the Legislative Sponsor; and

BE IT FURTHER RESOLVED that the Rights of Nature Workgroup shall report on their activity and progress to the full Legislature on a bi-monthly basis or upon request; and

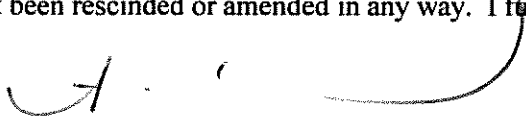
BE IT FURTHER RESOLVED that the Rights of Nature Workgroup, said minutes being available for members of the workgroup within 5 business days of each meeting; and

BE IT FURTHER RESOLVED, that the Rights of Nature Workgroup created herein shall not be considered a Public Body under the HCN Open Meetings Act and shall be not be required to adhere to Quorum requirements; and

BE IT FURTHER RESOLVED, that the Rights of Nature Workgroup is authorized to begin meeting after adoption of this resolution.

CERTIFICATION

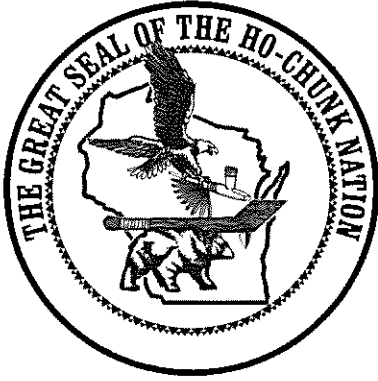
I, the undersigned, as Tribal Secretary for the Ho-Chunk Nation, hereby certify that the Legislature of the Ho-Chunk Nation, composed of **13 members**, of whom **11** constituting a quorum were present at a meeting duly called and convened and held on the **18th day of December, 2018**, that the foregoing resolution was adopted at said meeting by an affirmative vote of **11 members, 0 opposed, and 0 abstaining**, pursuant to the authority of Article V, Section 2(a) through (x) of the Constitution of the Ho-Chunk Nation approved by the Secretary of the Interior on November 1, 1994, and that said resolution has not been rescinded or amended in any way. I further certify that this is a verified copy of said resolution.



Andrea Estebo, Tribal Secretary

12.18.2018

Date



HO-CHUNK NATION LEGISLATURE
Governing Body of the Ho-Chunk Nation

HO-CHUNK NATION LEGISLATURE
ACKNOWLEDGEMENT OF GENERAL COUNCIL RESOLUTION 9-15-2018-C
AND LEGISLATIVE ACTION REGARDING PROPOSED RESOLUTION TO AMEND THE
CONSTITUTION OF THE HO-CHUNK NATION

RESOLUTION 10-30-18 T

- WHEREAS,** on November 1, 1994, the United States Secretary of the Interior approved a new Constitution for the Ho-Chunk Nation, formerly known as the Wisconsin Winnebago Tribe; and
- WHEREAS,** the Ho-Chunk Nation ("Nation") is a federally recognized Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934; and
- WHEREAS,** in Article IV, Section 2 of the Ho-Chunk Nation Constitution, the General Council delegated and authorized the Legislature to make laws and appropriate funds in accordance with Article V of the Constitution; and
- WHEREAS,** Article V, Section 1(a) of the Ho-Chunk Nation Constitution ("Constitution") vests Legislative powers in the Legislature; and
- WHEREAS,** Article V, Section 2(a) of the Ho-Chunk Nation Constitution ("Constitution") grants the Ho-Chunk Nation Legislature ("Legislature") the power to make laws, including codes, ordinances, resolutions, and statutes; and
- WHEREAS,** Article V, Section 2(d) of the Constitution gives the Legislature the power to authorize expenditures by law and appropriate funds to the various Departments in an annual budget; and
- WHEREAS,** Article V, Section 2(h) of the Constitution empowers the Legislature to enact all laws prohibiting and regulating conduct, and imposing penalties upon all persons within the jurisdiction of the Nation; and
- WHEREAS,** Article V, Section 2(w) of the Constitution authorizes the Legislature to enact laws to regulate hunting, fishing, trapping, recreation and all other related activities on lands within the Nation's jurisdiction; and
- WHEREAS,** Article V, Section 2(x) of the Constitution grants the Legislature the power to enact any other laws, ordinances, resolutions, and statutes necessary to exercise its Legislative powers delegated by the General Council pursuant to Article III including but not limited to the foregoing list of powers; and

- WHEREAS,** the Nation’s General Council met on September 15, 2018 at its Annual Meeting and adopted **Resolution 9-15-2018-C**, entitled “**Proposed Resolution to Amend the Constitution of the Ho-Chunk Nation**”; and
- WHEREAS,** General Council Resolution 9-15-2018-C sought to amend Article X of the Nation’s Constitution to establish “Rights of Nature.”; and
- WHEREAS,** General Council Resolution 9-15-2018-C includes all of the language intended for the Rights of Nature amendment to Article X of the Constitution; and
- WHEREAS,** Article IV, Section 3(a) of the Constitution states that “[t]he General Council retains the power to set policy for the Nation. This policy shall be resolutions proposed and approved at Annual Meetings and Special Meetings, by a majority vote of the qualified voters of the Ho-Chunk Nation General Council. This policy shall be made into laws, including codes, ordinances, resolutions and statutes by the Legislative Branch of the Ho-Chunk Nation within forty-five (45) days after a majority vote of the qualified voters of the Ho-Chunk Nation General Council at Annual Meetings and Special Meetings.”; and
- WHEREAS,** according to the Nation’s Trial Court in *Coalition for Fair Government II v. Chloris Lowe, Jr., et al.*, CV 96-22 (HCN Tr. Ct., Jul. 23, 1996) at 11, the General Council is bound to follow the Constitution of the Nation; and
- WHEREAS,** also in *Coalition for Fair Government II v. Chloris Lowe, Jr., et al.*, CV 96-22 (HCN Tr. Ct., Jul. 23, 1996) at 13, the Trial Court of the Nation emphasized that properly conducted and Constitutional actions of the General Council are binding, but action which violates the Constitution would be unlawful and not “binding”; and
- WHEREAS,** the Attorney General of the Nation rendered an opinion, analyzing the 2018 General Council Resolutions, by memo dated October 4, 2018 and
- WHEREAS,** in the opinion memo of the Attorney General, it is noted that General Council Resolution 9-15-2018-C inaccurately states the General Council itself may amend the Constitution, which is not a correct statement of the criteria under the Nation’s Constitution for amending the Constitution; and
- WHEREAS,** the Attorney General’s opinion memo highlights the proper criteria under Article XIII, Section 2 of the Nation’s Constitution for amending the Constitution, which states: “It shall be the duty of the Ho-Chunk Nation Election Board to call and hold an election on any proposed amendment to this Constitution at the request of two thirds (2/3) of the entire Legislature, at the request of the General Council, or upon presentation of a petition signed by thirty (30) percent of the eligible voters of the Ho-Chunk Nation.”; and
- WHEREAS,** as noted by the Attorney General, General Council Resolution 9-15-2018-C does not request a Secretarial Election to amend the Nation’s Constitution, but instead affirmatively states that it is amending the Constitution by adding Section 2 to Article X of the Constitution; and

- WHEREAS,** General Council Resolution 9-15-2018-C is drafted differently than the two previous General Council Resolutions that sought to amend the Constitution by including Rights of Nature, in that General Council Resolution 9-19-2015-09 and General Council Resolution 9-17-2016-05 both requested a Secretarial Election be conducted to amend the Constitution; and
- WHEREAS,** as noted by the Attorney General, both previous requests by the General Council to amend the Constitution to address the Rights of Nature were defeated in a Secretarial Election, due to low voter turnout;
- WHEREAS,** according to Article IV, Section 3(c) of the Constitution, the General Council retains the power to propose amendments to the Constitution, in accordance with Article XIII of the Constitution; and
- WHEREAS,** the Attorney General's October 4, 2018 opinion memo indicated that the Nation's Election Board had to determine whether the language in General Council Resolution 9-15-2018-C was adequate to request a Secretarial Election; and
- WHEREAS,** based on updated information, the Election Board has decided that the General Council Resolution 9-15-2018-C is not a proper request for a Secretarial Election and, thus, the Election Board will not proceed with an election to potentially amend the Constitution;

NOW, THEREFORE, BE IT RESOLVED, that the Legislature, pursuant to its Constitutional authority, and in satisfaction of the Constitution, hereby acknowledges General Council Resolution 9-15-2018-C, but shall not refer it to the Nation's Election Board to hold an election to amend the Constitution pursuant to Article XIII, Section 2 of the Constitution, since General Council Resolution 9-15-2018-C does not follow the criteria of the Constitution for such action;

BE IT FURTHER RESOLVED, that the Legislature does, however, intend to establish a Legislative Workgroup to consider ways in which to move forward with the concerns and protections expressed in the Rights of Nature amendment.

CERTIFICATION

I, the undersigned, as Tribal Secretary of Ho-Chunk Nation, hereby certifies that the Legislature of the Ho-Chunk Nation, composed of **13 members** of whom **9** constituting a quorum were present at a meeting duly called and convened and held that on the **30th day of October, 2018**, that the foregoing resolution was adopted at said meeting by an affirmative vote of **9 members, 0 opposed, and 0 abstaining**, pursuant to the Article V, Section 2(a) and (x) of the Constitution of the Ho-Chunk Nation approved by the Secretary of the Interior on November 1, 1994, and that the foregoing resolution has not been rescinded or amended in any way. I further certify that this is a verified copy of said resolution.



Andrea Estebo, Tribal Secretary

10.30.2018
Date

Proposed Resolution to Amend the Constitution of the Ho-Chunk Nation

WHEREAS, we the people of the Ho-Chunk Nation recognize that we live at a time of unprecedented species extinction, ecosystem collapse, and global warming;

WHEREAS, we recognize that environmental laws which regulate the use and exploitation of nature are incapable of protecting Mother Earth;

WHEREAS, in the tradition of our Nation's relationship with Mother Earth, from which we came and upon which we depend, we recognize that to protect nature, we must secure the highest protections for her through the recognition of rights in the Nation's highest law, our Constitution; and

WHEREAS, pursuant to Article IV, Section 3 of the Constitution, we the people of the Ho-Chunk Nation, through a vote of the General Council, may amend the Constitution;

NOW THEREFORE BE IT RESOLVED, we the people of the Ho-Chunk Nation exercise our inherent and inalienable right of sovereignty and self-governance, and hereby amend the Constitution with the addition of Article X, Section 2:

Article X, Section 2: Rights of Nature

(a) Rights of Nature. Ecosystems, natural communities, and species within the Ho-Chunk Nation territory possess inherent, fundamental, and inalienable rights to naturally exist, flourish, regenerate, and evolve. This includes, but is not limited to, rights to maintain, recover, and preserve their life cycles, structures, and functions; rights to a healthy climate system free from human-caused global warming emissions; and rights to the defense, protection, and enforcement of their rights.

(b) Prohibitions. It shall be unlawful within the Ho-Chunk Nation territory for any business entity or government to engage in activities that would violate, or infringe upon, the rights recognized and secured by this Section, including but not limited to, damage or destruction of flora or fauna possessing traditional medicinal significance to the Ho-Chunk Nation or its members, fossil fuel extraction, frac sand mining, and the introduction or use of genetically engineered organisms.

(c) Implementation and Enforcement. To implement and enforce the provisions of this Section:

- (a) The Legislature and government shall take all necessary actions to protect, implement, defend, and enforce the provisions of this Section;
- (b) Ecosystems, natural communities, and species within the Ho-Chunk Nation territory may enforce or defend the provisions of this Section through an action brought in any proper administrative body or court, in the name of the ecosystem, natural community, or species as the real party in interest;

(c) The Ho-Chunk Nation and any tribal member may enforce or defend the provisions of this Section in any proper administrative body or court; and

(d) Any business entity or government that violates the provisions of this Section shall be liable for any damages to an ecosystem, natural community, or species caused by the violation. Damages shall be measured by the cost of restoring the ecosystem, natural community, or species to its state before the injury, and shall be paid to the Ho-Chunk Nation to be used exclusively for the full and complete restoration and recovery of the ecosystem, natural community, or species.



HO-CHUNK NATION LEGISLATURE

Governing Body of the Ho-Chunk Nation

HO-CHUNK NATION LEGISLATURE ACKNOWLEDGEMENT OF GENERAL COUNCIL RESOLUTION 9/17/2016-05 AND LEGISLATIVE ACTION REGARDING A SPECIAL ELECTION TO AMEND THE CONSTITUTION FOR THE RIGHTS OF NATURE

RESOLUTION 10-18-16G

- WHEREAS**, on November 1, 1994, the United States Secretary of the Interior approved a new Constitution for the Ho-Chunk Nation, formerly known as the Wisconsin Winnebago Tribe; and
- WHEREAS**, the Ho-Chunk Nation ("Nation") is a federally recognized Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934; and
- WHEREAS**, Article V, Section 2(a) of the Ho-Chunk Nation Constitution ("Constitution") grants the Ho-Chunk Nation Legislature ("Legislature") the power to make laws, including codes, ordinances, resolutions, and statutes; and
- WHEREAS**, Article V, Section 2(f) of the Constitution grants the Legislature the power to set the salaries, terms and conditions of employment for all governmental personnel; and
- WHEREAS**, Article V, Section 2(x) of the Constitution grants the Legislature the power to enact any other laws, ordinances, resolutions, and statutes necessary to exercise its Legislative powers delegated by the General Council pursuant to Article III including but not limited to the foregoing list of powers; and
- WHEREAS**, the Nation's General Council met on September 17, 2016 at its Annual Meeting and adopted Resolution 9/17/2016-05 entitled "Special Election to Amend the Ho-Chunk Nation Constitution for the Rights of Nature"; and
- WHEREAS**, General Council Resolution 9/17/2016-05 specifically proposes a Special Election to amend Article X, Section 2 of the Bill of Rights within the Nation's Constitution that will recognize the Rights of Nature and allow ecosystems and natural communities to enforce their rights through action brought in the Nation's Court system; and

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WHEREAS, General Council Resolution 9/17/2016-05 also proposes amending language prohibiting any corporation or government within Ho-Chunk Territory from engaging in activities that would violate the rights of nature including, but not limited to, damage or destruction of flora possessing traditional medicinal significance to the Nation or its members, fossil fuel extraction, frac sand mining, and the introduction of genetically engineered organisms; and

WHEREAS, General Council Resolution 9/17/2016-05 includes all of the proposed language intended for the Rights of Nature amendment to Article X, Section 2 of the Constitution; and

WHEREAS, Article IV, Section 3(a) of the Constitution states that “[t]he General Council retains the power to set policy for the Nation. This policy shall be resolutions proposed and approved at Annual Meetings and Special Meetings, by a majority vote of the qualified voters of the Ho-Chunk Nation General Council. This policy shall be made into laws, including codes, ordinances, resolutions and statutes by the Legislative Branch of the Ho-Chunk Nation within forty-five (45) days after a majority vote of the qualified voters of the Ho-Chunk Nation General Council at Annual Meetings and Special Meetings.”; and

WHEREAS, the Legislature finds it appropriate to refer General Council Resolution 9-17-2016-05 to the Nation’s Election Board, since the process for amending the Nation’s Constitution is set forth in Article XIII and requires the Election Board to call and hold an election on a proposed constitutional amendment at the request of the General Council;

NOW THEREFORE, BE IT RESOLVED that the Legislature, pursuant to its Constitutional authority, and in satisfaction of Article IV, Section 3(a) of the Constitution, hereby acknowledges General Council Resolution 9/17/2016-05, and refers it to the Nation’s Election Board to call and hold an election to amend the Constitution pursuant to Article XIII, Section 2 of the Constitution.

CERTIFICATION

I, the undersigned, as Tribal Secretary of Ho-Chunk Nation, hereby certifies that the Legislature of the Ho-Chunk Nation, composed of 13 members of whom 10 constituting a quorum were present at a meeting duly called and convened and held that on the 18th day of October, 2016, that the foregoing resolution was adopted at said meeting by an affirmative vote of 9 members, 0 opposed, and 1 abstaining, pursuant to the Article V, Section 2(a) and (x) of the Constitution of the Ho-Chunk Nation approved by the Secretary of the Interior on November 1, 1994, and that the foregoing resolution has not been rescinded or amended in any way. I further certify that this is a verified copy of said resolution.

Kathleen Lone Tree-Whiterabbit
Kathleen Lone Tree-Whiterabbit, Tribal Secretary

10.18.16
Date



HO-CHUNK NATION LEGISLATURE

Governing Body of the Ho-Chunk Nation

HO-CHUNK NATION LEGISLATURE ACKNOWLEDGEMENT OF GENERAL COUNCIL RESOLUTION 9/19/2015-09 AND LEGISLATIVE ACTION REGARDING THE RESOLUTION TO AMEND THE CONSTITUTION AND PROVIDE FOR THE RIGHTS OF NATURE

RESOLUTION 10-20-15P

- WHEREAS,** on November 1, 1994, the United States Secretary of the Interior approved a new Constitution for the Ho-Chunk Nation, formerly known as the Wisconsin Winnebago Tribe; and
- WHEREAS,** the Ho-Chunk Nation ("Nation") is a federally recognized Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934; and
- WHEREAS,** Article V, Section 2(a) of the Ho-Chunk Nation Constitution ("Constitution") grants the Ho-Chunk Nation Legislature ("Legislature") the power to make laws, including codes, ordinances, resolutions, and statutes; and
- WHEREAS,** Article V, Section 2(f) of the Constitution grants the Legislature the power to set the salaries, terms and conditions of employment for all governmental personnel; and
- WHEREAS,** Article V, Section 2(x) of the Constitution grants the Legislature the power to enact any other laws, ordinances, resolutions, and statutes necessary to exercise its Legislative powers delegated by the General Council pursuant to Article III including but not limited to the foregoing list of powers; and
- WHEREAS,** the Nation's General Council met on September 19, 2015 at its Annual Meeting and adopted Resolution 9/19/2015-09 entitled "A Resolution to Amend the Ho-Chunk Nation Constitution and Provide for the Rights of Nature"; and
- WHEREAS,** General Council Resolution 9/19/2015-09 seeks to amend the Nation's Constitution by adding a provision to the Bill of Rights in Article X thereof, bestowing constitutional rights to nature in order to grant a higher legal right that might be protected by the Nation; and

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WHEREAS, under Article XIII, the Constitution of the Nation may be amended by a majority vote of the qualified voters of the Nation voting at an election called for that purpose by the Secretary of the Interior; and

WHEREAS, Article IV, Section 3(a) of the Constitution states that “[t]he General Council retains the power to set policy for the Nation. This policy shall be resolutions proposed and approved at Annual Meetings and Special Meetings, by a majority vote of the qualified voters of the Ho-Chunk Nation General Council. This policy shall be made into laws, including codes, ordinances, resolutions and statutes by the Legislative Branch of the Ho-Chunk Nation within forty-five (45) days after a majority vote of the qualified voters of the Ho-Chunk Nation General Council at Annual Meetings and Special Meetings.”; and

WHEREAS, the Attorney General of the Nation issued an opinion dated October 5, 2015 on all resolutions adopted by the General Council on September 19, 2015; and

WHEREAS, in the opinion of the Attorney General, Resolution 9/19/2015-09 shows that the General Council wishes to add “constitutional rights to protect the rights of nature and add a provision” under the Bill of Rights of the Nation’s Constitution, through a Secretarial Election to amend the Constitution; and

WHEREAS, the Attorney General also noted the current language from the Nation’s Constitution regarding the process by which an amendment may be made; and

WHEREAS, the attorney for the GCA issued a draft opinion dated October 1, 2015 on the resolutions adopted by the General Council on September 19, 2015; and

WHEREAS, in the opinion of the GCA’s attorney, Resolution 9/19/2015-09 will require a Secretarial Election before enactment, which is within the retained power of the General Council; and

WHEREAS, the Legislature finds that General Council Resolution 9/19/2015-09 specifically requests a Secretarial Election, and proposes specific language for amendment;

NOW, THEREFORE, BE IT RESOLVED, that the Legislature, pursuant to its Constitutional authority, and in satisfaction of Article IV, Section 3(a) of the Constitution, hereby acknowledges General Council Resolution 9/19/2015-09, and takes the following action:

1. Approves General Council Resolution 9/19/2015-09 to be filed with the U.S. Secretary of the Interior, Bureau of Indian Affairs, as a request of the Nation for a Secretarial Election to be held to amend the Constitution, pursuant to the terms of the request made, but without comment on any General Council Power of Attorney; and

2. Requires that as General Council Resolution 9/19/2015-09 is processed with the Secretary of the Interior and the Bureau of Indian Affairs, the Legislature be notified and updated by the Bureau of Indian Affairs and General Council Agency, so that it may participate in the selection of a Secretarial Election Board.

CERTIFICATION

I, the undersigned, as Tribal Secretary of Ho-Chunk Nation, hereby certifies that the Legislature of the Ho-Chunk Nation, composed of 13 members of whom 7 constituting a quorum were present at a meeting duly called and convened and held that on the 20th day of October, 2015, that the foregoing resolution was adopted at said meeting by an affirmative vote of 7 members, 0 opposed, and 0 abstaining, pursuant to the Article V, Section 2(a) and (x) of the Constitution of the Ho-Chunk Nation approved by the Secretary of the Interior on November 1, 1994, and that the foregoing resolution has not been rescinded or amended in any way. I further certify that this is a verified copy of said resolution.

Kathleen Lone Tree-Whiterabbit
Kathleen Lone Tree-Whiterabbit, Tribal Secretary

10.20.15
Date



**MENOMINEE INDIAN TRIBE OF WISCONSIN
RESOLUTION NO. 19-52**

**RECOGNITION OF THE RIGHTS OF THE
MENOMINEE RIVER**

WHEREAS, we, the Menominee people, are indigenous to what is now known as the State of Wisconsin, our place of origin was at the mouth of the Menominee River where the five clans of the Menominee were created and include the Awāēhsaeh (Bear), Kenēw (Eagle), Mahwāēw (Wolf), Mōs (Moose), and Otāēqciah (Crane), and we continue to live on our ancestral land that was granted by Māēc-Awāētok (Great Spirit); and

WHEREAS, the Menominee Indian Tribe of Wisconsin (the "Tribe") is a federally recognized Indian Tribe as provided by the Menominee Restoration Act, Act Dec. 22, 1973, Pub. L. No. 93-197, 87 Stat. 770, which appears generally as 25 U.S.C. §§ 903 et seq.; and

WHEREAS, the Tribe, acting through its duly elected governing body, the Menominee Tribal Legislature (the "Legislature"), has powers to make and enforce laws, negotiate with Federal, State and Local governments and otherwise exercise its powers consistent with the limitations imposed by its Constitution and Bylaws; and

WHEREAS, at one time, the Tribe occupied a land base estimated at 10 million acres including lands now known as Wisconsin and Upper Michigan; and

WHEREAS, through a series of seven treaties entered into with the United States, the Tribe witnessed its land base erode to little more than 235,000 acres comprising its present day Reservation; and

WHEREAS, the Tribe's sacred place of origin exists within the 1836 treaty territory, at the mouth of the Menominee River, a mere 60 miles East of its present Reservation; and

WHEREAS, as a result of the Tribe's undeniable ties and long occupation of the Menominee River area, there are numerous Menominee sacred sites and burial mounds along the Menominee River; and

WHEREAS, the location of the Menominee River is historically and culturally significant to the Menominee people due to the existence of cultural properties by way of raised agricultural fields, funerary objects, multiple mounds, burial sites, and villages which constitute a cultural landscape of historic significance; and

WHEREAS, it is the Tribe's position that any disturbance or unanticipated discoveries stemming from such sites necessitates that all activity shall cease, the area be secured and protected, the Menominee Tribal Historic Preservation Officer be contacted, and the Menominee Indian Tribe of Wisconsin's concurrence be obtained; and

WHEREAS, the Tribe is committed to responsible stewardship to protect the Tribe's cultural resources, water, environment, wildlife, and animals that occupy lands within the Tribe's historical range; and

WHEREAS, the Tribe understands and recognizes that water is essential to life, and that the Menominee River is, in fact, the very origin of life for the Menominee people; and

WHEREAS, the Menominee River also provides life to Michigan and Wisconsin residents and all natural wildlife within the Great Lakes ecosystem; and

WHEREAS, the Menominee River faces significant threats from climate change; pollution; the proposed open-pit mine known as the "Back Forty Project" which is poised to cause harmful impacts to water, humans, wildlife, animals, environment, and cultural properties as demonstrated with other mines of similar nature; and

WHEREAS, the Tribe recognizes that we live at a time of unprecedented species extinction, ecosystem collapse, and global warming; and

WHEREAS, the Tribe recognizes that environmental laws which regulate the use and exploitation of nature are incapable of protecting the Menominee River and Mother Earth; and

WHEREAS, the Tribe recognizes to protect the Menominee River, it must secure the highest protections for the river through the recognition of the river's inherent and legal rights;

NOW, THEREFORE, BE IT RESOLVED, that by this Tribal Resolution, the Menominee Indian Tribe of Wisconsin declares:

1. The Menominee River possesses inherent and legal rights including the right to naturally exist, flourish, regenerate, and evolve; the right to restoration, recovery, and preservation; the right to abundant, pure, clean, unpolluted water; the right to natural groundwater recharge and surface water recharge; the right to a healthy natural environment and natural biodiversity; the right to natural water flow; the right to carry out its natural ecosystem functions; and the right to be free of activities or practices, as well as obstructions, that interfere with or infringe upon these rights; and
2. The Tribe is dedicated to recognizing and protecting the inherent and legal rights of the Menominee River and assisting our neighboring Tribes, as well as other governments, to recognize and protect the legal rights of the Menominee River.

CERTIFICATION

We, the undersigned officers of the Menominee Tribal Legislature hereby certify that the foregoing resolution was duly adopted at a meeting held on January 16, 2020 with a quorum present by a vote of 7 for, 0 opposed, 0 abstentions and 0 absent.

The undersigned further certify that the foregoing resolution has not been amended or rescinded in any way.


DOUGLAS COX, TRIBAL CHAIRMAN
MENOMINEE TRIBAL LEGISLATURE

DATE: January 16, 2020


PERSHING FRECHETTE, TRIBAL SECRETARY
MENOMINEE TRIBAL LEGISLATURE



Report to the
Sustainability Commission
of the City of Green Bay

MEETING DATE

July 15, 2025

AGENDA ITEM # R.3

To approve the Climate Resilience Work Group Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Climate Resilience workgroup report_noordyk_06-19-25

Watershed Stewardship Center, Cleveland Metro Parks



Restored wetland



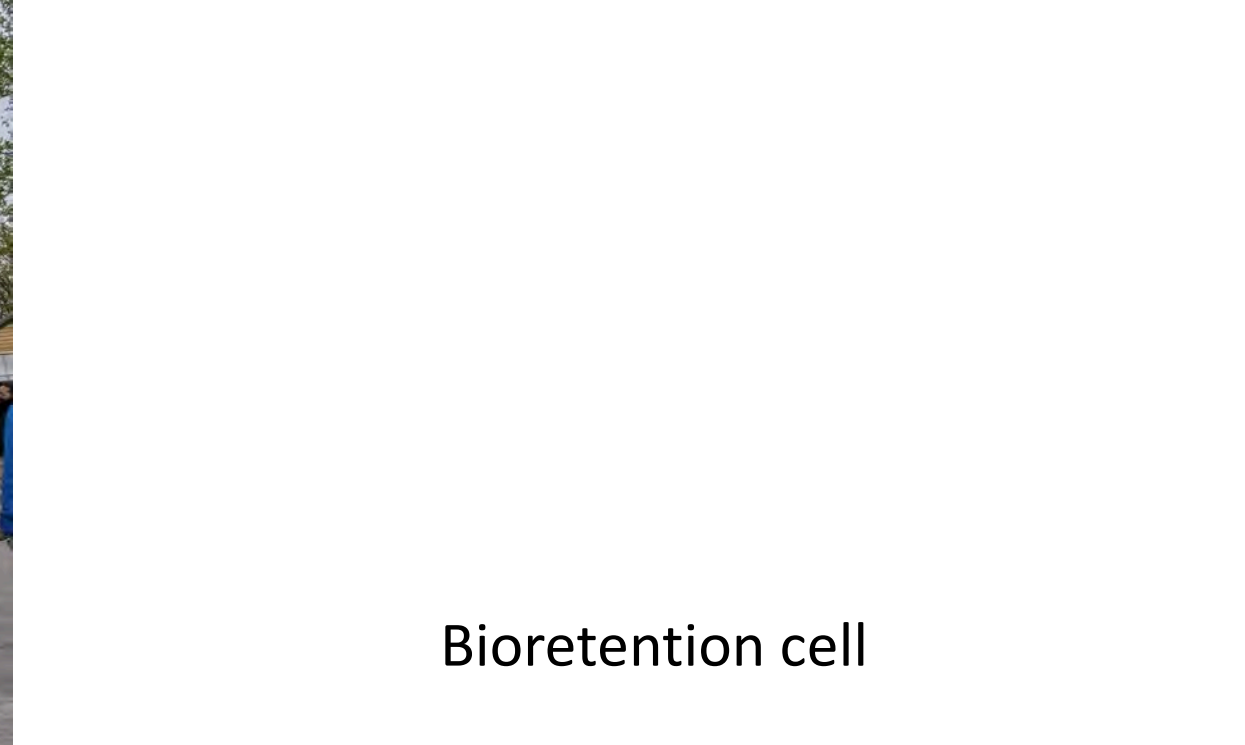
3-D watershed map



Bioswale step pools with weir headwalls



Rain garden



Bioretention cell





Rain barrel to rain garden



Porous asphalt



Downspout to rain garden

GSI + Art + History
(Cleveland)





ART HOUSE, INC. GREEN INFRASTRUCTURE GARDEN

This garden is a demonstration of green infrastructure, designed to manage stormwater runoff and improve air quality. It features a variety of native plants and shrubs that are well-suited to the local climate and soil conditions.

The garden is located on the property of Art House, Inc., a local business that is committed to sustainable practices and community improvement. The garden is open to the public and is a great place to learn more about green infrastructure and its benefits.

