



AGENDA OF THE COMMON COUNCIL

TUESDAY, AUGUST 5, 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 July 15, 2025 Common Council meeting.

F. Approval of the Agenda.

- I. Approval of the agenda for the Tuesday, August 5, 2025, meeting of the Common Council.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

I. Appointments:

Traffic, Bicycle and Pedestrian Commission

Tarl Knight, 711 South Broadway St., Green Bay, WI 54304

Term to expire: April 1, 2028

Green Bay Area Room Tax Commission

Linda Steber, 637 S Monroe Ave., Green Bay, WI 54301

Term to expire: August 1, 2026

Green Bay Public Arts Commission

Melanie Bradshaw Motiff, 3176 Open Gate Tr., Green Bay, WI 54313

Term to expire: August 1, 2028

Reappointments:

Traffic, Bicycle and Pedestrian Commission

Stephen Larsen, 1948 Preble Ave., Green Bay, WI 54302

Term to expire: August 1, 2028

J. Public Hearings.

I. 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)

K. Ordinances - Second Reading for Adoption.

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. 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)

5. 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)

L. Committee of the Whole

1. For consideration and possible action on the Invocation Policy for Common Council Meetings.
2. Consideration with possible action on Development Agreement 25-07, revised from the July 15, 2025 Common Council Meeting, with Grand Boulevard Apartments LLC for the development of 0 Grand Boulevard (Tax Parcel 23-243-1) to include \$265,874.00 for site grading, subject to final 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.

M. Report of the Landmarks Commission (July 16, 2025).

1. Informational Only: Semi-Annual Report to Common Council from Landmarks Commission, Jan. - June 2025.

N. Report of the Improvement & Services Committee (July 30, 2025).

1. To deny the request by Ald. Ben Delie regarding the City's bulk item pick-up and yard waste programs.
2. To approve the request by Department of Public Works to enter into Professional Services Agreements with Streetland LLC in the amount of \$42,500.00 for Sales Study and Appraisal Services, Steiro Appraisal Services, Inc. in the amount of \$15,000.00 for Parcel Appraisal Review services and Moss & Associates, LLC in the amount of \$42,000.00 for Real Estate Negotiation services for the Mather Street Reconstruction project.
3. To approve the request by Department of Public Works to award the following contracts at a staff level and report the award at the next Improvement and Services Committee meeting following the contract award.
 - a. PAVEMENT 2-25 E. MASON STREET RECONSTRUCTION
 - b. SOUTHWEST WOODS- HINKLE STREET EXTENSION
4. To approve the request by Oneida Nation to enter into an Infrastructure Developer's Agreement for the installation and maintenance of pavement and underground utilities for the Cattail Marsh Subdivision on Parcels 6H-1154-38 & 6H-1155-8.
5. To approve the request by Department of Public Works to award the PARKS X-25 LEICHT MEMORIAL PARK PAVILION contract at a staff level contingent upon the bids being within the budgeted amounts.

6. To receive and place on file the report of the award of contract SEWERS 3-25 MINI SEWERS to Highway Landscapers in the amount of \$369,500.95.
7. To receive and place on file the report of the award of contract SEWERS 2-25 CITY WIDE SEWER REPAIRS to De Groot, Inc. in the amount of \$1,442,702.99.

O. Report of the Protection & Policy Committee (July 28, 2025).

1. 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. Jills Bar at 613 Bodart St
 2. The Razz at 400 Schoen St
 3. Plume Wine Bar at 204 Pine St
 4. 1st and Goal at 2148 University Ave
 5. Washington Ballroom at 351 S Washington St
2. To approve an alcohol renewal beverage license for a "Class A" liquor and Class "A" beer application for:
 1. Gerczak's Liquor & Catering at 1244 Velp Ave
3. To approve a change of agent for SBG Apple North IV, LLC (Applebee's) at 2420 E Mason St to John Hofmann.
4. To approve a limited expansion of licensed premises for Overtime Grill & Pub at 1425 S Broadway described as "enclosed parking lot with fence to have no access of vehicles in parking lot" for the following dates: Aug 9-10, Aug 22, 23, 24, Aug 29, 30, 31, Sept 19, 20, 21, Oct 10, 11, 12, Oct 17, 18, 19, Oct 24, 25, 26
5. To approve an agreement with City Wise Software LLC to provide a searchable database of available rental housing in Green Bay, at no cost to the City.
6. To hold an appeal of excess animal permit denial at 917 Velp Avenue until the September 22, 2025 Protection and Policy Meeting; the applicant will work with the Humane Officer and the Inspection Department.
7. To deny a 2025-2026 Massage Establishment license for Tulip Spa at 989 W Mason.
8. To proceed as staff recommended, and to receive and place on file, 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.

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

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

Q. Report of the Plan Commission (July 28, 2025).

1. To approve a request for a Conditional Use Permit for the purpose of creating single-family attached dwelling, townhouses within the (R1) Low-Density Residential Zoning District at 115 S Van Buren Street with conditions. (ZP 25-17 Plan Commission Meeting July 28, 2025).

2. To approve a request to Amend Zoning Ordinance 03-24, a Planned Unit Development, to permit multiple-family residential development on the east side of Hinkle Street (extended) at 0 Ninth Street / Parcel 6H-1089 with conditions. (ZP 25-18 Plan Commission Meeting July 28, 2025).
3. To approve a request for a Planned Unit Development to permit the development of a 146 single-family lot subdivision including a clubhouse and amenity area at 2892 Nicolet Drive, 2958 Nicolet Drive, and 0 Durham Rd (Parcel 22-144) with conditions. (ZP 25-19 Plan Commission Meeting July 28, 2025).
4. To approve a request to create a preliminary plat with 146 lots and 9 outlots (Nicolet Heights) that includes public dedications at 2892 Nicolet Drive (Parcel 22-135), 2958 Nicolet Drive (Parcel 22-134), and 0 Durham Road (Parcel 22-144) with conditions. (CP 25-05 Plan Commission Meeting July 28, 2025).
5. To approve a request to discontinue a 12' utility easement at the 1300 Block Guns Rd (Parcel 23-243-1-3), 0 Vernon Taylor Dr (Parcel 23-243-1-2 & 23-243-1-1) and 0 Grand Blvd (Parcel 23-243-1) with conditions. (ED 25-01 Plan Commission Meeting July 28, 2025).
6. To approve a request to discontinue a 40' sanitary sewer easement at the 1300 Block Guns Rd (Parcel 23-243-1-3) and 0 Vernon Taylor Dr (Parcel 23-243-1-2). (ED 25-02 Plan Commission Meeting July 28, 2025).
7. To approve a request to accept new storm sewer easements for Parcels 23-243-1 and 23-243-1-3. (PP 25-02 Plan Commission Meeting July 28, 2025).

R. Report of the Finance Committee (July 29, 2025)

1. To hold until next Finance Committee Meeting on August 12, 2025 the City of Green Bay 2026 Fee Schedule resolution.
2. To direct staff to continue to negotiate options to fund costs associated with moving equipment remaining at property after Seller vacates, including pursuing grants and using up to 10 years of accumulated lease payments, listed in Exhibit A, and to place amended Purchase and Sale Agreement on August 5, 2025 Common Council Meeting agenda for the City to purchase 1341 State Street, Parcel 1-1371, at a cost of \$2,821,000 with a \$571,000 Promissory Note to be paid to the City by the Seller for the March 2025 purchase of 3855 Finger Road, Parcel 21-24. This transaction is proceeding pursuant to approved Development Agreement 2025-01 Hoban Real Estate, LLC.

The Committee 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 receive and place on file the request from Ald. Eck the total of expenses by department that can be attributed to St. John's Park for this past year, June 2024-June -2025.
4. To approve the Claims Committee Reports.

The Committee 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 Committee 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.

S. Report of the Park Committee (July 30, 2025).

1. To deny the request by the owner of 531 S. Oakland Avenue to waive the \$3,841.00 unauthorized tree removal fee (held from the 7/15/25 Council meeting).
2. To approve proceeding with staff recommendations regarding upgrades to the crosswalk at Monroe Avenue and St. James Park and continue to monitor for the possible installation of an RRFB in the future.
3. To approve hiring WDM Architects to complete a Strategic Business Plan and Masterplan for the Wildlife Sanctuary for a total cost of \$310,000.
4. To approve a Change Order for \$70,680 to ISG's contract for the engineering associated with the Leicht Park redevelopment.
5. To approve hiring Somerville to design and create construction bid documents for the JBS Barn for a total cost of \$122,700.

T. Report of the Personnel Committee (July 29, 2025).

1. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Operator I
 - b. Mechanic

U. Report of the Traffic, Bicycle, and Pedestrian Commission (July 21, 2025).

1. To receive and place on file the June 2025 report by the Police Department on the Traffic Enforcement Unit Traffic Safety Plan. A May 2025 report was not shared.
2. To receive and place on file the report by the Police Department of the 2025 2nd quarter serious injury and fatal crashes.
3. To receive and place on file to add flashing beacons to the crosswalks of (1) Bay Highlands Drive and Bay Settlement Road; and (2) Highland Center Drive and Bay Settlement Road, but to ensure the crosswalk paint is updated, and field flags are placed on the YIELD TO PEDESTRIANS sign.
4. To receive and place on file by Aids. Jim Hutchison and Bill Morgan for the need for a crosswalk at the intersection of Finger and Alpine Roads and to place a YIELD TO PEDESTRIANS sign at the intersection.
5. To approve the request by Ald. Alyssa Proffitt to designate the 700 block N. Maple Avenue NO PARKING due to traffic concerns at the intersection of N. Maple Avenue and Mather Street by restricting parking for 100 feet on both sides of the street.
6. To receive and place on file the request by Ald. Ben Delie to place speed bumps/speed tables at Nancy Avenue and Steven Street.

7. To approve the request by Traffic Division to restrict parking on the north side of Vanderbraak Street from Quincy Street to a point 325 feet east of Quincy Street.
8. To change the NO STOPPING OR STANDING restriction in the alley west of Washington Street between Pine and Cherry Streets back to a NO PARKING zone.
9. To add an additional disabled parking space on the east side of North Roosevelt Street north of Main Street.

V. Report of the Sustainability Commission (July 16, 2025).

1. To approve the recommendation that Parks Department staff explore recycling collection best practices at recreational facilities, and implement trial collection at Bay Beach Amusement Park during the remainder of the 2025 season and report back to the Sustainability Commission at the end of the summer.
2. Informational: Mosquito Bucket Challenge
3. Informational: Feasibility of developing a food waste composting pilot program with input from the Sustainability Commission.

W. Informational.

1. July Municipal Court Report

X. Resolutions.

1. Resolution Authorizing Conditional Use Permit at 115 South Van Buren Street (ZP 25-17)
2. Resolution Authorizing Release of 12' Utility Easement at the 1300 Block Guns Road, 0 Vernon Taylor Drive, and 0 Grand Boulevard (ED 25-01)
3. Resolution Authorizing Release of 40' Sanitary Sewer Easement at the 1300 Block Guns Road and 0 Vernon Taylor Drive (ED 25-02)

Y. Ordinances - First Reading.

1. Zoning Ordinance No. 15-25
An Ordinance Amending Zoning Ordinance 28-24 The Southwest Woods Subdivision Planned Unit Development District (ZP 25-18)
2. Zoning Ordinance No. 14-25
An Ordinance Zoning Certain Land Located at 2958 Nicolet Drive (Parcel #22-134), 2892 Nicolet Drive (Parcel #22-135), And 0 Durham Road (Parcel #22-144) as a Planned Unit Development District (ZP 25-19)

Z. Quasi-Judicial Hearing for License Non-Renewal.

1. Quasi-Judicial Hearing for non-renewal of 2025-26 Massage Establishment License at 503 S Military, Sunrise Spa.

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.

2. Quasi-Judicial Hearing for non-renewal of 2025-26 "Class B" liquor and Class "B" beer license for Stage I, 231 N. Broadway.

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.

AA. Referral of Petitions & Communications.

BB. Adjournment.

1. Next Meeting: August 19, 2025.
2. Adjournment of the Tuesday, August 5, 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, 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

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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 Proffitt (District 7), Jim Ridderbush (District 8), Ben Delie (District 10), Melinda Eck (District 11), Kathy Hinkfuss (District 12).

Voting: Jim Hutchison, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush

Not Voting:

Excused: Jennifer Grant, William Morgan

Absent:

C. PLEDGE OF ALLEGIANCE.

D. INVOCATION.

E. APPROVAL OF MINUTES.

Moved by Ald. Ben Delie, seconded by Ald. Jim Ridderbush to approve.

Motion Passed.

Yes-Jim Hutchison, 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 24, 2025 meeting.

F. APPROVAL OF THE AGENDA.

Moved by Ald. Brian Johnson, seconded by Ald. Bill Galvin to amend to move item T until after item H.

Motion Passed.

Yes-Jim Hutchison, 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. Ben Delie to approve as amended.

Motion Passed.

Yes-Jim Hutchison, 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. Joey Prestley, seconded by Ald. Jim Hutchison to approve.

Motion Passed.

Yes-Jim Hutchison, 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, July 15, 2025, meeting of the Common Council.

G. REPORT BY THE MAYOR.

H. ANNOUNCEMENTS.

I. ORDINANCES - SECOND READING FOR ADOPTION.

- I. General Ordinance No. 16-25

An ordinance amending various Sections of Chapter 44, Green Bay Municipal Code, relating to Mail Distribution Facilities.

Moved by Ald. Brian Johnson, seconded by Ald. Melinda Eck to adopt.

Motion Passed.

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

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).

Moved by Ald. Brian Johnson, seconded by Ald. Ben Delie to suspend the rules to take up items 2 and 3 in one vote.

Motion Passed.

Yes-Jim Hutchison, 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. Joey Prestley to hold until Nov 11.

Motion Passed.

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

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).

Comment form:

Brad Peot, 1890 E Johnson St

J. REPORT OF THE REDEVELOPMENT AUTHORITY (JULY 8, 2025).

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

Motion Passed.

Yes-Jim Hutchison, 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 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).

Moved by Ald. Joey Prestley, seconded by Ald. Ben Delie to approve except item 5.

Motion Passed.

Yes-Jim Hutchison, 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 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.

Moved by Ald. Brian Johnson, seconded by Ald. Ben Delie to amend to add language to

prioritize N Maple St to Walnut St to Kellogg St in 2026 CIP plan.

Motion Passed.

Yes-Jim Hutchison, 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. Kathy Hinkfuss to approve as amended.

Motion Passed.

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

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).

Moved by Ald. Jim Hutchison, seconded by Ald. Ben Delie to approve except items 14 & 15.

Motion Passed.

Yes-Jim Hutchison, 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 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 Chanh samay 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.

Moved by Ald. Melinda Eck, seconded by Ald. Brian Johnson to open the floor.

Motion Passed.

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

Eric Drzwiecki, 632 S Roosevelt
Chad Hurdler, 1813 S Military Ave
David Roth, 2071 9th St
Joshua Kunkel, 3236 Waubenoor Dr
Brittany Kunkel, 3236 Waubenoor
David Staufenbeil, 2071 9th St
Michelle Rawlsky, 1155 Orlando Dr
Pearce Haworth, 1890 Wizard Way, DePere
Erin Haworth, 1890 Wizard Way, DePere
Ramaad Rivera Wagner, 617 S Quincy St
Ron Jung, 1102 Gallagher St
Dianne Merrill, 2633 Trojan Dr
Jon Morehouse, 1794 Allouez Ave

Comment form:

Connie Corsten, 2495 Vagabond St
Ron Jung, 1102 Gallagher St

Moved by Ald. Ben Delie, seconded by Ald. Jim Ridderbush to close floor.

Motion Passed.

Yes-Jim Hutchison, 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. Kathy Hinkfuss to amend to add "...and religious counseling" to the second whereas behind pastoral conversations.

Motion Passed.

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

Moved by Ald. Melinda Eck, seconded by None to hold until US Supreme Court makes ruling.

Motion Failed for lack of a second.

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

Motion Passed.

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

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).

Moved by Ald. Craig Stevens, seconded by Ald. Joey Prestley to amend to release of 1 "Class B" liquor license due to non-renewal.

Motion Passed.

Yes-Jim Hutchison, 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 approve as amended.

Motion Passed.

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

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

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

Moved by Ald. Bill Galvin, seconded by Ald. Jim Ridderbush to approve.

Motion Passed.

Yes-Jim Hutchison, 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

N. REPORT OF THE PLAN COMMISSION (JULY 7, 2025).

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

Motion Passed.

Yes-Jim Hutchison, 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 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).

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

Motion Passed.

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

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

P. REPORT OF THE PARK COMMITTEE (JULY 9, 2025).

Moved by Ald. Ben Delie, seconded by Ald. Jim Ridderbush to approve except items 1 & 2.

Motion Passed.

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

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

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

Motion Passed.

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

Eric Drzewiecki, 632 S Roosevelt St

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

Motion Passed.

Yes-Jim Hutchison, 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. Bill Galvin to approve.

Motion Passed.

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

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

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

Motion Passed.

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

Greg Gerbers, 336 S Jefferson St

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to close the floor.

Motion Passed.

Yes-Jim Hutchison, 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. Bill Galvin, seconded by Ald. Jim Ridderbush to motion to hold until next council meeting for Atty to research.

Motion Passed.

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

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).

Moved by Ald. Kathy Hinkfuss, seconded by Ald. Jim Ridderbush to approve.

Motion Passed.

Yes-Jim Hutchison, 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. Mechanic

2. To approve the request to reclassify two Custodian I positions to Custodian II.

R. REPORT OF THE SUSTAINABILITY COMMISSION (JUNE 19, 2025)

Moved by Ald. Ben Delie, seconded by Ald. Joey Prestley to approve except item 1.

Motion Passed.

Yes-Jim Hutchison, 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 resolution opposing the repeal of clean energy funding programs in House Concurrent Resolution 14. The deadline for House Resolution 14 has since passed.

Moved by Ald. Brian Johnson, seconded by Ald. Melinda Eck to receive and place on file.

Motion Passed.

Yes-Jim Hutchison, 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 Sustainability Commission proceeding with a collaborative process for drafting a Rights of Nature resolution.

Moved by Ald. Brian Johnson, seconded by Ald. Joey Prestley to referral to staff to strike item 4 and draft resolution.

Motion Passed.

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

3. To approve the Climate Resilience Work Group Report.

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

Motion Passed.

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

S. INFORMATIONAL.

- I. Building Report for June 2025

T. COMMITTEE OF THE WHOLE.

Moved by Ald. Brian Johnson, seconded by Ald. Melinda Eck to open the floor.

Motion Passed.

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

Chester McDonald, 918 Oakdale, DePere

Moved by Ald. Brian Johnson, seconded by Ald. Kathy Hinkfuss to close the floor.

Motion Passed.

Yes-Jim Hutchison, 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. Ben Delie to approve subject to legal review.

Motion Passed.

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

- 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).

U. RESOLUTIONS.

- I. Resolution Regarding Conversion Therapy

Moved by Ald. Brian Johnson, seconded by Ald. Joey Prestley to approve as amended.

Motion Passed.

Yes-Jim Hutchison, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson,

Ben Delie, Kathy Hinkfuss, Jim Ridderbush, No-Melinda Eck, Abstain-None.

2. Resolution drawing final orders to contractors for July 15, 2025.

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

Motion Passed.

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

3. Resolution **opposing the repeal of Clean Energy Funding, June 2025**

Moved by Ald. Brian Johnson, seconded by Ald. Melinda Eck to receive and place on file.

Motion Passed.

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

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.

Moved by Ald. Brian Johnson, seconded by Ald. Melinda Eck to approve.

Motion Passed.

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

V. ORDINANCES - FIRST READING.

Moved by Ald. Brian Johnson, seconded by Ald. Melinda Eck to suspend rules and take up items 1-5 with one roll call vote.

Motion Passed.

Yes-Jim Hutchison, 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. Ben Delie to advance.

Motion Passed.

Yes-Jim Hutchison, 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. 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.

Testifying

Atty Brian Randall

Moved by Ald. Joey Prestley, seconded by Ald. Jim Ridderbush to approve the request.
Motion Passed.

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

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.

Appellant sworn in.

Testifying

Qing Liu, 1740 E Mason

Moved by Ald. Melinda Eck, seconded by Ald. Jim Ridderbush to deny.

Motion Passed.

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

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.

Testifying

Atty Scott Connors

Appellant sworn in

Lan Hou, 1235 S Military

Moved by Ald. Bill Galvin, seconded by Ald. Joey Prestley to approve the license.

Motion Passed.

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

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.

Testifying:
Brent Eisberner

Appellant sworn in

Moved by Ald. Melinda Eck, seconded by Ald. Bill Galvin to deny the appeal.

Motion Passed.

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

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.

Testifying:
Brent Eisberner

Moved by Ald. Melinda Eck, seconded by Ald. Brian Johnson to deny.

Motion Failed.

Yes-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. Joey Prestley, seconded by Ald. Jim Ridderbush to approve.

Motion Passed.

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

X. REFERRAL OF PETITIONS & COMMUNICATIONS.

Y. ADJOURNMENT.

Moved by Ald. Jim Ridderbush, seconded by Ald. Jim Hutchison to adjourn.

Motion Passed.

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

1. Next Meeting: August 5, 2025.

2. Adjournment of the Tuesday, July 15, 2025, meeting of the Common Council.

MISCELLANEOUS ORDINANCE NO. 03-25

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE SMART GROWTH
2022 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY RELATED
TO PROPERTY LOCATED AT THE 2100 BLOCK OF DEUCHERT STREET
(PARCEL 21-1229) FROM MEDIUM-HIGH DENSITY HOUSING TO LOW
DENSITY RESIDENTIAL
(CPA 25-02)**

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

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

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

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

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

SECTION 1. Comprehensive Plan Amendment CPA 25-01 is hereby adopted pursuant to Wis. Stats. § 66.1001(4)(c) on the following described properties. A copy of the comprehensive plan amendment is attached to this ordinance.

PART OF SECTION 32, T24N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, T24N-R21E; THENCE N00°56'11"E, 679.66 FEET ALONG THE EAST LINE OF SAID SECTION 32; THENCE N89°41'35"W, 169.94 FEET ALONG THE SOUTH LINE OF LOT D, VOLUME 2, CERTIFIED SURVEY MAPS, PAGE 337, MAP NUMBER 519, DOCUMENT NUMBER 656658, BROWN COUNTY RECORDS, ALSO BEING THE NORTH LINE OF LOT 1, VOLUME 10, CERTIFIED SURVEY MAPS, PAGE 385, MAP NUMBER 2334, DOCUMENT NUMBER 969974, BROWN

COUNTY RECORDS, AND IT'S EXTENSION TO THE POINT OF BEGINNING; THENCE CONTINUING N89°41'35"W, 966.20 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE, NORTH LINE OF SAID LOT 1, NORTH LINE OF LOT 2 OF SAID CERTIFIED SURVEY MAP NO. 2334 AND ITS EXTENSION; THENCE N00°20'09"E, 244.35 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE AND THE EAST RIGHT OF WAY OF HIGHLAND PARK AVENUE; THENCE N00°02'46"E, 402.78 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE AND SAID EAST RIGHT OF WAY; THENCE S89°36'44"E, 266.64 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°20'06"W, 248.93 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S89°38'49"E, 605.75 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°56'11"W, 114.71 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S89°38'49"E, 100.00 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°56'11"W, 282.58 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE, THE WEST RIGHT OF WAY OF DEUCHERT STREET, THE WEST LINE OF LOT B, VOLUME 2, CERTIFIED SURVEY MAPS, PAGE 53, MAP NUMBER 376, DOCUMENT NUMBER 633337, BROWN COUNTY RECORDS AND THE WEST LINE OF LOTS C AND D OF CERTIFIED SURVEY MAP NO. 519 TO THE POINT OF BEGINNING

PARCEL CONTAINS 439,865 SQUARE FEET / 10.10 ACRES MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

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

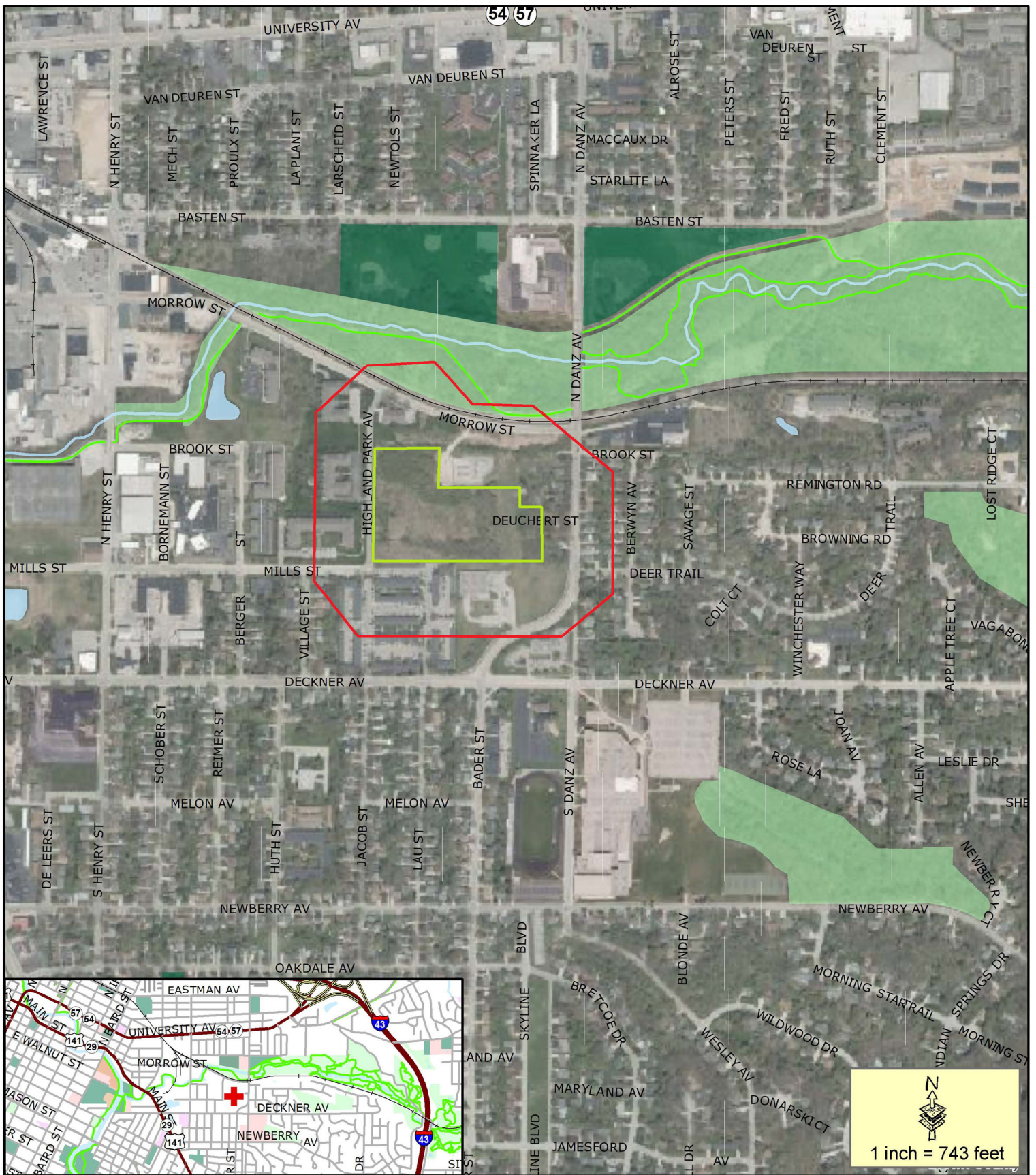
Dated at Green Bay, Wisconsin, this _____ day of _____, 2025.

APPROVED:

Eric Genrich, Mayor

jl:

Attachments – Location Map, Land Division Exhibit



- Proposed Rezone and Comprehensive Plan Amendment Parcel
- 400' Property Owner Notice

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

Zoning Rezone Petition (ZP 25-14)
Comprehensive Plan Amendment (CPA 25-02)
2100 Block of Deuchert Street
Parcel 21-1229



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

MEETING DATE

August 5, 2025

PREPARED BY

Lindsey Belongea, Staff

AGENDA ITEM # K.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

August 5, 2025

PREPARED BY

AGENDA ITEM # K.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

August 5, 2025

PREPARED BY

AGENDA ITEM # K.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

ZONING ORDINANCE NO. 12-25

AN ORDINANCE REZONING TO PROPERTY LOCATED AT THE 2100 BLOCK OF DEUCHERT STREET (PARCEL 21-1229) FROM VARIED-DENSITY RESIDENTIAL (R3) TO MEDIUM-DENSITY RESIDENTIAL (R2) (ZP 25-14)

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described properties from Varied-Density Residential (R3) to Medium-Density Residential (R2):

PART OF SECTION 32, T24N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, T24N-R21E; THENCE N00°56'11"E, 679.66 FEET ALONG THE EAST LINE OF SAID SECTION 32; THENCE N89°41'35"W, 169.94 FEET ALONG THE SOUTH LINE OF LOT D, VOLUME 2, CERTIFIED SURVEY MAPS, PAGE 337, MAP NUMBER 519, DOCUMENT NUMBER 656658, BROWN COUNTY RECORDS, ALSO BEING THE NORTH LINE OF LOT 1, VOLUME 10, CERTIFIED SURVEY MAPS, PAGE 385, MAP NUMBER 2334, DOCUMENT NUMBER 969974, BROWN COUNTY RECORDS, AND IT'S EXTENSION TO THE POINT OF BEGINNING; THENCE CONTINUING N89°41'35"W, 966.20 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE, NORTH LINE OF SAID LOT 1, NORTH LINE OF LOT 2 OF SAID CERTIFIED SURVEY MAP NO. 2334 AND ITS EXTENSION; THENCE N00°20'09"E, 244.35 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE AND THE EAST RIGHT OF WAY OF HIGHLAND PARK AVENUE; THENCE N00°02'46"E, 402.78 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE AND SAID EAST RIGHT OF WAY; THENCE S89°36'44"E, 266.64 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°20'06"W, 248.93 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S89°38'49"E, 605.75 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°56'11"W, 114.71 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S89°38'49"E, 100.00 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°56'11"W, 282.58 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE, THE WEST RIGHT OF WAY OF DEUCHERT STREET, THE WEST LINE OF LOT B, VOLUME 2, CERTIFIED SURVEY MAPS, PAGE 53, MAP NUMBER 376, DOCUMENT NUMBER 633337, BROWN COUNTY RECORDS AND THE WEST LINE OF LOTS C AND D OF CERTIFIED SURVEY MAP NO. 519 TO THE POINT OF BEGINNING

PARCEL CONTAINS 439,865 SQUARE FEET / 10.10 ACRES MORE OR LESS.

ZONING ORDINANCE NO. 12-25

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

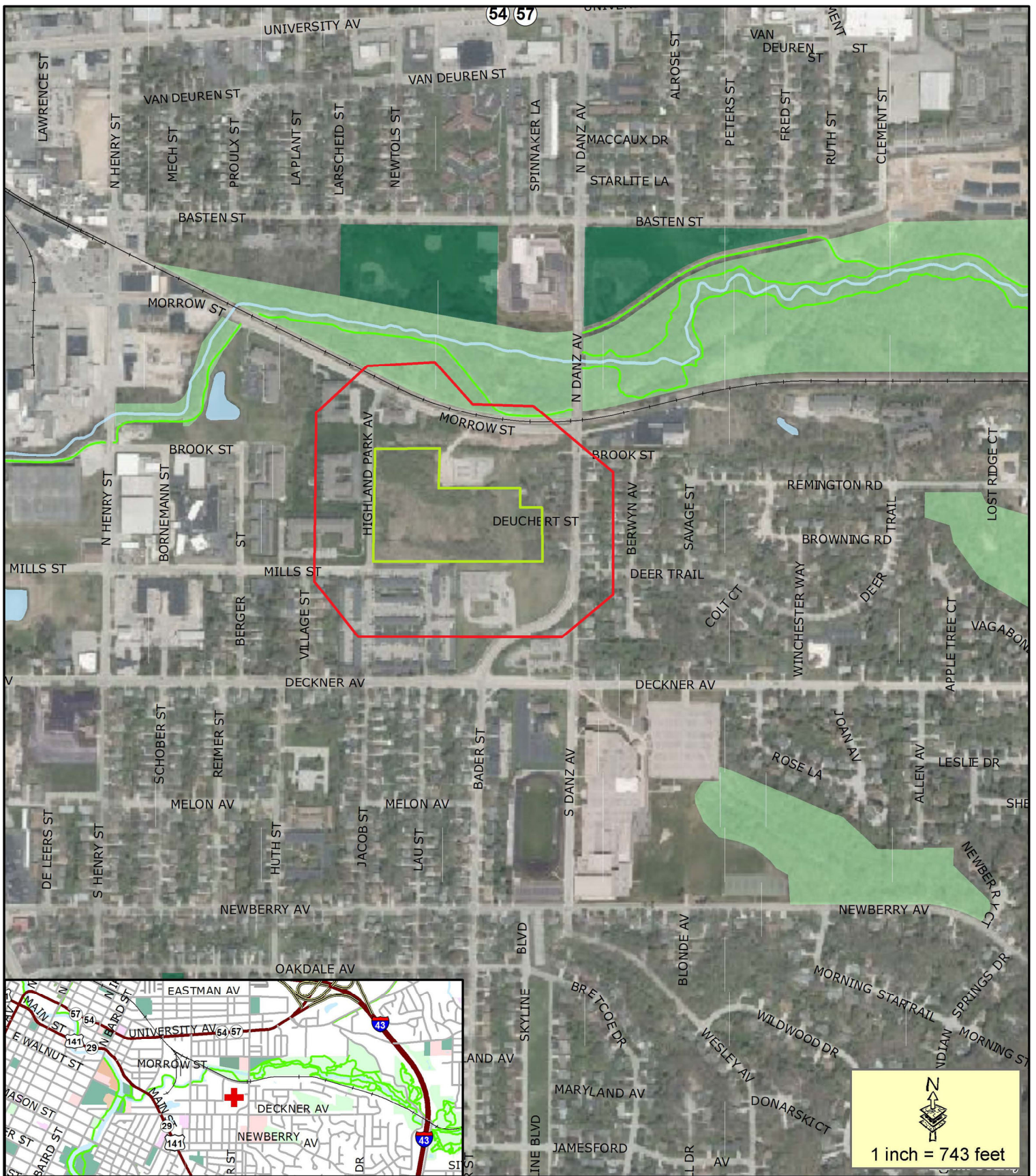
SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Eric Genrich, Mayor

jl:
Attachment – Location Map



- Proposed Rezone and Comprehensive Plan Amendment Parcel
- 400' Property Owner Notice

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

Zoning Rezone Petition (ZP 25-14)
Comprehensive Plan Amendment (CPA 25-02)
2100 Block of Deuchert Street
Parcel 21-1229

MISCELLANEOUS ORDINANCE NO. 03-25

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE SMART GROWTH
2022 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY RELATED
TO PROPERTY LOCATED AT THE 2100 BLOCK OF DEUCHERT STREET
(PARCEL 21-1229) FROM MEDIUM-HIGH DENSITY HOUSING TO LOW
DENSITY RESIDENTIAL
(CPA 25-02)**

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

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

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

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

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

SECTION 1. Comprehensive Plan Amendment CPA 25-01 is hereby adopted pursuant to Wis. Stats. § 66.1001(4)(c) on the following described properties. A copy of the comprehensive plan amendment is attached to this ordinance.

PART OF SECTION 32, T24N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, T24N-R21E; THENCE N00°56'11"E, 679.66 FEET ALONG THE EAST LINE OF SAID SECTION 32; THENCE N89°41'35"W, 169.94 FEET ALONG THE SOUTH LINE OF LOT D, VOLUME 2, CERTIFIED SURVEY MAPS, PAGE 337, MAP NUMBER 519, DOCUMENT NUMBER 656658, BROWN COUNTY RECORDS, ALSO BEING THE NORTH LINE OF LOT 1, VOLUME 10, CERTIFIED SURVEY MAPS, PAGE 385, MAP NUMBER 2334, DOCUMENT NUMBER 969974, BROWN

COUNTY RECORDS, AND IT'S EXTENSION TO THE POINT OF BEGINNING; THENCE CONTINUING N89°41'35"W, 966.20 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE, NORTH LINE OF SAID LOT 1, NORTH LINE OF LOT 2 OF SAID CERTIFIED SURVEY MAP NO. 2334 AND ITS EXTENSION; THENCE N00°20'09"E, 244.35 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE AND THE EAST RIGHT OF WAY OF HIGHLAND PARK AVENUE; THENCE N00°02'46"E, 402.78 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE AND SAID EAST RIGHT OF WAY; THENCE S89°36'44"E, 266.64 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°20'06"W, 248.93 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S89°38'49"E, 605.75 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°56'11"W, 114.71 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S89°38'49"E, 100.00 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°56'11"W, 282.58 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE, THE WEST RIGHT OF WAY OF DEUCHERT STREET, THE WEST LINE OF LOT B, VOLUME 2, CERTIFIED SURVEY MAPS, PAGE 53, MAP NUMBER 376, DOCUMENT NUMBER 633337, BROWN COUNTY RECORDS AND THE WEST LINE OF LOTS C AND D OF CERTIFIED SURVEY MAP NO. 519 TO THE POINT OF BEGINNING

PARCEL CONTAINS 439,865 SQUARE FEET / 10.10 ACRES MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

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

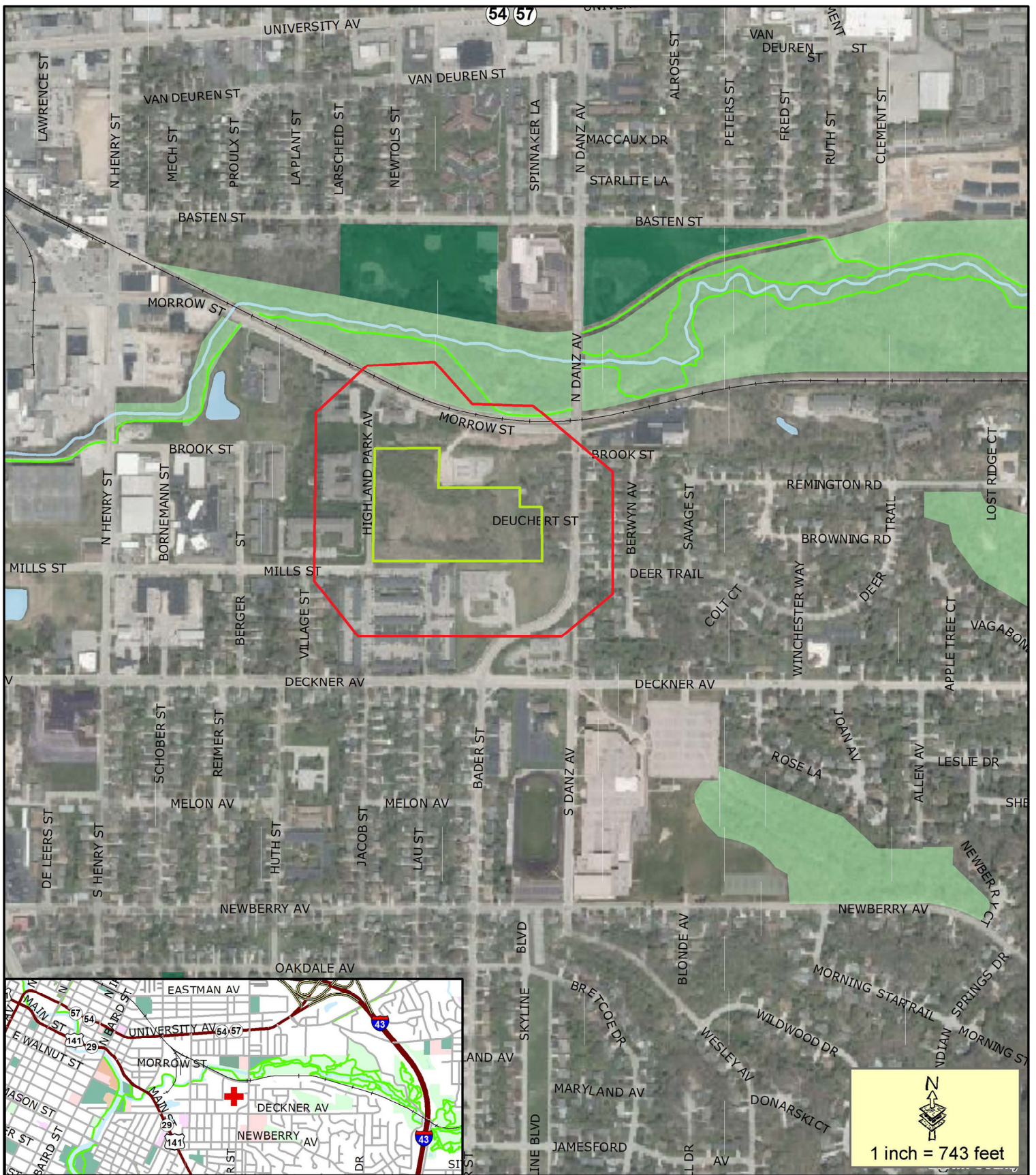
Dated at Green Bay, Wisconsin, this _____ day of _____, 2025.

APPROVED:

Eric Genrich, Mayor

jl:

Attachments – Location Map, Land Division Exhibit



- Proposed Rezone and Comprehensive Plan Amendment Parcel
- 400' Property Owner Notice

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

Zoning Rezone Petition (ZP 25-14)
Comprehensive Plan Amendment (CPA 25-02)
2100 Block of Deuchert Street
Parcel 21-1229



Report to the
Common Council
of the City of Green Bay

MEETING DATE

August 5, 2025

AGENDA ITEM # L.I

For consideration and possible action on the Invocation Policy for Common Council Meetings.

BACKGROUND

For consideration and possible action on the Invocation Policy for Common Council Meetings.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft Invocation Policy

Invocation Policy for Green Bay Common Council Meetings

Purpose:

The purpose of offering an invocation at meetings of the Green Bay Common Council is to solemnize the proceedings. This should be done in a manner that respects both diverse religious beliefs as well as non-religious beliefs, by providing an opportunity for reflection, unity, and goodwill.

Guidelines for Invocations:

1. No Government Endorsement of Specific Faiths:

The Green Bay Common Council does not endorse, promote, or favor any specific doctrine. The goal of the invocation is to set a solemn and reflective tone and not to advance any one viewpoint.

2. Eligibility:

Those eligible to lead an invocation are the Mayor, the members of Common Council, and their guests.

3. Time Limit:

Invocations should last no more than 5 minutes.

4. Schedule:

The schedule shall be determined by the Mayor and will follow a rotational system by which each Common Council member, including the Mayor, shall have the opportunity to offer the invocation or present a designee for that purpose. The Mayor's office shall notify Common Council members when it is their turn to offer the invocation.

5. Respect for all Viewpoints:

All religious and non-religious perspectives are welcome.

6. Moment of Silence Option:

As an alternative to a spoken invocation, the Mayor and Council members may offer a moment of silence at the beginning of the meeting.

7. Use of Electronic Devices:

To maintain the solemnity and respect of the invocation, the use of non-assistive electronic devices, including but not limited to cell phones, tablets, recording devices, and cameras, is prohibited during the invocation. This prohibition applies to those offering the invocation unless the device is required for assistive purposes (e.g., hearing, speaking, or visual aids).

8. Voluntary Participation:

Participation in the invocation is entirely voluntary. Members of the public, City staff, and Common Council members may stand, remain seated, absent themselves, or otherwise reflect in a manner they find appropriate. No individual shall be compelled to participate in the invocation,

nor will their participation or non-participation affect their standing in the meeting or their business before the legislative body.

Enforcement:

The Mayor, as the presiding officer of the legislative body, will be responsible for advancing this policy, which ensures the practice remains inclusive and non-coercive, respecting the rights of all members and attendees.



Report to the
Common Council
of the City of Green Bay

MEETING DATE

August 5, 2025

AGENDA ITEM # L.2

Consideration with possible action on Development Agreement 25-07, revised from the July 15, 2025 Common Council Meeting, with Grand Boulevard Apartments LLC for the development of 0 Grand Boulevard (Tax Parcel 23-243-1) to include \$265,874.00 for site grading, subject to final 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

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 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

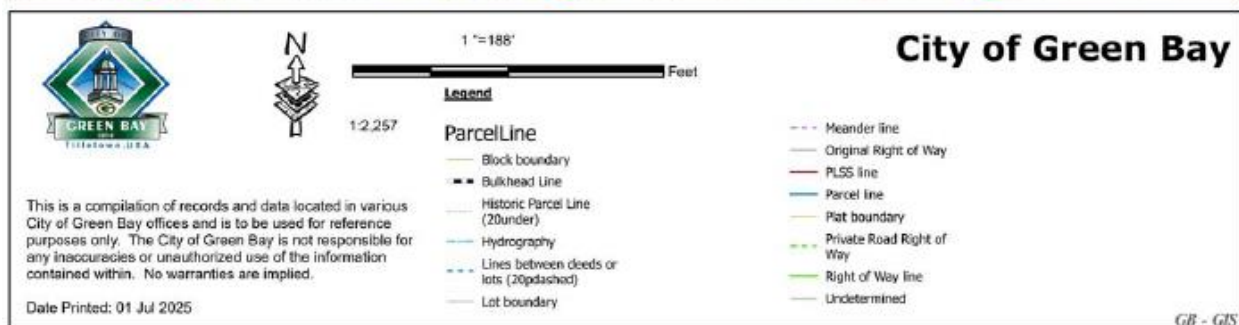
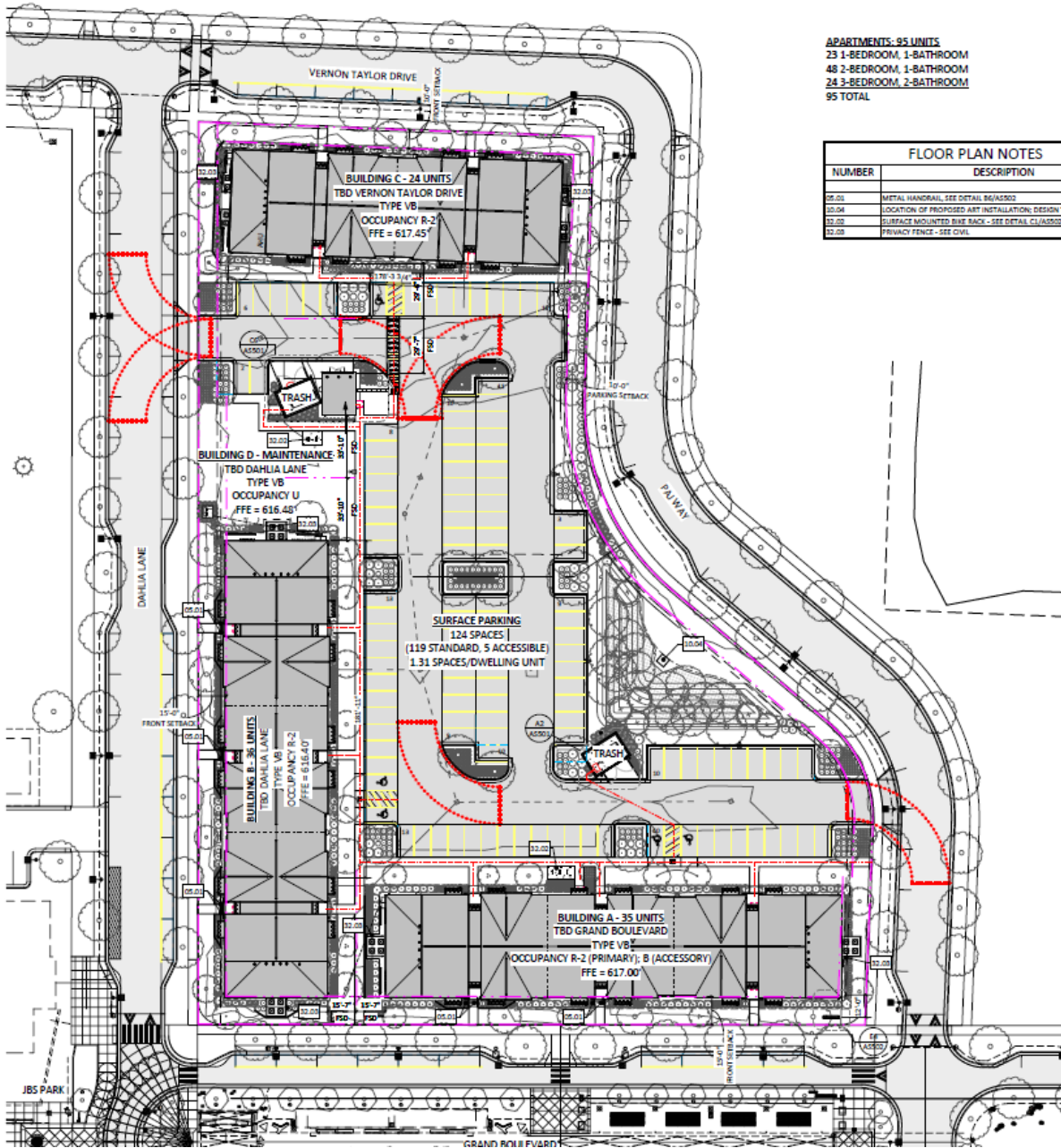


EXHIBIT B
Legal Description

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
Landmarks Commission
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # M.I

Informational Only: Semi-Annual Report to Common Council from Landmarks Commission, Jan. - June 2025.

BACKGROUND

As recommend by Alder Hutchison, we will be preparing a semi-annual report of COAs and Landmarks Commission actions for the Common Council.

RECOMMENDATION

No Action Required.

FISCAL IMPACT

ATTACHMENTS

- I. Semi-Annual Report to Common Council from Landmarks Commission, Jan - June 2025



Community & Economic Development Department
100 North Jefferson Street - Room 608
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3300
Fax 920.448.3426

MEMORANDUM

TO: Common Council

FROM: Stephanie Hummel, AICP, Planner II

RE: Semi-Annual Report of Landmarks Commission Activity, January – June 2025

DATE: August 5, 2025

Landmarks-Level COAs:

- The Landmarks Commission reviews major exterior work to all historic properties within the City.
- During this reporting period, the Landmarks Commission has reviewed twelve COAs:
 - Cell Tower Installation, Approved with Conditions
 - Soffit Replacement, Approved
 - Cornice Replacement, Approved
 - Storefront Remodel & Rear Façade Remodel, Approved
 - Art Banner Installation, Approved with Conditions
 - Skylight Installation, Approved
 - New Commercial Sign, Approved
 - New Garage, Approved
 - Replacement Windows, Approved
 - Patio Installation, Approved
 - Replacement Window, Approved
 - Replacement Garage Siding, Approved

Staff-Level COAs:

- Our staff can approve a variety of projects that are less complicated than applications reviewed by the Landmarks Commission.
- A Text Amendment was approved by Common Council on June 24, 2025, to allow for more projects to be approved at a Staff Level. This allowed for three commercial signs to be approved in June instead of waiting for the next Landmarks Commission meeting.
- During this reporting period, we have reviewed ten staff-level COAs:
 - Fence, Approved
 - Driveway & Walkway Replacement, Approved
 - Parking Lot Redo, Approved
 - Driveway, Approved
 - Roof Replacement, Approved
 - Fence, Approved
 - New Sign, Approved with Conditions
 - New Signs, Approved with Conditions
 - New Signs, Approved with Conditions
 - Fence, Approved

COA Approval Rate YTD: 100%

COA Approval Rate since Creation of Landmarks Commission (August 2018): 97.3%

- 348 Total COAs
- 9 Denied
 - 5 of those redid their projects and received approval from the Landmarks Commission
 - 4 were appealed to Common Council
 - 2 were upheld
 - 2 were overturned

Historic Preservation Revolving Loan Funds:

- The goal is to administer two revolving loans per year to maintain the fund in a consistent manner that allows us to always have funds available.
- We have administered two \$10,000 loans in 2025:
 - Plumbing/Sewer Stabilization Work
 - House & Garage Painting

cc: Alder Jim Hutchison
Landmarks Commission



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

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # N.I

To deny the request by Ald. Ben Delie regarding the City's bulk item pick-up and yard waste programs.

BACKGROUND

RECOMMENDATION

To receive and place on file the information related to the Bulk Item Pick-up and Yard Waste programs.

FISCAL IMPACT

none

ATTACHMENTS

- I. 2025-07-23 I&S Communication- Bulk item and Yard Waste



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

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

TO: Improvement & Services Committee

FROM: Valerie Joosten, P.E., Director of Public Works

DATE: July 23, 2025

RE: Communication regarding Bulk Item Pick-up and Yard Waste

This memo provides information in response to the communication by Alder Delie dated June 23, 2025.

Text of Alder Communication: This is a communication to refer to staff to review and consider making changes to add additional bulk item garbage pickup dates and address more public communication around yard waste that can be placed at the road.

Bulk Item Collection Weeks

DPW currently offers two annual curbside bulk trash collection weeks. During these weeks, DPW will collect large items that do not fit in the tipper cart. Up to two cubic yards of bulking items are collected at no charge. Construction, remodeling / demolition trash, electronics, and appliances are excluded. If non-compliant items are placed for collection, DPW will collect them and invoice the property owner accordingly.

Based on prior estimates, the cost of the two annual curbside bulk trash collection weeks is approximately \$78,000. The cost is based on the following:

- Data shows historical collection of around 100 tons of bulk waste per week.
- Fuel and equipment cost for six rear loader trucks, 1 front-end loader and three dump trucks.
- Each week of collection requires approximately 12 employees.

In addition to the free bulk item collection weeks, the City also offers a bulk household item service for a fee. The cost is as follows:

- \$100 up to and including 3 cubic yards
- \$205 over 3 cubic yards to 10 cubic yards
- \$305 over 10 cubic yards

In 2024, approximately 1,035 customers used this service for a total cost of \$114,635.

Bulk household items may also be taken to the Brown County Transfer Station for a disposal fee or items can be dropped off at the City of Green Bay Bulk Household item drop off sites at no cost. Further details can be found in the annual information guide.

Staff Recommendation

At this time, staff do not recommend adding additional bulk collection weeks due to the added equipment and personnel that would need to be diverted from other duties. Residents have multiple options for disposal of bulk waste at low or no cost. DPW is also considering contracting for a program evaluation of the sanitation operations and services, pending available budget. DPW would prefer to review the services offered as a whole rather than make individual changes at this time.

Yard Waste Collection

The communication from Alder Delie requested additional public communication around yard waste that can be placed at the road. DPW provides extensive communication regarding leaf collection, so I believe this is referring to the City's brush collection program. DPW collects brush curbside all summer long from approximately mid-May to early-October outside of leaf collection season. Currently, it takes approximately 2-3 weeks to collect from the entire City with the help of seasonal staff but could take up to 4 weeks to collect.

Information is provided in the Department of Public Works information guide.

- Root balls must be removed and disposed of as trash.
- Branches and limbs must be 3 to 8 feet in length, a minimum of ½ inch in diameter and rigid enough to be safely pushed into a chipper.
- Cut ends must be stacked in the same direction.
- Brush cannot be placed over sidewalks or in the street.

This service is for residents only and not for brush generated by contractors.

Residents can also use either of the City Yard Waste Centers operated at 1470 Hurlbut Street and 2530 East Shore Drive.

Staff Recommendation

DPW will provide additional communication to residents via social media in the month of August and September. Additionally, DPW could also create rack cards (a type of brochure) that specifically address our brush, leaf and yard waste collection services.



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

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # N.2

To approve the request by Department of Public Works to enter into Professional Services Agreements with Streetland LLC in the amount of \$42,500.00 for Sales Study and Appraisal Services, Steiro Appraisal Services, Inc. in the amount of \$15,000.00 for Parcel Appraisal Review services and Moss & Associates, LLC in the amount of \$42,000.00 for Real Estate Negotiation services for the Mather Street Reconstruction project.

BACKGROUND

Mather Street Reconstruction project is being completed through WisDOT STP program and is scheduled for 2027. The section being reconstructed is from Locust to Gray. The Real Estate Services are for acquiring real estate necessary to construct the roadway. Typically the real estate easements will be for minor temporary easements to allow for grading. Normally it takes a year or so to complete the real estate process.

RECOMMENDATION

To approve the awards so that the real estate can be completed.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # N.3

To approve the request by Department of Public Works to award the following contracts at a staff level and report the award at the next Improvement and Services Committee meeting following the contract award.

- a. PAVEMENT 2-25 E. MASON STREET RECONSTRUCTION
- b. SOUTHWEST WOODS- HINKLE STREET EXTENSION

BACKGROUND

Due to the intended bidding schedules, anticipated construction timelines, and the schedule of Committee and Council Meetings, it is necessary for the project to begin as soon as practical.

RECOMMENDATION

To approve the Department of Public Works to award the listed contract at staff level and report the award at the next Improvement and Services Committee Meeting following contract award.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # N.4

To approve the request by Oneida Nation to enter into an Infrastructure Developer's Agreement for the installation and maintenance of pavement and underground utilities for the Cattail Marsh Subdivision on Parcels 6H-1154-38 & 6H-1155-8.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Infrastructure Development Agreement Draft_7_2_25

DEVELOPER'S AGREEMENT

This Agreement is made this ____ day of _____, 2025, by and between Onieda Nation, (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:

Parcels 6H-1154-38 and 6H-1155-8

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 Cattail Marsh Subdivision improvements as submitted, reviewed, and approved by City staff.

NOW, THEREFORE, in consideration of the approval by the City of the site plan and associated utility plans 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 E (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 or their designee (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 their 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 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 site plan and upon Developer obtaining all necessary permits. 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.

Any and all Contractors or Subcontractors retained by the Developer who will work within existing or proposed right-of-way, or existing or proposed City-owned easements, shall have required bonding and insurance on file with the City and current Bidders Proof of Responsibility with the Department of Public Works before starting such work.

- A. **Streets.**

1. The streets shall be constructed as depicted by the Developer in the conditionally approved site plan. Streets shall consist of asphalt pavement over gravel base with integral concrete curb and gutter on both sides of each street.

B. Water Distribution

1. The Developer shall furnish, construct and install all water main in the Development. The size and location of the water main shall be approved by the Director prior to commencement of work.
2. The Developer shall install water laterals to serve each lot in the CSM. 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 water main and lateral construction shall be completed prior to the start of street construction.

C. Storm Sewers and Stormwater Management Facilities.

1. The Developer shall furnish, construct and install storm sewers and stormwater management facilities as needed in the Development. The size and location of the sewers and facilities shall be approved by the Director prior to commencement of work.
2. The Developer shall install any necessary stormwater service laterals. 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. All stormwater management facilities shall meet or exceed the requirements of the approved stormwater management plan.

D. Sanitary Sewers

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.

E. 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.

II. Permits and Fees.

A. 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 November 30, 2025 (hereinafter the "Completion Date").
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 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-Builts.

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 and PDF) formats.

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.
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 video (flash drive or portable hard drive) to the City.

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 CSM, 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, indefensible title to all interests in property dedicated or conveyed to the City by the CSM, this Agreement or other instruments required by this Agreement.
2. Prior to recording the CSM, 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. 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.

D. 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 one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease policy limit, and one million dollars (\$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 two million dollars (\$2,000,000) each claim, three million dollars (\$3,000,000) annual aggregate and any deductible not to exceed twenty-five thousand dollars (\$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 one million dollars (\$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 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 Street, 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 ten (10) days prior to the expiration date.

E. 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, it's 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.

The Developer hereby agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees or authorized representatives and volunteers and others working on behalf of the City against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorney's fees, costs, and expense 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 in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City. The Developer's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City, or its elected and appointed officials, officers, employees or authorized representatives or volunteers.

In any and all claims against the City, it's 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 or authorized representatives or 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 or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. 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.

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. 893.02.

- F. **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. **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.
- B. **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.

- C. **Amendments.** The City and the Developer may, by mutual written consent, amend this Developer's Agreement.
- D. **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/CSM.
- E. **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 Wisconsin Professional Land Surveyor.
- F. **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.
- G. **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.

- H. Public Easements.** All easements dedicated to and accepted by the City or the public on the Plat/CSM 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/CSM 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.

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

ONIEDA NATION.

By: _____
AUTHORIZED NAME, TITLE

CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor



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

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # N.5

To approve the request by Department of Public Works to award the PARKS X-25 LEICHT MEMORIAL PARK PAVILION contract at a staff level contingent upon the bids being within the budgeted amounts.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # N.6

To receive and place on file the report of the award of contract SEWERS 3-25 MINI SEWERS to Highway Landscapers in the amount of \$369,500.95.

BACKGROUND

The Department of Public Works awarded Sewers 3-25 Mini-Sewers to the lowest responsive bidder, Highway Landscapers, Inc. Three bids were received as follows:
Highway Landscapers, Inc. \$369,500.95
Alfson Excavating LLC \$375,021.30
David Tenor Corporation \$382,664.00

RECOMMENDATION

TO APPROVE

FISCAL IMPACT

Stormwater Utility funded \$369,500.95.

ATTACHMENTS

None



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

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # N.7

To receive and place on file the report of the award of contract SEWERS 2-25 CITY WIDE SEWER REPAIRS to De Groot, Inc. in the amount of \$1,442,702.99.

BACKGROUND

The Department of Public Works awarded Sewers 2-25 City Wide Sewer Repairs to the lowest responsive bidder, De Groot, Inc. Only one bid was received.

RECOMMENDATION

TO APPROVE

FISCAL IMPACT

Stormwater Utility funded \$538,929.60
Sanitary Sewer Utility funded \$903,773.39

ATTACHMENTS

None



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

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # O.I

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. Jills Bar at 613 Bodart St
2. The Razz at 400 Schoen St
3. Plume Wine Bar at 204 Pine St
4. 1st and Goal at 2148 University Ave
5. Washington Ballroom at 351 S Washington St

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # O.2

To approve an alcohol renewal beverage license for a "Class A" liquor and Class "A" beer application for:
I. Gerczak's Liquor & Catering at 1244 Velp Ave

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # O.3

To approve a change of agent for SBG Apple North IV, LLC (Applebee's) at 2420 E Mason St to John Hofmann.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # O.4

To approve a limited expansion of licensed premises for Overtime Grill & Pub at 1425 S Broadway described as "enclosed parking lot with fence to have no access of vehicles in parking lot" for the following dates: Aug 9-10, Aug 22, 23, 24, Aug 29, 30, 31, Sept 19, 20, 21, Oct 10, 11, 12, Oct 17, 18, 19, Oct 24, 25, 26

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1425 S BROADWAY LELP



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

Phone 920.448.3010
Fax 920.448.3016

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

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

Licensed Premises Information

Liquor License Applicant: Basil 1 LLC

Business dba Name: Questline Grill + Pub

Licensed Address: 1423 S. Broadway ^{Green Bay} WI 54304

Liquor/Beer Agent Name: Terr Cherney

Corporate Information

Business Legal Name (as on WI State Sellers Permit): Basil 1 LLC

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

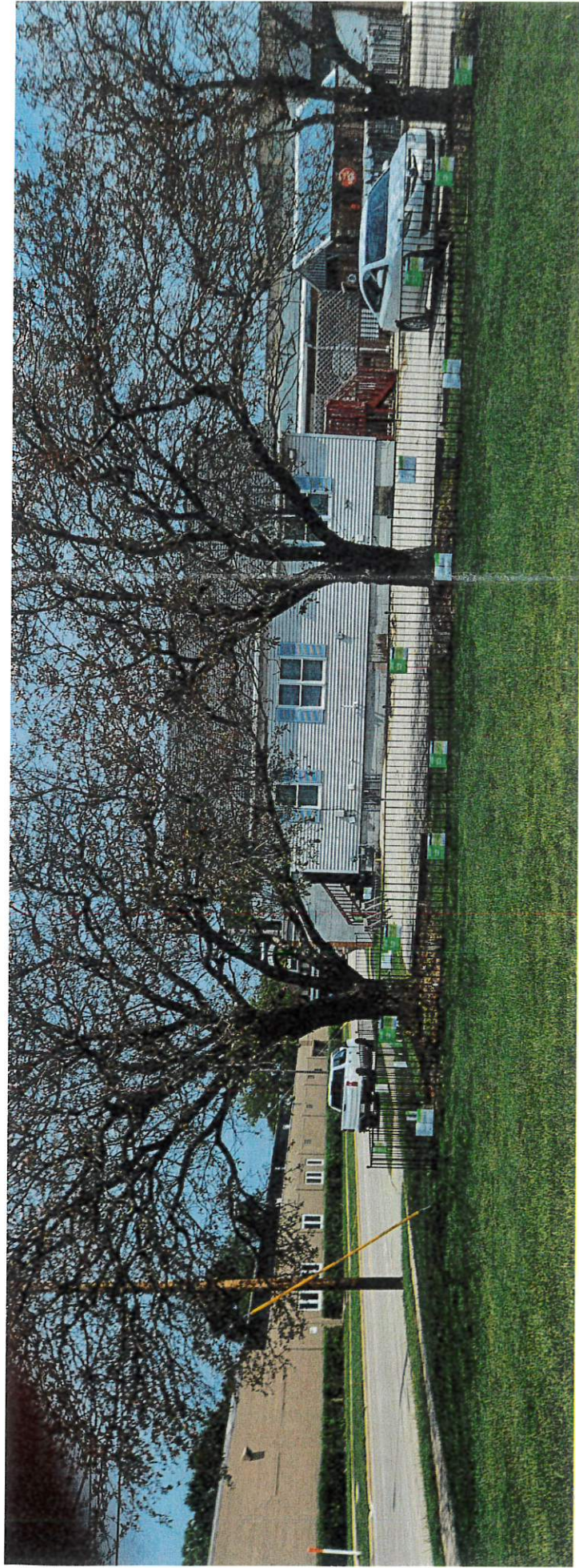
Business Contact Name/Position: Terr Cherney

Business Phone: 920-676-0615 Business Email: tcherney44@gmail.com

Date(s) of Events: 8/19/25-8/19/25 8/22/25-8/24/25 8/29/25-8/31/25 9/19/25-9/21/25

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

If so, please provide the dates: _____









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

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # O.5

To approve an agreement with City Wise Software LLC to provide a searchable database of available rental housing in Green Bay, at no cost to the City.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Green Bay WI - City Wise Agreement COGB 7.15.2025
2. 2025-08-05 City Wise Helpful Links

CITY WISE SOFTWARE LLC CITY SERVICE & LICENSING AGREEMENT

This Agreement, effective as of the date of execution, is entered into between City Wise Software LLC ("City Wise"), a limited liability company located at 541 East Erie Street, Unit 305, Milwaukee WI 53202, and the City of Green Bay with their Municipal Building at 100 N Jefferson St, Green Bay, WI 54301 (the "City") (each individually as a "Party" and collectively as the "Parties").

WHEREAS, City Wise has innovated a proprietary technology solution. This comprehensive solution consists of a series of pages culminating in a dynamic, searchable database of properties (henceforth known as the "Technology");

WHEREAS, the City's intention is to secure a license for the Technology from City Wise for the specified duration;

WHEREAS, City Wise is inclined to grant the City a nonexclusive license for the use of the Technology;

NOW, in consideration of the mutual agreements herein contained, the Parties hereby agree as follows:

A. Services:

1. City Wise warrants and covenants to delivering the services outlined in Schedule 1 to the City.
2. City Wise warrants and covenants that it will not have features of the Technology that permit anyone other than City Wise, City, or persons or entities that list properties, from being able to publicly post anything on an internet domain or subdomain containing, in whole or part, the phrase "greenbaywi.gov".
3. City Wise warrants and covenants that no third-party advertisements will be used on any internet domain or subdomain provided to it pursuant to this Agreement containing, in whole or part, the phrase "greenbaywi.gov".
4. City Wise represents and warrants that it owns all intellectual property rights necessary to provide the Technology to City.
5. City Wise warrants and covenants that it will not use anything protected by intellectual property law, in relation to this Agreement, without first acquiring the legal right to do so. City grants City Wise a restricted, nonexclusive, non-sublicensable, and nontransferable license to use City's logo on the property listing website City Wise will set up on a subdomain of the City's website.

B. Compensation for Services & Fee Distribution:

City Wise will handle the installation and customization of the Technology without charge to the

City. The fees, as detailed below, will be collected by City Wise through credit card processing within the Technology or directly by check.

1. Listing Fees: City Wise is authorized to collect payments from property listers for posting available properties for lease or sublet (referred to as "Listing Fees").
2. Other Fees: City Wise has exclusive rights to collect and retain any additional fees associated with the general use of the Technology from third-parties. City Wise is solely responsible for all Payment Card Industry (PCI) compliance matters related to credit card processing through the use of the Technology.

C. Taxes:

The charges and the distribution of fees outlined in this Agreement do not encompass or consider taxation. In the event that City Wise Software LLC is obligated to cover taxes such as sales, use, personal property, value-added, or any other taxes linked to the licenses or services specified in this Agreement, or related to the City's utilization of services, City will not be invoiced for, or responsible for paying or settling such taxes.

D. Expenses:

Unless explicitly addressed, City Wise assumes responsibility for all expenses related to this agreement. In the event that City requests on-site services beyond those specified in Schedule 1, City agrees to reimburse City Wise for travel and out-of-pocket expenses in adherence to the City's Travel Reimbursement Policy.

E. Conduct:

City agrees to obligate its employees, while working in their official capacities, not to engage in the following activities:

1. Uploading, posting, storing, emailing, or transmitting any information, to or from the Technology.
2. Providing misleading information, creating false identities, or manipulating identifiers to mislead or disguise the origin of information stored or transmitted in or through the Technology.
3. Using City Wise, Technology's name, the Technology, or any portion thereof to promote any business, product, or service through unsolicited emails, spamming, harassing others, or any similar activities.
4. Attempting unauthorized access to data on the Technology, other entities' account information, or other computer systems, servers, or networks connected to the Technology.

F. Duration and Termination:

This Agreement is executed and effective upon mutual signature and will endure for an initial period of three (3) years (referred to as the "Initial Term"). Subsequently, the Agreement will automatically renew for successive three (3) year terms (each termed a "Renewal Term") unless the City expresses its intention to allow the Agreement to expire, as detailed below.

Should any court determine that the City must allow any natural person or entity of any kind, other than City Wise, to take up space or otherwise place content of any kind on the City's website (including, but not limited to, any subdomain of the City's website) for any reason related to the City permitting City Wise access to the City's website or any other reason related to this Agreement, this Agreement will automatically terminate without notice or action by either Party. Termination will not be delayed due to anyone's intention to appeal, the pendency of an actual appeal, or the lack of a final order in the case. Upon such termination, City Wise must remove all content from the City's website as soon as reasonably possible, but in no case longer than the shorter of fourteen (14) days after termination or by the time given by the court. If the aforementioned court determination concludes that the City's website has become a public forum, the City's intention is to close the forum. Upon being served with a summons in a lawsuit seeking to expand access to the City's website, as described above, City will send City Wise notice of the suit.

The City does not intend to create a public forum on its website, or on a subdomain thereof. The City does not intend to set open, or aside space on, its website for the public, or a portion thereof, to use for First Amendment activity.

G. Post-Termination Entitlements and Acquisition Choice:

Upon termination of this Agreement, both Parties remain obligated to fulfill any accrued payment obligations (e.g., fee-sharing or expense reimbursement). Unless otherwise specified in writing, the termination of this Agreement results in the termination of all licenses granted by either Party.

Certain provisions will survive the termination: Sections H.3, K, M, N, O.4, R, X, Y, Z, and AA.2.

H. Licensing of Intellectual Property:

1. **Limited Usage Rights:** City Wise extends to the City a restricted, nonexclusive, non-sublicensable, and nontransferable license to electronically access and use the Technology. This authorization is exclusively granted under the terms specified in this Agreement and is applicable solely in conjunction with the Technology offered to the City. The scope of this license encompasses software usage, access to a single knowledge base, and utilization of user documentation, all of which are proprietary to City Wise and are included within the meaning of the "Technology."
2. **Usage Restrictions:** The City is prohibited from sublicensing or outsourcing the Technology to third-parties. Additionally, the City may not employ the Technology for any competitive purposes related to the Technology. City will not modify, translate, reverse engineer, disassemble, or decompile the Technology. Any attempt to discern the source code for the operation of the Technology is also prohibited, except when necessary for interoperability with other independently created software or as mandated by law.

The City is not allowed to generate derivative works derived from the Technology, any component thereof or the Proprietary Information.

In the context of this Agreement, "reverse engineering" refers to the scrutiny or analysis of the Technology aimed at uncovering its source code, sequence, structure, organization, internal design, algorithms, or encryption devices.

The term "Proprietary Information" encompasses all data, materials, text, photographs, music, video, software, sound, graphics, or any other information or materials, or portions thereof.

3. **Ownership:** City Wise maintains all rights, including title, copyright, and other proprietary rights in the Technology, irrespective of any modifications or updates. The City does not gain any rights, whether express or implied, in the Technology beyond those explicitly outlined in this Agreement.

I. Database and Data Precision:

City Wise will establish a searchable database (referred to as the "Database") of properties, as detailed in Schedule 1.

J. Integration with City's Website:

City commits to appointing a member of its existing technology team to collaborate with City Wise in integrating the listing website into a subdomain of City's existing website using DNS-masking technology. This appointment extends only through initial integration, but in no case longer than forth-five (45) days post-execution.

K. Data Ownership and Storage:

All data entered into the Database ("Data"), irrespective of the contributor's identity and whether or not it appears on the housing website, is the sole property of City Wise. City Wise maintains all title, copyright, and other proprietary rights in the Data. City maintains ownership of its website, including any subdomain thereof.

L. Advertising:

City Wise warrants and covenants that it will not state, in any advertising or otherwise, that City endorses, owns, or otherwise supports City Wise or its offerings, such as the Technology. Notwithstanding the foregoing, City Wise may state that it offers property listings on the City's website.

M. Non-disclosure:

Under this Agreement, the Parties may access information deemed confidential to each other

("Confidential Information"). Confidential Information is specifically confined to the Technology source code, the terms and pricing outlined in this Agreement, and any information explicitly identified in writing as confidential.

Confidential information excludes information that:

1. Become part of the public domain without any action or omission by the other Party.
2. Were lawfully in the other Party's possession before the disclosure and were not obtained directly or indirectly from the disclosing Party.
3. Are legally disclosed to the other party by a third-party without restrictions on disclosure.
4. Are independently developed by the other Party.
5. Are submitted to the housing website by City's residents or area property listers.

Qualify as "record(s)" as defined in Wisconsin Statute Section 19.32(2) that are subject to any portion of Subchapter II of Chapter 19 of the Wisconsin Statutes.

Throughout the Agreement's duration and for a period of two (2) years thereafter, the Parties commit to maintaining each other's Confidential Information in confidence. Unless mandated by law, the Parties agree not to disclose each other's Confidential Information to any third-party (excluding their agents or independent contractors) for purposes other than the Agreement's implementation.

Each Party undertakes reasonable measures to prevent the unauthorized disclosure or distribution of Confidential Information by its employees, agents, or independent contractors, violating the terms of this Agreement. Both Parties acknowledge that unauthorized disclosure or use of Confidential Information could result in irreparable harm and significant injury to the disclosing Party, the extent of which may be challenging to determine. Therefore, each Party consents to the right of the non-disclosing Party to promptly seek an injunction to prevent any breach of this Section. Additionally, the non-disclosing Party retains the right to pursue all available legal or equitable rights and remedies in the event of such a breach.

N. Limitation of Liability:

1. *Definitions:* In this Section N, the following terms have the following definitions:

- a. "Theory of Liability" means any theory of liability of any nature, including, but not limited to: tort; warranty; strict liability; state and federal statutes, constitutions, and common law, regardless of their nature; enforcement actions initiated by any government, agency, or public official; mandamus; declaratory relief; intellectual property (which includes, but is not limited to, patent,

copyright, trademark, and unfair competition); unfair trade practice; injunctive relief; Wisconsin Fair Housing Law; and Subchapter II of Chapter 19 of the Wisconsin Statutes. **The term “Theory of Liability” expressly includes any theories based on the City’s own negligence.**

- b. “City” includes, but is not limited to: the entity of the City, as well as any officer, official, employee, or agent thereof. The term also includes all of the City’s insurers. As juxtaposed against the use of the term “City” as it is generally used in this Agreement, the City’s insurers are added to its meaning in Section N.
- c. “Expense(s)” has its general definition. It includes, but is not limited to, actual attorneys’ fees and actual expenses of litigation.

2. *Construction*: The *ejusdem generis* canon does not apply to this Section N.

3. *Indemnify, Defend, and Hold Harmless*: City Wise must indemnify, defend, and hold harmless City against any liability, damage, loss, Expense, demand, or judgment under any Theory of Liability resulting from, arising out of, or related to the Technology, or otherwise resulting from, arising out of, or related to this Agreement.

4. *Applicability*: Section N applies regardless of whether the liability, damage, loss, Expense, demand, or judgment actually exists or is merely alleged to exist by a third-party. Section N applies regardless of whether the Theory of Liability is meritorious or is merely alleged to be so by a third-party. Section N applies regardless of whether the matter results from, arises out of, or relates to the Technology or Agreement, or is merely alleged to do so.

5. *Procedure*: Pursuant to this Section N, upon City learning of a third-party claim, suit, action, demand, or judgment against City, City will tender the matter to City Wise as a notice, and City Wise will immediately take up its obligations under this Agreement. City Wise must provide City notice of any third-party claim, suit, action, or demand against City within three (3) days of discovering it, if such discovery was not due to City informing City Wise of it, and will immediately take up its obligations hereunder. City has the right to be continually informed of the status of the defense and to meaningfully participate in the defense. City Wise has the right to select any legal counsel it chooses when defending City. City Wise must not settle any third-party claim, suit, action, or demand that causes City to pay any money or be held liable, in whole or part, without the approval of the Common Council for the City of Green Bay.

6. *Enforcement Fees*: If City commences a lawsuit to enforce its rights under this Section N and prevails in securing such rights, it is entitled to recover the Expenses of litigation relating to said securing.

7. *Superiority*: This Section N applies, notwithstanding anything in this Agreement to the contrary.

O. Public Records.

1. *Definitions*: In this Section O, the following terms have the following definitions:

- a. "Record(s)" are defined by Wisconsin Statute Section 19.32(2).
- b. "Open Government Laws" mean Subchapter II of Chapter 19 of the Wisconsin Statutes.

2. The City is a municipal entity legally bound to comply with the Open Government Laws and that, unless otherwise clearly allowed by law to be an exception to disclosure, all aspects of this Agreement are subject to open disclosure and are a matter of public record. The Parties warrant and covenant that neither will take any action to obstruct the operation of the Open Government Laws, and warrant and covenant that City will have sole and final decision-making authority as to how to comply with the Open Government Laws. To comply with any public record request, City Wise warrants and covenants that it will produce copies of all Records to City in their original format. According to Wisconsin Statute Section 19.36(3), even if Records are created or maintained by, or in the custody of City Wise as an independent contractor, they, along with the raw data used to create the records, are public records that must be made available to the public as soon as reasonably practicable and without delay upon request by any person, and in the format in which they were created.
3. City Wise warrants and covenants that it will immediately provide the City, as a notice, any public record request received by City Wise that in any way relates to this Agreement.
4. City Wise warrants and covenants that it will maintain all Records subject to any of the Open Government Laws for the length of time prescribed by law. City Wise covenants that upon the termination of this Agreement, regardless of cause, it will provide all Records subject to the Open Government Laws to the City, the City must receive such records no later than thirty (30) days after termination.
5. This Section O applies, notwithstanding anything in this Agreement to the contrary, except if there is a conflict with Section N.

P. Insurance:

1. City Wise must procure and maintain, at its own cost, insurance policies as hereinafter specified to insure against all risk and loss during the term of this Agreement (including any renewal terms). The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. All such policies must name the City of Green Bay as an "additional insured" party. City Wise must furnish, as a notice, a Certificate of Insurance, and proof of payment of any required insurance premiums, to the City of Green Bay to indicate compliance with each of the insurance obligations in this Agreement within thirty (30) days of the Agreement's effective date. The insurance policies must contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the City of Green Bay will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. A material change includes, but is not limited to, a

change in policy amount, coverage, or status of the insurer. If the aforementioned cancellation or change would lead to City Wise falling below the required coverages, and this is not remedied prior to fifteen (15) days before cancellation or change takes effect, the City may purchase an amount of insurance necessary to meet the minimum required coverages as specified herein, and send an invoice, as a notice, to City Wise for the actual costs thereof; City Wise must pay such invoice within thirty (30) days of the date it was sent.

2. City Wise must procure and maintain insurance with coverages and limits at least as broad as the following:

a. Commercial General Liability Insurance:

- i. \$2,000,000 per occurrence; \$2,000,000 aggregate
- ii. Coverage must match the scope of duty to indemnify, hold harmless, and defend in Section N.

b. Umbrella Policy:

- i. \$2,000,000
- ii. Coverage must match the scope of duty to indemnify, hold harmless, and defend in Section N.

c. Cyber Liability Insurance:

- i. \$1,000,000 per occurrence; \$2,000,000 aggregate
- ii. Covers: invasion and breach of privacy; invasion and breach of security; unauthorized release, access, destruction, corruption, alteration, and theft of electronic information; computer virus, malware, and ransomware; denial of service or other attack

Q. Industry Standards:

City Wise warrants and covenants that all services conducted under this Agreement will adhere to generally prevailing professional or industry standards.

R. Assignment:

The Parties shall not transfer or assign this Agreement, in whole or part, or any license hereunder, without obtaining prior written consent from the other Party.

S. General Marketing:

City acknowledges and agrees that City Wise may make reference to City as a customer in various

marketing materials, including but not limited to marketing presentations, press releases, product brochures, and financial or governmental reports.

T. Sole Agreement:

This document constitutes the entire understanding and Agreement between City Wise and City. It is specifically agreed that this Agreement supersedes and cancels all prior negotiations, arrangements, discussions, correspondence (whether or not responded to), representations, agreements, contracts, or understandings; any of the foregoing may have taken place or been in existence at any time between the parties, and may have been either written or oral.

U. Modifications:

Changes to this Agreement require mutual agreement, must be documented in writing, signed by both City Wise and City, and incorporated into this Agreement. Changes need no further consideration to be effective, though this Agreement does not prohibit further consideration from being employed.

V. Waiver:

The waiver of any default or breach by either Party will not be considered a waiver of any other default or breach.

W. Severability:

If any part of this Agreement—other than Sections N, O, or P—is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect.

X. Notices:

All notices and communications related to this Agreement must be in writing. Parties may change their address by notifying the other Party in accordance with this paragraph. Notice is considered given as follows:

1. Personally delivered to the recipient's address in the introductory paragraph (if to City, separate copies must be addressed to the City Attorney's Office and the City Administrator).
2. Three (3) days after deposit in the United States mail, postage prepaid, to the recipient's address in the introductory paragraph (if to City, separate copies must be addressed to the City Attorney's Office and the City Administrator). Such mailing must be by First Class Mail or Certified Mail.

Y. Governing Law/Jurisdiction:

This Agreement and all matters arising from it are governed by the laws of the State of Wisconsin. Any legal action or proceeding, initiated by either Party against the other, and that is related to this

Agreement shall be brought in state or federal courts in Brown County, Wisconsin, or the United States District Court for the Eastern District of Wisconsin. Both City Wise and City consent to the jurisdiction of these courts and agree that venue is appropriate in any legal action or proceeding related to this Agreement. For the avoidance of doubt, this paragraph does not waive or forfeit any other objections to the initiation of such legal action, such as the proper service of a summons.

Z. Construction:

1. This Agreement is the result of an arm's length negotiation, and in resolving any ambiguity in this Agreement, none of the Parties hereto will be deemed to be the draftsman hereof.
2. For the avoidance of doubt, the words "represent", "warrant", and "covenant", including any grammatical tense or form of the words, are intentionally chosen to invoke the obligations and remedies associated with them under the law.
3. Nothing contained in this Agreement is intended to be a waiver or estoppel by the City (including, but not limited to, the entity of the City, as well as any officer, official, employee, agent, and insurers) to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.48 and 345.05. To the extent that indemnification is available and enforceable by City Wise against the City, the City shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipalities established by Wisconsin law.

AA. Authority to Act:

1. Each of the undersigned hereby represents and warrants that: (a) they have all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the Parties, enforceable against each of them in accordance with the terms of the Agreement.
2. The Common Council for the City of Green Bay, by approving this Agreement, vests the Mayor, including any of the Mayor's designees, with the authority to act for the City during any terms of this Agreement. For the avoidance of doubt and by way of example only, such authority includes the decisions of whether to terminate this Agreement, approve assignments, initiate and prosecute any legal action or proceeding related to this Agreement, and otherwise carry out this Agreement. Notwithstanding the foregoing, the Council reserves the sole authority to settle any litigation or amend this Agreement, as well as concurrent authority with the Mayor to act for the City during any terms of this Agreement.

BB. Relationship of Parties:

There is no employment or agency relationship between the Parties; City Wise is an independent

contractor of the City.

CC. User Agreements:

1. *Intent:* City Wise intends to enter into separate user agreements (also called listing agreements) with third-parties to govern said third-parties' ability to list properties on a subdomain on the City's website. This Section CC is intended to govern the content of such user agreements and inform the scope of City Wise's authority to allow third-parties access to the City's website.
2. *Definitions:* As used in this Section CC, "City" has the meaning of Section N.1.b.
3. City Wise may enter into user agreements with third-parties that allows the third-party to list properties on a subdomain of the City's website (Greenbaywi.gov), except as that right is limited in this Section CC.
4. City Wise warrants and covenants not to enter into any user agreement with any third-party that allows the third-party to list properties on a subdomain of the City's website (greenbaywi.gov) unless said user agreement contains substantially the same provisions as Sections N, P, Y, and Z.3 in this Agreement, a statement such provisions are expressly made in favor of the City, and that the City is a third-party beneficiary of the user agreement. While the user agreement's versions of this Agreement's Sections N, P, Y, and Z.3 may be substantially the same, rather than identical, they must not afford the City less rights or protections than Sections N, P, Y, and Z.3 establish in this Agreement.
 - a. Without limiting the requirement that user agreements be substantially similar to the whole of Section N of this Agreement (for the avoidance of doubt and by way of example only, this includes the definitions contained therein), a provision of a user agreement is substantially similar to N.3 of this Agreement if it reads as follows: "[Third-party entering into user agreement] must indemnify, defend, and hold harmless the City against any liability, damage, loss, expense, demand, or judgment under any theory of liability resulting from, arising out of, or related to [third-party entering into user agreement's] use of the Technology, or otherwise resulting from, arising out of, or related to this [user agreement]."
5. The City may request, as a notice, access to any user agreement authorized herein, and will receive such from City Wise within fourteen (14) days of the notice.

DD. Third-Party Beneficiaries:

The Parties do not intend to create any third-party beneficiaries to this Agreement, and this Agreement creates none.

- EE.** City Wise will screen participants based on information provided by the City. Participants must comply with all applicable Green Bay ordinances. If a participant is the subject of an open Compliance Order, participant must demonstrate timely and good faith efforts to correct such noncompliance. Participants with unpaid fees due

to the City will be suspended from posting until paid. City reserves the right to determine compliance status based on enforcement records and the nature and status of any corrective actions underway.

IN TESTIMONY OF THIS AGREEMENT, the undersigned parties have signed and executed this document as of the date first mentioned above.

CITY OF GREEN BAY, WISCONSIN:

By: _____
Name: _____
Title: _____

CITY WISE SOFTWARE LLC:

By: _____
Name: _____
Title: _____

SCHEDULE 1

Services to Be Performed

City Wise commits to:

- **Hosting Housing Website:**
 - Host a housing website for City, on a subdomain of the City's main website, Greenbaywi.gov, including associated data, tables, and login pages as part of the proprietary licensed software owned.
- **Technology Integration:**
 - Collaborate with the City to embed the Technology in a subdomain of City's existing website, maintaining the City website's "look and feel" during user transitions to the Technology.
- **Searchable Database Development:**
 - Construct a searchable database within the application for listing properties available to the public. Customize search fields to align with City's neighborhoods and terminology.
- **Marketing of Housing Website:**
 - Promote the housing website to prospective property listers through targeted advertising, including local advertising, direct mail, phone calls, and face-to-face sales visits.
- **Listing Fees Collection:**
 - Collect Listing Fees, subject to City's approval (withholding approval not unreasonably).
- **User Agreement Development:**
 - Only using user agreements approved by the City, and to collaborate with City to develop such user agreement including, but not limited to:
 - a. Disclaiming City's responsibility for and highlighting the absence of any recommendation or guarantee regarding property listings or physical properties.
 - b. Requiring user compliance with all applicable laws, rules, and regulations.
- **Quarterly Reports:**
 - Prepare and deliver quarterly reports on site statistics to City, including, at a minimum, the number of subscribers and property listings.
- **Product Support:**
 - Provide product support to City and users through a customer service email account.
- **Customized Site Inclusions:**
 - Include in the customized site:
 - Property listing fields allowing up to three (3) photos or graphic images of listed properties, linked to maps, and property manager emails.
- **Technology Upgrades:**
 - Regularly install Technology upgrades to the Technology, notifying City of relevant upgrades via email.
- **Data Backups:**
 - Perform regular monthly backups of site data.

City Wise Helpful Links

<https://apartments.kenosha.org>

<https://apartments.county.milwaukee.gov>

<https://apartments.oakcreekwi.gov>



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

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # O.6

To hold an appeal of excess animal permit denial at 917 Velp Avenue until the September 22, 2025 Protection and Policy Meeting; the applicant will work with the Humane Officer and the Inspection Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 917 Velp Excess Dog Permit Denial
2. 917 VELP DOG APPEAL
3. 2025-07-21 -- 917 Velp Ltr in support
4. 2025-07-28--917 Velp Ltr in Support -2

RALPH & STACEY RUMFIZ

914 Velp Ave 25-227059

INITIALLY UNAWARE OF A MULTI PET POLICY ~~WHERE~~ AND THAT
PET LICENSING WAS NEEDED. WE ADOPTED ALL 3 DOGS
TOGETHER AS 2 WERE BONDED AND HOPED TO GET PUPPY
AS ANESA
ACCUMATED TO MY SON FOR HIS ANXIETY - WHICH SHE HAS.
I'VE NEVER BEEN TOLD BY MY NEIGHBORS THAT THE
BARKING WAS DISRUPTIVE. WE DID HAVE A ^{BITE} INCIDENT
WITH THE OLDER DOG BUT WE'RE WORKING WITH TRAINER
~~THOUGH~~ AFTER ALL THAT I'D LIKE TO APPEAL THE
DENIAL. THANK YOU,

FW: <BULK> [EXTERNAL] Re: 917 Velp Excess Dog Permit Neighbor Letter

From Mallory Meves <Mallory.Meves@greenbaywi.gov>

Date Mon 7/21/2025 7:41 AM

To ClerksFrontDesk <clerk@greenbaywi.gov>; Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>

Cc Lacey Cochart <Lacey.Cochart@greenbaywi.gov>

Late response received in support of 917 Velp excess dog permit. Just forwarding as an FYI

Officer Mallory Meves

Humane Officer

Patrol Officer

Green Bay Police Department

307 S. Adams Street

Green Bay, WI. 54301

(920)448-3200 Ext. #0113.



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From: Elliot <elliottcollier451@gmail.com>

Sent: Friday, July 18, 2025 6:41 PM

To: Mallory Meves <Mallory.Meves@greenbaywi.gov>

Subject: <BULK> [EXTERNAL] Re: 917 Velp Excess Dog Permit Neighbor Letter

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.

Officer Meves,

Thank you for allowing me to submit this statement. Your letter was read in haste, and it was not understood that positive replies were requested as well.

I live next door to the property in question. In the time that I have lived there I have had zero issues with these neighbors, including their dogs. While they do frequently bark, this has not been a nuisance to us. I have approached all three many times, and other than barking they have never appeared aggressive or threatening in any way. I have never witnessed any of them getting out of their yard, and have no issues with my young children playing nearby. I have also never needed to ask them to control or quiet their dogs while utilizing my own yard.

I have talked with Stacy and she tells me she is acquiring vibrating no-bark collars for the dogs, and fixing any inadequate fencing. She also stated that she has found someone to help with training the dogs to avoid any future issues. In my opinion they are responsible dog owners and are willing to make the changes needed to comply with the City and satisfy any neighbors who expressed concern. My wife and I are in favor of them being granted permission to keep a third dog, or at least granted an extension for these changes to be made and take effect before a final decision is made.

I have been with the Fire Department for 18 years, 15 of which as a paramedic, and have seen more than my fair share of aggressive and dangerous dogs (as well as their bites). I live and work in this district, and I take this issue very seriously. I do not know the circumstances of the previously reported bite, however if I had any concern for the safety of my family or my neighbors, as a public safety employee for this city, I assure you I would not be writing this letter.

Please feel free to reach out again if you have any questions.

Thank you all for your time.

Sincerely,

Elliot Collier
911 Velp Ave

PS: My mother-in-law who resides in 913 Velp will also be providing a written statement in favor of the permit being granted.

Fwd: 917 Velp Avenue

From Manager Ruesch Management <manager@rueschmanagement.com>

Date Mon 7/28/2025 3:59 PM

To Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>

Mrs. Rumptz requested that I send to you the email which I provided to Officer Meves.

If you need other info from me, let me know.

Thank you,

James Taylor
920-530-6952

----- Forwarded message -----

From: Manager Ruesch Management <manager@rueschmanagement.com>

Date: Tue, Jul 15, 2025 at 11:22 AM

Subject: Re: 917 Velp Avenue

To: Mallory Meves <Mallory.Meves@greenbaywi.gov>

Hello,

I actually rented the upper unit for six years. I was their upstairs neighbor during that time.

As a neighbor, I never had an issue with any of their pets. As a representative of Ruesch Management, we never issued their household any notices regarding excessive noise or broken lease agreement regarding pets.

It's my understanding that their current pets were not housed there while I was their upstairs neighbor. Their former pets (2 small dogs) have since died after I moved out of the upper unit.

On a personal note, the members of the Rumptz family have been very good to me and my son. They are reasonable and helpful people. I couldn't ask for better neighbors.

My recommendation is to offer them every possible amount of grace that you can provide considering the circumstances.

Let me know if I can help in any way.

James Taylor
920-530-6952

On Tue, Jul 15, 2025 at 10:50 AM Mallory Meves <Mallory.Meves@greenbaywi.gov> wrote:

Hi,

I'm just reaching out regarding a property at 917 Velp Avenue. I know this is owner occupied at this time. I was advised by a neighboring resident the property was previously owned or managed by Ruesch and there were concerns with dogs on site. I'm looking for some background as they filed and excess dog permit.

Thank you!

Officer Mallory Meves

Humane Officer

Patrol Officer

Green Bay Police Department

307 S. Adams Street

Green Bay, WI. 54301

(920)448-3200 Ext. #0113.



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

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # O.7

To deny a 2025-2026 Massage Establishment license for Tulip Spa at 989 W Mason.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 989 W Mason--Application
2. 989 Denial memo 07-22-2025
3. 989 W Mason

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

August 5, 2025

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

Operator Licenses be granted, pending approval by the Green Bay Police Department.

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Allen, Laura L	Ekberg, Chelsea D	Kaur, Paramjeet
Alves, Steven R	Englebert, Alyssa R	Kazaluckas, Bobbie J
Bader, Craig S	Flores, Julio	Keyser, Elizabeth E
Baity, Jermaine A	Foster, Christopher J	Kleczewski, Nathan A
Barlament, Diane E	Foytik, Bradley A	Klimek, Sandra L
Bartel, Kristin E	Fritz, Gabrielle E	Knopf, James H
Barton, Charleeann M	Froehlich, Leah M	Korbas, Jason M
Bartram, Dana J	Frosch, Sierra M	Kostreva, Toni S
Beechtree, Candice M	Fuerst, Shonna D	Kozbiel, Krystal L
Benz, Cade J	Gaston, Julie L	Krahn, Jeffrey W
Berndt, Elijah M	Gauthier, Morgan L	Kuss, Alexandra J
Boettcher, Daniel J.	Gerczak, Joseph J	Laedtke, Kevin R.
Borowitz, Amy S	Gersek, Corrine E	Lamkin, Joshua J
Borta, Katelyn N	Ghising, Indu	Leder, Paul M
Boyd, Samuel J	Godoy, Melina	LeMay, Taryn M
Buhr, Amy S	Gregoire, Eric W	Leonhard, Michael S
Champeau, Michael A	Gross, Adam J	Letter, Sally A
Christensen, Madeline R	Gumtow, Melissa L.	Liggins, Lisa A
Christnot, Richard A	Gutierrez, Daniel	Lomma, Mary Jo
Converse, Edward J	Harper, Ashley M	Loney, Nicholas J
Cordova, Crystal J	Harvey, Amanda L	Mabry, Robert J
Daane, Olivia J	Hawkins, Alyssa J	Martin, Jessica D
Dalton, Kayla M	Hernandez, Isabel	Mattila, Mason L
Danielski, Jordyn K	Herrera, Maria C	Maurer, Sandra K
Deacon, James A	Hobbs, Tailor R	McCormick, Chelsea L
DeBaker, Olivia Q	Hoffman, Amy K	McDonell, Hailie RM
Debban, Patti L	Hunter, Maria JM	McKellip, Crystal A
Denamur, Natalie R.	Jelinsky, Michaela R	Meeuwsen, Heather M
DeVos-Snover, Jesse M	Jones, Elijah R	Metz, Leah F
Dyal, Natalie L	Josephs, Hope R	Micoley, Jason E
Edges, Paula M	Kaquatosh, Savannah A	Moon, Cara J

Mornard, Jordan L
Muellner, Brock T
Munoz, Ana P
Ness, Dianne M
Newton, Leslie J
Nichols, Zoey A
Niemi, Isabel M
Olejniczak, Cory L
Olejniczak, Joshua S
Oli, Punham D
Olp, Tony M
Osterberg, Rylee M
Ostrenga, Alyssa M
Pamperin, Melissa N
Parma, Cynthia M
Paul, Frank A
Peguero, Ricardo D
Peterman, Deanne L
Peters, Jessica M
Pier, Cynthia A
Platten, Matthew R
Platten, Michael W S
Powers, Jennifer C
Puc Uc, Orlando
Reinke, Mike J
Reynolds, Meghan A
Ruiz, Aranda M
San Juan-Gomand, Noely P
Schauer, Alexzander J
Schauer, Benjamin J
Schauer, Nathaniel J
Schneider, Juliana M
Schoggins, Joshua S
Schroeder, Shelley L.
Schwedrsky, Donald R
Sidhu, Arshdeep
Sievwright, David W
Silapan, Louie R
Singh, Akashdeep

Singh, Davinder
Smith, Charlotte M
Smith, Justin M
Smits, Morgan A
Stache, Harold J
Stanek, Whitney J
Stichman, Mckenna R
Strope-Robinson, Sierra M
Terpstra, Donald E
Trochil, Corey T
Trudell, Angela M
Turner, Melisa R
Van Boxel, Laura J
Van, Paul D
VanDreel, Blake D
VanGruensven, Crystal L
VanGruensven, Tami L
Vera, Andrea M
Wagner, Stormey R
Watson, Jill A
Wenninger, Tiffani A
Woelfel, Meghan C
Wygle, Devon N
Xiong, Phong Yue
Zeddies, James M
Zimmerman, Aaron J



Report to the Green Bay Plan Commission

MEETING DATE

August 5, 2025

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # Q.I

To approve a request for a Conditional Use Permit for the purpose of creating single-family attached dwelling, townhouses within the (RI) Low-Density Residential Zoning District at 115 S Van Buren Street with conditions. (ZP 25-17 Plan Commission Meeting July 28, 2025).

BACKGROUND

Reason for Request: To permit the construction of 3 attached single-family townhouse units within an (RI) Low-Density Residential Zoning District.

Surrounding Zoning and Land Uses:

Subject: Low-Density Residential (RI) | Vacant Lot

North: Neighborhood Commercial (NC) | Arts Center, Single Family Home

South: Low-Density Residential (RI) | Northwest Journey Clinic

East: Neighborhood Commercial (NC) | Single Family Residential, Office

West: Low-Density Residential (RI), Office-Residential (OR) | Two and Three Family Homes

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject area as Medium Intensity Retail Office Housing (MIROH). The proposed use of the subject property is compatible with and is not contradictory to the applicable recommended policy and the future land use map.

Report: The subject property is located at 115 S Van Buren Street.

The proposal calls for a three-unit 2-story townhouse building on the 13,982 square foot parcel. The townhouses will contain three bedrooms, 2.5 bathrooms, and 2 stall attached rear-loaded garages. Auto access comes directly from the north-south alley in the rear of the property with three individual front "people" entries coming from Van Buren Street. The proposed building meets bulk requirements for site plan design within Chapter 44 of the Green Bay Municipal Code.

The neighborhood context is a mix of typically narrow lot single or two-family homes to the south, transitioning to more intense uses to the north and the East Walnut corridor. The zoning districts directly north permit townhomes as a permitted use.

The Zoning Ordinance Section 44-83(e) establishes seven standards for the Plan Commission to consider when reviewing a conditional use permit:

1. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
2. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
3. The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.

4. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
6. The conditional use shall have adequate parking facilities as specified in Article XVIII.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable city ordinances.

In the review of the requirements above in Section 44-83(e) and the standards found in Section 30-63, staff believes the applicant has demonstrated compliance. The proposed CUP does not conflict with the current and future land uses as reflected in the City's Comprehensive Plan.

In review of consideration number 3, the front of the building has individual entries to the proposed townhomes but lack fenestration elements which are present throughout the rest of the neighborhood. The majority of homes on the block have either a covered porch, an enclosed porch, or awnings over the front doors. These design features give an element of cover from snow and rain events and creates a welcoming entryway which is easily identifiable, accessible, and attractive from the street, enhancing the homes' appeal. Staff believes the overall concept of townhomes is a good fit with the neighborhood, but recommend a condition to be made that an awning or covered porch element be included to the three front doors. Additionally, the site plan does not outright call for a sidewalk connecting the front entryway to the public sidewalk along Van Buren, but staff recommends a condition requiring connectivity.

Alder Proffitt, Navarino Neighborhood Association and adjacent property owners within 200 feet of the site have been notified of the request. As of the drafting of this report, staff have received no objections and three calls requesting information regarding this request.

RECOMMENDATION

Approval of the request, subject to:

1. An awning or covered porch must be included with the design of the front entryways of the individual entrances.
2. An individual sidewalk must be included connecting the front entryway and the public sidewalk along S Van Buren Street.

FISCAL IMPACT

ATTACHMENTS

1. 25-17 Application
2. ZP 25-17 Property Map
3. 25-17 Plans Rotated



REQUEST FOR CITY ACTION PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 115 S. Van Buren Street

Parcel Number(s): 14-309

Petitioner(s): David Erickson Date: 06/16/2025

Email: david@nwggreenbay.org Phone Number: 92-448-3075

Address: 437 S. Jackson Street City: Green Bay State: WI Zip: 54301

Property Owner: City of Green Bay, Redevelopment Authority Phone Number: 920-448-3000

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, David Erickson, respectfully request that the City of Green Bay take the following action:

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

Owner Signature: _____ Date: _____

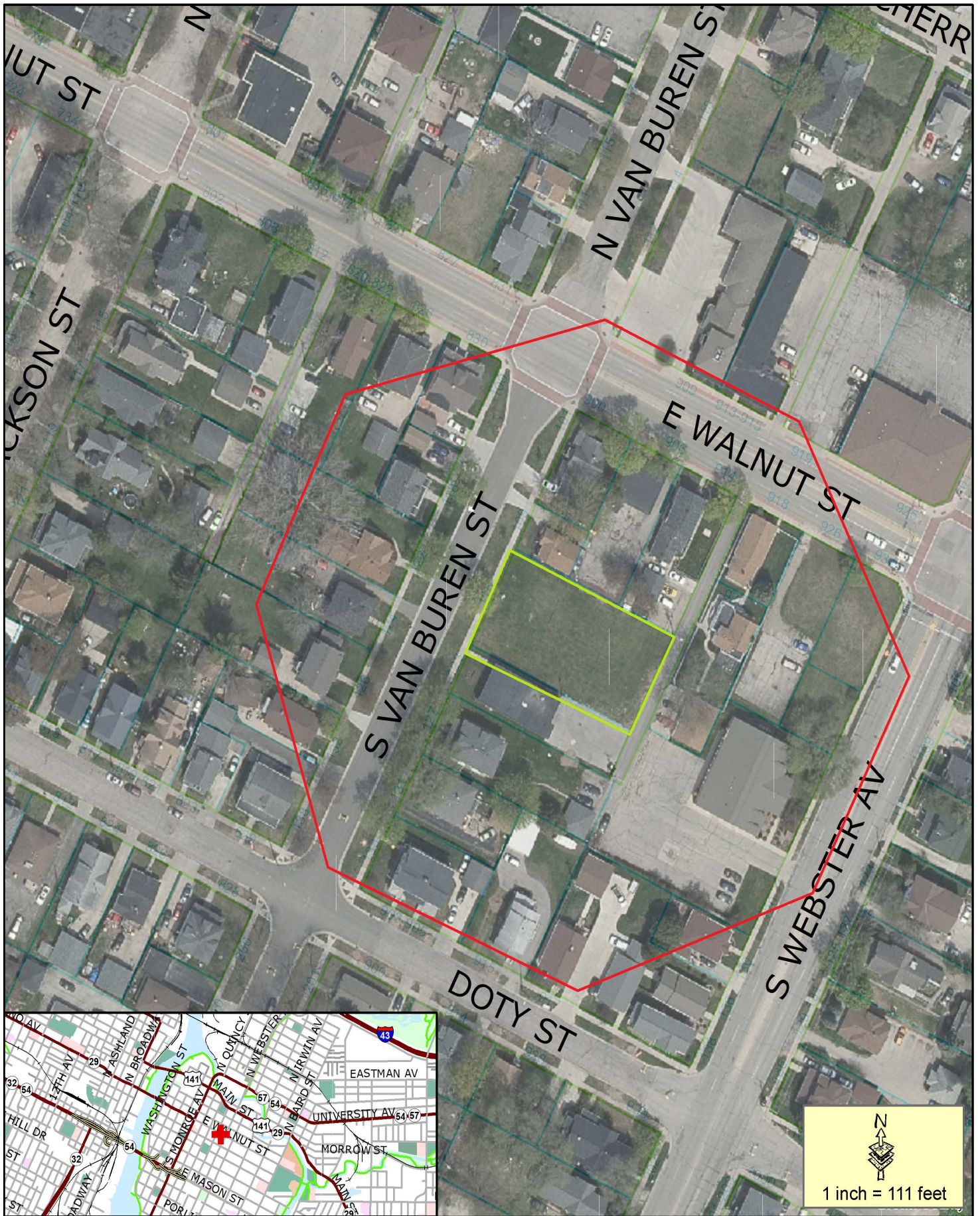
Petitioner Signature(s): David N. Erickson

Checklist of required attachments:

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

For office use only:

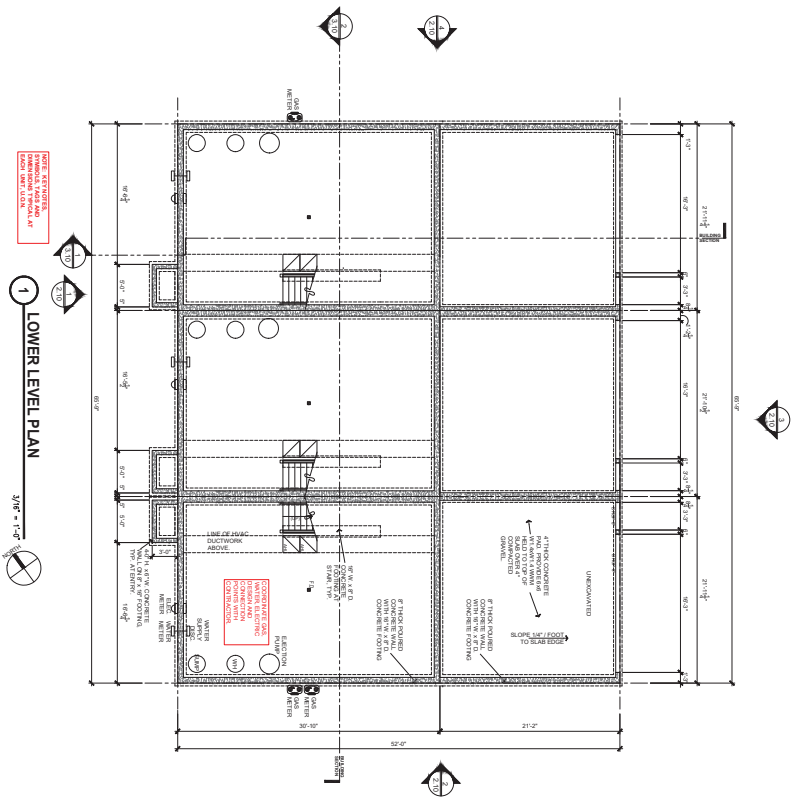
Review Fee: _____ Receipt No.: _____ Zoning Petition No.: _____



- Proposed CUP
- 200' Property Owner Notice

Zoning Petition (ZP 25-17)
Conditional Use Permit (CUP)
Request for Townhomes
115 S Van Buren Street

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



NOTE: ALL EXTERIOR WALLS AND FLOORS ARE CONCRETE.

1 LOWER LEVEL PLAN
3/16" = 1'-0"

SQUARE FOOTAGE CALCULATIONS	
UNIT 1201, A/C	888.0 SQ. FT.
UNIT 1202, A/C	1,031.1 SQ. FT.
TOTAL A/C	1,919.1 SQ. FT.
COMMON AREAS (HALLWAYS)	119.0 SQ. FT.
COMMON AREAS (KITCHENS)	119.0 SQ. FT.
COMMON AREAS (BATHS)	119.0 SQ. FT.
COMMON AREAS (LIVING)	119.0 SQ. FT.
COMMON AREAS (DINING)	119.0 SQ. FT.
COMMON AREAS (PORCHES)	119.0 SQ. FT.
COMMON AREAS (TOTAL)	1,197.0 SQ. FT.
TOTAL COMMON AREAS	1,197.0 SQ. FT.
TOTAL UNIT AREAS	3,116.1 SQ. FT.
TOTAL PROJECT AREAS	4,313.1 SQ. FT.



115 S. Van Buren TOWNHOMES
3bed /2.5 ba /2 car
3 Units v.7
Green Bay, WI 54301
Parcel 14-309

NOT FOR CONSTRUCTION

ISSUE DATE: 4/16/25
ISSUED FOR REVIEW
REVISION: 03

© 2025 NEIGHBORWORKS GREEN BAY



115 S. VAN BUREN

GREEN BAY, WI

LOWER LEVEL PLAN

PROJECT NUMBER: 115

DATE: 4/16/25

SCALE: AS NOTED

1.00

115 S. VAN BUREN

[illegible]



Report to the Green Bay Plan Commission

MEETING DATE

August 5, 2025

PREPARED BY

David Buck, Staff

AGENDA ITEM # Q.2

To approve a request to Amend Zoning Ordinance 03-24, a Planned Unit Development, to permit multiple-family residential development on the east side of Hinkle Street (extended) at 0 Ninth Street / Parcel 6H-1089 with conditions. (ZP 25-18 Plan Commission Meeting July 28, 2025).

BACKGROUND

Reason for Request: To amend Zoning Ordinance 28-24, changing permitted land-use on the east side of future Hinkle Street to allow the development of a 68-unit multiple-family apartment community.

Subject Parcel Zoning and Land Use: Subject property is zoned Planned Unit Development (PUD) and involves a variety of uses, including commercial, townhomes, single-family homes, and parklands.

Surrounding Zoning and Land Uses:

North: General Commercial (C1) | Restaurants & Services along W. Mason Street Frontage Road

South: Low-Density Residential (R1) & Public Institutional (PI) | Parkland & Undeveloped land

East: General Commercial (C1) | Business, Medical Office, & Undeveloped Land

West: General Commercial (C1), Highway Commercial (C2), Low-Density Residential (R1), Planned Unit Development (PUD) | Retail, Automotive, Single-, Two- and Multi-Family Dwellings

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Commercial and High Intensity Retail, Office or Housing. This Planned Unit Development (PUD) amendment is consistent with this designation.

Report: In 2024, the City approved the Southwest Woods Subdivision PUD (ZO 03-24) that included the extension of Hinkle Street from W. Mason Street to Hobart Drive. The PUD calls for commercial, residential (single-family and townhomes), and parkland uses. Later that year, ZO 03-24 was amended to change boundaries and provide exceptions to code related to commercial area driveway locations (ZO 28-24). The request before you would be the second amendment to the original PUD and is proposed to allow the development of an apartment community consisting of two 30-unit apartment buildings and one 8-unit apartment building, along with accessory parking and potentially a community room.

Zoning Ordinance 28-24 included an area identified as “Future Development Area”. This area is located on the east side of future Hinkle Street, immediately south of 2365 W Mason (Chili’s and retail strip mall parcel) and north of Beaver Dam Park. When the original Planned Development was brought forward, the development goals for this area was unknown. The following language was included to give guidance for future planning:

“Future development area of approximately 4.5 acres along the east side of Hinkle Street directly across from the single-family subdivision. It is currently unknown what type of development will be proposed for this area, so it shall be treated as a low-density detached single-family subdivision. However, it is expected that the PUD will need to be amended to facilitate future development.”

The applicant is currently seeking an amendment to facilitate development but has not completely finalized their plans. However, they have included a conceptual site plan and conceptual elevations on the 30-unit building(s), so the Planned Unit Development is written with standards that will effectuate a street-oriented multiple-family development scheme allowing up to 70 dwelling units but also includes the option for single-family attached townhomes as a permitted land use. Lot area, residential density, building height and impervious surface coverage will be required to meet the standards of the Municipal Code standard associated with the Varied Density Residential (R3) District.

Setbacks for the development are proposed to be reduced to accomplish the desired neighborhood character and provide flexibility in site design. The front yard setback is proposed to be reduced from the required 15 feet to 12 feet to allow a street-oriented presence for the development while still being outside a utility easement. Any surface parking facing the street shall include a low-level decorative street treatment such as a decorative wrought iron fence, masonry wall, hedge row, etc. that is similar and coordinated in style with the commercial development north along future Hinkle Street. Additionally, as the site is isolated with commercial rear yards to the north and a navigable waterway and only future park area to the south, rear yard setbacks are proposed to be reduced from 25 feet to 15 feet and the required 25-foot buffer side yard setbacks reduced to 10 feet. To remove the ability to place accessory structures like garages and refuse enclosures in prominent street-facing locations, the accessory structure's minimum front yard setback shall be 100 feet and regulated so they shall not be permitted between the street-fronting principal structures and the public right-of-way.

Since the building designs have not been finalized and the objective of the neighborhood plan is to have all development be present and interactive with the future Hinkle Street, a new section of the PUD has been created with multiple-family residential design standards. These include, among others:

- Any structures façade that fronts and/or visible from the right-of-way shall have a functional and operational front entrance which is covered
- Ground-level patios are not permitted on any façade facing the public right-of-way.
- Façades facing and visible from the public right-of-way shall have a minimum of 20% of their area dedicated to windows and doors.
- Façade lengths shall not be greater than 40 feet without articulation.
- Exterior building façades shall be a minimum of 70% brick, cementitious panels/siding, architectural metal, wood or wood composite and doors/windows.

Access to the development area is limited to one drive immediately across from the future Southwest Vie Court. This will essentially create a four-way intersection known to be much safer than an offset intersection. Public sidewalks shall be extended on Hinkle Street to access any residential building entrances located along Hinkle Street and interior sidewalk and pedestrian connections from the residential buildings to the public sidewalk on Hinkle Street shall be provided. Also, should a trail/path system be established in Beaver Dam Park, this development shall be required to connect to said trail/path.

Attached to the staff report is the draft PUD that contains specific details on uses, lot areas/widths, setbacks, building height, impervious surface coverage, stormwater management, signage, parking, lighting, landscaping, and access/circulation. The regulations are specifically drafted to afford the ability of a developer to be innovative in development planning while containing regulation to mitigate potential negative effects. Also included in the packet are the applicants' conceptual site plan and conceptual building elevation for the 30-unit building. It is important to note that these plans are for conceptual reference only and that the development needs only meet the regulations contained in the PUD and the Municipal Code.

Staff are self-assured that the regulations, as drafted, will maintain the intent of the overall vision for the Southwest Woods neighborhood, and we are confident the developer will hold the principles of the

neighborhood's objectives as it was their concept when originally developed and that they have a positive track record completing townhome or multiple-family residential in-fill projects with a mix of single-family, two-family, parkland and commercial uses.

Alderson Eck, the MacArthur Heights Neighborhood Association and property owners within 400 ft. have been notified of the meeting based on Plan Commission policy. The petitioner met with Alderson Eck multiple times and attended a MacArthur Heights Neighborhood Association meeting on July 23. Staff has not received any inquiries about the requested amendment at the time of the report drafting.

RECOMMENDATION

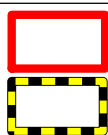
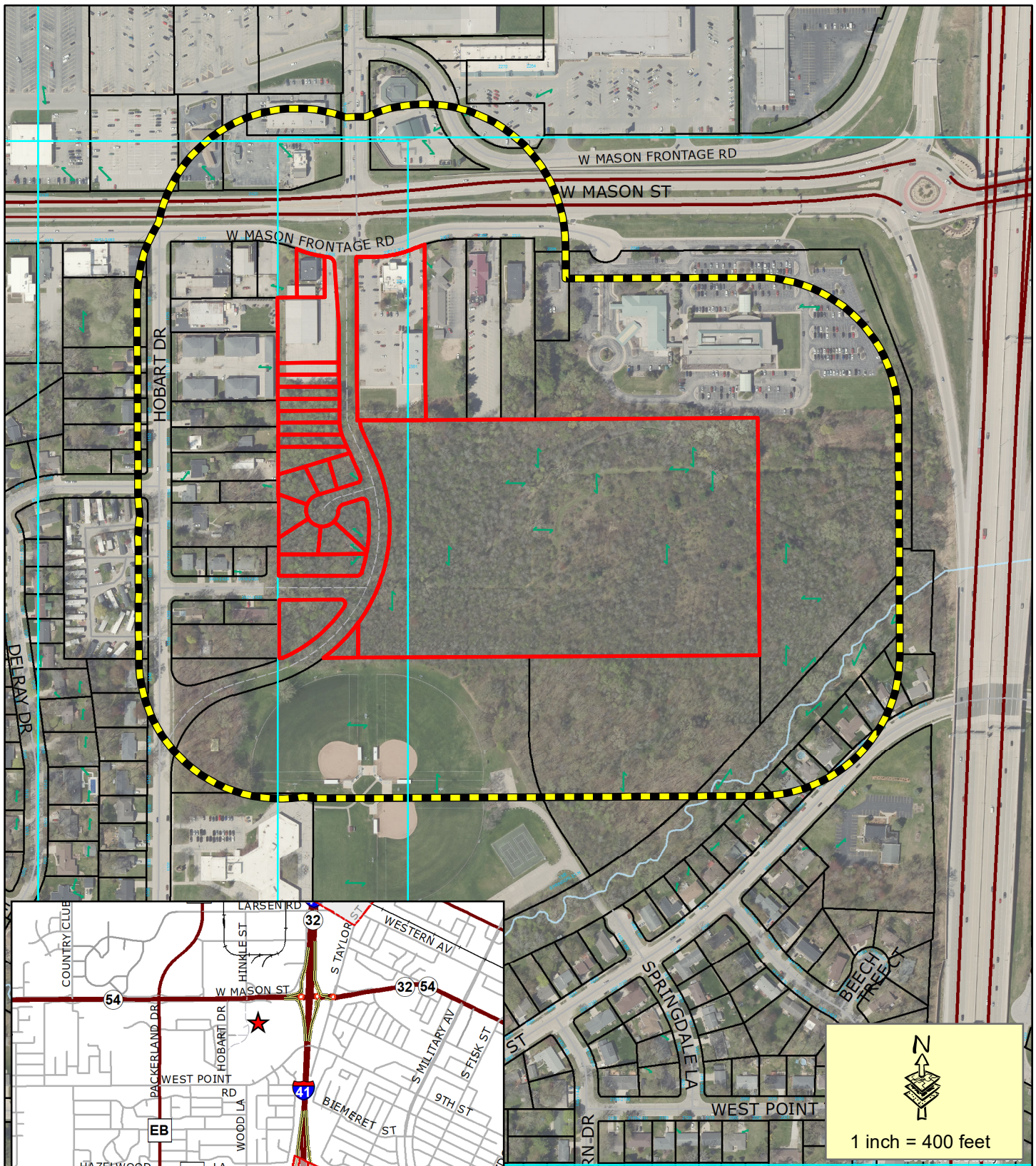
Approval of the request, subject to the following condition(s):

1. Adoption of the draft PUD.

FISCAL IMPACT

ATTACHMENTS

1. ZP 25-18 Location map
2. ZP 25-18 App for PUD Amend - 7.2.25
3. ZP 25-18 App Narrative
4. Draft ZO 15-25 SW Woods PUD Amend No.2_7.23.25



Subject Area

400' Property Owner Notice

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

**Zoning Petition (ZP 25-18)
Request to Amend Zoning
Ordinance 03-24 on the east side
of Hinkle Street (extended) at 0
Ninth Street / Parcel 6H-1089**





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: 0 Ninth Street

Parcel Number(s): 6H-1089

Petitioner(s): GB Real Estate Investments, LLC

Date: July 2, 2025

Email: gb@gb-re.com

Phone Number: (813) 500-0296

Address: 300 N. Van Buren Street

City: Green Bay

State: WI

Zip: 54301

Property Owner: GB HMC West Mason, LLC

Phone Number: (813) 500-0296

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

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

I, Garritt R. Bader, 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: July 2, 2025

Petitioner Signature(s): _____

Checklist of required attachments:

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

For office use only:

Review Fee: \$425.-

Receipt No.: 2767748-23

Zoning Petition No.: 25-18

July 2, 2025

This request is to amend the existing Zoning Ordinance No. 03-24 (ZP 23-38), the Planned Unit Development District for the *Southwest Woods* subdivision.

When the ZO was created in March 2024, not all elements of the various development areas of the subdivision were known at the time, specifically the area identified as the “Future Development Area.” Section 2(A)(5) of the ZO states,

“the Future Development Area...is currently unknown....so...it is expected that the PUD will need to be amended to facilitate the future development.”

Different development scenarios have been explored since the ZO was approved, and through this process it is now believed that the uses for the “Future Development Area” should be expanded to include residential development as allowed in the R-3 zoning category.

These specific provisions within Section 2 are being requested to be amended:

- Sub-section C.7: Add all uses within the R-3 zoning category as permissible uses.
- Sub-section D.1.e: Lot Width and Area to be regulated by the R-3 zoning category.
- Sub-section D.2.e: Setbacks to be regulated by the R-3 zoning category, except that Front yard setback shall be 12 feet as already identified in Section 2.D.2.c.
- Sub-sections D.3 (Height); D.4 (Impervious Surface); F (Signage); and H (Parking): Add definitions that permissible design shall be regulated by the R-3 zoning category.

Accompanying the above-requested amendments are these features that are intended to be part of the development’s design should they likewise be viewed favorably by city staff:

- Landscaping and streetscaping treatments that match the private and public design being developed for the entire Hinkle extension corridor between Mason Street & Hobart Drive, including fencing, stamped-colored concrete, and hedges/berms. Of specific intent is the use of these features to screen the parking lot view from Hinkle Street.

GB Real Estate Investments, LLC
Licensed Wisconsin Brokerage
Garritt R. Bader
300 N. Van Buren Street, Green Bay, WI 54301
Phone: (813) 500-0296 • E-Mail: gb@gb-re.com
www.gb-re.com

- Interior sidewalk and pedestrian connections from the residential buildings to the public intersection at Hobart Drive & Southwest Vie Court.
- Reserved areas for future sidewalk/path connections to potential future Beaver Dam Park walkways or trails to-and-from the development.
- Buildings designed to be more “urban-like” rather than “suburban-like.” This includes “front-facing” treatment to Hinkle Street and design of rear patio areas as front ones with front doors rather than rear/sliding patio doors for units fronting Hinkle Street.

Please see the hard copies provided of the draft building site plan and elevations for context to this narrative.

Sincerely,

Garritt R. Bader
Member, GB HMC West Mason, LLC

ZONING ORDINANCE NO. 15-25

**AN ORDINANCE AMENDING ZONING ORDINANCE 28-24
THE SOUTHWEST WOODS SUBDIVISION
PLANNED UNIT DEVELOPMENT DISTRICT
(ZP 25-18)**

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

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

2405 W. Mason Street, Parcel number 6H-4459: Part of Lot 1, Southwest Woods, located in Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, Brown County, Wisconsin more fully described as follows:

Beginning at the southwest corner of said Lot 1; thence N00°16'57"W, 190.26 feet on the west line of said Lot 1; thence N89°26'03"E, 137.58 feet; thence N00°16'57"W, 119.36 feet to the south right of way of West Mason Frontage Road; thence 10.84 feet on the arc of a 325.00 foot radius curve to the left, having a long chord which bears S83°16'41.5"E, 10.83 feet on said south right of way; thence 27.92 feet on the arc of a 20.00 foot radius curve to the right, having a long chord which bears S44°14'36.5"E, 25.71 feet on said south right of way to the west right of way of Hinkle Street; thence S04°15'13"E, 184.96 feet on said west right of way; thence S00°16'57"E, 105.95 feet on said west right of way to the southeast corner of said Lot 1; thence S89°43'03"W, 178.99 feet on the south line of said Lot 1 to the Point of Beginning.

Said parcel contains 37,522 Square Feet (0.861 Acres) of land more or less.

0 W. Mason Street, Parcel number 6H-1109-2: Outlot 1, Certified Survey Map No. 9023, Document No. 2851838; said map being part of Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, West side of Fox River, Brown County, Wisconsin. Area contains 104,429 square feet / 2.397 acres more or less.

0 Ninth Street, Parcel number 6H-1089: Part of Lots 7 and 8, Section 28, Township 24 North, Range 20 East, Except Streets and Part of Vacated Street described in Jacket 10917, Image 37 and Except 27539 Image 44, City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28'07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South

41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. Area contains 722,094 square feet / 16.577 acres more or less.

0 Ninth Street, Parcel number 6H-1091: That part of Lots 9 and 10, Section 28 Township 24 North, Range 20 East, Lying Northerly of Beaver Dam Creek Conservancy Area, EXCEPT Volume 781 of Records Page 471 and EXCEPT Jacket 27639 Image 44, City of Green Bay, West of Fox River, Brown County, Wisconsin.

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28'07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South 41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. area contains 307,315 square feet / 7.055 acres more or less.

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

- A. PURPOSE AND INTENT. The Planned Unit Development (PUD) is being utilized to permit the development of an innovative new low-density residential subdivision that includes a mix of small lot single-family home lots and a group of two-family townhomes housing types. The PUD also includes a significant expansion of Beaver Dam Park. This project will incorporate six primary elements:
1. Commercial redevelopment opportunity consisting of lot reconfiguration on the existing commercial property at 2405 W Mason St. helping to facilitate a shift from the existing light industrial uses to commercial use.
 2. Townhome development block consisting of four two-unit multi-story townhomes directly accessing Hinkle Street, as extended.
 3. A small lot single-family subdivision consisting of seven single-family parcels situated around a new cul-de-sac (Southwest Vie Ct) that connects to Hinkle Street, as extended.
 4. Park expansion of Beaver Dam Park through the dedication of approximately 20 acres of land area to the west of Hinkle Street, as

extended and north and east of the existing Beaver Dam Park.

5. Future development area of approximately 4.5 acres along the east side of Hinkle Street directly across from the single-family subdivision. ~~It is currently unknown what type of development will be proposed for this area so it shall be treated as a low-density detached single-family subdivision are however it is expected that the PUD will need to be amended to facilitate the future development.~~ Street oriented multiple-family residential development area permitting to a maximum of 70 units.

6. Single or two-family area with access off of Hinkle Street, as extended.

B. DEVELOPMENT AREAS. The approximately 27.5 acres of the project area can be broken into a public community asset site, commercial redevelopment site, three residential development areas, and future development area as illustrated in Exhibit B – Development Areas. Each development area will have distinct permitted uses and other land-use/dimensional regulations as outlined within this PUD.

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

1. Commercial Redevelopment Site. Permitted and conditional uses within the commercial redevelopment site as identified in Exhibit B – Development Areas are those identified within Green Bay Municipal Code, Chapter 44, Article VIII – Commercial Districts as a General Commercial (C-1) District.
2. Townhome development block. The following uses shall be permitted within the townhome development block as identified in Exhibit B – Development Areas:
 - a. Single-family attached dwellings, townhouses.
 - b. Two-Family dwellings, semi-detached.
 - c. Live-work units.
 - d. Short-term rentals.
 - e. Community living arrangements serving 4-8 persons.
 - f. Family daycare homes, serving 8 or fewer children.
3. Single-family subdivision. The following uses shall be permitted within single-family subdivision as identified in Exhibit B – Development Areas:
 - a. Single-family detached dwellings.
 - b. Live-work unit.
 - c. Short-term rentals.
 - d. Community living arrangements serving 4-8 persons.
 - e. Family daycare home, serving 8 or fewer children.

4. Beaver Dam Park Expansion. Permitted and conditional uses within the park expansion area are those identified within Green Bay Municipal Code, Chapter 44, Article X – Public Institutional District (PI) as identified in Exhibit B – Development Areas.
5. ~~Future Development Area~~ **Multiple-Family Residential Area**. The following uses shall be permitted within the **Multiple -family** area ~~set aside for future development~~ as identified in Exhibit B – Development Areas:
 - a. ~~Single-family detached dwellings~~ **Multiple-family residential apartment or condominium building(s)**.
 - b. ~~Live-work unit~~ **Single-family attached dwellings, townhouses**.
 - c. Short-term rentals.
 - d. Community living arrangements serving 4-8 persons.
 - e. ~~Family daycare home, serving 8 or fewer children.~~
6. Single or Two-Family Area. The following uses shall be permitted within single or two-family area as identified in Exhibit B-Development Areas:
 - a. Single-family detached dwellings.
 - b. Two-Family dwellings, duplex.
 - c. Two-Family dwellings, semi-detached.
 - d. Short-term rentals.
 - e. Community living arrangements serving 4-8 persons.
 - f. Family daycare homes, servicing 8 or fewer children.

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

1. Lot Width and Area. The minimum lot width and lot area shall be regulated by use.
 - a. Commercial uses: minimum lot width of 100 feet with minimum lot area of 10,000 square feet.
 - b. Single or two-family, attached dwellings/townhomes: minimum lot width of 35 feet per unit with minimum lot area of 6,000 square feet per unit.
 - i. Exception for proposed Lot 8, which is permitted to have a minimum frontage of 20 feet.
 - c. Single-family dwellings, detached: minimum lot width of 43 feet with minimum lot area of 5,700 square feet.
 - d. Two-family dwellings - duplex: minimum lot width of 45 feet with minimum lot area of 5,000 square feet.
 - e. Two-family dwellings - semi-detached: minimum lot width of 30 feet per unit with minimum lot area of 4,000 square feet per unit.
 - f. Park Expansion: minimum lot width of 80 feet with minimum lot area of 10,000 square feet.

- g. ~~Future development Area~~ **Multiple-Family Residential Area:**
Lot width and area shall be regulated as set forth ~~in this PUD as the detached single family dwelling use in Section 2.D.1.c, above~~
within Green Bay Municipal Code, Chapter 44, Article VI – Varied Density Residential District (R3).

2. Setbacks. Setbacks are established by Development Area and uses, as depicted in Exhibit B - Development Areas.

a. Commercial Redevelopment Site

- (1) Front yard setback (along W Mason St and Hinkle St extended):
There shall be no minimum setback required for yards fronting the public right-of-way however each frontage that does not provide a minimum of 10 feet of setback shall provide aesthetic treatment the entire length of the street frontage as regulated in subsection 2.I of this ordinance.
- (2) Rear yard setback (west property line): Minimum rear yard setback is fifteen (15) feet.
- (3) Side yard setback, (south property line): There shall be no minimum setback required for the south side yard however the entire length of the south property line will include a minimum of a 6-foot-tall solid fence or wall made of masonry, vinyl, painted wood or other material deemed appropriate by the Zoning Administrator.
- (4) Accessory structures: Accessory structures shall not be permitted between the principal structure's façade and any public right-of-way.

b. Townhome Development Block

- (1) Front yard setback: Minimum setback required for yards fronting the public right-of-way is 25 feet.
- (2) Rear yard setback: Minimum rear yard setback is 25 feet.
- (3) Side yard setback: Minimum side yard setback is 5 feet.
 - i. Side yard setbacks shall apply only to the ends of single-family attached dwellings.
 - ii. There shall be provided a "no-build" and "access easement" within the 5-foot setback to provide for the maintenance of the structures.
- (4) Accessory structures: Accessory structures shall not be permitted between the principal structures façade and the public right-of-way. Minimum rear and side yard setbacks is 2.5 feet.

c. Single-Family Subdivision

- (1) Front yard setback: Minimum setback required for yards fronting the public right-of-way is 12 feet.
- (2) Rear yard setback: Minimum rear yard setback is 10 feet. Additionally, lots with double frontage on Southwest Vie Ct and Hinkle Street shall provide buffer/screening element the entire

length of their lots individual Hinkle street frontage as regulated in subsection 2.I of this ordinance.