ART HOUSE, INC.
1234 Main Street
Anytown, USA 12345
Phone: (555) 123-4567
Email: info@arthouseinc.com
Website: www.arthouseinc.com

ADCOM
1234 Main Street
Anytown, USA 12345
Phone: (555) 123-4567
Email: info@adcom.com
Website: www.adcom.com

Creek bank stabilization and floodplain reconnection (Cleveland)



Creek bank stabilization and floodplain reconnection (Cleveland)



Soil burrito



Cleveland Natural History Museum

Permeable pavers





Bioretention

Strip mall side street &
parking stalls (Cleveland)



Permeable pavers

Vision to Reality Stormwater Park (NOLA)



Bioretention
Storage capacity
= 22,000 gallons



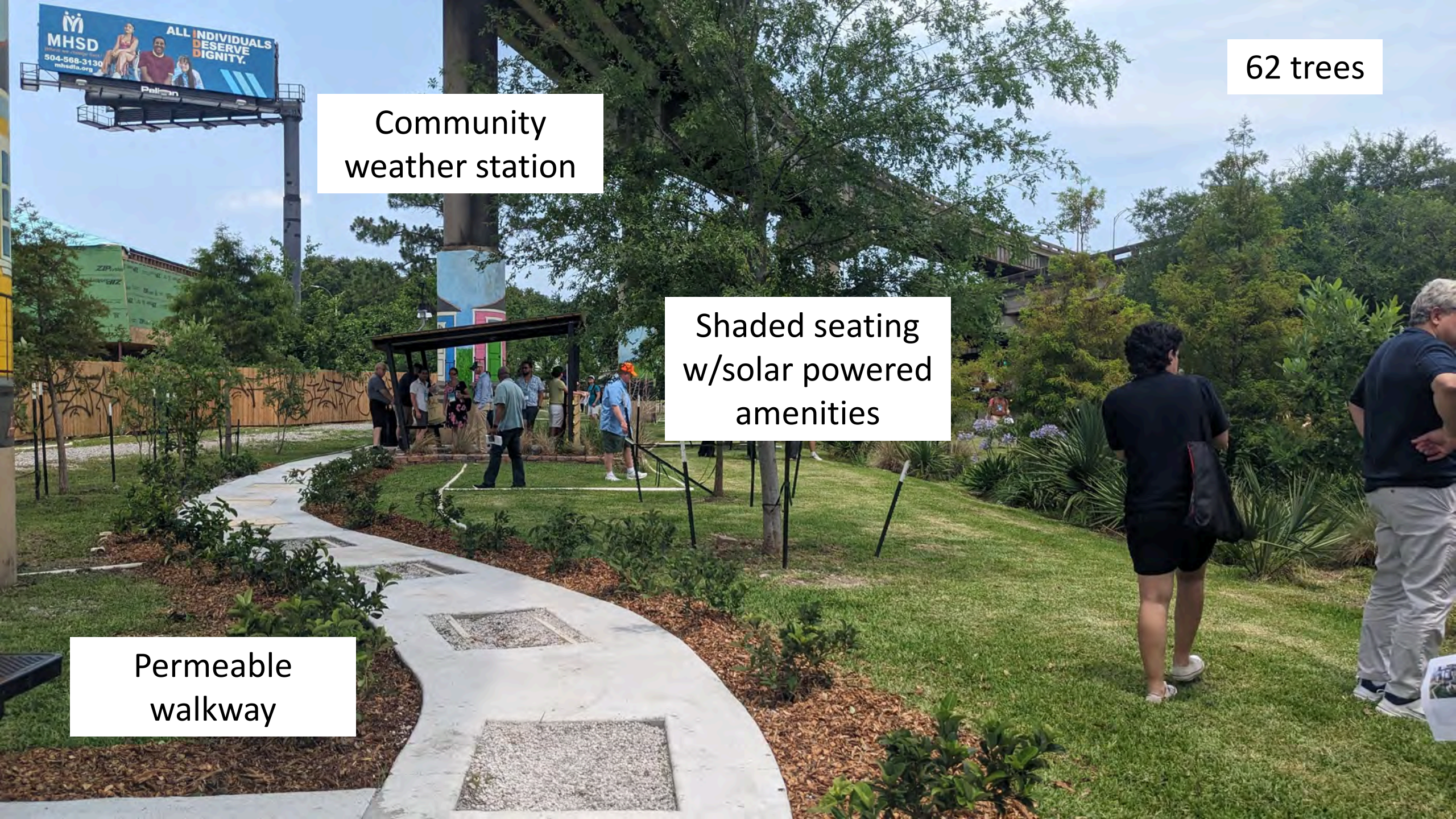


Community weather station

62 trees

Shaded seating w/solar powered amenities

Permeable walkway





BAYOU ST. JOHN GREEN INFRASTRUCTURE DEMONSTRATION PROJECT



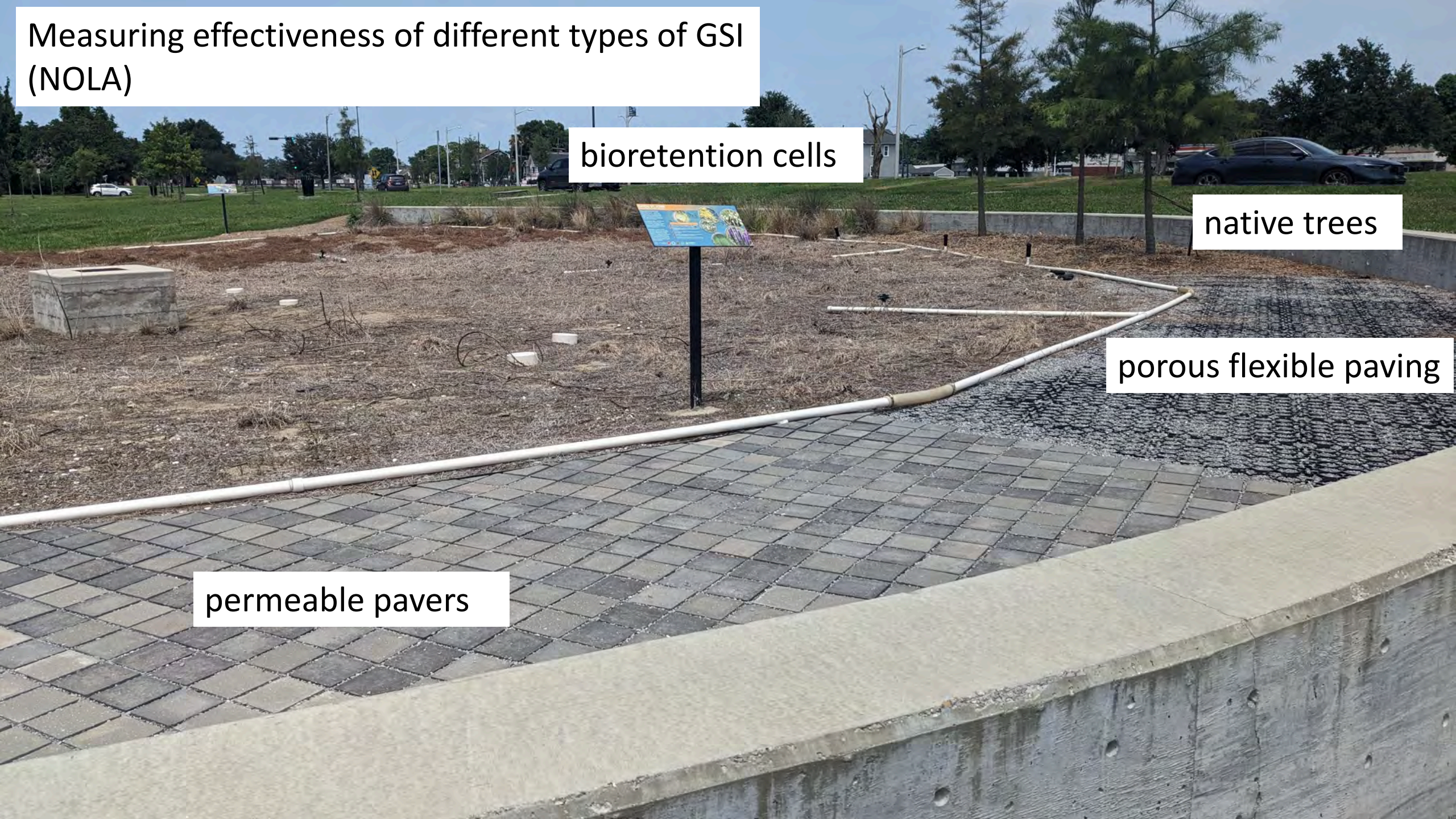
Measuring effectiveness of different types of GSI (NOLA)

bioretention cells

native trees

porous flexible paving

permeable pavers





Detention basin
Storage capacity = 7,460 cubic feet

berm

Gary infrastructure: underground collection system to increase capacity of neighborhood drainage system



Green infrastructure: porous
asphalt



Green infrastructure: rain garden bump out



Green infrastructure: rain garden bump out



Detail Summary of Projects Issued

6/1/2025 to 6/30/2025

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
120521	1731 EAST SHORE CIR..21-436-2 [1-101 - Residential - New - Single Family House]	KATHLEEN L LEFEBVRE		\$1,635.00	\$825,000.00	Pending
120717	821 SHEA AV..18-31 [1-101 - Residential - New - Single Family House] RELOCATE HOUSE AND GARAGE FROM 301 JAMES ST. **\$125.00 PAID - AMOUNT DUE = \$530.11**	MB RENTALS LLC		\$655.11	\$50,000.00	Pending
118887	2715 NEWBERRY AV..21-4461 [2-434 - Residential - Alteration - 1 -2 Family House]	ASHLEY CLAUSSEN		\$50.00	\$600.00	Abandoned
120466	317 HARVARD ST..5-412 [2-434 - Residential - Alteration - 1 -2 Family House]	REBECCA L KING		\$175.00	\$15,255.00	Pending
120515	831 S ROOSEVELT ST..17-370 [2-434 - Residential - Alteration - 1 -2 Family House] REPLACE EXISTING SIDING & FRAMING	KATHERINE MARIE BRUNI		\$50.00	\$3,500.00	Pending
120532	1728 CHATEAU DR..6-1552 [2-434 - Residential - Alteration - 1 -2 Family House] CASE# 138801	KENNETH J & STACY L MATTSON		\$350.00	\$14,000.00	Pending
120596	2128 GLOUCESTER DR..6H-3499 [2-434 - Residential - Alteration - 1 -2 Family House]	LUKAS J & ISABELLA I MATHEYS		\$175.00	\$30,000.00	Pending
120613	1009 CHRISTIANA ST..3-295 [2-434 - Residential - Alteration - 1 -2 Family House]	RICHARD T KUEHN		\$150.00	\$37,000.00	Pending
120626	212 N VAN BUREN ST..9-168 [2-434 - Residential - Alteration - 1 -2 Family House]	KONSTANTINOS VLAHADAMIS		\$100.00	\$20,000.00	Pending
120628	1149 SANDSTONE PL..6H-3026 [2-434 - Residential - Alteration - 1 -2 Family House]	SARA L & RONALD J KATERS		\$50.00	\$13,000.00	Closed
120677	1005 SHADOW LN..1-2584 [2-434 - Residential - Alteration - 1 -2 Family House]	SHADOW LANE LLC		\$150.00	\$60,000.00	Pending
120686	223 S IRWIN AV..14-1436-A [2-434 - Residential - Alteration - 1 -2 Family House]	NORTH EAST WISCONSIN INVESTMENTS LLC		\$230.00	\$30,000.00	Pending
120693	854 NEUFELD ST..6-162-C [2-434 - Residential - Alteration - 1 -2 Family House]	PAUL W & LINDA J SERWE		\$100.00	\$1.00	Pending
120696	1433 TRAEGER ST..6-1189 [2-434 - Residential - Alteration - 1 -2 Family House]	BRYCE KUJAWA		\$75.00	\$4,500.00	Pending
120697	2837 EAST SHORE DR..21-270-1-2 [2-434 - Residential - Alteration - 1 -2 Family House]	SHARI J & ANDREW K KANGAS		\$50.00	\$3,919.00	Pending

120699	980 HOWARD ST..3-288 [2-434 - Residential - Alteration - 1 -2 Family House]	CLAUDIA J VANDENHOOGEN	\$50.00	\$13,000.00	Pending
120708	818 N BROADWAY..5-136 [2-434 - Residential - Alteration - 1 -2 Family House]	CAROL L WANEK	\$50.00	\$40,418.00	Pending
120724	1108 THORNDALE ST..1-2282 [2-434 - Residential - Alteration - 1 -2 Family House] FOUNDATION REPAIR	SALLY ANN CAYLOR LIVING TRUST	\$50.00	\$30,926.00	Closed
120736	2078 SANDALWOOD CT..6H-2513 [2-434 - Residential - Alteration - 1 -2 Family House]	PRADEEP BANGALORE PRAKASH	\$175.00	\$30,000.00	Pending
120758	1344 WIESNER ST..6-293-C [2-434 - Residential - Alteration - 1 -2 Family House]	BRANDON BARTH	\$50.00	\$6,000.00	Pending
120767	1262 EMILIE ST..17-234 [2-434 - Residential - Alteration - 1 -2 Family House]	EDWARD PAUL	\$100.00	\$250.00	Pending
120769	2760 ENGLEWOOD RD..21-149-12 [2-434 - Residential - Alteration - 1 -2 Family House]	ANTHONY G & AMY L NANIOT	\$100.00	\$40,000.00	Pending
120786	601 11TH AV..2-441 [2-434 - Residential - Alteration - 1 -2 Family House]	LIBRADO ORTEGA Y TRUJILLO, ETAL	\$50.00	\$4,000.00	Pending
120787	2085 SANDALWOOD CT..6H-2503 [2-434 - Residential - Alteration - 1 -2 Family House]	KARL A & KAREN B SCHMIDT	\$216.00	\$27,100.00	Pending
120800	1128 LYNDON..18-599-1 [2-434 - Residential - Alteration - 1 -2 Family House]	MB RENTALS LLC	\$772.72	\$50,000.00	Pending
120811	1173 SHADOW LN..1-2227 [2-434 - Residential - Addition - Single Family House]	BRETT R GOETSCH	\$150.00	\$30,000.00	Pending
120852	1918 MARY QUEEN RD..21-2475-D-44-A [2-434 - Residential - Alteration - 1 -2 Family House]	DAVID RODRIGUEZ RODRIGUEZ	\$50.00	\$5,200.00	Pending
120876	1239 BERNER ST..20-206-12 [2-434 - Residential - Alteration - 1 -2 Family House] OPEN CLOSET IN BEDROOM; EXTEND DOOR IN KITCHEN; BATHROOM CLOSE EXISTING ENTRY - CREATE A NEW ONE.	KARLA M VELEZ IRIZARRY	\$50.00	\$4,600.00	Pending
120877	487 ONTARIO RD..21-7469 [2-434 - Residential - Alteration - 1 -2 Family House]	MICHAEL CHILSON	\$100.00	\$2,300.00	Pending
120878	1119 CHICAGO ST..14-1055 [2-434 - Residential - Alteration - 1 -2 Family House] CASE# 138758 PERMIT SENT* 6/30	JOSEFINA NORIA	\$50.00	\$10,000.00	Pending
120898	316 S ROOSEVELT ST..14-989 [2-434 - Residential - Alteration - 1 -2 Family House]	CARVER INVESTMENTS LLC	\$100.00	\$3,500.00	Pending
117856	1104 BAY MIST DR..21-8418 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	LARGO RIDGE DEVELOPMENT LLC	\$50.00	\$14,000.00	Closed
120411	1315 S BROADWAY..1-936-D [7-1 - Deck, Porch, Patio, Ramp (Residential)] Cast, deliver, and install precast concrete step with 1 pair of heavy iron railings at entrance on south side of building on our precast concrete base.	SOHO RENTAL LLC	\$50.00	\$1,800.00	Closed
120434	1715 ESTATES CT..6-1547	BELIEVACATION LLC	\$50.00	\$4,000.00	Closed

[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE CONCRETE PATIO AROUND POOL.

120446	1108 S MONROE AV..16-74	MCCRORY FAMILY TRUST	\$50.00	\$25,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Install paver patio *COA APPROVED*					
120465	1485 LANGLADE AV..6-948	MICHAEL C & ANN M KRAMER	\$100.00	\$19,000.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
120486	965 MATHER ST..5-1282	KANDACE L BLAKE	\$50.00	\$3,900.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Concrete Patio 24x16					
120496	1483 FARLIN AV..19-24-1	BECKY L & THOMAS J DECLLENE	\$100.00	\$800.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
120498	1242 LOCH DR..6-192-A-1	DAVID JOHNSON	\$50.00	\$3,143.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
120505	601 11TH AV..2-441	LIBRADO ORTEGA Y TRUJILLO, ETAL	\$50.00	\$500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] CASE# 138233					
120514	832 S MAPLE AV..2-241	KROLL PROPERTIES LLC	\$150.00	\$1,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] TEAR OUT OLD STEPS & REPLACE CASE# 138736 - Double Fee for unpermitted work					
120551	804 NICOLET AV..2-733	TERESA VANDENACK	\$50.00	\$2,000.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
120554	863 W MASON ST..2-406	BRIAN M SCHROEDER	\$75.00	\$12,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
120590	517 ABRAMS ST..21-2624	ALEXANDER J & HOPE E SMEESTER	\$50.00	\$500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
120688	368 WINDWARD RD..21-4997	KAREN & MARK SCHMEETS	\$50.00	\$37,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Paver patio install in front and back and redo existing paver area					
120694	2137 WOODCREST DR..6H-3264	CHELSEA J FASEE	\$50.00	\$1.00	Denied
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
120722	1427 RUSSELL ST..6-540-C	JOSHUA J PLOECKELMANN, ETAL	\$100.00	\$1,800.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] 12X16 DECK IN REAR OF HOME					
120723	2949 GILBERT DR..21-3890	KOMPOUND ENTERPRISES LLC	\$50.00	\$3,200.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Replacing existing 12'x 20' patio and adding a 3' x 20' and a 3' x 22' sidewalk along the back of the house. Also adding a 3'x8' slab next to the garage for the garbage bins					
120727	3274 HIGHLAND VIEW LN..21-7543	KEITH R & MARY A HENNINGSEN	\$100.00	\$27,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PENDING PLANS AND ELEC PERMIT - 6/11/2025 PERMIT AND PLANS RECEIVED - 6/12/2025					
120745	2078 SANDALWOOD CT..6H-2513	PRADEEP BANGALORE PRAKASH	\$50.00	\$39,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Remove existing paver patio and install new paver patio; remove existing steps and replace with new block steps in front; remove and replace paver borders along sidewalk and driveway					
120761	607 VROMAN ST..5-229	KATE BEAUCHAMP	\$100.00	\$10,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
120804	817 NICOLET AV..2-716	NATHAN ERICKSON	\$50.00	\$2,500.00	Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] Poured Concrete patio off of the back of my Garage. I will mimic the width of the garage (22 Feet) and extend the patio 12 feet into the yard behind my Garage. The Patio will match the Garage foundation Height, and I will fill in to level the grass with the patio on all sides.
12X22 CONCRETE PATIO BEHIND GARAGE

120805	2670 GOOD SHEPHERD LN..6H-3818	DAHLYN BERNARD E & ALYCE G REVOCABLE TRUST	\$50.00	\$1.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE FAILING FOOTINGS WITH DIAMOND PIERS

120806	2208 MARYLAND AV..21-2883	MARK J DESTREE, ETAL	\$50.00	\$15,500.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] Install paver patio

120828	1480 EMILIE ST..17-1010	TERRY J TOBAKO	\$50.00	\$3,750.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] Adding a patio in the backyard will measure 12 feet by 20 feet

120833	1430 CROOKS ST..17-858	TRINA MULLER	\$50.00	\$1,200.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] install 20x22 patio

120921	2225 MICHIGAN AV..21-834	MICHAEL J & KATHRYN R HARVEY	\$50.00	\$18,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] Proof of payment sent to Logan

120646	607 N MAPLE AV..5-1020	JASON MILLS	\$50.00	\$900.00	Pending
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[9-649 - Demolition - Interior (Residential)] REMOVE KITCHEN CABINETS, BATH CABINETS, TUB, SHOWER, SHOWER TILE ETC.

120676	301 JAMES ST..5-79	NEW COMMUNITY SHELTER INC	\$200.00	\$6,700.00	Pending
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[9-649 - Demolition - Interior (Residential)] REMOVE BASEMENT, SEWER DISC, FIN BASEMENT AFTER HOUSE AND GARAGE MOVED OFF SITE

120678	305 JAMES ST..5-78	NEW COMMUNITY SHELTER INC	\$200.00	\$6,830.00	Pending
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[9-649 - Demolition - Interior (Residential)] RAZE - REMOVE BASEMENT, SEWER DISC, FIN BASEMENT AFTER HOUSE AND GARAGE MOVED OFF SITE

120680	308 MATHER ST..5-68	NEW COMMUNITY SHELTER INC	\$200.00	\$12,953.00	Pending
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[9-645 - Raze - Building or Structure (Residential)]

120681	307 JAMES ST..5-76	NEW COMMUNITY SHELTER INC	\$200.00	\$12,426.00	Pending
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[9-645 - Raze - Building or Structure (Residential)]

120682	306 MATHER ST..5-66	NEW COMMUNITY SHELTER INC	\$200.00	\$12,266.00	Pending
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[9-645 - Raze - Building or Structure (Residential)]

120683	309 JAMES ST..5-77	NEW COMMUNITY SHELTER INC	\$200.00	\$16,391.00	Pending
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[9-645 - Raze - Building or Structure (Residential)]

120684	709 ALMA ST..5-65	NEW COMMUNITY SHELTER INC	\$200.00	\$13,841.00	Pending
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[9-645 - Raze - Building or Structure (Residential)]

120706	822 HARRISON ST..18-556	COMBATTING HOMELESSNESS & DEPENDENCY INC	\$50.00	\$2,000.00	Pending
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[9-645 - Raze - Building or Structure (Residential)]

112461	1206 REDWOOD DR..1-1910	JAMES M FISHER	\$50.00	\$3,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

119938	1531 N MENNEN CT..6-497-B	HEATH R & TRACY J KRENZ	\$150.00	\$35,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] 24' X 44' NEW GARAGE

120025	1330 SANDSTONE PL..6H-3533	COURTNEY L CARR	\$175.00	\$15,000.00	Pending
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[11-1 - Swimming Pool (Residential)] ABOVE GROUND POOL W/ DECK

Added HVAC permit on 6/9/25

120082	2803 NICOLET DR..22-141	PHILIP J & KATHLEEN A HILGENBERG	\$152.00	\$200,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

120208	1332 9th ST..6-192-6-A	THOMAS F & SARAH L LARSEN	\$50.00	\$5,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

120244	621 GOODELL ST..17-1060	HEATHER F CLANCY	\$118.00	\$80,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] Needs a CUP. NOT YET APPROVED

120293	812 HUBBARD ST..4-38	NATHAN WALLENFANG	\$50.00	\$10,584.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE AND EXPAND DRIVEWAY OFF ALLEY TO FULL WIDTH OF PROPERTY - DRIVEWAY 65'X20'

120300	1322 HANNAH ST..3-1307	LUIS CHEVERENIEVES, ETAL	\$50.00	\$3,000.00	Pending
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[11-1 - Fence (Residential)] 6 FOOT WOOD PRIVACY FENCE
(would like to add the side yard fence w/gate beginning of spring 2026)

120404	415 MARYHILL DR..3-807	NHIA PAO VANG, ETAL	\$50.00	\$1,500.00	Pending
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[11-1 - Fence (Residential)]

120410	3176 MORNINGWOODS CT..21-8188	KIMBERLY & ANDREW R MAGYAR	\$100.00	\$10,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] 12x16 storage shed, 192 sq ft.

120422	3410 CONCERTO LN..21-7309	WOLFF MARY C FAMILY TRUST	\$50.00	\$7,000.00	Closed
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[11-1 - Fence (Residential)] Install 6 foot, white privacy fence along 115 feet of rear property line

120424	3641 STANFORD DR..21-7297	LAUREN & BRANT D PEARSON	\$50.00	\$6,500.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] Removing an old shed and putting in a new shed in the same place. Pleasee see uploaded shed plan.
**PERMIT SENT 6/2

120431	1012 THORNDAL CT..1-2573	MICHAEL C BIEDA	\$50.00	\$6,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] Replace driveway and walkway to front door
Owner has DPW permit for ROW work - Copies of permit in folder MB

120435	117 S FISK ST..6-250-1	JEANINE JACOBSON	\$50.00	\$6,341.00	Pending
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[11-1 - Fence (Residential)] Fencing backyard

120452	2669 INDIAN HILL DR..6H-2329	MICAH THILL	\$50.00	\$2,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

120462	1127 LANGLADE AV..1-1392-A	ERIC & TRACY MERREDITH	\$50.00	\$15,490.00	Pending
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR AND WATER CONTROL.

Inspection complete - CLOSE PERMIT UPON PROCESSING PAYMENT.

120468	1123 ROSCOE ST..1-383-B	CHERYL LEMKE	\$50.00	\$10,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION AND STAMPED WALKWAY TO FRONT ENTRANCE

120473	1646 LORETTA LN..21-2116-M-16	HOPE N SANDERFOOT	\$50.00	\$5,575.00	Pending
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[11-1 - Fence (Residential)] Removing 6ft privacy fence and replace with 4 ft chain link

120474	908 THRUSH ST..18-1267	KIMBERLEE HALL	\$50.00	\$3,000.00	Pending
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[11-1 - Fence (Residential)] 5 FOOT CHAIN LINK FENCE AND 6 FOOT HIGH WOOD PRIVACY FENCE

120479	806 COLONIAL AV..2-1296	STEVEN A RINER	\$50.00	\$6,000.00	Pending
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[11-1 - Fence (Residential)] 6 FOOT WOOD PRIVACY FENCE

120480	1520 CAREFUL DR..6-1027-26	JOSEPH GRAHAM	\$50.00	\$14,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] The driveway will be torn out, then WPS will bury their wires and the driveway will be replaced. A new patio on the North side of the house off the sun room will be added when the new driveway is poured. The new drive way will be widened near the house to tie in better to the existing walkway
**PERMIT SENT

120489	232 N LOCUST ST..6-108-H	LARRY HAMILL	\$100.00	\$20,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY & PATIO

****OWNER DROPPED OFF PERMIT APPLICATION AND TOLD FRONT OFFICE STAFF THAT HE DIDN'T CARE IF THE CONFIGURATION WAS NOT CORRECT AND THAT HE HAD ALREADY STARTED IT AND WAS GOING TO DO IT EITHER WAY - DOUBLE FEE.****

120491	2913 BUTTERCUP CT..6H-3740	ROBERT CARLSON	\$150.00	\$5,000.00	Pending
[11-1 - Swimming Pool (Residential)]					
120495	425-427 OAK ST..3-704	SONIA REYES	\$50.00	\$4,000.00	Pending
[11-1 - Fence (Residential)]					
120518	708 NORTHERN AV..18-1449	MIGUEL A GARCIA	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)] 6 FOOT WOOD PRIVACY FENCE					
120519	1162 DAY ST..7-62	CARLOS ANDRES VALLE NUNEZ	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)] 6' WOOD BACK YARD PRIVACY FENCE					
120545	1610 GATEWOOD ST..1-2340	RACHEL C & GREGORY S SCHLENDER	\$50.00	\$1,000.00	Pending
[11-1 - Fence (Residential)] We plan to install two lengths of fence from the west side of the home, up to, but not into, the existing neighbors' fence on the west side of the backyard. The fence will have one door, on the north side of the property, close to the house. Will keep the fence just inside of the property line. 5 FOOT WOOD PRIVACY FENCE					
120557	1923 HILLSIDE LN..21-2827-H-17	JEFFREY M & MARSHA L HEMB	\$50.00	\$1,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] stick framed shed					
120559	1165 LANGLADE AV..1-389	CYNTHIA J FEAY	\$50.00	\$6,000.00	Pending
[11-1 - Fence (Residential)] 6 FOOT WOOD PRIVACY FENCE					
120564	2174 CRESTWOOD SPRINGS DR..6H-3143	CORINNE L JOSLIN	\$50.00	\$9,700.75	Pending
[11-1 - Fence (Residential)] 6 FOOT VINYL PRIVACY FENCE					
120565	701 ROLLING GREEN DR..6H-2631	ZACH & KAILA LABONTE	\$50.00	\$21,761.72	Pending
[11-1 - Fence (Residential)] 6 foot Vinyl Privacy Fence					
120572	915 N NORTHVIEW RD..21-391-10	MARIA E & RUBEN R PONCE	\$145.00	\$50,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)]					
120574	321 N MAPLE AV..5-605	JAMES R & NICHOLINE M PEHMOELLER	\$50.00	\$4,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] removal and installation of new driveway to include area in front of garage. 24'x30'					
120578	2776 NEWBERRY AV..21-4447	NANCY A & PAUL S DUERR	\$50.00	\$10,500.00	Closed
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
120579	807 LINDEN DR..21-2144-F-7	ROBERT L & LYNN M RIVERA	\$50.00	\$15,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] Replace existing garage 22x19; Replace existing front porch; replace driveway 41x19					
120581	804 IRVINGTON ST..6-408	BRAD M BONVILLE	\$50.00	\$6,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPAIR					
120582	819 CORA ST..3-426	MCCLONE INVESTMENTS LLC	\$140.00	\$20,975.00	Pending
[11-1 - Foundation Repair (Residential)] CASE# 138132					
120585	390 E LE CAPITAIN CIR..21-4448	MARIA D SANCHEZMORA, ETAL	\$150.00	\$60,000.00	Pending
[11-1 - Swimming Pool (Residential)]					
120587	1262 MATHER ST..18-1364	DARRELL R FOLGER	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)]					
120592	1022 RAYMOND ST..2-69-C-5	LYNN M DELCHAMBRE	\$50.00	\$7,600.00	Pending

[11-1 - Fence (Residential)] wood and vinyl privacy fence

120602	325 N MAPLE AV..5-604	SANDRA L CURRY	\$50.00	\$12,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] installation of new driveway to include area in front of garage 20'x26'

120605	2009 SMITH ST..21-2445-N-16	MELISSA A MORA	\$50.00	\$5,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

120606	2436 VAN BEEK RD..21-3526	KAREN J ANDERSON	\$50.00	\$5,500.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] Have 8' x 12' shed placed on gravel base.

120607	835 11th AV..2-476	RONALD J DEVOS	\$50.00	\$6,300.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

120608	1133-1135 CRESTWOOD DR..6H-1155-5-A	BRIAN GESTRICH	\$50.00	\$5,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

120609	1836 10th AV..1-1235	KENDALL L PERRYMAN	\$50.00	\$1,500.00	Pending
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[11-1 - Fence (Residential)]

120610	3170 SUMMER PL..6H-4234	LEA WARRINGTON	\$50.00	\$3,486.00	Pending
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[11-1 - Fence (Residential)] 4 foot chain link fence, 152 feet. 5 ft from property line, east. 2.5 foot from property line north. 8 foot from property line west. House provides coverage south side.

120611	628 GEORGE ST..21-1926	JOHN H POWERS	\$50.00	\$15,000.00	Closed
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[11-1 - Driveway Replacement and/or Expansion (Residential)] Driveway extension into backyard.

120614	3361 PAULA ST..22-2177	MATTHEW M BAENEN, ETAL	\$50.00	\$18,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] concrete slab and shed to be built, and add to pre-existing concrete patio in back yard.

-Shed will be 12'x12' (144 sq/ft)

-8 ft walls on shed (see tr800 shed drawing all specs needed 4 plans)

-2 transom windows on upper south side of building (equally spaced)

- concrete anchors to concrete slab

120616	1338 ELIZA ST..17-547	CHARLOTTE & JAMES STECKART	\$50.00	\$8,700.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

120617	1225 CLEVELAND ST..1-148	TRACYS PROPERTIES LLC	\$50.00	\$1,800.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

120624	600 VROMAN ST..5-226	DANIEL BAILLARGEON	\$50.00	\$1,000.00	Pending
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[11-1 - Fence (Residential)] 6 FOOT WOOD PRIVACY FENCE

120635	800 SUNNY LN..6-811-12	IVAN MEYER	\$50.00	\$15,000.00	Closed
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

120636	1108 12th AV..1-690-A	JAMIE J CONRAD	\$150.00	\$25,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] 25x40 DETACHED GARAGE WITH ADDITIONAL DRIVEWAY

120647	1877 ST. AGNES DR..6-2979	GREGORY F & THERESA A BARRETT	\$50.00	\$3,500.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] Putting in third stall to left of driveway connecting to existing not to be more than 25ft wide per David Buck.

120648	1430 DAY ST..7-664	MICAH & TABITHA & JACOB ZUELKE	\$50.00	\$1,300.00	Pending
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[11-1 - Fence (Residential)] Yellow dotted line indicates the area of the fence. Approximately 62 ft. of 6 ft. high, solid-wood, privacy fence will be installed to enclose the side yard. The fence will be installed approximately 6.5 ft. from sidewalk, and will terminate at points of contact with the neighbors existing fence.

120654	3353 HEAVEN DR..21-7699	GINA M & MICHAEL A FREDRICKSON	\$50.00	\$12,378.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] Driveway expansion, new patio in back yard, fence along backyard of property.

120655	1695 DEBRA LN..21-1111-P-28 [11-1 - Fence (Residential)] Privacy fence	APRIL J DORN	\$50.00	\$1,600.00	Pending
120667	1135 EMILIE ST..17-154 [11-1 - Fence (Residential)] Install 363' of 4' tall galvanized chain link fencing 6" from property line with 1 10' wide gate at rear driveway entrance.	DANIEL J & NATALIE T PERRON	\$50.00	\$7,500.00	Pending
120714	363 FIELDSTONE CT..21-5019 [11-1 - Driveway Replacement and/or Expansion (Residential)]	DENNIS D & CONSTANCE CHRISTENSON	\$50.00	\$16,300.00	Pending
120726	924 S BAIRD ST..17-526 [11-1 - Driveway Replacement and/or Expansion (Residential)] case# 138892	BENIGNO REYES & LOURDES BAUTISTA	\$100.00	\$500.00	Pending
120732	1985 E TELEMARCK CIR..6H-4009 [11-1 - Driveway Replacement and/or Expansion (Residential)] Replace 1,693 sq ft of existing concrete driveway.	BRIAN D DOBBINS, ETAL	\$50.00	\$21,000.00	Pending
120733	1119 GROSS AV..1-115 [11-1 - Fence (Residential)] 135 ft. of 6 ft. high, vinyl, privacy fence along the lot lines to enclose the rear yard. The fence will be installed approximately 6 inches in from the lot lines. (Replacing existing 6" cedar fence)	MICHAEL WOIDA	\$50.00	\$7,038.00	Pending
120738	1837 ASPEN LN..6-2029 [11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY AND WALKWAYS - EXPAND DRIVEWAY TO WIDTH OF GARAGE	DERICK OWENS	\$50.00	\$7,500.00	Pending
120739	3285 WINDLAND DR..21-39-3 [11-1 - Fence (Residential)] Installation of 6' tall vinyl fence approximately 6" setback from property line on my North property border to enclose my backyard. The fence is indicated by the green dashed line in the site plan.	JEREMY & MARINA HOECHERL	\$50.00	\$4,685.00	Pending
120746	543 MASTERS LN..21-4130 [11-1 - Garage/Carport/Shed (residential)]	ERVIN VILLANUEVA PADIN	\$50.00	\$4,800.00	Pending
120770	816 JAMES ST..18-657 [11-1 - Driveway Replacement and/or Expansion (Residential)]	CATERINA C MURPHY	\$50.00	\$5,000.00	Pending
120795	2415 PECAN ST..21-3098 [11-1 - Fence (Residential)] Coming in office to pay	NOE RODRIGUEZ LEON	\$50.00	\$6,000.00	Pending
120796	874 7th ST..1-243 [11-1 - Driveway Replacement and/or Expansion (Residential)]	ALECIA K HOMA	\$50.00	\$7,000.00	Pending
120798	3378 CELINE WY..21-7726 [11-1 - Garage/Carport/Shed (residential)] Garden shed for storage	BERNARD W & SHELLEY M CARWARDINE	\$50.00	\$5,000.00	Pending
120810	2730 WHIPPOORWILL DR..6H-1430-K-22 [11-1 - Fence (Residential)] 4ft tall California style fence consisting of pressure treated 4x4 posts buried 4ft deep, 2x4 kick boards, and 2x4 rails. Fence will have coated galvanized welded wire stapled long the posts. 4 FOOT, WOOD FRAMED, WIRE FENCE	JOSEPH BALTUS	\$50.00	\$3,000.00	Pending
120812	1144 GRIGNON ST..17-206 [11-1 - Fence (Residential)]	DOUGLAS N & JEAN M HOFFMAN REVOCABLE TRUST	\$50.00	\$10,000.00	Closed
120830	909 BELLEVUE ST..21-1334-2-3 [11-1 - Fence (Residential)] Completing fence around back/side yard (yard facing Amy St). Will be 21 ft in from sidewalk, 32 ft from road and about 6" in from remaining property lines. Height ~ 5 ft. Gaps on fence plan are because fence already exists there.	RILEY ELIZABETH & MATTHEW R MALM	\$50.00	\$7,000.00	Pending
120832	1279 DOUSMAN ST..5-669 [11-1 - Garage/Carport/Shed (residential)] Build a 10 foot by 14 foot Tuff Shed	STARR & PETER LYON	\$50.00	\$6,900.00	Pending
120834	631 S CLAY ST..14-1131 [11-1 - Fence (Residential)] Fence being installed along North and South lot line from front of house to back lot line on North side and front of house to garage on South lot line.	DANIEL L FITZGERALD	\$50.00	\$9,946.00	Pending