- (3) Side yard setback: Minimum side yard setback is 6 feet.
 - i. There shall be provided a “no-build” and “access easement” within the 5-foot setback to provide for the maintenance of the structures.
- (4) Setbacks for accessory structures: Accessory structures shall not be permitted between the principal structure’s façade and the public right-of-way. Minimum rear yard setback is 4 feet and minimum side yard setbacks is 2.5 feet.
- d. Beaver Dam Park Expansion. Setbacks within the park expansion area are those identified within Green Bay Municipal Code, Chapter 44, Article X – Public Institutional District (PI).
- e. ~~Future Development Area~~ **Multiple-Family Residential Area.**
~~Setbacks within the future development area are regulated as set forth in this PUD as the detached single-family dwelling use in Section 2.D.2.c, above.~~
 - (1) Front yard (west) setback: Minimum setback required for yards fronting the public right-of-way is 12 feet.**
 - (2) Rear yard (east) setback: Minimum rear yard setback is 15 feet.**
 - (3) Side yard (north and south) setback: Minimum side yard setbacks are 10 feet.**
 - (4) Accessory structures: Accessory structures minimum front yard setback shall be 100 feet and shall not be permitted between the street fronting principal structures and the public right-of-way. Minimum rear and side yard setbacks are 10 feet.**
- f. Single or Two-Family Area.
 - (1) Front yard setback: Minimum setback required for yards fronting the public right-of-way is 12 feet.
 - i. Bellwood Lane right-of-way shall be considered a side yard, not a front yard.
 - (2) Rear yard setback: Minimum rear yard setback is 10 feet.
 - (3) Side yard setback: Minimum side yard setback is 6 feet.
 - i. Setback from Bellwood Lane right-of-way is a minimum of 6 feet.
- 3. Height. Maximum building heights shall be regulated by use.
 - a. Structures associated with commercial uses: maximum height is 40 feet or 3 stories, whichever is less.
 - b. Single-family dwellings, two-family dwellings - duplexes, two-family dwellings, semi-detached: maximum height is 35 feet or 2.5 stories, whichever is less.
 - c. Single or two-family, attached dwellings/townhomes: maximum height is 40 feet or 3 stories, whichever is less.

- d. Structures associated with park uses: maximum height is 40 feet or 3 stories, whichever is less.
- e. Multiple-Family Structures: maximum height is 45 feet or 4 stories, whichever is less.
- 4. Multiple-Family Residential Design.
 - a. Street oriented multiple-family residential façade design. Any structures façade that fronts and/or visible from the right of way shall have a functional and operational front entrance.
 - b. Four-sided design. All sides of the building(s) shall include materials and design characteristics similar to and compatible with those on the front.
 - (1) Ground level patios are not permitted on any façade facing the public right-of-way.
 - (2) Upper floor decks and balconies shall be cantilevered (without visible supports), stacked (supported by vertical columns) or hung (supported by chains from above).
 - c. Façade Articulation and Fenestration. Principal buildings shall be designed to provide interest and variety. Flat, unadorned walls shall be avoided.
 - (1) Front Façade Fenestration. Building facades facing and visible from the public right-of-way shall have a minimum amount of windows and a functional doorway as regulated below:
 - i. Area of windows and doors shall comprise no less than 20% of the façade fronting the public right-of-way.
 - ii. Windows and doors shall include trim.
 - iii. All building entrances shall include a nonfabric canopy or other roofing element over the entryway in sufficient size to protect the person entering the structure from inclement weather.
 - (2) Façade lengths shall not be greater than 40 feet without articulation including but not limited to
 - i. Division of façade through the use of architectural elements such as entrances, arcades, windows, balconies, awnings, etc.
 - ii. Recesses or projections of the main façade plane.
 - iii. Vertical division using different materials and textures.
 - d. Exterior Materials. Building materials shall be durable and appropriate for the residential district as well as being regulated as follows:
 - (1) Exterior building facades fronting the right-of-way shall be a minimum of 70% of the following materials and all other facades shall be a minimum of 50% of the following materials:
 - i. Brick or brick veneer
 - ii. Cementitious panels/siding
 - iii. Architectural/decorative metal panels

- iv. Wood or wood composite
- v. Windows and doors
- vi. Other similar materials, as deemed appropriate by the zoning Administrator

e. Mechanical equipment and exterior building systems. Mechanical and exterior building systems should be integrated into the overall building design

(1) roof mounted equipment shall be screened and positioned in a way that it is not visible from the right-of-way

(2) wall mounted equipment shall not be permitted on the front or right-of-way side of a building.

- 4-5.** Impervious Surface. Maximum impervious surface coverage shall be regulated by use.
- a. Commercial redevelopment area: maximum impervious surface including all buildings, drives, walks, etc. is 80% of lot area.
 - b. Single-family dwellings, two-family dwellings - duplexes, two-family dwellings, semi-detached: maximum impervious surface including all buildings, drives, walks, etc. is 60% of lot area.
 - c. Single or two-family, attached dwellings/townhomes: maximum impervious surface including all buildings, drives, walks, etc. is 70% of lot area.
 - d. Park expansion area: maximum impervious surface including all buildings, drives, walks, etc. is 50% of lot area.
 - e. **Multiple-Family Residential Area: maximum impervious surface including all buildings, drives, walks, etc. is 70% of lot area.**

E. STORM WATER MANAGEMENT AND GRADING PLAN. A storm water management and grading plan meeting the standards established by the Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.

- 1. The storm water management and grading plan shall be comprehensive and take into account expected build-out of the entire PUD area as depicted on Exhibit A – Location Map.
 - a. With approval of the Department of Public Works, this requirement may be adjusted to address only storm water management needs of the specific Development Area for which development is proposed, as depicted on Exhibit B – Development Areas.
- 2. Stormwater management facilities should function not only as a utility but also as an integral site amenity.
 - a. Green infrastructure and sustainable stormwater management practices are encouraged to be utilized throughout the site.

- b. Traditional stormwater facilities shall be designed with landscaping providing human-scale interest and incorporating native plant species where possible.
- F. SIGNAGE. Signage throughout the PUD area shall be regulated as follows:
 - 1. Signage for Commercial Redevelopment site shall be regulated as the General Commercial (C1) District per the Green Bay Municipal Code, Chapter 30, Article II.
 - 2. Signage for single-family dwellings, detached and Single or two-family, attached dwellings/townhomes shall be regulated as the R-1 Low Density District per the Green Bay Municipal Code, Chapter 30, Article II.
 - 3. Signage for the park expansion area shall be regulated as the Public Institutional (PI) District per the Green Bay Municipal Code, Chapter 30, Article II
 - 4. **Signage for Multiple-Family Residential Area shall be regulated as for Residential Districts per the Green Bay Municipal Code, Chapter 30, Article II.**
- G. REFUSE AND MECHANICALS. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX, Division 3, Section 44-1917.
- H. ACCESS AND PARKING. Parking requirements shall be regulated by use:
 - 1. Commercial Redevelopment: regulated by specific use per the Green Bay Municipal Code, Chapter 44, Article XVIII.
 - b. One driveway approach measured along the property line shall be a minimum distance of 80 feet from the intersection of W. Mason Street Frontage Road and future Hinkle Street along the western right-of-way of future Hinkle Street.
 - c. Minimum distance between two-way driveway entrances off future Hinkle Street extension at 2405 W. Mason Street Frontage Road (Parcel 6H-4459) shall be no less than 180 feet from center to center.
 - 2. Single-family dwellings, detached and single or two-family, attached dwellings/townhomes: two (2) spaces per dwelling unit, of which one (1) space per unit must be an enclosed (garage) space.
 - 3. Park expansion area: To be determined by Zoning Administrator based on a parking study.
 - 4. **Multiple-Family Residential Area: regulated per the Green Bay Municipal Code, Chapter 44, Article XVIII.**
 - a. **One driveway approach directly across from Future Southwest Vie Court as depicted on Exhibit B.**
 - b. **Public sidewalk shall be extended on Hinkle Street to access any residential building entrances located along Hinkel Street.**

- c. Interior sidewalk and pedestrian connections from the residential buildings to the public sidewalk on Hinkle Street shall be provided.
 - d. Should a trail/path system be established in Beaver Dam Park, this development area shall connect to said trail/path.
- H. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article V, Division 8.
- I. LANDSCAPING. Landscaping throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX, Division 5 with the following additions:
 - 1. Detached single-family dwelling lots that are fronted on both Southwest Vie Ct and Hinkle St shall include buffer/screening in the form of a berm of no less than 3 feet high with vegetation that will grow to a minimum of 5 feet in height and be 90% impervious to site when matured. Said buffer/screening shall be maintained in perpetuity. Fences shall not be permitted adjacent the Hinkle Street right-of-way.
 - 2. In ~~lieu of setbacks and in~~ an effort to establish a street frontage separation and aesthetic pleasing commercial and multiple-family environment, the Commercial Redevelopment Site and Multiple-Family Residential Area frontages shall include a low-level decorative street treatment along ~~all~~ street frontages containing surface parking such as a decorative wrought iron fence, masonry wall, hedge row, etc. that are similar and coordinated in style and found to be acceptable to the Zoning Administrator.
- J. ACCESS AND CIRCULATION. Access and circulation for automobile and pedestrian traffic shall be established in substantial conformity with Exhibit C – Circulation Plan.
 - 1. Roadway area identified as “Southwest Vie Court” shall be dedicated to the public and shall include trail system or carriage walk (walk immediately adjacent the roadway surface) that provides access to each home site.
 - 2. Roadway areas identified as “Hinkle Street” shall be dedicated to the public as street right-of-way and shall include sidewalk connection on at least one side of the roadway and connect the West Mason Street Frontage Road to Hinkle Street.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and

assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

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

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

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

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

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

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

dm:

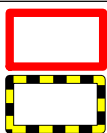
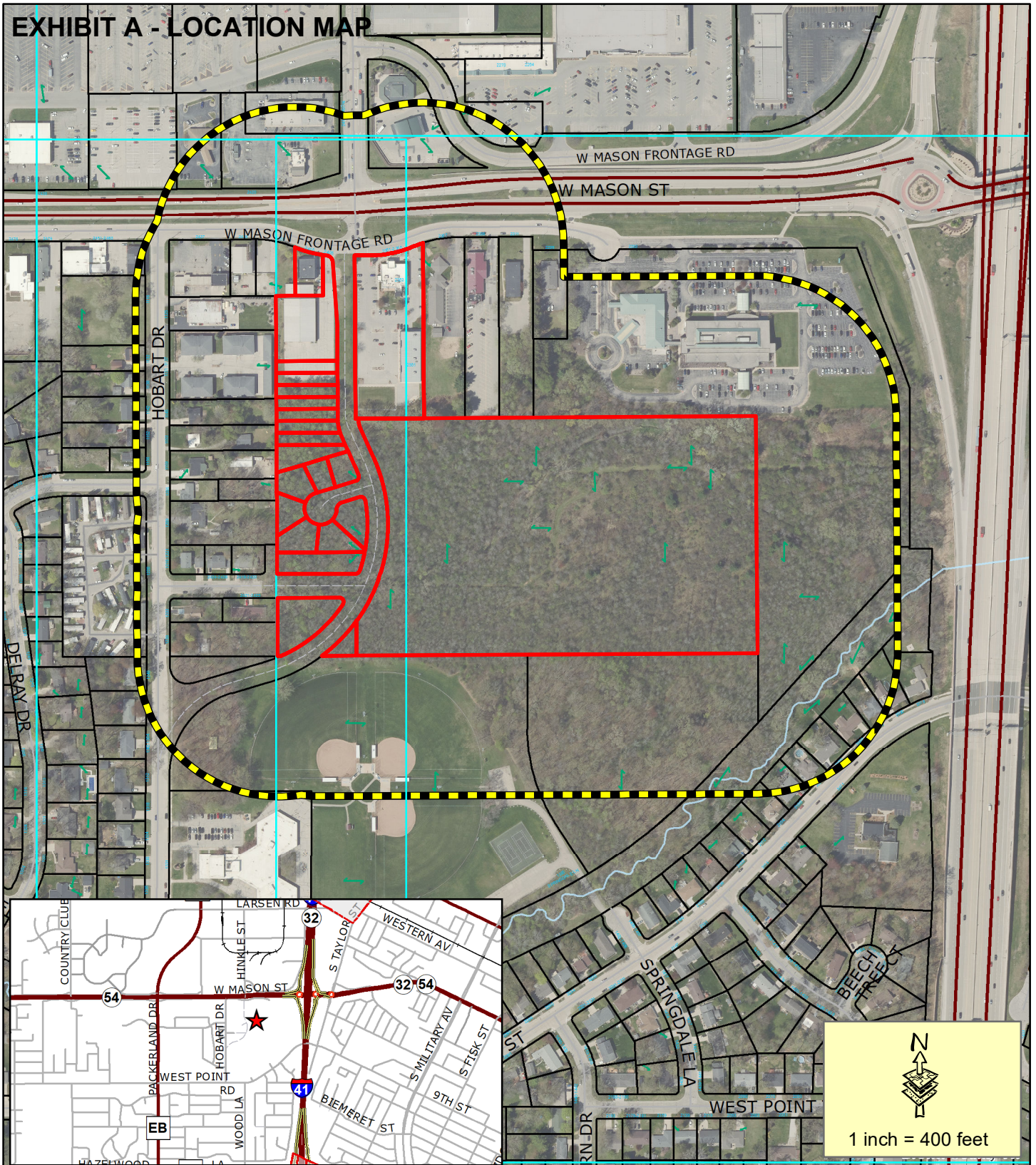
Attachments:

Exhibit A - Location Map

Exhibit B - Development Areas

Exhibit C – Circulation Plan

EXHIBIT A - LOCATION MAP



Subject Area

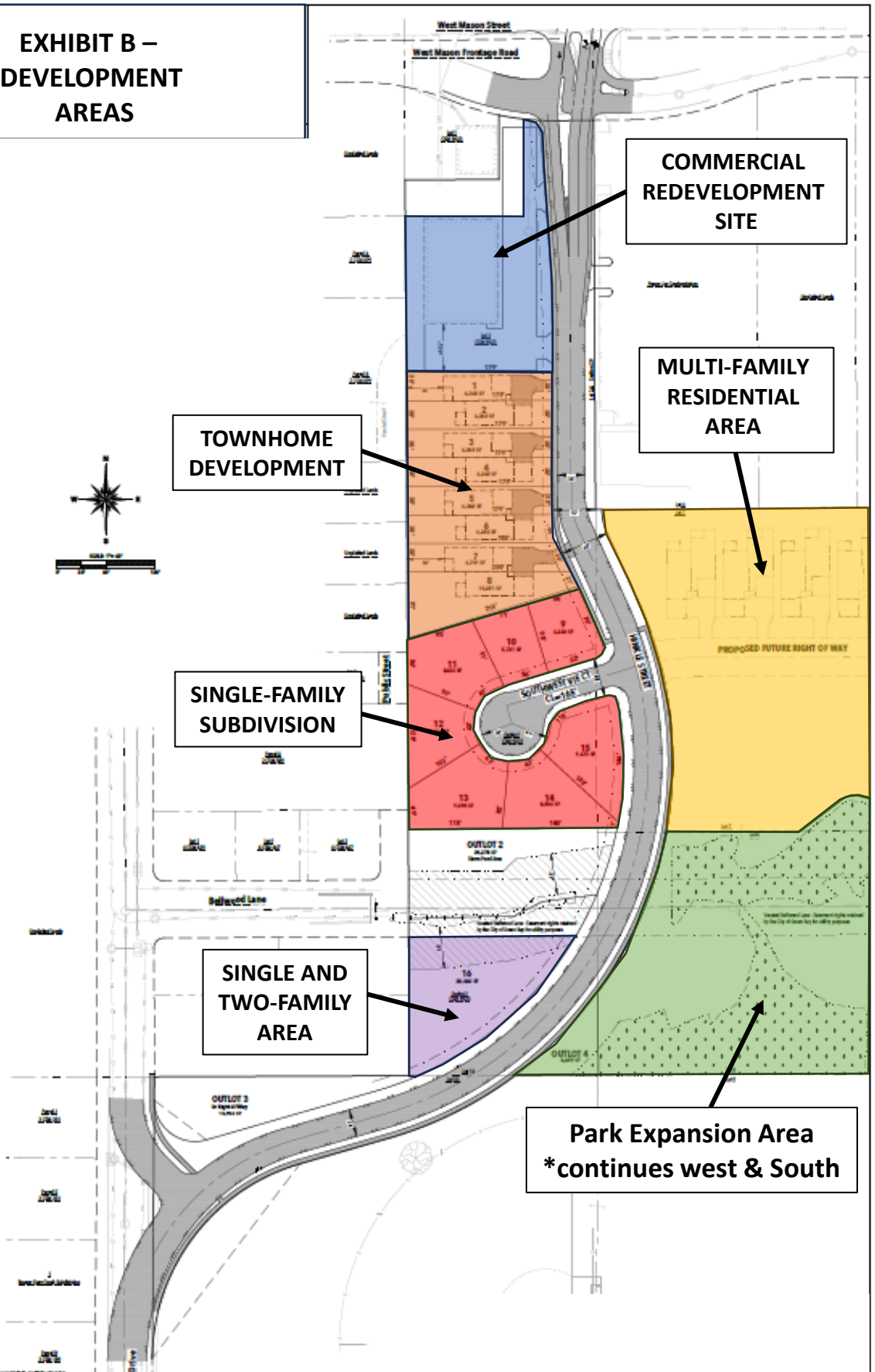
400' Property Owner Notice

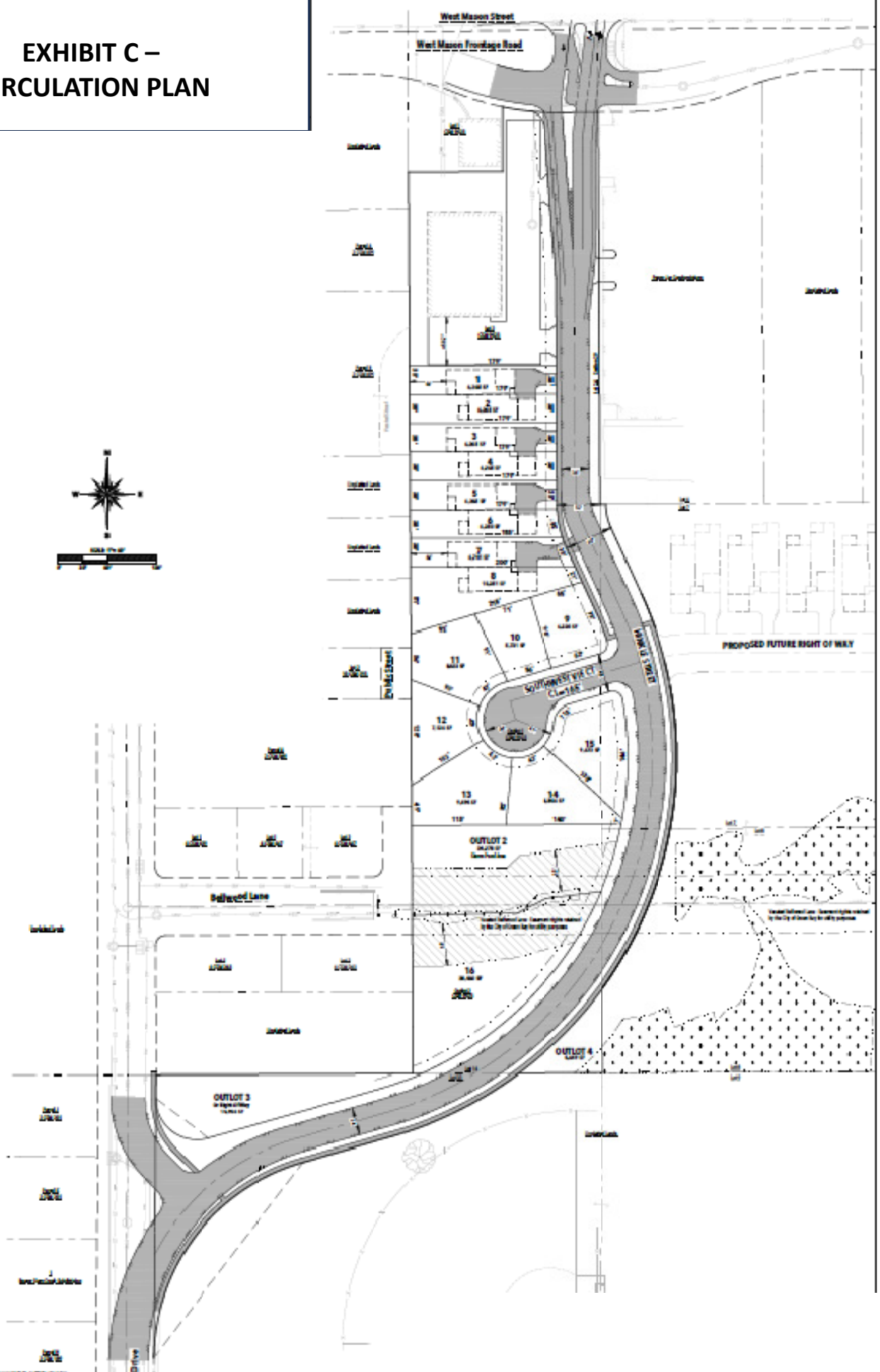
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DB.

**Zoning Petition (ZP 25-18)
Request to Amend Zoning
Ordinance 03-24 on the east side
of Hinkle Street (extended) at 0
Ninth Street / Parcel 6H-1089**



EXHIBIT B – DEVELOPMENT AREAS







Report to the Green Bay Plan Commission

MEETING DATE

August 5, 2025

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # Q.3

To approve a request for a Planned Unit Development to permit the development of a 146 single-family lot subdivision including a clubhouse and amenity area at 2892 Nicolet Drive, 2958 Nicolet Drive, and 0 Durham Rd (Parcel 22-144) with conditions. (ZP 25-19 Plan Commission Meeting July 28, 2025).

BACKGROUND

Reason for Request: To permit the development of a single-family residential community

Subject Parcel Zoning and Land Use: Subject property is zoned Low-Density Residential (RI) and is undeveloped green space.

Surrounding Zoning and Land Uses:

North: Planned Unit Development (PUD) & Low-Density Residential (RI) | Valentine Farm and Undeveloped Green Space/Farmland

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

West: Right-of-Way & Public Institutional (PI) | Nicolet Drive & Joliet Park

East: Low-Density Residential (RI) | Single-Family Homes

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Low Density Residential. This PUD is in keeping with this designation.

Report: This PUD proposal is for three properties located near the intersection of Nicolet Drive and Church Road. The parcels are 2958 Nicolet Drive (Parcel #22-134), 2892 Nicolet Drive (Parcel #22-135), and 0 Durham Road (Parcel #22-144). To note, a portion of 2958 Nicolet Drive located along Church Road will be removed from this parcel during land division and will be developed on its own and is not part of this PUD request. Total acreage is approximately 50 acres.

This development, known as Nicolet Heights, proposes 146 single-family, detached homes, one private clubhouse, a variety of green spaces, and trail access to Barina Trail, which connects Church Road to Durham Road and Red Smith School and Park. While most of the development falls within general guidelines of the Low-Density Residential (RI) zoning district, there are a few exceptions:

1. A minimum lot width of 50' is proposed, instead of the 75' requirement in the RI district. This will not impact the area of the lots, as the 7,500 square foot minimum is still required. Most proposed lots are around 60' in width, but a small amount have the reduced width due to street curvature.
2. A reduction in minimum side yard setback from 6' in RI to 5' in this PUD.
3. Allowance of double-fronting lots along Nicolet Drive. A 20' buffer area is required along Nicolet Drive, and no fences are permitted immediately adjacent to the right-of-way. The buffer area has landscape requirements, further detailed in the draft PUD (attached).
4. A minimum of five different home designs are required within the PUD area to assure architectural differences between the homes. Proposed examples are shown in Exhibit C.

Staff supports the reduction in lot width for a variety of reasons. This type of lot is not readily available on the northeast side of the City, so this will introduce a slightly different housing product than what is already available while still maintaining the predominant land use of single-family homes. Additionally, reduced lot widths allow for the cost of the street to be divided between more lots and helps create a sense of community. The side yard set back reduction is minimal compared to code and will still provide at least 10-feet between homes. The buffer area allows the creation of the double-fronting lots while still maintaining a neighborhood feel by restricting access onto Nicolet Drive and limiting visibility of rear yards along Nicolet Drive. It also helps to further establish which right-of-way is the front and which is the rear yard.

There are provisions specific to access, circulation, and parking that are unique to this development. The developer has proposed some right-of-way, traffic-calming improvements that coincide with the overall vision of reducing potential traffic speeds and connecting green spaces within this development. Two neighborhood traffic circles and two mid-block crossings are proposed and shown in Exhibit B. There are also various “pocket” green spaces throughout the development. The mid-block crossings will connect required sidewalks to trail access outlots, which will connect to the Barina Trail.

In addition to the on-road improvements, the PUD would also allow for three neighborhood identification signs to be placed within right-of-way. A monument-style neighborhood identification sign would be placed in the boulevard entry to the development, along with two pillar-style neighborhood identification signs along Baywater Avenue and Travertine Court. The applicant requested four pillar-style signs (two at each road location), but staff feels four may be too intense as they will be adjacent to existing homes. One at each location will serve the purpose of identifying the entrance of Nicolet Heights.

A neighborhood meeting was held, with approximately 50 people in attendance. There were no objections expressed at this meeting. Ald. Grant and property owners within 400-feet have been notified of the request. As of the drafting of this report, we have received one objection and one request for more information.

RECOMMENDATION

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

1. This PUD Ordinance shall not take effect until the Pre-Final Subdivision Plat (CP 25-05) for Nicolet Heights is approved by the City.

FISCAL IMPACT

ATTACHMENTS

1. DRAFT Z.O. 14-25, PUD, Nicolet Heights
2. ZP 25-19 Exhibit A, Location Map
3. ZP 25-19 Exhibit B, Layout and Plans
4. ZP 25-19 Exhibit C, House Options
5. ZP 25-19 PUD Application

ZONING ORDINANCE NO. 14-25

**AN ORDINANCE ZONING CERTAIN LAND LOCATED AT
2958 NICOLET DRIVE (PARCEL #22-134), 2892 NICOLET DRIVE
(PARCEL #22-135), AND 0 DURHAM ROAD (PARCEL #22-144)
AS A PLANNED UNIT DEVELOPMENT DISTRICT
(ZP 25-19)**

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

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

Land being Part of Government Lot 2 and Lot 3, and Part of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 24 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, containing 2,205,115 Square Feet (50.6225 Acres) of land described as follows:

Commencing at the East 1/4 Corner of Section 14, Township 24 North, Range 21 East; thence, N88°53'29"W, along the north line of Government Lot 2 of said section 14, 714.08 feet; thence, S01°06'31"W, along the extension of the east line of Lot 34 of R.J. Vander Kelen's Shorewood Heights First Addition and along said east line, 185.00 feet to the Southeast Corner of said Lot 34, also being the Point Of Beginning of the Parcel being Described; thence, S01°06'31"W, 343.18 feet; thence, S13°09'17"E, 299.78 feet; thence, S31°02'19"W, 972.53 feet; thence, S58°57'41"E, 225.00 feet to the Northwest corner of Lot 92 of R.J. Vander Kelen's Shorewood Heights Fifth Addition; thence, S31°02'19"W, along the west line of Lots 92-97 of said Fifth Addition, 512.60 feet to the Northeast Corner of Lot 28 of Classic View Estates; thence, N88°53'09"W, along the north line of said Classic View Estates, 842.08 feet to the Southeast Corner of Lot 15 of R.J. Vander Kelen's Shorewood Heights; thence, N24°37'46"E, along the east line of Lot 15-21 of said R.J. Vander Kelen's Shorewood Heights, 770.26 feet to the Northeast Corner of Lot 21 of said R.J. Vander Kelen's Shorewood Heights; thence, N58°58'07"W, along the north line of Lots 21-23 of said R.J. Vander Kelen's Shorewood Heights, 463.70 feet to the east line of Lot 25 of said R.J. Vander Kelen's Shorewood Heights; thence, N27°46'17"E, along said east line of said Lot 25, 56.26 feet to the Northeast Corner of said Lot 25; thence, N61°07'38"W, along the north line of said Lot 25, 203.50 feet to the east Right-of-Way Line of CTH "A" and to a point of curvature; thence along said Right-of-Way Line and the arc of a curve turning to the right with an arc length of 309.00 feet, with a radius of 3787.58 feet, with a central angle of 04°40'27", which has a chord that bears N31°01'20"E, 308.91 feet; thence, N33°21'34"E, along said Right-of-Way Line, 880.92 feet to an intersecting point of said Right-of-Way Line and the extension of the Southwesterly Line of Lot 26 of R.J. Vander Kelen's Shorewood Heights First Addition; thence, S56°40'59"E, along said extension line and along the said line of said Lot 26, 200.05 feet to the south most corner of said Lot 26; thence, N37°10'46"E, along the

Southeasterly Line of said Lot 26, 54.65 feet to the Southwest Corner of Lot 27 of R.J. Vander Kelen's Shorewood Heights First Addition; thence, S88°53'29"E, along the south line of Lots 27-34 of said R.J. Vander Kelen's Shorewood Heights First Addition, 737.97 feet to the Point Of Beginning of the Parcel being Described. Described parcel is subject to easements and restriction of record.

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

- A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to allow for innovative development practices, allowing for more green space within this development and better access to a future public trail. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.
- B. Development Site. The area included within this PUD consists of all land described above, Parcels 22-144, 22-135, and a portion of 22-134. This PUD shall not be executed until the Pre-Final of the Nicolet Heights Plat (CP 25-05) is approved. A PUD amendment shall be required for any future changes that do not comply with this PUD.
- C. Land Use Regulations. The principal and accessory land uses which may be established shall be compliant with uses listed below. A PUD amendment is required for any additional uses.
 - 1. 146 Single-family dwelling, detached
 - 2. One (1) clubhouse shall be allowed within this development, located generally at the intersection of Eagle Boulevard and Overlook Circle.
 - a. Amenities typically associated with a clubhouse shall be allowed, including but not limited to fitness center, pools, etc.
 - 3. Accessory land uses shall be regulated under the Low-Density Residential (R1) Zoning district.
 - 4. Green space as shown in Exhibit B.
- D. Prohibited Uses. Any land use not listed in Section C is considered a prohibited use within this PUD.
- E. Dimensional and Area Requirements. Dimensional and area requirements for principal structure on the subject property shall generally comply with Exhibit B and shall be regulated under the Low-Density Residential (R1) zoning district with the following exceptions:
 - 1. Minimum Lot Width: 50'
 - 2. Side Yard Setback: 5', including accessory structures
 - 3. Double-Fronting lots are allowed along Nicolet Drive
 - a. 20' Buffer Area is required for double-fronting lots
 - b. Buffer Area shall be located along Nicolet Drive

- c. Buffer Area shall include buffer/screening in the form of a berm of no less than three (3) feet high with vegetation that will grow to a minimum of five (5) feet in height and be 90% impervious to site when matured. Said buffer/screening shall be installed and maintained in perpetuity by the property owner.
 - d. Fences shall not be permitted along the Nicolet Drive right-of-way.
- F. Architectural Design Standards. All building elevations shall substantially comply or be similar to those depicted in Exhibit C as well as any standards associated with the base zoning as determined in Section M of this ordinance.
 - 1. A minimum of five (5) different housing models shall be used within this development. Conceptual front elevations are depicted in Exhibit C.
- H. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and the following standards:
 - 1. Parking shall be allowed between the street and the building for the clubhouse.
 - 2. Neighborhood traffic circles may be installed at both intersections of Baywater Avenue with Overlook Circle, as detailed in Exhibit B.
 - 3. Midblock crossings shall be installed along Baywater Avenue and Overlook Circle at their intersections with the trail access outlots, as detailed in Exhibit B.
 - 4. Trail access outlots shall be divided into two sections: Section 1 shall be 30' in width with a five (5) foot path and will be dedicated to the public. Section 2 shall have a 15' buffer on both sides of Section 1 and be maintained by the Home Owners Association. A total of 60' shall be part of the trail access outlot areas and shall generally conform with Exhibit B.
- I. Signage. All signs on the subject property shall conform to the standards as set forth within Chapter 30 of the Green Bay Municipal Code for the Low-Density Residential (R1) zoning district with the following exceptions:
 - 1. Three (3) neighborhood identity signs are allowed within the right-of-way in the PUD area.
 - a. One (1) shall be located on Eagle Boulevard. This sign shall be 5' tall by 11' wide with a sign area of 6.5 square feet. It must not be in the vision triangle or otherwise impede vision of motorists.
 - b. One (1) shall be located on Baywater Avenue. This sign shall be 5' tall by 3'1" wide with sign area of 2 square feet. It must not be in the vision triangle or otherwise impede vision of motorists.

- c. One (1) shall be located on Travertine Court. This sign shall be 5' tall by 3'1" wide with sign area of 2 square feet. It must not be in the vision triangle or otherwise impede vision of motorists.
2. These signs shall generally conform with Exhibit B.
- J. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.
- K. Refuse and Mechanical Equipment. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- L. Landscaping and Transitional Yards. Landscaping within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code, and the following standards:
 1. Pocket green spaces shall be included throughout the PUD area, as shown in Exhibit B. Anything located within these areas must comply with vision triangle clearance standards.
 2. Double-Fronting lot requirements as detailed in Section 2.E(3) of this code shall apply.
- M. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD. If not covered as part of this PUD, the base zoning shall be considered Low-Density Residential (R1) Zoning District.

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

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

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

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

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

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

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

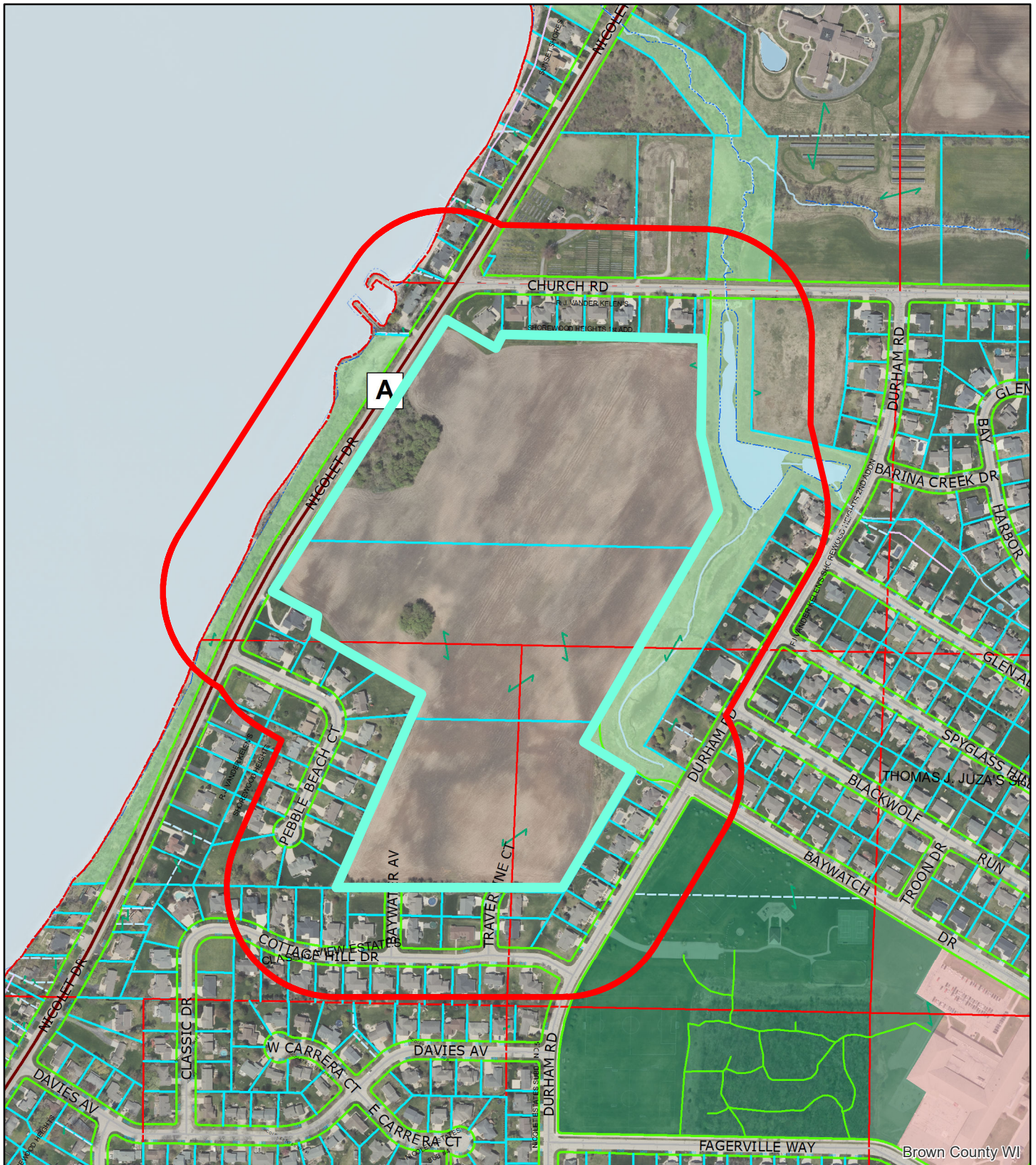
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Attachments:

Exhibit A – Location Map

Exhibit B – Layout and Plans

Exhibit C – House Options



(ZP 25-19) Planned Unit Development for Single-Family Development

0 140 280 560 Feet N

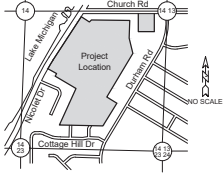
- 2958 & 2892 Nicolet Drive
0 Durham Road
- 400' Notification Area



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 14 Jul 2025 X:\Planning\Basemaps\template_8.5x11.mxd

LOCATION MAP

SE 1/4 SEC 14, T 24 N, R 21 E,
CITY OF GREEN BAY
BROWN COUNTY, WI



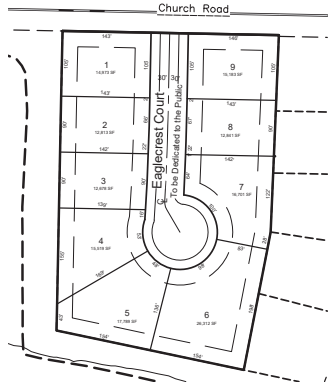
Disclaimer:
1. This instrument is intended for conceptual review purposes ONLY. If this map is used for any other purpose other than its such intent without full approval of the City of Green Bay and/or Brown County, Davel Engineering & Environmental, Inc. shall not be held responsible. Users of this map assumes all risks associated with such use and release Davel Engineering & Environmental, Inc. from any and all liabilities and damages resulting from said use, if any.

SUPPLEMENTARY DATA
Total Area = 2,205,083 SF 50.6217 acres
R/W Area = 389,230 SF 8.9355 acres
Net Area = 1,815,853 SF 41.6862 acres
Number of Lots = 148 and 5 Outlots
Average lot size = 11,169 SF
Typical lot dimension = 60' x 140'
Lineal feet of street = 6,579 LF
Existing zoning = R1
Proposed zoning = HDA
Approving Authorities
City of Green Bay
Objecting Authorities
Department of Administration

NOTES
• Utility and Drainage Easements will be shown on Final Plat

SUPPLEMENTARY DATA
Total Area = 172,314 SF 3.9558 acres
R/W Area = 27,509 SF 0.6314 acres
Net Area = 144,805 SF 3.3243 acres
Number of Lots = 9
Average lot size = 16,090 SF
Typical lot dimension = 90' x 143'
Lineal feet of street = 327 LF
Existing zoning = R1
Proposed zoning = R1
Approving Authorities
City of Green Bay
Objecting Authorities
Department of Administration

NOTES
• Utility and Drainage Easements will be shown on Final Plat



Apr 11, 2025 - 01:05 PM J:\Projects\6745\Concept5.dwg\DWG\3D\Concept5.dwg Printed by: john

Nicolet Heights
City of Green Bay, Brown County, WI
For: Apple Tree, LLC

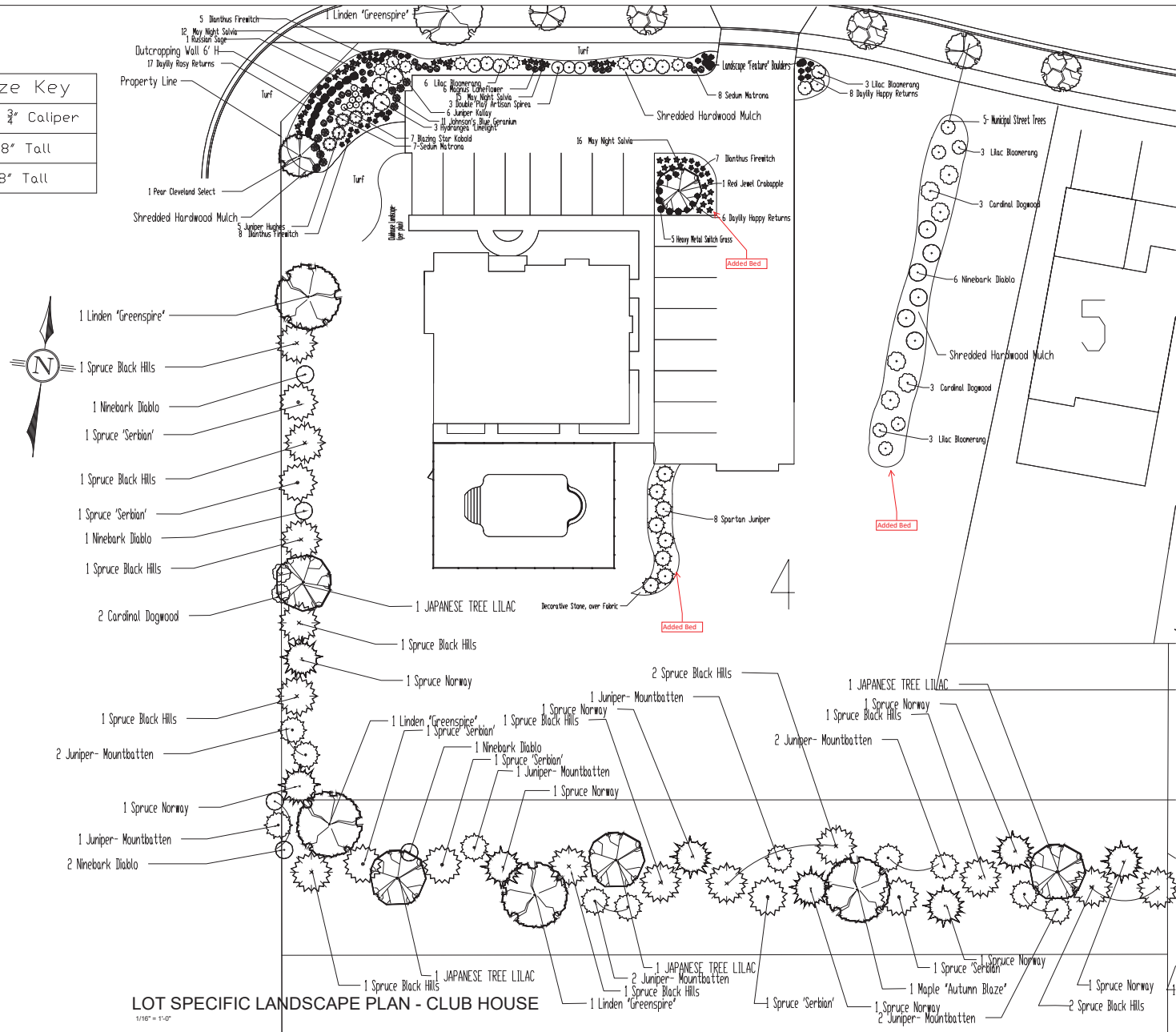
CONCEPT



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-441-0804
www.davel.pro

Drawn by: john
Checked by: john
Date: 04/11/2025
File: Concept5.dwg
Title: Nicolet Heights
Project: Nicolet Heights
Sheet: 1 of 1

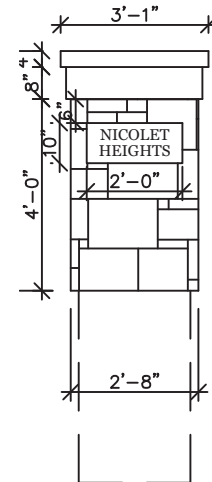
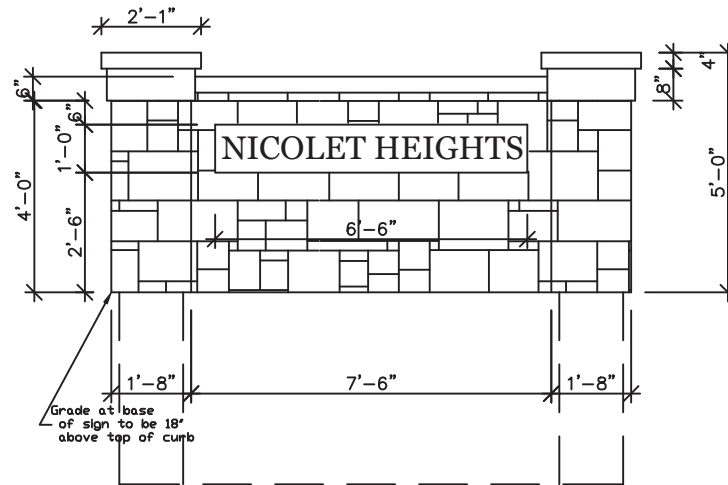
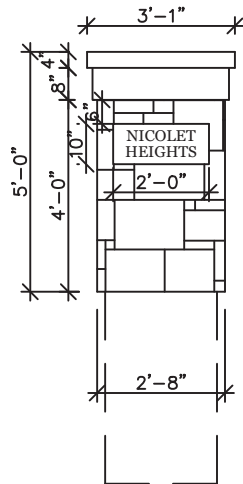
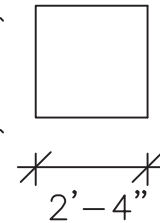
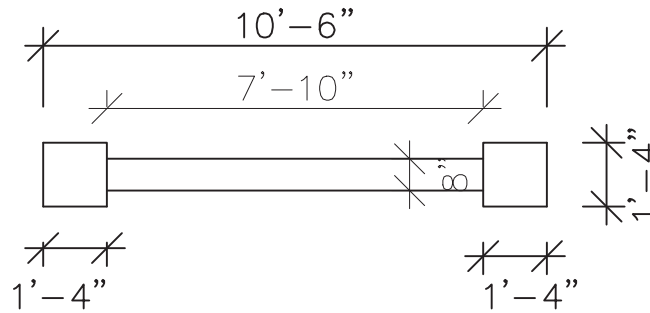
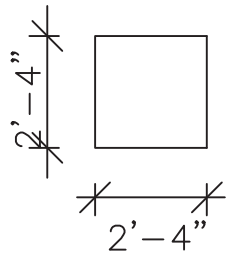
Deciduous Trees	1 3/4" Caliper
Coniferous Trees	48" Tall
Shurbs	18" Tall



11.

Nicolet Heights Entrance Signs Detail

SCALE: 1/4"=1'-0"



Our Current Homes



CAMDEN | 1,691 SF
2-3 Bedroom* | 2-3 Bath* | Sunroom
2+ Car Garage



**DAYTON | 1,846 SF &
DAYTON PLUS | 2,011 SF**
2-3 Bedroom* | 2-3 Bath* | Sunroom
2+ Car Garage



SEDONA | 2,148 SF
2-3 Bedroom* | 2-3 Bath*
Sitting Area/Breakfast Area | 2+ Car Garage
Optional Sunroom



TUSTIN | 2,427 SF
2-4 Bedroom* | 2-3 Bath* | Sitting Room
Study/3rd Bedroom | 2+ Car Garage
Optional Sunroom



WESTON | 2,648 SF
2-4 Bedroom* | 2-3 Bath* | Sunroom
Study | Office/Library | 2+ Car Garage

*An additional bedroom is an option on the first floor of some plans and an additional bedroom and bathroom are also available in optional finished space in the lower level of basement homes. Images and landscaping shown are for illustration purposes only and actual construction plans will vary. All dimensions and SQ FT listed are approximate.

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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: 2958 NICOLET DR, 2892 NICOLET DR, 0 DURHAM RD

Parcel Number(s): 22-144, 22-135, 22-134

Petitioner(s): Jason Mroz

Date: 7/2/2025

Email: jason@appletree-homes.com

Phone Number: 920-858-3029

Address: _____ City: _____ State: _____ Zip: _____

Property Owner: Terra Nullius, LLC / Robert Vanderkelen Phone Number: 920-737-0415

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, Jason Mroz, respectfully request that the City of Green Bay take the following action:

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

Owner Signature: Signature to Follow

Date: 7/2/2025

Petitioner Signature(s): [Signature]

Checklist of required attachments:

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

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____

PETITIONER'S SUBMITTAL CHECKLIST

Project Title: **Nicolet Heights**

ZIP# 54311

Submittal Guidelines:

This is a general checklist. Other items pertaining to your case may be necessary. Staff will go over the list with you at initial meeting and determine needed items, The Plan Commission or Common Council may request additional information.

- All plans and drawings should be scaled at a standard measure.
- Each drawing, shall include the following basic information:
 - a. Project name
 - b. Drawing Title and Sheet Number if applicable
 - c. Scale, both in numerals and graphic
 - d. North arrow
 - e. Date and latest revision date, if any
 - f. Name of person(s) preparing the drawing, professional registration or affiliation, address and phone number
 - g. Name, address, and phone number of the property owner and/or applicant

required submitted

X **1. APPLICATION WITH LEGAL DESCRIPTION & PROOF OF OWNERSHIP**
Signature from property owner on Request for Action Form (to follow next week) deemed sufficient per David Buck
See 1. Below for Legal Description

X **2. APPLICATION FEE**
 Conditional Use Permit/Amendment: \$375.00 Review Fee, including single lot duplexes
 Zoning Map or Text Amendment: \$375.00 Review Fee
 Planned Unit Developments: \$425.00 Review Fee

X **3. PROJECT SUMMARY**
The Developer plans to construct a residential community consisting of 146 single-family homes in two approximately equal sized phases (phasing plan to follow), all governed by a Homeowners Association (HOA). The neighborhood will feature a private clubhouse for residents, including a fitness center and a heated outdoor pool. The HOA will also manage lawn care and snow removal services.
Home designs will be very similar to those at Willow Glen in Bellevue and Apple Ridge in Appleton, with updated siding colors and stonework to enhance curb appeal.
Site design includes a large, centrally located pond, which will serve enhance aesthetics of the community and be a component of the stormwater management plan. A steeply sloped rock wall will be constructed behind the pond to facilitate the rise in elevation from the west to center area of the site. Multiple landscaped areas and traffic calming features have been incorporated to further enhance the site.
Nicolet Heights will include on-site sales and administrative offices from inception through fully developed condition and final home closing. A construction trailer will be situated within designated community green spaces or on unsold lots to support ongoing construction operations.

 4. LEGAL CURRENT YEAR PLAT OF SURVEY
➤ Legal Description of the site
➤ Acreage
➤ Drawing of the site boundaries with metes and bounds indicated
➤ Property lines

- Easements
 - Lot lines and area calculations
 - Adjacent road right-of-ways
- See 4. Below for Legal Description

5. SITE PLAN

Submitted by Engineer

6. BUILDING ELEVATIONS

Current house exteriors are below. Exterior siding and stone colors will be updated for Nicolet Heights to 5 or 6 new siding colors and 1-2 new stone colors.
See 6. Below for Building Elevations

7. FLOOR PLANS

Available Upon Request

8. LANDSCAPE PLAN

The front and side landscaping plan for the clubhouse at Nicolet Heights will be very similar to that at Willow Glen in Bellevue – see Willow Glen Clubhouse landscaping plan attached for reference. Rear landscape plan will be different to reflect the difference in sites/views. Landscape plans for Nicolet Heights have not been created yet, but landscaped locations will include all or part of some/many of the locations noted below, and shown in green on the attached Landscape Location Plan attached below (please note that some lot numbers have changed from the Landscape Location Plan to the Preliminary Plat. Plant materials will be generally similar to those on the Landscape Plan for the Clubhouse at Willow Glen.

OL6, OL7, OL8, OL9, Green space north of lot 68, which is now OL4, Green area on the east side of lot 95, which is now lot 103, Green space between Lot 103 & Lot 104, which is now lots 94/95; Green area in NE corner of Lot 110, which is now lot 119, Green area on east side of lots 113/114, which is now lots 114/115, Green space SE of Lot 123, now lot 132, Green area between Lot 129 & Lot 130, now lots 138/139, Green area in NE corner of Lot 137, now lot 146, Green space N of Lot 144, now OL5, Green area in entrance median on Eagle Blvd, Green space around clubhouse, Green space at roundabout at intersection of Overlook Circle & Baywater Avenue, Green space at roundabout at intersection of Baywater Avenue & Overlook Circle, and all three sign locations: entrance median at Eagle Blvd, column signs on both sides of Baywater Ave and Travertine Ct.
See 8. Below for Landscaping Plan

9. TRAFFIC PLAN/PARKING PLAN

See 9. Below for Parking plan for clubhouse shown on Clubhouse Landscape/Parking Plan

10. LIGHTING PLAN

Deemed not needed by David Buck

11. DETAILED SIGN ELEVATIONS

See attached sign plan
See 11. Below for Sign Elevations and Locations

12. PRELIMINARY ENGINEERING PLAN

Submitted by Engineer

13. CONSTRUCTION SCHEDULE

Upon final plat/project approval, sitework would tentatively commence within days. Home construction to begin after completion of Phase 1 utilities and asphalt, approximately 3–5 months after start of sitework.

14. LOT DIVISION(S)

See Plat submitted by Engineer

15. STATEMENT OF AUTHORITY FOR LIMITED LIABILITY COMPANIES (LLCs)

If the property owner is a limited liability company (LLC), the city requires the submission of State of Wisconsin Department of Financial Institutions Form 501. Form 501 clarifies that the applicant has the authority to act on behalf of the LLC.



Report to the Green Bay Plan Commission

MEETING DATE

August 5, 2025

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # Q.4

To approve a request to create a preliminary plat with 146 lots and 9 outlots (Nicolet Heights) that includes public dedications at 2892 Nicolet Drive (Parcel 22-135), 2958 Nicolet Drive (Parcel 22-134), and 0 Durham Road (Parcel 22-144) with conditions. (CP 25-05 Plan Commission Meeting July 28, 2025).

BACKGROUND

Reason for Request: To create a 146-lot and 9-outlot preliminary plat that includes the dedication of lands to the public for the development of 146 single-family homes and a clubhouse known as Nicolet Heights. This preliminary plat includes roadway and trail dedication.

Subject Parcel Zoning and Land Use: Subject properties are zoned Low-Density Residential (R1) but a Planned Unit Development (PUD) application has been received. The subject parcels are undeveloped/vacant.

Surrounding Zoning and Land Uses:

North: Low-Density Residential (R1) | Single-Family Residential

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

East: Low-Density Residential (R1) | Single-Family Residential, Conservancy

West: Public Institutional (PI), Low-Density Residential (R1) | Park, Single-Family Residential

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Low Density Residential. The preliminary plat meets this designation.

Report: The Nicolet Heights Subdivision includes the development of 146 lots and 9 outlots. The development will have 146 single-family homes, a clubhouse, road dedications, and parkland dedication for a trail extension to Barina Parkway. The previous item (ZP 25-19) is a request to change the zoning to Planned Unit Development (PUD) District. The PUD will allow items such as smaller lot widths and double-frontage lots. Certified Survey Maps (CSM) and Final Plats that include dedication to the public, including street and parkland dedications, require approval by City Council as such approval shall constitute acceptance of the dedication.

The Nicolet Heights 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. The pre-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

Approval of the request is subject to the following conditions:

1. The Nicolet Heights Preliminary Plat review comments from July 18, 2025, shall be addressed on the Nicolet Heights Pre-Final Plat.
2. ZO 14-25 (Planned Unit Development for Parcels 22-135, 22-134, and 22-144) is approved by City Council.

FISCAL IMPACT

ATTACHMENTS

1. CP 25-05 Application
2. CP 25-05 Nicolet Heights Preliminary Plat
3. CP 25-05 071825 Nicolet Heights 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: 2958 NICOLET DR, 2892 NICOLET DR, 0 DURHAM RD

Parcel Number(s): 22-144, 22-135, 22-134

Petitioner(s): Jason Mroz

Date: 7/2/2025

Email: jason@appletrac-homes.com

Phone Number: 920-858-3029

Address: _____ City: _____ State: _____ Zip: _____

Property Owner: Terra Willis, LLC / Robert Vanderklok Phone Number: 920-737-0415

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, Jason Mroz, respectfully request that the City of Green Bay take the following action:

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- ☐ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$375.00 Review Fee)
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- ☐ Other (\$200.00 Administration Fee): _____

Owner Signature: Signature to Follow

Date: 7/2/2025

Petitioner Signature(s): [Signature]

Checklist of required attachments:

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

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____

LOCATION MAP

SE 1/4 SEC 14, T 24 N, R 21 E,
CITY OF GREEN BAY
BROWN COUNTY, WI



Outlet #	Square Feet	Acres
OL 1	7,788	0.1788
OL 2	2,276	0.0523
OL 3	147,188	3.3790
OL 6	8,514	0.1955
OL 9	4,537	0.1042
OL 5	2,253	0.0517
OL 8	4,272	0.0981
OL 4	8,984	0.2062
OL 7	4,250	0.0976

Preliminary Plat of Nicolet Heights

Part of Government Lot 2 and Lot 3, and Part of the Southeast 1/4 of the Southeast 1/4 of Section 14,
Township 24 North, Range 21 East, City of Green Bay, Brown County, Wisconsin



Bearings are referenced to the North line of the
Government Lot 2, Section 14, T24N, R21E,
assumed to bear S88°53'29"E, base on the
Brown County Coordinate System.



SUPPLEMENTARY DATA
Total Area = 2,205,115 SF = 50.8225 acres
RW Area = 399,373 SF = 9.0936 acres
Net Area = 1,815,742 SF = 41.6837 acres
Number of Lots = 146 and 9 Outlots
Linear feet of street = 6,617 LF
Existing zoning = R1
Proposed zoning = R1 - PUD Overlay
Approving Authorities
City of Green Bay
Brown County
Objecting Authorities
Department of Administration

NOTES
• Utility and Drainage Easements will be shown on Final Plat

Line	Bearing	Length
L1	N 37°10'48" E	54.61'
L2	N 27°46'17" E	56.30'

Storm Structures

Structure	#	Rim	Inv	Size	Material	Direction
MH A	624.79		618.83	24"	RCP	NW
			618.84	18"	RCP	NE
MH B	634.57		629.20	12"	RCP	S
INL C	631.52		628.44	12"	RCP	E
INL D	631.44		628.50	12"	RCP	W
MH E	632.70		628.20	12"	RCP	N
			628.18	15"	RCP	W
			628.15	15"	RCP	E
MH F	639.75		633.17	12"	RCP	N
			628.69	15"	RCP	W
			628.65	15"	RCP	E
INL G	638.46		634.79	12"	RCP	E
INL H	638.31		634.69	12"	RCP	W
MH I	639.22		634.42	12"	RCP	S

Sanitary Structures

Structure	#	Rim	Inv	Size	Material	Direction
MH 1	1	624.96	610.38	15"	PVC	S
			610.35	15"	PVC	NW
			612.30	8"	PVC	NE
MH 2	2	634.55	625.32	8"	PVC	S
MH 3	3	632.76	624.66	8"	PVC	N
			624.64	8"	PVC	W
			624.60	8"	PVC	E
MH 4	4	639.58	628.38	8"	PVC	N
			628.38	8"	PVC	W
			628.36	8"	PVC	E
MH 5	5	639.22	629.14	8"	PVC	S
MH 6	6	603.90	591.27	8"	PVC	N
			593.18	8"	PVC	S
			591.34	8"	PVC	W
			591.18	8"	PVC	E
MH 7	7	604.43	593.03	8"	PVC	N
			593.27	8"	PVC	S
MH 8	8	600.50	18"	PVC	NE	E
			18"	PVC	E	W
			8"	PVC	E	W
MH 9	9	615.83	18"	PVC	W	E
			18"	PVC	E	W
MH 10	10	622.84	18"	PVC	W	E
			18"	PVC	E	W
MH 11	11	619.20	15"	PVC	W	E
			15"	PVC	E	SE
			15"	PVC	E	SE
MH 12	12	619.02	608.98	15"	PVC	N
			609.02	15"	PVC	S
MH 13	13	619.21	609.49	15"	PVC	N
			609.57	8"	PVC	W
			609.51	15"	PVC	E
MH 14	14	622.61	609.91	15"	PVC	W
			609.97	15"	PVC	SE
MH 15	15	623.13	15"	PVC	E	W
			15"	PVC	E	W

SURVEYOR'S CERTIFICATE

I, Scott R. Andersen, hereby certify that this Preliminary Plat is a correct representation of all existing land divisions and features, and that I have complied with the preliminary plat requirements for the city/village/county.

Scott R. Andersen, P.L.S. No. S-3169 Date

LEGEND	
—CATV— CATV	Underground Cable TV
—San— San	Sanitary Sewer (Pipe Size)
—St— St	Storm Sewer (Pipe Size)
—E— E	Underground Electric
—G— G	Underground Gas Line
—W— W	Water Main (Pipe Size)
—Fence— Fence	Fence - Wood
—Trestle— Trestle	Trestle
—Culvert— Culvert	Culvert
Sanitary MH Tank / Base	Sanitary MH Tank / Base
Sanitary Manhole	Sanitary Manhole
Hydrant	Hydrant
Utility Valve	Utility Valve
Utility Meter	Utility Meter
Utility Pole	Utility Pole
Light Pole / Signal	Light Pole / Signal
Guy Wire	Guy Wire
CATV Pedestal	CATV Pedestal
Gas Regulator	Gas Regulator
Sign	Sign
Pole / Guard Post	Pole / Guard Post
Decorative Tree	Decorative Tree
Coniferous Tree	Coniferous Tree
Shrub / Hedge	Shrub / Hedge
Soil Boring	Soil Boring
Benchmark	Benchmark
Electric Pedestal	Electric Pedestal
Electric Transformer	Electric Transformer
Telephone Pedestal	Telephone Pedestal
100'	100'
750'	750'
Intermediate Contour - Existing	Intermediate Contour - Existing
Delineated Wetlands	Delineated Wetlands
Asphalt Pavement	Asphalt Pavement
Concrete Pavement	Concrete Pavement
Gravel	Gravel
Electric Pedestal	Electric Pedestal
Electric Transformer	Electric Transformer
Telephone Pedestal	Telephone Pedestal

Horizontal Control

Project: Nicolet Heights City of Green Bay
Tuesday, May 13, 2025

Davel Engineering and Environmental
National Control for Brown County, Wisconsin

Point Number	Northing	Easting	Elevation	Description
701	579304.52	125895.40	632.49	CPT MAG NAIL
702	579750.27	126023.79	626.54	CPT MAG NAIL
703	579987.20	125681.04	603.13	CPT MAG NAIL
704	580584.34	126008.76	604.70	CPT MAG NAIL
705	581301.51	126530.38	601.14	CPT MAG NAIL
706	581322.29	127187.33	622.43	CPT MAG NAIL
707	581276.39	128154.14	626.26	CPT MAG NAIL
708	580504.84	127915.09	624.60	CPT MAG NAIL
709	579688.87	127424.73	627.85	CPT MAG NAIL
710	579178.89	127117.97	629.92	CPT MAG NAIL
711	579104.55	126622.07	635.33	CPT MAG NAIL
712	579806.95	126655.96	628.98	CPT HUB
713	580569.65	126755.51	625.18	CPT HUB

Jun 24, 2025 - 08:08 PM J:\Projects\8745app\dwg\Civil\30\8745Plot.dwg Printed by: scott

Nicolet Heights
City of Green Bay, Brown County, WI
For: Apple Tree, LLC

PRELIMINARY PLAT



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866
www.davel.pro



City of Green Bay
Department of Community and Economic Development

July 18, 2025

Scott Andersen
Davel Engineering & Environmental, Inc.
1164 Province Terrace
Menasha, WI 54952

Re: Conditional Preliminary Plat Approval- Nicolet Heights

Dear Mr. Andersen:

Please be informed that Green Bay Plan Commission staff has recommended conditional approval of the Preliminary Plat for Nicolet Heights, located at 2892 Nicolet Drive (Parcel 22-135), 2958 Nicolet Drive (Parcel 22-134), and 0 Durham Road (Parcel 22-144). 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 all building setback lines.
 - b. Outlot 1 should be a lot since it will contain a building.
 - c. The minimum lot width in the R-1 Low Density Residential zoning district is 75'. The majority of the lots in the development do not comply with this requirement. An application for a Planned Unit Development (PUD) has been submitted to allow narrower lots. Once the PUD is approved with the reduction in lot width, the plat can be approved.
 - d. Add the name and address of the property owner and the address of the developer.
 - e. Add the following statement:
"City of Green Bay zoning and building approvals are required prior to commencing construction of buildings, structures, drives, or parking areas, and may also be required prior to commencing grading, excavation, filling, or other land disturbing activity."
 - f. Add a City of Green Bay Planting Screen Easement of at least 20' between Lots 22-32 and Nicolet Drive per Sec. 36-461.
 - g. Add access restriction to Nicolet Drive on Lots 22-32.
 - h. Outlots 2 and 3 should be identified as "Dedicated to the Public for Pedestrian Access" since these will be trails connecting to Barina Parkway.
 - i. Because the plat involves public dedications, the preliminary plat will be forwarded to Plan Commission for action at their July 28, 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. Provide an ESA restrictive covenant: "Lots 71-75 contain an environmentally sensitive area (ESA) as defined in the 2040 Brown County Urban Service Area Water Quality Plan. The ESA

includes delineated wetlands, all land within 10-30 feet of less susceptible wetlands, all land within 50 feet of moderately susceptible wetlands, all land within 75 feet of highly-sensitive wetlands. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.”

- b. Identify the ESA limits on the map with surveyed and scaled measurements.
- c. See attached Cursory Review Form.

5. Wisconsin Public Service Comments:

- a. WPSC would like to see an easement created as part of this land division. Please see attached markup showing the location for the desired easement.

If the developer of this property intends to have WPSC extend facilities within the Utility Easement(s) shown on the land division, the attached Utility Easement Provision needs to be included as part of the final recorded survey document. Attached is the Utility Easement Provision for inclusion on the land division. The inclusion of the Utility Easement Provision is not a requirement for recording of the survey document, however WPSC will not utilize the newly platted Utility Easement(s) unless the Utility Easement Provision is included as part of the final recorded survey document. If the Utility Easement Provision is not included as part of the final recorded survey document, WPSC will require a separate easement document from the owner(s) at the time of application for service, potentially causing delays.

Wisconsin Public Service Corporation is providing this list of other utility companies to be named on the Utility Easement Provision as a courtesy and is not guaranteeing the accuracy of the list provided and encourages developers to contact the other utility companies to confirm service locations and correct legal entity to be listed on the land division.