120835	1930 OAKDALE AV..21-1880 [11-1 - Fence (Residential)] 6 ft backyard wooden dog ear privacy fence with 4 feet panels between the house and garage. 6 foot fence to extend parallel with the front of the house.	CAROL M BIRR	\$50.00	\$3,500.00	Pending
120847	2567 ST. STEVEN CT..6H-2230 [11-1 - Garage/Carport/Shed (residential)]	KERRY A ZILISCH	\$50.00	\$6,000.00	Pending
120849	3066 GILBERT DR..21-8393 [11-1 - Garage/Carport/Shed (residential)] permit sent* 6/30	TODD & SARA NAULT	\$50.00	\$9,000.00	Pending
120880	440 VICTORIA ST..21-2435 [11-1 - Fence (Residential)] CHAIN LINK AT THE BACK OF THE PROPERTY VINYL ON THE LEFT SIDE	MARCOS ALFREDO PUENTES	\$50.00	\$200.00	Pending
120897	1301 S RIDGE RD..1-434 [11-1 - Fence (Residential)] Replacing EXISTING" wood rail fence with "ornamental" style black powder-coated aluminum fence.	CALVARY LUTHERAN CHURCH	\$50.00	\$5,000.00	Pending
120943	832 MT MARY DR..21-1111-D-107 [11-1 - Foundation Repair (Residential)]	KONOP MELVIN W & JEAN L REVOCABLE TRUST	\$50.00	\$0.00	Pending
120567	840 S MAPLE AV..2-240 [30-434 - Commercial - Alteration - Multi-Family of 3 or more units]	SHIPYARD GROUP LLC	\$330.00	\$9,000.00	Pending
120568	846 S MAPLE AV ..2-240 [30-434 - Commercial - Alteration - Multi-Family of 3 or more units]	SHIPYARD GROUP LLC	\$260.00	\$9,000.00	Pending
120569	604 5th ST..2-240 [30-434 - Commercial - Alteration - Multi-Family of 3 or more units]	SHIPYARD GROUP LLC	\$330.00	\$9,000.00	Pending
117919	113 S MILITARY AV..6-251-D [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] RICOS BURRITO EXPANSION HVAC Balance Report Required Approved BLDG plan in drag file	MARKET BACELINE LLC	\$2,429.50	\$7,800.00	Pending
119533	314 S BAIRD ST..14-1438 [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]	GREEN BAY AREA PUBLIC SCHOOL DISTRICT WASHINGTON	\$2,800.11	\$200,000.00	Pending
119855	1459 ELM ST..8-142 [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] CASE# 137974	RANKIN GB HOLDINGS VIII LLC	\$140.00	\$1,625.00	Pending
120191	1919 S BROADWAY..1-1407 [31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)] EC approved 6/2/25	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$770.32	\$250,000.00	Pending
120315	724 DAY ST..7-22 [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] 2 OVERHEAD DOORS, EXTERIOR SERVICE DOOR, INTERIOR SERVICE DOOR, INDOOR FENCE & DIVIDING WALL, ADD ELEC	ALL DAY PROPERTIES LLC	\$560.00	\$100,000.00	Pending
120438	626 PINEHURST AV..21-100-5 [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] REMODEL OF EXISTING 1ST FLOOR BATHROOM AND OFFICE AREA	GREEN BAY AREA PUBLIC SCHOOL DISTRICT MARTIN	\$1,858.12	\$780,635.00	Pending
120442	525 S MADISON ST..15-133 [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]	GREEN BAY AREA PUBLIC SCHOOL DISTRICT HOWE	\$7,616.99	\$2,300,000.00	Pending
120520	2222 DECKNER AV..21-1178 [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Addition/ Alteration for a kitchen	GREEN BAY AREA PUBLIC SCHOOL DISTRICT PREBLE	\$1,534.68	\$200,000.00	Pending
120562	835 S VAN BUREN ST..16-293 [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] *permit sent work starts 6/9	SAINT VINCENT HOSPITAL ETAL	\$433.58	\$233,225.00	Pending

120570	430 N HENRY ST..21-1216-2	FROMAGE SPA LLC	\$669.24	\$182,736.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] *NO HVAC INSP UNITL HVAC PLANS TURNED IN PLBG - PROJ#120123					
120584	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$278.00	\$420,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
120591	1567 DECKNER AV..8-391	GREEN BAY AREA PUBLIC SCHOOL DISTRICT SULLIVAN	\$29,884.62	\$5,000,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
120627	1331 PACKERLAND DR..6H-1127-3	GREEN BAY AREA PUBLIC SCHOOL DISTRICT SOUTHWEST	\$210.00	\$673,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
120640	1233 LORE LN..6-140-A	GREEN BAY AREA PUBLIC SCHOOL DISTRICT FRANKLIN	\$7,072.28	\$739,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
120718	1726 SHAWANO AV..6-235-A	SAINT MARYS HOSPITAL MEDICAL CENTER OF G B INC	\$1,376.00	\$841,369.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
120720	1125 W MASON ST..2-1102	GRAJEDA INVESTMENTS LLC	\$70.00	\$30,500.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
120729	339 S BROADWAY..3-563-1	GUPPO LLC	\$796.00	\$26,750.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
120749	1313 BAY BEACH RD..21-440-1	GREEN BAY CITY OF BAY BEACH	\$0.00	\$250,391.00	Pending
[31-318 - Commercial - New - Amusement, Social, Recreation (theaters, auditoriums, YMCA's w/o beds, bowling alleys, radio/tv studios, athletic & social clubs, arenas, skating rinks)] PREFABRICATED BATHROOM/ WEST TRAIN RIDE POJECT SITE PLAN UNDER P#119007					
120755	1313 BAY BEACH RD..21-440-1	GREEN BAY CITY OF BAY BEACH	\$0.00	\$207,414.00	Pending
[31-329 - Commercial - New - Structures Other Than Buildings (parks, outdoor stadiums, marinas, outdoor swimming pools, outdoor theaters, boardwalks, wharves, docks).] 2 PAVILIONS/ TRAIN RIDE PROJECT SITE PLAN UNDER P#119007					
118595	1629 MAIN ST..21-2005-3	TODD W JEROVETZ	\$260.00	\$35,000.00	Pending
[34-1 - Cell Tower - Alteration to Existing (Commercial)]					
119782	1577 LANGLADE AV..6-299-A	ROCK LAKE PROPERTIES LLC	\$580.00	\$6,500.00	Pending
[34-649 - Raze- Building or Structure (Commercial)] EC APPROVED 4/8/25 CASE#138342					
119902	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$795.00	\$1,300,000.00	Pending
[34-1 - Parking Lot - New & Reconstruction (Commerical)] EC APPROVED 5/27/25 **permit sent					
120109	1015 S MONROE AV..16-110	GREEN BAY AREA PUBLIC SCHOOL DISTRICT	\$895.68	\$208,575.00	Pending
[34-1 - Parking Lot - New & Reconstruction (Commerical)] COA approved 4/18/25 \$500 SW fee \$5000 SWB EC APPROVED 5/19/25					
120342	2040 HILLSIDE LN..21-446-2	SAINT BERNARD CONGREGATION	\$70.00	\$750.00	Pending
[34-1 - Temporary Office/Trailer/Event (Commercial)]					
120445	2430 E MASON ST..21-126-11	SKY GREEN BAY LLC	\$210.00	\$1,935,188.00	Pending
[34-649 - Demolition - Interior (Commercial)]					
120494	200 S WASHINGTON ST..13-1	NICOLET REAL ESTATE AND INVESTMENTS CORP	\$210.00	\$20,972.00	Pending
[34-649 - Demolition - Interior (Commercial)]					

120530	704 S WEBSTER AV..14-824-9 [34-1 - Z - Misc Project Not Listed (Commercial)]	BELLIN MEMORIAL HOSPITAL INC	\$70.00	\$36,500.00	Pending
120552	831 S MILITARY AV ..6-169 [34-1 - Temporary Office/Trailer/Event (Commercial)]	AAM GREEN BAY PLAZA LLC	\$70.00	\$5,000.00	Pending
120576	2448 UNIVERSITY AV..21-1251-A [34-1 - Temporary Office/Trailer/Event (Commercial)]	UNIVERSITY AVENUE CENTER LLC	\$70.00	\$5,000.00	Pending
120595	601 S WEBSTER AV..14-860 [34-1 - Temporary Office/Trailer/Event (Commercial)] 2025 BELLIN RUN TENT June 9th thru 16th	GREEN BAY CITY OF PARK BAIRD	\$70.00	\$550.00	Pending
120598	1100 PORLIER ST..17-1052 [34-1 - Temporary Office/Trailer/Event (Commercial)] 2025 BELLIN RUN TENT june 9th thru 16th	GREEN BAY CITY OF PARK ASTOR	\$140.00	\$13,100.00	Closed
120599	709 S WEBSTER AV..14-856 [34-1 - Temporary Office/Trailer/Event (Commercial)] 2025 BELLIN RUN TENT JUNE 12TH THRU JUNE 14TH	BELLIN MEMORIAL HOSPITAL	\$140.00	\$1,100.00	Closed
120600	1301 STATE ST..1-1372 [34-1 - Z - Misc Project Not Listed (Commercial)]	CONSTRUCTION RESOURCES MANAGEMENT INC	\$170.00	\$750,000.00	Pending
120629	525 S MADISON ST..15-133 [34-1 - Window, Door - Replacement (Commercial)] WINDOW REPLACEMENT Windows only	GREEN BAY AREA PUBLIC SCHOOL DISTRICT HOWE	\$70.00	\$370,345.00	Pending
120631	1567 DECKNER AV..8-391 [34-1 - Window, Door - Replacement (Commercial)] WINDOW REPLACEMENT Windows only	GREEN BAY AREA PUBLIC SCHOOL DISTRICT SULLIVAN	\$70.00	\$961,175.00	Pending
120634	1820 AUGUST ST..21-1355-15 [34-1 - Roofing (Commercial)] CASE#138278	AI YU ZHENG	\$140.00	\$22,000.00	Closed
120662	622 ELIZA ST..16-110 [34-1 - Roofing (Commercial)]	GREEN BAY AREA PUBLIC SCHOOL DISTRICT	\$225.00	\$431,200.00	Pending
120740	2740 W MASON ST..6H-1752 [34-1 - Roofing (Commercial)]	NORTHEAST WISCONSIN TECHNICAL COLLEGE	\$453.00	\$450,000.00	Pending
120816	1233 VELP AV..18-156 [34-1 - Z - Misc Project Not Listed (Commercial)]	SAIVIHAN LLC	\$280.00	\$210,000.00	Pending
120827	140 RESERVE ST..6-692 [34-1 - Parking Lot - New & Reconstruction (Commerical)] REPAIR PARKING LOT PER COMPLAINT 138624 NO EXPANSIONS PERMITTED	GERONDALE APARTMENTS LLC	\$70.00	\$40,000.00	Pending
120383	131 JAMES ST..5-139 [40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]	WISCONSIN CENTRAL LTD	\$210.00	\$75,000.00	Pending
120524	1400 N BAIRD ST..21-1198-6 [40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]	PERRY PARK PARTNERS ETAL	\$70.00	\$2,000.00	Pending
120525	1400 N BAIRD ST..21-1198-6 [40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]	PERRY PARK PARTNERS ETAL	\$70.00	\$2,000.00	Pending
120526	1400 N BAIRD ST..21-1198-6 [40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]	PERRY PARK PARTNERS ETAL	\$70.00	\$2,000.00	Pending

120527	1400 N BAIRD ST..21-1198-6	PERRY PARK PARTNERS ETAL	\$70.00	\$2,000.00	Pending
	[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]				
120528	1400 N BAIRD ST..21-1198-6	PERRY PARK PARTNERS ETAL	\$70.00	\$2,000.00	Pending
	[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]				
120529	1400 N BAIRD ST..21-1198-6	PERRY PARK PARTNERS ETAL	\$70.00	\$2,000.00	Pending
	[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]				
120534	2734 HAZELWOOD LN..6H-1508-M-56	TIMOTHY GIESE	\$50.00	\$3,501.00	Closed
	[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]				
120643	416 HARVARD ST..5-383	KRISTOFER M & LUCY RICE	\$50.00	\$3,250.00	Pending
	[40-53 - Electrical Service - Change (Residential)]				
120670	1101 S FISK ST..6-290-B-1	SHAWN ALSTEEN	\$50.00	\$900.00	Closed
	[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]				
120671	1103 S FISK ST..6-290-B	BETH A ALBRECHT	\$50.00	\$900.00	Closed
	[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]				
120685	1803 FIESTA LN..21-495-11	DALLAS E MILLER	\$50.00	\$700.00	Closed
	[40-55 - Electrical Service - Repair (Residential)]				
120689	1062-1064 LAVERNE DR ..21-429-1-2	RISE & SHINE RETREATS LLC	\$50.00	\$2,200.00	Closed
	[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]				
120704	976 ST. CHARLES DR..21-1111-D-20	JAMES J & KAREN K FLOOD	\$50.00	\$4,000.00	Closed
	[40-53 - Electrical Service - Change (Residential)]				
120741	2009 PREBLE AV..21-2196	LORI L HELLER	\$50.00	\$500.00	Pending
	[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]				
120742	709 S BROADWAY..2-102	& RONALD L & RACHEL A SHIP HAPPENS LLC	\$70.00	\$1,500.00	Closed
	[40-54 - Electrical Service - Repair (Commercial)] 709 S BROADWAY (711 UNIT)				
120757	1570 ELIZABETH ST..21-602	GREEN BAY LABOR TEMPLE ASSN	\$70.00	\$3,500.00	Closed
	[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]				
120776	1132 REBER ST..20-36	JANET ROBLEDO	\$100.00	\$13,000.00	Closed
	[40-61 - Solar Panels - Electric]				
120777	1303 CHERRY ST..14-124	GRETA M JOCHMAN	\$100.00	\$23,000.00	Closed
	[40-61 - Solar Panels - Electric]				
120797	200 S ADAMS ST..13-43	MOWGS LLC	\$140.00	\$147,000.00	Pending
	[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]				
120799	1169 CHICAGO ST..14-1047	NATIONAL PROPERTY SOLUTIONS LLC	\$50.00	\$500.00	Pending
	[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]				
120801	1634 LOUISE ST..21-1334-17	BRIDGET GERLIKOVSKY	\$50.00	\$6,250.00	Pending
	[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]				
120819	519 S ONEIDA ST..2-988	GREEN BAY CITY OF	\$0.00	\$26,700.00	Closed

[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

120829	241 SWISS HILL DR..21-82-5	GILBERTO RIVERA JR FAMILY TRUST	\$50.00	\$1,000.00	Closed
[40-55 - Electrical Service - Repair (Residential)] REPAIR SERVICE MAST FROM TREE DAMAGE AND REPLACE LOAD CENTER					
120857	2487 EILEEN ST..21-3543	RICHARD A & MARY B KRAINZ	\$50.00	\$1,500.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
120889	1257 KELLOGG ST..5-1729	RACHEL BUKOURICZ	\$50.00	\$2,200.00	Pending
[40-55 - Electrical Service - Repair (Residential)] *NOT PART OF REMODEL					
120893	3445 PAULA ST..22-2194	DAVID JAMES STINSON	\$50.00	\$1,500.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
120934	3085 SUMMER PL..6H-2961	CHRISTINE M IBRAHIM LIVING TRUST	\$50.00	\$1,800.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] UPGRADE TO 200 AMP					
119923	812 LINCOLN ST..18-674	MIKE HORNE	\$50.00	\$7,000.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
120000	1140 LIVINGSTON ST..21-6184	JAMES B & DEBORA R HUTCHISON	\$50.00	\$5,000.00	Closed
[50-45 - Heating Unit Only (Residential)]					
120001	211 S BROADWAY..3-316	CANADY & CO LLC	\$70.00	\$8,000.00	Closed
[50-42 - Heating and Air Conditioning Units (Commercial)]					
120477	1715 ESTATES CT..6-1547	BELIEVACATION LLC	\$200.00	\$5,600.00	Pending
[50-49 - Repair/Alter Existing HVAC System (Residential)] *DOUBLE FEE PER EVAN HVAC & ELEC HVAC PAID, NOT ELEC YET - TX 6/11					
120533	1250 RALEIGH ST..1-2450	ELIZABETH A SEERING	\$50.00	\$13,460.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
120544	2734 HAZELWOOD LN..6H-1508-M-56	ADAM R THOMSON	\$50.00	\$22,204.00	Closed
[50-41 - AC Unit Only (Residential)]					
120546	1846-1848 ST. AGNES DR..6-309-5	MONTY & PEGGY YOUNG REVOCABLE TRUST	\$50.00	\$7,830.00	Pending
[50-45 - Heating Unit Only (Residential)]					
120550	139 S BUCHANAN ST..3-211	RALPH B LYMAN, ETAL	\$50.00	\$14,500.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
120553	1705 EASTMAN AV..21-1191	THOMAS A OLSON	\$50.00	\$4,425.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
120555	1181 REED ST..3-1056-A	VALERIE A FUNK	\$50.00	\$17,284.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
120586	1108 CLAYTON PL..21-3217	STEVEN KUE	\$50.00	\$6,319.00	Pending
[50-41 - AC Unit Only (Residential)]					
120588	884 SHAWANO AV..3-25	JANEL R DEGRAVE	\$50.00	\$4,000.00	Pending
[50-41 - AC Unit Only (Residential)]					
120594	228 OAK GROVE AV..21-2400	NORMA L ROBERTSON	\$50.00	\$6,650.00	Pending

[50-41 - AC Unit Only (Residential)]

120601	841 NICOLET AV..2-722	ERIC DEWICK	\$50.00	\$4,720.00	Pending
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[50-45 - Heating Unit Only (Residential)]

120618	150 N ASHLAND AV..4-173	DOUGLAS C JENSEN	\$50.00	\$4,250.00	Closed
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[50-45 - Heating Unit Only (Residential)]

120619	150 N ASHLAND AV..4-173	DOUGLAS C JENSEN	\$50.00	\$4,300.00	Closed
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[50-45 - Heating Unit Only (Residential)]

120637	2350 SUNRISE CT..21-100-12	MARLENE A HARR	\$50.00	\$6,500.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

120641	1818 JUNIPER DR..21-3225	RICHARD C SASS, ETAL	\$50.00	\$13,000.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

120642	1860 NEWBERRY AV..21-1851-1	CARLENE FRICKELTON	\$50.00	\$6,000.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

120644	2390 E MASON ST..21-126-17	WOOF GREEN BAY EAST LLC	\$140.00	\$1.00	Pending
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[50-42 - Heating and Air Conditioning Units (Commercial)]

120657	2848 CASTLE HILL LN..21-5043	SUZIE L PRUE	\$50.00	\$6,970.00	Pending
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[50-41 - AC Unit Only (Residential)]

120658	661 LAVERNE DR..21-1111-D-124	NICOLE L & DAVID J VOELKER	\$50.00	\$7,918.00	Closed
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[50-41 - AC Unit Only (Residential)]

120659	1436 SHANNON ST..6-1155	KILLORAN SALLY J MARTIAL TRUST	\$50.00	\$10,564.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

120660	504 PORLIER ST..16-65	JOHN M & JENNIFER R STEFFEL REVOCABLE TRUST	\$50.00	\$10,350.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

120661	1015 S BEAVER DAM DR..6-2293	JUSTIN D & KATHRYN J KNITT	\$50.00	\$4,759.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

120663	520 PINE TERR..6-2512	STEPHANIE ORTIZ	\$50.00	\$7,650.00	Pending
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[50-41 - AC Unit Only (Residential)]

120664	1933 STRAWBERRY LN..6H-1508-M-4	SUSAN M & RICHARD A NUTHALS	\$50.00	\$10,100.00	Pending
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[50-41 - AC Unit Only (Residential)]

120687	1500 7th ST..6-494	HEIDI A & CHRIS G LICHON	\$50.00	\$11,700.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

120690	1226 GROSS AV..1-153	SHELLIE A VERDEGAN	\$50.00	\$4,600.00	Pending
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[50-41 - AC Unit Only (Residential)]

120691	1021 DOWNER ST..6-2310	SEAN M MARTIN	\$50.00	\$4,350.00	Pending
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[50-41 - AC Unit Only (Residential)]

120701	728 ELMORE ST..5-1079	DENISE C & ANDREW A CLARK	\$50.00	\$12,823.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

120702	1145 FROST CT..21-6410-95 [50-43 - Heating and Air Conditioning Units (Residential)]	SCOTT D & KATHY PETITJEAN	\$50.00	\$12,604.00	Closed
120703	1300 CRESTWOOD DR..6H-1166-19 [50-41 - AC Unit Only (Residential)]	WEBSTER PROPERTIES LLC	\$50.00	\$6,621.00	Pending
120705	1152 S MILITARY AV ..6-511 [50-42 - Heating and Air Conditioning Units (Commercial)]	BESTER DEVELOPMENT CO LLP	\$70.00	\$10,000.00	Closed
120710	3527 FINGER RD..21-16-4 [50-41 - AC Unit Only (Residential)]	HOLLY M SMEESTER	\$50.00	\$8,428.00	Closed
120712	146 REGAN ST..6-1898 [50-41 - AC Unit Only (Residential)]	STEVEN A & MARY V TROGE, ETAL	\$50.00	\$6,957.00	Pending
120713	3118 GREENVIEW DR..21-4136 [50-41 - AC Unit Only (Residential)]	SUZANNE M & EDWARD M ROSEK	\$50.00	\$7,800.00	Closed
120715	830 SPENCE ST..2-1367 [50-41 - AC Unit Only (Residential)]	ALEX PLASCENCIA	\$50.00	\$6,639.00	Pending
120719	2847 N FOX RUN CIR..21-5071 [50-41 - AC Unit Only (Residential)]	HAILEY M CROWE	\$50.00	\$6,219.00	Pending
120721	1822 LAKE LARGO DR..21-262-8 [50-41 - AC Unit Only (Residential)]	KAREN A JOSKI REVOCABLE TRUST	\$50.00	\$8,662.00	Pending
120751	3483 BLACKWOLF RN..22-1866 [50-41 - AC Unit Only (Residential)]	MATTHEW E & MELISSA A TOCHTERMAN	\$50.00	\$6,200.00	Pending
120752	2751 NEWBERRY AV..21-4456 [50-41 - AC Unit Only (Residential)]	KARI L & MARK D WASELCHUK	\$50.00	\$5,187.00	Closed
120754	2855 CASTLE HILL LN..21-5038 [50-41 - AC Unit Only (Residential)]	SANDRA G TILLY	\$50.00	\$6,095.00	Pending
120760	1142 LOCH DR..6-645 [50-41 - AC Unit Only (Residential)]	JEREMY D HAUTALA	\$50.00	\$9,500.00	Pending
120766	1638 FARLIN AV..19-395 [50-41 - AC Unit Only (Residential)]	MIRANDA CUELLAR-TREJO	\$50.00	\$2,380.00	Pending
120773	2506 WANDERING SPRINGS ST..23-290 [50-41 - AC Unit Only (Residential)]	SEVCIK ELMER A & CAROL A REVOCABLE TRUST	\$50.00	\$7,819.00	Pending
120780	1407 RUSSELL ST..6-544-B [50-41 - AC Unit Only (Residential)]	WARREN J & ELBEGZAYA LANG	\$50.00	\$5,750.00	Pending
120781	1020 DEVONWOOD DR..6-2614 [50-41 - AC Unit Only (Residential)]	VICTOR & RAUL LEON BARRIENTOS RAMIREZ	\$50.00	\$4,300.00	Pending
120782	1587 AMY ST..8-654 [50-41 - AC Unit Only (Residential)]	TROIE ADRIANNE & HONEYLETT ARCENAS GILLEGIO	\$50.00	\$5,350.00	Pending
120789	712 S CLAY ST..14-841	JAMES W EMMEL	\$50.00	\$14,750.00	Pending

[50-41 - AC Unit Only (Residential)]

120790	734 LAVERNE DR..21-1111-D-158	MARIAH M & JAKEB F BENNETT	\$50.00	\$4,550.00	Pending
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[50-41 - AC Unit Only (Residential)]

120791	368 HUTH ST..21-2827-H-4	MARIA A & JOSE VERA	\$50.00	\$5,700.00	Pending
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[50-41 - AC Unit Only (Residential)]

120792	1115 LIBERTY ST..1-2236	ERIC M & SANDRA M JUNOT	\$50.00	\$5,300.00	Pending
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[50-41 - AC Unit Only (Residential)]

120793	2473 MORNING STAR TR..21-3922	ROGER M & MARY E WITTIG REVOCABLE TRUST	\$50.00	\$12,800.00	Pending
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[50-41 - AC Unit Only (Residential)]

120794	1020 MARSHALL AV..18-302	GARY L FONTAINE	\$50.00	\$10,000.00	Pending
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[50-41 - AC Unit Only (Residential)]

120822	1087 KENWOOD ST..1-2640	CHRISTINE BARRETTE	\$50.00	\$6,492.00	Pending
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[50-45 - Heating Unit Only (Residential)]

120911	3270 EASTWAY DR..21-7187	RICKY L & DONNA M LARDINOIS	\$50.00	\$14,050.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

120920	124 S BROADWAY..3-322	BRIAN BUNKLEMAN	\$70.00	\$8,000.00	Pending
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[50-40 - AC Unit Only (Commercial)] ROOF TOP REPLACEMENT

119422	2056 MAIN ST..21-1361-3-6	C&H ENTERPRISES LLC	\$155.00	\$15,000.00	Pending
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[60-24 - Repair/Alter Existing Plumbing System (Commercial)] New grease trap and proper DWV and water piping for commercial sinks.

120391	916 GOODELL ST..17-700	JOYCE L TORRES	\$50.00	\$9,450.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

120558	424 GILBERT CT..21-6668-51	RICHARD P & SHARON L METZNER	\$50.00	\$15,500.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

120560	513 SILVER SPRING DR..6-2859-4	MARY JO ROD	\$50.00	\$1,190.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

120561	1619 WESTFIELD AV..6-230-G	MATTHEW J & CAMI S HAGEN	\$50.00	\$1,203.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

120577	1181 OREGON ST..5-1543	JUDY F FERRIS	\$30.00	\$700.00	Pending
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[60-33 - Storm Sewers - Connection/Repair (Residential)]

120604	1560 WESTERN AV..6-134	ALDI INC	\$70.00	\$10,000.00	Closed
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[60-20 - Misc Plumbing (treament systems, grease traps, backflow valve)(Commercial)]

120620	1103 S ROOSEVELT ST..17-243-A	SCHAEFER LLOYD G REVOCABLE TRUST	\$50.00	\$1,600.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

120622	1107 S ROOSEVELT ST..17-243	SCHAEFER LLOYD G REVOCABLE TRUST	\$50.00	\$1,600.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

120623	1621 ST. CHRISTOPHER CT..6H-2134	RICHARD KNUTH	\$50.00	\$1,600.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

120632	1150 CASS ST..14-1140 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	SALLY O COLLINS, ETAL	\$50.00	\$6,513.00	Pending
120652	1821-1823 SUSAN LN..6-2490 [60-33 - Storm Sewers - Connection/Repair (Residential)]	DAFFINSON PROPERTIES #5 LLC	\$30.00	\$3,000.00	Pending
120653	1834 GARY LN..6-1636-11 [60-33 - Storm Sewers - Connection/Repair (Residential)]	ELTON GEORGE & BRITTANY COLE	\$30.00	\$3,000.00	Pending
120674	414 N OAKLAND AV..5-1493 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	CHA YANG, ETAL	\$50.00	\$4,000.00	Closed
120675	1781 SUSAN LN..6-2381 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	CHIA & CHUE Y THAO	\$50.00	\$787.00	Pending
120679	1850 ADLER WAY..6-2683 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	DAVID A & LYNN M JASCH	\$50.00	\$17,742.00	Pending
120735	2683 SENECA CT..6H-2320 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	JANICE F QUISTORFF REVOCABLE TRUST OF 2025	\$50.00	\$1,820.00	Pending
120764	315 14th AV..3-757 [60-27 - Water Heater (Residential)]	CODY C & KAITLYN A OPELT	\$30.00	\$6,190.00	Pending
120779	324 COUNTRY CLUB RD..6H-1035-1 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	RICHARD & ALVIN SUMMERS	\$50.00	\$974.00	Pending
120783	2545 INDIAN HILL DR..6H-1053-7 [60-27 - Water Heater (Residential)]	DAVID CHAMPINE	\$30.00	\$2,500.00	Pending
120803	1238 STATE ST..1-825 [60-24 - Repair/Alter Existing Plumbing System (Commercial)]	STATE STREET PUB OF GREEN BAY LLC	\$70.00	\$10,000.00	Pending
120818	1308 S NORWOOD AV..1-941 [60-30 - Sanitary Sewers - Connection/Repair (Commercial)]	CFAA REAL ESTATE LLC	\$30.00	\$10,000.00	Pending
120846	3722 CATALINA DR..21-4-C [60-25 - Repair/Alter Existing Plumbing System (Residential)]	JAMES E & MARTHA J GORZLANCYK	\$50.00	\$9,170.00	Closed
120850	1544 FARLIN AV..19-30 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	SHANE & BARBARA LUCHT	\$50.00	\$888.00	Pending
120851	2407 MANITOWOC RD..21-3069 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	SARA GALLEGOS	\$50.00	\$7,174.00	Pending
120853	1404 SONATA CT..21-6093 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	MICHAEL J DEGRAND	\$50.00	\$14,379.00	Pending
120854	1800 TREELAND DR..6H-2117 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	CAROL J WALLA REVOCABLE TRUST	\$50.00	\$8,988.00	Pending
120909	610 MARYHILL DR..6-140 [60-36 - Lawn Sprinklers (Commercial)] *permit sent 6/25	PREMONSTRATENSIAN FATHERS	\$70.00	\$10,000.00	Pending

119412	201 N WASHINGTON ST..12-23	GOELZ JEFFREY J LIVING TRUST	\$141.75	\$4,000.00	Pending
[70-1 - Signs - Permanent] 11.5 x 9.0 wall sign on Washington side of building					
120200	2390 E MASON ST..21-126-17	WOOF GREEN BAY EAST LLC	\$263.00	\$16,000.00	Pending
[70-1 - Signs - Permanent] Petco store front sign and monument face					
120484	2970 WALKER DR..21-161-4	L&G REAL ESTATE LLC	\$40.00	\$300.00	Pending
[70-1 - Signs - Temporary] 3'x9' banner sign					
120728	121 PACKERLAND DR..6H-1052-3	CHASCH ENTERPRISES LLC	\$126.00	\$5,000.00	Pending
[70-1 - Signs - Permanent] New cabinet and faces along with electronic message center					
120730	2401 DECKNER AV..21-3685	NEW HOPE PRESBYTERIAN CHURCH INC	\$40.00	\$205.00	Pending
[70-1 - Signs - Temporary] 2x10 feather sign inside of southern sidewalk					
120748	113 S MILITARY AV..6-251-D	MARKET BACELINE LLC	\$40.00	\$150.00	Pending
[70-1 - Signs - Temporary] 2 Feather signs corner of Military and Dousman. 2'x9'					
120845	2610 TROJAN DR..6H-1115-B	BIRCHWOOD APTS LLC	\$96.00	\$2,300.00	Pending
[70-1 - Signs - Permanent] 2'X6' POLY METAL NAME/DIRECTIONAL SIGN					
120856	1203 S MILITARY AV..6-199-5	TMC PROPERTIES LLC	\$40.00	\$50.00	Pending
[70-1 - Signs - Temporary] South wall 6x6 temporary vinyl wall sign					
Totals: 312 projects			\$86,133.70	\$22,994,185.47	

Summary of Projects Issued

6/1/2025 to 6/30/2025

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	2	2	3	2	2	2	2	2	\$2,290.11	\$875,000.00
2 Residential - Addition - Single Family House	1	1	1	1	1	0	0	0	\$150.00	\$30,000.00
2 Residential - Alteration - 1 -2 Family House	28	3	9	28	14	2	8	1	\$3,668.72	\$499,069.00
7 Deck, Porch, Patio, Ramp (Residential)	26	3	5	26	1	0	0	0	\$1,675.00	\$246,595.00
9 Demolition - Interior (Residential)	3	0	0	3	0	0	2	2	\$450.00	\$14,430.00
9 Raze - Building or Structure (Residential)	6	0	0	6	0	0	5	5	\$1,050.00	\$69,877.00
11 Driveway Replacement and/or Expansion (Residential)	27	0	0	27	0	0	0	0	\$1,450.00	\$243,062.00
11 Fence (Residential)	32	0	0	32	0	0	0	0	\$1,600.00	\$161,233.47
11 Foundation Repair (Residential)	3	0	0	3	0	0	1	0	\$240.00	\$36,465.00
11 Garage/Carport/Shed (residential)	16	2	2	16	6	0	0	0	\$1,315.00	\$467,700.00
11 Swimming Pool (Residential)	3	2	1	3	3	2	0	0	\$475.00	\$80,000.00
30 Commercial - Alteration - Multi-Family of 3 or more units	3	0	0	3	3	2	3	0	\$920.00	\$27,000.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	16	0	18	16	15	10	8	0	\$57,729.12	\$11,736,640.00
31 Commercial - New - Amusement, Social, Recreation (theaters, auditoriums, YMCA's w/o beds, bowling alleys, radio/tv studios, athletic & social clubs, arenas, skating rinks)	1	0	0	1	1	0	1	0	\$0.00	\$250,391.00
31 Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)	1	1	1	1	1	0	0	1	\$770.32	\$250,000.00
31 Commercial - New - Structures Other Than Buildings (parks, outdoor stadiums, marinas, outdoor swimming pools, outdoor theaters, boardwalks, wharves, docks).	1	0	0	1	0	0	0	0	\$0.00	\$207,414.00
34 Cell Tower - Alteration to Existing (Commercial)	1	1	0	1	1	0	0	0	\$260.00	\$35,000.00
34 Demolition - Interior (Commercial)	2	0	0	2	2	1	1	0	\$420.00	\$1,956,160.00
34 Parking Lot - New & Reconstruction (Commercial)	3	2	0	3	0	0	0	2	\$1,760.68	\$1,548,575.00
34 Raze- Building or Structure (Commercial)	1	0	0	1	0	0	1	1	\$580.00	\$6,500.00
34 Roofing (Commercial)	3	0	0	3	0	0	1	0	\$818.00	\$903,200.00
34 Temporary Office/Trailer/Event (Commercial)	6	0	0	6	2	0	0	0	\$560.00	\$25,500.00
34 Window, Door - Replacement (Commercial)	2	0	0	2	0	0	0	0	\$140.00	\$1,331,520.00
34 Z - Misc Project Not Listed (Commercial)	3	0	1	3	1	0	0	0	\$520.00	\$996,500.00
40 Electrical Service - Repair (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$1,500.00
40 Electrical Service - Change (Residential)	2	0	0	0	2	0	0	0	\$100.00	\$7,250.00
40 Electrical Service - Repair (Residential)	3	0	0	0	3	0	0	0	\$150.00	\$3,900.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	10	0	0	0	10	0	0	0	\$840.00	\$264,200.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	10	0	0	0	10	0	0	0	\$500.00	\$19,551.00
40 Solar Panels - Electric	2	0	0	2	2	0	0	0	\$200.00	\$36,000.00
50 AC Unit Only (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$8,000.00
50 AC Unit Only (Residential)	32	0	0	0	0	32	0	0	\$1,600.00	\$237,768.00
50 Heating and Air Conditioning Units (Commercial)	3	0	0	0	0	3	0	0	\$280.00	\$18,001.00
50 Heating and Air Conditioning Units (Residential)	15	0	0	0	0	15	0	0	\$750.00	\$159,019.00

50 Heating Unit Only (Residential)	6	0	0	0	0	6	0	0	\$300.00	\$32,592.00
50 Repair/Alter Existing HVAC System (Residential)	1	0	0	0	1	1	0	0	\$200.00	\$5,600.00
60 Lawn Sprinklers (Commercial)	1	0	0	0	0	0	1	0	\$70.00	\$10,000.00
60 Misc Plumbing (treament systems, grease traps, backflow valve)(Commercial)	1	0	0	0	0	0	1	0	\$70.00	\$10,000.00
60 Repair/Alter Existing Plumbing System (Commercial)	2	0	1	0	0	0	2	0	\$225.00	\$25,000.00
60 Repair/Alter Existing Plumbing System (Residential)	18	0	0	0	0	0	18	0	\$900.00	\$104,578.00
60 Sanitary Sewers - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$10,000.00
60 Storm Sewers - Connection/Repair (Residential)	3	0	0	0	0	0	3	0	\$90.00	\$6,700.00
60 Water Heater (Residential)	2	0	0	0	0	0	2	0	\$60.00	\$8,690.00
70 Signs - Permanent	4	4	0	4	0	0	0	0	\$626.75	\$27,300.00
70 Signs - Temporary	4	0	0	4	0	0	0	0	\$160.00	\$705.00
Totals:	312	21	42	200	82	77	61	14	\$86,133.70	\$22,994,185.47



Report to the
Common Council
of the City of Green Bay

MEETING DATE

July 15, 2025

PREPARED BY

Matt Buchanan

AGENDA ITEM # Y.I

Consideration with possible action on a Memorandum of Understanding with Scout Development GB, LLC to establish a good-faith framework for collaboration to facilitate the rezoning and redevelopment of 500 Day Street (Parcel # 7-1).