Below are the other utility companies that operate within this taxing district per our internal records:

Wisconsin Bell Inc.. d/b/a AT&T Wisconsin, a Wisconsin Corporation
Paetec USA Telecom Services
Brown County C-Lec, LLC
US Exchange/RVP Fiber
Charter Communications Operating, LLC

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 25-05
Ald. Grant
Jason Mroz, Apple Tree Homes

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: VAJ
 Date: 7/15/25

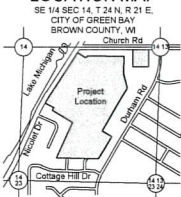
Date Received: 6/26/2025		Nicolet Heights Preliminary Plat (CP 25-05)	
☒ Preliminary Plat		☐ Pre-Final Plat	☒ C.S.M.
SANITARY AND STORM SEWER		COMMENTS:	
1	Sanitary Sewer Service Available? ☒ Yes ☐ No ☒ Can be made available	1. Sanitary sewer is available in Baywater and Travertine Ct., but would need to be extended for the development. 2. Sanitary and storm easements may be required. 3. Interior lot grading and drainage bond required. 4. Stormwater management plan would be required. Fee in lieu of may apply if a portion of the site drains to the City's stormwater pond. This would be reviewed at the site plan stage.	
2	Sewer Easement(s) Required? ☒ Yes ☐ No		
3	Backyard Drainage Required? ☒ Yes ☐ No Amount of Drainage Bond = \$25,000		
4	Stormwater Management Plan Required? ☒ Yes ☐ No ☒ Fee in lieu of		
Reviewed By: VAJ		Date: 7/10/25	
STREET GRADES		COMMENTS:	
5	Contours Required? ☒ Yes ☐ No Grading Required? ☒ Yes ☐ No Amount of Bond = \$50,000	1. Min Vertical Curve Lengths shall be 50' 2. Sidewalk required at a minimum of 1 side of each roadway. Both sides preferred. - At a minimum: sidewalks shall be installed along the South side of Eagle Blvd. Sidewalks shall be installed along the East Side of Overlook Circle between Eagle Blvd and Baywater Ave. Sidewalks shall be installed along the East side of Baywater Ave. Sidewalks shall be installed along the West side of Overlook Circle east of Baywater Ave. Sidewalks shall be installed along the North and East side of Travertine Court from Baywater Avenue to 2826 Travertine Court. 3. Roadway clear width shall be a minimum 30 ft. for local streets. 4. Street names shall be revised. Eagle Boulevard may not use Boulevard suffix but may use Row or Lane. Overlook Circle shall be renamed (may use different suffix, Circle, Crescent, Way, or Lane), splitting the road into 3 segments with different names: 1 segment from property line between Lots 21 & 22 to property line between Lots 43 & 44. 1 segment from property line between Lots 43 & 44 to property line between Lots 63 & 64. 1 segment from property line between Lots 63 & 64 to property line between Lots 21 & 22.	
HORIZONTAL ALIGNMENT			
R/W Widths ☒ OK ☐ See Comments			
Curves ☐ OK ☒ See Comments			
Intersections ☒ OK ☒ See Comments			
6	Meet alignment of streets in adjoining plats ☒ OK ☐ See Comments		
Street Names ☐ OK ☒ See Comments			
Sidewalks Note Required? ☒ Yes ☐ No			
Reviewed By: CY		Date: 7-17-2025	
DO LOTS AND STREETS HAVE IMPROVEMENTS?		COMMENTS:	
7	Sanitary Laterals ☐ Yes ☒ No		
	Storm Laterals ☐ Yes ☒ No		
	Pavement ☐ Yes ☒ No		
	Curb & Gutter ☐ Yes ☒ No		

Reviewed By: MMA	Date: 7/16/25	
8 UTILITY EASEMENTS/STREET LIGHTS		
COMMENTS: (19) 9,000 LED Streetlights needed. See (8745Plat-1 of 1 -TSS Lighting)		
Reviewed By: TSS	Date: 7/10/2025	
ADDITIONAL COMMENTS:		

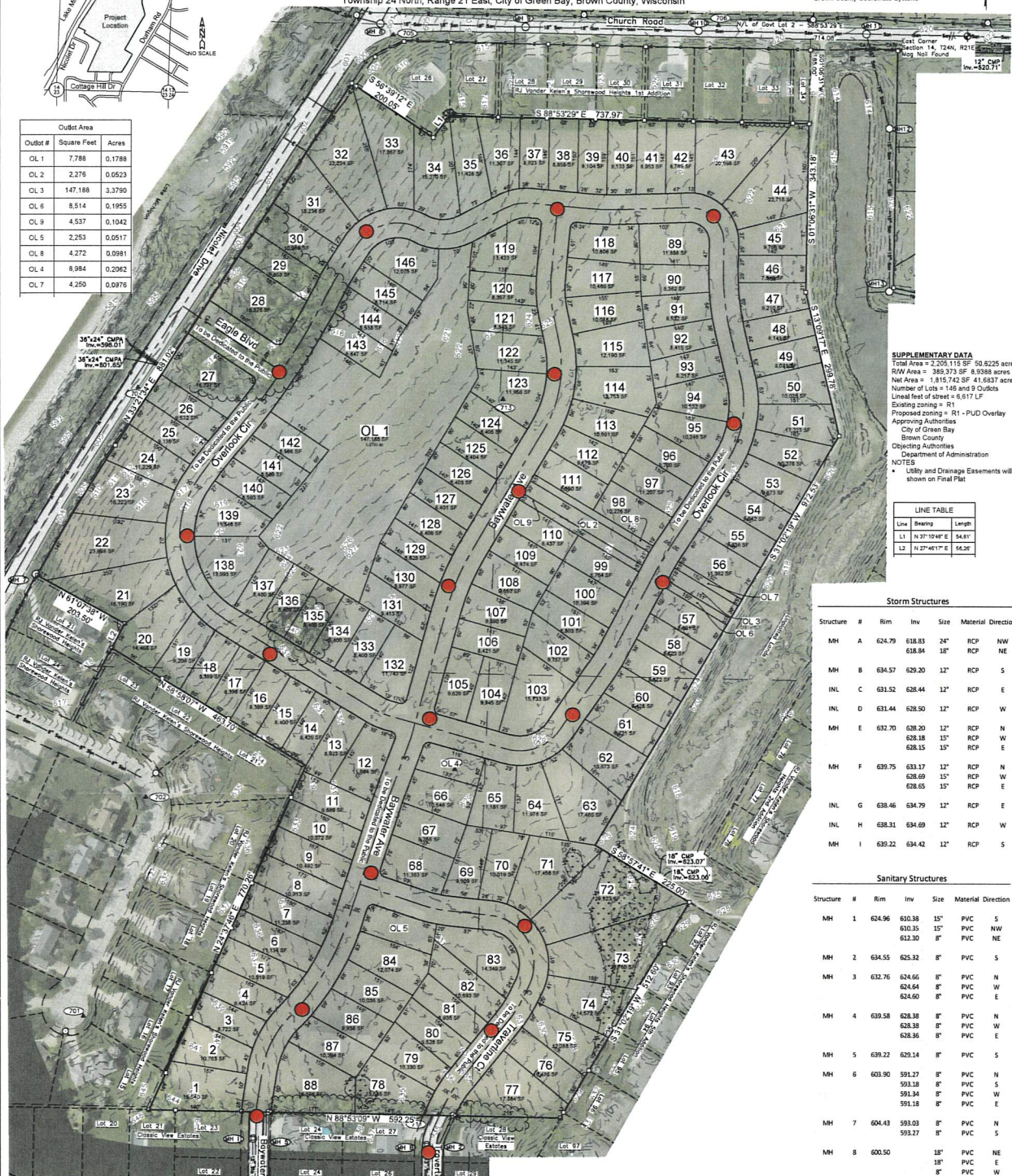
● = Street light

Preliminary Plat of

Bearings are referenced to the North line of the Government Lot 2, Section 14, T24N, R21E, assumed to bear S88°53'29"E, base on the Brown County Coordinate System.



Outlot Area		
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OL 7	4,250	0.0976



SUPPLEMENTARY DATA
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R/W Area = 389,373 SF 8.9388 acres
Net Area = 1,815,742 SF 41,6837 acres
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Existing zoning = R1
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City of Green Bay
Brown County
Objecting Authority
Department of Administration
NOTES
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LINE TABLE		
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L2	N 27°45'17" E	56.26

Structure	#	Run	Inv	Size	Material	Direction
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MH	B	634.57	629.20	12"	RCP	S
INL	C	631.52	628.44	12"	RCP	E
INL	D	631.44	626.95	12"	RCP	W
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MH	7	604.43	593.03	8"	PVC	N
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MH	8	600.50	587.00	18"	PVC	NE
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			587.00	8"	PVC	W
MH	9	615.83	602.18	18"	PVC	E
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MH	10	622.84	609.18	18"	PVC	W
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MH	12	619.02	606.96	15"	PVC	N
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MH	14	622.61	609.91	15"	PVC	W
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MH	15	623.13	609.15	15"	PVC	E

Project S745 Nicolet Heights (City of Green Bay)
Drawing No. 12-0002

Tuesday, May 13, 2025
David Engineering and Environmental

Location	Excavation	Elevation
----------	------------	-----------

Gridding	Easting	Elevation
1304.52	125895.40	632.49

Horizontal Correlation Data from Combining Survey				
Pert Number	North	East	Elevation	Description
701	779949.52	126849.49	630.49	CPT MAGNAC
702	779949.27	126833.79	630.53	CPT MAGNAC
703	779949.29	126836.04	630.54	CPT MAGNAC
704	780504.34	126808.76	606.70	CPT MAGNAC
705	781035.51	126532.30	601.14	CPT MAGNAC
706	781122.29	127107.33	623.43	CPT MAGNAC
707	781176.39	128154.34	626.26	CPT MAGNAC
708	780504.64	127015.09	634.60	CPT MAGNAC
709	779685.89	127424.71	627.85	CPT MAGNAC
710	779178.88	127117.87	629.03	CPT MAGNAC
711	779055.55	126622.07	635.33	CPT MAGNAC
712	780605.95	126655.96	638.98	CPT OFF
713	780925.05	126755.51	625.18	CPT OFF

I, Scott R. Andersen, hereby certify that this Preliminary Plat is a correct representation of all existing land divisions and features, and that I have complied with the preliminary plat requirements for the city/village/county.

Scott R. Andersen, P.L.S. No. S-3169

Date _____

	Day Cable		Satellite Dish / Tank / Base		Cable TV Pedestal		Inter-Center / Existing
	Underground Day TV		Green Call Push Box		Sign		Inter-Center / Existing
	Bus Stop		Storm Manhole		Post / Guard Post		Digital Pedestal
	Sanitary Sewer (Pipe Size)		H44		Conformity Tree		Asphalt Pavement
	Storm Sewer (Pipe Size)		Hydrant		Confidence Tree		Concrete Pavement
	Underground Gas Line		Utility Value		Bull / Hedge		Electric Transformer
	Water Main (Pipe Size)		Utility Pole		Sd. Sp. Bearing		Telephone Pedestal
	Cable - Wood		Grade Line / Signal				
	Fence		Guy Wire				

Nicolet Heights
City of Green Bay, Brown County, WI
For: Apple Tree, LLC

PRELIMINARY PLAT



**DAVEL ENGINEERING &
ENVIRONMENTAL, INC.**
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1666
www.davel.pro

Jun 24, 2025 - 08:10 PM J:\Projects\8745opp\dwg\Civil 3D\8745Plt.dwg Printed by: scott

Reviewed By: RLD, Date: 7/11/2025.

CURSORY REVIEW FORM FOR CITY REVIEWS

Surveyor: Scott Andersen

Municipality: City of Green Bay

Plat Name: Nicolet Heights

1/4-1/4/Lot/Gov't Lot, Sec/Tn/Rg or other land system: Part of Gov't Lots 2 & 3, Part of SE-SE Sec 14-24-21

PARCEL #'s: 22-134, 22-135, 22-144

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.**

X Name(s) of Owners of Record are not listed or incorrect

X The overall boundary does not close

___ The overall boundary does not match the title (eg. underlying title for r/w?)

X The survey does not agree with our parcel mapping

X The survey does not agree with the county's PLSS protraction

X Government corner information is incorrect/missing

___ Caption is missing necessary information or incorrect

X Certificate(s) missing or necessary information is incorrect

___ Document number(s) missing or incorrect

X Dedication notes intent not clear

___ The map is not a permanent nonfading black image

___ Click or tap here to enter text.

BOUNDARY CLOSURE CHECK

X All boundaries shall close to a tolerance of 1 part in 20,000, and no closures shall be greater than 0.03 feet.

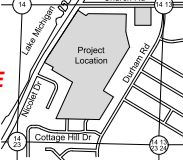
Boundary: 1/22', Distance: 284 ft

Comments: **NEED TO LIST OWNERS OF RECORD ON THE FINAL PLAT. CHECK THE OVERALL BOUNDARY. IT APPEARS TO BE MISSING A CURVE SEGMENT AND HAS AN INCORRECT DISTANCE ON THE SOUTH LINE. CURRENTLY IT DOES NOT CLOSE. NEED TO TIE TO 2 GOVERNMENT CORNERS. BE SURE TO REMOVE "TO BE" FOR DEDICATED TO PUBLIC CALL ON THE FINAL PLAT. BE SURE TO ADD THE NECESSARY CERTIFICATES.**

NEED TO TIE TO 2 GOVERNMENT CORNERS

LOCATION MAP

SE 14 SEC 14, T 24 N, R 21 E
CITY OF GREEN BAY
BROWN COUNTY, WI



BE SURE TO REMOVE "TO BE" FROM THE DEDICATED TO THE PUBLIC CALL

MISSING CURVE SEGMENT IN OVERALL BOUNDARY

Preliminary Plat of Nicolet Heights

Part of Government Lot 2 and Lot 3, and Part of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 24 North, Range 21 East, City of Green Bay, Brown County, Wisconsin



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Brown County
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Scott R. Andersen, P.L.S. No. S-3169 Date

LEGEND

 CATV	Underground Cable TV	 Sanitary MH/Tank/Box	 CATV	Indicates Coring - Existing
 San	Sanitary Sewer (Pipe Size)	 San	 San	Indicates Coring - Existing
 St	Storm Sewer (Pipe Size)	 St	 St	
 E	Underground Electric	 E	 E	
 G	Underground Gas Line	 G	 G	
 W	Water Main (Pipe Size)	 W	 W	
 F	Fence - Wood	 F	 F	
 T	Trail	 T	 T	
 C	Culvert	 C	 C	
 S	Sanitary Sewer	 S	 S	
 St	Storm Sewer	 St	 St	
 E	Underground Electric	 E	 E	
 G	Underground Gas Line	 G	 G	
 W	Water Main	 W	 W	
 F	Fence	 F	 F	
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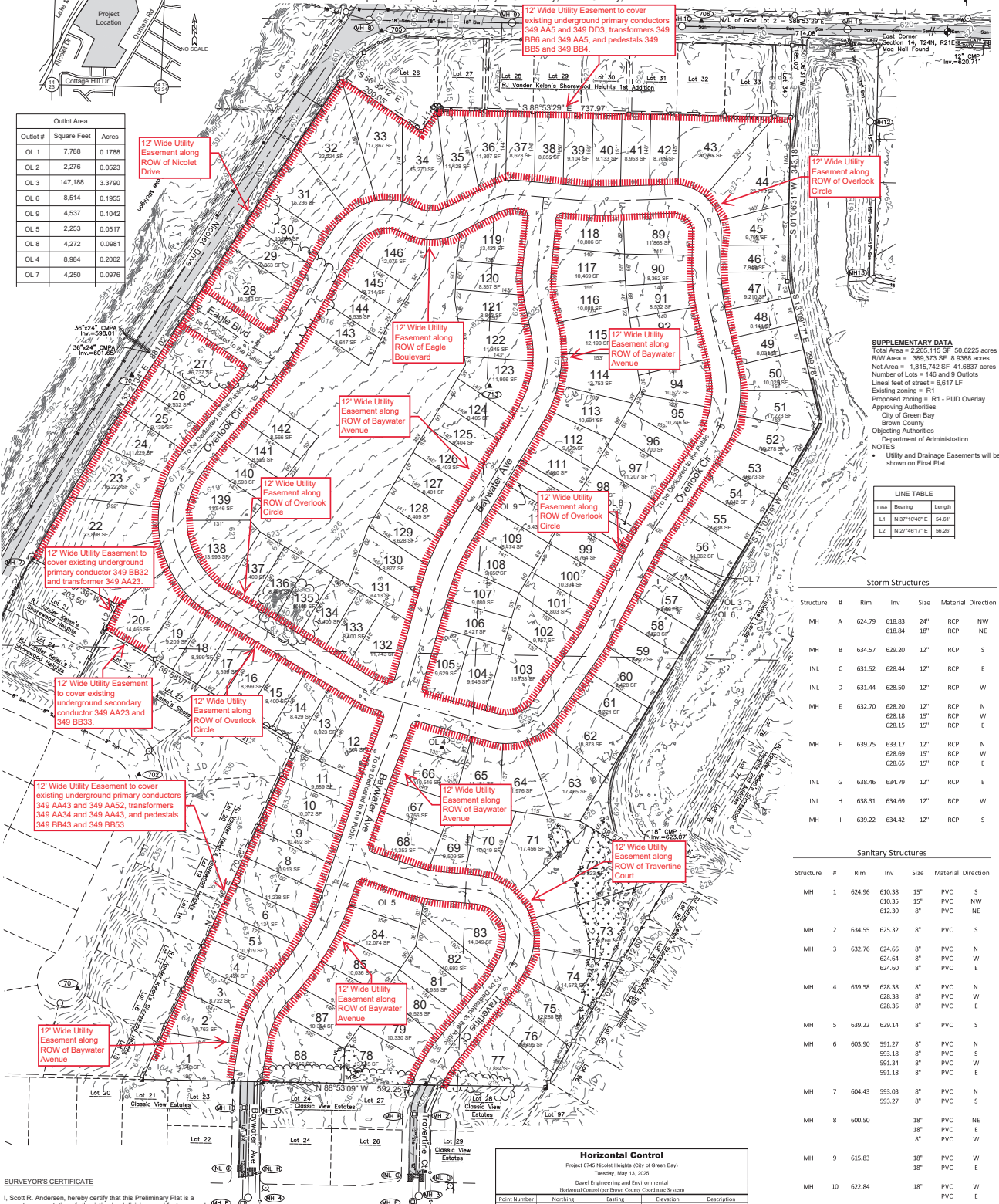
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LEGEND	
CATV — CATV San — San St — St E — E G — G W — W F — F T — T L — L G — G	Sanitary MH / Tank / Base Clean Out / Pull Box Storm Manhole Hydrant Valve Pressure Utility Pole Light Pole / Signal Guy Wire
	Electric Transformer Telephone Pedestal Sign Pole / Guard Post Decorative Tree Bush / Hedge Soil Boring Electric Pedestal Gas Register
	Index Contour - Existing Delimited Wetlands Asphalt Pavement Concrete Pavement Electric Pedestal Telephone Pedestal

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

Terra Nullius, LLC Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

Wisconsin Bell Inc.. d/b/a AT&T Wisconsin, a Wisconsin Corporation, Paetec USA
Telecom Services, Brown County C-Lec, LLC, US Exchange/RVP Fiber, Charter
Communications Operating, LLC

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.



Report to the Green Bay Plan Commission

MEETING DATE

August 5, 2025

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # Q.5

To approve a request to discontinue a 12' utility easement at the 1300 Block Guns Rd (Parcel 23-243-1-3), 0 Vernon Taylor Dr (Parcel 23-243-1-2 & 23-243-1-1) and 0 Grand Blvd (Parcel 23-243-1) with conditions. (ED 25-01 Plan Commission Meeting July 28, 2025).

BACKGROUND

Reason for Request: To discontinue unnecessary 12' utility easement.

Report: The applicant is requesting the discontinuance of a 12' utility easement located at the 1300 Block Guns Rd (Parcel 23-243-1-3), 0 Vernon Taylor Dr (Parcel 23-243-1-2 & 23-243-1-1) and 0 Grand Blvd (Parcel 23-243-1), more commonly known as the JBS development area. The easement to be discontinued was created on January 30, 2008, as part of a 2-lot Certified Survey Map (CSM 7758). On July 2, 2024, a new CSM (CSM 9773) was recorded that created an additional 12' utility easement along the newly dedicated right-of-way. The 12' utility easement that was created on CSM 7758 has not been used except along Guns Road, as noted by Wisconsin Public Service Corporation. Removing the unnecessary easements will also open up more developable area on the new parcels created on CSM 9773.

Ald. Morgan, the Village of Bellevue, adjoining property owners, and the agencies below, were informed of the request. Agencies were informed that if they failed to respond or indicate the locations of facilities, it will be assumed that none are present. No objections were received from property owners.

Agency Responses Regarding Utility Easement Discontinuance – JBS Development Area

- **Department of Public Works:** No Response
- **Wisconsin Public Service:** Objects to the vacation along Guns Road due to overhead poles and wires within the easement.
- **AT&T:** No Response
- **Green Bay Water Utility:** No Response
- **Time Warner Cable:** No Response
- **Department of Parks, Recreation, & Forestry:** No Response
- **American Transmission Company:** No Objection
- **Mobilitie:** No Response
- **NEW Water:** No Objection
- **Charter:** No Response

RECOMMENDATION

Approval of the request with the condition that a 12' utility easement to remain along Guns Road.

FISCAL IMPACT

ATTACHMENTS

1. ED 25-01 Application
2. ED 25-01 Map
3. ED 25-01 CSM 7758 Easement Detail
4. ED 25-01 CSM 9773
5. ED 25-01 Existing 12' Utility Easement Release Map Amended



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: JBS Development off of Guns Road

Parcel Number(s): 23-243-1-2, 23-243-1-3, 23-243-1, 23-243-1-1

Petitioner(s): Dan Ditscheit Date: 7-3-25

Email: Dan.Ditscheit@greenbaywi.gov Phone Number: (920) 448-3381

Address: 100 North Jefferson Street, Room 510 City: Green Bay State: WI Zip: 54304

Property Owner: Redevelopment Authority Phone Number: _____

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

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

I, Dan Ditscheit, Green Bay Parks Director, 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: 7/3/25

Petitioner Signature(s): Dan Ditscheit

Checklist of required attachments:

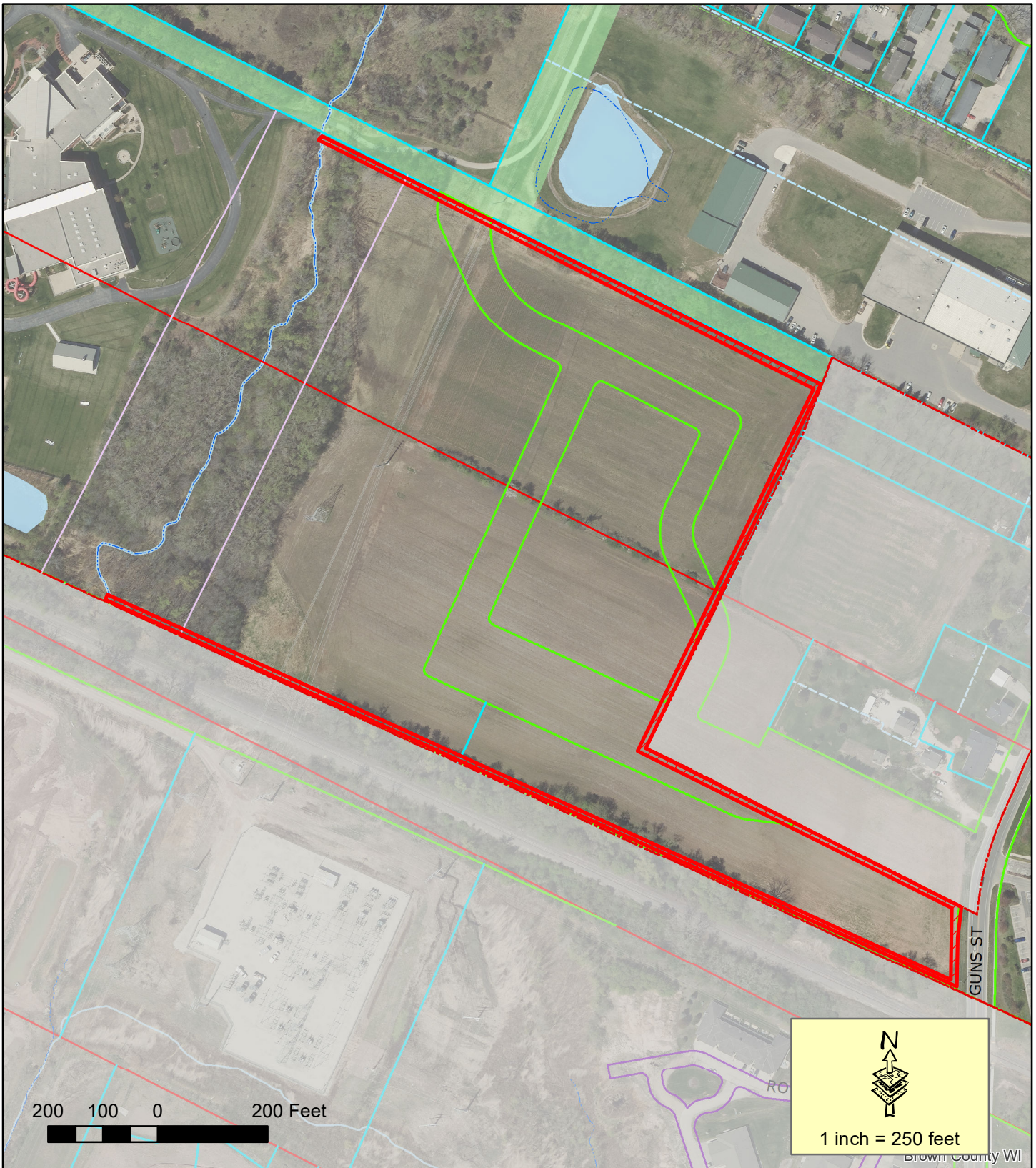
- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____



**Proposed 12' Utility Easement
Discontinuance**

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

**Utility Easement Discontinuance
(ED 25-01)
1300 Block Guns Rd,
0 Vernon Taylor Dr, 0 Grand Blvd**



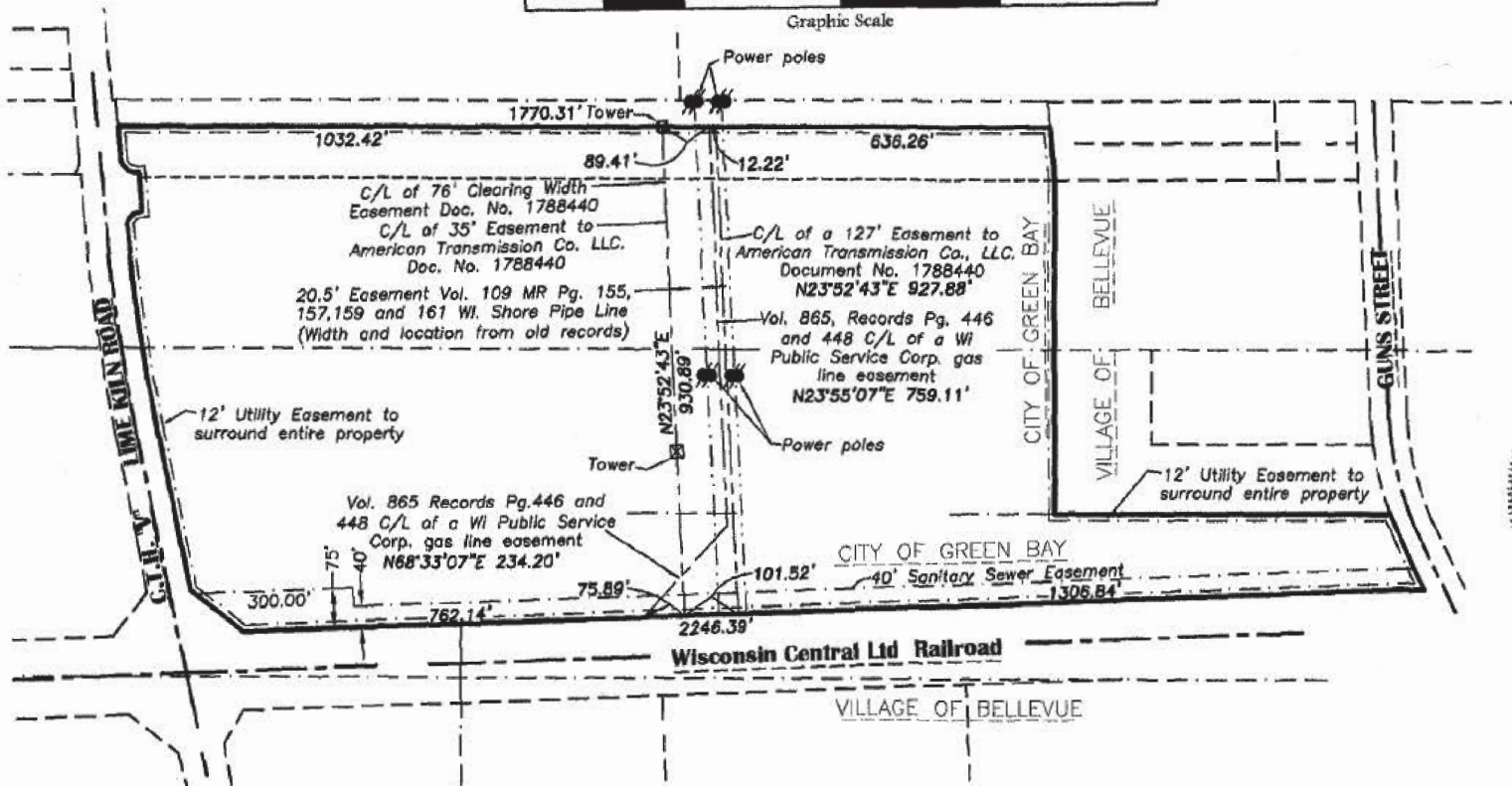
Easement Detail

CSM 7758

Part of the South 1/2 of Private Claim 9 and part of Lots 1 and 2 of the "Subdivision of Private Claims 10 & 11," East Side of the Fox River, City of Green Bay, Brown County, Wisconsin

300 150 0 300 600 900

Graphic Scale



Note:

- Easement assignment to American Transmission Company LLC, in Document Number 1788440 replaces J-14541, I-20.

NOTE:

According to FIRM (Flood Insurance Rate Maps) Community-Panel Number 550022 0020 E, dated June 1, 1984, subject Parcels III, IV, and V, fall in Zone C. (Area of minimal flooding)

Sheet Two of Four
Project No.: D-305
Drawing No.: L-7151



VOL 53 PAGE 222

CERTIFIED SURVEY MAP

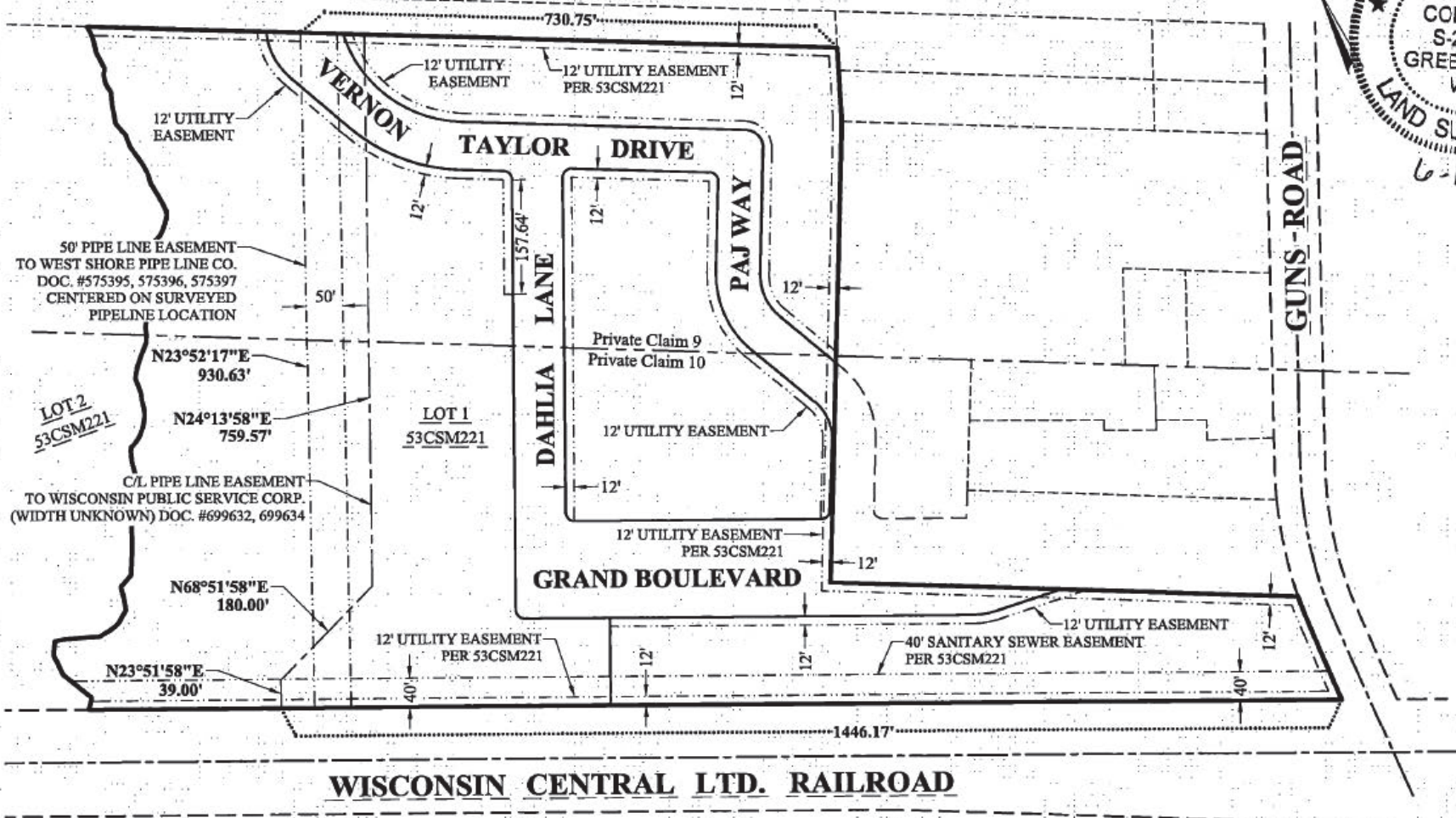
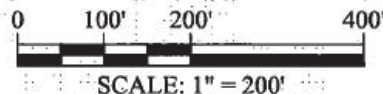
ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758, RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10, EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

EASEMENT DETAIL

CSM 9773

NOTE:

The 12' utility easements as shown in Lot 1 of Volume 53 Certified Survey Maps Page 221, Map No. 7758, recorded as Document No. 2350722, are to be released by separate instrument and are not included in the Utility Easement Provision on Sheet 6 of 7 of this Certified Survey Map.



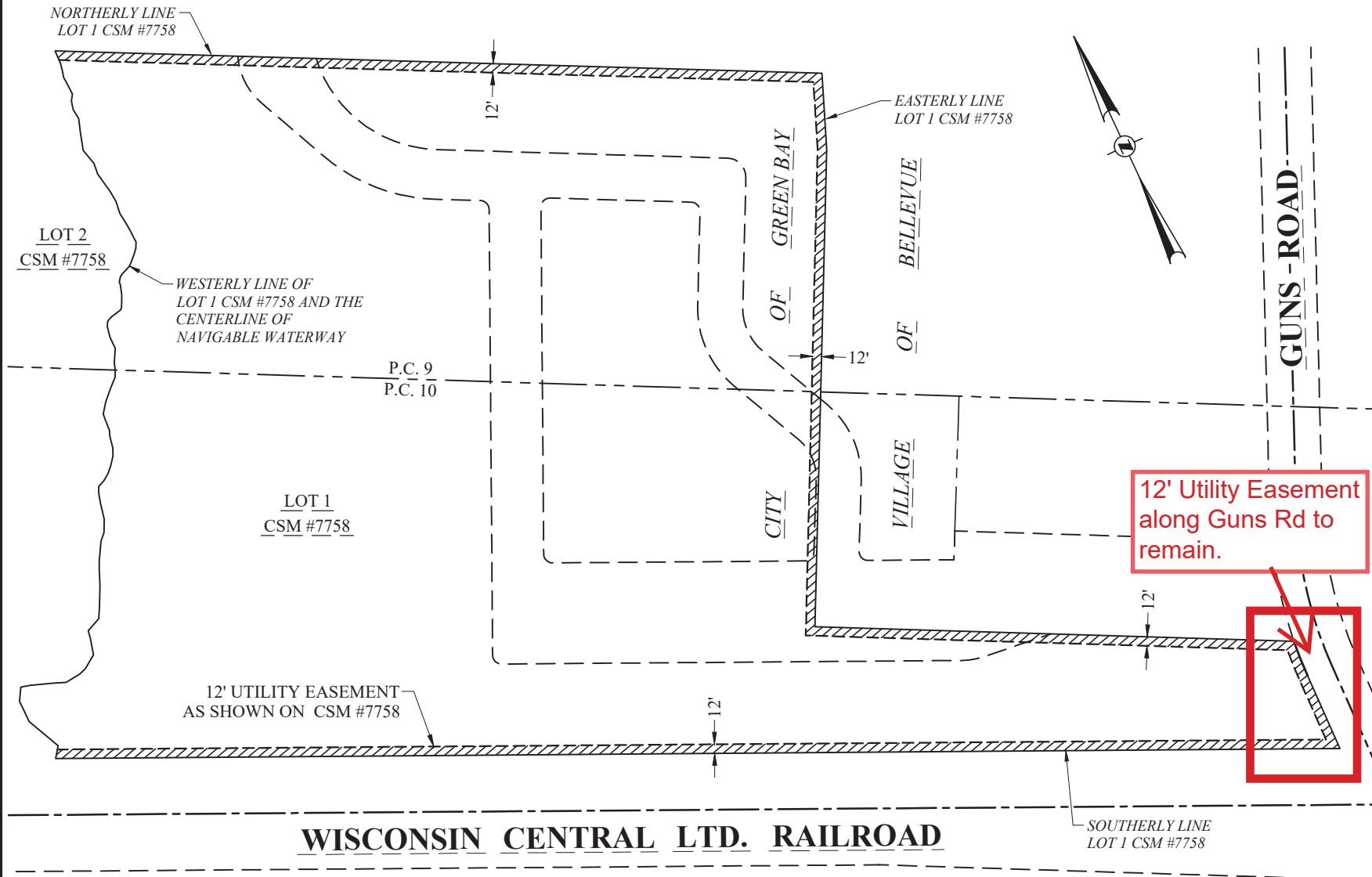
116 S Adams Street, Suite 201
Green Bay, WI 54301
920 / 592 9440
www.graef-usa.com

Project No: 2022-0399
Drawn By: TMC
Sheet No: 3 of 7

GRAEF

12' UTILITY EASEMENT VACATION

A 12' UTILITY EASEMENT LOCATED IN LOT 1 OF CERTIFIED SURVEY MAP NO. 7758, RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10, EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

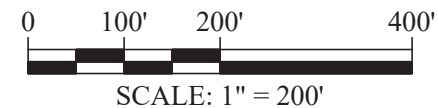


LEGEND



12' UTILITY EASEMENT AS SHOWN ON LOT 1 OF CSM #7758 TO BE RELEASED/VACATED

Prepared for the City of Green Bay
Dated: May 28, 2025



116 S Adams Street, Suite 201
Green Bay, WI 54301
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

Project No: 2022-0399
Drawn By: TMC
Sheet No: 1 of 1

GRAEF



Report to the Green Bay Plan Commission

MEETING DATE

August 5, 2025

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # Q.6

To approve a request to discontinue a 40' sanitary sewer easement at the 1300 Block Guns Rd (Parcel 23-243-1-3) and 0 Vernon Taylor Dr (Parcel 23-243-1-2). (ED 25-02 Plan Commission Meeting July 28, 2025).

BACKGROUND

Reason for Request: To discontinue unnecessary 40' sanitary sewer easement.

Report: The applicant is requesting the discontinuance of a 40' sanitary sewer easement located at the 1300 Block Guns Rd (Parcel 23-243-1-3) and 0 Vernon Taylor Dr (Parcel 23-243-1-2), more commonly known as the JBS development area. The easement to be discontinued was created on January 30, 2008, as part of a 2-lot Certified Survey Map (CSM 7758). On July 2, 2024, a new CSM (CSM 9773) was recorded that created dedicated right-of-way. The 40' sanitary sewer easement that was created on CSM 7758 has not been used. The sanitary sewer will now be constructed within the new right-of-way that was part of CSM 9773. Removing the unnecessary easement will also open up more developable area on the new parcels created on CSM 9773.

Ald. Morgan, the Village of Bellevue, adjoining property owners, and the agencies below, were informed of the request. Agencies were informed that if they failed to respond or indicate the locations of facilities, it will be assumed that none are present. No objections were received from property owners.

Agency Responses Regarding Utility Easement Discontinuance – JBS Development Area

- **Department of Public Works:** No Response
- **Wisconsin Public Service:** Objects to the vacation along Guns Road due to overhead poles and wires within the easement.
- **AT&T:** No Response
- **Green Bay Water Utility:** No Response
- **Time Warner Cable:** No Response
- **Department of Parks, Recreation, & Forestry:** No Response
- **American Transmission Company:** No Objection
- **Mobilitie:** No Response
- **NEW Water:** No Objection
- **Charter:** No Response

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. ED 25-02 Application
2. ED 25-02 Map
3. ED 25-02 CSM 7758 Easement Detail
4. ED 25-02 CSM 9773
5. ED 25-02 Existing 40' Sanitary Easement Release 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: JBS Development off of Guns Road

Parcel Number(s): 23-243-1-2, 23-243-1-3

Petitioner(s): Dan Ditscheit

Date: 7-3-25

Email: Dan.Ditscheit@greenbaywi.gov

Phone Number: (920) 448-3381

Address: 100 North Jefferson Street, Room 510

City: Green Bay State: WI Zip: 54304

Property Owner: Redevelopment Authority

Phone Number: _____

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

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

I, Dan Ditscheit, Green Bay Parks Director, 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: 7/3/25

Petitioner Signature(s): Dan Ditscheit

Checklist of required attachments:

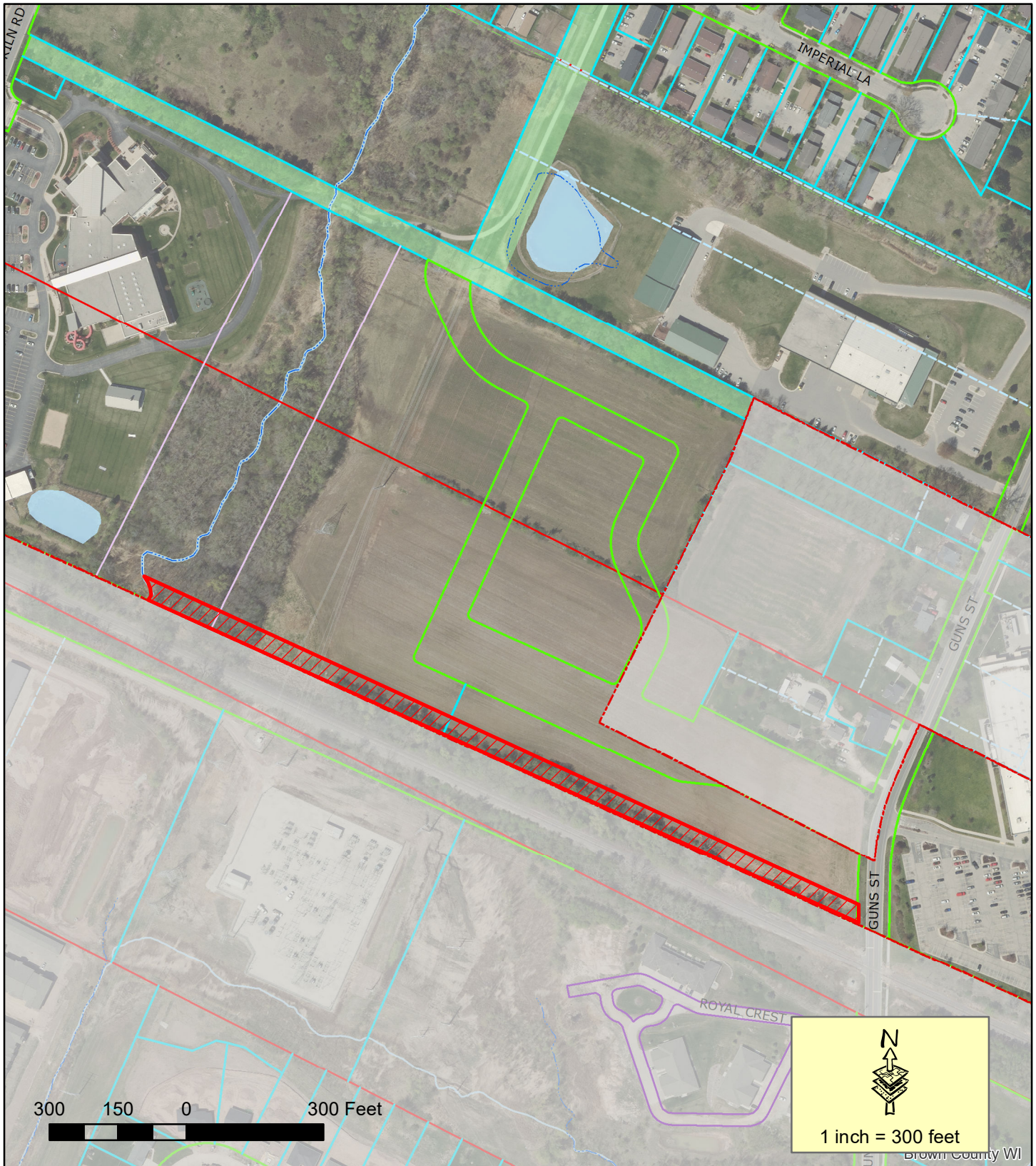
- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____



**Proposed 40' Sanitary Sewer
Discontinuance**

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

**Utility Easement Discontinuance
(ED 25-02)
1300 Block Guns Rd and
0 Vernon Taylor Dr**



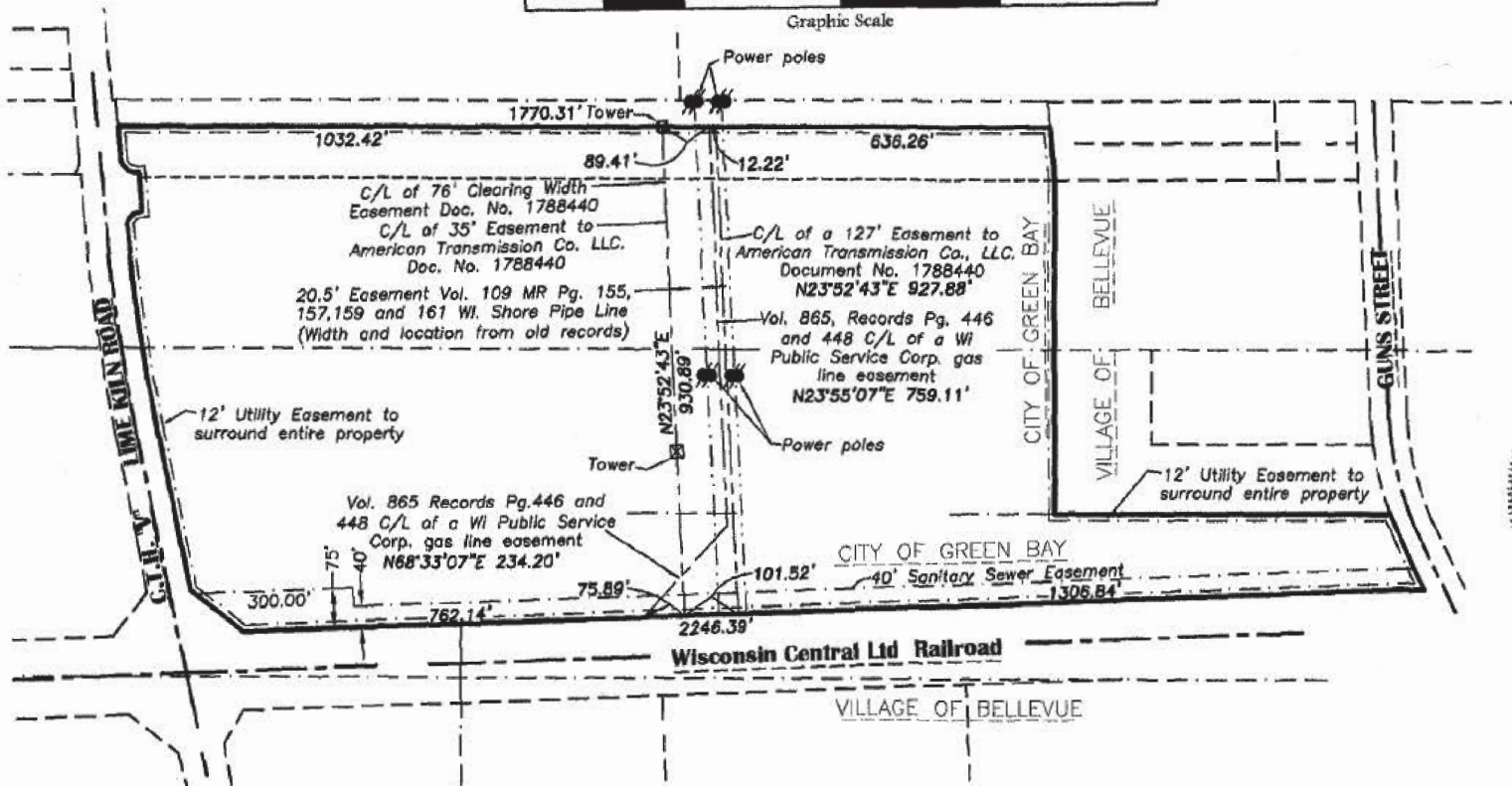
Easement Detail

CSM 7758

Part of the South 1/2 of Private Claim 9 and part of Lots 1 and 2 of the "Subdivision of Private Claims 10 & 11," East Side of the Fox River, City of Green Bay, Brown County, Wisconsin

300 150 0 300 600 900

Graphic Scale



Note:

- Easement assignment to American Transmission Company LLC, in Document Number 1788440 replaces J-14541, I-20.

NOTE:

According to FIRM (Flood Insurance Rate Maps) Community-Panel Number 550022 0020 E, dated June 1, 1984, subject Parcels III, IV, and V, fall in Zone C. (Area of minimal flooding)

Sheet Two of Four
Project No.: D-305
Drawing No.: L-7151



VOL 53 PAGE 222

CERTIFIED SURVEY MAP

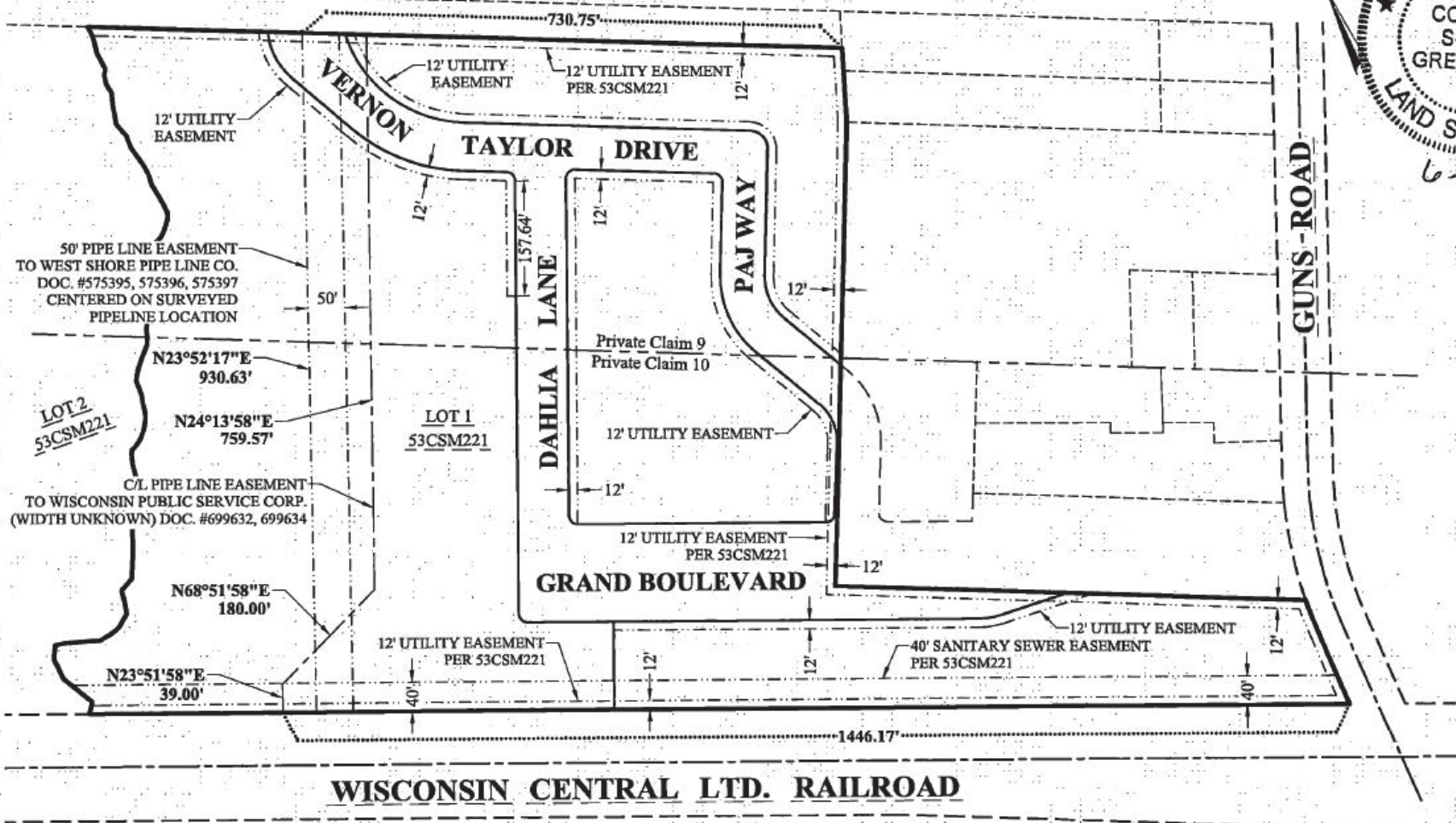
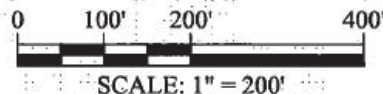
ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758, RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10, EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

EASEMENT DETAIL

CSM 9773

NOTE:

The 12' utility easements as shown in Lot 1 of Volume 53 Certified Survey Maps Page 221, Map No. 7758, recorded as Document No. 2350722, are to be released by separate instrument and are not included in the Utility Easement Provision on Sheet 6 of 7 of this Certified Survey Map.

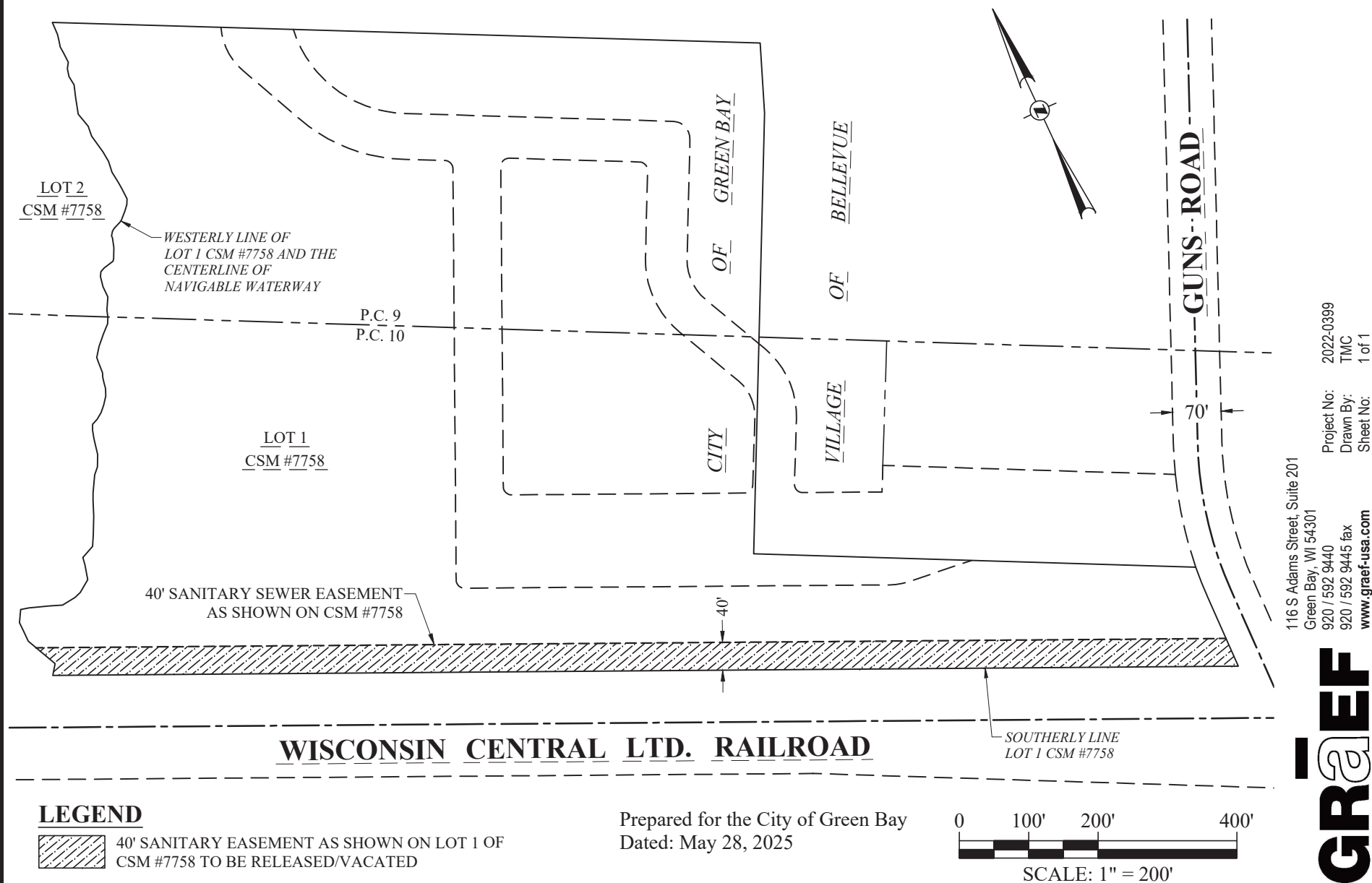


116 S Adams Street, Suite 201
Green Bay, WI 54301
920 / 592 9440
www.graef-usa.com

Project No: 2022-0399
Drawn By: TMC
Sheet No: 3 of 7

GRAEF

A 40' SANITARY SEWER EASEMENT LOCATED IN LOT 1 OF CERTIFIED SURVEY MAP NO. 7758, RECORDED AS DOCUMENT NO. 2350722,
BEING PART OF PRIVATE CLAIMS 9 AND 10, EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN





Report to the Green Bay Plan Commission

MEETING DATE

August 5, 2025

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # Q.7

To approve a request to accept new storm sewer easements for Parcels 23-243-1 and 23-243-1-3. (PP 25-02 Plan Commission Meeting July 28, 2025).

BACKGROUND

Reason for Request: To accept two storm sewer easements for a new development

Report: Easements are generally accepted via land division for new development projects. However, two storm sewer easements need creation and acceptance as part of the new JBS development, and no further land divisions are needed. Therefore, we are processing this easement acceptance as a Planning Project.

Two separate storm sewer easements are required on two lots of the future development, commonly known as the JBS development area. A CSM was completed that created four lots with dedicated roads in this area. Two of those lots, Lot 1 and Lot 4, require easements. Easement exhibits are attached for each lot.

Staff supports this request.

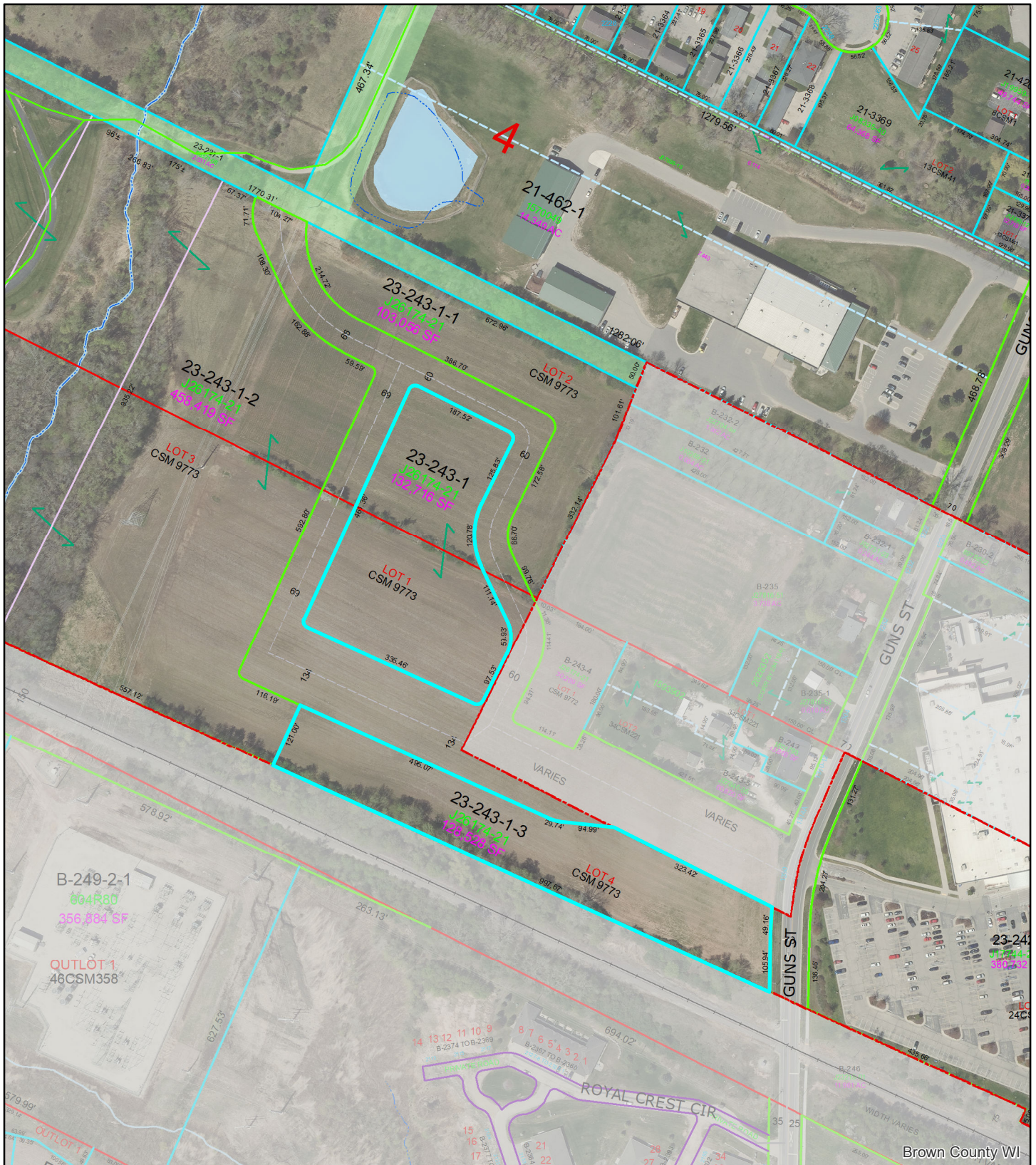
RECOMMENDATION

Approval of the Request.

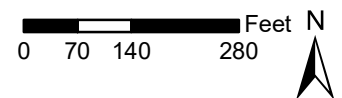
FISCAL IMPACT

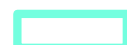
ATTACHMENTS

1. PP 25-02 Map
2. PP 25-02 Storm Sewer Exhibit - Lot 1
3. PP 25-02 Storm Sewer Exhibit - Lot 4



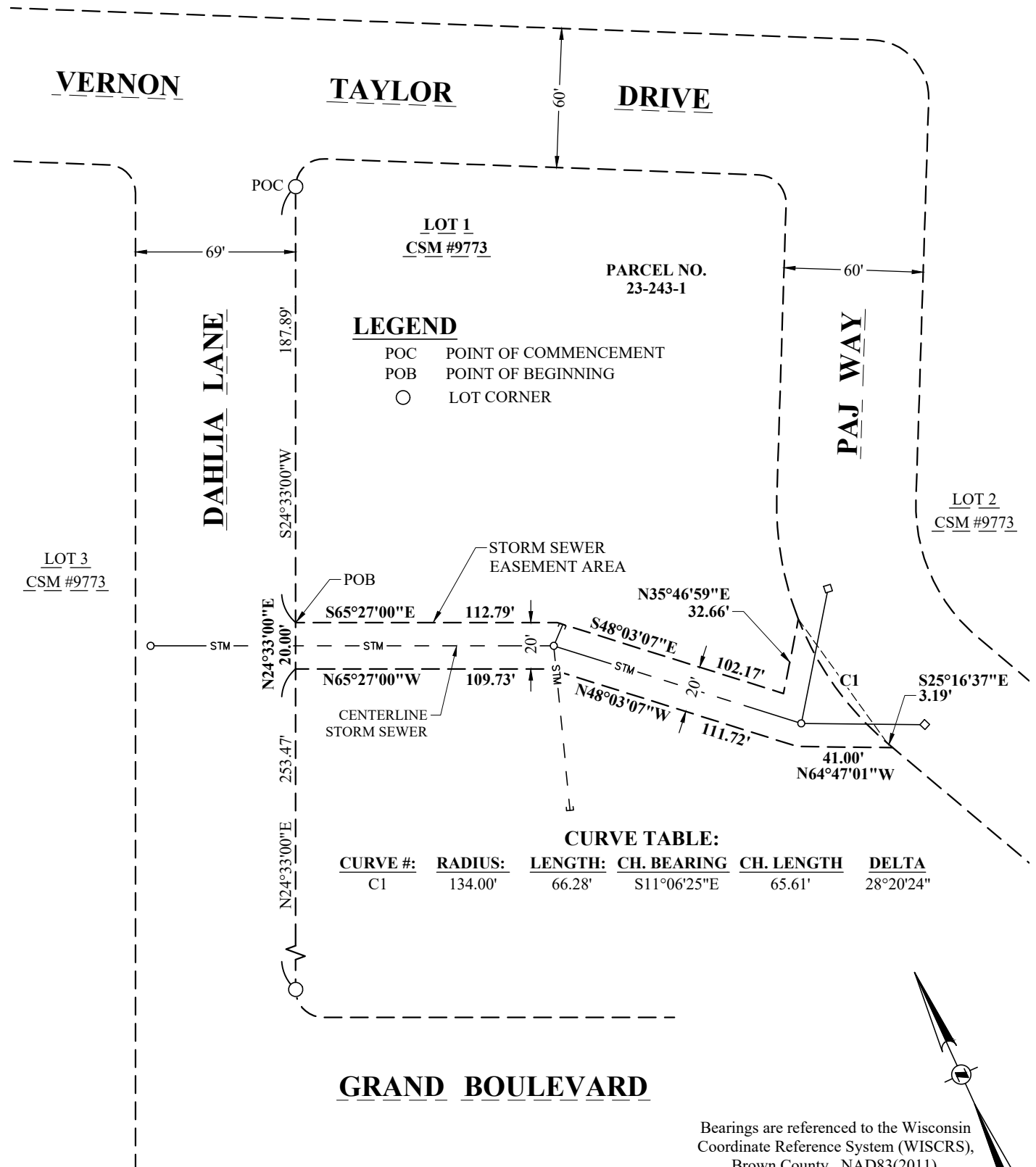
(PP 25-02) Easement Acceptance JBS Development, Guns Road



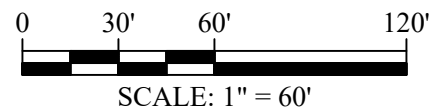
 Parcels 23-243-1 & 23-243-1-3

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 23 Jul 2025 X:\Planning\Basemaps\template_8.5x11.mxd

STORM SEWER EASEMENT



Bearings are referenced to the Wisconsin
Coordinate Reference System (WISCRS),
Brown County, NAD83(2011).