BACKGROUND

Scout Development GB, LLC has secured an option to purchase the former Georgia Pacific Day Street Mill property, which includes one 44.27-acre parcel (Parcel 7-1) located at 500 Day Street. Scout is conducting due diligence on the property before executing their option to purchase. The property is currently zoned General Industrial (GI). In January 2025, the Green Bay Plan Commission recommended approval for a comprehensive plan amendment to allow the property to be rezoned to Downtown. At the request of Scout, the City's Common Council voted in April to hold on taking action on the proposed comprehensive plan amendment and rezoning until the July 15, 2025 meeting.

A non-binding Memorandum of Understanding (MOU) has been proposed to establish a good-faith framework for collaboration between Scout and the City to facilitate the rezoning and redevelopment of the property. Scout agrees to coordinate with the City in the drafting of future zoning regulations that establish the following land use parameters for the Property:

1. The bulk of the land south of Day Street shall be designated for downtown-oriented zoning and land uses (e.g., commercial, residential, recreational, and cultural), with the exception of specified areas that may be designated for industrial uses compatible with the City's vision for downtown redevelopment, including the redevelopment of the WPS site across the East River.
2. Land north of Day Street may allow for light industrial uses compatible with adjacent properties and consistent with the City's broader development goals.
3. Land within 50 feet of the Fox River and East River shall be reserved for public access, with the intent to preserve riverfront accessibility and connectivity. This may include the establishment of a public access easement to ensure permanent, unobstructed pedestrian and recreation access along the riverfront as redevelopment occurs.

This MOU is non-binding and does not obligate either Party to financial commitments or legally enforceable duties. Rather, it expresses mutual intent to work cooperatively toward the successful redevelopment of the Property.

The MOU also includes a timeline with milestone achievements, including a November 2025 target date for Scout to submit a Planned Unit Development (PUD) application to the City.

RECOMMENDATION

To approve a Memorandum of Understanding with Scout Development GB, LLC to establish a good-faith framework for collaboration to facilitate the rezoning and redevelopment of 500 Day Street (Parcel # 7-1).

FISCAL IMPACT

ATTACHMENTS

See attached.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on the *15th* day of July in 2025 (herein referred to as the “Effective Date”) by and between:

Scout Development GB, LLC (herein referred to as “Scout”) and

City of Green Bay (herein referred to as “City”).

Parties may be referenced individually as “Party” and collectively as “Parties.”

1. PURPOSE

The purpose of this MOU is to establish a good-faith framework for collaboration between the Parties to facilitate the rezoning and redevelopment of the property located at 500 Day Street (Parcel # 7-1) (“the Property”).

The Parties agree to work cooperatively to achieve shared goals that benefit the community, include:

- Supporting appropriate redevelopment of the Property;
- Enhancing public access to the Fox and East Rivers;
- Improving the site’s environmental conditions;
- Increasing the local tax base; and
- Supporting employment opportunities.

As part of this collaboration, Scout agrees to coordinate with the City in the drafting of future zoning regulations that establish the following land use parameters for the Property:

- A. The bulk of the land south of Day Street shall be designated for downtown-oriented zoning and land uses (e.g., commercial, residential, recreational, and cultural), with the exception of specified areas that may be designated for industrial uses compatible with the City’s vision for downtown redevelopment, including the redevelopment of the WPS site across the East River.
- B. Land north of Day Street may allow for light industrial uses compatible with adjacent properties and consistent with the City’s broader development goals.
- C. Land within 50 feet of the Fox River and East River shall be reserved for public access, with the intent to preserve riverfront accessibility and connectivity. This may include the establishment of a public access easement to ensure permanent, unobstructed pedestrian and recreation access along the riverfront as redevelopment occurs.

This MOU is non-binding and does not obligate either Party to financial commitments or legally enforceable duties. Rather, it expresses mutual intent to work cooperatively toward the successful redevelopment of the Property.

2. DURATION OF MOU

This MOU becomes effective upon signature by both parties and shall remain in effect unless terminated in accordance with Section 6 below.

3. ROLES AND RESPONSIBILITIES

To achieve Parties' mutual desires, each party agrees to the following roles and responsibilities:

Scout Roles and Responsibilities shall include:

- Actively market the property to proposed Developers and Tenants to facilitate reuse of the site in manner that complies with land uses specified in Sections 1.A, 1.B, and 1.C.;
- Conduct or coordinate an Environmental Impact Assessment of the Property;
- Engage in good-faith negotiations with Georgia Pacific regarding matters related to Scout's planned acquisition and redevelopment of the Property.

Coordinate with the City on appropriate land use regulations for the Property, as part of a Planned Unit Development (PUD) application to be submitted by Scout. City Roles and Responsibilities shall include:

- Provide guidance on and consider Scout's Planned Unit Development (PUD) application to regulate land uses to facilitate the Property's reuse and redevelopment;
- Identify potential funding sources or programs to assist with environmental remediation and redevelopment;
- Coordinate with City departments and external partners to support redevelopment efforts consistent with this MOU.

Both parties agree to uphold their roles and responsibilities in a cooperative and good-faith manner.

4. TIMELINE AND MILESTONE ACHIEVEMENTS

The Parties agree to work collaboratively toward the following milestone achievements. All dates are target deadlines and may be adjusted upon mutual agreement:

Milestone	Target Completion Date	Responsible Party
Initial Bi-Weekly Coordination Meetings Begin	July 2025	Both Parties
Commence Marketing to Developers/Tenants	July 2025	Both Parties
Environmental Impact Assessment Completed	October 2025	Scout
Submission of PUD Application	November 2025	Scout (with City support)
Neighborhood engagement on PUD	Nov. – Dec. 2025	Scout (with City support)
Common Council Action on PUD	January 2026	City
Scout Acquisition of the Property	January 2026	Scout

The Parties acknowledge that redevelopment of the Property is a multi-phase process and that the above timeline represents a good-faith framework to guide coordinated efforts. The timeline may be reviewed and revised as needed during regular coordination meetings to reflect project progress and evolving conditions.

5. COMMUNICATION BETWEEN PARTIES

- The Parties shall meet bi-weekly, in person or virtually, to coordinate redevelopment planning and zoning strategy for the Property.
- These discussions will include potential uses of the Property, which may include manufacturing, warehouse operations, residential, commercial, recreational, or other compatible uses. Scout will communicate with the City of Green Bay's Common Council to provide progress and milestones.

6. AMENDMENTS

This MOU may be amended only in writing and with the mutual agreement of both original parties or their designated representatives.

TERM AND TERMINATION

This agreement remains in effect unless terminated by either Party.

Either Party may terminate this MOU by providing 30 days' written notice to the other party. A written termination agreement signed by both Parties may also be executed to conclude this understanding.

The undersigned representatives of each Party affirm that they are authorized to enter into this MOU and agree to its terms:

SIGNATURES

FOR Scout Development GB, LLC	7/15/2025
[Signature] Chester P. McDonald	President
FOR City of Green Bay	7/15/25
[Signature] Eric Genrich	Mayor of Green Bay

**A RESOLUTION ENCOURAGING THE STATE OF WISCONSIN TO ADOPT
LEGISLATION BANNING THE USE OF CONVERSION THERAPY**

July 15, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay is committed to protecting the health, safety, dignity, and rights of all residents, ~~including members of the LGBTQ+ community~~; and

WHEREAS, the City of Green Bay affirms its respect for the rights to freedom of expression and freedom of religion, as enshrined in the First Amendment to the United States Constitution, and acknowledges that this resolution does not regulate personal beliefs or pastoral conversations; and

WHEREAS, conversion therapy, also referred to as sexual orientation change efforts (SOCE), or efforts to change a person's gender identity, is opposed by major behavioral health and medical organizations, including the American Psychological Association, American Psychiatric Association, American Medical Association, American Counseling Association, and the National Association of Social Workers; and

WHEREAS, these professional associations and the Wisconsin Marriage and Family Therapy, Professional Counseling, and Social Work Examining Board have issued guidance affirming that SOCE practices are harmful, ineffective, not evidence-based, and contrary to the current standards of professional mental health practice; and

WHEREAS, ~~research~~ **studies** ~~have~~ shown that conversion therapy can result in serious mental health consequences for individuals, especially youth, including increased rates of depression, anxiety, substance abuse, self-harm, and suicide. See Trispiotis, Ilias and Purshouse, Craig, National Library of Medicine, PubMed Central. 'Conversion Therapy' as Degrading Treatment. August 1, 2021, <https://pmc.ncbi.nlm.nih.gov/articles/PMC8902017/>. Accessed July 10, 2025. Cornell University, The Public Policy Research Portal. *What Does the Scholarly Research Say About Whether Conversion Therapy Can Alter Sexual Orientation Without Causing Harm?* Undated, [What We Know | What does the scholarly research say about whether conversion therapy can alter sexual orientation without causing harm? | What We Know](#). Accessed July 10, 2025; and

WHEREAS, counseling that supports clients in exploring their sexual orientation or gender identity, including counseling that provides acceptance, understanding, identity development, or support during a gender transition, is considered appropriate and ethical professional assistance;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Green Bay hereby urges the Wisconsin State Legislature to adopt legislation, **such as 2025 Senate Bill 324,** banning the use of conversion therapy by licensed professionals on minors and **others not able to provide legal consent** ~~vulnerable populations~~; and

BE IT FURTHER RESOLVED, that the Common Council calls upon the State of Wisconsin to join other jurisdictions in aligning statutory standards of practice in this area with the positions of the national and state professional licensing boards and associations; and

BE IT FURTHER RESOLVED, that the City Clerk shall transmit a copy of this resolution to the Governor of the State of Wisconsin, the leadership of the Wisconsin State Legislature, the Wisconsin Department of Safety and Professional Services, and the Marriage and Family Therapy, Professional Counseling, and Social Work Examining Board, **and the Wisconsin State Senate Committee on Government Operations, Labor and Economic Development.**

Adopted _____

Approved _____

Eric Genrich, Mayor

**A RESOLUTION ENCOURAGING THE STATE OF WISCONSIN TO ADOPT
LEGISLATION BANNING THE USE OF CONVERSION THERAPY**

July 15, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay is committed to protecting the health, safety, dignity, and rights of all residents; and

WHEREAS, the City of Green Bay affirms its respect for the rights to freedom of expression and freedom of religion, as enshrined in the First Amendment to the United States Constitution, and acknowledges that this resolution does not regulate personal beliefs or pastoral conversations; and

WHEREAS, conversion therapy, also referred to as sexual orientation change efforts (SOCE), or efforts to change a person's gender identity, is opposed by major behavioral health and medical organizations, including the American Psychological Association, American Psychiatric Association, American Medical Association, American Counseling Association, and the National Association of Social Workers; and

WHEREAS, these professional associations and the Wisconsin Marriage and Family Therapy, Professional Counseling, and Social Work Examining Board have issued guidance affirming that SOCE practices are harmful, ineffective, not evidence-based, and contrary to the current standards of professional mental health practice; and

WHEREAS, studies have shown that conversion therapy can result in serious mental health consequences for individuals, especially youth, including increased rates of depression, anxiety, substance abuse, self-harm, and suicide. See Trispiotis, Ilias and Purshouse, Craig, National Library of Medicine, PubMed Central. '*Conversion Therapy*' as Degrading Treatment. August 1, 2021, <https://pmc.ncbi.nlm.nih.gov/articles/PMC8902017/>. Accessed July 10, 2025. Cornell University, The Public Policy Research Portal. *What Does the Scholarly Research Say About Whether Conversion Therapy Can Alter Sexual Orientation Without Causing Harm?* Undated, [What We Know | What does the scholarly research say about whether conversion therapy can alter sexual orientation without causing harm? | What We Know](#). Accessed July 10, 2025; and

WHEREAS, counseling that supports clients in exploring their sexual orientation or gender identity, including counseling that provides acceptance, understanding, identity development, or support during a gender transition, is considered appropriate and ethical professional assistance;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Green Bay hereby urges the Wisconsin State Legislature to adopt legislation, such as 2025 Senate Bill 324, banning the use of conversion therapy by licensed professionals on minors and others not able to provide legal consent; and

BE IT FURTHER RESOLVED, that the Common Council calls upon the State of Wisconsin to join other jurisdictions in aligning statutory standards of practice in this area with the positions of the national and state professional licensing boards and associations; and

BE IT FURTHER RESOLVED, that the City Clerk shall transmit a copy of this resolution to the Governor of the State of Wisconsin, the leadership of the Wisconsin State Legislature, the Wisconsin Department of Safety and Professional Services, and the Marriage and Family Therapy, Professional Counseling, and Social Work Examining Board, and the Wisconsin State Senate Committee on Government Operations, Labor and Economic Development.

Adopted _____

Approved _____

Eric Genrich, Mayor

FINAL PAYMENTS RESOLUTION
July 15, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. **SIDEWALKS 2024**
 HIGHWAY LANDSCAPERS, INC.

TOTAL AMOUNT EARNED:	\$ 1,223,738.13
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 1,223,738.13
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 1,190,136.50</u>
AMOUNT DUE THIS PAYMENT:	\$ 33,601.63

ACCOUNT NUMBER
402500-55340-65084: \$33,601.63
PO #2400079

2. **RAMPS 2-25 PINE STREET RAMP PT REPAIRS**
 CY-CON, INC.

TOTAL AMOUNT EARNED:	\$ 324,217.40
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 324,217.40
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 316,111.96</u>
AMOUNT DUE THIS PAYMENT:	\$ 8,105.44

ACCOUNT NUMBER
453500-55391-69055: \$8,105.44
PO #2500084

3. **TRAFFIC SIGNAL REPAIR 2024**
 BODART ELECTRIC SERVICE, INC.

TOTAL AMOUNT EARNED:	\$ 770,546.52
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 770,546.52
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 716,169.50</u>
AMOUNT DUE THIS PAYMENT:	\$ 54,377.02

ACCOUNT NUMBER
401500E-55141-65144: \$54,377.02
PO #2400157

Adopted _____, 2025

Approved _____, 2025

Mayor

ATTEST:

City Clerk

EJNS

**RESOLUTION OPPOSING THE REPEAL OF CLEAN ENERGY FUNDING
PROGRAMS IN HOUSE CONCURRENT RESOLUTION 14**

June 19, 2025

WHEREAS, on May 4, 2021, the City of Green Bay passed a resolution establishing a goal of 100% clean energy and carbon neutrality by 2050, and subsequently adopted the Clean Energy Green Bay plan in 2023 to guide implementation; and

WHEREAS, the Clean Energy Green Bay plan relies heavily on leveraging federal clean energy tax credits and funding programs to upgrade city facilities, reduce operating costs, and make clean energy accessible for residents and businesses; and

WHEREAS, if approved, the repeal of clean energy and energy efficiency related tax credits would directly threaten Green Bay’s ability to implement high-impact, cost-saving projects, including public building retrofits, LED streetlight upgrades, and community solar; and

WHEREAS, in Green Bay and across Northeast Wisconsin, homeowners, businesses, houses of worship, and non-profit organizations, and public institutions rely on federal tax credits to install solar panels, improve energy efficiency, and adopt electric vehicle projects that help stabilize energy prices, reduce utility bills, improve air quality, and keep dollars in the local economy; and

WHEREAS, analysis shows that repealing federal clean energy tax credits and funding could increase annual household energy costs by as much as \$290 by 2035 [1. Rhodium Group, May 2025], while Wisconsin as a whole could lose over 6,400 clean energy-related jobs and \$1.16 billion in GDP [2. Energy Innovation Policy and Technology LLC, March 2025]—affecting job creation in construction, skilled trades, and advanced manufacturing sectors critical to Green Bay’s economy; and

WHEREAS, preserving federal support for clean energy is not only a climate solution but a strategy for economic resilience, workforce development, and long-term public savings for the City of Green Bay and its taxpayers; now, therefore,

BE IT RESOLVED, that the Common Council of the City of Green Bay opposes the repeal of clean energy tax credits and federal funding programs proposed in House Concurrent Resolution 14 and urges Wisconsin’s congressional delegation to reject these provisions and instead support the continuation and expansion of investments that enable energy affordability, economic opportunity, and environmental leadership for Green Bay residents;

BE IT FURTHER RESOLVED, that the City Clerk shall transmit a copy of this resolution to the offices of Wisconsin’s United States Senators and Representatives.

Approved _____

Eric Genrich, Mayor

**RESOLUTION TO SUPPORT OPPOSING THE RETENTION REPEAL OF CLEAN ENERGY TAX
CREDITS AND FUNDING PROGRAMS CURRENTLY REPEALED IN HOUSE
CONCURRENT RESOLUTION 14
June 19, 2025**

WHEREAS, on May 4, 2021, the City of Green Bay passed a resolution establishing a goal of 100% clean energy and carbon neutrality by 2050, and subsequently adopted the Clean Energy Green Bay plan in 2023 to guide implementation; and

WHEREAS, the Clean Energy Green Bay plan relies heavily on leveraging federal clean energy tax credits and funding programs to upgrade city facilities, reduce operating costs, and make clean energy accessible for residents and businesses; and

WHEREAS, if approved, the repeal of clean energy and energy efficiency related tax credits would directly threaten Green Bay's ability to implement high-impact, cost-saving projects, including public building retrofits, LED streetlight upgrades, and community solar; and

WHEREAS, in Green Bay and across Northeast Wisconsin, homeowners, businesses, houses of worship, and non-profit organizations, and public institutions rely on federal tax credits to install solar panels, improve energy efficiency, and adopt electric vehicle projects that help stabilize energy prices, reduce utility bills, improve air quality, and keep dollars in the local economy; and

WHEREAS, analysis shows that repealing federal clean energy tax credits and funding could increase annual household energy costs by as much as \$290 by 2035 [1. Rhodium Group, May 2025], while Wisconsin as a whole could lose over 6,400 clean energy-related jobs and \$1.16 billion in GDP [2. Energy Innovation Policy and Technology LLC, March 2025]—affecting job creation in construction, skilled trades, and advanced manufacturing sectors critical to Green Bay's economy; and

WHEREAS, preserving federal support for clean energy is not only a climate solution but a strategy for economic resilience, workforce development, and long-term public savings for the City of Green Bay and its taxpayers; now, therefore,

BE IT RESOLVED, that the Common Council of the City of Green Bay **affirms its strong support for the continuation and expansion of investments that enable energy affordability, economic opportunity, and environmental leadership for Green Bay community members,** ~~opposes the repeal of clean energy tax credits and federal funding programs proposed in House Concurrent Resolution 14~~ and urges Wisconsin's congressional delegation to reject **the repeal of clean energy tax credits and federal funding programs proposed in House Concurrent Resolution 14.** ~~se provisions and instead support the continuation and expansion of investments that enable energy affordability, economic opportunity, and environmental leadership for Green Bay residents;~~

BE IT FURTHER RESOLVED, that the City Clerk shall transmit a copy of this resolution to the offices of Wisconsin's United States Senators and Representatives.

Approved _____

Eric Genrich, Mayor

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

July 15, 2025

Resolution No. _____

**A Resolution Authorizing and Providing for the Issuance
and Establishing the Parameters for the Sale of Not to Exceed
\$20,000,000 Water System Revenue Bonds, Series 2025,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Municipality**”) makes the following findings and determinations:

1. The Municipality currently owns and operates a municipal water system (the “**System**”, as more fully defined below), which is a “public utility” (within the meaning of Section 66.0621 (1)(b) of the Wisconsin Statutes).
2. Under the provisions of Section 66.0621 of the Wisconsin Statutes, as amended (the “**Act**”), the Municipality may, by action of the Governing Body, provide for, among other things, the acquisition, construction, extension, improvement, operation and management of the System, and the refunding of municipal obligations issued for such purposes, from the proceeds of obligations that are payable solely from the income and revenues derived from the operation of the System.
3. On September 21, 2004 the Governing Body adopted a resolution (the “**2004 Resolution**”) authorizing the issuance of the Municipality’s \$76,765,000 Water System Revenue Refunding and Improvement Bonds, Series 2004, dated October 1, 2004 (the “**Series 2004 Bonds**”). The Series 2004 Bonds were refunded in part by the Series 2006 Bonds (as defined below) and in part by the Series 2014 Bonds (as defined below), and were redeemed on November 1, 2014.
4. On August 5, 2006 the Governing Body adopted a resolution (the “**2006 Resolution**”) authorizing the issuance of the Municipality’s \$49,310,000 Water System Revenue Refunding Bonds, Series 2006, dated November 1, 2006 (the “**Series 2006 Bonds**”). The 2020 through and including 2024 maturities of the Series 2006 Bonds were advance refunded by the Municipality’s Taxable Water System Revenue Refunding Bonds, Series 2017 (which matured in 2024) and were redeemed on November 1, 2019. The unrefunded Series 2006 Bonds were refunded by the Series 2019 Bonds (as defined below) and were also redeemed on November 1, 2019.

5. On September 16, 2014 the Governing Body adopted a resolution (the “**2014 Resolution**”) authorizing the issuance of the Municipality’s \$14,055,000 Water System Revenue Refunding Bonds, Series 2014, dated October 14, 2014 (the “**Series 2014 Bonds**”). The Series 2014 Bonds are currently outstanding in the aggregate principal amount of \$6,215,000.

6. On July 16, 2019 the Governing Body adopted a resolution (the “**2019 Resolution**”) authorizing the issuance of the Municipality’s \$18,705,000 Water System Revenue Refunding Bonds, Series 2019, dated August 5, 2019 (the “**Series 2019 Bonds**”). The Series 2019 Bonds are currently outstanding in the aggregate principal amount of \$18,705,000.

7. On March 2, 2021 the Governing Body adopted a resolution (the “**2021 Resolution**”) authorizing the issuance of the Municipality’s \$7,080,000 Water System Revenue Refunding Bonds, Series 2021, dated March 23, 2021 (the “**Series 2021 Bonds**”). The Series 2021 Bonds are currently outstanding in the aggregate principal amount of \$5,595,000.

8. No other outstanding obligations are payable from the income and revenues derived from the operation of the System.

9. Under the provisions of the Act, the Municipality may provide for the refunding of any outstanding bonds, bond anticipation notes or promissory notes which were issued under the Act or Chapter 67 of the Wisconsin Statutes for any of the purposes set forth in Section 66.0621 (3) of the Wisconsin Statutes from the proceeds of notes or bonds that are payable only from the income and revenues derived from the operation of the System.

10. The Municipality needs funds to finance certain additions, extensions, and improvements to the System, including, but not limited to, a chlorine system upgrade, the addition of a generator, installation of meters, and construction of and improvements to water mains and intakes (collectively, the “**Project**”).

11. For the purpose of financing the costs of the Project, the Governing Body desires to authorize, sell, and issue not to exceed \$20,000,000 principal amount of its Water System Revenue Bonds, Series 2025 (the “**Bonds**”). The Bonds will be issued pursuant to the provisions of the Act, on the terms and conditions described below, and will be secured by and payable from the income and revenues derived and to be derived from the operation of the System. The Bonds will be issued on a parity and equality of rank with the Series 2014 Bonds, the Series 2019 Bonds, and the Series 2021 Bonds (collectively, the “**Outstanding Bonds**”).

12. Section 20 of the 2004 Resolution, which section is continued under Section 21 of the 2014 Resolution, the 2019 Resolution, the 2021 Resolution, and this resolution, authorizes the issuance of additional bonds on a parity and equality of rank (the “**Additional Bonds Test**”) with the Outstanding Bonds upon compliance with the conditions set forth under the Additional Bonds Test. All conditions set forth in under the Additional Bonds Test have been or will be satisfied prior to the issuance of the Bonds.

13. In accordance with the provisions of Section 66.0621 (4)(a)2 of the Wisconsin Statutes and this resolution, (i) interest on the Bonds will be payable at least annually, and (ii) payment of principal of the Bonds will commence not later than 3 years after the date of

issuance of the Bonds. The requirement each year to pay both principal of and interest on the Bonds will be reasonable and in accordance with prudent municipal utility management practices.

14. Robert W. Baird & Co. Incorporated, or a group that it leads (the “**Bond Purchaser**”), has proposed to purchase the Bonds for a purchase price to be determined, which shall not be less than 98% nor more than 110% of the principal amount of the Bonds to be issued, plus accrued interest, if any, to the date of delivery of the Bonds (the “**Purchase Price**”).

15. The Municipality has taken all actions required by law and has the power to sell and issue the Bonds.

16. The Governing Body will adopt this resolution to sell and issue the Bonds.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In this resolution, the following terms have the meanings given in this section, unless the context requires another meaning.

“**Act**” means Section 66.0621 of the Wisconsin Statutes, as amended.

“**Authorized Officers**” means the General Manager and the Business Manager of the Municipality’s water utility, collectively having the authority to act on behalf of the Municipality for purposes of Sections 4 and 25 hereof.

“**Bond Counsel**” means (i) as of the Original Issue Date, Foley & Lardner LLP, and (ii) after the Original Issue Date, either Foley & Lardner LLP or any other nationally recognized firm of attorneys, employed by the Municipality, experienced in municipal finance, whose legal and tax opinions are generally accepted by purchasers of municipal obligations.

“**Bonds**” means the not to exceed \$20,000,000 City of Green Bay, Wisconsin Water System Revenue Bonds, Series 2025, which will be issued pursuant to this resolution.

“**Bond Purchase Agreement**” means the purchase contract presented by the Bond Purchaser evidencing the purchase of the Bonds as described in Section 25 of this resolution.

“**Bond Purchaser**” has the meaning given in the recitals to this resolution.

“**Bond Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) the name and address of the owner of each Bond, and

(ii) all transfers of each Bond.

“Book-Entry System” means a system in which no physical distribution of certificates representing ownership of the Bonds is made to the owners of the Bonds but instead all outstanding Bonds are registered in the name of a securities depository appointed by the Municipality, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and transfers of the Bonds electronically.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Municipality and delivered on the date of issuance and delivery of the Bonds.

“Current Expenses” means the reasonable and necessary cost of operating, maintaining, administering, insuring, and repairing the System. Current Expenses shall be determined in accordance with generally accepted accounting principles and shall include, but not be limited to, salaries, premiums for insurance, wages, cost of materials and supplies, and insurance and audits. Current Expenses shall exclude allowances for depreciation, debt service on obligations of the System, tax equivalents, capital expenditures, and accumulations of reserves.

“Depository” means DTC or any successor appointed by the Municipality and acting as securities depository for the Bonds.

“DTC” means The Depository Trust Company, New York, New York.

“Financial Officer” means the Municipality’s Treasurer.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Municipality to act as authentication agent, paying agent, and registrar for the Bonds pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Fiscal Year” means the twelve-month period beginning on November 1 of each year and ending on December 31 of each year. The Municipality may change the Fiscal Year of the System if the Original Purchasers consent to the change. If the Original Purchasers consent to the change, then the change will not constitute a modification, change, amendment or alteration of this resolution for purposes of Section 24 of this resolution.

“Governing Body” means the Municipality’s Common Council.

“Gross Revenues” means the gross revenues of the System from all sources, excluding (i) customer deposits, (ii) collected taxes imposed by other governmental entities, and (iii) earnings on amounts held in the Special Redemption Fund and the Depreciation Fund.

“Independent Consultant” means a recognized engineer or firm of engineers or a recognized certified public accountant or firm of certified public accountants who or which is

not an officer or regular employee of the Municipality or the System and who or which is not devoting substantially all of his, her or its time and efforts to the affairs of the System.

“Minimum Reserve Amount” means the lesser of (i) \$5,592,475, plus the maximum annual debt service coming due in any future year on the Bonds and any new money (non-refunding) Parity Bonds then outstanding, or (ii) the maximum annual debt service coming due in any future year on the Bonds and Parity Bonds then outstanding. The Municipality understands that if the Minimum Reserve Amount ever exceeds the maximum reasonably required reserve permitted pursuant to the Code and the applicable Treasury Regulations, then the Municipality may be required to restrict the yield on certain investments held in the Reserve Account.

“Municipal Officers” means the Mayor and Clerk of the Municipality. These are the officers required by law to execute revenue obligations on the Municipality’s behalf.

“Municipality” means the City of Green Bay, Wisconsin.

“Net Revenues” means Gross Revenues after deduction of Current Expenses, plus earnings on moneys held in the Special Redemption Fund.

“Original Issue Date” means August 13, 2025 or such other date established for delivery of the Bonds pursuant to the Bond Purchase Agreement.

“Original Purchasers” means, collectively, the Bond Purchaser and the initial purchaser of each issue of Parity Bonds (as long as the issue of Parity Bonds remains outstanding).

“Outstanding Bonds” has the meaning given in the recitals to this resolution.

“Parity Bonds” means all obligations, other than the Bonds, payable from the revenues of the System (including the Outstanding Bonds) and issued on a parity and equality with the Bonds and the Outstanding Bonds pursuant to the restrictive provisions for additional bonds under Section 20 of the 2004 Resolution and continued under Section 21 of the other Prior Resolutions and in this resolution.

“Prior Resolutions” means, collectively, the 2004 Resolution, the 2014 Resolution, and the 2019 Resolution, and the 2021 Resolution, each as defined in the recitals to this resolution.

“Project” has the meaning given in the recitals to this resolution.

“Purchase Price” has the meaning given in the recitals to this resolution.

“Record Date” means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Bonds.

“Recording Officer” means the Municipality’s Clerk.

“Reserve Account” means the Reserve Account of the Special Redemption Fund.

“Special Redemption Fund” means the fund designated as such and described in Section 18 of this resolution.

“System” means the water utility of the Municipality, which shall include all property of every nature now or hereafter owned by the Municipality for the extraction, collection, storage, treatment, transmission, distribution, metering, and discharge of domestic, industrial, and potable public water, or constituting part of, or used or useful in connection with the water utility of the Municipality; and including all improvements and extensions thereto made by the Municipality while any of the Bonds or Parity Bonds remain outstanding and including all appurtenances, contracts, leases, franchises, and other intangibles.

“Tax-Exempt Parity Bonds” means all obligations issued on a tax-exempt basis, other than the Bonds, payable from the revenues of the System (including the Outstanding Bonds that are also issued on a tax-exempt basis) and issued on a parity and equality with the Bonds and the Outstanding Bonds pursuant to the restrictive provisions for additional bonds under Section 20 of the 2004 Resolution and continued under Section 21 of the other Prior Resolutions and in this resolution.

“2004 Refunding Bonds” means each series of Parity Bonds the proceeds of which were or are to be used, directly or indirectly, to refund the Series 2004 Bonds, including the Series 2014 Bonds and the Series 2019 Bonds.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* - Form of Bond.
- (ii) *Exhibit B* - Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Bonds.

The Governing Body authorizes the Bonds and orders that they be prepared, executed, and issued, subject to the conditions set forth in Section 4. The Bonds will be fully registered, negotiable, water system revenue bonds of the Municipality in the aggregate principal amount of not to exceed \$20,000,000. The Bonds will be issued under the provisions of the Act for the purposes of the Project and paying the expenses of issuing the Bonds (including, but not limited to, printing costs and fees for financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Bonds.

The Bonds will be named “City of Green Bay, Wisconsin Water System Revenue Bonds, Series 2025.” The Bonds will be dated the Original Issue Date, even if they are actually

issued or executed on another date. Each Bond will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Bond will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Bond Purchaser will purchase the Bonds at the Purchase Price set forth in the Bond Purchase Agreement.

The Bonds will bear interest from the Original Issue Date at the rates set forth in the Bond Purchase Agreement and accepted by the Authorized Officers; *provided, however*, that (i) the true interest cost of the Bonds shall not exceed 5.50% (computed taking the Bond Purchaser's compensation into account) and (ii) the difference between the offering price to the public for the Bonds and the Purchase Price to be paid to the Municipality for the Bonds shall not exceed 2.00% of the principal amount of the Bonds. Interest on the Bonds will be due and payable on each May 1 and November 1 until the principal of the Bonds has been paid, beginning on May 1, 2026 or on such other date as set forth in the Bond Purchase Agreement. Interest on each Bond will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the entity or person in whose name the Bond is registered on the Bond Register at the end of the day on the applicable Record Date. The Municipality and the Fiscal Agent may treat the entity or person in whose name any Bond is registered on the Bond Register as the absolute owner of the Bonds for all purposes whatsoever under this resolution. The Bonds will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Bonds.

The following table shows when the Bonds will mature or be subject to mandatory sinking fund redemption, except that the principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of term bonds, may be increased or decreased by up to \$1,000,000 in each year and a maturity may be removed if the principal amount of such maturity is less than \$1,000,000. The aggregate principal amount of the Bonds shall not exceed \$20,000,000 and the table below assumes the Bonds are issued in that amount. The actual maturity schedule, within the parameters set forth herein, will be set forth in the Bond Purchase Agreement and accepted by the Authorized Officers.