116 S Adams Street, Suite 201
Green Bay, WI 54301
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

Project No: 2022-0399
Drawn By: TMC
Sheet No: 1 of 2

GRaEF

STORM SEWER EASEMENT

LEGAL DESCRIPTION:

A variable width storm sewer easement located in Lot 1 of Certified Survey Map No. 9773, recorded as Document No. 3068067, being part of Private Claim 9, East Side Fox River, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the Northwesterly corner of said Lot 1, being a point on the Easterly right-of-way line of Dahlia Lane; Thence S24°33'00"W, 187.89 feet along the Westerly line of said Lot 1 and said Easterly right-of-way line to the point of beginning; Thence S65°27'00"E, 112.79 feet; Thence S48°03'07"E, 102.17 feet; Thence N35°46'59"E, 32.66 feet to the Easterly line of said Lot 1 and the Westerly right-of-way line of Paj Way; Thence Southeasterly 66.28 feet along said Easterly line and said Westerly right-of-way line, being the arc of a 134.00-foot radius curve to the left whose long chord bears S11°06'25"E, 65.61 feet; Thence S25°16'37"E, 3.19 feet along said Easterly line and said Westerly right-of-way line; Thence N64°47'01"W, 41.00 feet; Thence N48°03'07"W, 111.72 feet; Thence N65°27'00"W, 109.73 feet to said Westerly line of Lot 1 and said Easterly right-of-way line; Thence N24°33'00"E, 20.00 feet along said Westerly line and said Easterly right-of-way line to the point of beginning.

Described easement contains 5,454 Sq. Feet (0.125 Acres), more or less.

For Informational Purposes:

Part of Parcel No. 23-243-1

Owner: Redevelopment Authority of the City of Green Bay

Prepared for the City of Green Bay

Dated: June 4, 2025

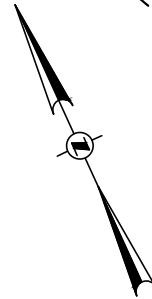


116 S Adams Street, Suite 201
Green Bay, WI 54301
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

Project No: 2022-0399
Drawn By: TMC
Sheet No: 2 of 2

STORM SEWER EASEMENT

Bearings are referenced to the Wisconsin
Coordinate Reference System (WISCRS),
Brown County, NAD83(2011).



DAHLIA LANE

LOT 1
CSM #9773

PAJ WAY

GRAND BOULEVARD

CENTERLINE
STORM SEWER

S65°27'00"E

20.00'

PARCEL NO.
23-243-1-3

STORM SEWER
EASEMENT AREA

LOT 4
CSM #9773

LOT 3
CSM #9773

96.00'

20'

121.00'

N24°18'54"E

STM

S24°18'54"W

S65°27'00"E

301.03'

N65°27'00"W

321.14'

POB

N24°33'00"E

25.00'

150'

WISCONSIN CENTRAL LTD. RAILROAD

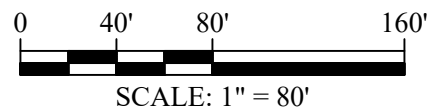
LEGEND

POB POINT OF BEGINNING
○ LOT CORNER

GRAEF

116 S Adams Street, Suite 201
Green Bay, WI 54301
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

Project No: 2022-0399
Drawn By: TMC
Sheet No: 1 of 2



STORM SEWER EASEMENT

LEGAL DESCRIPTION:

A variable width storm sewer easement located in Lot 4 of Certified Survey Map No. 9773, recorded as Document No. 3068067, being part of Private Claim 10, East Side Fox River, City of Green Bay, Brown County, Wisconsin described as follows:

Beginning at the Southwesterly corner of said Lot 4; Thence N24°33'00"E, 25.00 feet along the Westerly line of said Lot 4; Thence S65°27'00"E, 301.03 feet; Thence N24°18'54"E, 96.00 feet to the Northerly line of said Lot 4 and the Southerly right-of-way line of Grand Boulevard; Thence S65°27'00"E, 20.00 feet along said Northerly line and said Southerly right-of-way line; Thence S24°18'54"W, 121.00 feet to the Southerly line of said Lot 4 and the Northerly right-of-way line of the Wisconsin Central Railroad; Thence N65°27'00"W, 321.14 feet along said Southerly line and said Northerly right-of-way to the point of beginning.

Described easement contains 9,947 Sq. Feet (0.228 Acres), more or less.

For Informational Purposes:

Part of Parcel No. 23-243-1-3

Owner: Redevelopment Authority of the City of Green Bay

Prepared for the City of Green Bay

Dated: June 4, 2025



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Green Bay, WI 54301
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Project No: 2022-0399
Drawn By: TMC
Sheet No: 2 of 2



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # R.I

To hold until next Finance Committee Meeting on August 12, 2025 the City of Green Bay 2026 Fee Schedule resolution.

BACKGROUND

Annual review and changes to the City of Green Bay fee schedule resolution. The fees adopted will be reflected in the 2026 budget.

RECOMMENDATION

Approval of request.

FISCAL IMPACT

ATTACHMENTS

1. Draft Resolution Fee Schedule 2026 (redline)
2. Draft Resolution Fee Schedule 2026 (clean)

**RESOLUTION ADOPTING
CITY OF GREEN BAY 2026 FEE SCHEDULE**

August 5, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City of Green Bay 2026 Fee Schedule, attached hereto as Exhibit A, is hereby adopted.

Adopted _____

Approved _____

Eric Genrich, Mayor

law

Attachment – Exhibit A, City of Green 2026 Bay Fee Schedule

Exhibit A

CITY OF GREEN BAY

FEE SCHEDULE

Code Section	Description	2025 Fee	<u>2026 Fee</u>
Chapter 2—Administration			
2-217	Municipal vehicle registration fee	\$25.00	
	Exemption from the municipal vehicle registration fee for vehicles registered by the State of Wisconsin under Wis. Stats. § 341.26	\$5.00	
Chapter 4—Alcohol Beverages			
4-6	License fees		
	Class "A" (beer)	\$425.00	
	Class "B" (beer)	\$75.00	
	Special event or picnic license	\$10.00	
	"Class A" (liquor)	\$425.00	
	"Class B" (liquor)	\$475.00	
	Operator's license (two-year license)	\$50.00	
	Initial issuance of a reserve "Class B" (liquor) license	\$10,000.00	
	"Class C" (wine)	\$100.00	
	Provisional retail license	\$15.00	
	<u>Late Processing Fee</u>		<u>\$100.00</u>
	Publication fee	\$25.00	
	Background check fee	\$25.00	
	Limited Expansion of License Premise	\$10.00	
	Producer permittee for off the production premises	\$25.00	
Chapter 6—Animals			
6-1	Animal establishment license fee	\$100.00	
	For each male breeding dog	\$300.00	
	For each female breeding dog	\$250.00	
6-2	Dog and cat license tax		
	For a neutered male dog or cat	\$15.00	
	For a spayed female dog or cat	\$15.00	
	For an unneutered male dog or cat	\$30.00	
	For an unspayed female dog or cat	\$30.00	
	Late fee	\$5.00	
	Exotic animal		
	Duplicate collar tag fee	\$1.00	
6-3	License fee to keep hens	\$25.00	<u>\$75.00</u>
	Late fee	\$5.00	
6-4	Exotic animal permit	\$25.00	<u>\$30.00</u>
	Excess animal permit	\$25.00	<u>\$30.00</u>
6-11	Beekeeping annual permit fee	\$25.00	
Chapter 8—Buildings and construction			
8-47	One- and two-family residential construction plan approval		
	Principal-use building plan	\$50.00	<u>\$75.00</u>
	Accessory-use building plan	\$25.00	<u>\$50.00</u>
	HVAC plan – Energy (heat loss) calculations	\$0.00	
	Plumbing plan – Fixture list	\$0.00	
8-47	Multi-family residential construction plan approval		
	Principal-use building plan	\$100.00	<u>\$125.00</u>

	Accessory-use building plan	\$100.00	<u>\$125.00</u>
	Sign structural plan	\$50.00	<u>\$75.00</u>
	HVAC plan – Mechanical systems plan	\$100.00	<u>\$125.00</u>
	Plumbing system plan	\$100.00	<u>\$125.00</u>
	Commercial, educational, institutional, industrial plan approval		
	Principal-use building plan	\$100.00	<u>\$125.00</u>
	Accessory-use building plan	\$100.00	<u>\$125.00</u>
	Sign structural plan	\$50.00	<u>\$75.00</u>
	HVAC plan – Mechanical systems plan	\$100.00	<u>\$125.00</u>
	Plumbing system plan	\$100.00	<u>\$125.00</u>
	One- and two-family residential construction permits		
	Principal or accessory building permits		
	New construction (per sq. foot)	\$0.01	
	Windows/doors	\$50.00	<u>\$75.00</u>
	Move building	\$50.00	<u>\$75.00</u>
	Raze/demolish building	\$50.00	<u>\$75.00</u>
	Accessory structure building permits		
	Curb cut, culvert, driveway	\$50.00	<u>\$75.00</u>
	Landscape structures	\$50.00	<u>\$75.00</u>
	Fencing	\$50.00	<u>\$75.00</u>
	Hot tub, swimming pool	\$50.00	<u>\$75.00</u>
	Pond	\$50.00	<u>\$75.00</u>
	Satellite receiver	\$50.00	<u>\$75.00</u>
	Tower structure	\$50.00	<u>\$75.00</u>
	Subdivision or neighborhood identification signage		
	Base fee	\$40.00	<u>\$50.00</u>
	Additional fee per square foot	\$0.50	
	Multi-family residential construction permits		
	Principal or accessory building permits		
	General construction; new building (per sq. ft)	\$0.14	
	Roofing replacement	\$70.00	<u>\$100.00</u>
	Built-up or membrane (per sq. ft.)	\$0.01	
	Siding	\$70.00	<u>\$100.00</u>
	Brick veneer (per sq. ft.)	\$0.01	
	Move building	\$70.00	<u>\$100.00</u>
	Base fee	\$70.00	<u>\$100.00</u>
	Foundation area fee (per sq. ft.)	\$0.14	
	Raze/demolish building	\$70.00	<u>\$100.00</u>
	Accessory structures		
	Curb cut, culvert, driveway	\$70.00	<u>\$100.00</u>
	Landscape structures	\$70.00	<u>\$100.00</u>
	Fencing	\$70.00	<u>\$100.00</u>
	Hot tub, swimming pool	\$70.00	<u>\$100.00</u>
	Pond	\$70.00	<u>\$100.00</u>
	Satellite receiver	\$70.00	<u>\$100.00</u>
	Tower structure	\$70.00	<u>\$100.00</u>
	Subdivision or neighborhood identification signage		
	Base fee	\$40.00	<u>\$50.00</u>
	Additional fee per square foot	\$0.50	
8-47	Commercial, educational, institutional, industrial use building permits		

	Principal or accessory building permits			
		General construction building group 1: New building, etc. (per sq. ft)	\$0.07	
		General construction building group 2: New building, etc. (per sq. ft)	\$0.14	
		Roofing replacement: building group 1 & 2	\$70.00	<u>\$100.00</u>
		Built-up or membrane (per sq. ft.)	\$0.01	
		Siding	\$70.00	<u>\$100.00</u>
		Brick veneer (per sq. ft.)	\$0.01	
		Move building: building group 1 & 2		
		Base fee	\$70.00	<u>\$100.00</u>
		Foundation area fee (per sq. ft.)	\$0.14	
		Raze/demolish building	\$70.00	<u>\$100.00</u>
	Accessory structures			
		Curb cut, culvert, driveway	\$70.00	<u>\$100.00</u>
		Landscape structures	\$70.00	<u>\$100.00</u>
		Fencing	\$70.00	<u>\$100.00</u>
		Hot tub, swimming pool	\$70.00	<u>\$100.00</u>
		Pond	\$70.00	<u>\$100.00</u>
		Satellite receiver	\$70.00	<u>\$100.00</u>
		Tower structure	\$70.00	<u>\$100.00</u>
		Subdivision or neighborhood identification signage		
		Base fee	\$40.00	<u>\$50.00</u>
		Additional fee per square foot	\$0.50	
		Temporary or mobile sign	\$40.00	<u>\$50.00</u>
8-360	One- and two-family residential plumbing permit fees			
		General plumbing (per fixture)	\$7.00	
		Water service connection permit	\$30.00	<u>\$50.00</u>
		Sanitary sewer connection	\$30.00	<u>\$50.00</u>
		Storm sewer connection (each)	\$30.00	<u>\$50.00</u>
		Fire suppression system (per head) (\$70.00 minimum, increased per head, up to \$200.00)	\$2.50	
		Lawn sprinkler system-reduced pressure valve	\$50.00	<u>\$75.00</u>
		Water heater replacement	\$30.00	<u>\$50.00</u>
		Palmer valve	\$50.00	<u>\$75.00</u>
		Back water valve	\$30.00	<u>\$50.00</u>
	Multi-family residential plumbing permit fees			
		General plumbing (per fixture)	\$8.00	
		Water service connection permit	\$30.00	<u>\$50.00</u>
		Sanitary sewer connection	\$30.00	<u>\$50.00</u>
		Storm sewer connection (each)	\$30.00	<u>\$50.00</u>
		Fire suppression system (per head) (\$70.00 minimum, increased per head, up to \$200.00)	\$2.50	
		Lawn sprinkler system-reduced pressure valve	\$70.00	<u>\$100.00</u>
		Water heater replacement	\$70.00	<u>\$100.00</u>
	Commercial, educational, institutional, industrial use plumbing permits			
		General plumbing (per fixture)	\$8.00	
		Water service connection permit	\$30.00	<u>\$50.00</u>
8-360		Sanitary sewer connection	\$30.00	<u>\$50.00</u>
		Storm sewer connection (each)	\$30.00	<u>\$50.00</u>
		Fire suppression system (per head) (\$70.00 minimum,	\$2.50	

	increased per head, up to \$200.00)		
	Lawn sprinkler system-reduced pressure valve	\$70.00	<u>\$100.00</u>
	Water heater replacement	\$70.00	<u>\$100.00</u>
	Sewer cap	\$70.00	<u>\$100.00</u>
8-369	Private well operation permit fee	\$100.00	<u>\$125.00</u>
8-449	Re-inspections of electrical wiring	\$75.00	
8-451	One- and two-family residential electrical permits		
	General electrical system (per sq. foot)	\$0.05	
	Electrical service	\$50.00	
	Air conditioning addition	\$50.00	<u>\$75.00</u>
	Multi-family residential electrical permits		
	General electrical system (per sq. foot)	\$0.09	
	Electrical service – initial	\$70.00	<u>\$100.00</u>
	Electrical service – each additional	\$30.00	<u>\$50.00</u>
	Air conditioning addition	\$70.00	<u>\$100.00</u>
	Commercial, educational, institutional, industrial electrical permits		
	General electric – building group 1 (per sq. foot)	\$0.05	
	General electric – building group 2 (per sq. foot)	\$0.09	
	Project cost \$0-\$10,000	\$70.00	<u>\$100.00</u>
	Project cost \$10,001-\$50,000	\$140.00	<u>\$240.00</u>
	Project cost \$50,001-\$100,000	\$210.00	<u>\$310.00</u>
	Project cost \$100,001-\$200,000	\$300.00	<u>\$400.00</u>
	Project cost \$200,001-\$300,000	\$400.00	<u>\$500.00</u>
	Project cost greater than \$300,000	\$500.00	<u>\$600.00</u>
	Additional fee per \$100,000 above \$300,000	\$100.00	
	Internally or externally illuminated sign	\$70.00	<u>\$100.00</u>
8-629	Roominghouse/shelter facility permit fee	\$30.00	<u>\$50.00</u>
	Additional fee per dwelling unit or rooming unit	\$10.00	
8-671	Penalty fee for renewal mobile home park license applications postmarked after June 30	\$25.00	<u>\$50.00</u>
8-478	One- and two-family residential mechanical (HVAC) permits		
	General HVAC system (per sq. foot)	\$0.05	
	Heating unit replacement	\$50.00	<u>\$75.00</u>
	Air conditioning addition (per unit)	\$50.00	<u>\$75.00</u>
	Multi-family residential mechanical (HVAC) permits		
	General HVAC system (per sq. foot)	\$0.09	
	Heating unit replacement	\$70.00	<u>\$100.00</u>
	Air conditioning addition/replacement (per unit)	\$70.00	<u>\$100.00</u>
	Commercial, educational, institutional, industrial use mechanical (HVAC) permits		
	General HVAC: ductless unit-heater systems only (per sq. foot)	\$0.05	
	General HVAC: ducted or hydronic (per sq. foot)	\$0.09	
	Heating unit replacement	\$70.00	<u>\$100.00</u>
	Air conditioning addition/replacement (per unit)	\$70.00	<u>\$100.00</u>
Chapter 10—Businesses			
10-19	License for the sale of each of the following or the conduct of the business or activity		
	Ambulances		
	Per vehicle for first vehicle licensed by any person	\$50.00	
10-19	Per additional vehicle	\$25.00	

	Auto salvage	\$100.00	
	Billiard and pool tables, gamerooms, per table or gameroom	\$5.00	
	Cigarettes	\$100.00	
	Change of agent	\$10.00	
	Junk and secondhand dealers		
	For maintaining a building, warehouse, or yard	\$50.00	
	For each hand-drawn vehicle used for junk dealing	\$1.00	
	For each vehicle other than hand drawn	\$3.00	
	Secondhand article dealer permit	\$27.50	
	Secondhand jewelry dealer permit	\$30.00	
	Secondhand article dealer: mall/flea market permit	\$165.00	
	Parades	\$0.00	
	Pawn brokers	\$210.00	
	Residential building contractors		
	Initial	\$25.00	
	Renewal	\$10.00	
	Temporary permit	\$0.00	
	Taxicab business licenses		
	For an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00	
	For a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00	
	For any other person		
	For each taxicab with a capacity of seven or fewer passengers, not including the driver	\$25.00	
	For each taxicab with a capacity of eight to 15 passengers, not including the driver	\$50.00	
	Taxicab operator's licenses		
	For an operator employed by an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00	
	For an operator employed by a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00	
	For any other person	\$50.00	
10-90	Auto salvage storage permit fee	\$100.00	
10-92	Newspaper vending machine permit fee	\$50.00	
10-93	Parklet permit fee	\$200.00	
10-95	Massage establishment license fee	\$75.00	<u>\$150.00</u>
10-140	Temporary facility license fee	\$25.00	
10-142	Facility license fee		
	If the premises is not also licensed under Ch. 4, GBMC	\$75.00	
	If the premises is also licensed under Ch. 4, GBMC	\$25.00	
10-143	Facility operator's license fee	\$10.00	
10-203	Sexually-oriented adult entertainment establishment license fee	\$750.00	
10-205	Sexually-oriented adult entertainment establishment license renewal fee	\$250.00	
10-210	Sexually-oriented adult entertainment establishment employee registration fee	\$30.00	
10-238	Escort service application fee	\$500.00	
	Escort service license fee	\$500.00	
10-240	Escort service license renewal fee	\$500.00	
10-243	Escort registration fee	\$25.00	

10-274	Direct sales permit fee			<u>\$50.00</u>
	Temporary (30-day)		\$100.00	
	Annual		\$350.00	
	Request for additional locations beyond three		\$50.00	
	Request for change of location		\$10.00	
10-274	Solicitor's permit fee			<u>\$50.00</u>
	Temporary (30-day)		\$25.00	
	Annual		\$100.00	
10-342	Junk dealer annual fee		\$50.00	
10-344	Junk dealer daily reporting failure fee		\$10.00	
10-374	Junk collector annual fee		\$3.00	
10-428	Special event fee – Simple event			
	Small non-profit park event fee			
	Resident a A pplication fee		\$25.00	
	Late application fee		\$25.00	
	First time event additional fee		\$50.00	
	Event location change fee		\$0.00	
	Event cancellation fee		\$10.00	
	Small non-profit block party			
	Resident application fee		\$50.00	
	Late application fee		\$25.00	
	First time event additional fee		\$50.00	
	Event location change fee		\$0.00	
	Event cancellation fee		\$10.00	
	Special event fee – Small events			
	Athletic Event			
	Resident a A pplication fee		\$100.00	
	Non-resident application fee		\$150.00	
	Late application fee		\$50.00	
	First time event additional fee		\$175.00	
	Event location change fee		\$25.00	
	Event cancellation fee		\$25.00	
	All other small events			
	Resident a A pplication fee		\$50.00	
	Non-resident application fee		\$75.00	
	Late application fee		\$25.00	
	First time event additional fee		\$88.00	
	Event location change fee		\$13.00	
	Event cancellation fee		\$13.00	
	Special event fee – Medium events			
	Athletic Event			
	Resident a A pplication fee		\$200.00	
	Non-resident application fee		\$300.00	
	Late application fee		\$100.00	
	First time event additional fee		\$350.00	
	Event location change fee		\$50.00	
	Event cancellation fee		\$50.00	
	All other medium events			
	Resident a A pplication fee		\$175.00	
	Non-resident application fee		\$263.00	
	Late application fee		\$88.00	
10-428	First time event additional fee		\$306.00	

		Event location change fee	\$44.00	
		Event cancellation fee	\$44.00	
		Special event fee – Large events		
		Athletic Event		
		Resident a A pplication fee	\$300.00	
		Non-resident application fee	\$450.00	
		Late application fee	\$150.00	
		First time event additional fee	\$525.00	
		Event location change fee	\$75.00	
		Event cancellation fee	\$75.00	
		All other large events		
		Resident a A pplication fee	\$275.00	
		Non-resident application fee	\$413.00	
		Late application fee	\$138.00	
		First time event additional fee	\$481.00	
		Event location change fee	\$69.00	
		Event cancellation fee	\$69.00	
		Special event fee - Small budget film/ photography		
		Resident a A pplication fee	\$25.00	
		Non-resident application fee	\$38.00	
		Late application fee	\$13.00	
		Event location change fee	\$6.00	
		Event cancellation fee	\$6.00	
		Special event fee - Special hazard event		
		Resident a A pplication fee	\$500.00	
		Non-resident application fee	\$750.00	
		Late application fee	\$250.00	
		First time event additional fee	\$875.00	
		Event location change fee	\$125.00	
		Event cancellation fee	\$125.00	
		Reoccurring events (all types)		
		First through fourth event	100% of fee	
		Fifth through tenth event	75% of fee	
		Eleven or more events	50% of fee	
10-458		Public vehicle business license fee	\$25.00	
		Public vehicle business motor vehicle inspection fee	\$25.00	
10-459		Public vehicle business operator's license fee	\$50.00	
10-493		Commercial quadricycle business license fee	\$25.00	
		Commercial quadricycle inspection fee	\$25.00	
10-494		Commercial quadricycle operator's license fee	\$50.00	
10-514		Underground sprinkler license fee	\$25.00	
10-544		Lobbyist registration fee	\$20.00	
10-574		Mobile food establishment license to operate fee		
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00	
		If the license is in connection with an existing City-based business that sells food-based products	\$50.00	
		Mobile food establishment license to operate renewal fee		
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00	
10-574		If the license is in connection with an existing City-based business that sells food-based products	\$50.00	

10-599	Tree and brush trimmer license fee	\$25.00	
10-634	Weights and measures fees		
	Annual processing fee	\$30.00	
	Product look-up (PLU) or scanner system	\$100.00	
	Electronic cash register (ECR) interfaced with other devices (per register)	\$30.00	
	Scales (1-50 lbs.) (per device)	\$35.00	
	Scales (>50 lbs. up to 1,000 lbs.) (per device)	\$30.00	
	Sensitive scale (prescription, jewelry, precious metal) (per device)	\$60.00	
	Vehicle scales (per device)	\$100.00	
	Livestock scales (per device)	\$100.00	
	Auto recycling machine (per device)	\$100.00	
	Vehicle tank meters, petroleum products (per device)	\$35.00	
	Vehicle tank meters, lubricant products (per device)	\$35.00	
	LMDs (per device or grade listed on dispenser)	\$30.00	
	LMDs high output device (per device)	\$35.00	
	LMDs marina fuel dispenser (per device)	\$30.00	
	Coin operated timer (per device)	\$5.00	
	Taxi cab meter (per device)	\$25.00	
	Miscellaneous device (per hour)	\$50.00	
	Re-inspection after follow-up compliance inspection (per inspection)	\$75.00	
10-740	Alarm business permit fee	\$50.00	
10-741	Alarm user permit fee		
	For an alarm user who is residential obtaining a hold-up alarm or other burglar alarm system	\$25.00	
	For an alarm user who is not residential obtaining a hold-up alarm system or burglar alarm system, a fire alarm system, or both	\$40.00	
10-742	False alarm on hold-up alarms		
	Premises holding a permit		
	Second false hold-up alarm	\$100.00	
	Third false hold-up alarm	\$200.00	
	Fourth and subsequent false hold-up alarms	\$350.00	
	Premises without a permit		
	First false hold-up alarm	\$100.00	
	Second false hold-up alarm	\$200.00	
	Third and subsequent false hold-up alarms	\$350.00	
	False alarm on alarm systems other than hold-up alarms		
	Premises holding a permit		
	Second false alarm	\$50.00	
	Third false alarm	\$75.00	
	Fourth false alarm	\$125.00	
	Fifth and subsequent false alarms	\$250.00	
	Premises without a permit		
	First false alarm	\$50.00	
	Second false alarm	\$75.00	
10-742	Third false alarm	\$125.00	
	Fourth and subsequent false alarms	\$250.00	

Chapter 16—Environment			
16-40	Erosion control permit		
16-40	One- and two-family residential	\$100.00	
	Multi-family residential	\$150.00	
	Commercial, educational, institutional, industrial uses	\$150.00	
	Underground utilities	\$100.00	
	Other construction sites commencing a land disturbing activity	\$100.00	
	Reinspection fee	\$75.00	
16-81	Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU))	\$4,200.00	
16-82	Storm water management plan permit fee	\$500.00	
	Private storm water management practice inspection fee	\$100.00	
Chapter 18—Fire Prevention and Control			
18-66	Re-inspections for compliance with Ch. 18, Art. II, GBMC	\$75.00	
18-93	Permit fee for the purchase and use within the City of those classes of fireworks or pyrotechnics authorized by said statute	\$200.00	
18-93	Permit fee for the sale of fireworks within the City of those classes of fireworks authorized by statute	\$600.00	
Chapter 24—Nuisances			
24-84	Unmanaged vegetative growth removal		
	Administrative charge (per parcel)	\$82.00	<u>\$84.00</u>
	Labor cost (per hour)	\$86.00	<u>\$89.00</u>
	Equipment cost (per hour)	\$82.00	<u>\$83.00</u>
	Minimum total charge (1/2 hour)	\$166.00	<u>\$171.00</u>
Chapter 28—Parks and Recreation			
28-3	Protection of parks and greenways		
	Encroachment fee	\$75.00	
28-7	Metro Boat Launch		
	Daily launch fee	\$6.00	
	Season launch pass	\$60.00	
	Seniors season launch pass	\$50.00	
	Commercial season launch pass	\$75.00	
Chapter 32—Solid Waste			
32-2	Yard waste collection		
	Hourly rate	\$219.00	<u>\$231.00</u>
	Minimum fee (1/3 hour plus administrative fee)	\$93.00	<u>\$97.00</u>
	Administrative fee	\$20.00	
	Bulk waste collection		
	0-3 cubic yards	\$100.00	<u>\$105.00</u>
	3-10 cubic yards	\$205.00	<u>\$210.00</u>
	10+ cubic yards	\$305.00	<u>\$315.00</u>
	Appliance collection		
	Refrigerators/Freezers (each)	\$51.00	<u>\$52.00</u>
	Appliances with freon (each)	\$51.00	<u>\$52.00</u>
	All other appliances	\$35.00	
	Electronics collection (each)	\$65.00	
	Tipper carts		
32-2	Garbage – 96 gallon (plus sales tax)	\$100.00	
	Recycling – 96 gallon (plus sales tax)	\$100.00	
	Improper cart storage (per violation)	\$39.00	

	Early/Late setout (per violation)	\$65.00	<u>\$66.00</u>
	Recycling in garbage cart (per violation)	\$65.00	<u>\$66.00</u>
	Garbage in recycling cart (per violation)	\$65.00	<u>\$66.00</u>
32-3			
	Per vehicle for first vehicle licensed by any person	\$25.00	
	Per additional vehicle	\$5.00	
Chapter 34—Streets, Sidewalks, and Other Public Places			
34-5	Excavation/ <u>obstruction</u> permit fee (<u>base fee</u>)	\$50.00	<u>\$75.00</u>
	First 100 square feet of excavation	\$37.80	<u>38.00</u>
	Each additional 100 square feet of excavation	\$7.60	<u>8.00</u>
	Permanent repair of excavated pavement		
	Asphalt streets – Administrative fee (all streets)	\$45.00	
	Asphalt streets – Concrete base (sq yard)	\$80.00	<u>\$85.00</u>
	Asphalt streets – Gravel base (sq yard)	\$145.00	<u>\$148.00</u>
	Concrete streets – Administrative fee	\$45.00	
	Concrete streets (sq yard)	**	
	**Actual Cost from Annual Pavement Repair Contract		
34-8	Sidewalk builder's license fee	\$25.00	<u>\$50.00</u>
34-14	Sidewalk snow and ice management fees		
	Base fee (per instance)	\$69.00	<u>\$71.00</u>
	Snow/Ice removal fee (per linear foot)	\$0.28	
34-64	Leicht park dock fee – Cruise ship dockage		
	Per day	\$1,500.00	
	Per day/evening	\$2,000.00	
Chapter 36—Subdivisions			
36-34	Review fees		
	Preliminary city/extraterritorial subdivision plat	\$150.00	
	Additional fee per lot/outlot	\$35.00	
	Preliminary city/extraterritorial certified survey map ("CSM")	\$250.00	
	Final city/extraterritorial subdivision plat	\$150.00	
	City/extraterritorial subdivision/CSM variance	\$150.00	
	Preliminary condominium plat	\$250.00	
	Additional fee per lot/outlot	\$35.00	
	Final condominium plat	\$150.00	
36-175	<u>Subdivision Variance</u>	\$150.00	<u>\$200.00</u>
36-558	Parkland development fee	\$350.00	
36-580	Street tree fee (per tree, calculated at 1 tree per 50 linear feet of right-of-way frontage)	\$100.00	
36-581	<u>Postponement of development fee</u>	\$100.00	<u>\$100.00</u>
Chapter 42— Utilities			
42-203	Equivalent runoff unit (ERU) credit application fee	\$50.00	
Chapter 44—Zoning			
44-82	Zoning amendment fee	\$375.00	
44-83	Conditional use permit fee	\$375.00	
44-112	Homebased occupation fee – Initial	\$25.00	
	Renewal – Annual	\$10.00	
44-1552	Work done without Certificate of Appropriateness (per day)	\$50.00	
44-1580	Short Term Rental Permit – Initial	\$500.00	
	Short Term Rental Permit – Annual Renewal	\$250.00	
44-1890	One- and two-family residential site plan approval		

44-1890	Principal use building & site development, area smaller than \$1,000 square feet		\$25.00	
	Principal use building & site development, area \$1,000 square feet or larger		\$50.00	
	Accessory use building, area larger than 150 square feet only		\$25.00	
	Fencing – new construction		\$0.00	
	Landscaping: land-disturbing activity or new structure		\$25.00	
	Tower structure – new construction		\$25.00	
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron		\$25.00	
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)		\$25.00	
	New or reconstructed subdivision or neighborhood identification signage		\$25.00	
	Floodplain land use approval		\$50.00	
	Shoreland/wetland land use approval		\$50.00	
	Board of Appeals application and hearing fee		\$125.00	<u>\$225.00</u>
	<u>Board of Appeals application and hearing fee for work already started or completed</u>			<u>\$450.00</u>
	Multi-family residential site plan approval			
	Principal use building & site development			
		Base Fee	\$50.00	
		Additional fee per 1,000 sq. feet	\$5.00	
	Accessory use building			
		Base Fee	\$50.00	
		Additional fee per 1,000 sq. feet	\$5.00	
	Fencing – new construction		\$50.00	
	Landscaping: land-disturbing activity or new structure		\$50.00	
	Tower structure – new construction		\$50.00	
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron			
		Base Fee	\$50.00	
		Additional fee per 1,000 sq. feet	\$5.00	
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)			
		Base Fee	\$50.00	
		Additional fee per 1,000 sq. feet	\$5.00	
	New or reconstructed subdivision or neighborhood identification signage		\$25.00	
	Floodplain land use approval		\$50.00	
	Shoreland/wetland land use approval		\$50.00	
	Board of Appeals application and hearing fee		\$250.00	<u>\$350.00</u>
	<u>Board of Appeals application and hearing fee for work already started or completed</u>			<u>\$700.00</u>
	Commercial, educational, institutional, industrial use site plan approval			
	Principal use building & site development			
		Base Fee	\$50.00	
		Additional fee per 1,000 sq. feet	\$5.00	
	Accessory use building			
		Base Fee	\$50.00	

	Additional fee per 1,000 sq. feet	\$5.00	
	Fencing – new construction	\$50.00	
	Landscaping: land-disturbing activity or new structure	\$50.00	
	Tower structure – new construction	\$50.00	
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	\$50.00	
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	\$50.00	
	New or reconstructed subdivision or neighborhood identification signage	\$25.00	
	Floodplain land use approval	\$50.00	
	Shoreland/wetland land use approval	\$50.00	
	Board of Appeals application and hearing fee	\$250.00	<u>\$350.00</u>
	<u>Board of Appeals application and hearing fee for work already started or completed</u>		<u>\$700.00</u>
44-2050	<u>Planned Unit Development (new)</u>	\$425.00	<u>\$600.00</u>
	<u>Planned Unit Development (amendment)</u>	\$425.00	<u>\$250.00</u>
Other services			
	One- and two-family residential		
	Certificate of occupancy	\$30.00	<u>\$75.00</u>
	Floodplain certificate	\$50.00	
	Property compliance letter	\$30.00	
	Reinspection fee	\$75.00	
	Uniform dwelling code seal	\$30.00	
	Zoning certificate (initial letter)	\$50.00	
	Zoning certificate (reprinted)	\$0.00	
	Multi-family residential		
	Certificate of occupancy	\$30.00	<u>\$75.00</u>
	Floodplain certificate	\$50.00	
	Property compliance letter	\$30.00	
	Reinspection fee	\$75.00	
	Zoning certificate (initial letter)	\$50.00	<u>\$100.00</u>
	Zoning certificate (reprinted)	\$0.00	
	Commercial, educational, institutional, industrial uses		
	Certificate of occupancy	\$50.00	<u>\$75.00</u>
	Business license compliance letter	\$50.00	
	Floodplain certificate	\$50.00	
	Property compliance letter	\$30.00	
	Reinspection fee	\$75.00	
	Zoning certificate (initial letter)	\$50.00	<u>\$100.00</u>
	Zoning certificate (reprinted)	\$10.00	
Miscellaneous			
	Other miscellaneous fees may also be established by policy approved by the Council from time to time		
	Planned Unit Development and PUD Amendment fee	\$425.00	
	Postponement of Development Fees	\$100.00	
	Development District Map Amendment	\$200.00	
	Official Map Amendment	\$200.00	
	Discontinuance of a Public Utility Easement	\$200.00	
	Declare City Property "City Surplus"	\$200.00	
	Street Name Change	\$200.00	

	Vacate Street/Alley/Pedestrian Way	\$300.00	
	Comprehensive Plan Amendment	\$275.00	<u>\$375.00</u>
	Sign – Permanent (plus \$.50 per square foot)	\$40.00	
	Sign – Temporary	\$40.00	
	Board of Appeals Initiation – All Other	\$250.00	<u>\$350.00</u>
	<u>Board of Appeals application and hearing fee for work already started or completed (including interpretation appeals where work has already been started or completed)</u>		<u>\$700.00</u>
	Land Use Permit	\$50.00	
	Temporary Use Permit	\$25.00	
	Annexation	\$150.00	<u>\$0.00</u>
	Cell Tower – Buildings and Colocations	\$500.00	
	Cell Tower – New Towers	\$1,000.00	
	<u>Public Utility Easement Acceptance</u>		<u>\$200.00</u>
	<u>Plan Examination Special Consultation (two or more staff reviews)</u>		<u>\$50.00</u>
	Tax Incremental Financing fee		
	Projects less than \$5 million dollars	\$500.00	
	Projects more than \$5 million dollars but less than \$10 million dollars	\$1,000.00	
	Projects more than \$10 million dollars	\$2,500.00	

**RESOLUTION ADOPTING
CITY OF GREEN BAY 2026 FEE SCHEDULE**

August 5, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City of Green Bay 2026 Fee Schedule, attached hereto as Exhibit A, is hereby adopted.

Adopted _____

Approved _____

Eric Genrich, Mayor

law

Attachment – Exhibit A, City of Green 2026 Bay Fee Schedule

Exhibit A

CITY OF GREEN BAY

FEE SCHEDULE

Code Section	Description	2026 Fee
Chapter 2—Administration		
2-217	Municipal vehicle registration fee	\$25.00
	Exemption from the municipal vehicle registration fee for vehicles registered by the State of Wisconsin under Wis. Stats. § 341.26	\$5.00
Chapter 4—Alcohol Beverages		
4-6	License fees	
	Class "A" (beer)	\$425.00
	Class "B" (beer)	\$75.00
	Special event or picnic license	\$10.00
	"Class A" (liquor)	\$425.00
	"Class B" (liquor)	\$475.00
	Operator's license (two-year license)	\$50.00
	Initial issuance of a reserve "Class B" (liquor) license	\$10,000.00
	"Class C" (wine)	\$100.00
	Provisional retail license	\$15.00
	Late Processing Fee	\$100.00
	Publication fee	\$25.00
	Background check fee	\$25.00
	Limited Expansion of License Premise	\$10.00
	Producer permittee for off the production premises	\$25.00
Chapter 6—Animals		
6-1	Animal establishment license fee	\$100.00
	For each male breeding dog	\$300.00
	For each female breeding dog	\$250.00
6-2	Dog and cat license tax	
	For a neutered male dog or cat	\$15.00
	For a spayed female dog or cat	\$15.00
	For an unneutered male dog or cat	\$30.00
	For an unsplayed female dog or cat	\$30.00
	Late fee	\$5.00
	Exotic animal	
6-3	Duplicate collar tag fee	\$1.00
	License fee to keep hens	\$75.00
6-4	Late fee	\$5.00
	Exotic animal permit	\$30.00
6-11	Excess animal permit	\$30.00
	Beekeeping annual permit fee	\$25.00
Chapter 8—Buildings and construction		
8-47	One- and two-family residential construction plan approval	
	Principal-use building plan	\$75.00
	Accessory-use building plan	\$50.00
	HVAC plan – Energy (heat loss) calculations	\$0.00
	Plumbing plan – Fixture list	\$0.00
8-47	Multi-family residential construction plan approval	
	Principal-use building plan	\$125.00

	Accessory-use building plan	\$125.00
	Sign structural plan	\$75.00
	HVAC plan – Mechanical systems plan	\$125.00
	Plumbing system plan	\$125.00
	Commercial, educational, institutional, industrial plan approval	
	Principal-use building plan	\$125.00
	Accessory-use building plan	\$125.00
	Sign structural plan	\$75.00
	HVAC plan – Mechanical systems plan	\$125.00
	Plumbing system plan	\$125.00
	One- and two-family residential construction permits	
	Principal or accessory building permits	
	New construction (per sq. foot)	\$0.01
	Windows/doors	\$75.00
	Move building	\$75.00
	Raze/demolish building	\$75.00
	Accessory structure building permits	
	Curb cut, culvert, driveway	\$75.00
	Landscape structures	\$75.00
	Fencing	\$75.00
	Hot tub, swimming pool	\$75.00
	Pond	\$75.00
	Satellite receiver	\$75.00
	Tower structure	\$75.00
	Subdivision or neighborhood identification signage	
	Base fee	\$50.00
	Additional fee per square foot	\$0.50
	Multi-family residential construction permits	
	Principal or accessory building permits	
	General construction; new building (per sq. ft)	\$0.14
	Roofing replacement	\$100.00
	Built-up or membrane (per sq. ft.)	\$0.01
	Siding	\$100.00
	Brick veneer (per sq. ft.)	\$0.01
	Move building	\$100.00
	Base fee	\$100.00
	Foundation area fee (per sq. ft.)	\$0.14
	Raze/demolish building	\$100.00
	Accessory structures	
	Curb cut, culvert, driveway	\$100.00
	Landscape structures	\$100.00
	Fencing	\$100.00
	Hot tub, swimming pool	\$100.00
	Pond	\$100.00
	Satellite receiver	\$100.00
	Tower structure	\$100.00
	Subdivision or neighborhood identification signage	
	Base fee	\$50.00
	Additional fee per square foot	\$0.50
8-47	Commercial, educational, institutional, industrial use building permits	

	Principal or accessory building permits		
		General construction building group 1: New building, etc. (per sq. ft)	\$0.07
		General construction building group 2: New building, etc. (per sq. ft)	\$0.14
		Roofing replacement: building group 1 & 2	\$100.00
		Built-up or membrane (per sq. ft.)	\$0.01
		Siding	\$100.00
		Brick veneer (per sq. ft.)	\$0.01
		Move building: building group 1 & 2	
		Base fee	\$100.00
		Foundation area fee (per sq. ft.)	\$0.14
		Raze/demolish building	\$100.00
	Accessory structures		
		Curb cut, culvert, driveway	\$100.00
		Landscape structures	\$100.00
		Fencing	\$100.00
		Hot tub, swimming pool	\$100.00
		Pond	\$100.00
		Satellite receiver	\$100.00
		Tower structure	\$100.00
		Subdivision or neighborhood identification signage	
		Base fee	\$50.00
		Additional fee per square foot	\$0.50
		Temporary or mobile sign	\$50.00
8-360	One- and two-family residential plumbing permit fees		
		General plumbing (per fixture)	\$7.00
		Water service connection permit	\$50.00
		Sanitary sewer connection	\$50.00
		Storm sewer connection (each)	\$50.00
		Fire suppression system (per head) (\$70.00 minimum, increased per head, up to \$200.00)	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$75.00
		Water heater replacement	\$50.00
		Palmer valve	\$75.00
		Back water valve	\$50.00
	Multi-family residential plumbing permit fees		
		General plumbing (per fixture)	\$8.00
		Water service connection permit	\$50.00
		Sanitary sewer connection	\$50.00
		Storm sewer connection (each)	\$50.00
		Fire suppression system (per head) (\$70.00 minimum, increased per head, up to \$200.00)	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$100.00
		Water heater replacement	\$100.00
	Commercial, educational, institutional, industrial use plumbing permits		
		General plumbing (per fixture)	\$8.00
		Water service connection permit	\$50.00
8-360		Sanitary sewer connection	\$50.00
		Storm sewer connection (each)	\$50.00
		Fire suppression system (per head) (\$70.00 minimum,	\$2.50

	increased per head, up to \$200.00)	
	Lawn sprinkler system-reduced pressure valve	\$100.00
	Water heater replacement	\$100.00
	Sewer cap	\$100.00
8-369	Private well operation permit fee	\$125.00
8-449	Re-inspections of electrical wiring	\$75.00
8-451	One- and two-family residential electrical permits	
	General electrical system (per sq. foot)	\$0.05
	Electrical service	\$50.00
	Air conditioning addition	\$75.00
	Multi-family residential electrical permits	
	General electrical system (per sq. foot)	\$0.09
	Electrical service – initial	\$100.00
	Electrical service – each additional	\$50.00
	Air conditioning addition	\$100.00
	Commercial, educational, institutional, industrial electrical permits	
	General electric – building group 1 (per sq. foot)	\$0.05
	General electric – building group 2 (per sq. foot)	\$0.09
	Project cost \$0-\$10,000	\$100.00
	Project cost \$10,001-\$50,000	\$240.00
	Project cost \$50,001-\$100,000	\$310.00
	Project cost \$100,001-\$200,000	\$400.00
	Project cost \$200,001-\$300,000	\$500.00
	Project cost greater than \$300,000	\$600.00
	Additional fee per \$100,000 above \$300,000	\$100.00
	Internally or externally illuminated sign	\$100.00
8-629	Roominghouse/shelter facility permit fee	\$50.00
	Additional fee per dwelling unit or rooming unit	\$10.00
8-671	Penalty fee for renewal mobile home park license applications postmarked after June 30	\$50.00
8-478	One- and two-family residential mechanical (HVAC) permits	
	General HVAC system (per sq. foot)	\$0.05
	Heating unit replacement	\$75.00
	Air conditioning addition (per unit)	\$75.00
	Multi-family residential mechanical (HVAC) permits	
	General HVAC system (per sq. foot)	\$0.09
	Heating unit replacement	\$100.00
	Air conditioning addition/replacement (per unit)	\$100.00
	Commercial, educational, institutional, industrial use mechanical (HVAC) permits	
	General HVAC: ductless unit-heater systems only (per sq. foot)	\$0.05
	General HVAC: ducted or hydronic (per sq. foot)	\$0.09
	Heating unit replacement	\$100.00
	Air conditioning addition/replacement (per unit)	\$100.00
Chapter 10—Businesses		
10-19	License for the sale of each of the following or the conduct of the business or activity	
	Ambulances	
	Per vehicle for first vehicle licensed by any person	\$50.00
10-19	Per additional vehicle	\$25.00

	Auto salvage	\$100.00
	Billiard and pool tables, gamerooms, per table or gameroom	\$5.00
	Cigarettes	\$100.00
	Change of agent	\$10.00
	Junk and secondhand dealers	
	For maintaining a building, warehouse, or yard	\$50.00
	For each hand-drawn vehicle used for junk dealing	\$1.00
	For each vehicle other than hand drawn	\$3.00
	Secondhand article dealer permit	\$27.50
	Secondhand jewelry dealer permit	\$30.00
	Secondhand article dealer: mall/flea market permit	\$165.00
	Parades	\$0.00
	Pawn brokers	\$210.00
	Residential building contractors	
	Initial	\$25.00
	Renewal	\$10.00
	Temporary permit	\$0.00
	Taxicab business licenses	
	For an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00
	For a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00
	For any other person	
	For each taxicab with a capacity of seven or fewer passengers, not including the driver	\$25.00
	For each taxicab with a capacity of eight to 15 passengers, not including the driver	\$50.00
	Taxicab operator's licenses	
	For an operator employed by an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00
	For an operator employed by a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00
	For any other person	\$50.00
10-90	Auto salvage storage permit fee	\$100.00
10-92	Newspaper vending machine permit fee	\$50.00
10-93	Parklet permit fee	\$200.00
10-95	Massage establishment license fee	\$150.00
10-140	Temporary facility license fee	\$25.00
10-142	Facility license fee	
	If the premises is not also licensed under Ch. 4, GBMC	\$75.00
	If the premises is also licensed under Ch. 4, GBMC	\$25.00
10-143	Facility operator's license fee	\$10.00
10-203	Sexually-oriented adult entertainment establishment license fee	\$750.00
10-205	Sexually-oriented adult entertainment establishment license renewal fee	\$250.00
10-210	Sexually-oriented adult entertainment establishment employee registration fee	\$30.00
10-238	Escort service application fee	\$500.00
	Escort service license fee	\$500.00
10-240	Escort service license renewal fee	\$500.00
10-243	Escort registration fee	\$25.00

10-274	Direct sales permit fee	\$50.00
	Solicitor's permit fee	\$50.00
10-342	Junk dealer annual fee	\$50.00
10-344	Junk dealer daily reporting failure fee	\$10.00
10-374	Junk collector annual fee	\$3.00
10-428	Special event fee – Simple event	
	Small non-profit event fee	
	Application fee	\$25.00
	Late application fee	\$25.00
	Special event fee – Small events	
	Athletic Event	
	Application fee	\$100.00
	Late application fee	\$50.00
	Application fee	\$50.00
	Late application fee	\$25.00
	Special event fee – Medium events	
	Athletic Event	
	Application fee	\$200.00
	Late application fee	\$100.00
	All other medium events	
	Application fee	\$175.00
	Late application fee	\$88.00
	Special event fee – Large events	
	Athletic Event	
	Application fee	\$300.00
	Late application fee	\$150.00
	All other large events	
	Application fee	\$275.00
	Late application fee	\$138.00
	Special event fee - Small budget film/ photography	
	Application fee	\$25.00
	Late application fee	\$13.00
	Special event fee - Special hazard event	
	Application fee	\$500.00
	Late application fee	\$250.00
	Reoccurring events (all types)	
	First through fourth event	100% of fee
	Fifth through tenth event	75% of fee
	Eleven or more events	50% of fee
10-458	Public vehicle business license fee	\$25.00
	Public vehicle business motor vehicle inspection fee	\$25.00
10-459	Public vehicle business operator's license fee	\$50.00
10-493	Commercial quadricycle business license fee	\$25.00
	Commercial quadricycle inspection fee	\$25.00
10-494	Commercial quadricycle operator's license fee	\$50.00
10-514	Underground sprinkler license fee	\$25.00
10-544	Lobbyist registration fee	\$20.00
10-574	Mobile food establishment license to operate fee	
	If the license is not in connection with an existing City-based business that sells food-based products	\$50.00
	If the license is in connection with an existing City-based business that sells food-based products	\$50.00

	Mobile food establishment license to operate renewal fee		
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00
		If the license is in connection with an existing City-based business that sells food-based products	\$50.00
10-599	Tree and brush trimmer license fee		\$25.00
10-634	Weights and measures fees		
10-634		Annual processing fee	\$30.00
		Product look-up (PLU) or scanner system	\$100.00
		Electronic cash register (ECR) interfaced with other devices (per register)	\$30.00
		Scales (1-50 lbs.) (per device)	\$35.00
		Scales (>50 lbs. up to 1,000 lbs.) (per device)	\$30.00
		Sensitive scale (prescription, jewelry, precious metal) (per device)	\$60.00
		Vehicle scales (per device)	\$100.00
		Livestock scales (per device)	\$100.00
		Auto recycling machine (per device)	\$100.00
		Vehicle tank meters, petroleum products (per device)	\$35.00
		Vehicle tank meters, lubricant products (per device)	\$35.00
		LMDs (per device or grade listed on dispenser)	\$30.00
		LMDs high output device (per device)	\$35.00
		LMDs marina fuel dispenser (per device)	\$30.00
		Coin operated timer (per device)	\$5.00
		Taxi cab meter (per device)	\$25.00
		Miscellaneous device (per hour)	\$50.00
		Re-inspection after follow-up compliance inspection (per inspection)	\$75.00
10-740	Alarm business permit fee		\$50.00
10-741	Alarm user permit fee		
10-741		For an alarm user who is residential obtaining a hold-up alarm or other burglar alarm system	\$25.00
		For an alarm user who is not residential obtaining a hold-up alarm system or burglar alarm system, a fire alarm system, or both	\$40.00
10-742	False alarm on hold-up alarms		
10-742		Premises holding a permit	
		Second false hold-up alarm	\$100.00
		Third false hold-up alarm	\$200.00
		Fourth and subsequent false hold-up alarms	\$350.00
		Premises without a permit	
		First false hold-up alarm	\$100.00
		Second false hold-up alarm	\$200.00
		Third and subsequent false hold-up alarms	\$350.00
	False alarm on alarm systems other than hold-up alarms		
		Premises holding a permit	
10-742		Second false alarm	\$50.00
		Third false alarm	\$75.00
		Fourth false alarm	\$125.00
		Fifth and subsequent false alarms	\$250.00

	Premises without a permit		
		First false alarm	\$50.00
		Second false alarm	\$75.00
		Third false alarm	\$125.00
		Fourth and subsequent false alarms	\$250.00
Chapter 16—Environment			
16-40	Erosion control permit		
		One- and two-family residential	\$100.00
		Multi-family residential	\$150.00
		Commercial, educational, institutional, industrial uses	\$150.00
		Underground utilities	\$100.00
		Other construction sites commencing a land disturbing activity	\$100.00
		Reinspection fee	\$75.00
16-81	Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU))		\$4,200.00
16-82	Storm water management plan permit fee		\$500.00
	Private storm water management practice inspection fee		\$100.00
Chapter 18—Fire Prevention and Control			
18-66	Re-inspections for compliance with Ch. 18, Art. II, GBMC		\$75.00
18-93	Permit fee for the purchase and use within the City of those classes of fireworks or pyrotechnics authorized by said statute		\$200.00
18-93	Permit fee for the sale of fireworks within the City of those classes of fireworks authorized by statute		\$600.00
Chapter 24—Nuisances			
24-84	Unmanaged vegetative growth removal		
		Administrative charge (per parcel)	\$84.00
		Labor cost (per hour)	\$89.00
		Equipment cost (per hour)	\$83.00
		Minimum total charge (1/2 hour)	\$171.00
Chapter 28—Parks and Recreation			
28-3	Protection of parks and greenways		
		Encroachment fee	\$75.00
28-7	Metro Boat Launch		
		Daily launch fee	\$6.00
		Season launch pass	\$60.00
		Seniors season launch pass	\$50.00
		Commercial season launch pass	\$75.00
Chapter 32—Solid Waste			
32-2	Yard waste collection		
		Hourly rate	\$231.00
		Minimum fee (1/3 hour plus administrative fee)	\$97.00
		Administrative fee	\$20.00
	Bulk waste collection		
		0-3 cubic yards	\$105.00
		3-10 cubic yards	\$210.00
		10+ cubic yards	\$315.00
	Appliance collection		
		Refrigerators/Freezers (each)	\$52.00
	32-2	Appliances with freon (each)	
All other appliances		\$35.00	

	Electronics collection (each)	\$65.00
	Tipper carts	
	Garbage – 96 gallon (plus sales tax)	\$100.00
	Recycling – 96 gallon (plus sales tax)	\$100.00
	Improper cart storage (per violation)	\$39.00
	Early/Late setout (per violation)	\$66.00
	Recycling in garbage cart (per violation)	\$66.00
	Garbage in recycling cart (per violation)	\$66.00
32-3		
	Per vehicle for first vehicle licensed by any person	\$25.00
	Per additional vehicle	\$5.00
Chapter 34—Streets, Sidewalks, and Other Public Places		
34-5	Excavation/obstruction permit fee (base fee)	\$75.00
	First 100 square feet of excavation	\$38.00
	Each additional 100 square feet of excavation	\$8.00
	Permanent repair of excavated pavement	
	Asphalt streets – Administrative fee (all streets)	\$45.00
	Asphalt streets – Concrete base (sq yard)	\$85.00
	Asphalt streets – Gravel base (sq yard)	\$148.00
	Concrete streets – Administrative fee	\$45.00
	Concrete streets (sq yard)	**
	**Actual Cost from Annual Pavement Repair Contract	
34-8	Sidewalk builder's license fee	\$50.00
34-14	Sidewalk snow and ice management fees	
	Base fee (per instance)	\$71.00
	Snow/Ice removal fee (per linear foot)	\$0.28
34-64	Leicht park dock fee – Cruise ship dockage	
	Per day	\$1,500.00
	Per day/evening	\$2,000.00
Chapter 36—Subdivisions		
36-34	Review fees	
	Preliminary city/extraterritorial subdivision plat	\$150.00
	Additional fee per lot/outlot	\$35.00
	Preliminary city/extraterritorial certified survey map ("CSM")	\$250.00
	Final city/extraterritorial subdivision plat	\$150.00
	City/extraterritorial subdivision/CSM variance	\$150.00
	Preliminary condominium plat	\$250.00
	Additional fee per lot/outlot	\$35.00
	Final condominium plat	\$150.00
36-175	Subdivision Variance	\$200.00
36-558	Parkland development fee	\$350.00
36-580	Street tree fee (per tree, calculated at 1 tree per 50 linear feet of right-of-way frontage)	\$100.00
36-581	Postponement of development fee	\$100.00
Chapter 42— Utilities		
42-203	Equivalent runoff unit (ERU) credit application fee	\$50.00
Chapter 44—Zoning		
44-82	Zoning amendment fee	\$375.00
44-83	Conditional use permit fee	\$375.00
44-112	Homebased occupation fee – Initial	\$25.00

	Renewal – Annual	\$10.00
44-1552	Work done without Certificate of Appropriateness (per day)	\$50.00
44-1580	Short Term Rental Permit – Initial	\$500.00
	Short Term Rental Permit – Annual Renewal	\$250.00
44-1890	One- and two-family residential site plan approval	
	Principal use building & site development, area smaller than \$1,000 square feet	\$25.00
	Principal use building & site development, area \$1,000 square feet or larger	\$50.00
	Accessory use building, area larger than 150 square feet only	\$25.00
	Fencing – new construction	\$0.00
	Landscaping: land-disturbing activity or new structure	\$25.00
	Tower structure – new construction	\$25.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	\$25.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	\$25.00
	New or reconstructed subdivision or neighborhood identification signage	\$25.00
	Floodplain land use approval	\$50.00
	Shoreland/wetland land use approval	\$50.00
	Board of Appeals application and hearing fee	\$225.00
	Board of Appeals application and hearing fee for work already started or completed	\$450.00
	Multi-family residential site plan approval	
	Principal use building & site development	
	Base Fee	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00
	Accessory use building	
	Base Fee	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00
	Fencing – new construction	\$50.00
	Landscaping: land-disturbing activity or new structure	\$50.00
	Tower structure – new construction	\$50.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	
	Base Fee	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	
	Base Fee	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00
	New or reconstructed subdivision or neighborhood identification signage	\$25.00
	Floodplain land use approval	\$50.00
	Shoreland/wetland land use approval	\$50.00
	Board of Appeals application and hearing fee	\$350.00
	Board of Appeals application and hearing fee for work already started or completed	\$700.00
44-1890	Commercial, educational, institutional, industrial use site plan approval	

	Principal use building & site development		
	Base Fee	\$50.00	
	Additional fee per 1,000 sq. feet	\$5.00	
	Accessory use building		
	Base Fee	\$50.00	
	Additional fee per 1,000 sq. feet	\$5.00	
	Fencing – new construction		\$50.00
	Landscaping: land-disturbing activity or new structure		\$50.00
	Tower structure – new construction		\$50.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron		\$50.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)		\$50.00
	New or reconstructed subdivision or neighborhood identification signage		\$25.00
	Floodplain land use approval		\$50.00
	Shoreland/wetland land use approval		\$50.00
	Board of Appeals application and hearing fee		\$350.00
	Board of Appeals application and hearing fee for work already started or completed		\$700.00
44-2050	Planned Unit Development (new)		\$600.00
	Planned Unit Development (amendment)		\$250.00
Other services			
	One- and two-family residential		
	Certificate of occupancy	\$75.00	
	Floodplain certificate	\$50.00	
	Property compliance letter	\$30.00	
	Reinspection fee	\$75.00	
	Uniform dwelling code seal	\$30.00	
	Zoning certificate (initial letter)	\$50.00	
	Zoning certificate (reprinted)	\$0.00	
	Multi-family residential		
	Certificate of occupancy	\$75.00	
	Floodplain certificate	\$50.00	
	Property compliance letter	\$30.00	
	Reinspection fee	\$75.00	
	Zoning certificate (initial letter)	\$100.00	
	Zoning certificate (reprinted)	\$0.00	
	Commercial, educational, institutional, industrial uses		
	Certificate of occupancy	\$75.00	
	Business license compliance letter	\$50.00	
	Floodplain certificate	\$50.00	
	Property compliance letter	\$30.00	
	Reinspection fee	\$75.00	
	Zoning certificate (initial letter)	\$100.00	
	Zoning certificate (reprinted)	\$10.00	
Miscellaneous			
	Other miscellaneous fees may also be established by policy approved by the Council from time to time		
	Development District Map Amendment		\$200.00
	Official Map Amendment		\$200.00
	Discontinuance of a Public Utility Easement		\$200.00

	Declare City Property "City Surplus"	\$200.00
	Street Name Change	\$200.00
	Vacate Street/Alley/Pedestrian Way	\$300.00
	Comprehensive Plan Amendment	\$375.00
	Sign – Permanent (plus \$.50 per square foot)	\$40.00
	Sign – Temporary	\$40.00
	Board of Appeals Initiation – All Other	\$350.00
	Board of Appeals application and hearing fee for work already started or completed (including interpretation appeals where work has already been started or completed)	\$700.00
	Land Use Permit	\$50.00
	Temporary Use Permit	\$25.00
	Annexation	\$0.00
	Cell Tower – Buildings and Colocations	\$500.00
	Cell Tower – New Towers	\$1,000.00
	Public Utility Easement Acceptance	\$200.00
	Plan Examination Special Consultation (two or more staff reviews)	\$50.00
	Tax Incremental Financing fee	
	Projects less than \$5 million dollars	\$500.00
	Projects more than \$5 million dollars but less than \$10 million dollars	\$1,000.00
	Projects more than \$10 million dollars	\$2,500.00



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # R.2

To direct staff to continue to negotiate options to fund costs associated with moving equipment remaining at property after Seller vacates, including pursuing grants and using up to 10 years of accumulated lease payments, listed in Exhibit A, and to place amended Purchase and Sale Agreement on August 5, 2025 Common Council Meeting agenda for the City to purchase 1341 State Street, Parcel 1-1371, at a cost of \$2,821,000 with a \$571,000 Promissory Note to be paid to the City by the Seller for the March 2025 purchase of 3855 Finger Road, Parcel 21-24. This transaction is proceeding pursuant to approved Development Agreement 2025-01 Hoban Real Estate, LLC.

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

BACKGROUND

RECOMMENDATION

To Approve

FISCAL IMPACT

ATTACHMENTS

- I. PSA Drop Forge 7.28.2025 Committee

PURCHASE, SALE AND LEASE AGREEMENT

THIS PURCHASE, SALE AND LEASE AGREEMENT ("Agreement") is made and entered into this ____ day of July 2025 (the "Effective Date") by and between THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("Purchaser"), and W.E. HOBAN COMPANY F/K/A CLEVELAND HARDWARE AND FORGING COMPANY, a Wisconsin corporation ("Seller"). Purchaser and Seller are each referred to herein as "Party" and collectively, as the "Parties".

RECITALS:

- A. The Parties, together with Hoban Real Estate, LLC, ("Developer"), entered into a Development Agreement on March 5, 2025, concerning Developer's acquisition of certain real property located at 3855 Finger Road, Green Bay, Wisconsin, whereby Seller also agreed to convey to Purchaser the Property described in Paragraph 1 below on the terms and conditions set forth herein (the "Development Agreement").
- B. The Development Agreement further provided Seller the right to lease back the Property (as defined below) from Purchaser on the terms specified herein.
- C. The Development Agreement further provided Seller's obligation to convey the Property shall be contingent upon acceptable results of a Phase 2 environmental site assessment supporting the redevelopment of the Property for industrial and/or commercial uses.

AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Property to be Sold and Purchased. Upon and subject to the terms, covenants and conditions hereinafter set forth, Seller shall sell and convey to Purchaser and Purchaser shall purchase and acquire from Seller, on the Closing Date (as hereinafter defined) all right, title and interest in and to the following described property (collectively referred to as the "Property"):

1.1 Land. The real property located at 1341 State Street, Green Bay, Wisconsin, Tax Parcel 1-1371, together with all right, title and interest of Seller in and to all easements, rights of way, privileges and appurtenances belonging or appertaining to such real property (hereinafter collectively referred to as the "Land").

1.2 Improvements. All buildings, permanent fixtures (except as addressed in the Lease Addendum, attached hereto as Exhibit A), and improvements of every kind and nature and description and presently situated on, in or under, or hereinafter erected on the Land (hereinafter, the foregoing are collectively referred to as the "Improvements"). (The Land and Improvements are hereinafter collectively referred to as the "Real Property").

1.3 Lease Back. Seller shall lease the Real Property from Purchaser for a period of up to ten (10) years, commencing on the Closing Date to allow for Seller to phase out of its current operations and use. Seller's tenancy shall be subject to the terms of the Lease Addendum.

2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be the amount of Two Million Eight Hundred Twenty One Thousand and 00/100 Dollars (\$2,821,000.00), subject to any credits, adjustments and prorations, shall be payable to Seller by immediately available funds on the Closing Date.

3. Seller's Information Deliveries. Seller shall deliver to Purchaser within ten (10) days after the Effective Date the following:

3.1 Documents. Copies of all written contracts and a written description of all material terms of all service agreements, utility agreements, and any other unwritten or oral contracts affecting the Property or its operation, ("Contracts"); copies of all permits; copies of all plans; copies of any and all reports, audits, investigations or studies in Seller's possession or control relating to the Real Property (including, without limitation, soils reports and Phase I and Phase II environmental reports); copies of all declarations of restrictions, reciprocal easement agreements, other public agreements and other covenants pertaining to the Real Property (including all amendments thereto); copies of all federal or state approvals affecting the Property or pertaining to the Property; a copy of all of Seller's existing surveys of the Real Property; and a copy of Seller's existing title insurance policy. Other than the documents provided pursuant to the foregoing, Seller represents that, to its actual knowledge, it is not aware of any other documents with material information regarding condition or operations of the Property. Notwithstanding the foregoing, Seller makes no representations or warranties as to the completeness, accuracy, or continued validity of any such documents and shall have no liability with respect thereto. All deliveries shall be made "AS IS," without representation or warranty, and subject to Purchaser's independent verification.

4. Title Insurance.

4.1 Title Deliveries. Seller shall deliver to Purchaser, at Seller's expense, not more than ten (10) business days after the Effective Date, a title insurance commitment (hereinafter referred to as the "Title Commitment") issued by Liberty Title & Abstract, Inc. (the "Title Company"), pursuant to which the Title Company shall agree to issue to Purchaser a standard ALTA Owner's Policy of Title Insurance in the full amount equal to the Purchase Price insuring good and marketable title to the Real Property (expressly including all easements and appurtenances thereto), subject to permitted exceptions, and containing a complete copy of each such easement, restriction, limitation or condition of title which is referred to in the Title Commitment, as well as current special assessment information to the extent available from the public records. The Title Commitment shall provide for the deletion of all standard exceptions and other matters not expressly permitted hereunder upon satisfaction of any requirements set forth in the Title Commitment. The title policy shall be issued at Closing and shall include, at Seller's expense, a GAP endorsement. Any endorsements to the title policy, extended coverage, or additional title insurance requested

by Purchaser beyond what Seller is required to provide hereunder shall be obtained at Purchaser's sole cost and expense.

4.2 Survey. Purchaser may obtain an ALTA/NSPS survey of the Real Property, at its sole cost and expense, dated after the Effective Date (the "Survey") prepared by a surveyor licensed in the State of Wisconsin.

4.3 Objection to Title. Purchaser may, within ten (10) business days (the "Title Objection Period"), object in writing to any matter identified on the Title Commitment or revealed on the Survey, if obtained, that would materially and adversely affect Purchaser's intended use of the Real Property. Any matters which are shown or referred to in the Title Commitment and to which Purchaser does not object within the Title Objection Period shall be deemed to be Permitted Exceptions (as defined below) in the Real Property. With regard to items to which Purchaser does object prior to the expiration of the Title Objection Period, Seller shall have fifteen (15) business days (the "Title Cure Period") in which to cure or commence or agree to cure such objections. If Seller elects not to cure one or more objections, or fails to respond within the Title Cure Period, then Purchaser may, as its sole remedy, either (a) waive such objections and proceed to Closing with no reduction in the Purchase Price, or (b) terminate this Agreement by delivering written notice to Seller within five (5) business days following expiration of the Title Cure Period, in which case neither Party shall have any further obligation under this Agreement, except for those obligations which expressly survive termination.

4.4 "Permitted Exceptions" shall mean all exceptions contained in the Title Commitment or Survey (a) to which Purchaser does not object as herein provided or (b) as to which Purchaser has waived or is deemed to have waived its objection; provided, however, that the term Permitted Exceptions shall in no event include, and Seller shall be required to cure (i) any taxes or assessments other than general real estate taxes for the year of Closing, not yet due and payable; (ii) any monetary judgments, liens or encumbrances of record; (iii) any standard printed exceptions; or (iv) any matters that, prior to Closing, Seller agrees in writing to remove or cure at or before the Closing.

5. Inspections: Due Diligence.

5.1 Access. At any time from and after the Effective Date through the Closing Date, Purchaser and its agents and contractors, shall have the right to enter the Real Property during normal business hours, while accompanied by a representative of Seller, to investigate the condition of title to the Property, the physical condition of the Real Property, and all matters relevant to the acquisition, usage, operation, valuation and marketability of the Real Property, as Purchaser deems appropriate. Such right of investigation shall include, without limitation, the right to have made, at Purchaser's expense, any appraisals, and any tests, studies and inspections of the Real Property as Purchaser may deem reasonably necessary or appropriate, including, without limitation, structural and mechanical, tests and inspections, and environmental inspections, tests and audits. Purchaser shall conduct all such activities in a manner that does not unreasonably interfere with any existing operations or occupants, and shall promptly restore any portion of the Real Property disturbed by such activities to substantially the same condition

existing prior to entry. Purchaser shall not conduct any invasive or subsurface testing (including, without limitation, any Phase II environmental assessments) without Seller's prior written consent, such consent is not to be unreasonably withheld.

5.2 Termination Right. The period commencing on the Effective Date and ending on the date that is thirty (30) days after the Effective Date is referred to herein as the "Inspection Period". Purchaser shall have the right to terminate this Agreement in its sole and absolute discretion, for any reason or no reason, at any time by delivering notice to Seller on or before the expiration of the Inspection Period. Upon such termination, Purchaser shall have no further obligation under this Agreement. Notwithstanding Purchaser's termination right, the TIF PAYGO incentives available to Seller under section III.B.3 of the Development Agreement shall remain in place, provided that Seller continues to comply with the requirements of the Development Agreement, except for the property transfer requirement set forth in Section III.B.2 thereof.

5.3 Promissory Note. In the event that the purchase of the Real Property does not close for any reason, other than a breach by Seller, including, but not limited to, failure by Buyer to obtain necessary approvals from its Common Council or a decision by Buyer to not proceed with the transaction for any other lawful reason, the Seller Financing Addendum and Promissory Note associated with Seller's March 2025 purchase of 3855 Finger Road, Green Bay, Wisconsin (Tax Parcel No. 21-24) in the amount of \$571,000 shall automatically terminate and be of no further force or effect. In such event, Buyer shall have no further payment or performance obligations under the Seller Financing Addendum and Promissory Note.

6. Seller's Representations and Warranties. Seller represents and warrants to Purchaser as a material inducement to Purchaser to enter into this Agreement and purchase the Property as follows:

6.1 No Possessory Rights. To Seller's actual knowledge, there are no parties in possession of the Real Property or any portion thereof, and, at Closing, there will be no rights of possession, use or otherwise regarding any part of the Real Property which Seller will have granted to any person or entity.

6.2 No Contracts. There are no Contracts (including, but not limited to, maintenance, repair, operation, use, billboard, advertising, management, license, franchise, service, use, occupancy, provider, equipment, maintenance or other contracts) which shall be binding upon Purchaser, or which shall run with the land or bind or affect any part of the Property after the Closing, other than the Lease Addendum (attached hereto as Ex A) and the Environmental Addendum (attached hereto as Ex B).

6.3 No Third Party Interests. There is no option, contract or other agreement of any kind or nature with respect to the purchase, sale or lease of the Real Property, or any portion thereof.

6.4 Permits. All building permits, certificates of occupancy, business licenses and, without limitation, all other notices, licenses, permits, certificates and authority, required

in connection with the construction, use or occupancy of the Real Property have been obtained and are in effect and in good standing and the leasing, operation and use of the Property is in compliance, in all material respects, with such notices, licenses, permits, certificates and authority.

6.5 Compliance with Law. Seller has not received any notice of and has no knowledge of the existence of any violations of all applicable municipal and other governmental laws, ordinances, regulations, codes, licenses, permits and authorizations, and there are presently and validly in effect all licenses, permits and other authorizations necessary for the use, occupancy and operation of the Property as it is presently being or was most recently operated. Without limiting the foregoing, the Property fully complies with all applicable requirements of the federal Americans With Disabilities Act, as amended. Seller has no knowledge that any heating or other burning equipment located at or used in connection with the Property violates any law or regulation of any governmental authorities having jurisdiction over the Property. No building code, health, fire, safety or other law, order, or regulation is, or on the Closing Date will be, violated by the continued maintenance, operation, or use of any Property or other improvements or parking areas in the Property, and no notice of any such violation has been issued by any governmental authorities having jurisdiction over the Property.

6.6 Compliance with Restrictive Covenants. The current use of the Real Property does not violate in any material respect any restrictive covenants of record affecting any of the Real Property.

6.7 FIRPTA. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those items are defined in the Internal Revenue Code and Income Tax Regulations).

6.8 Bankruptcy. Neither Seller nor its affiliates is the subject of any bankruptcy proceeding, receivership proceeding or other insolvency, dissolution, reorganization or similar proceeding.

6.9 No Actions. Except as provided in Section 14.3, there are no actions, suits, proceedings or claims pending or, to the knowledge of the Seller, threatened with respect to or in any manner affecting the Real Property or the ability of the Seller to consummate the transactions contemplated by this Agreement.

6.10 Title to Real Property. Seller holds fee simple title to the Property and Seller has no notice or knowledge of any planned, pending or contemplated condemnation or similar action or proceeding with respect to the Real Property nor any part thereof.

6.11 Litigation. There is no pending or threatened litigation that affects the Property or that could affect the transaction contemplated hereby.

6.12 Authority of Seller. Seller is a duly incorporated and existing corporation and in current standing in the State of Wisconsin. Seller has the full right and authority to enter into this Agreement and consummate the transactions contemplated hereby. All requisite

action has been taken by Seller in connection with the execution of this Agreement and the documents referenced herein and the consummation of the transactions contemplated hereby. Each of the persons signing this Agreement on behalf of Seller is authorized to do so and no third party consent is required for Seller to consummate the transaction contemplated hereunder.

6.13 Utilities and Access. To Seller's knowledge, the Property has adequate water supply, storm and sanitary sewage facilities, telephone, gas, electricity, fire protection, means of ingress and egress to and from public highways and, without limitation, other required public utilities. All streets and roads necessary for access to or full utilization of the Property or any part thereof have been completed and are public streets. No additional easements (other than those presently in effect and included in the Permitted Exceptions) are required for such access and utilization or in connection with any utilities. To Seller's knowledge, no fact, condition or proceeding exists which would result in the termination or impairment of the furnishing of or an increase in rates for services to the Property of water, sewer, gas, electric, telephone, drainage and other such utility services. The facilities servicing the Property are in compliance with all applicable governmental rules and regulations.

6.14 Hazardous Substances. Except as provided in the Environmental Addendum and subject to Section 14.3, to Seller's knowledge (i) the Real Property, the use thereof, and any operations now or heretofore conducted at the Real Property, are, and have been, in compliance with all Environmental Laws (as hereinafter defined); (ii) all federal, state and local permits, licenses, registrations and authorizations required for the use of and operations at the Real Property have been obtained; (iii) there are currently no violations of such permits, licenses, registrations or authorizations; (iv) there have been no releases of Hazardous Substances at, on or under the Real Property which would or could give rise to a cleanup or remediation obligation under any Environmental Laws; (v) the Real Property has not been used for the treatment, storage or disposal of any Hazardous Substance as such treatment, storage or disposal may be regulated under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. or its state counterparts, as amended and/or reauthorized, and regulations promulgated thereunder; (vi) there are no underground or above ground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline and heating oil, which are currently or which were previously located on or in the Real Property; and (vii) there are no radioactive materials, polychlorinated biphenyl, asbestos, urea-formaldehyde foam insulation, poly vinyl chloride, petroleum, or any substance or compound containing any of the foregoing located on or in the Real Property.

6.14.1 "Environmental Laws" means all federal and state laws, whether common laws, court or administrative decisions, statutes, rules, regulations, ordinances, court orders and decrees, and administrative orders and all administrative policies and guidelines concerning action levels of a governmental authority (federal, state or local) now or hereafter in effect relating to the environment, public health, environmental, occupational safety, industrial hygiene, any Hazardous Substance (including, without limitation, the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof),

or the environmental conditions on, under or about the Real Property as amended and as in effect from time to time (including, without limitation, the following statutes and all regulations thereunder as amended and in effect from time to time: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. 11001, et seq.; the Clean Air Act, 42 U.S.C. 7402 et seq.; the Safe Drinking Water Act, 42 U.S.C. 300(f) et seq., the Solid Waste Disposal Act, 42 U.S.C. 6901 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 1801, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. §§2601, et seq.; Wis. Stat. § 292.11, et seq.; and any successor statutes and regulations to the foregoing).

6.14.2 "Hazardous Substances" means (a) all chemicals, materials and substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials, extremely hazardous wastes, restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law; and (b) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including, without limitation, asbestos and asbestos-containing materials in any form, lead-based paint, radioactive materials, polychlorinated bisphenols ("PCB's"), and substances and compounds containing PCB's.

7. Seller's Undertakings Pending Closing or Termination of Agreement.

7.1 Operation of the Property. Until the earlier of the Closing or the termination of this Agreement, Seller shall at its cost and expense:

7.1.1 Status of Title. Not do anything, or permit anything to be done, that would impair or modify the status of title as shown on the Title Commitment.

7.1.2 Operation. Operate, repair and maintain the Real Property in the ordinary course consistent with past practice, reasonable wear and tear excepted.

7.1.3 Insurance. Maintain in full force and effect an "all risk" insurance policy covering the Improvements in an amount not less than the full replacement cost.

7.1.4 Contracts. Not enter into any new Contracts or any amendment or renewal of an existing Contract unless (a) Purchaser has approved the same, (b) the same is entered into in the ordinary course of business and is terminable upon thirty (30) days prior written notice, or (c) the same terminates prior to the Closing.

7.2 Advise Purchaser. Until the earlier of the Closing or the termination of this Agreement, Seller shall notify Purchaser in writing promptly upon learning or receiving notice of:

7.2.1 Events. Any event, transaction, or occurrence prior to Closing that could materially and adversely affect any of the Property.

7.2.2 Representations. Any fact or event that would make any of the representations or warranties of Seller contained in this Agreement untrue or misleading in any material respect or that would cause Seller to be in violation of any of its covenants or other undertakings or obligations hereunder.

7.2.3 Laws. Any violation of any law, ordinance, regulation or law that would or might materially affect any of the Property.

7.2.4 Zoning. Any proposed change in any zoning or other law affecting the use or development of any of the Property.

7.2.5 Litigation. Any pending or threatened litigation that affects any of the Leases or Property or that could affect the transaction contemplated hereby.

7.2.6 Bankruptcy. Any pending or threatened proceeding in bankruptcy or insolvency that could affect any of the Property or any person owning any interest therein.

7.2.7 Defaults. Any default under any contracts or other agreements affecting any of the Property, or any act or omission that with notice or the passage of time, or both, would constitute such a default.

7.2.8 Assessments. Any notice from any governmental authority or agent thereof pertaining to the assessment or reassessment of the Real Property or any notice of special improvements the cost of which may be assessed against the Real Property.

7.2.9 Environmental. Any (a) enforcement, clean-up, removal or other governmental or regulatory action concerning the Property instituted, completed or threatened pursuant to any Environmental Law; (b) any claim made or threatened by any person against Purchaser and/or Seller, or the Property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances; (c) reports made to any environmental agency arising out of or in connection with any Hazardous Substance in, on or about the Property or with respect to any Hazardous Substance in, on or about the Property or with respect to any Hazardous Substance removed from the Property including, without limitation, any complaints, notices, warnings, reports or asserted violations in connection therewith; and (d) Hazardous

Substance that Seller knows has been, or will come to be, released or located within, under or about the Property.

8. Closing Condition Satisfaction. Subject to any applicable notice and cure periods provided herein, in the event the Closing Conditions are not satisfied on or before the Closing Date (unless the same is due to a Purchaser Default), then at Purchaser's sole election: (i) the Closing Date may be extended for a reasonable period of time to allow for the same to be satisfied, (ii) Purchaser may elect to proceed with the Closing, or (iii) Purchaser may elect to terminate this Agreement upon written notice to Seller.

9. Closing.

9.1 Time of Closing. The closing of the transaction contemplated herein (the "Closing") shall take place on or prior to August 31, 2025 (the "Closing Date"), or at such other time and date as the Parties may agree. The Closing shall take place at the offices of the Title Company that issues the title insurance for the sale or such other place as the Parties may agree. In the event the Closing does not occur, the TIF PAYGO incentives available to Seller under Section III.B.3 of the Development Agreement shall remain in place, provided that Seller continues to comply with the requirements of the Development Agreement, except for the property transfer requirement set forth in Section III.B.2 thereof.

9.2 Deliveries. At Closing:

9.2.1 Deed. Seller shall deliver to Purchaser a duly executed and acknowledged special warranty deed conveying the Real Property to Purchaser, free and clear of all matters affecting title, except for the Permitted Exceptions.

9.2.2 Title Policy. Seller shall, at Seller's expense, cause the Title Company to issue the title policy pursuant to the Title Commitment as required hereunder.

9.2.3 Possession. After closing, Seller shall retain possession of the Real Property subject to the terms of the Lease Addendum.

9.2.4 Affidavit. Seller shall execute and deliver to Purchaser and Title Company an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

9.2.5 Seller's Certificate. Seller shall execute and deliver to Purchaser a certificate confirming that the Seller's representations and warranties as described in this Agreement are true and correct as of the Closing Date.

9.2.6 Title Documents. Seller shall execute and deliver to the Title Company such agreements, affidavits and statements concerning parties in possession of the Real Property or claims for mechanic's or construction liens or broker's liens, as may be reasonably required by Title Company in order to issue the title policy.

9.2.7 Authority of Seller. Seller shall deliver to Purchaser and Title Company a copy of any and all documents reasonably required by Purchaser or the Title Company authorizing and approving the sale by Seller and authorizing the person signing all documents for and on behalf of Seller.

9.2.8 Additional Documents. Seller and Purchaser shall each execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

10. Prorations and Adjustments.

10.1 Taxes/Assessments. Seller shall promptly pay when due all real and personal property taxes on the Property for all years prior to the year of Closing. Real and personal property taxes shall be prorated at Closing based on the net general taxes for the current year, if known, otherwise on the basis of the net general taxes for the preceding year at the rate of one hundred percent (100%) thereof, and re-prorated upon receipt of the current year invoice. Seller shall pay at Closing the full amount of all special assessments affecting the Real Property prior to the Closing Date.

10.2 Liens and Encumbrances. The amount of any mortgage, lien or other monetary encumbrance then affecting the Property shall be paid in full by Seller at Closing.

10.3 Closing Costs. Seller shall pay the premium for the title policy required hereunder, including the cost of endorsements listed in Section 4.1 herein, all real estate transfer taxes, and all recording costs for the release of any of Seller's mortgages. Purchaser and Seller shall each pay one half of any escrow charges. Each Party shall pay for its own attorney's fees.

10.4 Settlement Statement. At the Closing, Seller and Purchaser shall execute a closing settlement statement to reflect the credits, prorations and adjustments contemplated by or provided for in this Agreement.

10.5 Post-Closing Adjustments. Purchaser and Seller shall undertake, following Closing, to adjust between themselves, as of the Closing Date, any income or expenses of the Property that are the subject of proration but were not adjusted on the settlement statement. Seller shall pay promptly upon receipt any and all bills relating to the operation of the Property for periods prior to Closing.

11. Casualty Damage. In the event that the Improvements are damaged by any casualty prior to Closing, Seller shall promptly give Purchaser written notice of such occurrence, and as soon thereafter as practicable shall provide Purchaser with an estimate made by an architect, engineer or contractor selected by Seller of the cost and amount of time required to repair such damage. Purchaser shall be given five (5) business days in which to review and approve any construction contract that Seller proposes to enter into to have such damage repaired, and Purchaser shall not

unreasonably withhold or delay such approval. If such repairs are not completed on or before the Closing Date, then at Purchaser's option (which shall be exercised by notice to Seller given on or before the Closing Date), either (a) the Closing Date shall be extended by the period of time that Seller's architect, engineer or contractor then estimates it will take to complete the repairs and, upon completion thereof, the Parties shall schedule a new Closing Date (not later than ten (10) days following such completion) on which the Closing shall occur in accordance with the terms hereof, or (b) the Closing shall take place as scheduled and Purchaser shall retain responsibility to perform the repairs.

12. Condemnation.

12.1 Notice. If, prior to Closing, Seller learns of any actual or threatened, taking in condemnation or by eminent domain (or a sale in lieu thereof) of any of the Real Property, or if any competent authority commences appropriate proceedings therefore, Seller shall notify Purchaser promptly thereof.

12.2 Termination. Any actual or threatened taking or condemnation, or any commencement of appropriate proceedings therefore, for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of any of the Real Property between the date of this Agreement and the Closing Date shall, at Purchaser's option, cause a termination of this Agreement. The election to terminate provided hereby shall be exercised by Purchaser by written notice to Seller to that effect given within ten (10) days following Purchaser's receipt of Seller's notice pursuant to Section 12.1 above. Upon delivery of such termination notice, both Parties shall be relieved of any further obligations hereunder except for any surviving obligations. If Purchaser shall not so elect to terminate this Agreement, Seller shall be relieved of all obligations under this Agreement with respect to the portion of the Real Property so taken or condemned, but Purchaser shall be entitled to receive all proceeds of any such taking or condemnation, and Seller agrees that it shall not make any adjustment or settlement of any such taking or condemnation proceeding without Purchaser's consent and shall take at Closing all action necessary to assign its entire interest in such award to Purchaser.

13. Remedies.

13.1 Breach by Seller. Time is of the essence with respect to each of the Seller's obligations hereunder. If Seller fails to materially comply with any of its obligations hereunder, Purchaser, at Purchaser's option, shall, be entitled to treat this Agreement as being in full force and effect, and Purchaser shall be entitled to specific performance of this Agreement and other equitable remedies as a court of law may impose.

13.2 Breach by Purchaser. Time is of the essence with respect to Purchaser's obligations hereunder. If Purchaser fails to complete the acquisition as herein provided by reason of any default by Purchaser, Seller, as its sole and exclusive remedy, shall be entitled to treat this Agreement as terminated, and both Parties shall be discharged from all duties and further performance hereunder. Notwithstanding such termination, the TIF PAYGO incentives available to Seller under Section III.B.3 of the Development Agreement shall

remain in place, provided that Seller continues to comply with the requirements of the Development Agreement, except for the property transfer requirement set forth in Section III.B.2 thereof.

14. Indemnities.

14.1 Breach of Representation, Warranty, or Covenant.

14.1.1 Seller's Indemnification. Seller shall hold harmless, indemnify, and defend Purchaser, its agents, managers, officers, affiliates, shareholders, employees, and their respective successors and assigns (each a "Purchaser Indemnified Party"), from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the Purchaser Indemnified Party incurs by reason of a breach by Seller of any of the warranties, representations or covenants of Seller contained in this Agreement, including any exhibits, schedules, addenda, or attachments thereto.

14.1.2 Purchaser's Indemnification. Purchaser shall hold harmless, indemnify, and defend Seller, its agents, managers, officers, affiliates, shareholders, employees, and their respective successors and assigns (each a "Seller Indemnified Party"), from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the Seller Indemnified Party incurs by reason of a breach by Purchaser of any of the warranties, representations, or covenants of Purchaser contained in this Agreement, including any exhibits, schedules, addenda, or attachments thereto.

14.2 Other Third Party Claims.

14.2.1 Seller's Indemnification. Seller shall hold harmless, indemnify and defend Purchaser from and against any and all claims and liability, and expenses related thereto (including reasonable attorneys' fees), which Purchaser incurs by reason of any alleged injury or damage to the person or property of another based upon an event or condition occurring (or alleged to have occurred) prior to Closing.

14.2.2 Purchaser's Indemnification. Purchaser shall hold harmless, indemnify and defend Seller from and against any and all claims and liability, and expenses related thereto (including reasonable attorneys' fees), which Seller incurs by reason of any alleged injury or damage to the person or property of another based upon an event or condition occurring (or alleged to have occurred) after Closing.

14.3 Environmental Indemnification by Seller. Subject to the terms of the Environmental Addendum, from and after the Closing, Seller shall, hold harmless, indemnify and defend Purchaser against and in respect of any and all claims, proceedings, demands, assessments, audits, losses, fines, judgments, costs and other expenses (including, without limitation, reasonable legal fees and expenses) suffered or incurred by any Purchaser Indemnified Party, arising out of or as a result of: (i) any violation of any applicable Environmental Laws relating to the Property or the business operated on the

Property arising out of related to events occurring during Seller's ownership of the Property prior to Closing; (ii) any investigation, inquiry, order, hearing, action, or other proceeding by or before any governmental agency relating to Hazardous Substances arising out of related to events occurring during Seller's ownership of the Property prior to Closing; (iii) any remediation, investigation, monitoring or other work required by Environmental Laws, required by a governmental authority, arising out of related to events occurring during Seller's ownership of the Property prior to Closing; or (iv) any claim brought or asserted against any Indemnified Party, which directly or indirectly relates to, arises from or is based on any of the matters described in the foregoing clauses (i), (ii), or (iii) or any allegation of such matters. Seller agrees to reimburse the Purchaser for all costs paid by the Purchaser that are the responsibility of the Seller pursuant to the Environmental Addendum. Notwithstanding the foregoing, Seller shall have no liability under this Section to the extent any such claims or losses (a) are caused by Purchaser's actions after Closing, (b) relate to a condition disclosed in any environmental report or document provided to Purchaser prior to Closing, provided that if WDNR pursues the Seller as the causer or otherwise the Responsible Party, the Purchaser shall not indemnify the Seller, or (c) are otherwise assumed or accepted by Purchaser pursuant to the Environmental Addendum.

15. General Provisions.

15.1 Brokers. Each Party represents and warrants to the other that there are no brokerage or finder's fees or commission that are or may be due in connection with the transaction contemplated by this Agreement. Purchaser and Seller shall each indemnify, defend and hold the other Party, and their respective members, agents, employees, representatives, successors and assigns, harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, reasonable attorneys' fees) resulting from the breach by the indemnifying party of the representation and warranty set forth in the preceding sentence.

15.2 Patriot Act. Each Party represents to the other that it is not listed on the specially designated nationals and blocked persons list maintained by the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the "Order") and/or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to the Order or any other applicable orders.

15.3 Section 1031. Seller has elected to assign this Agreement to a qualified intermediary or third party to complete a like kind exchange of property in accordance with Section 1031 of the Internal Revenue Code of 1987, as amended (a "1031 Transaction"). Each Party agrees to cooperate with the other Party in completing such 1031 Transaction, provided, however, any such election shall be at no cost or liability to the non-electing Party. The non-electing Party may enforce any and all representations, warranties, covenants and other obligations of the electing party under this Agreement directly against the electing Party.

15.4 Further Assurances. Each of the Parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may be required to carry out the intent and purposes of this Agreement.

15.5 Entire Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom such waiver is sought to be enforced. This Agreement contains the entire agreement between the Parties relating to the purchase and sale of the Premises. All prior negotiations between the Parties are merged into this Agreement; and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the Parties other than as herein set forth.

15.6 Survival. All of the Parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged by or through the Closing, shall not be deemed merged into any instrument delivered at Closing, shall survive Closing.

15.7 Dates. If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

15.8 Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

15.9 Notices. All notices, demands or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of the immediately following business day after deposit with Federal Express or a similar overnight carrier service, addressed as follows; or as of the day when delivered if by electronic mail to the addresses set forth below.

If to Purchaser: City of Green Bay
 Attn: Law Department
 100 North Jefferson Street
 Green Bay, WI 54301
 E-mail:law@greenbaywi.gov

If to Seller: W.E. Hoban Company
 Attn: William M. Hoban
 1341 S State Street
 Green Bay, WI 54304
 E-mail: bhoban@wehoban.com

with a copy to: Law Firm of Conway, Olejniczak & Jerry, S.C.
 Attn: Attorney James M. Ledvina
 PO Box 23200
 Green Bay, WI 54305
 E-mail: jml@lcojlaw.com

Any address or facsimile number or e-mail address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Paragraph 15.9.

15.10 Headings. All headings used in this Agreement are for purposes of convenience and reference only, and shall not be construed as modifying or affecting the terms hereof.

15.11 Assignment. Purchaser may assign this Agreement, in whole or in part, without the consent of Seller upon notice to Seller provided that any assignee shall assume all obligations imposed on Purchaser as if the assignee were the original purchaser under this Agreement, and such assignment shall release the assignor.

15.12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors and assigns.

15.13 Counterparts/Facsimile. This Agreement may be executed in any number of counterparts and by facsimile copy or “PDF” copy delivered by electronic mail, each of which shall be deemed to be an original instrument and all of which taken together shall constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the date first above written.

PURCHASER:

CITY OF GREEN BAY, WISCONSIN

By: _____

Name: _____

Title: _____

SELLER:

W.E. HOBAN COMPANY F/K/A CLEVELAND
HARDWARE AND FORGING COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT A
LEASE ADDENDUM

[See attached.]

EXHIBIT B
ENVIRONMENTAL ADDENDUM

[See attached.]

Exhibit A-LEASE ADDENDUM
(1341 State Street, Green Bay, Wisconsin)

THIS LEASE ADDENDUM (this “Lease”) is effective as of August __, 2025 (the “Effective Date”), by and between THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“Landlord”), and W.E. HOBAN COMPANY F/K/A CLEVELAND HARDWARE AND FORGING COMPANY, a Wisconsin corporation (“Tenant”). Landlord and Tenant may each be referred to herein as a “Party” or together as the “Parties.”

RECITALS:

- A. This Lease is incorporated into and a material part of that certain Purchase, Sale and Lease Agreement (“Agreement”) between the Parties dated July __, 2025.
- B. This Lease has been entered into to allow Tenant to transition from the Real Property to its new operational location and to allow Tenant sufficient time to wind down its operations. It is not intended to be establish a long-term relationship and Tenant is expected to use all appropriate diligence to move to its new location as quickly as possible. Notwithstanding the foregoing, nothing in this recital shall be construed to require Tenant to vacate the Real Property prior to the expiration of the Lease term or any earlier date expressly provided for in the Lease.
- C. Unless otherwise defined herein, all terms defined in the Agreement shall have the same meaning in this Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Demise. Landlord does hereby lease, let and demise unto Tenant, and Tenant does hereby lease and rent from Landlord, the Real Property together with all appurtenances, rights, easements and rights of way incident thereto, on the terms and conditions set forth in this Lease.
- 2. Original Term. The initial term of this Lease (the “Initial Term”) shall commence on the Effective Date and expire at 11:59 p.m. local time in Green Bay, Wisconsin on the date which is the tenth anniversary of the Effective Date, unless otherwise terminated or extended as provided in this Lease.
- 3. Tenant Termination. Tenant shall have the right to terminate the Lease without penalty upon one hundred eighty (180) days written notice to Landlord.
- 4. Landlord Termination and Additional Lease Term. Landlord may provide written notice to Tenant to terminate the Lease no earlier than one hundred eighty (180) days prior to, and no later than one hundred twenty (90) days prior to, the eighth (8th) anniversary of the Effective Date. If Landlord timely delivers such notice, the Lease shall terminate effective as of the tenth (10th)

anniversary of the Effective Date. In the event Landlord does not provide timely notice to terminate under this Section, the Lease term shall be extended for an additional six (6) years following the expiration of the Initial Term (the "Renewal Term"). The Initial Term and the Renewal Term are referred to collectively herein as the "Term."

5. Landlord's Development Option. During the Initial Term, Landlord shall maintain an option to develop portions of the Real Property that are not occupied or utilized by Tenant, provided Landlord's activities shall not interfere with Tenant's operations. Should Landlord exercise this option, the Landlord and Tenant will mutually agree upon the portions of the Real Property available for development. In the event that any portion of the Improvements on the Land that are to be demolished or remodeled as part of such development, prior to the termination of this Lease Addendum, contain any equipment or personal property of Tenant, such equipment or personal property shall be removed or disposed of by Landlord, at Landlord's sole cost and expense. Any demolition required for redevelopment shall be the Landlord responsibility. For the avoidance of doubt, at Lease termination, all the Tenant's personal property, furniture, trade fixtures, shelves, bins, inventory, equipment, and machinery shall be removed at the Tenant's expense.

6. Lease Payments. The initial Lease Payment shall be due and payable on the Effective Date and, if the Initial Term commences on a date other than the first (1st) day of a calendar month, the monthly Lease Payment for that first month shall be pro-rated on a daily basis based on a 365-day calendar year based on the number of days remaining in that calendar month. Thereafter, Lease Payments shall be due and payable in advance on the first (1st) day of each calendar month during the Term in equal monthly installments, based on the following annual rental amounts:

Year 1: \$18,129.00 (monthly: \$1,510.75)

Year 2: \$18,492.00 (monthly: \$1,541.00)

Year 3: \$18,861.00 (monthly: \$1,571.75)

Year 4: \$19,239.00 (monthly: \$1,603.25)

Year 5: \$19,623.00 (monthly: \$1,635.25)

Year 6: \$21,585.00 (monthly: \$1,798.75)

Year 7: \$23,744.00 (monthly: \$1,978.67)

Year 8: \$26,119.00 (monthly: \$2,176.58)

Year 9: \$28,731.00 (monthly: \$2,394.25)

Year 10: \$31,604.00 (monthly: \$2,633.67)

Year 11: \$34,764.00 (monthly: \$2,897.00)

Year 12: \$38,240.00 (monthly: \$3,186.67)

Year 13: \$42,065.00 (monthly: \$3,505.42)

Year 14: \$46,271.00 (monthly: \$3,855.92)

Year 15: \$50,898.00 (monthly: \$4,241.50)

Year 16: \$55,988.00 (monthly: \$4,665.67)

“Lease Payments” shall be deemed part of the rent amounts payable by Tenant to Landlord under this Lease as set forth above.

Tenant covenants and agrees to make the Lease Payments promptly when due without notice or demand therefore and, shall be paid without any abatement, deduction, or setoff. Tenant covenants and agrees to make the Lease Payments in lawful money of the United States, to Landlord at Landlord’s address as provided in Section 18 of this Lease. Tenant’s covenant to make the Lease Payments is independent of every other covenant in this Lease.

7. Use of the Real Property. During the Term, Tenant may use the Real Property for operations consistent with its past use as a drop forge facility, including continued operation under the current noise variance issued by the applicable government authority. Tenant may use the Real Property for other uses only upon the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant will use the Real Property in a manner which is in compliance with all Laws and will not commit waste.

8. Triple Net Lease. Except for property taxes, Tenant shall be solely responsible for all the Real Property’s expenses in addition to the Lease Payments during the Lease Term, including maintenance, insurance, utilities, and costs associated with keeping the interior of the Improvements on the Land in good condition and repair and in a neat and clean condition, reasonably wear and tear excepted; provided, however, if any repair which would otherwise be Tenant’s responsibility pursuant to this Section 8 is occasioned by the negligence or fault of Landlord, its agents, employees or invitees, in performing any redevelopment work on the Real Property, then such repair or replacement shall be performed by Landlord, at Landlord’s cost and expense. Notwithstanding any of the foregoing, and except for maintenance or repairs required to be made by Tenant as set forth in this Section 8, above, Landlord shall have no obligation to maintain, repair or replace the Improvements, including, but not limited to, any necessary repair, maintenance and/ or replacement of the mechanical, plumbing, electrical and heating, ventilation and cooling system servicing the Improvements nor keep the foundation, roof and all structural components of the Improvements in good condition. Should Tenant wish to undertake any of these repairs or obligations, Tenant shall give notice of intent to make such repairs and request permission from Landlord, such permission not to be unreasonably withheld.

9. Alterations. Tenant may not make or suffer to be made any additions, alterations, improvements or changes (collectively, “Alterations”) in or to the Real Property without the prior written consent of Landlord. However, Tenant may, without the requirement of obtaining Landlord’s consent (and instead only upon written notice provided to Landlord not less than ten (10) Business Days prior to the initial commencement of construction of the Alterations being

required), make such nonstructural alterations and improvements in or to the Real Property, up to a cost of not more than \$50,000, as may be proper or necessary for the conduct of its business and which are otherwise consistent with the requirements of this Lease and with Laws. Any Alterations shall be completed promptly, in a good and workmanlike manner. The cost of any Alterations shall be paid in full by Tenant, in cash or its equivalent, so that the Real Property shall be free of liens for labor and materials supplied or claimed to have been supplied to or in connection with the Real Property. Any Alterations to the Real Property by Tenant may be removed by Tenant at any time, provided Tenant repairs any damage to the Real Property caused by said removal. Upon completion of any such work related to any such Alterations, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

10. Title; Condition of the Real Property. Landlord represents and warrants to Tenant that, as of the Effective Date, Landlord has fee simple title to the Real Property free of any liens, charges or encumbrances that would interfere with the use of the Real Property in a manner consistent with its use immediately prior to the Effective Date. Except for the foregoing representation and warranty of Landlord as set forth in this Section 10, Landlord makes no other warranty of any kind concerning the Real Property and offers the same to Tenant on an AS IS, WHERE IS AND WITH ALL FAULTS BASIS. TENANT EXPRESSLY WAIVES ANY WARRANTY OF CONDITION OR OF HABITABILITY OR SUITABILITY FOR OCCUPANCY, USE, HABITATION, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY, EXPRESS OR IMPLIED, RELATING TO THE REAL PROPERTY. However, nothing in this Lease shall be construed to limit the rights or remedies of the Agreement.

11. Trade Fixtures of Tenant. Tenant may furnish, install and maintain on the Real Property any and all fixtures, equipment and other personal property useful in connection with Tenant's operation on the Real Property, consistent with the requirements of this Lease and with Laws. Subject to Section 5, all fixtures, equipment and other personal property installed in or located on the Real Property shall be removed by Tenant upon the expiration or earlier termination of this Lease, provided Tenant repairs any damage to the Real Property resulting from such removal.

12. Insurance.

12.1 Tenant Obligations. Tenant hereby agrees, at its expense: (a) to keep all buildings and improvements now or hereafter located on the Real Property, and fixtures, equipment and other personal property installed in or located on the Real Property by Tenant, insured against loss by fire or other casualties (with extended coverage) in an amount equal to one hundred percent (100%) of the replacement value thereof; and (b) to maintain comprehensive general public liability insurance, insuring Landlord and Tenant as their interests may appear, with a combined single limit of liability of not less than Four Million Dollars (\$4,000,000) per occurrence. Notwithstanding the foregoing, in the event Tenant permanently vacates any Improvement located on the Real Property and such Improvement is no longer in use by Tenant, Tenant shall have the right to reasonably adjust the amount of insurance maintained under this Section, provided that (a) the adjustment is consistent with commercially reasonable insurance practices for similarly situated properties, and (b) Tenant provides prior written notice to Landlord of any such adjustment.

12.2 Insurance Requirements. All policies of insurance required under this Lease shall be written as primary policies not contributing with and not in excess of coverage that the other Party may carry. All comprehensive general liability insurance procured by Tenant shall name Landlord as an additional insured. All insurance policies or duly executed certificates thereof (which certificates shall evidence the waiver by each insurer of all rights of subrogation and the payment of the subject premiums) required to be carried by a Party shall be delivered to the other Party on or before the Effective Date and, upon renewals of such policies, not less than ten (10) Business Days prior to the expiration of the term of such coverage. Failure by Tenant to deliver copies of any such policy or failure by Landlord to insist upon delivery thereof at any time shall not limit or affect Tenant's or Landlord's obligation to procure and deliver such policies and evidence of coverage as required by this Lease.

12.3 Landlord's Development. As a condition to Landlord undertaking any development activities prior to the expiration or earlier termination of this Lease, Landlord shall maintain, at its sole cost and expense, appropriate liability and property insurance covering such activities in commercially reasonable amounts, and shall provide Tenant with proof of such insurance upon request and prior to commencing any on-site work. Landlord shall ensure that any contractors or third parties performing such activities on its behalf are also properly insured.

12.4 Waiver of Subrogation. Landlord and Tenant waive their respective right of recovery against the other for any direct or consequential damage to the property of the other by fire or other casualty to the extent such damage is insured against under a policy or policies of insurance. Each Party shall cause its insurance policy to be endorsed to evidence compliance with such waiver.

13. Damage or Destruction. If, during the Term, the entire Real Property or such portion thereof as shall render the remaining portion thereof unsuitable for the continued conduct of Tenant's activities thereon shall be damaged or destroyed by fire or other casualty, then Tenant shall have the right, for a period of thirty (30) days thereafter, by giving written notice to Landlord, to terminate this Lease, in which event: (a) Landlord shall be entitled to retain all insurance proceeds payable by reason of and with respect to damage or destruction to the buildings and other improvements comprising part of the Real Property, and (b) Tenant shall be entitled to retain all insurance proceeds relating to Tenant's fixtures, equipment and other personal property. If Tenant does not wish to terminate this Lease, or if the damage or destruction to the Real Property does not render the remaining portion thereof unsuitable for the continued conduct of Tenant's activities thereon, Tenant may request Landlord agree to allow Tenant to commence and proceed with reasonable diligence whatever repairs to the Real Property are necessary to restore the Real Property to the condition the same were in prior to such damage or destruction. All such repairs shall be performed promptly, at Tenant's expense and in a good and workmanlike manner in accordance with all Laws affecting the Real Property or such repairs. If Landlord agrees to allow Tenant to remain, then this Lease shall continue in full force and effect. If Landlord does not agree to allow Tenant to remain, Tenant shall have one hundred eighty (180) days to vacate the Real Property, and the Lease shall terminate as of the expiration of such one hundred eighty (180)-day period.

14. Default; Remedies.

14.1 Default by Tenant. If (a) default be made in the payment of the Lease Payments or any additional sums payable under this Lease by Tenant and such default shall continue for five (5) Business Days after receipt of written notice thereof by Tenant, or (b) default be made in the performance or observance by Tenant of any other covenants or conditions in this Lease contained and such default shall continue for thirty (30) days after written notice thereof shall have been received by Tenant (or if such default is not of a type that can reasonably be corrected within thirty (30) days, then if Tenant fails to commence promptly and in good faith to proceed with due diligence to correct such default), then and in any of the above-described events, Landlord may elect to terminate this Lease and declare the Term ended, to reenter the Real Property or any part thereof with judicial process and to expel and remove Tenant or any Person occupying the same and again to repossess and enjoy the Real Property. Landlord shall also have the right, at its option, to cure any default by Tenant and obtain from Tenant the actual costs and expenses incurred by Landlord in curing such default. Should Landlord elect to cure any default of Tenant's, such election shall not affect Landlord's rights under this paragraph for Tenant's default.

14.2 Default by Landlord. If default be made by Landlord in the performance or observance of any of the covenants or conditions herein contained, or if Landlord breaches any representation or warranty contained herein, and such default or breach shall continue for thirty (30) days after written notice thereof shall have been received by Landlord (or if such default is not of a type that can reasonably be corrected within thirty (30) days, then if Landlord fails to commence promptly and in good faith to proceed with due diligence to correct such default), then Tenant shall have the right, at its option, to immediately terminate this Lease.

14.3 Remedies Not Exclusive. Any right or remedy conferred on Landlord or Tenant under this Lease shall not be deemed to be exclusive of any other right or remedy which might otherwise be available under this Lease or at Law or in equity. The rights and remedies under this Lease shall be cumulative and may be exercised and enforced concurrently and whenever and as often as occasion therefor arises. Notwithstanding the foregoing, any liability of Landlord under this Lease shall be limited solely to its interest in the Real Property.

14.4 No Waiver of Rights. The failure of Landlord or Tenant to insist upon strict performance of any of the terms, covenants or conditions in this Lease contained shall not be deemed a waiver of any of its rights or remedies and shall not be deemed a waiver of any subsequent breach or default in any of said terms, covenants and conditions.

15. Assignment and Subletting. Neither Tenant nor any sublessee or assignee of Tenant, directly or indirectly, voluntarily or by operation of Law, shall enter into an assignment of this Lease or a sublease of the Real Property. Notwithstanding the foregoing, Tenant may, upon written notice to Landlord, and with Landlord's prior consent, such consent not to be unreasonably withheld, assign this Lease or sublease the Real Property, in whole or in part, to (i) any affiliate of Tenant that is under common control with, controlled by, or that controls Tenant, or (ii) any joint venture entity in which Tenant or its affiliate holds a material ownership interest, provided that in each case: (a) Tenant delivers written notice to Landlord no less than ten (10) days prior to the

effective date of such assignment or sublease, and (b) Tenant remains liable for all obligations under the Lease notwithstanding any such assignment or sublease.

16. Indemnity.

16.1 Indemnification by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against all losses, damages, liabilities, penalties, claims, actions, costs and expenses, including, without limitation, costs of investigation and reasonable attorneys' fees, to any Person or property resulting from the willful or negligent act or omission of Tenant or any Tenant Party during the Term, or resulting from the failure of Tenant to perform or observe any of the terms, covenants and conditions of this Lease to be performed or observed by Tenant. In addition, Tenant shall indemnify, defend and save Landlord harmless from and against liabilities, obligations, fines, costs, or expenses of any kind related to (i) any Hazardous Material generated, used, released, stored, or disposed of by Tenant or any Tenant Party at the Real Property or (ii) any violation of Hazardous Materials Laws by Tenant or any Tenant Parties. The indemnity obligations in this Section shall survive termination of this Lease.

16.2 Indemnification by Landlord. Landlord shall indemnify, defend and save Tenant and each Tenant Party harmless from and against all losses, damages, liabilities, penalties, claims, actions, costs and expenses, including, without limitation, costs of investigation and reasonable attorneys' fees, to any Person or property resulting from the willful or negligent act or omission of Landlord or any Landlord Party or resulting from the failure of Landlord to perform or observe any of the terms, covenants and conditions of this Lease to be performed or observed by Landlord. Pursuant to paragraph 8, Tenant is responsible for the maintenance of and conditions of the Improvements and Landlord shall not indemnify Tenant or Tenant Parties for any claims arising from the Improvements, including but not limited to their condition or maintenance. The indemnity obligations in this Section shall survive termination of this Lease.

16.3 Additional Indemnification Provisions. The foregoing indemnities shall not be construed to limit or adversely affect the ability of Landlord or Tenant to avail itself of the benefits of the insurance coverages set forth in this Lease. Landlord's and Tenant's indemnification obligations under this Section shall survive the expiration or earlier termination of the Term of this Lease.

17. Quiet Enjoyment. Landlord hereby covenants that, so long as Tenant shall duly and punctually perform and observe all of its obligations under this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Real Property, subject to the terms, covenants and conditions of this Lease, free from hindrance by Landlord or any other Party.

18. Notices. Whenever in this Lease it shall be required or permitted that notice be given by any Party to the other, such notice shall be in writing and shall be delivered (a) in person or by a reputable courier service that provides receipt of delivery, (b) by deposit in the U.S. mail, postage prepaid, by certified or registered mail, return receipt requested, (c) by a nationally recognized overnight courier service, or (d) by electronic mail immediately followed by delivery in accordance with subparagraphs (a), (b) or (c) above, in each case addressed to the Party concerned

at the following address and/or facsimile number (or at such other address or electronic mail address as a Party may specify by written notice pursuant to this Section to the other Party):

If to Landlord: City of Green Bay
Attn: Law Department
100 North Jefferson Street
Green Bay, WI 54301
E-mail: law@greenbaywi.gov

If to Tenant: W.E. Hoban Company
Attn: William M. Hoban
1341 S State Street
Green Bay, WI 54304
E-mail: bhoban@wehoban.com

With a copy to: Law Firm of Conway, Olejniczak & Jerry, S.C.
Attn: Attorney James M. Ledvina
PO Box 23200
Green Bay, WI 54305
E-mail: jml@lcojlaw.com

Communications sent by personal delivery, courier service, electronic mail or facsimile transmission, as set forth above, shall be effective upon receipt; provided, however, that, with respect to electronic mail and facsimile transmission, the subsequent delivery is made in accordance with subsection (d) above. Communications sent by mail as set forth above shall be effective three (3) days after proper deposit in the U.S. mail.

19. Security Deposit. No security deposit is owed or held with respect to this Lease.

20. Surrender of the Real Property. Upon termination of this Lease, by lapse of time or otherwise, Tenant agrees peaceably to surrender the Real Property to Landlord in good condition and repair, ordinary wear and tear and damage caused by the removal of equipment and other personal property and by casualty or condemnation excepted. All of Tenant's personal property, furniture, trade fixtures, shelves, bins, inventory, equipment, and machinery shall be removed at Tenant's expense. Notwithstanding the foregoing, and consistent with Section 5, in connection with any redevelopment undertaken by Landlord during the lease term that involves demolition or remodeling of any portion of the Improvements on the Land, if such Improvements contain any equipment or personal property of Tenant, Landlord shall, at its sole cost and expense, remove or dispose of such equipment or personal property.

21. Holding Over. If Tenant, with the express written consent of Landlord, remains in possession of the Real Property after the termination of this Lease and without the execution of a new lease, then Tenant shall be deemed to be occupying the Real Property as a tenant from month-to-month, subject to all the applicable terms and conditions of this Lease. If such holdover is

without the written consent of Landlord, then Landlord shall be entitled to all its remedies at Law or equity, and Lease Payments during any such holdover shall be one hundred fifty percent (150%) of the amount of the Lease Payment in effect in the last year of the Term.

22. Access. Landlord shall be entitled to enter upon the Real Property at reasonable times during Tenant's normal business hours for the purpose of examining and inspecting the condition thereof, and performing its obligations under this Lease; provided, however, such entry shall be done in a manner so as not to unreasonably interfere with the conduct of Tenant's activities thereon, and such entry shall only be made if Landlord is accompanied by a responsible employee of Tenant, and provided, further that no Person shall be allowed or permitted on the Real Property if such Person is engaged in any activities, enterprises or business that compete, directly or indirectly, with any product or business of Tenant. Notwithstanding the foregoing, Landlord shall be permitted to enter upon the Real Property at any time, without notice, and without the presence of Tenant's representative, if emergency circumstances exist where immediate action is necessary to prevent or limit injury or death to Persons or damage to property.

23. Compliance with Laws. Tenant shall comply at its cost and expense with all applicable Laws, and with any direction or recommendation of any public officer or officers, pursuant to applicable Law, or any reasonable request of any insurance company carrying any insurance on the Real Property, and any insurance inspection or rating bureau which shall impose any duty upon Landlord or Tenant with respect to the Real Property or the use or occupation thereof, and shall bear all costs of any kind or nature whatsoever occasioned by or necessary for compliance with the same, provided such costs or expenses arise from Tenant's specific use of the Real Property. If, during the Term of this Lease any applicable Law requires that an alteration, repair, addition, or other change be made to the Real Property, and such alteration, repair, addition, or other change is a result of Tenant's use of the Real Property, such work shall be performed at Tenant's expense.

24. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be released, stored, or disposed of in or about the Real Property. Tenant, however, may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for Tenant to conduct normal business operations in the Real Property, provided the same is not in violation of any Hazardous Materials Law. From and after the Effective Date, Tenant shall indemnify and hold the Landlord Parties harmless from and against any damage, injury, loss, liability, charge, demand, or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored, or disposed of by Tenant or any Tenant Party in or about the Real Property, or any violation of Hazardous Materials Laws by Tenant or any Tenant Parties. Tenant shall not be liable for Hazardous Material generated, used, released, stored, or disposed of by Landlord. The indemnity obligations in this Section shall survive termination of this Lease.

25. Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any obligation under this Lease (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either Party to perform its obligations in this Lease due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay, but not in excess of one hundred twenty (120) days

in the aggregate. Nothing contained in this Section shall excuse either Party from paying in a timely fashion any payments due under the terms of this Lease or extend the term of this Lease. Either Party (the “Force Majeure Noticing Party”) shall give the other Party notice within fifteen (15) days of the commencement of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue. The Force Majeure Noticing Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Force Majeure Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the Force Majeure Event ends. In the event that the failure or delay remains uncured for a period of one hundred twenty (120) days following written notice given by the Force Majeure Noticing Party under this Section, either Party may thereafter terminate this Lease upon thirty (30) days' written notice.

26. Defined Terms. In addition to other terms defined elsewhere herein, the following defined terms shall apply to this Lease:

“Affiliate” means for any entity, any parent, subsidiary or affiliate entity which Controls, is Controlled by or is under common Control with such entity (for purposes of this definition, “Control” means the possession of the power to direct or cause the direction of the management and policy of an entity, whether through the ownership of voting securities, by statute, or by contract).

“Business Day(s)” means all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays in the State of Wisconsin.

“Force Majeure Event” means any of the following events: (a) acts of God; (b) floods, fires, earthquakes, explosions, or other natural disasters; (c) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (d) proclamations, orders, Laws, actions, or requests of any Governmental Authority; (e) embargoes or blockades in effect on or after the date of this Lease; (f) epidemics, pandemics, or other national or regional public health emergencies; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Parties.

“Governmental Authority” means any federal, state, provincial, municipal, local, or foreign government or political subdivision thereof, or any agency, bureau, board, commission, or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, administrator, court, or tribunal of competent jurisdiction.

“Hazardous Materials” means any pollutant, contaminant, or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any applicable Environmental Law, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended or hereafter amended including, without limitation, any material or substance which is: (a) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317) or equivalent State Laws; (b) defined as a “hazardous waste” pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (c) defined as a “hazardous substance”

pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601) or equivalent State Laws; (d) petroleum; (e) asbestos or asbestos-containing materials; (f) polychlorinated biphenyls ("PCBs") or substances or compounds containing PCBs; (g) radon; (h) medical waste; and (i) petroleum products.

"Hazardous Materials Law" means all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to remedial action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Real Property, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

"Landlord Party" means Landlord, its Affiliates and its or their partners, officers, shareholders, directors, members, managers, trustees, beneficiaries, employees, principals, contractors, licensees, agents, invitees, insurers, or representatives.

"Laws" means all applicable laws, statutes, and ordinances (including building codes, regulations, rules, orders, zoning ordinances, local fire requirements, and regulations), orders, directives, and requirements of all federal, State, county, municipal departments, bureaus, boards, agencies, offices, commissions, and other subdivisions thereof, or of any official thereof, or of any Governmental Authority, which may be applicable to the Real Property, or any part thereof, or to the Tenant's business, including, without limitation, the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 to 12213) and Title III of the Americans with Disabilities Act (42 U.S.C. §§ 12181 to 12189), the Occupational Safety and Health Act (29 U.S.C. §§ 651 to 678), as amended from time to time, or otherwise.

"Person" means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority, or any other entity.

"Tenant Party" means Tenant, its Affiliates, and each of their respective partners, officers, shareholders, directors, members, managers, trustees, beneficiaries, employees, principals, contractors, licensees, agents, invitees, insurers, or representatives.

27. Miscellaneous.

27.1 Amendment. Neither this Lease nor any of its terms or conditions may be modified or amended, except by an agreement in writing duly executed and delivered by both Landlord and Tenant.

27.2 Headings. The headings of the paragraphs and subparagraphs of this Lease are for convenience only and shall in no way affect the construction or effect of any of the terms, covenants or conditions hereof.

27.3 Relationship. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant or of any relationship other than landlord and tenant.

27.4 Successors; Assigns. This Lease and each of its terms and conditions shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and assigns. No third party, other than such successors and assigns, shall be entitled to enforce any term or condition of this Lease or have any rights under this Lease.

27.5 Late Payment. Any amount not paid by Tenant within ten (10) Business Days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the lesser of the highest rate permitted by Law or twelve percent (12%) per year. It is expressly the intent of Landlord and Tenant at all times to comply with Law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If Law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the Law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

27.6 Partial Invalidity. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by Law. If any provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by Law.

27.7 Entire Agreement. This Lease (including any Exhibit(s) hereto) is intended as a final expression of the Parties' agreement and may not be contradicted by evidence of any prior written or oral agreement. The Parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Lease.

27.8 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Signatures transmitted by electronic mail and/or facsimile shall be deemed originals and shall be binding upon the Parties.

27.9 Quiet Enjoyment. Upon Tenant paying the Lease Payments and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Real Property during the Term as against all Persons claiming by, through, or under Landlord, subject, however, to the provisions of this Lease.

27.10 Survival. Upon the expiration or other termination of this Lease, neither Party shall have any further obligation or liability to the other, except as otherwise expressly provided in this Lease and except for such obligations as by their nature can only be performed after such expiration or other termination. Any liability for a payment which shall have

accrued or relates to any period before the expiration or other termination of this Lease shall survive the expiration or earlier termination of this Lease.

27.11 Construction. This Lease shall be construed without regard to any presumption or other rule requiring construction against the drafting Party. The captions, headings, and titles in this Lease are solely for convenience of reference and shall not affect the interpretation of the provisions under such caption, heading, or title. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. As used in this Lease: (a) “and/or” when applied to one or more matters or things applies to any one or more, or all such matters or things as the circumstances warrant; (b) “including” means “including, without limitation”; and (c) “this Lease,” “herein,” “hereof,” and “hereunder,” and words of similar import, refer to this Lease as a whole, and not to any particular section, unless expressly so stated. All of the terms and provisions of each exhibit or schedule to this Lease are incorporated into and made a part of this Lease to the same extent as if they were included in the body of this Lease. Time is of the essence as to the performance of Landlord’s and Tenant’s obligations under this Lease.

27.12 Governing Law; Consent to Jurisdiction and Venue. This Lease shall be governed by the Laws of the State of Wisconsin, which shall govern the validity, performance, and enforcement of this Lease. Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, in any forum other than the state or federal courts located in the State of Wisconsin and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in such courts.

27.13 WAIVER OF JURY TRIAL. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT’S USE OR OCCUPANCY OF THE REAL PROPERTY, OR ANY CLAIM OF INJURY OR DAMAGE.

27.14 Recording. Neither this Lease, nor any notice or memorandum regarding the terms hereof, shall be recorded by Tenant. However, either Party may record a memorandum of this Lease in customary form, including reference to the existence of the Right of First Refusal herein, and the other Party upon request shall execute and deliver such memorandum.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have made this Lease effective as of the Effective Date by signing below.

LANDLORD:
CITY OF GREEN BAY, WISCONSIN

By: _____
Name: _____
Title: _____

TENANT:
W.E. HOBAN COMPANY F/K/A CLEVELAND
HARDWARE AND FORGING COMPANY

By: _____
Name: _____
Title: _____

5558464_2

Exhibit B-ENVIRONMENTAL ADDENDUM

(1341 State Street, Green Bay, Wisconsin)

This Environmental Addendum ("Addendum"), is made and entered into August _____, 2025 and is incorporated into and a material part of that certain Purchase, Sale and Lease Agreement ("Agreement") between the Parties dated of even date herewith. Unless otherwise defined herein, all terms defined in the Agreement shall have the same meaning in this Addendum.

RECITALS:

A. The Parties are mutually aware that contamination has been detected in and around the Property and that such contamination has been reported to the Wisconsin Department of Natural Resources (WDNR).

B. WDNR Environmental Repair Program (ERP) sites associated with the Property include:

- a. Green Bay Drop Forge-Petroleum (BRRTS #02-05-321493)
- b. Green Bay Drop Forge-Chlorinated (BRRTS # 02-05-000568)
- c. W.E. Hoban Company (BRRTS# 02-05-596728).

C. The Green Bay Drop Forge-Petroleum and Green Bay Drop Forge-Chlorinated ERP sites were closed by WDNR with continuing obligations based on the Property being used for industrial purposes.

D. The W.E. Hoban Company ERP site is considered open by WDNR and, by letter dated May 19, 2025, WDNR has issued a letter to Seller requiring Seller to investigate and remediate such contamination under Section 292.11, Wis. Stats., (the "WDNR Claim").

E. The investigation and potential remediation of the W.E. Hoban Company ERP site (hereinafter the "Open Site") is ongoing.

F. There are three other WDNR ERP sites adjacent to the Property that the Parties acknowledge may be impacting the Property. They are:

- a. BRRTS 03-05-208579
- b. BRRTS 13-05-575485
- c. BRRTS 02-05-000506

G. Purchaser is willing to close on the purchase of the property as set forth in the Agreement without the WDNR closing the investigation of the Open Site, provided that Seller agrees to be responsible to continue to address the WDNR Claim until such time as no further

action is required an the WDNR issues a final case closure letter for the Open Site (a “Case Closure Letter”).

H. Seller will continue to occupy the Property following the Closing of the purchase pursuant to the Agreement and Lease Addendum. Purchaser agrees that the Case Closure Letter may include continuing obligations based on the Property being used for industrial purposes.

I. Purchaser and Seller shall each be responsible for fifty percent (50%) of the reasonable and necessary costs incurred in obtaining the Case Closure Letter, with Purchaser’s financial obligation capped at \$50,000. If the costs incurred exceed \$100,000, Sell shall be responsible for all remaining costs to obtain a Case Closure Letter.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.

2. Remediation of Contamination. Seller is solely responsible for the WDNR Claim in accordance with all applicable statutes and regulations through the receipt of the Case Closure Letter. Seller shall perform the work necessary to obtain the Case Closure Letter in a timely manner so as to obtain the Case Closure Letter at the earliest opportunity, but no later than termination of the Lease. The Case Closure Letter may be conditioned upon the placement of the Property on Wisconsin's Geographic Information System ("GIS") soil or groundwater database and may be subject to continuing obligations under Chapter NR 727, Wis. Admin Code based on the Property being used for industrial purposes.

3. Costs.

- a. Seller and Purchaser shall share all reasonable and necessary costs to obtain the Case Closure Letter equally, up to \$100,000 (each responsible for \$50,000). All costs above \$100,000 will be borne by Seller.
- b. Purchaser reserves the right to request that the Property be cleaned up to a higher standard, such as small commercial. In the event Purchaser elects to pursue closure at such a higher standard, Purchaser and Seller will cooperate in good faith to achieve this goal. Purchaser shall be solely responsible for any reasonable and necessary incremental costs incurred to meet the higher cleanup standard beyond the Property being used for industrial purposes.

4. Notice. All notices and other communications required or permitted hereunder shall be in writing and shall be delivered by hand or sent by facsimile (with hard copy to follow), or sent, postage prepaid, by registered, certified or express mail, or reputable overnight courier service and shall be deemed given so delivered by hand or facsimile, or if mailed, when received as follows:

If to SELLER: W.E. Hoban Company
Attn: William M. Hoban
1341 S State Street
Green Bay, WI 54304
E-mail: bhoban@wehoban.com

With a copy to: Law Firm of Conway, Olejniczak & Jerry, S.C.
Attn: Attorney James M. Ledvina
PO Box 23200
Green Bay, WI 54305
E-mail: jml@lcojlaw.com

If to PURCHASER: City of Green Bay
Attn: Law Department
100 North Jefferson Street
Green Bay, WI 54301
E-mail: law@greenbaywi.gov

or to such other address or addresses as Seller or Purchaser may hereafter designate by like notice.

5. Miscellaneous.

- a. Assignment. This Addendum shall not be assigned by any party hereto without obtaining the prior written consent of the other parties, which consent shall not be unreasonably withheld.
- b. Successors and Assigns. This Addendum will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.
- c. Entire Agreement. This Addendum contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

- d. Amendments. This Addendum may be amended only by a written instrument duly executed by all the parties hereto.
- e. Counterparts. This Addendum may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.
- f. Severability. If any provision of this Addendum or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under applicable law, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
- g. Headings. The headings contained in this Addendum are for reference only and shall in no way affect the construction of or effect of any of the terms, covenants, or conditions hereof.
- h. Controlling Law. This Addendum and each and all the terms, covenants and conditions hereof shall be interpreted in accordance with and governed in all respects by the internal laws of the State of Wisconsin.
- i. Attorneys' Fees. In the event of any action between the parties arising out of this Addendum the non-prevailing party in such action shall pay the prevailing party's attorneys' fees incurred in such action.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum as of the day and year first above set forth.

PURCHASER:

CITY OF GREEN BAY, WISCONSIN

By: _____

Name: _____

Title: _____

SELLER:

W.E. HOBAN COMPANY F/K/A CLEVELAND
HARDWARE AND FORGING COMPANY

By: _____

Name: _____

Title: _____



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # R.3

To receive and place on file the request from Ald. Eck the total of expenses by department that can be attributed to St. John's Park for this past year, June 2024-June -2025.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. 2025-07-03 Dist II to Finance

Online Form Submittal: Alders' Petitions and Communications

From noreply@civicplus.com <noreply@civicplus.com>

Date Wed 7/2/2025 2:27 PM

To Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Joseph Faulds <Joseph.Faulds@greenbaywi.gov>; Lindsey Belongea <Lindsey.Belongea@greenbaywi.gov>; Melinda Eck <Melinda.Eck@greenbaywi.gov>; Jennifer Grant <Jennifer.Grant@greenbaywi.gov>

Alders' Petitions and Communications

Name	Melinda Eck
Committee Name	Finance Committee
Text of Communication	I would like to get a total of our expenses by department that can be attributed to St. John's Park for this past year, June 2024-June 2025. This includes: - All police calls, (number and expense) - Cleaning of the park (number of times and expense) - Maintenance of the park (removing fence, cleaning, repairing items) - Cleaning bathrooms

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



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # R.4

To approve the Claims Committee Reports.

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

BACKGROUND

RECOMMENDATION

To Approve

FISCAL IMPACT

ATTACHMENTS

1. Claims Committee Rpt April 2025 to June 2025
2. Claims Committee Rpt July



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

Dan Ditscheit, Parks Director

AGENDA ITEM # S.I

To deny the request by the owner of 531 S. Oakland Avenue to waive the \$3,841.00 unauthorized tree removal fee (held from the 7/15/25 Council meeting).

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

August 5, 2025

PREPARED BY

Dan Ditscheit, Parks Director

AGENDA ITEM # S.2

To approve proceeding with staff recommendations regarding upgrades to the crosswalk at Monroe Avenue and St. James Park and continue to monitor for the possible installation of an RRFB in the future.

BACKGROUND

Ald. Galvin will provide background.

RECOMMENDATION

FISCAL IMPACT

Unknown at this time.

ATTACHMENTS

1. 2025-06-25 Dist 4 to Parks
2. S Monroe Pedestrian Crossing Lawe Street

Online Form Submittal: Alders' Petitions and Communications

From noreply@civicplus.com <noreply@civicplus.com>

Date Tue 6/24/2025 6:09 PM

To Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Joseph Faulds <Joseph.Faulds@greenbaywi.gov>; Lindsey Belongea <Lindsey.Belongea@greenbaywi.gov>; Bill Galvin <Bill.Galvin@greenbaywi.gov>; Jim Ridderbush <Jim.Ridderbush@greenbaywi.gov>

Alders' Petitions and Communications

Name	Bill Galvin
Committee Name	Improvement and Services Committee redirected to PRF, per Ald. Galvin 7/3/25
Text of Communication	I would like the city to obtain an RRFB for the cross walk at Monroe ave and ST. James Park

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

Rectangular Rapid-Flashing Beacon (RRFB) Warrants with WisDOT

While there isn't a specific RRFB warrant within the Manual on Uniform Traffic Control Devices (MUTCD), the Wisconsin Department of Transportation (WisDOT) outlines criteria and considerations for installing RRFBs, which are pedestrian-activated warning devices designed to improve pedestrian conspicuity at uncontrolled crossings.

Here's a summary of the factors considered by WisDOT for RRFB installation:

- **Location:** The crossing must be an uncontrolled pedestrian crossing, not controlled by STOP or YIELD signs or traffic signals.
- **Pedestrian Volume:** The crossing should have an established school route, accommodate a minimum pedestrian volume of 100 pedestrians/day, or have a history of pedestrian crashes within the last three years.
- **Roadway Type:** While applicable to various crossings, RRFBs are particularly effective at multilane crossings with speed limits less than 40 miles per hour.
- **Observed Issues:** Instances of vehicles failing to yield to pedestrians in the crosswalk, high pedestrian delay due to traffic gaps, or crash history and observed conflicts between vehicles and non-motorists are all indicators that an RRFB might be warranted.
- **Supporting Infrastructure:** The RRFB should be used in combination with a marked crosswalk, wheelchair ramps, advance warning signs or pavement markings, and overhead lighting.
- **Approval:** Although there's no MUTCD warrant, approval from the Federal Highway Administration (FHWA) is generally required if not already granted to the state or local agency.
- **Effectiveness:** Agencies should consider that RRFBs may be less effective on wider multi-lane or higher-speed roadways.
- **Public Outreach:** Public involvement and outreach may be needed to educate the public on RRFB operations.