Principal Maturity Date (November 1)	Principal Amount
2026	\$ 450,000
2027	650,000
2028	700,000
2029	725,000
2030	750,000
2031	800,000
2032	825,000
2033	875,000
2034	900,000
2035	950,000

<u>Principal Maturity Date (November 1)</u>	<u>Principal Amount</u>
2036	\$1,000,000
2037	1,050,000
2038	1,100,000
2039	1,150,000
2040	1,200,000
2041	1,250,000
2042	1,300,000
2043	1,400,000
2044	1,425,000
2045	1,500,000

The principal of and interest on the Bonds will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Municipality appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Bonds. The appropriate officers of the Municipality are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Municipality. The fiscal agency agreement may provide for the Municipality to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement must require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent must maintain the Bond Register.

Section 6. Appointment of Depository.

The Municipality appoints DTC to act as securities depository for the Bonds. An authorized representative of the Municipality has previously executed a blanket issuer letter of representations with DTC on the Municipality's behalf, and the Municipality ratifies and approves such document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Bonds will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Municipality's relationship with DTC is terminated, then the Municipality may appoint another securities depository to maintain the Book-Entry System.

If on any date the Bonds are not being maintained in a Book-Entry System, then the Municipality will do the following:

- (i) At its expense, the Municipality will prepare, authenticate, and deliver to the beneficial owners of the Bonds fully-registered, certificated Bonds in the denomination of \$5,000 or any multiple thereof in the aggregate

principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

- (ii) The Municipality will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Bonds under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Bond Purchase Agreement may specify that certain Bonds maturing on or after a certain date are subject to redemption before their stated maturity dates, at the Municipality's option, in whole or in part, in the order of maturity selected by the Municipality, on a stated redemption date and on any date thereafter. If certain maturities of the Bonds are subject to such optional redemption, then the redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of a Bond called for redemption has been made or provided for, then interest on such Bond stops accruing on the stated redemption date. If less than all the principal amount of a specific maturity is redeemed, then the Bonds will be redeemed in \$5,000 multiples in accordance with Sections 9 and 10 below, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Municipality will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

If the Bond Purchase Agreement specifies that certain maturities of the Bonds are term bonds and subject to partial mandatory sinking fund redemption, then the Bonds maturing on such dates shall be subject to mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on November 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the immediate preceding sentence), as set forth in the Bond Purchase Agreement and consistent with Section 4 hereof.

Section 9. Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.

So long as the Bonds are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Bonds by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Bonds are transferable, only upon the Bond Register and only if the Depository ceases to act as securities depository for the Bonds and the Municipality appoints a successor securities depository. If that happens, then upon the surrender of the Bonds to the Fiscal Agent, the Municipality will issue new fully registered Bonds in the same aggregate principal amounts to the successor securities depository, and the Bonds will be recorded as transferred to the successor securities depository in the Bond Register.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Bonds, or (ii) with respect to any particular Bond, after such Bond has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Bonds to be redeemed. If a Bond has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Bond, the Municipality will issue one or more new Bonds in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

Section 10. Manner of Payment/Transfers/Redemption Notices Not Under Book-Entry System.

If on any date the Bonds are not being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Bond upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Bond by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person in whose name the Bond is registered on the Bond Register at the end of the day on the applicable Record Date.

Transfers. Each Bond is transferable, only upon the Bond Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Bond shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Municipality will issue one or more new fully registered Bonds in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Bonds and upon the payment of a charge sufficient to reimburse the Municipality or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Bonds, or (ii) with respect to any particular Bond, after the Bond has been called for redemption.

Partial Redemptions. If less than all the principal amount of a specific maturity is to be redeemed, then the Municipality or the Fiscal Agent will randomly select the Bonds to be

redeemed. If a Bond has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Bond, the Municipality will issue one or more new Bonds in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds shall be sent by first class mail not less than 30, and not more than 60, days before the redemption date to the registered owners of the Bonds to be redeemed at the respective addresses set forth in the Bond Register. A notice of redemption may be revoked by sending a notice by first class mail not less than 15 days prior to the proposed redemption date to the registered owners of the Bonds which have been called for redemption.

Section 11. Form of Bonds.

The Bonds shall be in substantially the form shown in Exhibit A hereto. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Municipality may cause the approving opinion of bond counsel to be printed or reproduced on the Bonds.

Section 12. Execution of Bonds.

The Bonds shall be signed by the persons who are the Municipal Officers on the date on which the Bonds are signed. The Bonds shall be sealed with the Municipality's corporate seal (or a facsimile thereof), if the Municipality has one, and the Bonds shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Bonds will be valid and binding even if before they are delivered any person whose signature appears on the Bonds is no longer living or is no longer the person authorized to sign the Bonds. In that event, the Bonds will have the same effect as if the person were living or were still the person authorized to sign the Bonds.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Municipality are directed to sign the Continuing Disclosure Agreement, and the Municipality agrees to comply with all of its terms.

Section 14. Payable Solely From Special Redemption Fund.

The Bonds and any Parity Bonds, together with interest thereon, will be payable only out of the Special Redemption Fund as provided in the Prior Resolutions and in this resolution. The registered owners of the Bonds and any Parity Bonds will have a valid claim only against the Special Redemption Fund and the revenues pledged to such fund.

Section 15. Pledge.

The Municipality pledges the Net Revenues of the System and all amounts in the Special Redemption Fund to the payment of the principal of and interest on the Bonds and any Parity Bonds as provided in this resolution. Such revenues will be used for no purpose other than to pay the principal of and interest on the Bonds and any Parity Bonds on the dates on which such amounts are due. The Bonds and any Parity Bonds, together with the interest thereon, shall not constitute an indebtedness of the Municipality within the meaning of any constitutional or statutory limitation or provision and shall not constitute a general obligation of the Municipality or a charge against its general credit or taxing power. The Municipality will not be liable for the payment of the principal of and interest on the Bonds, except as provided in this resolution.

Section 16. Equality of Lien.

All Bonds and any Parity Bonds, regardless of issue dates, maturity dates, or series designations, will be secured equally by the pledge of the Net Revenues of the System and all amounts in the Special Redemption Fund.

Section 17. No Senior Bonds; Parity Bonds.

Except as permitted by Section 21(a) of this resolution, the Municipality will issue no bonds or other obligations payable from the revenues of the System, or enjoying a lien on the revenues or property of the System, that have a priority over the Bonds with respect to their payment or security. The Municipality may issue Parity Bonds on the terms and conditions set forth in the applicable section of each Prior Resolution and Section 21 of this resolution.

Section 18. Funds and Accounts.

(a) Continuation of Funds and Accounts; Purposes.

The Municipality affirms and continues, or creates, as applicable, the following funds and accounts of the System, some of which were originally created under Section 17 of the 2004 Resolution (collectively, the “**Funds and Accounts**”) to provide for the collection, distribution, and use of the Gross Revenues and the proceeds of the Bonds:

- (1) Water System Revenue Fund (the “**Revenue Fund**”), into which the entire Gross Revenues will be deposited as received.
- (2) Water System Operation and Maintenance Fund (the “**Operation and Maintenance Fund**”), which will be used to hold amounts expected to be used for the payment of the reasonable and necessary expenses of operating and maintaining the System, including salaries, wages, materials, supplies, and insurance, and for the purposes described in Section 19(c)(1) of this resolution.
- (3) Water System Special Redemption Fund, which will be divided into the following three accounts: (i) the “**Interest and Principal**”

Account", (ii) the "**Earnings Account**", and (iii) the "**Reserve Account**." Amounts held in the Interest and Principal Account and the Earnings Account will be used solely to pay interest on and principal of the Bonds and Parity Bonds as provided in this resolution. Amounts held in the Reserve Account will be used to pay principal of or interest on the Bonds and Parity Bonds on any date when amounts in the Interest and Principal Account and the Earnings Account are insufficient to make such payments.

- (4) Water System Depreciation Fund (the "**Depreciation Fund**"), which will be used to hold amounts expected to be used to pay for repairs, replacements, extensions, or additions to the System, provided that amounts in the Depreciation Fund can be used for any such purpose only if such amounts are not needed to make up any deficiency in the Interest and Principal Account or the Reserve Account.
- (5) Water System Surplus Fund (the "**Surplus Fund**"), amounts in which will be used for the purposes described in Section 19(c)(4) of this resolution.
- (6) 2025 Water System Construction Fund (the "**2025 Construction Fund**"), amounts in which will be used only to pay (i) the costs of issuing of the Bonds (including fees for any bond insurance policies securing the Bonds) and the costs of the Project, or (ii) interest on the Bonds at any time when there shall be insufficient money in the Special Redemption Fund for that purpose. Any balance remaining in the 2025 Construction Fund after the completion of the Project shall be transferred to the Earnings Account.

(b) **Limitation on the Use of Amounts in the Funds and Accounts.**

Amounts held in the Funds and Accounts must be used solely for the purposes described in this resolution.

(c) **Requirement to Maintain the Special Redemption Fund as a Separate Fund.**

The Special Redemption Fund must be maintained as a separate fund in the treasury of the Municipality. The other Funds and Accounts may be combined in a single investment or bank account.

(d) **Investment of Amounts held in Funds and Accounts.**

Amounts in the Funds and Accounts may be invested in any manner permitted by the laws of Wisconsin, subject to the following limitations:

- (1) The investments in each Fund or Account must be sold whenever necessary to provide funds for the purposes for which the Fund or Account was created.
- (2) In particular, amounts in the Reserve Account must be invested so that sufficient funds will be available on each interest payment date for the Bonds and any Parity Bonds to make the required interest and principal payments in the event amounts in the Interest and Principal Account and the Earnings Account are insufficient to make the payments.
- (3) No investment may be purchased or retained if the purchase of the investment or its retention would cause any Bond to be an “arbitrage bond” (within the meaning of Section 148 of the Code or the Treasury Regulations promulgated thereunder).
- (4) All investments held in the Funds and Accounts must be secured to the fullest extent required by the laws of Wisconsin.

(e) Required Transfers of Earnings on Certain Funds and Accounts.

All income from the investment of amounts in the Special Redemption Fund must be transferred to the Earnings Account. All income from the investment of amounts in the Depreciation Fund must be deposited in the Depreciation Fund. All income from the investment of amounts in the 2025 Construction Fund shall be retained in the 2025 Construction Fund until used for the purposes described above. All income from the investment of amounts in all other Funds and Accounts must be deposited in the Revenue Fund and regarded as revenues of the System.

(f) Rebate Matters.

To comply with the rebate requirements of Section 148(f) of the Code and the related Treasury Regulations:

- (1) The Municipality shall cause a determination to be made, by engaging Bond Counsel or another qualified rebate determination provider, of the amount, if any, of rebate required to be paid with respect to the Bonds to the United States Treasury at least every five years (as of the anniversary date of the issuance of the Bonds) and upon the retirement of the last Bond. The Municipality may pay reasonable compensation to the rebate determination provider for the performance of such services.
- (2) The Municipality shall make required rebate payments to the United States Treasury with respect to the Bonds at such times and in such amounts and manner as are required by the Code and the related Treasury Regulations.

- (3) The Municipality shall keep records of the rebate determinations prepared and rebate payments made until six years after the retirement of the last Bond.

Section 19. Application of Revenues.

(a) Deposits to Revenue Fund and Transfers From Revenue Fund.

Until all Bonds and Parity Bonds, if any, have been retired, or until there is on deposit in the Special Redemption Fund an amount sufficient to provide for the payment of the principal of all outstanding Bonds and Parity Bonds, if any, together with the interest thereon to maturity, the Gross Revenues must, to the extent permitted by law, be deposited as collected in the Revenue Fund and must be transferred from the Revenue Fund and deposited in the Operation and Maintenance Fund, the Special Redemption Fund, the Depreciation Fund, and the Surplus Fund in the following order:

- (1) A sum sufficient of the money in the Revenue Fund for the purposes of the Operation and Maintenance Fund must be deposited in the Operation and Maintenance Fund.
- (2) A sum sufficient of the money in the Revenue Fund for the purposes of the Special Redemption Fund must be deposited in the Special Redemption Fund.
- (3) A sum sufficient of the money in the Revenue Fund for the purposes of the Depreciation Fund must be deposited in the Depreciation Fund.
- (4) The remainder of the money in the Revenue Fund must be deposited in the Surplus Fund.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Special Redemption Fund, the Depreciation Fund, and the Surplus Fund must be made in the order indicated above, at such times as are necessary to carry out the purposes of the respective funds.

(b) Transfers to the Special Redemption Fund.

The Governing Body intends that the amount of money deposited in the Special Redemption Fund from all sources will be sufficient to (i) pay the interest on the Bonds and any Parity Bonds as the same becomes due, (ii) retire the Bonds and any Parity Bonds at maturity, and (iii) provide for any required monthly deposits to the Reserve Account.

(c) Transfers Among Certain Funds and Accounts; Uses of Amounts in Funds and Accounts.

Amounts deposited in the following Funds and Accounts must be held, used or transferred as follows:

- (1) *Operation and Maintenance Fund.* Amounts deposited in the Operation and Maintenance Fund must be used for the purposes described in Section 18(a)(2) of this resolution, unless the balance in the Operation and Maintenance Fund exceeds the estimated operating and maintenance expenses of the System for the next succeeding sixty days, in which case the excess amount must (i) be transferred to the Special Redemption Fund to remedy any deficiency in the Special Redemption Fund, or (ii) if or to the extent that no such deficiency exists, be transferred to the Surplus Fund.
- (2) *Interest and Principal Account and Earnings Account.* Amounts deposited in the Special Redemption Fund must first be used to deposit each month into the Interest and Principal Account an amount equal to one-sixth (1/6) of the next installment of interest due on the Bonds and any Parity Bonds then outstanding, plus an amount equal to one-twelfth (1/12) of the next installment of principal of the Bonds and any Parity Bonds coming due, until the full amount of such installments is on deposit in the Interest and Principal Account. The deposits must be made first from the Earnings Account until it is depleted, and all moneys in the Earnings Account will be deemed to have been used first in payment of interest on the Bonds and any Parity Bonds. Any funds remaining in the Earnings Account after each such transfer must first be transferred to the Interest and Principal Account until there is on hand in the Interest and Principal Account an amount equal to the full amount of interest and principal coming due on the Bonds and any Parity Bonds then outstanding during the 12 months following the date of such transfer and after that either (i) be used to retire the Bonds or any Parity Bonds in advance of maturity by redemption or by purchase of such bonds on the open market or an invitation and receipt of tenders of the lowest dollar price or prices obtainable, but not exceeding the lowest price at which such bonds could be redeemed on the next succeeding redemption date or (ii) be invested so as to restrict the yield thereon to avoid the Bonds or any Tax-Exempt Parity Bonds being classified as “arbitrage bonds” within the meaning of Section 148 of the Code or any Treasury Regulations promulgated thereunder.

Notwithstanding the foregoing, unless the Municipality is provided with an opinion of Bond Counsel that the action specified below will not adversely affect the exclusion of interest on the Bonds or the applicable issue of Tax-Exempt Parity Bonds from gross income for federal income tax purposes (A) moneys in the Earnings Account that are allocable to “proceeds” (within the meaning of Treas. Reg. § 1.148-1(b)) of the Bonds or any issue of Parity Bonds may only be deposited in the Interest and Principal

Account if such moneys will be used to pay interest on or principal of the issue to which such proceeds are allocable, and (B) no moneys that are allocable to proceeds of the Bonds or any issue of Parity Bonds may be used to pay interest on or principal of obligations that are not part of the issue to which the proceeds are allocable.

- (3) *Reserve Account.* The next available amounts in the Special Redemption Fund must be used to make monthly transfers to the Reserve Account until there is on hand in the Reserve Account an amount equal to the Minimum Reserve Amount. Amounts in the Reserve Account must be used whenever necessary to pay principal of or interest on the Bonds and Parity Bonds whenever the Interest and Principal Account and the Earnings Account are insufficient for that purpose. Any amounts in the Reserve Account in excess of the Minimum Reserve Amount must be transferred to the Earnings Account, except that it is expected that \$5,592,475 of the amount in the Reserve Account will be used on November 1, 2029 to pay a portion of the final principal amounts due on the 2004 Refunding Bonds on that date (unless all or a portion of the 2004 Refunding Bonds then Outstanding mature after November 1, 2029, in which case any amounts in the Reserve Account in excess of what will be the Minimum Reserve Amount after the retirement of the last 2004 Refunding Bond must be transferred to the Earnings Account and used to pay all or a portion of the last principal and interest payments due on the 2004 Refunding Bonds). For the purpose of computing the Minimum Reserve Amount, all investments in the Reserve Account shall be valued semiannually, on each interest payment date, at then current market value. In the event that amounts are withdrawn from the Reserve Account or amounts on deposit in the Reserve Account on any valuation date are less than the Minimum Reserve Amount, the Municipality, from revenues of the System, must restore any amounts so withdrawn or any shortfall so that 12 months following such withdrawal or shortfall the amount on deposit in the Reserve Account equals the Minimum Reserve Amount.

If, 12 months following any withdrawal from the Reserve Account, the amount on deposit in the Reserve Account is less than the Minimum Reserve Amount, then the Financial Officer must certify to the Governing Body the amount necessary to restore the Reserve Account to the Minimum Reserve Amount. Recognizing its moral obligation to do so, the Governing Body expresses its expectation and aspiration that, if presented with such a certification, it will make an appropriation of funds sufficient to restore the Reserve Account to the Minimum Reserve Amount. The Governing Body determines that the System and any appropriation of funds

pursuant to this moral obligation pledge serves a public purpose by safeguarding the health and welfare of the Municipality's citizens.

- (4) *Surplus Fund.* Amounts in the Surplus Fund must first be used whenever necessary to pay principal of or interest on the Bonds and Parity Bonds when the Special Redemption Fund is insufficient for that purpose, and thereafter to remedy any deficiency in any of the Funds or Accounts, or if at the close of any Fiscal Year there is no such deficiency, then such amounts may be disbursed as follows:
- (i) to retire Bonds or Parity Bonds in advance of maturity by redemption or by purchase of such bonds on the open market or an invitation and receipt of tenders at the lowest dollar price or prices obtainable, but not exceeding the lowest price at which such bonds could be redeemed on the next succeeding redemption date; or
 - (ii) to rebate payments made by customers of the System pursuant to any plan adopted by the Governing Body of the Municipality; or
 - (iii) to the general fund of the Municipality.

All transfers and deposits within any Fund or Account or to any other Fund or Account required or permitted by this section shall be made at such times as are necessary to carry out the purposes of the applicable Fund or Account.

Section 20. Agreements and Covenants Regarding the Operation of the System.

The Municipality agrees and covenants with each and every registered owner of the Bonds and Parity Bonds as follows:

- (a) The reasonable cost and value of any service rendered to the Municipality by the System by furnishing utility services, including, but not limited to, fire, police, safety and health protection, will, to the extent permitted by law, be charged against the Municipality and be paid by it monthly as the service accrues out of the current revenues of the Municipality collected or in process of collection, exclusive of the Gross Revenues, and, if necessary, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses.
- (b) The Municipality will faithfully and punctually perform all duties concerning the System required by the constitution and statutes of the State of Wisconsin, including the making and collecting of reasonable, lawful, and sufficient rates for services rendered by the System and the

segregation and application of the revenues of the System as provided in this resolution.

- (c) The Municipality will not sell, lease, or in any manner dispose of all or any part of the System, or any additions or extensions that may be made to the System, until all Bonds and Parity Bonds have been paid in full, both principal and interest, or until provision has been made for the payment in full of all Bonds and Parity Bonds, both principal and interest, unless the property to be sold, leased or otherwise disposed of has been found by the Governing Body not be necessary or useful in the operation of the System. The proceeds received from any sale, lease, or disposal of any such property of the System must be paid into (i) the Earnings Account of the Special Redemption Fund, if the property sold was acquired or improved with proceeds of the Bonds or Parity Bonds that are tax-exempt obligations, or (ii) the Revenue Fund, in all other cases.
- (d) The Municipality will: (i) operate and maintain the System in good condition; (ii) charge and collect such lawfully established rates and charges for the service rendered by the System so that the Gross Revenues of the System will be sufficient to make the payments into the Funds and Accounts created by this resolution and provide for Net Revenues at least equal to 1.20 times the highest combined annual interest and principal requirements on all Bonds and Parity Bonds then outstanding (for this purpose, the Municipality may treat the final payments due on the 2004 Refunding Bonds as being reduced by the amount expected to be transferred from the Reserve Account and applied toward such final payment); and (iii) promptly take such actions as are necessary to adopt and enforce increased rates whenever such increase shall be necessary to fulfill any covenant of this resolution.
- (e) The Municipality will keep proper books and accounts relating to the System separate from all other records of the Municipality and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants and will make available to the owners of any of the Bonds or Parity Bonds the latest balance sheet and the profit and loss statement of the System as certified by such accountants. The registered owners of any the Bonds or Parity Bonds will have the right to inspect the System and the records, accounts and data of the Municipality relating to the System at all reasonable times. Each audit of the books and accounts of the System, in addition to whatever matters may be thought proper by the accountants to be included therein, must include the following: (i) a statement in detail of the revenues and expenditures of the System for the Fiscal Year; (ii) a statement of the Net Revenues as herein defined for the Fiscal Year; (iii) a balance sheet as of the end of the Fiscal Year; (iv) the accountants' comment regarding the manner in which the Municipality has carried out the requirements of this resolution and the accountants' recommendation for any changes or

improvements in the operation of the System; (v) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer and the expiration date of the policy; and (vi) the number and types of connections at the end of the Fiscal Year.

- (f) The Municipality will carry, for the benefit of the registered owners of the Bonds and Parity Bonds, insurance of a kind and in such amounts as would usually be carried by private companies or other public bodies engaged in operating a similar utility system. All amounts received for losses under any of such insurance policies, except public liability, must be used in repairing the damage or in replacing the property destroyed, unless the Governing Body finds that it is not advisable to repair such damage or replace such property and that the operation of the System will not be impaired if such property is not repaired or such property is not replaced, in which case such amounts shall be deposited in the Earnings Account, provided that any amounts deposited in the Earnings Account must not reduce the amounts otherwise required to be paid into the Special Redemption Fund.
- (g) The Municipality will grant no franchise for the operation of another System (or any part thereof) within the geographic limits of the Municipality, unless the denial of such franchise would be in violation of any law.
- (h) The Municipality will by resolution of its Governing Body require all buildings in the Municipality used for human habitation and located adjacent to service from the System, or located in a block through which service from the System extends, to be connected with service from the System.
- (i) The Municipality will not enter into any contract with any person or persons which would cause any Bonds or Tax-Exempt Parity Bonds to become "private activity bonds," within the meaning of Section 141(a) of the Code or any Treasury Regulations promulgated thereunder.
- (j) The Municipality will comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds or Tax-Exempt Parity Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes, including, but not limited to the rebate requirements set forth in the Code and the Treasury Regulations. The Municipality will comply with the provisions of the Tax Certificate delivered in connection with the issuance of the Bonds relating to these requirements.

Section 21. Additional Bonds.

The Municipality will issue no notes, bonds, or any other obligations of any kind or nature payable from or enjoying a lien on the Gross Revenues, the Special Redemption Fund or properties of the System on a parity with or having a priority over the Bonds, except as provided in this Section:

- (a) Notes (including bond anticipation notes) or bonds may be issued having a priority over the Bonds and Parity Bonds if either (i) such notes or bonds are issued, wholly or in part, for the purpose of and will provide an amount sufficient, together with the earnings thereon and all other funds legally available therefor, to pay the entire principal of and all interest on the Bonds and Parity Bonds to their maturity or early redemption; or (ii) immediately upon the issuance of such notes or bonds, the Municipality has discharged all the Bonds and Parity Bonds in the manner provided in Section 23 of this resolution.
- (b) Additional notes (including bond anticipation notes) or bonds may be issued on a parity with the Bonds and Parity Bonds if such notes or bonds are issued for the purpose of refunding any of the Bonds or Parity Bonds which either (i) have matured or (ii) will mature not later than 90 days after the date of delivery of such refunding notes or bonds if there is insufficient amounts in the Special Redemption Fund to provide for the required payments.
- (c) Additional notes (including bond anticipation notes) or bonds may be issued on a parity with the Bonds and Parity Bonds if all of the following conditions have been satisfied:
 - (1) Either (A) the Net Revenues of the System for the last completed Fiscal Year were at least 1.20 times the highest combined annual interest and principal requirements on all bonds and notes then outstanding payable from the Gross Revenues of the System (other than bonds being refunded) and the bonds or notes so proposed to be issued for any succeeding Bond Year in which there will be a principal maturity on such outstanding bonds or notes (for this purpose, the Municipality may treat the final payments due on the 2004 Refunding Bonds as being reduced by the amount expected to be transferred from the Reserve Account and applied toward such final payment); *provided, however*, that if prior to the authorization of such additional bonds or notes the Municipality has adopted and put into effect a revised schedule of rates, then the Net Revenues of the System for the last completed Fiscal Year which would, in the written opinion of an Independent Consultant employed for that purpose, have resulted from such rates had they been in effect for such period, may be used in lieu of the actual net income for the last completed Fiscal Year; or (B) the need for such

financing is evidenced by a certificate or certificates of an Independent Consultant with recognized expertise in utility ratemaking before the Public Service Commission of Wisconsin employed for that purpose, giving a detailed description of the proposed projects to be financed, an estimate of the cost of the proposed projects including proposed capitalized interest, if any, and an estimate of the time of completion of the proposed projects, and showing the feasibility of such financing with reference to projected Net Revenues based on rates and charges projected to be in effect upon completion of such projects; *provided*, that such feasibility shall not be deemed shown unless the projected Net Revenues for each of the two full Fiscal Years next succeeding the estimated date of completion of such projects shall be equal to at least equal to 1.20 times the highest combined annual interest and principal requirements on all bonds and notes then outstanding payable from the Gross Revenues of the System (other than bonds being refunded) and the bonds or notes so proposed to be issued for any succeeding Fiscal Year in which there shall be a principal maturity on such outstanding bonds or notes (for this purpose, the Municipality may treat the final payment due on the Bonds and Parity Bonds as being reduced by the amount expected to be transferred from the Reserve Account and applied toward such final payment). For purposes of this subsection, Net Revenues for any Fiscal Year will be either (x) the Net Revenues shown in the audit of the System's books and accounts for the Fiscal Year required by Section 20(e) of this resolution, if such an audit is available, or (y) if such an audit is not available, then (i) the estimated, unaudited Net Revenues for the last completed Fiscal Year, or (ii) for as long as any Series 2014 Bonds, Series 2019 Bonds, or Series 2021 Bonds are Outstanding, the lesser of the Net Revenues in (i) above or as shown in the audit for the most recent Fiscal Year for which an audit is available.

- (2) The payments required to be made into the Funds and Accounts continued pursuant to Section 18 of this resolution must be current.
- (3) There must be on hand in the Reserve Account immediately upon the issuance of such additional bonds or notes an amount not less than the Minimum Reserve Amount.
- (4) The additional bonds or notes must be payable as to principal on November 1 of each year and as to interest on May 1 and November 1 of each year.
- (5) The proceeds of the additional bonds or notes must be used solely to refund Bonds or Parity Bonds, or for acquiring or constructing

additions, extensions, improvements, renewals or replacements to the System.

In the case of bond anticipation notes, the provisions of the Act shall govern with respect to all matters relating to the lien and sources of payment of such notes.

Section 22. Resolution a Contract; Remedies of Bondholders.

The provisions of this resolution constitute a contract between the Municipality and the registered owners of the Bonds. After the issuance of the Bonds no change or alteration in the provisions of this resolution may be made, except as provided in Section 24 of this resolution and in the definition of “Fiscal Year” in Section 1 of this resolution, until all Bonds have been paid in full as to both principal and interest.

The registered owners of any of the Bonds will have the right, in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce their rights against the Municipality, the Governing Body, and any and all officers and agents thereof, including, but not limited to, the right to require the Municipality, the Governing Body, and any other authorized body to fix and collect rates and charges fully adequate to carry out all provisions and agreements contained in this resolution, and the right to have a receiver appointed for the System in the event of a default in the payment of principal of or interest on the Bonds.

Section 23. Discharge and Satisfaction of Bonds and Covenants.

The agreements, covenants, liens and pledges entered into, created, or imposed pursuant to this resolution may be fully discharged and satisfied with respect to any or all of the Bonds in any one or more of the following ways:

- (a) By paying the Bonds when they become due and payable, or upon their prior redemption, in the manner provided in this resolution;
- (b) By depositing with the appropriate fiscal agent(s) for the Bonds funds in the amount necessary, without consideration of any reinvestment thereof, to pay the principal of and interest on the Bonds until their maturity or earlier redemption; *provided* that if the Bonds are to be redeemed prior to their stated maturities, then (i) the Bonds must have been irrevocably called for redemption by the Governing Body, and (ii) provision must have been made for the required notice of the redemption in the manner provided in this resolution; *provided further*; that any such deposit can only be made if the deposit will not adversely affect the exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes; or
- (c) By depositing with a trustee or an escrow agent, in trust for such purpose, on or before the date of maturity or redemption, money and/or direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, in such amount as,

together with the income or increment to accrue thereon without consideration of any reinvestment thereof, will be fully sufficient to pay or redeem (when redeemable) the Bonds at or before their respective maturity dates; *provided*, that if a Bond is to be redeemed prior to its stated maturity date, then (i) the Bond must have been irrevocably called for redemption by the Governing Body, and (ii) provision must have been made for the required notice of the redemption in the manner provided in this resolution; *provided, further*, that any such deposit can only be made if the deposit will not adversely affect the exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes..

Upon a payment or a deposit of money or investments in the amount and manner required by this section, all liability of the Municipality with respect to the relevant Bonds will cease, determine, and be completely discharged, and the registered owners of any Bonds that are not then retired will be entitled only to payment out of the money and investments deposited as required by this section.

Section 24. Amendment of Resolution.

Amendment Without the Consent of the Owners. This resolution may be amended from time to time without the consent of the registered owners of the Bonds to make any change that does not adversely affect the registered owners of the Bonds, including, without limitation, to cure any ambiguities, inconsistencies, or typographical errors that may be contained in this resolution.

Amendment With the Consent of the Owners. This resolution may also be amended from time to time with the written consent of the registered owners of not less than two-thirds in outstanding principal amount of the Bonds and any Parity Bonds (not including any Bonds or Parity Bonds that are held or owned by or for the account of the Municipality) if such amendment affects the owners of any Parity Bonds; *however* this resolution may be amended only with the unanimous written consent of:

- (a) The registered owners of the Bonds (not including any Bonds that are held or owned by or for the account of the Municipality):
 - (i) To make any change in the stated maturity date of or interest rate on any Bond; modify the terms of payment of principal of or interest on any Bond; or impose any conditions with respect to payment of principal of or interest on any Bond;
 - (ii) To materially affect the rights of the owners of less than all Bonds then outstanding; or
 - (iii) To reduce the required outstanding principal amount of the Bonds for which consent must be given to effect any future amendments to this resolution; and

- (b) The registered owners of any series of Parity Bonds (not including any Parity Bonds of the series that are held or owned by or for the account of the Municipality):
 - (i) To make any change in the stated maturity date of or interest rate on any Parity Bond of the series; modify the terms of payment of principal of or interest on any Parity Bond of the series; or impose any conditions with respect to payment of principal of or interest on any Parity Bond of the series;
 - (ii) To materially affect the rights of the owners of less than all Parity Bonds of the series then outstanding; or
 - (iii) To reduce the required outstanding principal amount of Parity Bonds of the series for which consent must be given to effect any future amendments to this resolution.

Notice. If the Municipality proposes to amend this resolution under any provision of this section, then the Municipality must cause notice of the proposed amendment (the “**Amendment Notice**”) and, if consent is required, a form of consent to the proposed amendment (the “**Consent**”) to be (i) sent by certified mail to all registered owners of the Bonds and, if appropriate, any Parity Bonds, and (ii) filed with the Bond Purchaser. The Amendment Notice must briefly describe the nature of the proposed amendment and must state that a copy of the proposed amendment is on file for public inspection in the office of the Recording Officer. The Consent must refer to the proposed amendment, specifically evidence consent to and approval of the proposed amendment, and be dated by the owner of the Bonds and, if appropriate, the Parity Bonds upon execution of the Consent. The Amendment Notice and Consent may be one instrument.

If on any date prior to one year after the date of the mailing of the Amendment Notice and Consent the Recording Officer receives Consents executed by the registered owners of the Bonds and Parity Bonds owning not less than the required outstanding principal amount to approve the amendment, then the Governing Body may adopt a resolution effecting the proposed amendment and, upon the adoption of the resolution effecting the proposed amendment, the proposed amendment will become effective and binding upon the registered owners of all of the Bonds and Parity Bonds issued after the Bonds.

Any Consent given by the registered owner of a Bond or Parity Bond pursuant to the provisions of this section will be irrevocable for a period of six months from the date of the Consent and will be conclusive and binding upon all future registered owners of the same Bonds or Parity Bonds during the six-month period. A Consent may be revoked on any date after the six-month period by the registered owner who gave the Consent or by a successor in title by filing notice of such revocation with the Recording Officer; *provided* that a revocation will not be effective if the Recording Officer has already received Consents from registered owners of the Bonds and Parity Bonds owning not less than the required outstanding principal amount to approve the amendment, evidencing their consent to and approval of the proposed amendment that was the subject of the Consent.

Section 25. Sale of Bonds.

The Authorized Officers, acting on behalf of the Municipality, are hereby authorized to receive final pricing information from the Bond Purchaser for the sale of the Bonds on behalf of the Municipality on a date deemed to be most advantageous to the Municipality by the Authorized Officers for the sale of the Bonds; *provided, however*, that such date shall not be later than November 3, 2025. The Authorized Officers shall reject the pricing information if it does not comply with the parameters set forth in Section 4 of this resolution.

Subject to the terms of this resolution, the Authorized Officers, acting on behalf of the Municipality, are hereby authorized and directed to award the sale of the Bonds to the Bond Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Bonds, such award to be evidenced by and effected by the execution by the Authorized Officers of the Bond Purchase Agreement. If the Bond Purchase Agreement signed and presented by the Bond Purchaser complies with the parameters set forth in this resolution, then the Authorized Officers are also hereby authorized and directed (i) to approve and accept the Bond Purchase Agreement, (ii) to sign the Bond Purchase Agreement in the Municipality's name, and (iii) to take any additional actions needed to complete the sale of the Bonds, including arranging for a specific date, time, and location of closing of the sale.

The Municipal Officers are directed to sign the Bonds and to deliver the Bonds to the Bond Purchaser through the facilities of DTC in accordance with the Bond Purchase Agreement and this resolution. The Bonds may be delivered to the Bond Purchaser, or to the Fiscal Agent as DTC's FAST closing agent for credit to the Bond Purchaser, upon payment by the Bond Purchaser of the Purchase Price, plus any accrued interest, as required by this resolution.