In essence, WisDOT considers a combination of factors related to pedestrian volume, safety concerns, and roadway characteristics when determining if an RRFB is a suitable intervention to improve safety at an uncontrolled crossing. It's crucial to refer to the official WisDOT manuals and policies for the most up-to-date and specific guidelines for RRFB installation in Wisconsin.



Recommendation:

DPW Traffic has not had any complaints or concerns regarding this segment of S. Monroe. WisDOT crash data indicates no vehicle crashes of any kind on S. Monroe Avenue at Spring, Lawe or Congress streets from January 2020 to present. Prior to the city recommending the installation of an RRFB the following should occur.

- Install Continental Crosswalk Marking
- Install Pedestrian crossing signs
- Continue to use back-to-back “IN STREET PEDESTRIAN SIGN” in center roadway at crossing times associated with City Band Concert series.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

Emma Baierl, Dan Ditscheit, Parks Director

AGENDA ITEM # S.3

To approve hiring WDM Architects to complete a Strategic Business Plan and Masterplan for the Wildlife Sanctuary for a total cost of \$310,000.

BACKGROUND

The last masterplan for the Wildlife Sanctuary was completed in 1980 and is very out of date. The Parks Department is proposing to hire WDM Architects to complete a Strategic Plan and Masterplan to help guide the future growth of the park. The purpose of the Strategic Plan is to provide recommendations on how to make the Wildlife Sanctuary more financially independent.

The scope of work for the Strategic Plan includes;

Develop a draft strategic plan with short- (three-year), mid- (five-year), and long-term (ten-year) actions to achieve the overall goals and objectives for market advancement, physical improvement, and growth. The plan shall include definitive strategies, sequence of actions, timeframes, and budget models. The strategic plan should include but is not limited to the following:

- Refine Wildlife Sanctuary Goals and Objectives recommendations.
- Delineate strategies to achieve the Wildlife Sanctuary goals with a recommended action plan.
- Propose organizational and financial profiles of the Wildlife Sanctuary.
- Recommend best practices to optimize income and increase the facility's annual revenue.
- Develop a fund-raising strategy and pricing structure recommendation.

The scope of the Master Plan includes;

The selected consultant will prepare a final masterplan based on staff, stakeholder, and consultant recommendations. The conceptual master plan designs should include but are not limited to the following:

- Develop master plans including recommendations for the creation of new animal care, exhibits, and related developments ensuring they meet AZA and USDA standards within naturalistic environments that offer innovative, interactive, and fun educational, horticultural, recreational, and conservation activities.
- Proposed improvements and location and orientation of buildings, structures, habitat restoration, signage, site access, and circulation.
- Design style and aesthetics including the visual character of buildings and exhibits, building sizes, and general building materials.
- Determine if storm water management is required and if so, develop a storm water management concept which may include one BMP or multiple BMPs if necessary.
- ADA accessibility must be evaluated and recommendations on ADA improvements should be considered as part of the planning.
- Identify utility system expansion as necessary.
- Prepare estimated costs for construction in phases with benchmarks that align with the 10-year strategic plan.

RECOMMENDATION

To approve.

FISCAL IMPACT

The Parks Department is proposing to use \$310,000 in donated funds to pay for this Strategic Business Plan and Masterplan.

ATTACHMENTS

- I. WDMs_BayBeach-MP_Proposal (I)



WDM ARCHITECTS' PROPOSAL FOR PLANNING AND DESIGN SERVICES FOR

Bay Beach Wildlife Sanctuary: Strategic and Master Planning

25 JUNE 2025



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“The Phoenix Zoo has recently completed a 15-year Master Plan with the help of WDM. This capital project roadmap will help us be well-positioned to approach donors for private funding. We are always seeking to improve animal health and welfare as well as provide a better experience for our visitors.”

— Bert Castro, President/CEO, Phoenix Zoo

WDM Architects P.A.
wdmarchitects.com
316.262.4700



WDM Architects, P.A.
105 North Washington
Wichita, KS 67202

wdmarchitects.com
316.262.4700

June 24, 2025

Kaurie Mihm, PLA
Park Planner
Green Bay Parks Department
100 North Jefferson Street, Room 510
Green Bay, WI 54301

RE: Proposal for Planning and Design Services for Bay Beach Wildlife Sanctuary Strategic & Master Planning

Ms. Mihm and members of the Selection Committee:

Bay Beach is uniquely positioned in the Green Bay community to provide environmental education and recreation opportunities which connect people with nature. A new 10-year integrated plan that brings together Campus master planning with your Strategic vision and financial plan can play a pivotal role in your success!

Rehabilitation: Our team is experienced in animal health care facilities of different types. We have designed or currently working on eight zoological animal hospitals, multiple quarantine facilities, and a few small animal clinics associated with animal shelters. We understand the importance and needs of these programs doing important work behind the scenes.

Education: We have worked with many of our partners on enhancing learning experiences throughout their facilities. These include everything from classroom buildings, to educational animal holding areas, amphitheaters, and educational signage. We have seen that approaching education from a variety of perspectives can help to impact the widest cross-section of your community.

Recreation: An appreciation and care for wildlife often starts by getting outdoors and connecting with the wonder of nature. We have worked to create recreational opportunities that are intertwined with the natural world to help foster that connection and to be accommodating to all people, regardless of age, background or ability.

Conservation: The thread that ties all these together is conservation. Helping to ensure that we maintain (and rebuild) ecosystems where all varieties of marvelous flora and fauna can thrive together for the enjoyment and betterment of all is our top priority.

WDM Architects has a wide range of master planning and project experience: zoos, botanical gardens, city parks, and nature centers. Our team is balanced by the great depth Canopy brings in strategic and business planning for the same types of organizations. Finally, our local partner Mach-IV, understands all the conditions for storm water, erosion and the permitting requirements that come along with those.

We have carefully considered your RFP and believe that our team is uniquely suited and experienced to tackle the programmatic and creative challenges of your vision.

Sincerely,

Scott Ramser, AIA
Principal



SECTION 1

Fee Proposal

Provide a lump sum not to exceed cost for phases 1-3.



Not-to-Exceed Total Cost

For the design services indicated, we propose to complete the work for a **lump sum of \$310,000**. This includes being on-site for 7 in-person meetings. Other scheduled meetings will be virtual.

Reimbursable expenses for printing, mileage, travel expenses, are included in the fee shown above.

Additional Scope if desired:

Additional On-site meetings
per meeting, per person. \$3,500

Topographic Survey \$6,500
Topographic site survey of improved areas of the site that will include mapping of elevations, existing buildings, visible utilities, pavements, lagoon shorelines and other constructed improvements. Survey will be combined with available LIDAR data for the undeveloped areas of the property and provided in a base map in .dwg and .pdf format.

Utility Survey \$3,100
Collection and mapping of underground utility information including pipe sizes and inverts for existing storm and sanitary sewers. Collection and mapping of utilities located by Diggers Hotline. Information will be added to base map.

Private Utility Locate \$3,400
We will subcontract a private utility locator to identify and mark underground utilities not marked by Diggers Hotline. Information will be collected and added to the base map.

Additional services required or requested shall be billed at our hourly rates. Significant changes or revisions made to the original scope may require renegotiation of fees. We reserve the right to revise this proposal if notice of award is not given within 60 days from the date submitted.

Additional Services not included:

- Laser scanning, 3D modeling, or drafting of existing conditions (These services are available, additional fees apply).
- Environmental or soil testing.
- Production or printing of design documents.
- Energy compliance forms or calculations.
- Completion of permit application forms.
- Grant writing or applications.

If you have any questions regarding this proposal, please do not hesitate to ask. We appreciate the opportunity to provide you with this proposal.



SECTION 2

Firm's Background & Experience

Background and experience of your firm along with examples of at least three similar projects you have completed or that are in progress.



ZOOLOGICAL ARCHITECTS WDM Architects P.A.

At WDM Architects, zoo design is not just part of what we do — it's core to who we are. For over 30 years, we've partnered with zoos across the country to create immersive, mission-driven environments that support animal welfare, engage guests, and promote global conservation.

Experience: Our portfolio includes complex habitats for arboreal, terrestrial, and aquatic species, each designed to encourage natural behaviors, prioritize verticality, and offer meaningful enrichment opportunities.

Collaboration: We value the expertise of your animal care teams. Our process is rooted in listening — to keepers, curators, facilities staff, and leadership — ensuring that the final design enhances your mission, not ours.

Technical Proficiency: We understand the operational demands of zoological environments. From durable materials and staff safety to precise animal comfort systems, our construction documents are clear, buildable, and tailored to your specific needs.

Commitment: We recognize the significance of your project and are prepared to dedicate the resources required to meet your goals. Our team is responsive, reliable, and energized by the opportunity to contribute.

As commercial members of the Association of Zoos and Aquariums (AZA), we are passionate advocates for the role zoos play in advancing conservation, education, and animal care. We also believe that inclusive, equitable teams create better design outcomes — WDM is an equal opportunity employer committed to diversity, equity, and inclusion in both our studio and the communities we serve.

Conservation Focus.
Crowd Pleasing Results.



Firm Location

105 N. Washington
Wichita, Kansas 67202
316.262.4700

Zoo Design Stats

- 30+ years
- 55+ Zoos
- 200+ projects
- 31+ Master Plans

Zoo Design Studio

- Master Planning
- Exhibit Design
- Architecture



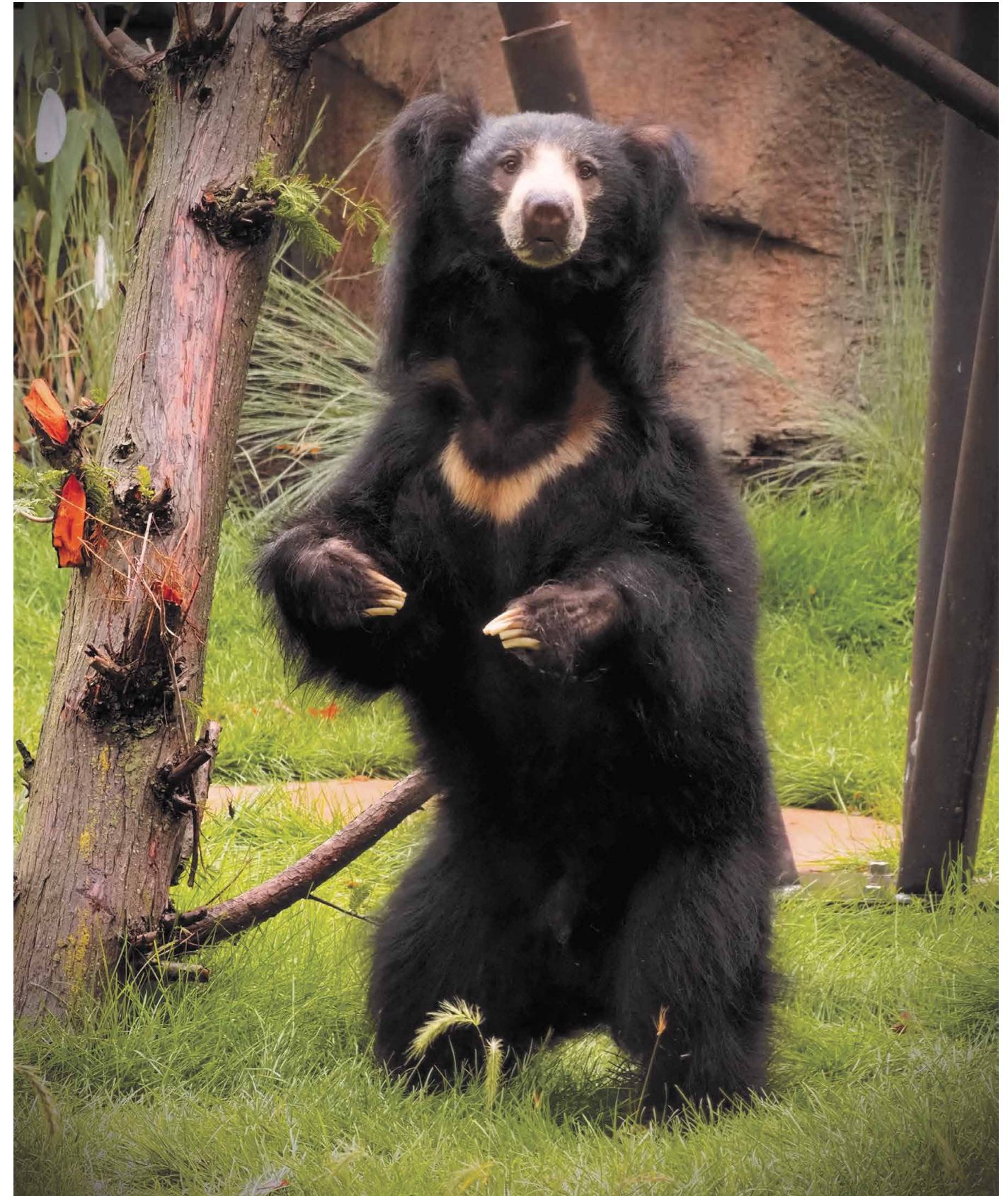
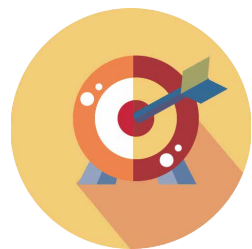
Relevant Experience in Similar Projects

- **Animal Well-being**
- **Focus on native species and inspiring local conservation**
- **Environmental Responsibility**
- **Mission-sustaining Financial growth**
- **Improving experience for guests of all abilities**

The following pages highlight our extensive experience in zoo master planning, creating successful and sustainable environments for both animals and visitors alike. **In addition to describing master planning, we provide details of several subsequent projects initiated by those Master Plans.** Our portfolio showcases collaborations with a wide range of institutions of varying size and complexity. We believe the selected projects relate to the goals and aspirations set forth in your RFP and highlight our relevant experience in similar projects..

- Extensive Track Record:** With more than two dozen master plans completed for various zoos, WDM Architects boasts a wealth of experience in this specialized field.
- Understanding of Zoo Dynamics:** As a commercial member of AZA (Association of Zoos & Aquariums), we comprehend the intricacies of zoo operations, ensuring a balance between guest experience, animal welfare, and conservation efforts.
- Impactful Results:** Our work with El Paso Zoo led to significant recognition, with the institution securing increased funding following the successful implementation of our master plan. Similarly, our ongoing partnership with Alexandria Zoo includes the design of innovative attractions like a restaurant with a view into their tiger habitat.
- Pioneering Projects:** WDM Architects is currently spearheading the design of Midland Zoo, the first ground-up zoo construction project in the U.S. in decades. This endeavor encompasses the creation of over 60 buildings, habitats, and guest amenities, underscoring our commitment to innovation and sustainability.
- Continued Growth and Development:** The Western North Carolina Nature Center master plan that we completed in 2012 emphasized strategic development centering around: animal welfare, community engagement and mission driven business excellence. Over the last decade conservation programs have included steadily increasing significant births. Their attendance has grown 78% (from 108,000 to 192,000). And the Center's economic impact for 2023 was estimated at \$23 million.
- Sustainable Design:** Akron Zoo's Grizzly Ridge, a LEED-Silver exhibit project executed by WDM Architects, underscores our dedication to environmentally conscious design practices.
- Inspiring Local Conservation:** WDM Architects is proud to have designed some of the most innovative and impactful native species exhibits in the country. Exhibits like Oklahoma City Zoo's Oklahoma Trails, Akron Zoo's Grizzly Ridge, and Cameron Park Zoo's Brazos River Country showcase each zoo's native flora and fauna in innovative, educational, and inspiring exhibits that promote local conservations efforts.

Through our collective expertise and unwavering commitment to excellence, WDM Architects stands ready to support the Bay Beach Wildlife Sanctuary in realizing its vision for the future.



Sloth bear with enrichment at Cleveland Metroparks Zoo. Photo credit: Gina Wilkolak, Cleveland Metroparks Zoo Society

Menominee Park Zoo: Master Plan

Oshkosh, Wisconsin



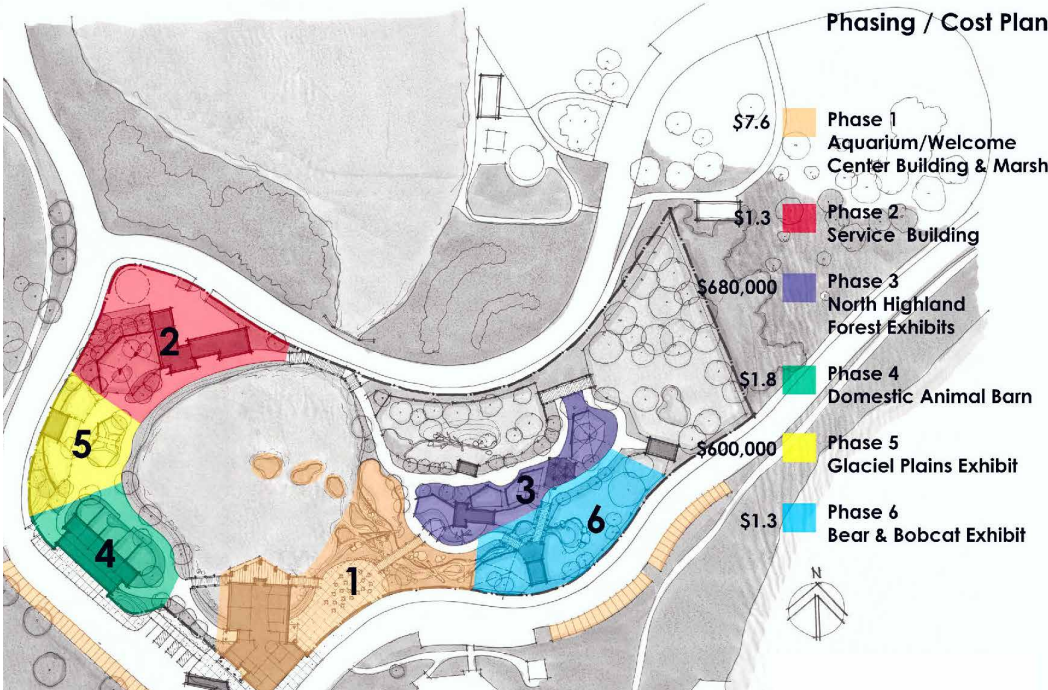
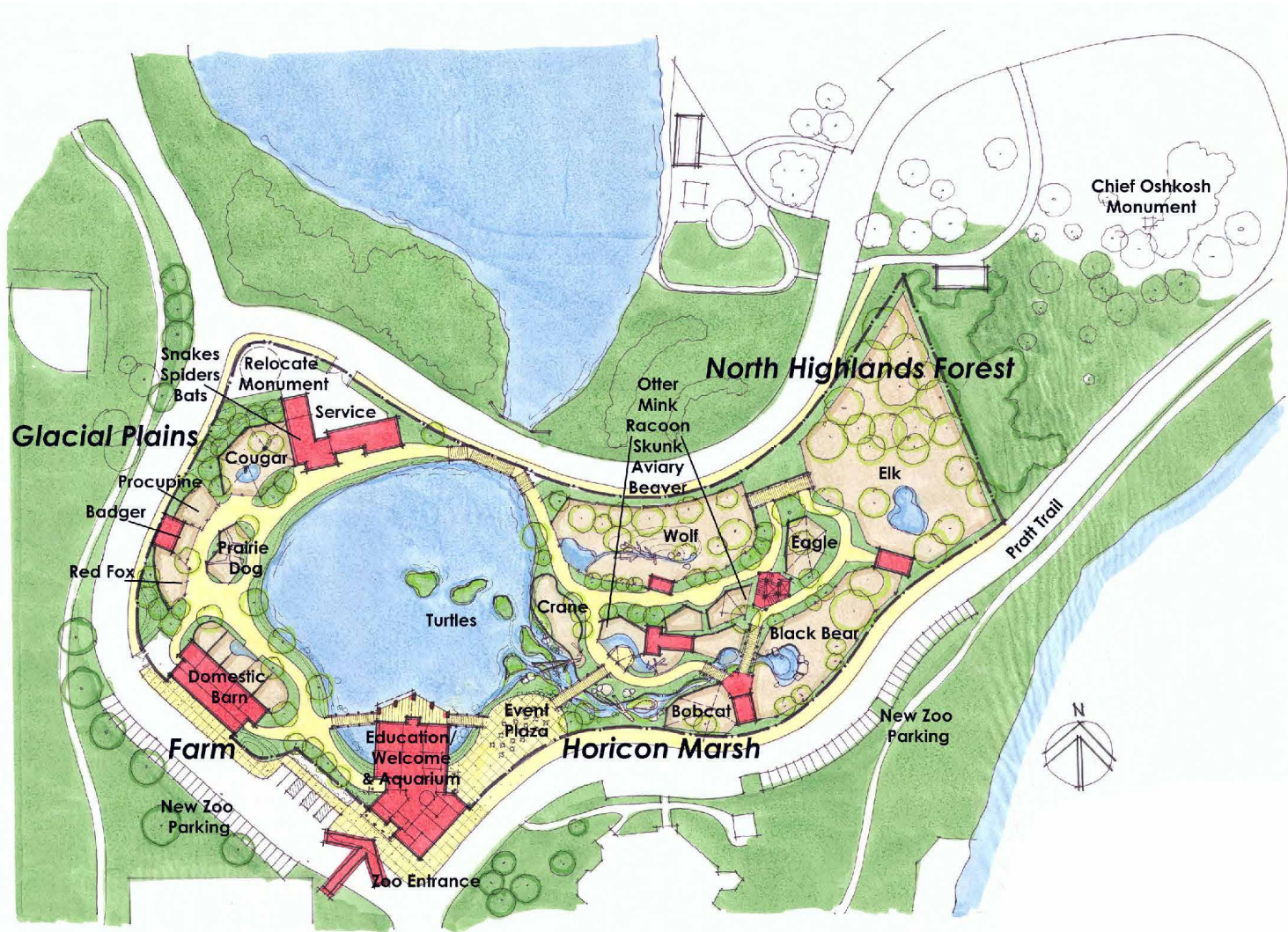
Phased 20-year Plan

The City of Oshkosh's 20-year plan for Menominee Park Zoo was to improve quantity and quality of animal exhibits, create education space and programs, promoting conservation, and making the zoo a popular destination. The Master Plan outlines a phased approach that starts with the creation of a new Welcome Center, which is both a gateway and basecamp for exploration. A large aquarium draws guests through the entry hall. Later phases include the Horicon Marsh which re-creates a native wetlands

with native animals like turtles, river otters, beavers and mink. The North Highlands Forest is identified in a later phase with a chance for guests to sit down at a trappers lean-to and watch black bears or view the antics of a large colony of prairie dogs.

Area: 3.8 acres
Completed: 2014

NOTE: WDM was a consultant to FEH Architects for this Master Plan.



Master Plan: Warren Riverview Park

Derby, Kansas

This former public works yard with a 12-foot riverfront bluff is now a beautiful gateway park to Derby. This once contaminated dump site has been transformed through the use of terracing to open up views and provide river access for fishing, kayaking and skipping stones. An "adventure" playground designed primarily for teens and adults offers unique climbing experiences. Stone terracing buffers the site from seasonal changes in river levels.

Area: 5.4 acres
Cost: \$2.7 million
Completed: 2017

NATIONAL
PUBLIC WORKS
PROJECT
OF THE
YEAR

Client contact
Robert Mendoza
Director of Public Works, City of Derby
316.788.0301
robertmendoza@derbyweb.com



Park Master Plan Highlights

- | | |
|---|---------------------------|
| 1. Parking | 12. River Promenade |
| 2. Pedestrian Bridge | 13. Grand Staircase |
| 3. Bioswale / Dry Stream | 14. Deck Overlook |
| 4. Interactive Boulder Wall | 15. Totem Pole Sculpture |
| 5. Adventure Playground | 16. Lodge |
| 6. Paved Walkway | 17. Open Lawn |
| 7. Picnic Pavilion: 20x50' with heavy timber construction | 18. Lift Station |
| 8. Council Circle with Fire Ring | 19. City Entrance Signage |
| 9. Plant Buffer | 20. Park Entrance Signage |
| 10. Canoe / Kayak Launch | 21. Steps to Boat Launch |
| 11. Lawn Terraces | 22. Boat Launch Parking |
| | 23. Compass Rose |

"We were really looking for big dreams, a new way of thinking, something unexpected for a small town, a broader scope of creativity." — Robert Mendoza, Director of Public Works, City of Derby

Henry Vilas Zoo: Master Plan

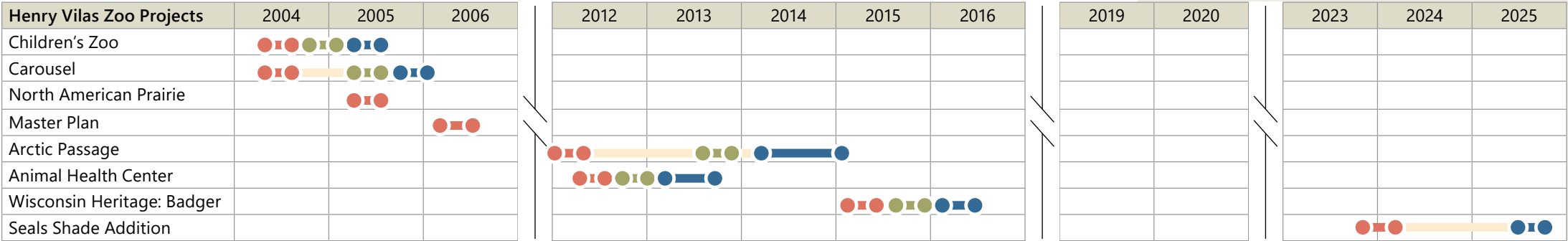
MADISON, WISCONSIN



Working Together Since 2004

Recognizing the need for more modern facilities, the Zoo has worked with WDM to plan and implement many improvements. Master planning efforts have helped to galvanize a stronger relationship with the county leading to \$6.2 million in support toward the Arctic Passage exhibit.

Client contact:
Ronda Schwetz, Zoo Director
Henry Vilas Zoo
Madison, Wisconsin
608.266.4732
schwetz.ronda@henryvilaszoo.gov



HENRY VILAS ZOO

WDM Projects

- 1. Children's Zoo
- 2. Carousel
- 3. North American Prairie
- 4. Savanna / Giraffes
- 5. Arctic Passage
- 6. Animal Health Center
- 7. Wisconsin Heritage: Badger



TIMELINE LEGEND

- Schematic Design
- DD/CD
- Construction

Bays Mountain Park: Master Plan

Kingsport, Tennessee



The Bays Mountain Park master plan focused on introducing a unifying and memorable framework to enhance the guest experience. After exploring several concepts with stakeholders, we selected the theme of **Vertical Life Zones**, defined as:

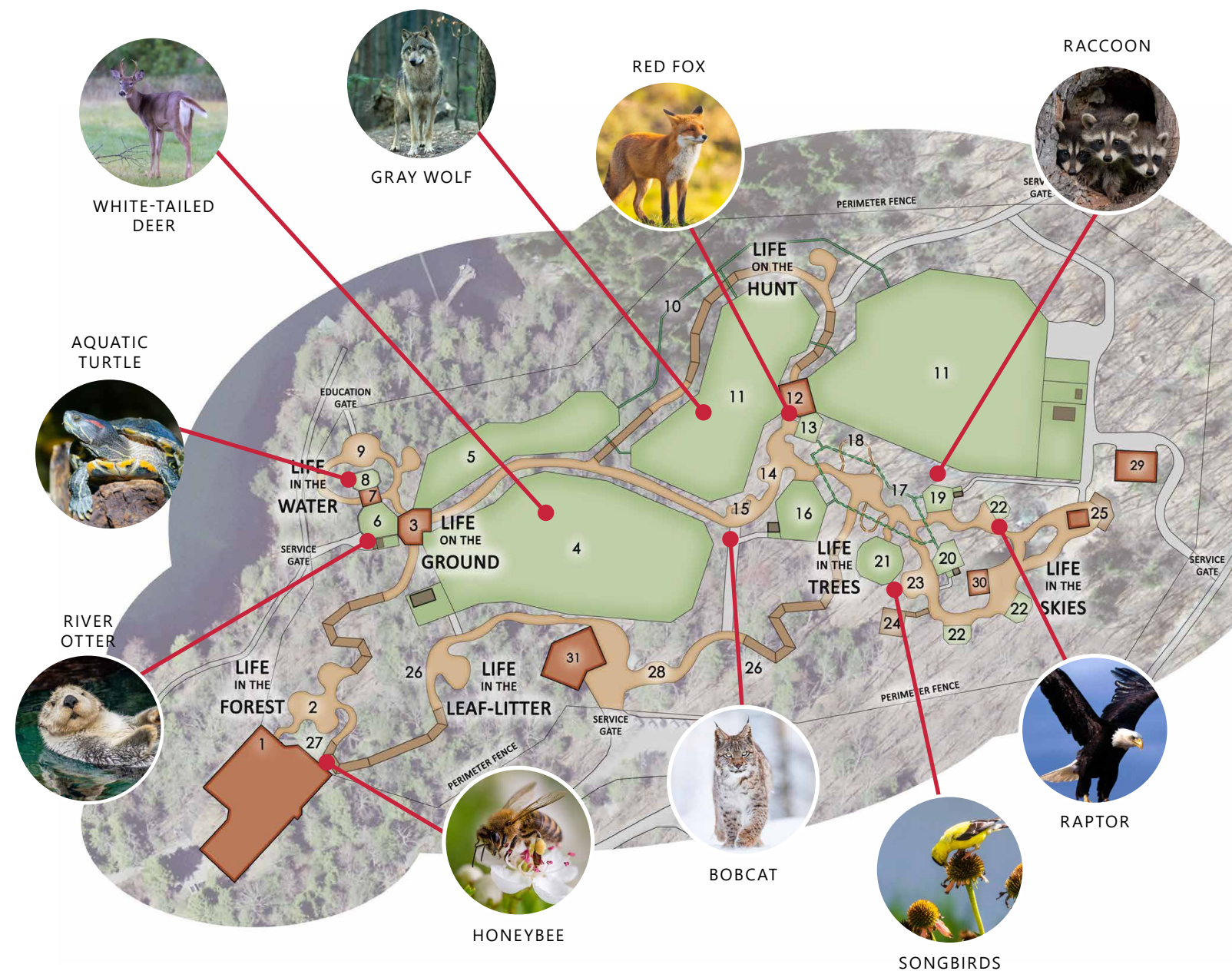
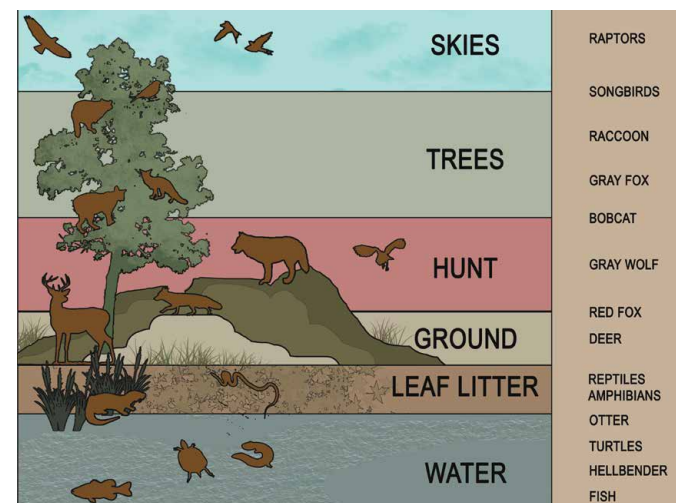
- Life in the Skies
- Life in the Trees
- Life on the Hunt
- Life on the Ground
- Life in the Leaf Litter
- Life in the Water

This framework shaped interpretive messaging around the unique adaptations animals use to thrive in their respective environments and interact with one another. It also provided a lens to evaluate the existing animal collection and guide future additions — ensuring greater ecological diversity and a more complete, engaging story for guests.

Additional improvements included new behind-the-scenes

animal care facilities, a secure perimeter fence to meet AZA and USDA standards, ADA-compliant walkways, and enhanced guest amenities, such as restrooms and seating.

Area: 3,750 acres // Completed: 2017



Patrons can explore seven distinct zones:

- Life in the Forest**
 - 1. Visitor Center
 - 2. Gathering Space
- Life on the Ground**
 - 3. Reptile Viewing Gallery
 - 4. White-tailed Deer Exhibit
 - 5. Gray Wolf Exhibit
- Life in the Water**
 - 6. River Otter exhibit
 - 7. Amphibian Viewing Gallery
 - 8. Aquatic Turtle Exhibit
 - 9. Water Play Area
- Life on the Hunt**
 - 10. Gray Wolf Trail
 - 11. Gray Wolf
 - 12. Snake Viewing Gallery
 - 13. Red Fox
 - 14. Bear Play Area
 - 15. Gray Wolf Presentation Area
- Life in the Trees**
 - 16. Bobcat Exhibit
 - 17. Small Animal Trail
 - 18. Play Trail
 - 19. Raccoon Exhibit
 - 20. Gray Fox Exhibit
- Life in the Skies**
 - 21. Songbird Aviary
 - 22. Raptor Aviary
 - 23. Bird Play Area
 - 24. Wild Bird Viewing Deck
 - 25. Raptor Presentation Area
- Life in the Leaf-litter**
 - 26. Botanical Exhibits
 - 27. Honeybee Exhibit
 - 28. Botanical Play area
- Facilities**
 - 29. Veterinary Clinic/ Food Prep.
 - 30. Restrooms
 - 31. Classroom

Oklahoma City Zoo

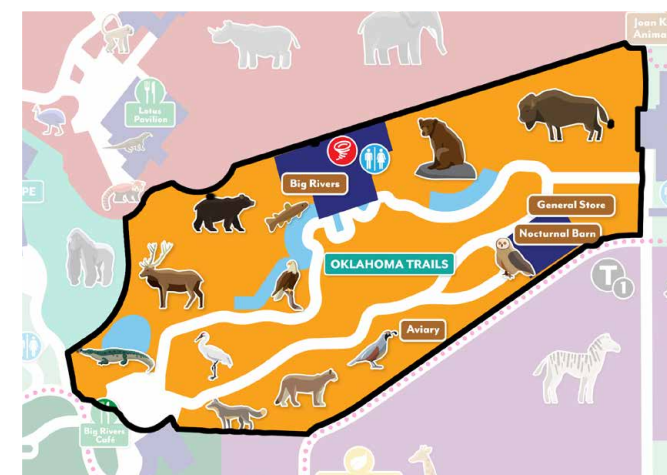
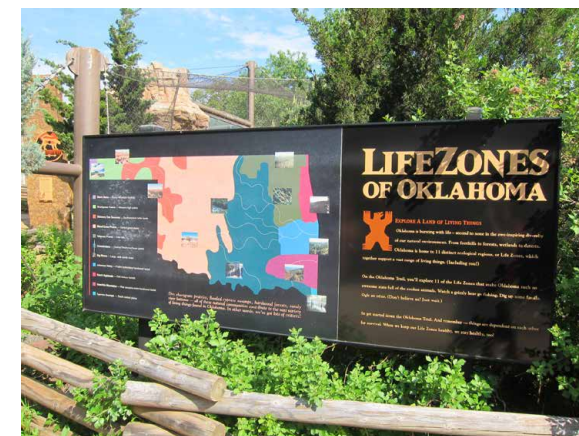
Oklahoma City, Oklahoma



Native Oklahoma Habitats Cover 7 Acres

Oklahoma Trails is a 7-acre habitat of the 11 different "life zones" of the state and features more than 70 species and 400 specimens of animals, birds, reptiles and fish. Each life zone is a themed experience of its own. Geography, flora and fauna are unique and educate guests about the diversity of native Oklahoma.

The combined otter and beaver exhibit features underwater viewing from an indoor observation building, allowing guests a reprieve from the climatic extremes of Oklahoma while enjoying the frolicking behavior of otters playing in the stream. An occasional glimpse of black bears can be seen looking through to the adjacent bear yard.



OKLAHOMA TRAILS

Area: 7 acres
Cost: \$8.8 million
Completed: 2007

Client contact:
Bert Castro
Former Director OKC Zoo
Currently President and CEO of Phoenix Zoo
602.286.3899
bcastro@thephxzoo.com

Akron Zoo

AKRON, OHIO



Photo Credit: Ann Steiner Photography

Native Ohio: Grizzly Ridge

Grizzly Ridge brings the fauna of wild Ohio, both past and present, to life. The exhibit includes eagle, native bird aviary, river otter, red wolf, coyote and Grizzly Bear. Three distinct viewing areas into the Grizzly Yard provide a variety of guest experiences. A natural rolling hillside and mature trees create the backdrop.

Grizzly Ridge is also certified LEED Silver and includes several green elements including rain barrels, a green roof, previous concrete, and bio-retention filters.

Area: 2.5 acres
Cost: \$12 million
Completed: 2013

Client contact:
Doug Piekarz
President and CEO Akron Zoo
Akron, Ohio
330.375.2550
dmpiekarz@akronzoo.org



Western North Carolina Nature Center

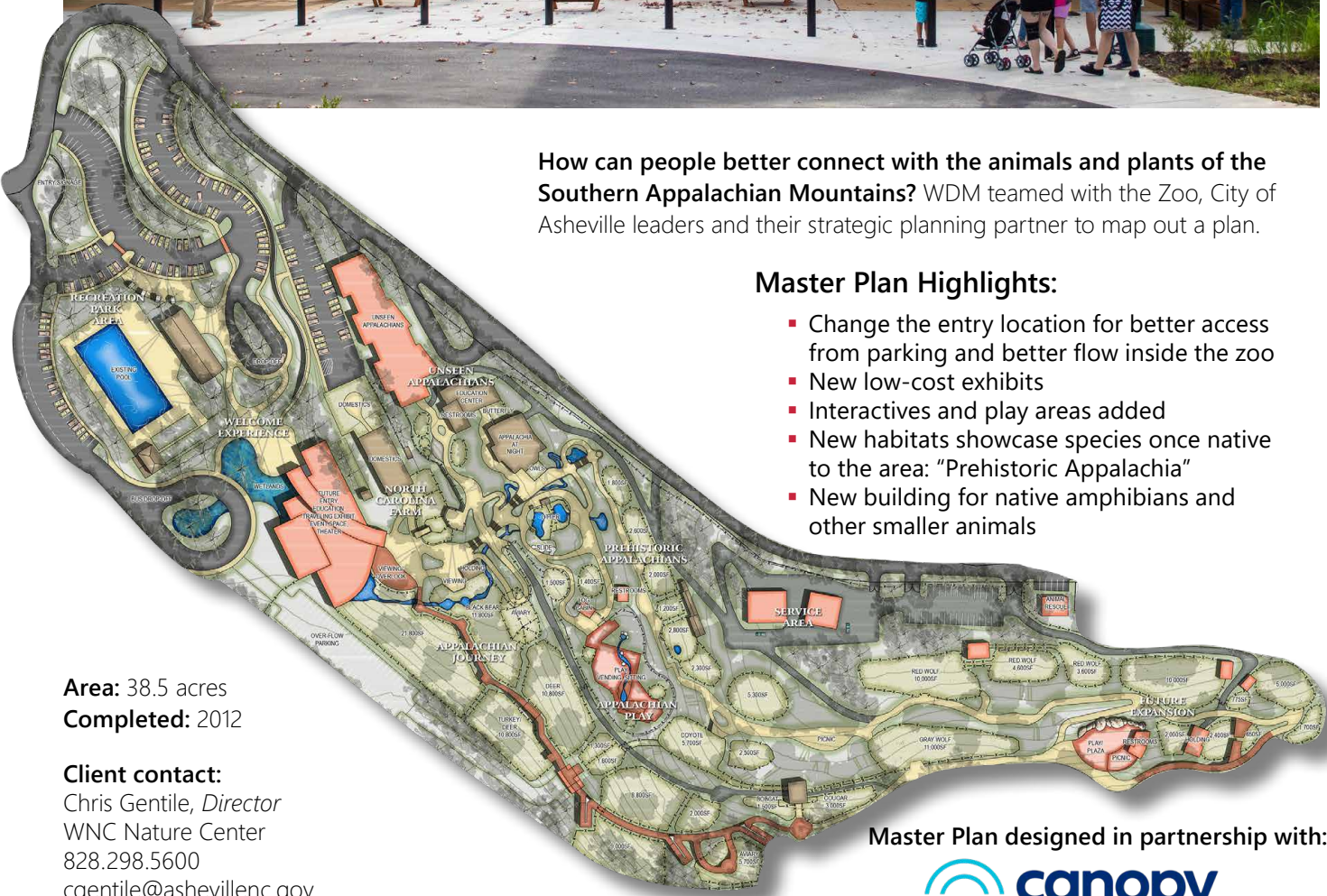
ASHEVILLE, NORTH CAROLINA



How can people better connect with the animals and plants of the Southern Appalachian Mountains? WDM teamed with the Zoo, City of Asheville leaders and their strategic planning partner to map out a plan.

Master Plan Highlights:

- Change the entry location for better access from parking and better flow inside the zoo
- New low-cost exhibits
- Interactives and play areas added
- New habitats showcase species once native to the area: "Prehistoric Appalachia"
- New building for native amphibians and other smaller animals



Area: 38.5 acres
Completed: 2012

Client contact:
Chris Gentile, Director
WNC Nature Center
828.298.5600
cgentile@ashevilenc.gov

Master Plan designed in partnership with:



New Entry

The parking lot is terraced in three sections which traverse the hill. The previous entry was positioned at the upper terrace off one of the smaller lots. Guests had to go up stairs and through a small building. This sequence was not highly visible, not handicapped accessible, not welcoming, and congested.

Advantages to the arrival experience with New Entry

- It offers more direct entry as it is central to the parking area, and specifically aligned with the largest, middle lot
- It is highly visible, spacious and accessible
- Guests enter into a more open area of the zoo where they can decide which way to go to begin their zoo adventure
- It includes more space for gift shop, concessions and guest services

All of these things create an entry experience that is welcoming, distinctive and functional.

Red Panda Exhibit

While most of the zoo collection are animals native to Western North Carolina, Red Panda is unique to their collection. The red panda's ancient cousin once lived in the Western North Carolina region. Bristol's Panda (*Pristinailurus bristoli*) is an ancient North American relative of the living red panda whose fossils have been discovered at the Gray Archaeological Site in the Southern Appalachian Mountains for Tennessee. Western North Carolina's climate and ecosystem is almost identical to the lower mountain forests of Central Asia where red pandas currently live.

Measure of Success

In the decade following the creation of their Master plan, attendance more than doubled. Director Chris Gentile attributes the growth in attendance to a combination of planning and partnership.

"When I first started at the Nature Center in 2010, we created a '2020 Vision' master plan to shape the future of the center. It's been the document that has guided all of the improvements we've made, from the new front entrance to the start of our Prehistoric Appalachia project which includes the red pandas," he said.

Master Plan Implementations

- 2012 – Arachnid Adventure Playground & Enhanced Red Wolf Exhibit
- 2014 – Appalachian Station remodel with new Hellbender Exhibit
- 2018 – New Front Entrance with Relocated Gift Shop
- 2019 – First Prehistoric Appalachia Exhibit: Red Pandas

Note: These built improvements have been implemented by local architects and not designed by WDM.

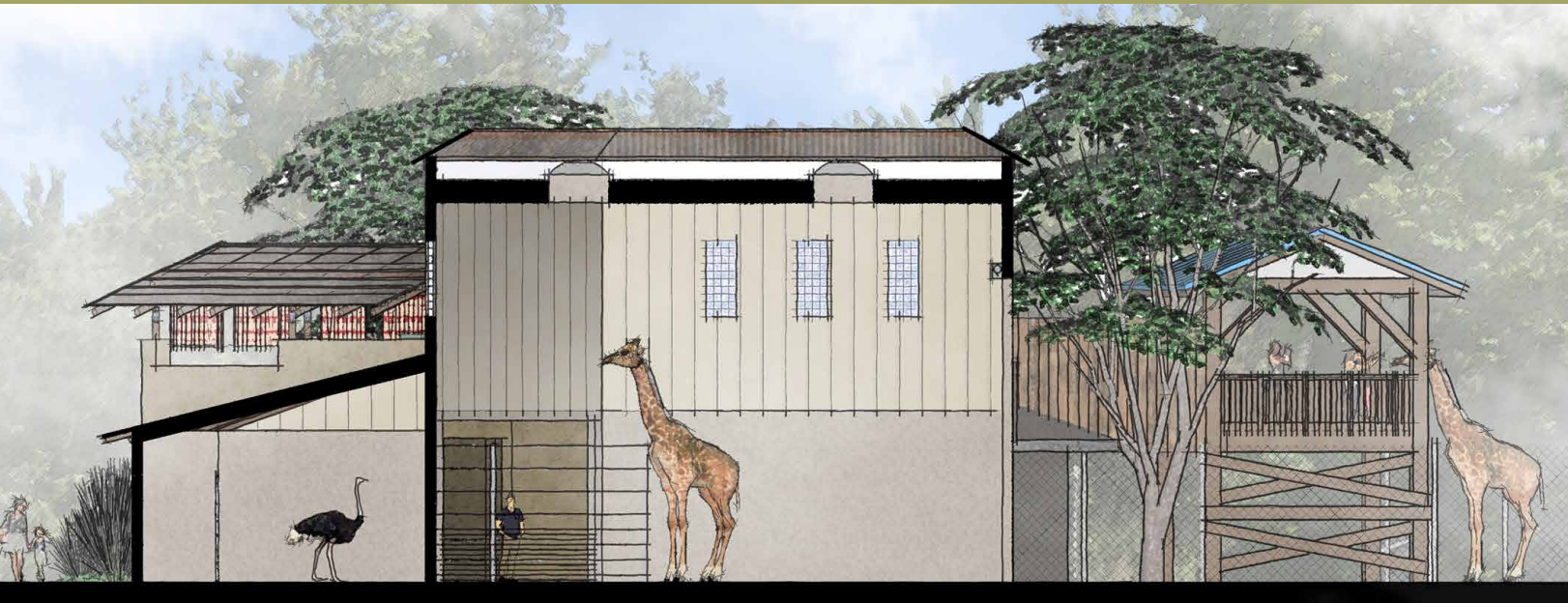
"The team at WDM is better than advertised and has taken this project beyond our expectations." — Chris Gentile, Director, WNCNC



<https://wildwnc.org/2024/07/wnc-nature-center-economic-impact-report/>

Magnetic Hill Zoo: Master Plan

Moncton, New Brunswick



WDM Architects worked with the 40-acre Magnetic Hill Zoo to develop a Master Plan

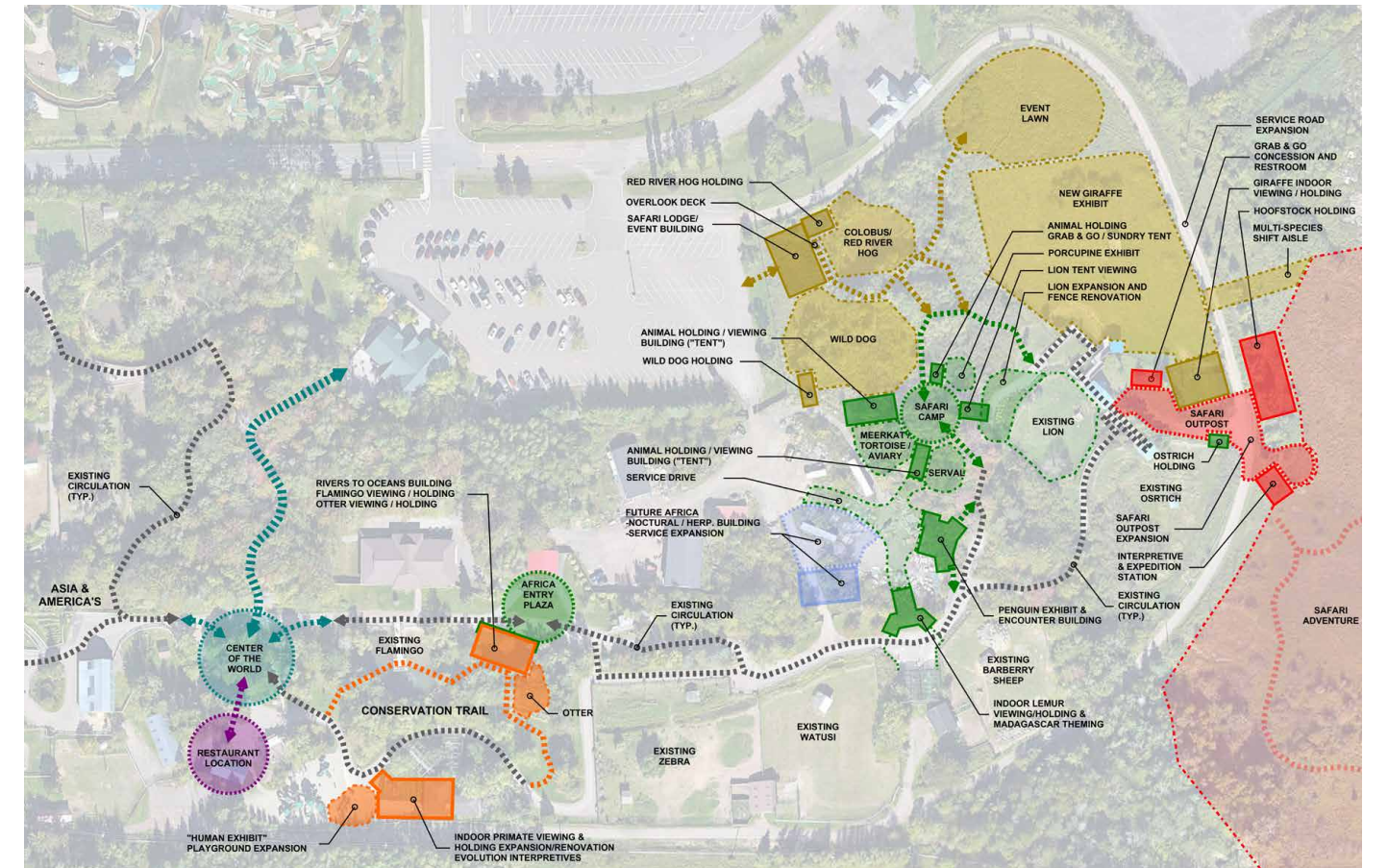
for growth that would improve guest experience, animal welfare and be financially feasible. Due to its geographic location, the zoo faced a major challenge of a fairly narrow window for visitation in the summer. One tactic to expand the viewing season is to provide more indoor or sheltered experiences for guests.

Based on the success of the leopard and tiger habitats, WDM recommended to develop the experience from a camp into a safari adventure. An orientation plaza with shipping containers, a safari tent, a land rover, and a themed gateway serves as a starting and ending point in the journey through Africa. WDM proposed more nose-to-nose viewing opportunities and increasing concession times and other guest amenities that would extend stay time.

Magnetic Hill Zoo engaged WDM to help them study what an expansion of the African zone of their zoo could look like and create donor engagement imagery. The major feature of this expansion was a new giraffe habitat with an adjacent holding barn that included a large indoor herd room to allow viewing in the colder months. Other amenities also included a themed restroom/concession building and a new ostrich habitat with holding. Also planned was an adjacent potential drive-through safari experience.

Area: 40 acres
Completed: 2020

Master Plan designed in partnership with:



Alexandria Zoo

ALEXANDRIA, LOUISIANA



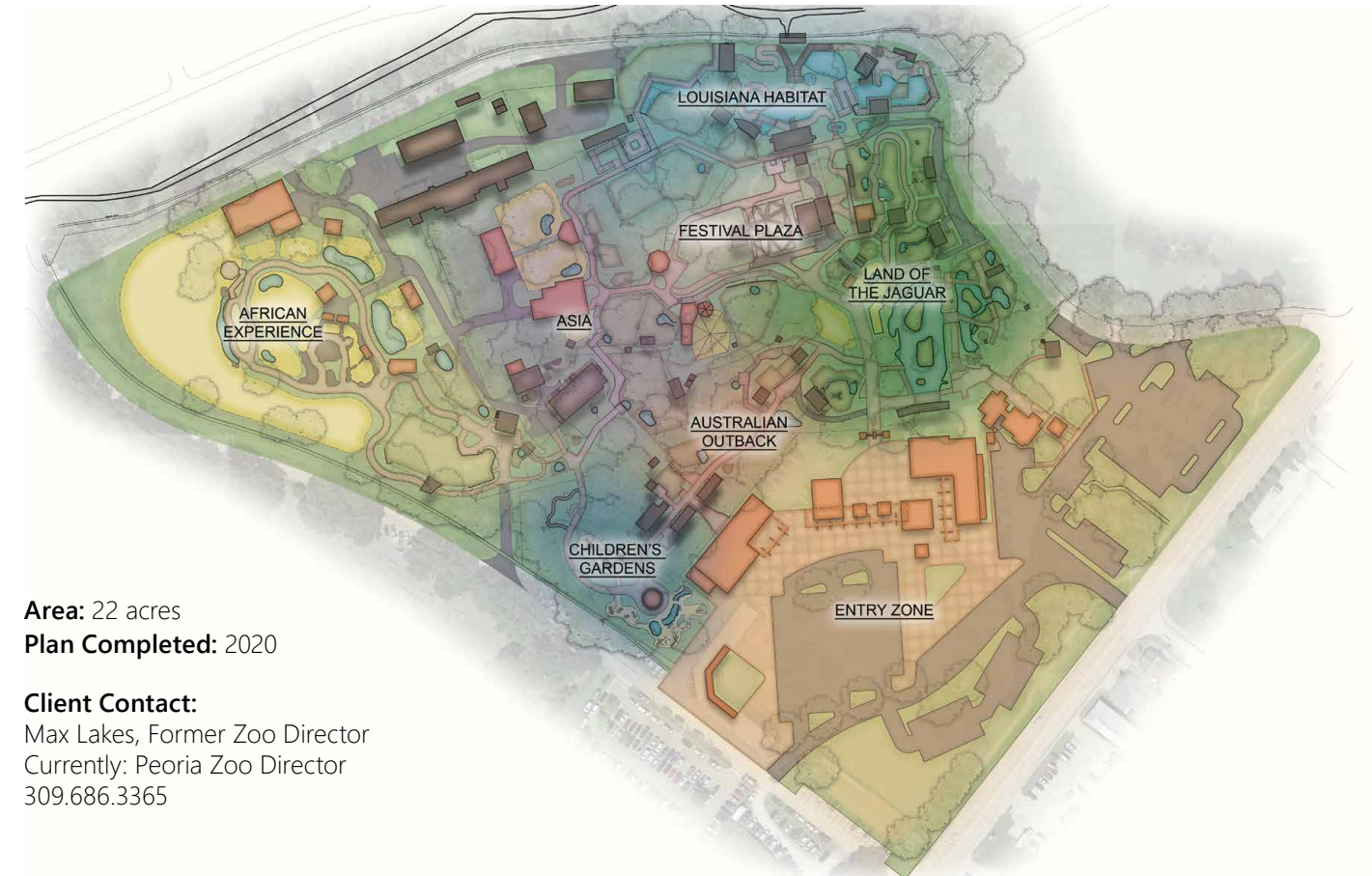
Master Plan Increases Guest Engagement, Financial Sustainability

The Alexandria Zoological Park is a 22-acre home to over 400 animals representing 160 species. The master plan outlines a development strategy for the Alexandria Zoo to increase guest engagement, add new exhibit habitats that enhance the well-being of animals and provide a basis for the education and entertainment of the community. These improvements will increase financial sustainability of the zoo.

Features include:

- African Grasslands
- Tiger Exhibit with Restaurant
- Playground with carousel
- New iconic entry and improved ticketing

Master Plan designed in partnership with:

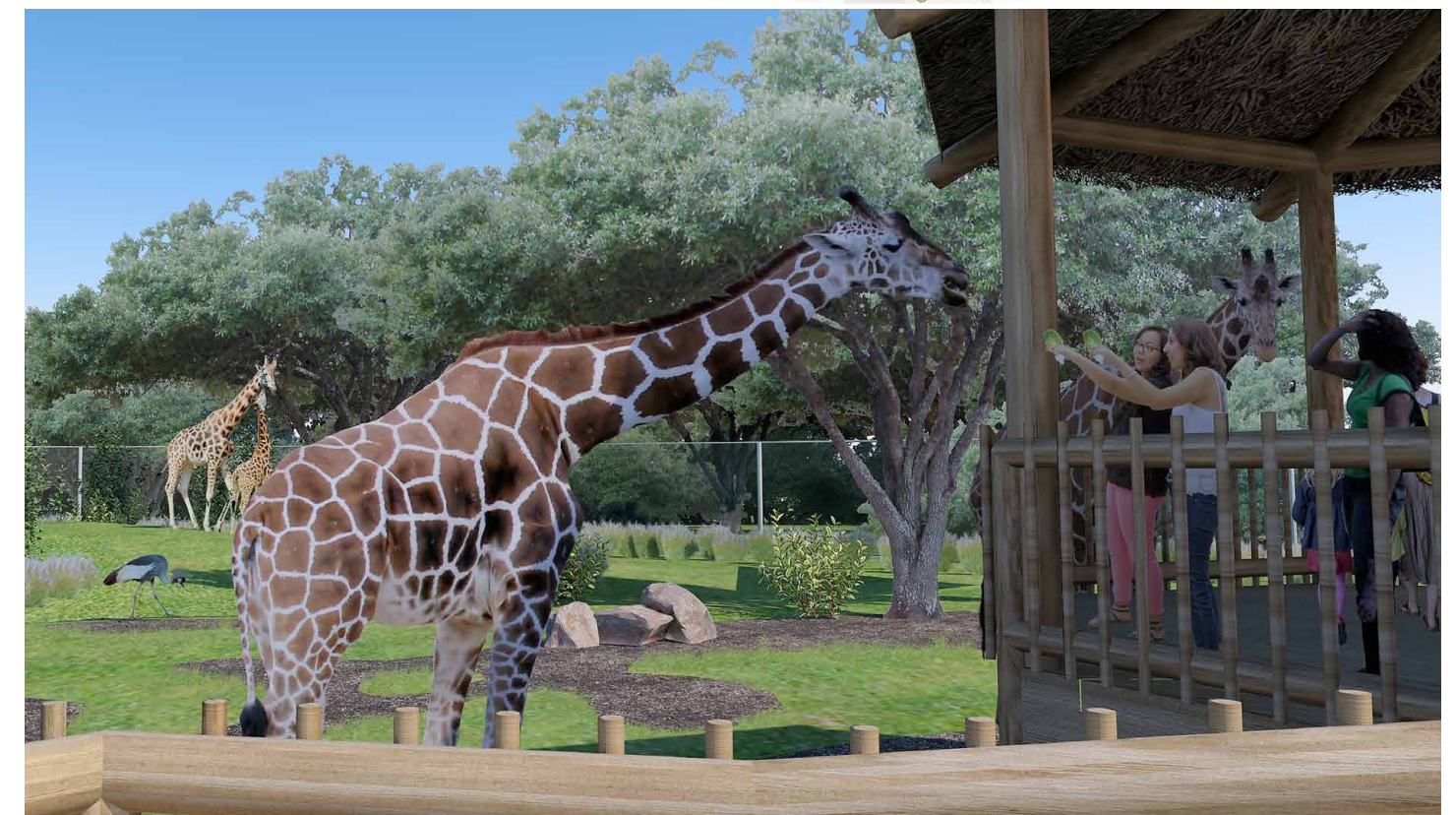


Area: 22 acres

Plan Completed: 2020

Client Contact:

Max Lakes, Former Zoo Director
Currently: Peoria Zoo Director
309.686.3365



Interactive Nature Play Experience Concept



Area: 5.85 acres
Designed: 2011

This conceptual plan is a unique facility dedicated to the advancement of “Ecoliteracy” and awareness of local ecosystems. WDM helped plan an oasis for exploration and outdoor education that facilitates a fun, unique way for children to learn about ecological concepts and sustainability.

Proposed amenities would give patrons a chance to attend group events and connect to the adjacent marsh.

Highlights include

- A sustainable café with outdoor seating with a marsh view
- Community art entry plaza
- A working community produce garden alongside demonstration gardens
- A stage and community gathering space for events
- A lookout tower for a birds-eye view of the surrounding marsh



Patrons can explore four distinct zones:

- **Farm Play** — Guests can pet farm animals and learn about sustainable farming practices. Eating locally grown foods is promoted through an interactive “garden” in which kids can pick larger-than-life sized produce and sell it at the local farm market stand.
- **Forest Scramble** — A multi-level playground with “hollow logs” to crawl through, elevated boardwalks connect tree houses and a tower to climb for a view of the surrounding marshland.
- **Prairie Mystery** — As guests wind their way through a real tall grass prairie maze, they encounter educational nodes with questions about prairies. Right answers direct guests on the correct path, but incorrect answers lead to a dead end with educational graphics explaining the correct answer.



- **Wild Water** — An interactive watercourse where patrons can get wet while experimenting with dams, pumps, and Archimedes screw's to learn about hydrology as well as the importance of the local marches.

Zoo Midland: Master Plan

MIDLAND, TEXAS



Midland’s business and community leaders are partnering with WDM Architects to create an entirely new community zoo designed to engage visitors with nature and connect them to animals. Key challenges include ensuring long-term financial viability through repeat visitation.

The campus is divided into architecturally themed districts that transport guests around the world, immersing them in the culture of different regions, introducing them to unique animal species, and offering engaging play activities. Animal encounters are at the heart of the experience, with a robust ambassador animal program and thoughtfully curated interactions within naturalistic habitats.

The Savanna Realm at Zoo Midland is the largest development from the Master Plan and offers a distinct, immersive experience through multiple themed subregions

along a winding trail. In the Upper Savanna, guests encounter giraffe, zebra, gazelle, ostrich, and rhino in a mixed-species habitat, viewed from a multi-level pavilion that also serves as an event space. At the Forest Edge, a two-story treehouse overlooks lemur habitats and a parallel play space. In the Plains, a tent camp offers up-close views of wild dog and hyena exhibits. Life Underground features outdoor habitats for colobus, hyrax, and prairie dogs, along with an indoor mineshaft highlighting underground animal life through immersive media. Guests exit through the River Delta, where floating docks showcase flamingo and Komodo dragon habitats. While each area is unique, the entire Savanna Realm maintains a cohesive design and guest experience.

To conclude the day, visitors can gather at the central watering hole to enjoy a captivating water and light show, encouraging repeat visits and long-term enjoyment.



Zoo Midland Projects	2021	2022	2023	2024	2025	2026	2027
Green Acres							
Phase 1 - Infrastructure							
Phase 2 - Service Areas							
Phase 3 - Savanna							
Phase 4 - Treetops							
Phase 5 - Farm							
Phase 6 - Entry							
Phase 7 - Core							
Phase 8 - Tabernacle							
Phase 9 - Aquatics							

TIMELINE LEGEND

- Schematic Design
- DD/CD
- Construction

Client Contact:
Jason Green, Director Zoo Midland
Midland, TX
813.482.7862
jgreen@crownquest.com

Master Plan designed in partnership with:



canopy
STRATEGIC PARTNERS

Phoenix Zoo: Master Plan

PHOENIX, ARIZONA

Partners for comprehensive expansion

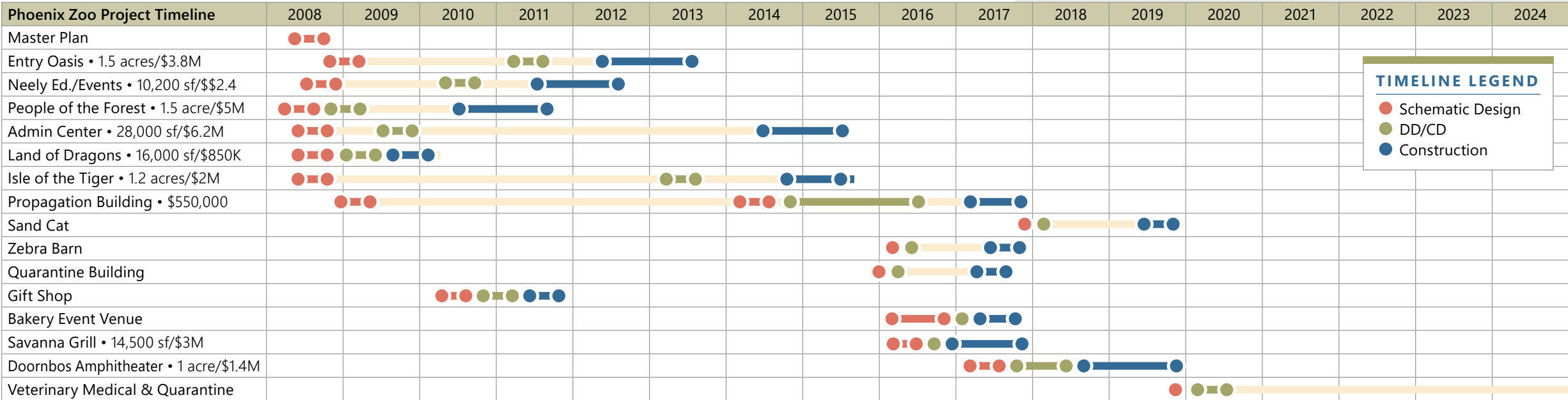
In 2008 the Phoenix Zoo engaged WDM to begin work on a comprehensive master plan. The plan would be implemented over multiple phases.

The first phase of the plan focused on the Asia Trail exhibits, an education/event center, new entry complex and administrative office building. Seven projects in total were completed over a period of six years.

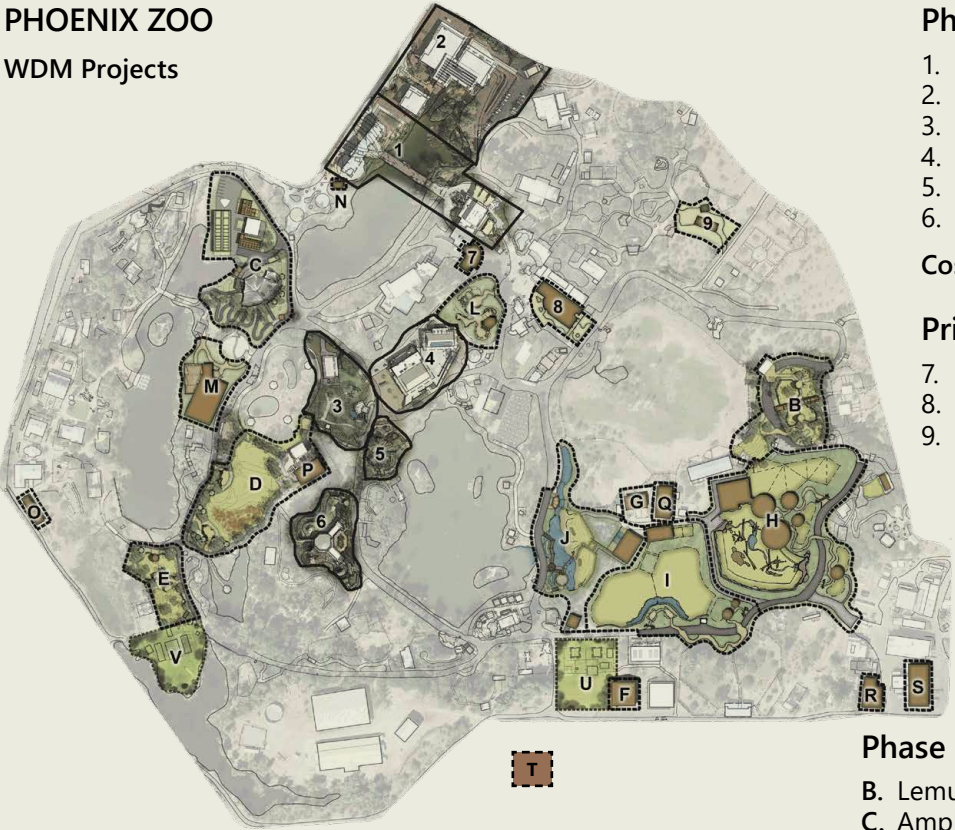
The second phase of the plan addresses habitats on the Africa Trail along with a restaurant expansion and event venue.