Unless waived by the Bond Purchaser, the delivery of the Bonds is conditioned upon the Municipality furnishing the following items to the Bond Purchaser:

- (i) The Bonds, together with the written, unqualified approving opinion of Bond Counsel, evidencing the legality of the Bonds and that interest on the Bonds will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Bonds.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Bonds or the right of the Municipality to issue them at the time of their delivery.

Section 26. Disposition of Bond Proceeds.

The proceeds from the sale of the Bonds shall be disbursed as follows:

- (a) Any accrued interest shall be deposited in the Interest and Principal Account of the Special Redemption Fund.

- (b) Any contingency or rounding amount shall be deposited in the Interest and Principal Account of the Special Redemption Fund and used to pay interest on the Bonds.
- (c) Any amount necessary to meet the Minimum Reserve Amount shall be deposited in the Reserve Account of the Special Redemption Fund as set forth in the Bond Purchase Agreement.
- (d) The remaining proceeds from the sale of the Bonds shall be deposited in the 2025 Construction Fund and used as described in Section 18(a)(6).

Section 27. Official Statement.

The Municipal Officers, the Financial Officer, and the Finance Director of Municipality, and officers of the Municipality's water utility (in consultation with the Bond Purchaser), are each hereby authorized to cause a preliminary offering document for the Bonds (the "**Preliminary Official Statement**") to be prepared and distributed prior to the sale of the Bonds and the execution of the Bond Purchase Agreement. The Municipal Officers, the Financial Officer, and the Finance Director of Municipality, and officers of the Municipality's water utility are hereby authorized, on behalf of the Municipality, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Municipality authorizes and directs the final version of such document (the "**Official Statement**") to be prepared and distributed prior to the issuance of the Bonds; *provided, however,* that the Official Statement shall be substantially the form of the Preliminary Official Statement and shall include the final terms of the Obligations as set forth in the Bond Purchase Agreement. The Municipal Officers are directed to deliver copies of the Official Statement to the Bond Purchaser and, if the Bond Purchaser requests, execute one or more copies on behalf of the Municipality. Execution and delivery of the Official Statement conclusively evidences the approval of the Municipal Officers.

Section 28. Publication of Notice.

The Recording Officer is directed to publish notice that the Municipality has agreed to sell the Bonds. The notice shall be published promptly after the execution of the Bond Purchase Agreement in the Municipality's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes. The notice shall be in substantially the form shown in Exhibit B hereto. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 29. Authorization of Officers.

The appropriate officers of the Municipality are directed to prepare and furnish the following items to the Bond Purchaser and the attorneys approving the legality of the Bonds:

- (i) Certified copies of proceedings and records of the Municipality relating to the Bonds and to the financial condition and affairs of the Municipality.
- (ii) Other affidavits, certificates, and information as may be required to show the facts about the legality of the Bonds as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose are representations of the Municipality as to the facts they present.

Section 30. Tax Law Covenants.

The Municipality covenants that it will comply with all requirements of the Code, and the Treasury Regulations promulgated thereunder, that shall be satisfied so that interest on the Bonds will be excluded from gross income for federal income tax purposes.

Section 31. Further Authorization.

The Municipality authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 32. Conflict with Prior Acts.

In case any part of a prior action of the Governing conflicts with this resolution, the Municipality rescinds that part of the prior action, except that this section shall not be interpreted as rescinding any part of the Prior Resolutions.

Section 33. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 34. Effective Date.

 This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: July 15, 2025

Approved: July __, 2025

Mayor

Clerk

EXHIBIT A
FORM OF BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF WISCONSIN
CITY OF GREEN BAY

Registered

No. R-_____ \$ _____

WATER SYSTEM REVENUE BOND, SERIES 2025

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	November 1, 20__	_____, 2025	392690 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Municipality**”) hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner, solely from the income and revenues hereinafter specified, the Principal Amount on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each May 1 and November 1 until the Principal Amount has been paid, beginning on May 1, 2026. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Bond is one of a duly authorized issue of revenue bonds (the “**Bonds**”) of the Municipality of an aggregate principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Municipality pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621 of the Wisconsin Statutes, and acts supplementary thereto.

This Bond, together with interest hereon, is payable in lawful money of the United States of America, together with the Municipality's outstanding (i) \$14,055,000 Water System Revenue Refunding Bonds, Series 2014, dated October 14, 2014, (ii) \$18,705,000 Water System Revenue Refunding Bonds, Series 2019, dated August 5, 2019, and (iii) \$7,080,000 Water System Revenue Bonds, Series 2021, dated March 23, 2021 (the "**Outstanding Bonds**"), from the income and revenues to be derived from the operation of the Municipality's water utility (the "**System**") to be set aside in the "Water System Special Redemption Fund," which was created by a resolution adopted by the governing body of the Municipality on September 21, 2004 (the "**2004 Resolution**") and affirmed and continued by subsequent resolutions, including a resolution adopted by the governing body of the Municipality on July 15, 2025 (the "**2025 Resolution**"). The 2025 Resolution is entitled "A Resolution Authorizing and Providing for the for the Issuance and Establishing the Parameters for the Sale of Not to Exceed \$20,000,000 Water System Revenue Bonds, Series 2025, and All Related Details". Reference is hereby made to the 2025 Resolution for a more complete statement of the revenues from which and conditions under which this Bond is payable, the provisions pursuant to which this Bond has been issued, and the conditions under which bonds may hereafter be issued on a parity with this Bond. The Bonds rank on a parity with the Outstanding Bonds. This Bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional or statutory limitation or provision.

This Bond is a valid claim of the registered owner hereof only against the Water System Special Redemption Fund and the revenues of the System pledged to the Water System Special Redemption Fund. Sufficient revenues of the System have been pledged to the Water System Special Redemption Fund and will be used for no other purpose than to pay the principal of and interest on the Bonds and the Outstanding Bonds as the same becomes due.

On the date of their initial delivery, the Bonds will be maintained in a system in which no physical distribution of certificates representing ownership of the Bonds is made to the owners of the Bonds but instead all outstanding Bonds are registered in the name of a securities depository appointed by the Municipality (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Bonds electronically (a "**Book-Entry System**"). So long as the Bonds are maintained in a Book-Entry System, then the principal of, and interest on, this Bond will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by Associated Trust Company, National Association, or any successor fiscal agent appointed by the Municipality (hereinafter, the "**Fiscal Agent**"), which will act as paying agent and registrar for the Bonds.

If on any date the Bonds are *not* being maintained in a Book-Entry System, then (i) the principal of this Bond will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or prior redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Bond will be paid by the Fiscal Agent, on each interest payment date, by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Bond is registered in the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the

“**Record Date**”). The Municipality and the Fiscal Agent may treat the entity or person in whose name this Bond is registered on the Register as the absolute owner of this Bond for all purposes.

The Bonds maturing on or after November 1, 20__ are subject to redemption prior to their stated maturity dates, at the Municipality’s option, in whole or in part, in the order of maturity selected by the Municipality, on November 1, 20__ and on any date thereafter. The redemption price will be 100% of the principal amount redeemed plus accrued interest to the redemption date, and no premium will be paid. If payment of a Bond called for redemption has been made or provided for, then interest on the Bond stops accruing on the stated redemption date. If less than all outstanding Bonds are redeemed, then the Bonds will be redeemed in \$5,000 multiples as described below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Municipality will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Bonds maturing on November 1 in the years 20__, 20__, and 20__ (collectively, the “**Term Bonds**”) are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Municipality will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

Term Bonds Maturing November 1, 20__

<u>Sinking Fund Redemption Date (November 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$,000
20__ (Stated Maturity)	,000

Term Bonds Maturing November 1, 20__

<u>Sinking Fund Redemption Date (November 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$,000
20__ (Stated Maturity)	,000

Term Bonds Maturing November 1, 20__

<u>Sinking Fund Redemption Date (November 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$,000
20__ (Stated Maturity)	,000

The redemption price will be 100% of the principal amount so redeemed, plus accrued interest thereon to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in the manner described below and the Municipality will give notice of the redemption in the manner described below.]

So long as the Bonds are being maintained in a Book-Entry System the following provisions apply:

Transfers. The Bonds are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Bonds and the Municipality appoints a successor securities depository. If that happens, then upon the surrender of the Bonds to the Fiscal Agent, the Municipality will issue new fully registered Bonds in the same aggregate principal amounts to the successor securities depository and the Bonds will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Bonds, or (ii) with respect to any particular Bond, after such Bond has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Bonds to be redeemed. If a Bond has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Bond, the Municipality will issue one or more new Bonds in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

If on any date the Bonds are not being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Bond is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Bond shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Municipality will issue one or more new fully registered Bonds, in the same aggregate principal amount to the transferee or

transferees, as applicable, in exchange for the surrendered Bonds and upon the payment of a charge sufficient to reimburse the Municipality or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Bonds, or (ii) with respect to any particular Bond, after such Bond has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Municipality or the Fiscal Agent will randomly select the Bonds to be redeemed. If a Bond has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Bond, the Municipality will issue one or more new Bonds in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds shall be sent by first class mail not less than 30, and not more than 60, days before the redemption date to the registered owners of any Bonds to be redeemed, at the respective addresses set forth in the Register. A notice of redemption may be revoked by sending a notice by first class mail not less than 15 days prior to the proposed redemption date to the registered owners of the Bonds which have been called for redemption.

The Municipality certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Bond and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; and that a sufficient amount of the income and revenue to be received by the Municipality from the operation of the System has been pledged to and will be set aside into a special fund for the payment of the principal of, and interest on, this Bond.

IN WITNESS WHEREOF, the Municipality, by its governing body, has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk, and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication:

Dated: _____, 2025

This Bond is one of the Bonds described in the within-mentioned 2025 Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent, which requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or change whatsoever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of such person’s authority to act must accompany this Bond.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO BOND SALE

On July 15, 2025, pursuant to Section 66.0621 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin (the "City") authorized the borrowing of money and authorized certain City officials to enter into a purchase contract relating to said borrowing. On _____, 2025 the City entered into a purchase contract with a purchaser to whom the City agreed to sell its water system revenue bonds in the principal amount of \$ _____. It is anticipated that the closing of the bonds will be held on or about _____, 2025. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:00 p.m. on weekdays.

This notice is given pursuant to Section 893.77(2) of the Wisconsin Statutes, which provides that (i) an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice, and (ii) the notice may not be published until after the issuer has entered into a contract for sale of the bond or other financing.

Publication Date: July ____, 2025

/s/ Celestine Jeffreys
City Clerk

CERTIFICATIONS BY CLERK

I, Celestine Jeffreys, certify that I am the duly qualified and acting Clerk of the City of Green Bay, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”) and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**A Resolution Authorizing and Providing for the Issuance
and Establishing the Parameters for the Sale of Not to Exceed
\$20,000,000 Water System Revenue Bonds, Series 2025,
and All Related Details**

I further certify as follows:

1. **Meeting Date.** On July 15, 2025, a meeting of the Governing Body was held beginning at _____ p.m.
2. **Posting.** On July ___, 2025 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On July ___, 2025 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___ voted Nay, and ___ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on July __, 2025 and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution this certificate is attached to.

9. **Publication of Notice.** I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on July __, 2025.

[SEAL]

Clerk



MINUTES OF THE WATER COMMISSION

MONDAY, JULY 14, 2025, 8:30 AM

In person at the Green Bay Water Utility.

631 S Adams St

Virtual attendance is also available via Zoom.

A. ZOOM MEETING INFORMATION.

- I. Join Zoom Meeting Online:

<https://zoom.us/j/98284055918?pwd=eHBxaWkvNlJ2a3N0RERUWkRsNjVkUT09>

Or call in by phone: +1 312 626 6799

Meeting ID: 982 8405 5918

Passcode: 385002

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting. More detailed [Zoom Instructions](#) can be found online.

B. ROLL CALL.

- I. Members: John Heugel, Jamie Wall, Jacque Boyle, Thomas Karman, Allen Farvour, Lynn Gerlach, William Morgan, John Luczaj

On Monday, July 14, 2025, the Water Commission met in person and virtually via Zoom. President Heugel called the meeting to order at 8:30 a.m. Recording Secretary Beilke called the roll. Five voting commission members: President John Heugel (In Person), Vice President Jamie Wall (In Person), Al Farvour (Virtually via Zoom), Lynn Gerlach (In Person) and John Luczaj (In Person).

Also present: Alder Bill Morgan (In Person, non-voting), Council Representative to the Water Commission, Attorney William Vande Castle (Virtually via Zoom), and Bradley Viegut from Baird & Co, Inc.

Staff present: Brian Powell, Doug Martin, Stephanie Rogers, Andrea Hay, Russ Hardwick, Kristin Romanowicz, Sam Miesbauer, Jon Peters, and Hailey Heath.

C. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the Monday, July 14, 2025, meeting of the Water Utility Commission.

Moved by Jamie Wall, seconded by Lynn Gerlach to approve the agenda. Voice vote being had, the motion passed unanimously.

D. APPROVAL OF MINUTES.

1. Approval of the minutes from the June 23, 2025 meeting.

Moved by Jamie Wall, seconded by Lynn Gerlach to approve the minutes. Voice vote being had, the motion passed unanimously.

E. REGULAR BUSINESS.

1. Introduction to new employee, Sam Miesbauer, Filter Plant Technician.

The Water Commission members welcomed Sam Miesbauer to the Green Bay Water Utility.

2. Approval of Resolution Relating to the Issuance of Water System Revenue Bonds. Presentation by Bradley Viegut of Robert W. Baird & Co, Inc.

Moved by Lynn Gerlach, seconded by Allen Farvour to approve and recommend that the Green Bay Common Council adopt the resolution authorizing and providing for the issuance and establishing the parameters for the sale of not to exceed \$20,000,000 Water System Revenue Bonds, Series 2025, and all related details. Voice vote being had, the motion passed unanimously.

F. INFORMATIONAL.

1. General Manager Update.

General Manager Brian Powell provided the commission with updates on the following initiatives within our organization:

1. Village Pulaski Update
2. Additional Generation at Lake Station Project Update
3. South Intake Update
4. Police Vehicle Storage at Filter Plant
5. Workforce Report
 - a. Safety Coordinator

G. ADJOURNMENT.

- I. Adjournment of the Monday, July 14, 2025, meeting of the Water Utility Commission.

Moved by John Luczaj, seconded by Jamie Wall to adjourn. Voice vote being had, the motion passed unanimously.



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

MEETING DATE

July 15, 2025

PREPARED BY

Lindsey Belongea, Staff

AGENDA ITEM # V.I

G.O. 17-25

An ordinance amending section 6-3(e) relating to license to keep hens.

BACKGROUND

This is a text amendment fixing a typo/error in the text of Section 6-3(e)

RECOMMENDATION

Law Department recommends approval.

FISCAL IMPACT

N/A

ATTACHMENTS

- I. DRAFT G.O. 17-25 Relating to License to Keep Hens

GENERAL ORDINANCE NO. 17-25

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

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

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

- (e) *Late fees.* The City Clerk shall assess and collect a late fee as provided in the City Fee Schedule from every owner of a hen ~~eight~~ **twenty (20)** weeks of age or older if the owner fails to obtain a license prior to April 1 of each year, or within 30 days of acquiring ownership of a licensable hen, or if the owner fails to obtain a license on or before a hen reaches the licensable age.

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
[DATE]



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # V.2

G.O. 13-25

An ordinance creating section 14-1, Green Bay Municipal Code, relating to emergency proclamation

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 13-25 Relating to Emergency Proclamation

GENERAL ORDINANCE NO. 13-25

**AN ORDINANCE
CREATING SECTION 14-1,
GREEN BAY MUNICIPAL CODE,
RELATING TO EMERGENCY PROCLAMATION**

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

SECTION 1. Section 14-1, Green Bay Municipal Code, is hereby created to read:

14-1 EMERGENCY PROCLAMATION.

- (a) The Common Council is empowered to declare, by ordinance or resolution, an emergency existing within the city whenever conditions arise by reason of war, conflagration, flood, heavy snow storm, blizzard, catastrophe, disaster, riot or civil commotion, acts of God, medical emergencies or pandemics, and including conditions, without limitation because of enumeration, which impair transportation, food or fuel supplies, medical care, fire, health or police protection or other vital services of the City. The period of the emergency shall be limited by the ordinance or resolution to the time during which the emergency conditions exist or are likely to exist. The power conferred by this Section supersedes other provisions of local law. This Section shall be construed to confer upon the Council sufficient powers to address the severity of any emergency, such that the authority of the Council is greater when the emergency is greater.
- (b) The emergency power of the Common Council conferred under Subsection (a) includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, welfare and good order of the city in the emergency and includes without limitation because of enumeration the power to:
 - (1) Bar, restrict or remove all unnecessary traffic, both vehicular and pedestrian, from the local highways notwithstanding any provision of Wis. Stat. chs. 341 to 349, or any other provisions of law.
 - (2) Impose a curfew upon all or any portions of the City thereby requiring all persons in such designated curfew areas to remove themselves immediately from the public streets, alleys, parks or other public places. Physicians, nurses and ambulance operators performing medical services, bona fide members of the news media, personnel of public utilities maintaining essential public services and, firefighters and City authorized or requested law enforcement officers and personnel may be exempted from such curfew.
 - (3) Order the closing of any business establishments anywhere within the City for the period of the order within the City, such businesses to include, without limitation because of enumeration, those selling intoxicating liquor, fermented malt beverages, gasoline or firearms.

- (4) Call upon regular and auxiliary law enforcement agencies and organizations within or outside the City of Green Bay to assist in preserving and keeping peace and order within the City.
- (c) If, because of the emergency conditions, the Common Council is unable to meet with promptness, the Mayor or, in the event of their inability to act, the president of the Council or other successor as determined under Section 2-28, shall exercise by proclamation all of the powers conferred upon the Common Council under Sec. (a) or (b) which within the discretion of the Mayor or the Mayor's successor appear necessary and expedient for the purposes herein set forth. The proclamation shall be subject to ratification, alteration or repeal by the Common Council as soon as the Common Council can meet, but the subsequent action by the Common Council shall not affect the prior validity of the proclamation.
- (d) The proclamation, ordinance, or resolution declaring an emergency under Sec. (a), (b) or (c) shall be effective upon its issuance and its dissemination to the public by appropriate news media.
- (e) Any person who willfully fails or refuses to comply with any lawful order or duly authorized law enforcement officers or personnel charged with the enforcement of such proclamation of emergency shall be subject to a forfeiture of not more than five hundred dollars (\$500) for each offense.
- (f) Each portion of this section is deemed severable and if any provision is held to be unconstitutional or invalid for any reason, such decision shall not affect any portion of this section other than the portion or portions affected by such decision.
- (g) This section shall supersede all other provisions of the Green Bay City Code in conflict with this section and is adopted pursuant to the authority in Ch. 323 and sec. 62.11(5), Wis. Stats.

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
07/15/2025



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

MEETING DATE

July 15, 2025

PREPARED BY

AGENDA ITEM # V.3

G.O. 14-25

An ordinance creating section 14-2, Green Bay Municipal Code, relating to emergency management.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 14-25 Relating to Emergency Management

GENERAL ORDINANCE NO. 14-25

**AN ORDINANCE
CREATING SECTION 14-2,
GREEN BAY MUNICIPAL CODE,
RELATING TO EMERGENCY MANAGEMENT**

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

SECTION 1. Section 14-2, Green Bay Municipal Code, is hereby created to read:

14-2 EMERGENCY MANAGEMENT.

(a) Policy and Purpose.

- (1) Emergency Management requires the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to minimize and repair injury and damage resulting from disaster of all kinds, including enemy action and natural or unforeseen disasters, it being necessary to:
 - a. Establish a local emergency management plan.
 - b. Provide for the exercise of necessary powers during emergencies resulting from disaster.
 - c. Provide for cooperation and mutual assistance between this City and other political divisions.
 - d. Collaborate with private individuals and entities for the purpose of preparing for, responding to and recovering from such disasters and emergencies.
- (2) It is further declared to be the purpose of this ordinance and the policy of the City that all emergency management functions of the City shall be carried out pursuant to this ordinance and the emergency management plan developed hereunder, as part of a county-wide emergency management program to the maximum extent practicable. Existing services and resources of this City shall be used as needed. All of this shall be carried out within the framework of Wis. Stat. ch. 323.

(b) Definitions. In this chapter,

- (1) "Biological agent" means any of the following:
 - a. A select agent that is a virus, bacterium, rickettsia, fungus, or toxin that is specified under 42 CFR 72, Appendix A and all subsequent and amendments.
 - b. A genetically modified microorganism or genetic element from an organism under Sub. (1) that is shown to produce or encode for a factor associated with a disease.
 - c. A genetically modified microorganism or genetic element that contains nucleic acid sequences coding for a toxin under Sub. (b)(1) or its toxic subunit.
 - d. An agent specified by the State of Wisconsin Department of Safety and Professional Services by rule.

- (2) "Bioterrorism" means the intentional use of any biological, chemical, or radiological agent to cause death, disease, or biological malfunction in a human, animal, plant, or other living organism in order to influence the policy of a governmental unit or to intimidate or coerce the civilian population.
- (3) "Chemical agent" means a substance that has chemical properties that produce lethal or serious effects in plants or animals.
- (4) "Civil defense" means all measures undertaken by or on behalf of the state and its subdivisions: to prepare for and minimize the effect of enemy action upon the civilian population.
- (5) "Disaster" means a severe or prolonged, natural or human-caused, occurrence that threatens or negatively impacts life, health, property, infrastructure, the environment, the security of this state or this City a portion of this state or this City, or critical systems, including computer, telecommunications, or agricultural systems.
- (6) "Emergency" means either:
 - a. The imminence or existence of a major disaster or catastrophe resulting from enemy attack, sabotage, or other hostile action, or by fire, flood, earthquake, disease or pandemic, or other natural or unforeseen causes which are clearly beyond the control of normal government services, personnel, equipment and facilities; or
 - b. When a state of emergency has been proclaimed by the governor of the state, or the Mayor or designee hereunder or by the Common Council as provided in Section 14-1 of the Code of Green Bay.
- (7) "Emergency management" includes "civil defense" and means all measures undertaken by or on behalf of the state and its subdivisions:
 - a. to prepare for and minimize the effect of enemy action and natural or unforeseen disaster upon the civilian population;
 - b. to effectuate emergency repairs to, or the emergency restoration of, vital public utilities or facilities destroyed or damaged by such action or disaster;
 - c. to develop and implement a plan to ensure the continuity of normal governmental operations during an emergency.
 - d. to assist as appropriate the civilian population in the recovery from an emergency.
- (8) "Emergency Management Coordinator" for the City of Green Bay shall be the Fire Department Chief, or their designee, and shall mean "Head of Emergency Management Services" as that term is used in Wis. Stat. ch. 323.
- (9) "Enemy action" means hostile action by a foreign power which threatens the security of this City or a portion thereof.
- (10) "Incident command system" means a functional management system established to control, direct, and manage the roles, responsibilities, and operations of all of the agencies involved in a multi-jurisdictional or multi-agency emergency response.

- (11) "National incident command system" (NIMS) is a national approach to an incident command system providing an integrated system with uniform processes, protocols and procedures for emergency response at every level of government.
 - (12) "Public health emergency" means the occurrence or imminent threat of an illness or health condition that meets all of the following criteria:
 - a. Is believed to be caused by bioterrorism or a novel or previously controlled or eradicated biological agent.
 - b. Poses a high probability of any of the following:
 - 1. A large number of deaths or serious long-term disabilities among humans.
 - 2. A high probability of widespread exposure to a biological, chemical, or radiological agent that creates a significant risk of substantial future harm to a large number of people.
 - (13) "Radiological agent" means radiation or radioactive material at a level that is dangerous to human health.
 - (14) "State of emergency" means the interim of time between the imminence of or the beginning of an emergency or the issuance of the proclamation declaring an emergency by either the governor; County Executive of Brown County; Mayor or designee hereunder; the Common Council; or other official as authorized under Section 14.1, Code of Green Bay and a terminating proclamation is issued by such official declaring the period of extreme emergency to be at an end.
- (c) Emergency Management Coordinator.
- (1) Position. There is hereby created a position of Emergency Management Coordinator who shall serve as the link between the City and State and Brown County Offices of Emergency Management as well as between the City and private individuals and/or entities for emergency management purposes. The City of Green Bay Fire Department Chief shall have this position, and shall have responsibility in all matters concerning the City's emergency management as set forth in this ordinance.
 - (2) Duties and Authority. The Emergency Management Coordinator shall have the powers and duties set forth in Subsection (d), below. They shall be the coordinator of emergency management for the City and shall have direct responsibility for organizing, administering, training and operating emergency management within the framework of the City's emergency management plan and shall serve as the signatory for the City in emergency management matters during a state of emergency in the absence or unavailability of the Mayor.
- (d) Powers and Duties of the Emergency Management Coordinator.
- (1) The Emergency Management Coordinator shall develop and promulgate emergency management plans consistent with state plans, direct the emergency management program and perform such other duties related to emergency management as are required by the Common Council. The emergency management plan shall require the use of the incident command system and NIMS, as appropriate, by all emergency response agencies, including the local health department as defined in Wis. Stat. § 250.01(4), during a state of emergency

declared by the Governor under Wis. Stat. § 323.10, or by the Mayor or Common Council hereunder, or by the Common Council under 14.1 of the Green Bay Code or in any other multi-jurisdictional or multi-agency emergency response.

- (2) The Emergency Management Coordinator shall coordinate and schedule City emergency management training programs and exercises, direct participation in emergency management programs and exercises ordered by the adjutant general of the State of Wisconsin and the Brown County director of emergency management, and advise the Brown County director of emergency management on City emergency management programs and submit to him or her such reports as he or she requires.
 - (3) In addition, the Emergency Management Coordinator shall be responsible for performance of the following activities:
 - a. Develop an organized and comprehensive emergency plan for the City.
 - b. Assess risks and potential risks and hazards.
 - c. Serve as a resource to organize, train, and equip emergency responders and emergency management staff.
 - d. Support incident command system.
 - e. Serve as Emergency Operation Center director.
 - f. Review City agency plans to ensure plans are coordinated, current and comprehensive.
 - g. Serve as staff advisor to the Mayor on emergency management matters.
 - h. Keep the Mayor apprised of the preparedness status and emergency management needs.
 - i. Coordinate City planning and preparedness activities.
 - j. Prepare and maintain a resource inventory.
 - k. Ensure City plan is coordinated with other state and local government plans.
 - l. Coordinate periodic emergency exercises.
 - m. Perform as necessary liaison with the state emergency management staff and other local emergency management personnel.
 - n. Coordinate with organized volunteer groups and businesses regarding emergency operations.
 - o. Prepare the City to manage emergencies from mitigation and preparedness to response and recovery.
 - p. Direct the activities of the Emergency Management Planning Staff Team.
- (e) Utilizing Existing Services and Resources.
- (1) Resources. In preparing and executing the emergency management plan, the services, equipment, supplies and facilities of the existing departments and agencies of the City shall be utilized to the maximum extent practicable; and the officers and personnel of all such departments and agencies are directed to cooperate with and extend such service and facilities as are required of them by the Emergency Management Coordinator.

- (2) Management Services. Specific assignments to various departments for emergency management purposes shall be made in accordance with the Green Bay emergency management plan as approved by the Common Council.
 - (3) Management Cooperation. All Department and Division heads shall assist the Emergency Management Coordinator in the development of the emergency management plan to ensure the safety and welfare of the general public and the continuity of normal governmental operation during a state of emergency.
 - (4) Contracting Powers. The Emergency Management Coordinator is empowered to enter into contracts to purchase or provide goods and services consistent with the mission of Emergency Management, as authorized by the Emergency Management Plan approved by the Common Council and in accordance with all adopted budgetary restrictions and authorizations.
- (f) Emergency Regulations. Whenever necessary, to meet an emergency for which adequate regulations have not been adopted by the Common Council, the Common Council, or if the Common Council is unavailable, the Mayor may, pursuant to Section 14.1, GBMC, issue a proclamation to promulgate and serve such orders, rules and regulations relating to the conduct of persons and the use of property as shall be necessary to protect the public's health and safety and to protect lives and property and to insure the cooperation necessary for emergency management activities. Such proclamation shall be in accordance with Section 14.1, GBMC.
- (g) Mutual Aid Agreements. The Emergency Management Coordinator may, subject to the approval of the Common Council, enter into mutual aid agreements with other political subdivisions. Copies of such agreements shall be filed with the City Clerk and the State Adjutant General.
- (h) Declaration of Emergencies.
- (1) Upon the declaration of a state of emergency by the Governor, by the Mayor, or in the absence of the Mayor, by the President of the Common Council or the individual designated under Sec. 14.1, Green Bay code by the Common Council under Sec. 14.1, Green Bay Code, the Emergency Management Coordinator shall disseminate all proclamations as to the existence of such state of emergency and shall issue such alerts as shall be required in the emergency management plan.
 - (2) Such state of emergency shall continue until terminated by the issuing authority, provided that any such declaration not issued by the Governor may be terminated at the discretion of the Common Council.
 - (3) During the continuance of a state of emergency, the Emergency Management Coordinator may contract with any person to provide equipment and services on a cost basis to be used in disaster relief, or commandeer materials, services and property in the public interest and safety. Such authority to contract shall be limited to the provision of goods and services necessary to stop further damage and/or to maintain basic municipal services and/or infrastructures. Contracts in excess of fifty thousand dollars (\$50,000) shall require approval of the Mayor.
 - (4) Upon the completion of the work described in sub. (3) and the termination of the state of emergency, the Emergency Management Coordinator shall make a

complete report of the work to the Mayor and the Common Council, stating in detail the items of cost and the total cost of doing the work. The City Clerk shall publish the report as a part of the proceedings of the Common Council.

- (i) Emergency Management Funds. Such money deemed necessary for the carrying out of the purposes of this ordinance, except as otherwise specifically provided, shall be disbursed in the manner prescribed for the disbursement of public funds, excepting in case of a state of emergency proclaimed as provided herein. In which event the Mayor may disburse such reasonable and necessary contingency funds within their discretion for emergency government purposes without the signature or countersignature of any other City officer or compliance with any other ordinance. Upon the completion of the work and the termination of the state of emergency, the Mayor shall make a complete report of the work to the Common Council, stating in detail the items of cost and the total cost of doing the work. The City Clerk shall publish the report as a part of the proceedings of the Common Council.
- (j) Enforcement. It shall be the duty of every emergency government committee established pursuant to this Section and the Emergency Management Coordinator, Department Heads, officers, agents, employees and all other City and emergency government personnel to execute, enforce and obey such lawful orders rules and regulations as may be issued by the Mayor during a state of emergency.
- (k) Penalty. Any person who fails to comply with any lawful order issued under this section shall be subject to a forfeiture of up to five thousand dollars (\$5,000). Each and every refusal to comply with an order shall be considered a separate offense.

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
07/15/2025

MISCELLANEOUS ORDINANCE NO. 04-25

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE SMART GROWTH
2022 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY RELATED
TO PROPERTY LOCATED AT 3250 FINGER ROAD AND 3542 FINGER ROAD
FROM SCHOOLS, PARKS, AND LOW-MEDIUM DENSITY HOUSING TO
MEDIUM INTENSITY OFFICE, RETAIL AND HOUSING.
(CPA 25-04)**

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 25-04 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.

Lots One (1) and Two (2), Plat of Prince of Peace-Holy Martyrs, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin

Parcels contain 240,143 square feet / 5.513 acres more or less.

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



Proposed Rezone and Comprehensive Plan Amendment

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 Petition (ZP 25-16)
Comprehensive Plan Amendment Request (CPA 25-04)
3520 Finger Road
3542 Finger Road

ZONING ORDINANCE NO. 13-25

**AN ORDINANCE REZONING TO PROPERTY LOCATED AT 3520 FINGER ROAD AND
3542 FINGER ROAD FROM LOW-DENSITY RESIDENTIAL (R1)
TO OFFICE-RESIDENTIAL (OR)
(ZP 25-16)**

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 located at 3520 FINGER ROAD AND 3542 FINGER ROAD (PARCELS 21-8068 AND 21-8069) from Low-Density Residential (R1) to Office-Residential (OR):

Lots One (1) and Two (2), Plat of Prince of Peace-Holy Martyrs, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin

Parcels contain 240,143 square feet / 5.513 acres more or less.

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

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

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

APPROVED:

Eric Genrich, Mayor

jl:
Attachment – Location Map



Proposed Rezone and Comprehensive Plan Amendment

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 Petition (ZP 25-16)
Comprehensive Plan Amendment Request (CPA 25-04)
3520 Finger Road
3542 Finger Road



Clerk's Office
100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov
Phone: 920-448-3010
Fax: 920-448-3016

July 10, 2025

VIA CERTIFIED MAIL

Dianyong Mei
Sunrise Spa
503 S Military
Green Bay, WI 54303

Dear Spa Owner,

Pursuant to Green Bay Municipal Code Section 10-95(g), we are notifying you that the Green Bay Common Council has voted not to renew your Massage Establishment License for the 2025-26 license year based on the following grounds:

GROUND FOR DENIAL

- Sec. 10-95(g)(1)(d)—Establishment has advertised for massage therapy that involves sexual acts or contact with intimate parts.

CRITERIA

- 1. False or Misleading Information**
 - Passed
- 2. Criminal History (Applicant or listed employee convicted of a crime related to Prostitution, Sexual offenses, Drug related offenses, Crimes against Person/property, or Felony (in past 5 years))**
 - Owner Mei (NMI) Dianyong has a charge of promoting Human trafficking in Kentucky from 2024 disposition is unknown
- 3. Prior violation of ordinances/Laws (violated Green Bay Massage Ordinance in last 3 years)**
 - Passed
- 4. Unlicensed/Unqualified Personnel**
 - Owner Mei (NMI) Dianyong does not have a license to perform Massages through Wisconsin
- 5. Illegal or Inappropriate Advertising (business or affiliate advertises or has history of advertising services involving sexual acts, contact intimate parts, misrepresentation of licensed services)**
 - Phone Number for massage establishment was listed on websites GreenBay wi.assortlist.com and Hot.com which are known to be illicit websites
- 6. Prior Revocation or Suspension**
 - Passed
- 7. Public Safety Concerns (the applicants business history/conduct raises concerns about public safety, public health or moral integrity)**

- Hua Keller (listed employee) was suspect at another massage establishment in Green Bay, WI where she was accused of touching a male's genitals. The male reported it and wanted something done but did not want to give a statement or be a victim as he was a grown man

You have the right to appeal this ruling. Please submit the attached form to the Clerk's office (information above) within ten (10) days of your receipt of this correspondence. Your appeal will be heard before the Council as a Quasi-Judicial hearing.

If you have any questions, please reach out to my office.

Sincerely,

Celestine Jeffreys, Clerk

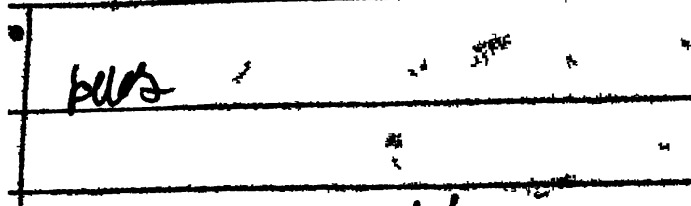
Mailer: City of Green Bay

Date Produced: 06/23/2025

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8319 5076 05. Our records indicate that this item was delivered on 06/21/2025 at 03:28 p.m. in GREEN BAY, WI 54303. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

DIANYONG MEI
SUNRISE SPA
503 S MILITARY AVE
GREEN BAY WI 54303-2209

Customer Reference Number: C5984074.36332632



Return address:

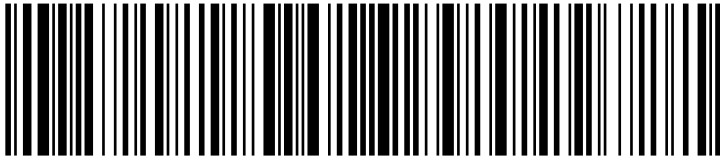
CITY OF GREEN BAY
100 N JEFFERSON STREET
GREEN BAY WI 54301

Recipient address:

DIANYONG MEI
SUNRISE SPA
503 S MILITARY AVE
GREEN BAY WI 54303-2209

MAILING DATE: 06/18/2025
DELIVERY DATE: 06/21/2025

USPS CERTIFIED MAIL



9214 8901 9403 8319 5076 05

USPS Tracking Label Number: 9214 8901 9403 8319 5076 05

USPS Tracking History	Location	Date / Time
PRE-SHIPMENT INFO SENT USPS AWAITS ITEM	GREEN BAY,WI 54301	06/18/2025 12:03
SHIPMENT RECEIVED ACCEPTANCE PENDING	GREEN BAY,WI 54303	06/18/2025 17:45
ORIGIN ACCEPTANCE	GREEN BAY,WI 54301	06/20/2025 23:28
PROCESSED THROUGH USPS FACILITY	GREEN BAY WI DISTRIBUTION CENTE 54303	06/21/2025 00:43
DELIVERED LEFT WITH INDIVIDUAL	GREEN BAY,WI 54303	06/21/2025 15:28

CUSTOM 1:



Clerk's Office
100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov
Phone: 920-448-3010
Fax: 920-448-3016

License Appeal Form

- Use this form to submit an appeal for a license which was either not renewed or revoked.
- Appeal up to 10 days after the date you received the non-renewal letter.
- Attach the denial letter you received.
- Appeal will be heard before the Common Council, as a quasi-judicial hearing.
- The Clerk's office will send you a notice regarding your quasi-judicial hearing.
- Provide verbal testimony and/or present evidence at your hearing.
- Attend the quasi-judicial hearing, in person only.

Appellant's Name: Hua Keller, Owner of Sunrise Spa

License Address: 503 S. Military Ave. Green Bay, WI 54303

E-mail: BRandall@AmundsenDavisLaw.com Phone Number: 414-225-1484

License to Appeal: Massage Establishment License

☒ I attached supporting documentation

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

Applicant Signature: 
Brian C. Randall, Attorney-in-Fact for Appellant, Hua Keller

Hua Keller License Appeal Responses – p. 1

In response to the attached denial letter, Hua Keller, owner of Sunrise Spa, states as follows:

- A. Grounds for Denial: Sec. 10-95(g)(1)(d)—Establishment has advertised for massage therapy that involves sexual acts or contact with intimate parts.
 - i. **Deny; Sunrise Spa has not advertised for any services that involve sexual acts or contact with intimate parts.**
- B. Criterion 2: Criminal History (Applicant or listed employee convicted of a crime related to Prostitution, Sexual offenses, Drug related offenses, Crimes against Person/property, or Felony (in past 5 years)).
 - Owner Mei (NMI) Dianyong has a charge of promoting Human trafficking in Kentucky from 2024 disposition is unknown
 - i. **Deny; no person involved with the licensee has been convicted of any such listed crime in the past 5 years.**
 - ii. **Further Hua Keller is the current owner and Mei (NMI) Dianyong is no longer involved with the establishment.**
- C. Criterion 4: Unlicensed/Unqualified Personnel
 - Owner Mei (NMI) Dianyong does not have a license to perform Massages through Wisconsin
 - i. **Hua Keller is the current owner and has a valid license from the State of Wisconsin Department of Safety and Professional Services (see attached).**
 - ii. **Further, Mei (NMI) Dianyong is no longer involved with the establishment and Hua Keller lacks knowledge and information to respond to whether Mei (NMI) Dianyong had or has a license.**
- D. Criterion 5: Illegal or Inappropriate Advertising (business or affiliate advertises or has history of advertising services involving sexual acts, contact intimate parts, misrepresentation of licensed services)
 - Phone Number for massage establishment was listed on websites GreenBaywi.assortlist.com and Hot.com which are known to be illicit websites
 - i. **Deny; Sunrise Spa does not advertise and does not have a history of advertising for any services that involve sexual acts, contact with intimate parts, or misrepresentation of licensed services.**
 - ii. **Further, Sunrise Spa did not knowingly post its phone number to any websites that are known to be illicit websites and lacks knowledge or information about how its phone number may be so listed.**

Hua Keller License Appeal Responses – p. 2

- iii. **Further, even if Sunrise Spa's phone number is listed on any websites that are known to be illicit websites, any such listing is not credible evidence of illegal or inappropriate advertising.**
- E. **Criterion 7: Public Safety Concerns (the applicants business history/conduct raises concerns about public safety, public health or moral integrity)**
 - **Hua Keller (listed employee) was suspect at another massage establishment in Green Bay, WI where she was accused of touching a male's genitals. The male reported it and wanted something done but did not want to give a statement or be a victim as he was a grown man.**
 - i. **Deny; Hua Keller did not touch a male's genitals at another establishment in the City.**
 - ii. **Further, an undated accusation by an unnamed person who "did not want to give a statement" is not credible evidence of a history or conduct that raises concerns about public safety, public health or moral integrity.**
- F. **Additional support for renewal of the license:**
 - i. **Hua Keller is the current owner of Sunrise Spa; Hua Keller bought Sunrise Spa from Mei (NMI) Dianyong who is no longer involved with the establishment.**
 - ii. **Hua Keller and her husband George O'Brien Keller also bought the commercial space where Sunrise Spa is located (see attached, City Parcel Data for Tax Key No. 6-1520-A).**
 - iii. **Sunrise Spa maintains a current policy of commercial general liability insurance (see attached) that is being paid for by Hua Keller, the current owner of Sunrise Spa.**
 - iv. **As the current owner of Sunrise Spa and a valid licensee with the State of Wisconsin Department of Safety and Professional Services, Hua Keller respectfully requests to amend the 2025-2026 application form in her name as the owner and to remove Mei (NMI) Dianyong as listed thereon.**

Finally, Hua Keller requests that her appeal be heard before the Common Council. Further, Hua Keller requests a reasonable accommodation by the Common Council for English-Chinese translation services at any proceedings for the license application or appeal.



Clerk's Office
100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
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Phone: 920-448-3010
Fax: 920-448-3016

June 11, 2025

VIA CERTIFIED MAIL

Dianyong Mei
Sunrise Spa
503 S Military
Green Bay, WI 54303

Dear Spa Owner,

Pursuant to Green Bay Municipal Code Section 10-95(g), we are notifying you that the Green Bay Common Council has voted not to renew your Massage Establishment License for the 2025-26 license year based on the following grounds:

GROUND FOR DENIAL

- Sec. 10-95(g)(1)(d)—Establishment has advertised for massage therapy that involves sexual acts or contact with intimate parts.

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- 1. False or Misleading Information**
 - Passed
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 - Owner Mei (NMI) Dianyong has a charge of promoting Human trafficking in Kentucky from 2024 disposition is unknown
- 3. Prior violation of ordinances/Laws (violated Green Bay Massage Ordinance in last 3 years)**
 - Passed
- 4. Unlicensed/Unqualified Personnel**
 - Owner Mei (NMI) Dianyong does not have a license to perform Massages through Wisconsin
- 5. Illegal or Inappropriate Advertising (business or affiliate advertises or has history of advertising services involving sexual acts, contact intimate parts, misrepresentation of licensed services)**
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- Hua Keller (listed employee) was suspect at another massage establishment in Green Bay, WI where she was accused of touching a male's genitals. The male reported it and wanted something done but did not want to give a statement or be a victim as he was a grown man

You have the right to appeal this ruling. Please submit the attached form to the Clerk's office (information above) within ten (10) days of your receipt of this correspondence. Your appeal will be heard before the Council as a Quasi-Judicial hearing.

If you have any questions, please reach out to my office.

Sincerely,

Celestine Jeffreys, Clerk

NO. 15550 - 146

EXPIRES: 02/28/2027

The State of Wisconsin
Department of Safety and Professional Services
MEDICAL EXAMINING BOARD

Hereby certifies that

Hua Keller

was granted a license to practice as a

MASSAGE THERAPIST OR BODYWORK THERAPIST

in the State of Wisconsin in accordance with Wisconsin Law
on the 29th day of July in the year 2021.
The authority granted herein must be renewed each biennium by the granting authority.

In witness thereof, the State of Wisconsin

Medical Examining Board

has caused this certificate to be issued under
the seal of the Department of Safety and Professional Services




DPS Secretary

Chairperson

Secretary

This certificate was printed on the 29th day of January in the year 2025



City Of Green Bay > Parcel Data

Find a Parcel

Current Parcel: 6-1520-A

📍 505 S MILITARY AVE

(505 S MILITARY AV)

GEORGE OBRIEN KELLER

10950 POPPY HILL DR INDIANAPOLIS IN 46234

[Street View Map](#) • [Green Bay Parcel Map](#) • [Google Map](#)
[Assessment Records](#)[Zoning and Districts](#)[Brown County Parcel Data](#)[Inspection Records](#)[Short Term Rental](#)[Special Assessments](#)[Requests For Service](#)[Police Calls](#)[2025 Commercial Assessment](#)[2024 Commercial Assessment](#)[2023 Commercial Assessment](#)[Property Sales](#)[Sketches](#)[Occupancies](#)

2025 Commercial Assessment

Total Living Units: 0	Predominant Exterior Wall Desc: Cavity Concrete Block	Stories: 1
Finished Basement S F: 0	Above Grade S F: 3795	Property Type: Neighborhood shopping center
Below Grade S F: 0		

Assigned Appraiser

Assigned Assessor: **Commercial Appraiser 920-448-3067 commercial.appraiser@greenbaywi.gov**

Property Info

Water Front Type: None	County: Brown	Total Improvements: 2
Acres: 0.11	Zoning: Commercial One	Neighborhood Group: Commercial
Square Feet: 4790	Has O B I: Yes	Neighborhood: 360 (Military/Shawano)
Depth: 0	Has Commercial: Yes	Sanitary: Sewer
Width: 0	Has Land: Yes	Water: City water
Land Use: Commercial	Flood Plain:	Traffic: Heavy
Tax Key Number: 6-1520-A	Property Address: 505 S Military Ave	Legal Acres: 0.109
O B I Count: 1	Unit Number:	

Building Information

Tax Class: Commercial	Year Built: 1970
------------------------------	-------------------------

Legal Description

Legal Description: **4,790 SQ FT BEACON CENTER DEVELOPMENT S 48 FT OF N 69.5 FT OF LOT 11 AND PARTY WALL RIGHTS EACH SIDE**

Value

Total Assessed Value Land: \$114,000	Total Assessed Value Improvements: \$153,000	Total Assessed Value: \$267,000
---	--	--

The City of Green Bay is not responsible for the misrepresentation, inaccuracies or unauthorized use of the information presented.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Max Group & Associates 3131 South Canal Street, Unit Suite A1 Chicago IL 60616	CONTACT NAME: Joyce Cen PHONE (A/C, No, Ext): (773) 376-1000 FAX (A/C, No): (773) 376-8389 E-MAIL ADDRESS: joycecen@maxgroupins.com														
INSURED HEAVEN SPA LLC, DBA: Sunrise Spa 503 S Military Ave Green Bay WI 54303	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Fidelity & Guaranty Ins Co</td><td>35386</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Fidelity & Guaranty Ins Co	35386	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL2561333491**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BIP-B5370181	06/13/2025	06/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

HEAVEN SPA LLC DBA: Sunrise Spa 503 S Military Ave Green Bay WI 54303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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RE: 503 S Military, Sunrise Spa, Quasi Judicial Hearing

From Randall, Brian C. <brandall@amundsendavislaw.com>

Date Wed 7/9/2025 9:39 PM

To Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>

Thanks Celestine. I guess my delay was the latest of many this license year. I saw that the licenses were supposed to be renewed as of April 30th so the City started things late and then our request was later during the 10 days because of some delays we had when Hua's husband had a death in the family in late June.

However, I saw in the fact sheet that the Council can waive the deadline and consider the item. How can we make that request? Incidentally, I will actually be in Green Bay tomorrow afternoon so I could even stop by City Hall if there is paperwork to complete in person or if it will help to discuss things.

Finally, thanks for your explanation about the potential new application following non-renewal. I will look at that form and discuss with Hua as either a concurrent or alternate approach.

Best,
Brian

Brian Randall
Amundsen Davis LLC
BRandall@AmundsenDavisLaw.com
Direct 414.225.1484

From: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>

Sent: Wednesday, July 9, 2025 5:05 PM

To: Randall, Brian C. <brandall@amundsendavislaw.com>

Subject: Re: 503 S Military, Sunrise Spa, Quasi Judicial Hearing

[EXTERNAL]

Greetings, Attorney Randall,

Given that you'd missed the deadline, I do not believe we can accept this appeal.

Currently, the ordinance does not disallow those who've been non-renewed from applying again. May I suggest that to you?

If you have other questions, please feel free to reach out.

Celestine Jeffreys, Clerk

greenbaywi.gov/clerk

920.448.3010

100 N. Jefferson, Rm 106

Hours: Monday to Thursday--7:30 am to 5:00 pm; Friday--7:30 am to 11:30 am

From: Randall, Brian C. <brandall@amundsendavislaw.com>
Sent: Wednesday, July 9, 2025 4:57 PM
To: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>
Subject: RE: 503 S Military, Sunrise Spa, Quasi Judicial Hearing

Excuse the delay but I had to do some digging because it was not in my In Box or Sent Folder. But now I see what happened – I found it with the attachment in my Drafts Folder ready to be sent (but not) so it was my glitch in the haste to leave the office for the holiday weekend last Thursday. Sorry to have you look for something that was not there to find!

Attached is that printoff from my Drafts Folder (but not with the attachment as that should have come through last night). My apologies.

Thanks,

Brian Randall
Amundsen Davis LLC
BRandall@AmundsenDavisLaw.com
Direct 414.225.1484

From: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>
Sent: Wednesday, July 9, 2025 8:06 AM
To: Randall, Brian C. <brandall@amundsendavislaw.com>
Subject: Re: 503 S Military, Sunrise Spa, Quasi Judicial Hearing

[EXTERNAL]
Mr. Randall,

Thank you for the information. Can you please confirm that you'd sent the email? I don't have it in my inbox. Just send a PDF of the original email.

Celestine Jeffreys, Clerk

greenbaywi.gov/clerk

920.448.3010

100 N. Jefferson, Rm 106

Hours: Monday to Thursday--7:30 am to 5:00 pm; Friday—7:30 am to 11:30 am

From: Randall, Brian C. <brandall@amundsendavislaw.com>
Sent: Wednesday, July 9, 2025 12:27 AM
To: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>
Subject: [EXTERNAL] RE: 503 S Military, Sunrise Spa, Quasi Judicial Hearing

Caution: This email originated from a sender outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Celestine-

Thanks for this email and to Lindsey for leaving a VM for me today. I was out of the office for some bonus days after the holiday weekend but we did an appeal last week. As it does not appear that it went

through, I stopped at the office to run it through our scanner and attach it here. Please confirm receipt – and forward to Lindsey if she or others should have it.

Also, I think that I mentioned that I have a conflicting meeting on July 15th (I'm scheduled to be in Wausau for a rezoning public hearing). As a result, can we be scheduled for the August 5th meeting date? That might also give some additional needed time to make sure that a translator can attend so that my client can understand the proceedings.

Apologies that I did not respond to your earlier inquiries but I appreciate that you and Lindsey reached out. I have a number of meetings scheduled tomorrow upon my official return to the office but I will respond to any emails or calls as soon as I can.

Thanks much,
Brian

PS- Sorry that the best copy of the denial letter that we had is the one from the phone pictures that is attached but I wanted to include that since the form requested it and that is the best copy that I had.

Brian Randall
Amundsen Davis LLC
BRandall@AmundsenDavisLaw.com
Direct 414.225.1484

From: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>
Sent: Tuesday, July 8, 2025 9:14 AM
To: Randall, Brian C. <brandall@amundsendavislaw.com>
Subject: 503 S Military, Sunrise Spa, Quasi Judicial Hearing
Importance: High

[EXTERNAL]

Greetings, Attorney Randall,

I hope this email finds you well.

I've reached out a couple of times to ensure that I did not miss your letter of appeal for the aforementioned spa.

Did you send it?

Celestine Jeffreys, Clerk

greenbaywi.gov/clerk

920.448.3010

100 N. Jefferson, Rm 106

Hours: Monday to Thursday--7:30 am to 5:00 pm; Friday—7:30 am to 11:30 am



Clerk's Office
100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov
Phone: 920-448-3010
Fax: 920-448-3016

VIA EMAIL AND US MAIL

Attorney Brian Randall
Amundsen Davis LLC
111 E Kilbourn Avenue
Milwaukee, WI 53202

RE: Sunrise Spa
503 S Military
Green Bay, WI 54303

Re: Letter Concerning your Quasi-Judicial Hearing

Thank you for submitting your appeal for non-renewal of your 2025-26 Massage Establishment License. This is your notice that your matter will be decided as a quasi-judicial hearing, by the Green Bay Common Council.

In a quasi-judicial hearing the Council will use specific rules for a particular situation and will base their decision on the evidence presented at the hearing. A quasi-judicial hearing provides due process for the affected parties.

Please attend the meeting. You must attend in-person, information is below.

Your hearing date: August 5, 2025

Location (in-person): 100 N. Jefferson, Rm 207, 6:00 pm

Deadline to submit documents: one week prior to the meeting, to the Clerk, information above

At the hearing, the Council will give you an opportunity to provide testimony. Before you present testimony, you'll swear an oath, verifying your truthful testimony. You may submit documents (evidence) to support your testimony, either to the Clerk or directly to Council. If you present documents to Council, please make and distribute 14 copies. You may make a verbal presentation. You may have a lawyer present.

The City will then provide testimony and evidence. You'll have an opportunity to answer the City's evidence and testimony. The City will likewise have an opportunity to answer your evidence and testimony. Council members may ask questions. Once testimony is concluded the council will discuss the matter in "closed session" (only committee members and staff may observe a closed session) to review your appeal. They will make a recommendation, in open session for the public.

Please see the other side for more information



Clerk's Office
100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov
Phone: 920-448-3010
Fax: 920-448-3016

Quasi-judicial Hearing Fact Sheet

Overview:

The Green Bay Common Council will hear a quasi-judicial hearing regarding the following appeals:

- License revocations
- License denials
- License non-renewals
- Dangerous dog declarations

How to File:

We accept the appeal form and supporting documentation via email or in person. You may submit the supporting documentation one week before the scheduled Quasi-Judicial Hearing to.

Green Bay City Clerk's Office
100 N. Jefferson St. Room 106
Green Bay, WI 54301

clerk@greenbaywi.gov

Appeal Filing Deadline:

An appellant has 10 days from date you received a letter of non-renewal, to file an appeal with the Clerk. If the appeal is not timely, only the Common Council can allow the proceedings to move forward.

Once Filed:

Once filed with the Clerk's Office, the appeal will be heard before the Common Council. Notice will be sent requesting the appellant to attend the meeting.

The appellant should attend the meeting in person or Via Zoom virtual meeting. The appellant should be prepared to provide verbal testimony, and possible evidence, at the meeting.

[Female Escorts](#) | [Body Rubs](#) | [Shemale Escorts](#) | [M4M Escorts](#) | [Erotic Massage](#) | [Sex Shops](#) | [Strip Clubs](#)

Escort Services in Green Bay, WI (2)

Female Escorts (2)

Shemales Escorts (0)

Body Rubs (0)

M4M Escorts



Post an Ad



[2 asian sluts](#)
[new arrivals](#)

Green Bay Erotic Massage Parlors (7)

Recently reviewed



[Moonlight Spa](#)

Green Bay Strip Clubs (1)

Recently reviewed



Green Bay Sex Shops (1)

Recently reviewed





Clerk's Office
100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov
Phone: 920-448-3010
Fax: 920-448-3016

July 10, 2025

VIA CERTIFIED MAIL

Qing Liu
Moonlight Spa
1740 E Mason, Suite 3
Green Bay, WI 5430

Dear Spa Owner,

Pursuant to Green Bay Municipal Code Section 10-95(g), we are notifying you that the Green Bay Common Council has voted not to renew your Massage Establishment License for the 2025-26 license year based on the following grounds:

GROUND FOR DENIAL

- Sec. 10-95(g)(1)(c)—Licensee has two (2) instances where they violated a provision of this Code. (see prior violations of ordinances).
- Sec. 10-95(g)(1)(d)— Establishment has advertised for massage therapy that involves sexual acts or contact with intimate parts.

CRITERIA

- 1. False or Misleading Information**
 - Passed
- 2. Criminal History (Applicant or listed employee convicted of a crime related to Prostitution, Sexual offenses, Drug related offenses, Crimes against Person/property, or Felony in past 5 years)**
 - Passed
- 3. Prior violation of ordinances/Laws (violated Green Bay Massage Ordinance in last 3 years)**
 - In August 2024 the owner, Qing (NMI) Liu, was cited and found guilty of Violation of Massage Therapy work. Liu had (2) Therapists performing massages that weren't licensed
 - In April 2025 owner, Qing (NMI) Liu was Cited and found guilty of Operating massage/Bodywork without a License and violation of Massage regulations (License not displayed, only employing licensed therapists, keeping records of employees, no proof of insurance and only one sign displayed)
- 4. Unlicensed/Unqualified Personnel**
 - In both August 2024 and April 2025 owner, Qing (NMI) Liu was cited and found guilty of not having licensed massage therapists performing massages
- 5. Illegal or Inappropriate Advertising (business or affiliate advertises or has history of advertising services involving sexual acts, contact intimate parts,**

misrepresentation of licensed services)

- Phone number for massage establishment was listed on websites Bedpage, The Erotic Review, hot.com and Adult Search. Adult search lists the establishment as an “Erotic Massage Parlor-Green Bay)

6. Prior Revocation or Suspension

- Passed

7. Public Safety Concerns (the applicants business history/conduct raises concerns about public safety, public health or moral integrity

- Owner, Qing (NMI) Liu, besides the things listed, was also cited and found guilty for operating without a licensed massage therapist in March of 2021.

You have the right to appeal this ruling. Please submit the attached form to the Clerk's office (information above) within ten (10) days of your receipt of this correspondence. Your appeal will be heard before the Council as a Quasi-Judicial hearing.

If you have any questions, please reach out to my office.

Sincerely,

Celestine Jeffreys, Clerk

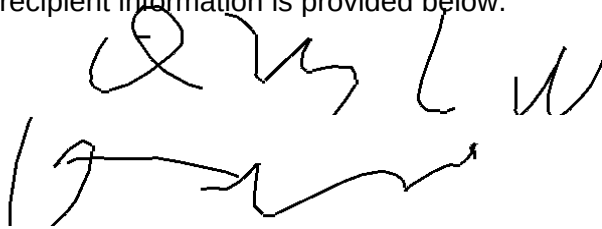
Mailer: City of Green Bay

Date Produced: 06/24/2025

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8319 5082 44. Our records indicate that this item was delivered on 06/23/2025 at 01:25 p.m. in GREEN BAY, WI 54302. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**1740 E MASON ST, GREEN BAY,
WI 54302**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

QING LIU
MOONLIGHT SPA
1740 E MASON ST
STE 3
GREEN BAY WI 54302-3258

Customer Reference Number: C5984074.36332635



Return address:

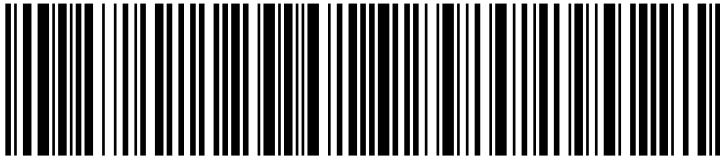
CITY OF GREEN BAY
100 N JEFFERSON STREET
GREEN BAY WI 54301

Recipient address:

QING LIU
MOONLIGHT SPA
1740 E MASON ST
STE 3
GREEN BAY WI 54302-3258

MAILING DATE: 06/18/2025
DELIVERY DATE: 06/23/2025

USPS CERTIFIED MAIL



9214 8901 9403 8319 5082 44

USPS Tracking Label Number: 9214 8901 9403 8319 5082 44

USPS Tracking History	Location	Date / Time
PRE-SHIPMENT INFO SENT USPS AWAITS ITEM	GREEN BAY,WI 54301	06/18/2025 12:03
SHIPMENT RECEIVED ACCEPTANCE PENDING	GREEN BAY,WI 54303	06/18/2025 17:45
ORIGIN ACCEPTANCE	GREEN BAY,WI 54301	06/21/2025 05:19
PROCESSED THROUGH USPS FACILITY	GREEN BAY WI DISTRIBUTION CENTE 54303	06/21/2025 06:34
PROCESSED THROUGH USPS FACILITY	GREEN BAY WI DISTRIBUTION CENTE 54303	06/23/2025 01:31
DELIVERED LEFT WITH INDIVIDUAL	GREEN BAY,WI 54302	06/23/2025 13:25

CUSTOM 1:



Clerk's Office
100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov
Phone: 920-448-3010
Fax: 920-448-3016

License Appeal Form

- Use this form to submit an appeal for a license which was either not renewed or revoked.
- Appeal up to 10 days after the date you received the non-renewal letter.
- Attach the denial letter you received.
- Appeal will be heard before the Common Council, as a quasi-judicial hearing.
- The Clerk's office will send you a notice regarding your quasi-judicial hearing.
- Provide verbal testimony and/or present evidence at your hearing.
- Attend the quasi-judicial hearing, in person only.

Appellant's Name: Qing Liu

License Address: 1740 E Mason ST, Suite 3 Green Bay, WI 543 02

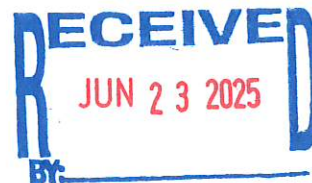
E-mail: briandufrene@yahoo.com Phone Number: 920-973-2363
920-851-0382

License to Appeal: Massage

☒ I attached supporting documentation

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

Applicant Signature: Qing Liu





Clerk's Office
100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov
Phone: 920-448-3010
Fax: 920-448-3016

License Appeal Fact Sheet:

Overview:

The Green Bay Common Council will hear appeals for licenses which have not been renewed

How to File: In-person, by email or by mail:

In person, by email or by mail

Email address: clerk@greenbaywi.gov

Green Bay City Clerk's Office
100 N. Jefferson St. Room 106
Green Bay, WI 54301
Monday to Thursday, 7:30a to 5:00p; Friday, 7:30a to 11:30a

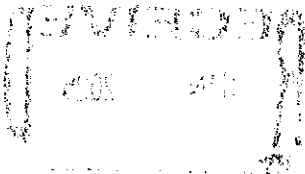
Filing Deadline:

You have 10 days from the **date you received the non-renewal letter** to file an appeal with the City of Green Bay. If the appeal is not timely, only Council can waive the deadline and consider the item.

Once Filed:

Once filed with the Clerk's Office, the Clerk will schedule your item at the next Common Council meetings. The Clerk will send you a meeting notice.

The appellant should attend the meeting in person. The appellant should be prepared to provide verbal comments at the meeting.





Clerk's Office
100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov
Phone: 920-448-3010
Fax: 920-448-3016

June 11, 2025

VIA CERTIFIED MAIL

Qing Liu
Moonlight Spa
1740 E Mason, Suite 3
Green Bay, WI 5430

Dear Spa Owner,

Pursuant to Green Bay Municipal Code Section 10-95(g), we are notifying you that the Green Bay Common Council has voted not to renew your Massage Establishment License for the 2025-26 license year based on the following grounds:

GROUND FOR DENIAL

- Sec. 10-95(g)(1)(c)—Licensee has two (2) instances where they violated a provision of this Code. (see prior violations of ordinances).
- Sec. 10-95(g)(1)(d)— Establishment has advertised for massage therapy that involves sexual acts or contact with intimate parts.

CRITERIA

- 1. False or Misleading Information**
 - Passed
- 2. Criminal History (Applicant or listed employee convicted of a crime related to Prostitution, Sexual offenses, Drug related offenses, Crimes against Person/property, or Felony in past 5 years)**
 - Passed
- 3. Prior violation of ordinances/Laws (violated Green Bay Massage Ordinance in last 3 years)**
 - In August 2024 the owner, Qing (NMI) Liu, was cited and found guilty of Violation of Massage Therapy work. Liu had (2) Therapists performing massages that weren't licensed
 - In April 2025 owner, Qing (NMI) Liu was Cited and found guilty of Operating massage/Bodywork without a License and violation of Massage regulations (License not displayed, only employing licensed therapists, keeping records of employees, no proof of insurance and only one sign displayed)
- 4. Unlicensed/Unqualified Personnel**
 - In both August 2024 and April 2025 owner, Qing (NMI) Liu was cited and found guilty of not having licensed massage therapists performing massages
- 5. Illegal or Inappropriate Advertising (business or affiliate advertises or has history of advertising services involving sexual acts, contact intimate parts,**

misrepresentation of licensed services)

- Phone number for massage establishment was listed on websites Bedpage, The Erotic Review, hot.com and Adult Search. Adult search lists the establishment as an "Erotic Massage Parlor-Green Bay)

6. Prior Revocation or Suspension

- Passed

7. Public Safety Concerns (the applicants business history/conduct raises concerns about public safety, public health or moral integrity

- Owner, Qing (NMI) Liu, besides the things listed, was also cited and found guilty for operating without a licensed massage therapist in March of 2021.

You have the right to appeal this ruling. Please submit the attached form to the Clerk's office (information above) within ten (10) days of your receipt of this correspondence. Your appeal will be heard before the Council as a Quasi-Judicial hearing.

If you have any questions, please reach out to my office.

Sincerely,

Celestine Jeffreys, Clerk

From our Advertising Company

At Ad's Helper, our professional approach to advertising on Yext ensures the promotion of our clients'

brands with integrity and precision. We are committed to upholding ethical standards, and one key aspect of this is our strict policy of not advertising any of our clients on adult dating websites.

This commitment to maintaining a reputable online presence for our clients underscores our dedication

to promoting their businesses in a responsible and respectable manner.

Adult dating websites utilize the information available online to populate their platforms with content. This includes sourcing data from licensed businesses, such as Massage Spas, and repurposing it for their own purposes. It is crucial to understand that if your business is licensed, the information

associated with it can be easily found and exploited by these websites. This highlights the importance of maintaining accurate and up-to-date information about your business online to prevent misuse.

Additionally, the use of fake information by these websites further emphasizes the need for vigilance in protecting the digital presence of legitimate businesses against potential exploitation. It is essential for businesses, especially those in sensitive industries like massage services, to monitor and control their online information to avoid being misrepresented on adult websites.

Public directories and websites:

Adult websites may find business information through public directories,

company websites, social media platforms, or other online sources.

Web scraping: Automated

platforms, or other online sources.

Web scraping: Automated software (bots) can be used to scrape data from websites, including business information.

However, the legality of web scraping depends on the website's ToS and applicable laws.

User-provided information: If a business chooses to advertise or promote itself on an adult website, it would likely provide its information directly.

While some online data is publicly available, using it on an adult website without the business's knowledge or consent raises ethical concerns.

Business re

2021-License

NO. 13529 - 146

EXPIRES: 02/28/2023

The State of Wisconsin
Department of Safety and Professional Services
MASSAGE THERAPY AND BODYWORK THERAPY AFFILIATED CREDENTIALING BOARD

Nowly certifies that

QING LIU

was granted a license to practice as a
MASSAGE THERAPIST OR BODYWORK THERAPIST
in the State of Wisconsin in accordance with Wisconsin Law
on the 8th day of September in the year 2015.

The authority granted herein must be renewed each biennium by the granting authority.

In witness thereof, the State of Wisconsin
Massage Therapy and Bodywork Therapy Affiliated Credentialing Board
has caused this certificate to be issued under
the seal of the Department of Safety and Professional Services

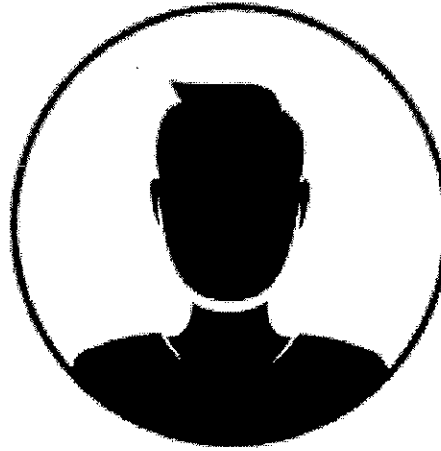


David B. Lee
Chairman

Deborah A. Camp
Chairperson

Carla Heffner
Secretary

This certificate was printed on the 17th day of February in the year 2021

Licens  [/s/](#)[Home](#) [Request Support](#)[Third Party Document Upload](#)[Application Status Lookup](#) [LEAP Login](#)[Provider Login](#) [Performance Data](#)[File a Complaint](#) [Orders and Disciplinary Actions](#)[License Lookup](#)

DSPS Site Guest User ▼

Credential/License Summary for 13529 - 146

As of June 19, 2025 1:24:36 PM

Name : Qing Liu**Credential/License Number :** 13529 - 146**Professions :** Massage Therapist or Bodywork Therapist**Location :** GREEN BAY, Wisconsin - 54302**Credential/License Type :** Regular**Status :** License is current (Active)**Eligible To Practice :** Eligible**Credential Expiration Date :** 2027-02-28 **Granted Date :** 2015-09-08 **Multi-State :** N**Orders :** 0**Specialties :****Other Names :**

Orders for 13529 - 146

No Orders Found

Relationships for 13529 - 146

Individual

No Individual Relationships Found

Organization

No Organization Relationships Found

ATTENTION: The information provided through this public lookup constitutes official certification of licensure information and credential verification for professions regulated by the Wisconsin Department of Safety and Professional Services and its attached boards. If a renewal application including payment is received by the expiration date, the credential holder is eligible to practice while the credential renewal is processed. The credential holder must respond to any requests for information during the renewal process. See Wis. Stat § 227.51(2). Consistent with The Joint Commission and NCQA standards for primary source verification. Send questions or comments to dsps@wisconsin.gov (<mailto:dsps@wisconsin.gov>)

Contact Information

4822 Madison Yards Way Madison, WI 53705 (608) 266-2112 (tel: +6082662112)

(877) 617-1565 (tel: +8776171565)

(<https://www.wisconsin.gov/>)

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Clerk's Office
100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov
Phone: 920-448-3010
Fax: 920-448-3016

VIA EMAIL AND US MAIL

Moonlight Spa
1740 East Mason St., Suite 3
Green Bay, WI 54302

Re: Letter Concerning your Quasi-Judicial Hearing

Thank you for submitting your appeal for non-renewal of your 2025-26 Massage Establishment License. This is your notice that your matter will be decided as a quasi-judicial hearing, by the Green Bay Common Council.

In a quasi-judicial hearing the Council will use specific rules for a particular situation and will base their decision on the evidence presented at the hearing. A quasi-judicial hearing provides due process for the affected parties.

Please attend the meeting. You must attend in-person, information is below.

Your hearing date: July 15, 2025

Location (in-person): 100 N. Jefferson, Rm 207, 6:00 pm

Deadline to submit documents: one week prior to the meeting, to the Clerk, information above

At the hearing, the Council will give you an opportunity to provide testimony. Before you present testimony, you'll swear an oath, verifying your truthful testimony. You may submit documents (evidence) to support your testimony, either to the Clerk or directly to Council. If you present documents to Council, please make and distribute 14 copies. You may make a verbal presentation. You may have a lawyer present.

The City will then provide testimony and evidence. You'll have an opportunity to answer the City's evidence and testimony. The City will likewise have an opportunity to answer your evidence and testimony. Council members may ask questions. Once testimony is concluded the council will discuss the matter in "closed session" (only committee members and staff may observe a closed session) to review your appeal. They will make a recommendation, in open session for the public.

Please see the other side for more information



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Green Bay, WI 54301-5026
clerk@greenbaywi.gov
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Phone: 920-448-3010
Fax: 920-448-3016

Quasi-judicial Hearing Fact Sheet

Overview:

The Green Bay Common Council will hear a quasi-judicial hearing regarding the following appeals:

- License revocations
- License denials
- License non-renewals
- Dangerous dog declarations

How to File:

We accept the appeal form and supporting documentation via email or in person. You may submit the supporting documentation one week before the scheduled Quasi-Judicial Hearing to.

Green Bay City Clerk's Office
100 N. Jefferson St. Room 106
Green Bay, WI 54301

clerk@greenbaywi.gov

Appeal Filing Deadline:

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Once Filed:

Once filed with the Clerk's Office, the appeal will be heard before the Common Council. Notice will be sent requesting the appellant to attend the meeting.

The appellant should attend the meeting in person or Via Zoom virtual meeting. The appellant should be prepared to provide verbal testimony, and possible evidence, at the meeting.

EAST SPA

Login

City name (required)

Enter query

Home / Wisconsin / Green Bay



Escorts



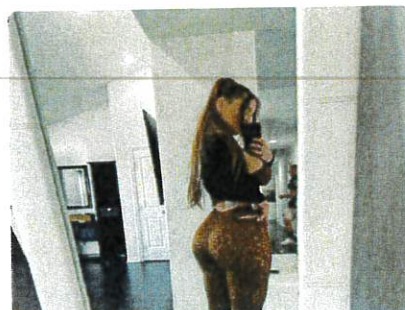
3



Escorts



4



Escorts



13



Escorts



40



Body Rubs



69



Escorts



37



Massage



1646



Massage

1235 S Military Ave Green Bay ...
9202642134
2824



Escorts



383



Escorts



Escorts



1160



Message



992



Massage



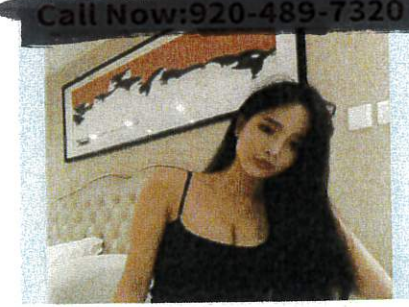
1523



Massage



1430



Massage



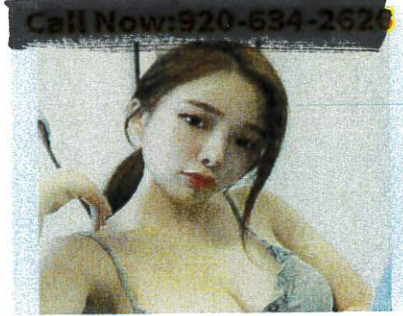
2015



Massage



456



Massage



330



Massage



320



Massage



311



Massage



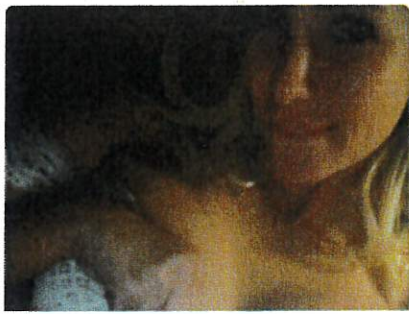
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Escorts



323



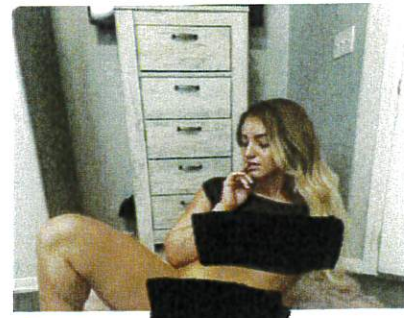
Escorts



Escorts



448



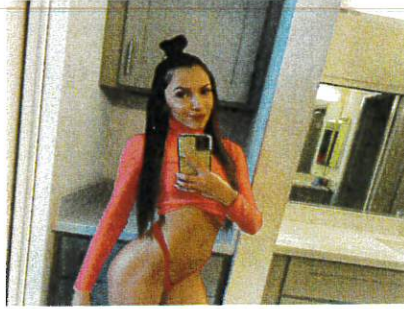
Escorts



Escorts



264



Escorts



303



Escorts



545



Message



5058



Message



986



Message



805



Message



802



Message



459



Escorts



264



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y City name (required) Enter query

ome / Wisconsin / Green Bay / 920-264-2134

Message 920-264-2134 Views:2825



920-264-2134



920-264-2134



920-264-2134



920-264-2134



920-264-2134

SCAM Alert!!!

If the contact information in the advertisement you browse asks you for money, or asks you to transfer money to her via gift card, cash app, Venmo, Zelle app, Bitcoin, debit card, or credit card,

Or let you use other methods to authenticate on another website, please treat it as a complete scam!!!!

They will take your money and will never reply to your message!!!!

Don't pay any fees before meeting with the provider!!!

If you ignore this warning, Rubsguide will not be responsible for any fraud, please pay more attention!

East Spa Massage

Tel: 920-264-2134

9.00am -9.00pm

Add:1235 S Military Ave Green Bay Wi 54304

★ ★ Hey gentleman.. Thank you for viewing my ad!

★ ★ We are sexy girls from Asian, with a proud bust and S-shaped figure.

★ ★ Of course, this is not our only advantage.

★ ★ We will treat every gentleman here with gentle and considerate service.

- ★ ★ Here, you can release the stress and fatigue in life and work to your heart's content.
- ★ ★ Here, you can treat and alleviate the lesions on your body and relieve your discomfort.
- ★ ★ No game, just start your favorite, you will know.
- ★ ★ The amazingly smooth skin brings you an unforgettable touch, do you like it?
- ★ ★ Just wait here for your call, I promise you will come again!

" Call and tell her that you see the ads at

rubsguide.com

Category	Massage
Location	Wisconsin
City	Green Bay
Age	30
Phone number	+1 920-264-2134
Full Address	1235 S Military Ave Green Bay Wi 54304
Accepted payment method	Cash , Credit Card
Incall	yes
Outcall	no
Update time	Thursday, January 11, 2024 9:06 AM

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12:54

LTE



www.adultlook.com



New Pretty Girl



East Spa Massage

Tel: 920-264-2134

Add:1235 S Military Ave Green Bay Wi
54304

9.00am -10.00pm



✓❤ WE WILL GIVE YOU THE
ROYAL TREATMENT YOU DESERVE

✓❤ Friendly, Sweet Gorgeous Asian
Staff ✓❤

✓❤ Welcome to my Service,
Beautiful SEXY Asian Baby ✓❤



12:54

LTE



New Pretty Girl



✓♥ I want to be the bright spot in your day today ✓♥

✓♥ Are you looking for a truly satisfying place ✓♥

✓♥ Here is where you want it ✓♥

✓♥ Clean and friendly Asian Baby will treat you like a king ✓♥

Short Reviews (0)

[Write a short review](#)

Reviews (0)

no reviews



12:54

LTE



12:55

LTE



skipthegames.com



Skipthegames.eu

Skip the games. Get satisfaction.

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Post listing

New Beautiful Girls 🌈🌈🌈🌈
920-264-2134 🌈🌈 Grand Opening



12:54

LTE

12:54

LTE



12:55

LTE



Posted in [Allouez WI](#), [Ashwaubenon WI](#), [Bellevue WI](#), [Green Bay WI](#), [Howard WI](#)

Age 24

Category [Massage or massage studio](#)

Date 02:00 PM on 2023-11-27

Read before contacting
a poster

DuckyLuck Casino!

I see Men

Race /
Regionality Asian

Accepted
payment methods Cash

Available for Incall

Hours 9 am to 10 pm

12:55



Hours	9 am to 10 pm
Available for business	all
Location	1235 S Military Ave Green Bay Wi
Address	1235 S Military Ave Green Bay Wi
Play Online Poker	Play @ Betonline. All US residents welcomed.

We have the best massage in the local massage parlor. Our shop does not need to make an appointment, just walk in

East Spa Massage

Tel:920-264-2134

9.00am -10.00pm

Add:1235 S Military Ave Green Bay Wi 54304

We are the best best massage parlor in Green Bay
30mins/\$50 60mins/\$70 90mins/\$110 120min\$140

Foot Massage

60mins/\$70

Four Hands Massage

30min/\$100 60mins/\$140

Welcome gentlemen!

Are you looking for a truly satisfying place among the many bodywork?

Here is where you want it.

Do you feel a little tired?

12:55



Here is where you want it.

Do you feel a little tired?

Do you feel under pressure at work or in life?

Relax here! This is your best choice!

100% clean and tidy room and warm and comfortable environment.

Here, put all the worries and pressure behind.

Relieve mood and treat physical pain, get a perfect five-star relaxation.

And you will relieve your exhaustion.

Please experience it by all means today.

waiting for your call.

We are an agency serving many cities. The photo is similar to the girl presented, but may not be 100% accurate.

Types of massage

- Deep
- Therapeutic
- Swedish

Legal disclaimer

I am a professional service provider. Any fees or compensation paid to me are for my time and companionship only. Any actions that take place within ~~our contracted timeframe~~ are a matter of

12:53



provider...

If you ignore this warning, Rubsguide will not be responsible for any fraud, please pay more attention!

East Spa Massage

Tel: 920-264-2134

9.00am -9.00pm

Add:1235 S Military Ave Green Bay Wi
54304

☆☆ Hey gentleman.. Thank you for viewing my ad!

☆☆ We are sexy girls from Asian, with a proud bust and S-shaped figure.

☆☆ Of course, this is not our only advantage.

☆☆ We will treat every gentleman here with gentle and considerate service.

☆☆ Here, you can release the stress and fatigue in life and work to your heart's

☆☆ Here, you can treat and alleviate th





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100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov
Phone: 920-448-3010
Fax: 920-448-3016

July 10, 2025

VIA CERTIFIED MAIL

Mary Hou
East Spa
1235 S Military
Green Bay, WI 54304

Dear Spa Owner,

Pursuant to Green Bay Municipal Code Section 10-95(g), we are notifying you that the Green Bay Common Council has voted not to renew your Massage Establishment License for the 2025-26 license year based on the following grounds:

GROUND FOR DENIAL

- Sec. 10-95(g)(1)(d)— Establishment has advertised for massage therapy that involves sexual acts or contact with intimate parts.

CRITERIA

1. False or Misleading Information

- Passed

2. Criminal History (Applicant or listed employee convicted of a crime related to Prostitution, Sexual offenses, Drug related offenses, Crimes against Person/property, or Felony in past 5 years)

- Passed

3. Prior violation of ordinances/Laws (violated Green Bay Massage Ordinance in last 3 years)

- Passed

4. Unlicensed/Unqualified Personnel

- Passed

5. Illegal or Inappropriate Advertising (business or affiliate advertises or has history of advertising services involving sexual acts, contact intimate parts, misrepresentation of licensed services)

- Phone number for massage establishment was listed on websites Skipthegames.com, Rubsguide.com and Adultlook.com which are known for listing of sexual services

6. Prior Revocation or Suspension

- Passed

7. Public Safety Concerns (the applicants business history/conduct raises concerns about public safety, public health or moral integrity)

- Hou (NMI) Lan, the owner of East Spa, has operated without a state massage license in the past, was cited and found guilty of this charge from 2021 but now she is current with her licensing. There was an allegation reported to the Green Bay Police Department of inappropriate touching of genitals and further sexual favors from 2023. The reporting party said that he didn't have time to be a victim and no charges were filed

You have the right to appeal this ruling. Please submit the attached form to the Clerk's office (information above) within ten (10) days of your receipt of this correspondence. Your appeal will be heard before the Council as a Quasi-Judicial hearing.

If you have any questions, please reach out to my office.

Sincerely,

Celestine Jeffreys, Clerk

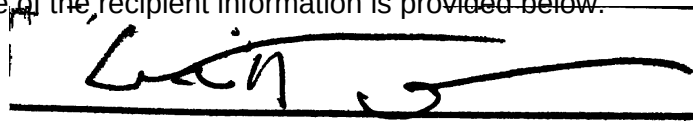
Mailer: City of Green Bay

Date Produced: 06/23/2025

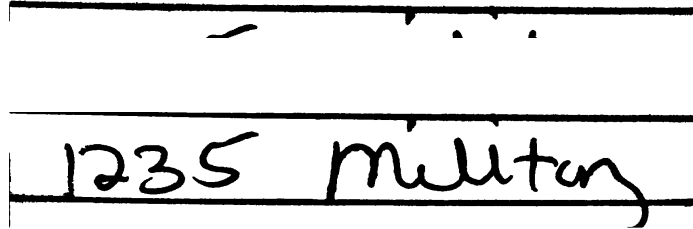
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8319 5070 56. Our records indicate that this item was delivered on 06/21/2025 at 01:59 p.m. in GREEN BAY, WI 54304. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

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This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

MARY HOU
EAST SPA
1235 S MILITARY AVE
GREEN BAY WI 54304-2120

Customer Reference Number: C5984074.36332630



Return address:

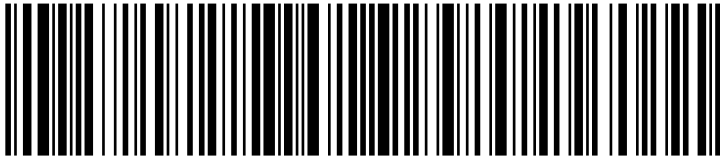
CITY OF GREEN BAY
100 N JEFFERSON STREET
GREEN BAY WI 54301

Recipient address:

MARY HOU
EAST SPA
1235 S MILITARY AVE
GREEN BAY WI 54304-2120

MAILING DATE: 06/18/2025
DELIVERY DATE: 06/21/2025

USPS CERTIFIED MAIL



9214 8901 9403 8319 5070 56

USPS Tracking Label Number: 9214 8901 9403 8319 5070 56

USPS Tracking History	Location	Date / Time
PRE-SHIPMENT INFO SENT USPS AWAITS ITEM	GREEN BAY,WI 54301	06/18/2025 12:03
SHIPMENT RECEIVED ACCEPTANCE PENDING	GREEN BAY,WI 54303	06/18/2025 17:45
ORIGIN ACCEPTANCE	GREEN BAY,WI 54301	06/20/2025 23:26
PROCESSED THROUGH USPS FACILITY	GREEN BAY WI DISTRIBUTION CENTE 54303	06/21/2025 00:41
DELIVERED LEFT WITH INDIVIDUAL	GREEN BAY,WI 54304	06/21/2025 13:59

CUSTOM 1:



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Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov
Phone: 920-448-3010
Fax: 920-448-3016

License Appeal Form

- Use this form to submit an appeal for a license which was either not renewed or revoked.
- Appeal up to 10 days after the date you received the non-renewal letter.
- Attach the denial letter you received.
- Appeal will be heard before the Common Council, as a quasi-judicial hearing.
- The Clerk's office will send you a notice regarding your quasi-judicial hearing.
- Provide verbal testimony and/or present evidence at your hearing.
- Attend the quasi-judicial hearing, in person only.

Appellant's Name: Mary Hou - East Spa

License Address: 1235 S. Military Green Bay, WI 543 04

E-mail: scotteconnorslaw@gmail.com Phone Number: 414 324-5024

License to Appeal: MASSAGE ESTABLISHMENT LICENSE

☐ I attached supporting documentation

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

Applicant Signature: [Signature]

Attorney For Mary Hou - East Spa

01004028
10125 W. NORTH AVE.
WAUWATOSA WI 53226



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100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
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www.greenbaywi.gov
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Fax: 920-448-3016

June 11, 2025

VIA CERTIFIED MAIL

Mary Hou
East Spa
1235 S Military
Green Bay, WI 54304

Dear Spa Owner,

Pursuant to Green Bay Municipal Code Section 10-95(g), we are notifying you that the Green Bay Common Council has voted not to renew your Massage Establishment License for the 2025-26 license year based on the following grounds:

GROUND FOR DENIAL

- Sec. 10-95(g)(1)(d)— Establishment has advertised for massage therapy that involves sexual acts or contact with intimate parts.

CRITERIA

1. **False or Misleading Information**
 - Passed
2. **Criminal History (Applicant or listed employee convicted of a crime related to Prostitution, Sexual offenses, Drug related offenses, Crimes against Person/property, or Felony in past 5 years)**
 - Passed
3. **Prior violation of ordinances/Laws (violated Green Bay Massage Ordinance in last 3 years)**
 - Passed
4. **Unlicensed/Unqualified Personnel**
 - Passed
5. **Illegal or Inappropriate Advertising (business or affiliate advertises or has history of advertising services involving sexual acts, contact intimate parts, misrepresentation of licensed services)**
 - Phone number for massage establishment was listed on websites Skipthegames.com, Rubsguide.com and Adultlook.com which are known for listing of sexual services
6. **Prior Revocation or Suspension**
 - Passed
7. **Public Safety Concerns (the applicants business history/conduct raises concerns about public safety, public health or moral integrity)**

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If you have any questions, please reach out to my office.

Sincerely,

Celestine Jeffreys, Clerk



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100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov
Phone: 920-448-3010
Fax: 920-448-3016

VIA EMAIL

Attorney Scott Connors
10125 West North Avenue
Wauwatosa, WI 53226

Mary Hou
East Spa
1235 S Military Ave
Green Bay, WI 54303

Re: Letter Concerning your Quasi-Judicial Hearing

Thank you for submitting your appeal for non-renewal of your 2025-26 Massage Establishment License. This is your notice that your matter will be decided as a quasi-judicial hearing, by the Green Bay Common Council.

In a quasi-judicial hearing the Council will use specific rules for a particular situation and will base their decision on the evidence presented at the hearing. A quasi-judicial hearing provides due process for the affected parties.

Please attend the meeting. You must attend in-person, information is below.

Your hearing date: July 15, 2025

Location (in-person): 100 N. Jefferson, Rm 207, 6:00 pm

Deadline to submit documents: one week prior to the meeting, to the Clerk, information above

At the hearing, the Council will give you an opportunity to provide testimony. Before you present testimony, you'll swear an oath, verifying your truthful testimony. You may submit documents (evidence) to support your testimony, either to the Clerk or directly to Council. If you present documents to Council, please make and distribute 14 copies. You may make a verbal presentation. You may have a lawyer present.

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Quasi-judicial Hearing Fact Sheet

Overview:

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- License revocations
- License denials
- License non-renewals
- Dangerous dog declarations

How to File:

We accept the appeal form and supporting documentation via email or in person. You may submit the supporting documentation one week before the scheduled Quasi-Judicial Hearing to.

Green Bay City Clerk's Office
100 N. Jefferson St. Room 106
Green Bay, WI 54301

clerk@greenbaywi.gov

Appeal Filing Deadline:

An appellant has 10 days from date you received a letter of non-renewal, to file an appeal with the Clerk. If the appeal is not timely, only the Common Council can allow the proceedings to move forward.

Once Filed:

Once filed with the Clerk's Office, the appeal will be heard before the Common Council. Notice will be sent requesting the appellant to attend the meeting.

The appellant should attend the meeting in person or Via Zoom virtual meeting. The appellant should be prepared to provide verbal testimony, and possible evidence, at the meeting.



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Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov
Phone: 920-448-3010
Fax: 920-448-3016

July 10, 2025

VIA CERTIFIED MAIL

Erling Gao
Cherry Spa
1639 Deckner
Green Bay, WI 54302

**If Spa Owner address is different from the address of the spa establishment, the address of the establishment needs to be clearly identified in this letter.*

Dear Spa Owner,

Pursuant to Green Bay Municipal Code Section 10-95(g), we are notifying you that the Green Bay Common Council has voted not to renew your Massage Establishment License for the 2025-26 license year based on the following grounds:

GROUND FOR DENIAL

- Sec. 10-95(g)(1)(d)—Establishment has advertised for massage therapy that involves sexual acts or contact with intimate parts.

CRITERIA

- 1. False or Misleading Information**
 - Passed
- 2. Criminal History (Applicant or listed employee convicted of a crime related to Prostitution, Sexual offenses, Drug related offenses, Crimes against Person/property, or Felony (in past 5 years))**
 - Per a background check, in 2016 the owner, Er Ling Gao, was charged with Disorderly Conduct and Prostitution/Business related in Pennsylvania. Pled down to Disorderly Conduct
- 3. Prior violation of ordinances/Laws (violated Green Bay Massage Ordinance in last 3 years)**
 - Passed
- 4. Unlicensed/Unqualified Personnel**
 - Passed
- 5. Illegal or Inappropriate Advertising (business or affiliate advertises or has history of advertising services involving sexual acts, contact intimate parts, misrepresentation of licensed services)**
 - Phone Number for massage establishment was listed on website USA Sex Guide which advertises itself to be a "free forum for the exchange of information between men looking for sex with women"
- 6. Prior Revocation or Suspension**

- Passed
- 7. **Public Safety Concerns (the applicants business history/conduct raises concerns about public safety, public health or moral integrity)**
 - The owner, Er Ling Gao (owner) was the subject to investigations from Madison PD for alleged prostitution/human trafficking in 2017. No charges ever filed.

You have the right to appeal this ruling. Please submit the attached form to the Clerk's office (information above) within ten (10) days of your receipt of this correspondence. Your appeal will be heard before the Council as a Quasi-Judicial hearing.

If you have any questions, please reach out to my office.

Sincerely,

Celestine Jeffreys, Clerk

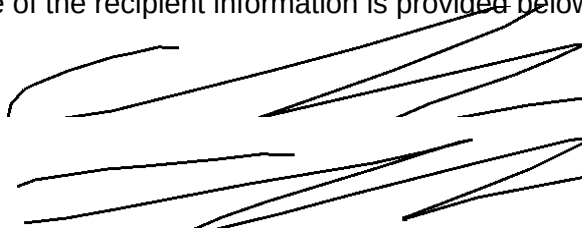
Mailer: City of Green Bay

Date Produced: 06/23/2025

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8319 5072 92. Our records indicate that this item was delivered on 06/21/2025 at 01:59 p.m. in GREEN BAY, WI 54304. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**842 S MILITARY AVE, GREEN
BAY, WI 54304**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

XIADONG WANG
VIP SPA
842 S MILITARY AVE
GREEN BAY WI 54304-2114

Customer Reference Number: C5984074.36332631



Return address:

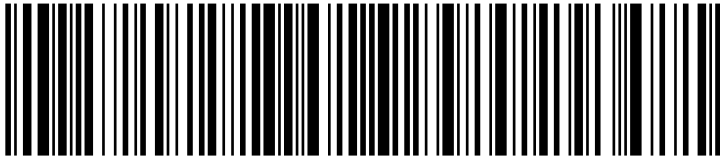
CITY OF GREEN BAY
100 N JEFFERSON STREET
GREEN BAY WI 54301

Recipient address:

XIADONG WANG
VIP SPA
842 S MILITARY AVE
GREEN BAY WI 54304-2114

MAILING DATE: 06/18/2025
DELIVERY DATE: 06/21/2025

USPS CERTIFIED MAIL



9214 8901 9403 8319 5072 92

USPS Tracking Label Number: 9214 8901 9403 8319 5072 92

USPS Tracking History	Location	Date / Time
PRE-SHIPMENT INFO SENT USPS AWAITS ITEM	GREEN BAY,WI 54301	06/18/2025 12:03
SHIPMENT RECEIVED ACCEPTANCE PENDING	GREEN BAY,WI 54303	06/18/2025 17:45
ORIGIN ACCEPTANCE	GREEN BAY,WI 54301	06/20/2025 23:28
PROCESSED THROUGH USPS FACILITY	GREEN BAY WI DISTRIBUTION CENTE 54303	06/21/2025 00:43
DELIVERED LEFT WITH INDIVIDUAL	GREEN BAY,WI 54304	06/21/2025 13:59

CUSTOM 1:

SENT VIA: U.S. MAIL AND EMAIL

June 19, 2025

To: City Of Green Bay
Office of The Clerk
C/o Celestine Jeffreys
100 N Jefferson Street
Room 106
Green Bay, WI 54301
clerk@greenbaywi.gov

Re: VIP Spa—Massage Establishment License Non-renewal
Notice of Representation
Notice of Intent to Appeal

Dear Clerk,

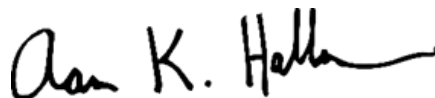
Please be advised that our office represents Mr. Xiaodong (Shaun) Wang, the sole proprietor of VIP Spa (located at 842 S. Military Ave., Green Bay, WI), in connection with the denial of its application to renew a massage establishment license by the Green Bay City Council on June 10, 2025.

Pursuant to Section 10-95(e)(6) of the Green Bay Municipal Code, we hereby provide formal notice of intent to appeal the Council's decision to deny the renewal of VIP Spa's license. We therefore request a hearing on our client's application. This notice is being submitted to preserve our client's rights and to avoid any dispute as to timeliness, particularly as our client has not yet received the written notice of denial, required under Section 10-95(e)(5) of the Code, as of the date of this letter. We reserve all rights, including the right to contest the timeliness of any appeal deadlines that the City may attempt to impose prior to delivery of written notice.

Please direct all further correspondence regarding this matter to our office. Kindly confirm receipt of this letter at your earliest convenience.

Respectfully,

Levine Eisberner LLC



Aaron K. Haller | Shareholder Attorney
Wisconsin Bar No.: 1106035



Clerk's Office
100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov
Phone: 920-448-3010
Fax: 920-448-3016

VIA EMAIL AND US MAIL

Attorney Aaron Haller
Levine Eisberner, LLC
60 Main Street, Suite 304
Oshkosh, WI 54902

RE:VIP Spa
Ms. Xiadong Wang
842 S. Military
Green Bay, WI 54304

Re: Letter Concerning your Quasi-Judicial Hearing

Thank you for submitting your appeal for non-renewal of your 2025-26 Massage Establishment License. This is your notice that your matter will be decided as a quasi-judicial hearing, by the Green Bay Common Council.

In a quasi-judicial hearing the Council will use specific rules for a particular situation and will base their decision on the evidence presented at the hearing. A quasi-judicial hearing provides due process for the affected parties.

Please attend the meeting. You must attend in-person, information is below.

Your hearing date: July 15, 2025

Location (in-person): 100 N. Jefferson, Rm 207, 6:00 pm

Deadline to submit documents: one week prior to the meeting, to the Clerk, information above

At the hearing, the Council will give you an opportunity to provide testimony. Before you present testimony, you'll swear an oath, verifying your truthful testimony. You may submit documents (evidence) to support your testimony, either to the Clerk or directly to Council. If you present documents to Council, please make and distribute 14 copies. You may make a verbal presentation. You may have a lawyer present.

The City will then provide testimony and evidence. You'll have an opportunity to answer the City's evidence and testimony. The City will likewise have an opportunity to answer your evidence and testimony. Council members may ask questions. Once testimony is concluded the council will discuss the matter in "closed session" (only committee members and staff may observe a closed session) to review your appeal. They will make a recommendation, in open session for the public.

Please see the other side for more information



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Green Bay, WI 54301-5026
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Fax: 920-448-3016

Quasi-judicial Hearing Fact Sheet

Overview:

The Green Bay Common Council will hear a quasi-judicial hearing regarding the following appeals:

- License revocations
- License denials
- License non-renewals
- Dangerous dog declarations

How to File:

We accept the appeal form and supporting documentation via email or in person. You may submit the supporting documentation one week before the scheduled Quasi-Judicial Hearing to.

Green Bay City Clerk's Office
100 N. Jefferson St. Room 106
Green Bay, WI 54301

clerk@greenbaywi.gov

Appeal Filing Deadline:

An appellant has 10 days from date you received a letter of non-renewal, to file an appeal with the Clerk. If the appeal is not timely, only the Common Council can allow the proceedings to move forward.

Once Filed:

Once filed with the Clerk's Office, the appeal will be heard before the Common Council. Notice will be sent requesting the appellant to attend the meeting.

The appellant should attend the meeting in person or Via Zoom virtual meeting. The appellant should be prepared to provide verbal testimony, and possible evidence, at the meeting.



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July 10, 2025

VIA CERTIFIED MAIL

Erling Gao
Cherry Spa
1639 Deckner
Green Bay, WI 54302

**If Spa Owner address is different from the address of the spa establishment, the address of the establishment needs to be clearly identified in this letter.*

Dear Spa Owner,

Pursuant to Green Bay Municipal Code Section 10-95(g), we are notifying you that the Green Bay Common Council has voted not to renew your Massage Establishment License for the 2025-26 license year based on the following grounds:

GROUND FOR DENIAL

- Sec. 10-95(g)(1)(d)—Establishment has advertised for massage therapy that involves sexual acts or contact with intimate parts.

CRITERIA

- 1. False or Misleading Information**
 - Passed
- 2. Criminal History (Applicant or listed employee convicted of a crime related to Prostitution, Sexual offenses, Drug related offenses, Crimes against Person/property, or Felony (in past 5 years))**
 - Per a background check, in 2016 the owner, Er Ling Gao, was charged with Disorderly Conduct and Prostitution/Business related in Pennsylvania. Pled down to Disorderly Conduct
- 3. Prior violation of ordinances/Laws (violated Green Bay Massage Ordinance in last 3 years)**
 - Passed
- 4. Unlicensed/Unqualified Personnel**
 - Passed
- 5. Illegal or Inappropriate Advertising (business or affiliate advertises or has history of advertising services involving sexual acts, contact intimate parts, misrepresentation of licensed services)**
 - Phone Number for massage establishment was listed on website USA Sex Guide which advertises itself to be a “free forum for the exchange of information between men looking for sex with women”
- 6. Prior Revocation or Suspension**

- Passed
- 7. Public Safety Concerns (the applicants business history/conduct raises concerns about public safety, public health or moral integrity)**
- The owner, Er Ling Gao (owner) was the subject to investigations from Madison PD for alleged prostitution/human trafficking in 2017. No charges ever filed.

You have the right to appeal this ruling. Please submit the attached form to the Clerk's office (information above) within ten (10) days of your receipt of this correspondence. Your appeal will be heard before the Council as a Quasi-Judicial hearing.

If you have any questions, please reach out to my office.

Sincerely,

Celestine Jeffreys, Clerk

CITY OF GREEN BAY
100 N JEFFERSON STREET
GREEN BAY WI 54301

USPS CERTIFIED MAIL



9214 8901 9403 8319 5066 46

ERLING GEO
CHERRY SPA
1639 DECKNER AVE
GREEN BAY WI 54302-2643

SENT VIA: U.S. MAIL AND EMAIL

June 24, 2025

To: City Of Green Bay
Office of The Clerk
C/o Celestine Jeffreys
100 N Jefferson Street
Room 106
Green Bay, WI 54301
clerk@greenbaywi.gov

Re: Cherry Spa, Inc.—Massage Establishment License Non-renewal
Notice of Representation
Notice of Intent to Appeal

Dear Clerk,

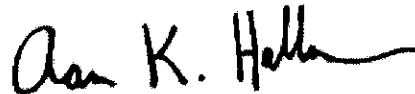
Please be advised that our office represents Cherry Spa, Inc., located at 1639 Deckner Avenue, Green Bay, Wisconsin, in connection with the denial of its application to renew a massage establishment license by the Green Bay City Council on June 10, 2025.

We confirm that our client received official notification of the denial on June 24, 2025. Accordingly, pursuant to Section 10-95(e)(6) of the Green Bay Municipal Code, this letter serves as formal notice of our client's intent to appeal the Council's decision and request a quasi-judicial hearing.

Please direct all further correspondence regarding this matter to our office. Kindly confirm receipt of this notice at your earliest convenience.

Respectfully,

Levine Eisberner LLC



Aaron K. Haller | Shareholder Attorney
Wisconsin Bar No.: 1106035



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VIA EMAIL AND US MAIL

Attorney Aaron Haller
Levine Eisberner, LLC
60 Main Street, Suite 304
Oshkosh, WI 54902

RE: Erling Gao
Cherry Spa
1639 Deckner Ave
Green Bay, WI 54302

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Green Bay, WI 54301

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