While the Zoo has seen strong enthusiasm from recent improvements, they recognize the importance of continuous progress. In 2018, the project team began developing a long-range plan to guide enhancements over the next 20 years. Proposed projects include new large mammal habitats, expanded event space capacity, distinctive special event programming, and upgrades to back-of-house infrastructure.

Client contact:
Bert Castro, *President & CEO*
Phoenix Zoo
602.286.3899
bcastro@thephxzoo.com



PHOENIX ZOO WDM Projects



Master Plan designed in partnership with:



Phase 1:

- 1. Oasis Entry
- 2. Administration Center
- 3. Isle of the Tiger
- 4. Neely Education & Events
- 5. Land of the Dragons
- 6. People of the Forest

Cost: \$21 million

Privately Funded Projects

- 7. Gift Shop Renovation
- 8. Savanna Grill Renovation
- 9. Bakery Event Venue

Phase 2:

- B. Lemur, Warthog & Tortoise exhibits
- C. Amphitheater & Animal Holding
- D. Elephant exhibit expansion
- E. Chacoan Peccary & Tortoise exhibits
- F. Propagation Building
- G. Zebra Barn Replacement

Cost: \$15 million

Long-range plans:

- H. Great Ape Complex
- I. Hippo Exhibit
- J. Rhino Exhibit
- L. Nature-based Playground
- M. Event Space
- N. Restroom entry
- O. Long-term animal holding
- P. Elephant Barn
- Q. Giraffe Barn
- R. Commissary building
- S. Warehouse building renovation
- T. Off-site Conservation Mgmt. & Breeding Facility
- U. Veterinary Medical Center
- V. Quarantine / Holding

Cost: \$51 million

Phoenix Zoo: Master Plan Projects

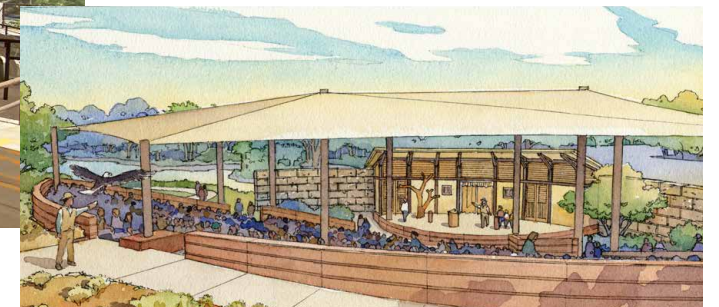
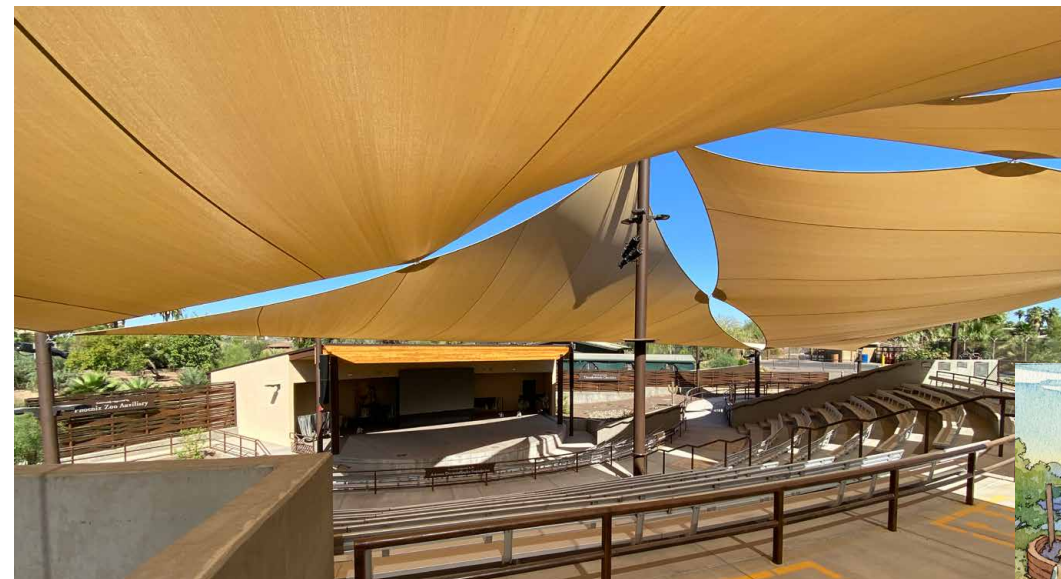


Phoenix Zoo Administration Building
Render and Photo

Phoenix Zoo Isle of the Tiger
Render and Photo



Phoenix Zoo Entry Complex
Render and Photo



Phoenix Zoo Amphitheater
Render and Photo



Phoenix Zoo Komodo Dragon Experience
Render and Photo



Botanica, The Wichita Gardens: Master Plan

WICHITA, KANSAS



The Gift of an Antique Carousel Triggers Growth

WDM designed a bright and airy Pavilion for a restored antique carousel, which includes a rentable event venue. The area immediately around the pavilion has been developed into a whimsical garden with nature play elements, like the sliding troll hill. A new Grand Lawn amphitheater is designed so that concerts can be viewed from the Carousel Pavilion, with the patio as a VIP area.

- Master plan features include:**
- Grand Lawn amphitheater for 2500-3000 guests with event stage
 - Food truck parking for events
 - "The Koch Carousel Gardens" interactive water features and play house
 - Giant Sleeping Troll sliding hill
 - A new Grand Entry for Botanica Parking expanded and close to new entry

Botanica Projects	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
Carousel Pavilion												
Koch Carousel Gardens												
Grand Lawn Amphitheater												
Fireside Lodge												
Entry & Butterfly Conservatory												



SECTION 3

Project Team

Background and experience of individuals that would be assigned to the project and what their roles will be for this project.



Scott Ramser, AIA

Principal, Master Planner



Scott brings an abundance of enthusiasm and artistry to each new challenge.

Zoological design is Scott’s passion and he is relentless in crafting each detail to success. By thoughtfully collaborating with his clients, Scott has developed a deep understanding of the unique challenges zoos face.

As a project designer, Scott has earned considerable respect by efficiently directing teams through complex, unique projects. His work includes the full gamut of zoo projects, from animal habitats to concessions.

Education

Bachelor of Architecture, Kansas State University

Affiliations

American Institute of Architects (AIA)
Kansas Registered Architect

Relevant Experience

Menominee Park Zoo
Oshkosh, Wisconsin
▪ Master Plan

City Of Derby, Kansas
▪ Warren Riverview Park
Master Plan

Henry Vilas Zoo
Madison, Wisconsin
▪ Master Plan
▪ Animal Hospital
▪ Arctic Passage

Alexandria Zoo
Alexandria, Louisiana
▪ Master Plan

Bays Mountain Nature Preserve
Kingsport, Tennessee
▪ Master Plan

NEW Zoo
Green Bay, Wisconsin
▪ Snow leopard habitat

Phoenix Zoo
Phoenix, Arizona
▪ Master Plan

Western North Carolina Nature Center
Asheville, North Carolina
▪ Master Plan

Akron Zoo
Akron, Ohio
▪ Grizzly Ridge

Seneca Park Zoo
Rochester, N.Y.
▪ Master Plan

Lehigh Valley Zoo
Schnecksville, Pennsylvania
▪ Master Plan

Erie Zoo
Erie, Pennsylvania
▪ Master Plan

Andrew Jordan, RLA

Principal-in-Charge, Master Planner, Primary Point-of-Contact



Drew draws inspiration from nature to craft a story for each exhibit that thrills, educates and inspires.

Creating a dynamic visitor experience is key, but Drew also understands that animal husbandry and enrichment needs are equally important.

Drew is gifted at conveying ideas and concepts to clients and potential donors, sometimes with napkin sketches, to communicate how a client's vision can come to life.

Education

Bachelor of Landscape Architecture, *Kansas State University*

Affiliations

Kansas Registered Landscape Architect

Relevant Experience

City Of Derby, Kansas

- Warren Riverview Park Master Plan

Henry Vilas Zoo

Madison, Wisconsin

- Master Plan
- Animal Hospital
- Arctic Passage

Oklahoma City Zoo

Oklahoma City, Oklahoma

- Oklahoma Trails

Phoenix Zoo

Phoenix, Arizona

- Master Plan

Magnetic Hill Zoo

Moncton, New Brunswick

- Master Plan

Akron Zoo

Akron, Ohio

- Grizzly Ridge

Seneca Park Zoo

Rochester, N.Y.

- Master Plan

Erie Zoo

Erie, Pennsylvania

- Master Plan

El Paso Zoo

El Paso, Texas

- Master Plan

Zoo Midland

Midland, Texas

- Master Plan

Blank Park Zoo

Des Moines, Iowa

- Master Plan
- Jaama Kwa Expansion

Plumpton Park Zoo

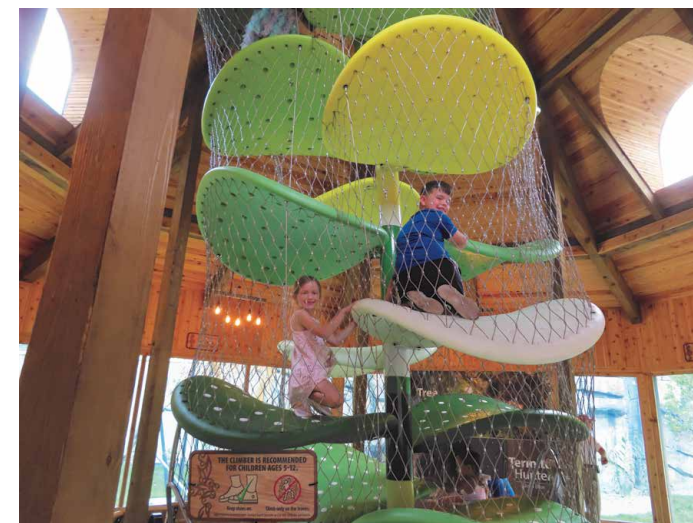
Rising Sun, Maryland

- Master Plan

Botanica

Wichita, Kansas

- Master Plan



Nature Play Experiences clockwise from top left: Sensory Art Wall in the All-inclusive play area at Madison Avenue Central Park, Derby, Kansas; Bear Food interactive scale in Grizzly Ridge at the Akron Zoo; Troll Sliding Hill at Botanica in Wichita, Kansas; Parallel play climbing structure at Suzie's Bear Hollow, Cleveland Metroparks Zoo.

SECTION 4

References

List of at least five project/client references.



References

WDM's References		
Phoenix Zoo	Bert Castro , <i>President & CEO</i> 602.286.3899 bcastro@thephxzoo.com	Master Planning, Zoo Exhibits, Event Venues, Classrooms, Offices, Restaurants, LEED
Cleveland Metroparks Zoo	Dr. Chris Kuhar , <i>Executive Director</i> 216.635.3335 cwk@clevelandmetroparks.com	Master Planning, Zoo Exhibits
Western North Carolina Nature Center	Chris Gentile , <i>Director</i> 828.298.5600 cgentile@ashevollenc.gov	Master Planning
Henry Vilas Zoo	Ronda Schwetz , <i>Executive Zoo Director</i> 608.266.4708 schwetz.ronda@henryvilaszoo.gov	Zoo Exhibits
Oglebay Good Zoo	Joe Greathouse , <i>Director</i> 304.243.4027 WGreathouse@oglebay.com	Master Planning, Lion Habitat

SECTION 5

List of Subcontractors

List any subcontractors you plan to use.

BUSINESS STRATEGY CONSULTANTS:

Canopy Strategic Partners

Hi—We're Canopy! Canopy Strategic Partners is a full-service planning and consulting firm dedicated to helping mission-driven organizations including zoos, aquariums, science museums, botanical gardens, and arboretums create a better future for the planet. We are champions of leaders, community builders, and collaborative experts.

At Canopy, we strive to balance your education mission with the need for continued growth and long-term financial sustainability. We are proven thought leaders with the experience and expertise to help you and your organization succeed on both fronts.

Why Canopy?

- 250+ planning and economics projects for cultural attractions of every size and governance model
- Nimble enough for personalized service, large enough for the experience you need
- Unrivalled experience working with zoos and aquariums across the country, including AZA-accredited facilities and those seeking AZA accreditation
- Innovative facilitation techniques and financial tools to merge strategy and data
- Hands-on operational experience gives us insider knowledge with an outsider viewpoint

We balance mission and margin

Canopy's philosophy is to create an optimized balance between the client's mission and its need for long-term financial health.

We have helped hundreds of non-profits develop high-performing organizations and can leverage that expertise for you. Our team has created innovative and groundbreaking plans for hundreds of mission-driven institutions, and we regularly provide expert counsel to garden and nonprofit leaders across the country.

We bring the data

The Canopy team loves data, both quantitative and qualitative.

We have a unique ability to assess financials, numbers, and metrics; analyze trends; and uncover opportunities that can help you realize your organization's vision through realistic objectives. Our expertise leads to a planning process that considers all aspects of your operation.

We unite people & build bridges

Our work is based in understanding, not assumptions.

One of Canopy's strengths is our ability to bring together a diverse group of stakeholders, unite them behind a common vision, and develop an actionable plan to foster engagement and achieve success. We elevate many voices, analyze a broad array of data, and then identify focused solutions that work for everyone.



Zachary Winfield

Senior Vice President



With over 15 years of experience, **Zachary Winfield** brings an expansive set of skills to Zoo Advisors gained through a multi-faceted career in the zoo, consulting, and business worlds. He has extensive expertise in business and earned revenue operations, analytics and data systems, guest services functions, as well as membership, marketing, and fundraising programs.

Zachary has special expertise in creating full-scale, holistic operational models of zoos and aquariums, which are backed with years of industry data from facilities all around the country. These models are tailored to each client. They quantify and

correlate discreet operating areas of client organizations; reveal areas for opportunity; and unify disparate data sources into digestible, reliable, and actionable projections.

With an emphasis on analysis, reporting, and data strategies, Zachary focuses on guiding organizations through the process of choosing and implementing systems to integrate departments, remove silos and maximize resources.

With a deep and abiding love for numbers and data, Zachary is expert at extracting meaningful and actionable information from large datasets.

Harriet Resnick

Vice President



Vice President Harriet Resnick leads Canopy's economics team, identifying revenue opportunities and developing market models to support long-term growth. She brings over 25 years of experience across corporate, nonprofit, and government sectors.

At the Chicago Botanic Garden, Harriet served as VP of Visitor Experience and Business Development for 16 years, where she led strategic efforts that significantly grew revenue. While with SONY Music, she partnered with gardens nationwide to expand earned income through Lightscape, a popular holiday show.

Previously, Harriet was Business Strategy Director at the Field Museum, helping develop long-range plans to increase revenue and grow audiences. She began her career in the Mayor's Office of Budget & Management under Mayor Daley, where she analyzed the economic impacts of legislation—including the landmark 1996 Welfare Reform Act.

Harriet holds a Master's in Public Policy from the University of Chicago and a Bachelor's in Political Science from the University of California, Santa Barbara.

Lori Perkins

Vice President



Lori Perkins brings over 30 years of experience in wildlife conservation to her role at Canopy, where she facilitates workshops, engages stakeholders, and advises on animal care, operations, and workforce leadership.

She supports clients with strategic planning, workforce and organizational assessments, accreditation, animal welfare, and education strategies. Lori also leads Canopy's diversity, equity, access, and inclusion efforts, helping organizations navigate social equity challenges.

Previously, she served as Deputy Director at the Birmingham Zoo and held leadership roles at Zoo Atlanta, Lincoln Park Zoo, and Disney's Animal Kingdom. Lori is a recognized expert in zoo population management and serves on the Board of the Center for Great Apes. She has chaired several AZA committees, including Wildlife Conservation and Management, Animal Welfare, and Professional Ethics. She earned her bachelor's from the University of Massachusetts (Phi Beta Kappa) and a master's in psychology from Georgia Tech as a National Science Foundation fellow.

Anna Musun-Miller

Vice President



Anna Musun-Miller leads Canopy's planning team, bringing deep operational and interpretive experience to help clients define and achieve their goals. Her career began as a teen volunteer at Little Rock Zoo, where a curiosity about exhibit signage sparked a lifelong passion for storytelling and science.

Anna blends strategic insight with clear, actionable planning. She helps organizations uncover shared values and craft detailed roadmaps with measurable outcomes—ensuring clients know when they've succeeded.

With degrees in anthropology and English from Vanderbilt University and a master's in museum studies from Indiana University – Purdue University Indianapolis, Anna has spent over 15 years as an exhibit developer, curator, and manager. As a consultant, she has helped zoos, aquariums, museums, National Heritage Areas, and others connect audiences to their missions.

Anna is driven by purpose. She believes that supporting mission-driven organizations is one way to contribute to a better future for our planet.

Elise Bernardoni

Director of Engagement



Elise Bernardoni's lifelong love for wildlife began early — she was certified as a marine mammal medic at age thirteen during a trip to New Zealand. While she never joined a rescue, she still scans every beach for animals in need.

Elise leads strategic, educational, and cultural planning and helps advance Canopy's women in leadership initiative. She excels at helping organizations define their "why" through collaboration and inclusive engagement.

Previously, Elise spent 15 years with Friends of the National Zoo (FONZ), rising from

intern to Director of Education Programs. She launched internal grants for staff, joined pan-Smithsonian planning efforts, and built cross-departmental strategies. She later co-founded Conservation Nation, creating youth leadership programs.

Elise teaches in AZA's Conservation Learning courses and has served as President of AAZK's National Capital Chapter and Education Co-Advisor for the Felid TAG. She holds a BFA in Theater from Carnegie Mellon University and an MA in Teaching: Museum Education from The George Washington University.



Case for Strategic Business Planning

At Canopy, we've led hundreds of planning efforts for mission-driven organizations like BBWS. One of the most important lessons: a strategic plan and master plan must be paired with a business plan to succeed.

The strategic plan sets direction; the master plan outlines physical needs. But only a business plan tests feasibility—how goals will be funded, staffed, and sustained over time. It ensures that big ideas are backed by operational and financial reality.

For wildlife sanctuaries, where resources are limited and mission integrity matters, a business plan helps prioritize investments, align staffing, and build a case for support. It's the key to turning vision into action—and ensuring that action is sustainable.

In order to deliver the financial elements that BBWS has outlined in this scope (budget models, financial profiles, pricing structure recommendations, income and revenue best practices), a full strategic business plan is needed.

Our Strategic Business Planning Approach

At Canopy, we believe that successful planning combines bold thinking with actionable strategies.

We ground our planning in mission, strategy, and in-depth organizational, market, and audience analytics, providing

business insights to drive data-informed decision-making. This holistic approach delivers unified, realistic, and achievable plans. We're experts at taking a myriad of inputs and turning them into a clear plan of action.

We accomplish our best work when diverse voices, perspectives, and skills intermix. That's why our approach is built on rich engagement with your community—including staff, Board, members, and supporters—and our community of experts and thought leaders. We offer numerous opportunities to suggest ideas, reflect on drafts, and share input into final products. This way, your team truly owns the work; your plan won't sit on a shelf, but will be an active decision-making tool for your team.

Ultimately, you are the authors of your plan. We approach our work as facilitators, listeners, and champions. We ask questions, shape conversations, offer outside-the-box thinking, and bring transparency and inclusivity to our process. We work closely with our clients to ensure that the project moves smoothly and efficiently, and that you feel the plan is uniquely yours.

We look forward to working with the Bay Beach Wildlife Sanctuary to create a strategic business plan that brings your mission to life.

Relevant Projects

Lincoln Children's Zoo: Integrated Plan

Lincoln, NE

Relevance: Canopy partnered with two design teams to deliver a strategic, master, and business plan for the Zoo. By developing these plans in a single, unified process, the Zoo was able to ensure that the principles identified in their new strategic plan were expressed in their site (via the master plan) and their economic architecture (via the business plan). The comprehensive process resulted in one of the boldest integrated plans that we've had the opportunity to facilitate. The Zoo's team was focused and invigorated, and the organization is now ready to build upon its storied history and soar into the next chapter.

Contact: Evan Killeen, Pres./CEO, ekilleen@lincolnzoo.org
Case study on our website: <https://canopysp.com/case-study/integrated-planning-lcz/>

McKee Botanical Garden: Strategic Business Plan

Vero Beach, FL

Relevance: Building on best practices gleaned through a Blue Ribbon Panel and a site visit to a world-class garden, the project team envisioned a bold future for McKee. The resulting plan translated high-level aspirations into clear, measurable tactics.

Contact: Rochelle Wolberg, Executive Director, executivedirector@mckeegarden.org
Case study on our website: <https://canopysp.com/case-study/mckeebotanicalgarden/>

Monterey Bay Aquarium: Strategic Plan

Monterey, CA

Relevance: Process that accelerated the Aquarium's groundbreaking work to inspire the conservation of the ocean, and wove together elements of the existing conservation, inclusion, education, and sustainability plans. Fully engaged staff, volunteers, and Board.

Contact: Dana Allen-Greil, Chief Marketing Officer, dallengreil@mbayaq.org

Philadelphia Zoo: Strategic Plan

Philadelphia, PA

Relevance: Process that redefined the Zoo's purpose, mission, vision, values, setting it on a 10-year transformative course in five distinct, yet interrelated, impact areas that will reinforce the Zoo's standing as a cultural cornerstone of the city and a leader in wildlife conservation.

Contact: Jo-Elle Mogerman, President & CEO, 215.243.5201, mogerman.jo-elle@phillyzoo.org

Los Angeles Zoo: Strategic Plan

Los Angeles, CA

Relevance: Using a well-established mission and vision and a five-year conservation plan as a foundation, and ensuring unity and flexibility throughout the process, developed goals and objectives designed to advance a collective transformation as the institution moves through a period of transition.

Contact: Denise Verret, CEO & Zoo Director, 323.644.4261, denise.verret@lacity.org

Great Plains Zoo: Feasibility Study & Business Plan

Sioux Falls, SD

Relevance: Engaged twice by the Zoo in a period of 18 months to conduct two analyses: the first to assess the potential of the market and organization to support the addition of a standalone aquarium to the Zoo's campus; and the second to represent the Zoo's financial interests as the business planner during the development of a new 15-20 year master plan that included the addition of the aquarium.

Contact: Becky Dewitz, Pres. & CEO, bdewitz@gpzoo.org



Civil Engineering Partner: Mach IV

Mach IV is a consulting firm specializing in land development projects. We have been in business for 18 years and focus our services on site development projects, water resource engineering and infrastructure design. We are known for our small team of highly experienced professionals that partner with clients and lead them through our proven process to deliver fast-but-detailed results that adhere to local requirements and avoid unforeseen issues. Mach IV provides professional services throughout the country but the focus of our services is in Northeast Wisconsin. We have designed and permitted numerous projects involving stormwater management and sanitary sewer design including projects in and for the City of Green Bay. We implement the latest technology to provide creative solutions to infrastructure challenges that are sustainable, cost-effective and constructable.

List of Recent and Current Projects for the City

- Bridge and Arndt Street Re-design, City of Green Bay, Jim Brunette 920-448-3100
- The Woods at Bairds Creek, Green Viper and City of Green Bay, Jim Brunette 920-448-3100
- W.E. Hoban/Green Bay Drop Forge Survey and Due Diligence, City of Green Bay, Matt Buchanan. 920-448-3396
- JBS Plat, City of Green Bay, Stephanie Hummel, 920-448-3424

Project Team Members

Robert Mach, P.E. (WI, FL, MS)

Principal Professional Engineer
Experience: 30 years
Education: B.S. in Civil Engineering, Purdue University

Joel Ehrfurth, P.E. (WI)

Principal Professional Engineer
Experience: 30+ years
Education: B.S. in Civil Engineering, University of Wisconsin–Madison

Scott Harrig, P.E. (WI, TX)

Project Manager / Professional Engineer
Experience: 25+ years
Education: B.S. in Civil Engineering, Marquette University

Mathew Litchfield, P.E. (WI)

Project Engineer / Professional Engineer
Experience: 10+ years
Education: B.S. in Civil Engineering, University of Wisconsin–Platteville

Brandon Wegner

Survey Director / Survey Technician III
Experience: 12+ years
Education: Not specified

Andrew Cleveland, P.L.S. (WI)

Professional Land Surveyor
Experience: 30+ years
Education: Graduate, Northeast Wisconsin Technical College



Firm Location

2260 Salscheider Court
Green Bay, WI 54313
920.569.5765
rmach@mach-iv.com



Robert Mach, P.E.

Principal Professional Engineer

Mr. Mach has a B.S. in Civil Engineering from Purdue University and 30 years of experience in civil engineering. This experience includes water resource planning and design, single family and multi-family residential housing developments, subdivisions, stormwater management systems, commercial land developments, and flood studies. Mr. Mach's design experience includes feasibility studies, site investigations, preliminary and final design, preparation of construction contract documents and construction administration.

Education

B.S. Civil Engineering, Hydraulics and Hydrology
Perdue University, West Lafayette, IN
Chi Epsilon Civil Engineering Honor Society 1991-1995

Graduate Studies in Marine Environmental Engineering
University of Michigan, Ann Arbor, MI
1995-1996

Professional Affiliations/Memberships

Licensed Professional Engineer, State of Wisconsin, No. E-34742; State of Mississippi, No. 36248; State of Florida, No. 92388)
Member, American Society of Civil Engineers
Greater Green Bay Habitat for Humanity Board of Directors and Site Selection (Former)
Greater Green Bay Habitat for Humanity - Corporate Build Steering Committee (Former)
United Hurricanes Board of Directors (Former), Coach
Presenter at WSLS Conference



Partial Project Experience

Healthcare

- Bellin Psychiatric Center- Allouez, WI
- Sunrise Senior Care- Allouez, WI

Education

- Seymour Middle School- Seymour WI
- Franklin Middle School- Green Bay WI
- Hortonville Middle School Pond-Hortonville, WI
- Resurrection School, Allouez, WI

Government

- Nelligan Lake DFA - Town of Beaver, WI
- Lower Germania DFA- WDNR
- Mullet Creek DFA- WDNR
- Langlade Co Flowage/MOTL 1 of DFA- WDNR
- Navarino Marsh Pool DFA- WDNR
- Menominee Nation Cemetery Road Design- Keshena WI
- Village of Howard Erosion Control Inspection

Water Resources

- St. James Inn Dam Raceway Repairs
- Hidden Lake DFA
- Cedar Creek Watershed Flood Study
- Coleman Lake Club North Pond Dam Rehabilitation
- Meadowbrook Park Flood Study

Commercial/Industrial

- A&K Pizza Crust- Howard, WI
- Green Bay Converting- Green Bay WI
- Hattiesburg Paper- Packerland Expansion, Howard WI
- Green Bay Dressed Beef- Green Bay, WI
- Winona Foods- Howard, WI
- Stor-It- Grand Chute, WI
- Pacon/WSI- Appleton, WI
- Zambaldi Brewing- Allouez, WI
- Chemdesign- Marinette, WI

SECTION 6

Fee Schedule

Schedule of hourly fees and misc. charges that would apply if the PRF Department chooses to contract for additional services.



Hourly Rates

WDM Architects

Principal III.....	\$200.00
Principal II	\$165.00
Principal I.....	\$145.00
Professional Staff II	\$135.00
Professional Staff I.....	\$125.00
Technical Staff II	\$104.00
Technical Staff I.....	\$93.00
Administrative Staff.....	\$60.00

Canopy Strategic Partners

Anna	\$225.00
Elise	\$150.00
Harriet	\$225.00
Lori	\$225.00
Zach	\$275.00

Expense Items

Xerox Color Copies	11x17 1.25@
.....	.8.5x11 .75@
Plot Prints	1.10 per s.f.
Color / Mylar Plot Prints.....	2.50 per s.f.
Mileage	IRS Allowed Rate



SECTION 7

Proposed Schedule

Consultant shall address the proposed schedule specifically in their proposal and whether their firm can meet the time demands as proposed.



Adventure Playground, Warren Riverview Park, Derby, Kansas

Meeting your Proposed Schedule

Our team has the commitment and capacity to meet your proposed schedule beginning work on July 16, 2025 and submitting 100% complete strategic and master plan by June 4, 2026.

'Provide an urban wildlife refuge where people can interact with wildlife, plants, and other natural resources through environmental education and recreation'

Today's forward thinking conservation institutions realize that every action or interaction on their campus is an opportunity. Every element of their campus conveys a message. It is crucial to critically evaluate both the conscious and intended impacts, as well as the subconscious and unintended impressions that we create. As a team of designers, scientists, conservationists, and educators we can carefully craft a vibrant conservation center and a valuable community resource.

Comprehensive Team & Integrated Plan

Our team of zoological designers and strategic planners will bring a widely diverse range of experience and specialized knowledge in all critical facets of the master planning process. Our team includes experts in: zoological architecture, exhibit design, landscape architecture, campus planning, civil engineering, education, business development and data analytics. This group of passionate professionals is dedicated to collaborating with you to create an Integrated Master Plan which ties together all aspects of your operation aimed at furthering your mission.

Planning Approach

A successful plan begins with developing a relationship with you where creativity can naturally flourish. Listening and learning from you to truly understand your position, needs, challenges and goals is essential to delivering inspiring solutions which connect, inspire and involve your guests.

Our approach is to collaborate with you

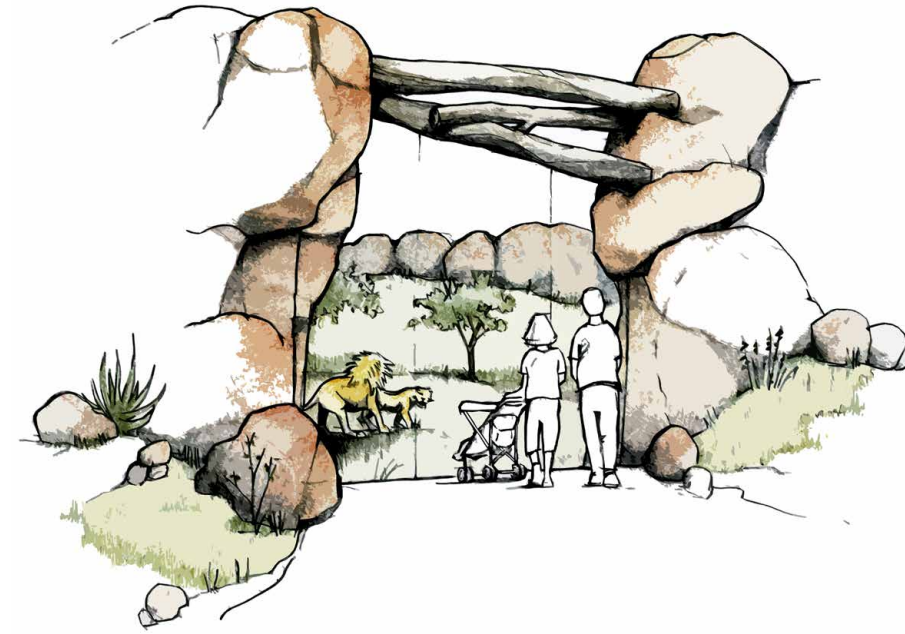
and your stakeholder groups in an open and inclusive manner: an approach which fosters communication and cooperation. Active interaction between the client team and the planning team creates meaningful development of ideas and results in a plan that is unique to the Bay Beach Wildlife Sanctuary.

Our team approach will be:

- Collaborative
- Solution-oriented
- Flexible

A **collaborative** team is vital to success. We will foster an atmosphere where we can effectively challenge each other's thinking and push each other further to uncover and maximize opportunities. On-site face time is a key component. We will not simply work in the vacuum of our office and generate our own ideas for you to approve. Our team will spend time at the Sanctuary with you. We will observe, listen, eat, imagine, dream, question, and discuss with you. The synergy created in a truly collaborative workshop will drive creative ideas and innovative solutions. We believe in the wisdom of the proverb, "if you want to go quickly, go alone. If you want to go far, go together."

Our team is **solution-oriented**. We meet challenges head on. We will always be proactive to seek out multiple possible solutions for any given situation. Inspired creativity thrives when confronted with challenging parameters. Keeping the main goals in view at all times, our team will leverage our combined experience, creativity and diligence to produce exciting, client centered solutions.



In everything, we will be **flexible**. Our team will bring passion, energy, resources and expertise; we will also be continually mindful that this is Bay Beach Wildlife Sanctuary's plan. We are here to support you in achieving your goals. We will be flexible at all times to ensure that we are best serving the needs and culture of your institution.

Management

Design and planning projects, at their core, are about problem-solving. Effectiveness and timeliness relies on having the right team and the right approach. Our team is balanced with a diverse group of professionals.

Our approach is to be:

- Transparent
- Holistic
- Consistent

We believe that **transparent** communication on all levels is key. Our goal is always to keep everyone fully informed at all times regarding: schedule, decisions, budgets, outstanding questions, action needed, and responsibilities for each. From the first workshop through the last we will lead intentional discussions. We will ensure that no team member lacks information about the process or next step. When everyone

from the city, Sanctuary, and design team is on the same page, the process will be effective and efficient.

Maintaining a **holistic** view is critical to success. There are many interconnected and simultaneously competing parameters that will define and shape the Master Plan. These include: animal welfare, guest experience, education messaging, conservation, construction cost, sustainability, revenue, etc. It is important not to become hyper focused on any one of these in isolation. We will continually evaluate each decision on its wider impact on the entirety of the plan. Our deliberate holistic management minimizes backtracking, maintains positive momentum, and helps to assure balance and integration of the plan.

The project team members will be **consistent** from beginning to end. There will not be a hand-off from one person to another. You will see the same designer at the first workshop and the final presentation. The overall primary point of contact will not change. Consistency is important to overall completeness and quality of the plan.

Collaboratively, we will develop a plan which is progressive, exciting and achievable.





WDM Architects P.A.

105 North Washington
Wichita, KS 67202

wdmarchitects.com
316.262.4700

Founded in 1980, WDM Architects P.A. has grown into a multi-disciplinary firm of professionals who are passionate about collaboration. Each of us works toward one goal: bringing the client's vision to life. WDM is engaged in projects across the country and in our own community. WDM Architects is licensed throughout the United States and are members of American Institute of Architects.





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

Dan Ditscheit, Parks Director

AGENDA ITEM # S.4

To approve a Change Order for \$70,680 to ISG's contract for the engineering associated with the Leicht Park redevelopment.

BACKGROUND

The City hired ISG to complete the necessary architectural and engineering work associated with the redesign of Leicht Memorial Park. This design work includes a park shelter with restrooms and beverage concession stand, along with a stage. The site work design includes walkways, stormwater management, outdoor plaza space, seating areas, and site lighting.

The City is proposing to add to the scope of ISG's engineering services for a total cost of \$70,680. The engineering associated with this change order includes rip rap improvements to the Fox River shoreline within the park. The existing riprap is starting to sluff off down the shoreline slope. This was not known when the original scope of work for their contract was initiated. From a cost saving perspective, it is in the City's best interest to complete the necessary riprap repair work at the same time the rest of the park is under construction. In addition, through the design development process, it was determined that adding a waterfront staircase down to the water's edge was desirable. This waterfront staircase design was not included in their original scope of work.

The scope of work for these changes includes both the engineering and necessary permitting associated with the riprap repair and new waterfront staircase.

RECOMMENDATION

To approve.

FISCAL IMPACT

\$70,680 in TIF Funding.

ATTACHMENTS

1. Leicht 2025-07-09 ISG Work Order - Water Stairs & Erosion Control
2. Leicht 32208 2025-07-03 Geotech Investigation Request

Work Order

July 9, 2025 – Erosion Control and Water Stairs

Project:	Leicht Memorial Park Redevelopment Construction Documents		
Original Contact	Dan Ditscheit, PLA		
Taken By:	Danyelle Pierquet, PLA		
Ordered By:	Dan Ditscheit, PLA <i>Director of Parks, Recreation, and Forestry</i> City of Green Bay 100 North Jefferson Street #510 Green Bay, WI 54301 920.448.3381 dan.ditscheit@greenbaywi.com	Bill To:	City of Green Bay Parks, Recreation, & Forestry City of Green Bay 100 North Jefferson Street #510 Green Bay, WI 54301
Description of work:	Added scope to that described in AIA Document B101-2017 signed January 24, 2025 between the City of Green Bay and I & S Group, Inc. (ISG) for the Leicht Memorial Park Redevelopment Construction Documents project: (1) <u>Erosion control</u>: Engineering and design for erosion control along the edge of Leicht Park and under the landing area for the dock (see photos, last page). Erosion control measures are assumed to be included in Phase 2 along with the pavilion and associated site work. a. For permitting purposes, ISG assumes minor repairs are needed. A USACE Regional General Permit is anticipated. No DNR permitting is anticipated. Additional permitting will be required if more extensive removal and replacement of in-place riprap is requested. (2) <u>Water stairs</u>: Engineering and design of water stairs down into the water. Water stairs are assumed to be included in Phase 3 along with the stage and associated site work. To include: a. Documentation of bottom surface elevations near the shoreline via remote control HyDrone sonar boat. b. One additional round of design layout refinement by ISG’s landscape architecture team to ensure placement and views are adequately leveraged. c. Coordination of locations for geotechnical borings. Excludes: Borings to be completed by City of Green Bay’s preferred vendor. Services include survey, civil, structural, landscape architecture, and environmental design. ISG will provide construction documents signed by a professional licensed to practice in the state of Wisconsin. A dedicated development services coordinator will facilitate associated plan review and permitting.		

Work Order

July 9, 2025 – Erosion Control and Water Stairs

Fees:	Joint pre-application meeting with USACE and WDNR	\$1,750
	Construction Documents for Erosion Control & Water Stairs	\$61,930
	Preparation of USACE Regional General Permit application for Erosion Control *Additional permitting meetings billed hourly, reimbursables at cost plus 10%	\$2,500
	Construction Administration (submittal & RFI review) for Erosion Control (T&M, estimated)	\$4,500
	Total	\$70,680

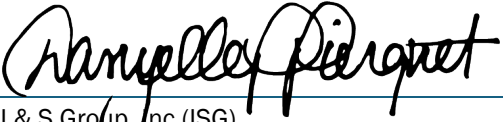
Future Fees: Fees for required permitting and construction administration services for the Water Stairs included in Phase 3 (Stage & Site) will be proposed via a separate work order when Phase 3 is funded to be constructed.

Completion Date:	• Erosion Control – With Phase 2 as described in 1/24/2025 AIA Document B101-2017
	• Water Stairs – With Phase 3 as described in 1/24/2025 AIA Document B101-2017

Comments: This work order is governed by the terms of the AIA Document B101-2017 signed January 24, 2025 for the Leicht Memorial Park Redevelopment Construction Documents project. Completion of this work with Phases 2 and 3 assumes timely authorization of this work order.

A fee statement will be submitted monthly for on-going work on the project and immediately upon completion of the project unless otherwise indicated. All fees are to be paid within thirty (30) days after presentation. If the work is cancelled after the work has been started, payment for the work already performed shall be due and payable.

We will begin work as soon as a copy of this work order has been returned to us with an authorizing signature.


I & S Group, Inc (ISG)

July 9, 2025
Date

Authorized Signature

Date

Work Order

July 9, 2025 – Erosion Control and Water Stairs

Photos of erosion provided by City of Green Bay Parks, Recreation, and Forestry



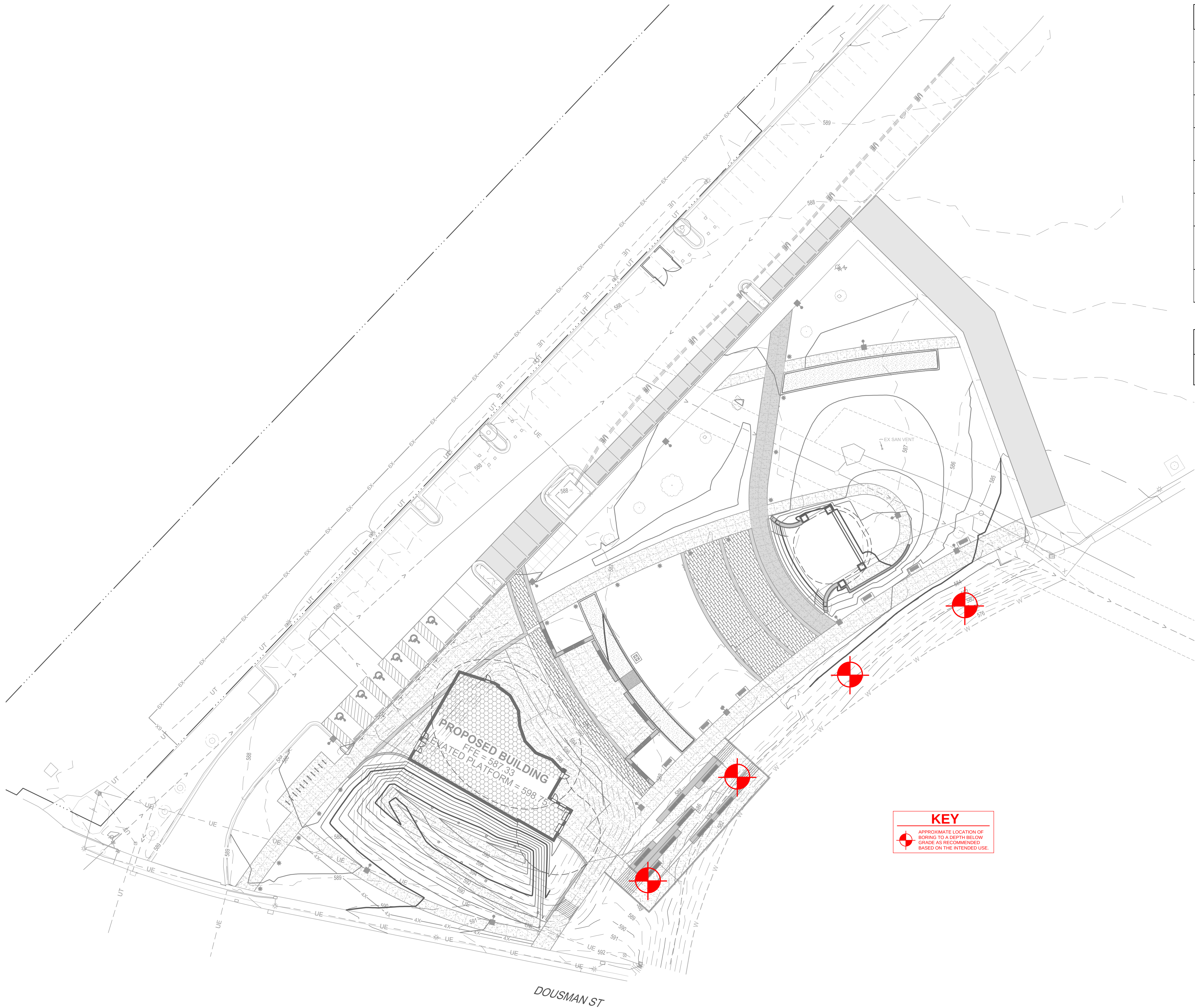
LEICHT PARK – WATER ACCESS AMENITY

This project will include the construction of a new water access amenity along the Fox River located at Leicht Park. This project will include the construction of concrete sidewalks, ramps, stairs, and water access landing(s) proposed to be supported on suitable soils, intermediate, or deep foundations as determined by the geotechnical investigation. Landing loads are not anticipated to exceed 100 to 200 pounds per square foot.

Below is a summary of submittal requirements:

1. Minimum of 4 Borings on the Property, refer to attached site plan for approximate boring locations.
 - a. All borings are intended for site development
 2. Boring depth recommendations should be provided by the Geotechnical Engineer.
 - a. Borings should be extended a minimum of 5 feet into suitable material.
 - b. The cost estimate should include the base scope provided, and costs associated with any alternately recommended scope along with a unit rate to extend borings beyond the planned termination depths if unsuitable soils are encountered at the anticipated termination depth.
 - c. Seal borings in accordance with state and local regulations.
 - d. The geotechnical engineer should provide private utility locate services as felt required to provide borings
 3. Logs of the borings including:
 - a. Penetration resistance data;
 - b. Associated laboratory testing;
 - c. Sample retrieval depths; and
 - d. Groundwater measurements.
 4. Recommendations for:
 - a. Net allowable bearing capacity for spread footing foundation design;
 - b. Net allowable bearing capacity for continuous wall footing foundation design;
 - c. Recommendations for an alternative foundation system if found necessary;
 - d. Recommended lateral loads for retaining wall design;
 - e. Anticipated length and resistance for deep or intermediate foundations;
 - f. Anticipated settlement (total and differential);
 - g. Waterfront access amenity pad preparation;
 - h. Backfill/fill material, placement and compaction (whether on site material can be used for engineered fill);
 - i. Soil conditions that may impact construction;
 - j. Anticipated depth to groundwater (groundwater at time of drilling and anticipated seasonably high elevation);
 - k. If expansive soils are present, analyze any special design requirements;
 - l. Dewatering if found necessary; and
 - m. General overview and recommendations for the construction and development of the property.
 5. Schedule for deliverables:
 - a. Drill rig mobilization;
 - b. Preliminary recommendations including draft logs; and
 - c. Final report.
-

PLOT DATE: 5/10/2025 2:02 PM



GRADING LEGEND	
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)
	PROPOSED SPOT ELEVATION
	PROPOSED TOP BACK OF CURB SPOT ELEVATION
	PROPOSED TOP OF RETAINING WALL (T/W) AND BOTTOM OF RETAINING WALL (B/W)
	SURFACE GRADE / DIRECTION

GENERAL GRADING NOTES	
PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED. WHEN CONSTRUCTING BUILDING PADS WITH A HOLD DOWN, GRADE AREAS TO ENSURE POSITIVE BUILDING PAD DRAINAGE.	



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PROJECT

**PARKS #-YY LEICHT
MEMORIAL PARK**

**SITE GRADING &
STAGE**

GREEN BAY WISCONSIN

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

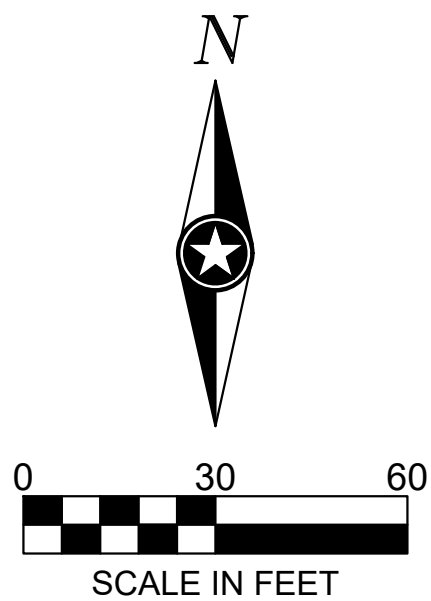
PROJECT NO.	25-32208
FILE NAME	32208 C4-GRADE-3
DRAWN BY	MNA
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE

GRADING PLAN

SHEET

C4-10



PRELIMINARY NOT FOR CONSTRUCTION



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

Dan Ditscheit, Parks Director

AGENDA ITEM # S.5

To approve hiring Somerville to design and create construction bid documents for the JBS Barn for a total cost of \$122,700.

BACKGROUND

The City Council recently approved ARPA funding to construct a barn facility at the JBS site. The scope of work includes barn conceptual design, site design, architectural services, engineering services, development of construction bid documents, cost estimating, permitting and construction administration.

The proposed 3,500 square-foot barn will support the adjacent farm operations. Key interior spaces will include a 1,500 square-foot food processing room and two public family restrooms. Both will require a year-round functionality. The remaining area will house two walk-in-refrigeration coolers, and an electric produce truck and a tractor. The exterior will include a covered porch area and a produce wash station. The barn's aesthetics will seamlessly blend with the character of the newly developed JBS site. There will also be solar panels installed on the roof. Wello has secured a grant to provide the equipment that will be housed in this building.

The total budget for this project is currently at \$359,000 in ARPA funding, with \$310,000 allocated for the design and construction of the barn and \$50,000 allocated for the solar panels. It is not anticipated that there will be enough funding available for the construction of the bathroom portion of this building. Staff initially requested additional ARPA money to go towards the bathroom construction. The City Council directed staff to provide additional information to support this request. After hiring the consultant, staff will present the City Council with the preliminary concepts and cost estimates to see if there is an interest in funding the public restroom portion of this project. If additional funding is not allocated, we will only proceed with the barn portion of the project.

The Parks Department sent out a request for proposals to 7 consulting firms. Only 2 companies provided proposals. GRAEF quoted a total price of \$117,750 and Somerville quoted a total price of \$122,700. After a thorough review of both proposals and the completion of consultant interviews, Green Bay staff along with Wello, recommends awarding the project to Somerville. Their proposal demonstrated a clear design process and a strong understanding of the light food processing requirements planned for the space.

RECOMMENDATION

To approve.

FISCAL IMPACT

\$122,700 in already approved ARPA funding for this project.

ATTACHMENTS

I. City of Green Bay - JSB Barn Development Proposal_Somerville_FINAL

JULY 21, 2025



somerville

architects
engineers

PROPOSAL FOR:

Architectural &
Engineering Design
Services for JBS
Barn Development

**City of
Green Bay**



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July 21, 2025

Emma Browne, PE
Civil Engineer
City of Green Bay Department of Parks, Recreation and Forestry
100 N Jefferson Street, Room 510
Green Bay, WI 54301

Dear Ms. Browne,

The City of Green Bay has started an exciting journey to provide facilities that will continue to meet the needs of our community for generations to come. The JBS Barn Development project represents an important step in that journey, and Somerville's team has the experience to study, plan, design, and deliver creative ideas and solutions that will **fit the budget and create consensus**. As professionals in the architecture and engineering sector in Northeast Wisconsin, we want to use our talents and efforts to do more than just design structures and environments, we want to help contribute to the success of our community for generations to come.

Somerville is one of Wisconsin's largest employee-owned providers of **integrated architecture, engineering, interior design**, and construction administration services. We have been in business since 1946 and have had the opportunity to serve many of Wisconsin's cities, villages and municipalities, including the City of Green Bay. One of Somerville's greatest assets is the flexibility and sensitivity to respond to each individual aspect of your project. The expertise and talent of our professionals provides a strong foundation for every project. Our team balances technical expertise with decades of hands-on experience as facility planners and designers. As such, we will present for your consideration the most **current industry trends, design concepts, and engineering solutions**.

We hope the enclosed information adequately conveys our interest in your project, as well as our team's qualifications to execute it to your satisfaction. Somerville's expertise, long history, depth of staff, and solid financial stability will ensure that our firm and its personnel will be a resource to the City of Green Bay for years to come.

Thank you for this opportunity.



Matthew J. Schachtner, NCARB, AIA
Principal-in-Charge | President
mschachtner@somervilleinc.com | 920-593-3839



Somerville, Inc.
2100 Riverside Drive, Suite 300 | Green Bay, Wisconsin 54301
920.437.8136 | somervilleinc.com

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NTC WAUSAU CULINARY LAB REMODEL



HEADQUARTERED
Green Bay
WISCONSIN

Somerville, Inc.
2100 Riverside Drive
Green Bay, WI 54301-2390

Phone 920.437.8136
Fax 920.437.1131

somervilleinc.com

EST. **1946**
WE'VE BEEN IN
BUSINESS FOR
79 Years



EMPLOYEE-OWNED
CORPORATION



SOMERVILLE BUSINESS INFORMATION

At Somerville, we believe that design matters, not only for building systems and structures, but also in the assembly of our team. Our innovative, engaging, and creative projects begin with our outstanding staff. The idea “design matters” begins with a strong employee foundation and a belief that each employee you interact with matters to you and your project.

PRINCIPALS

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PRIMARY CONTACT

Dan Wiitanen, AIA, LEED® AP | Associate | Senior Project Architect
dwiitanen@somervilleinc.com | 920.593.3863

SOMERVILLE STAFFING

In-House Architectural Personnel

Registered Architects	9
Project Managers	5
Architectural Designers	3
Drafters	3
Interior Designers	2

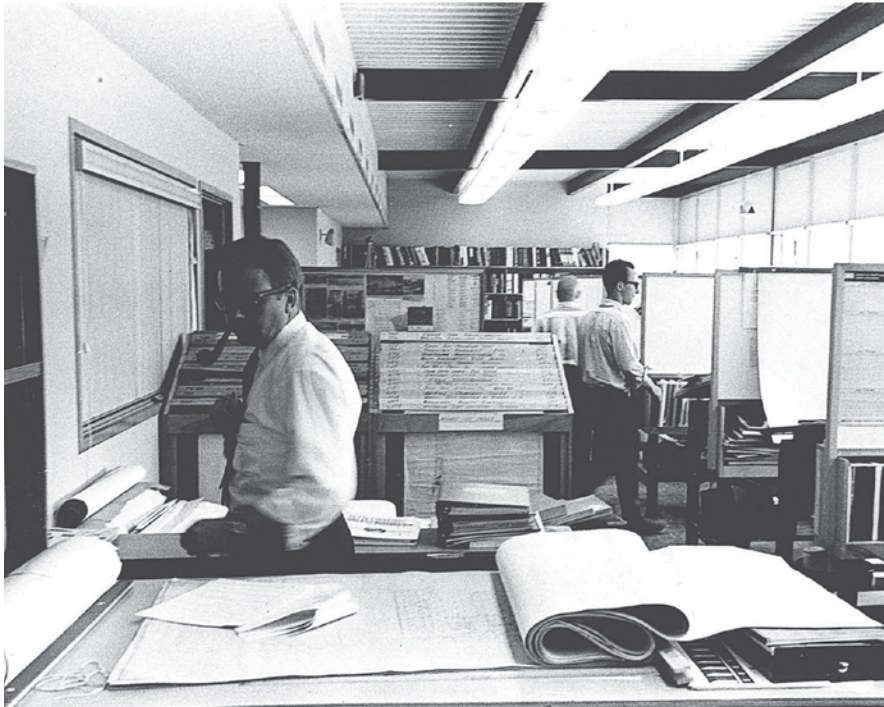
In-House Engineering Personnel

Mechanical	5
Electrical	4
Plumbing & Fire Protection	1
Drafters	4

Support Personnel

Construction Phase Services	2
Production/Quality Control	1
Marketing/Business Development	4
Administrative	3

Total Number of Employees **46**



our story

1946



Somerville, Inc. was founded in 1946 by **John E. Somerville** to deliver professional Architectural/Engineering (A/E) services and a quality customer experience.

Success was met early on by Somerville's dedicated team with the completion of numerous commercial and industrial projects. Word of our success quickly spread throughout northeast Wisconsin, expanding Somerville's client base to include civic, cultural, life, healthcare, corporate, and our largest market today, education.

Since 1946, our team has continued the tradition of **designing beautiful facilities that are landmarks in their communities**, the most notable being the original Lambeau Field built in 1957 and its 2003 renovation. Performing an important role in the growth of many of the Midwest's largest and most recognizable companies and organizations, Somerville's service base grew to fulfill the demands of diverse client base. We take great pride in the variety of projects we have completed, and our broad experience across different markets informs every design we create. We have built our reputation by designing **attractive, well-engineered, energy-efficient buildings** of all types while maintaining established budgets, schedules, and relationships.



TODAY

One thing is for sure, **Somerville isn't your typical architectural and engineering firm.**

We've been in business for almost **eight decades**, and in that time, we've created thoughtfully-designed and inspiring buildings for clients in a wide range of industries. But we've also built something more important – a reputation for listening to our clients, responding with innovative designs and then completing projects on time and on budget. Maybe that's why **94% of our clients have returned to us** time and again, trusting us to complete more than 7,900 projects.

Of course, our clients also appreciate that we're **employee-owned** and that they know they can count on our team to take pride in designing solutions that will serve their needs now and well into the future. Many clients also point to **how easy we make the design and construction process** - Somerville offers a comprehensive range of architectural, engineering and interior design services all under one roof.

Whatever your reason for choosing Somerville for your next project, one thing is for sure – you'll be pleased with the results.



SOMERVILLE'S QUALIFICATIONS



ARCHITECTURE

Our approach to design is simple. You have a goal for your next building project, and our job is to help you achieve and even **exceed that goal** – often in ways you never dreamed possible.

To do that, we begin by getting to know you and your business or mission.

We ask questions. We learn about your unique goals and challenges and we share our seven decades of insight learned through similar challenges and design.

Then **we respond with thoughtful and innovative design solutions** created especially for you. Our process is interactive; we take the time to listen again to your feedback and suggestions. In fact, we encourage that give-and-take throughout the design and construction process because we understand that no one knows your business or mission like you do. In the end, we've created not only a great space but **a lasting relationship with you**. Perhaps that's why so many of our clients have returned to us for project after project.



ENGINEERING

It's simply not enough for a building to enhance your organization's image and purpose. It also has to be **comfortable, safe and as efficient** as possible to operate and maintain.

Our in-house staff includes LEED-accredited engineers and designers — from **electrical, plumbing and fire protection** design to **HVAC**, air quality, and sustainable "green" energy systems. Our engineers and architectural team collaborate and work closely with each other, applying the **latest systems and technology** to create a seamlessly integrated infrastructure plan for your building that provides maximum comfort, efficiency, and reliability.

What's more, **our engineers understand that your needs can grow**. They design with an eye toward making future expansion easy and inexpensive – at Somerville, **we're always thinking ahead**.



INTERIOR DESIGN

It's one thing to design a space. It's quite another to **design an environment** – how the space feels, how people move through it, and how the space can be used to promote productivity while contributing to your organizational goals.

Interior design is about **integrating your brand with the built environment** to create a memorable experience. Elements like material, image, color, texture, pattern, and illustration are aligned with architectural features to convey a specific feeling or create a distinct experience.

Throughout the design process, we can help you **visualize the environment** and propose ideas, ensuring you get a real sense of how your final environment will look and feel before construction even begins.

Our interior design team provides **solutions that are creative**, environmentally progressive, and provide a lasting impact unique to your vision, mission, and goals.

ENVIRONMENTAL GRAPHICS

Environmental graphic design is about **integrating a story or a brand with the built environment** to create a memorable experience.

Environmental graphic design in its most basic explanation **unites architecture with visual elements of a brand**. But it is much more than that. Environmental graphics help create a sense of comfort and inspiration in a hospital, provide words of encouragement to students in a school, and give businesses eye-catching displays that promote their brand.

Images, color, patterns, illustrations, and typography are integrated with architectural features to **convey a specific message or create an experience**. The message and experience can vary greatly – from informing building occupants how to interact with the space, to inspiring the people who inhabit it.

Our team of environmental graphic designers help you **communicate stories, inform people, activate spaces**, and organize places for efficient navigation.



PROJECT
experience



1,200+

CIVIC + LIFE + CULTURE
PROJECTS IN
OUR PORTFOLIO



Less than 2%

AVERAGE CHANGE
ORDER RATE **VS.**
5% INDUSTRY AVERAGE



350+

CIVIC + LIFE + CULTURE
CLIENTS



94%

REPEAT CLIENTS

Libraries.

Community Centers.

Cherished NFL stadium.

At first, they may not seem to have a lot in common. But they share the same goals—provide a place for you, your family and your friends to **gather and create memories to last a lifetime**, all while being an efficient and hassle-free operation for owners.

To satisfy these roles, Somerville designers seek the feedback of both the people who will use these facilities and the people who will run them. That's why, before we ever set pen to paper, Somerville's design approach begins with listening to you. **Then Somerville responds with ideas to surprise and delight.** It's an approach that has made Somerville a proven crowd-pleaser.

Market Building (Conceptual Design)

MILITARY AVENUE BUSINESS ASSOCIATION

Green Bay, Wisconsin

Somerville is partnering with Military Avenue, Inc. to design a **vibrant, community-focused Market Building that will serve as a year-round destination for vendors, events, and recreation**. At nearly 10,000 square feet, the open-concept multipurpose room is the heart of the building—designed to host everything from seasonal markets and public gatherings to wellness classes and recreational activities like pickleball. Gym wall padding and dedicated court striping ensure the space remains safe and flexible for all types of users.

Supporting spaces include a **warming and catering kitchen**, restrooms with interior and exterior access (**plus a family restroom**), and a dedicated office and conference room. Whether the building is hosting a farmers market, food truck rally, or community meeting, the layout is **designed for seamless transitions and multiple concurrent uses**. A coiling shutter serving window offers additional functionality for indoor market operations, and truck access with drive-around circulation makes vendor loading and unloading efficient and convenient.

The building's architecture reflects a thoughtful blend of tradition and functionality. Brick, steel, and corrugated metal panels give the structure a durable and industrial look, while large glass overhead doors and clerestory windows invite natural light and fresh air into the interior—capturing the open-air atmosphere of an outdoor market while maintaining year-round usability. Custom signage and artwork elements will help celebrate the identity of Military Avenue and its surrounding neighborhoods.

Outdoor spaces are just as important as the interior. **Front and rear patios offer flexible gathering areas**, while the building's placement and circulation plan are carefully integrated with the adjacent Murphy Park. The design preserves existing tree root systems to support sustainability goals and creates strong pedestrian connections to the surrounding trail network. The site also includes trailer parking and pedestrian-friendly routes through the parking lot, ensuring **safe and accessible access for all users**. The result will be a dynamic, community-driven destination that supports local business, recreation, and connection.

Facility Highlights

- Project Cost: Est. \$4.9 Million
- Total Square Feet: 12,000 SF
- 10,000 SF multipurpose room
- Family restroom
- Somerville services provided: architectural, mechanical, electrical, plumbing, fire protection, and interior design



RELEVANCE TO YOUR PROJECT:

- | | |
|-----------------------------|-----------------|
| ■ Community gathering space | ■ Kitchen space |
| ■ Family restroom | ■ Storage space |



Culinary & Agricultural Facilities

NORTHCENTRAL TECHNICAL COLLEGE

Various Locations in Wisconsin

Somerville has proudly partnered with Northcentral Technical College since 2006, completing more than 120 projects across its campuses. Our work has helped NTC expand hands-on learning environments that support student success and community engagement.

Recent **culinary and kitchen-focused projects** highlight NTC's commitment to real-world education and farm-to-table values:

The Dining Room Addition: A 2,800 SF glass-wrapped space adjacent to the Culinary Lab, designed to function as a classroom, public dining venue, or both. The greenhouse-inspired design reinforces NTC's focus on sustainability and farm-to-table education. Locally crafted wood finishes were provided by the college's own Wood Technology Center of Excellence.

Culinary Lab Remodel: Serving as the heart of NTC's culinary program, this space supports hands-on instruction and prepares meals served in the adjacent dining room, enhancing the student experience from kitchen to table.

Meat Processing Lab: A 2,300 SF transformation of a former classroom into a specialized lab where students gain hands-on experience in meat processing, packaging, and retail sales. The space includes a walk-in refrigeration cooler and a public-facing retail counter, supporting NTC's farm-to-table curriculum and offering students practical, real-world training.

Gathering Center at the Agriculture Center of Excellence (conceptual design): A 3,300 SF event space designed to showcase agricultural programs and welcome the broader community. The aesthetic ties into the rural character of the campus and complements the surrounding barn and ag buildings.

Through each project, Somerville supports NTC's mission to provide exceptional education and career-focused training—shaping the future of workforce development across Wisconsin.

- Somerville services provided: master planning, facility assessment, curriculum-based programming, architectural design, mechanical / electrical / plumbing / fire protection engineering, interior design, & construction administration

RELEVANCE TO YOUR PROJECT:

- Community gathering space
- Food processing space
- Walk-in refrigeration cooler
- Kitchen space
- Storage space



DINING ROOM



MEAT PROCESSING LAB



MEAT PROCESSING LAB



GATHERING CENTER



CULINARY LAB



MEAT PROCESSING LAB

The Grand Garden Expansion

GREEN BAY BOTANICAL GARDEN

Green Bay, Wisconsin

In early 2016, the Green Bay Botanical Garden set out to complete another major phase of their long-range master plan: the Grand Garden. This newly created area adds several amenities to the Gardens and also provides a **space for people to come together** and enjoy an outdoor performance.

Together, our design team and the Botanical Gardens staff held a community stakeholder workshop and a visioning session, involving over 100 people from throughout the region. During these events the attendees provided their dreams and visions for the project, and it was this feedback that helped to bring the expansion project from a master plan to a reality.

The first structure is an overlook arbor, which acts as the main entrance to the amphitheater seating area and can be used for event seating or rented out for private functions during a performance.

The second building is an amphitheater that not only provides a covered stage area, but also incorporates a private green room for performers and the connections needed to support the electrical demands of a larger show.

The concessions building, **includes a catering kitchen, a multi-purpose room, concession sales, and public restrooms**. This building is also surrounded by **outdoor patio space** that can be used for seating and various events.

The final building is a small wedding and event pavilion that overlooks the stage and can also be used during performances as a private seating area. The Garden's magnolia collection has been relocated around this structure and its tree-like design echoes their form.

In the end, the Grand Garden came to house four new structures as well as additional pathways. In addition, 11,500 perennials and grasses, and 1,500 trees and shrubs were planted by volunteers.

Project Highlights

- Project Cost: \$3.1 Million
- Completion Date: August 2017
- Total Square Feet: 3,087 SF and grounds
- 725 square foot covered storage
- Outdoor seating for over 1,500 people
- Use of natural materials that will age and weather in place
- Somerville services provided: architectural, mechanical, electrical, plumbing, fire protection, and interior design



RELEVANCE TO YOUR PROJECT:

- Community gathering space
- Covered porch
- Kitchen space
- Storage space
- Outdoor space



New High School

MENOMINEE INDIAN SCHOOL DISTRICT

Keshena, Wisconsin

The new Menominee Nation High School is an inspiring blend of cultural heritage, modern design, and educational innovation.

From the outset, the design team worked closely with the Menominee Cultural Design Committee. The goal was to create a school that would not only meet modern educational standards but also embody the cultural values and traditions of the Menominee Tribe. This collaboration resulted in a building rich with cultural symbolism and thoughtful design elements.

As you enter the school, the welcoming commons area immediately sets the tone for a vibrant learning environment while also immersing you in Menominee culture. Here, a symbolic flock of birds is strung from the ceiling, representing the journey of students as they grow and learn. The commons also features metal art pieces representing the Menominee's five clans—the wolf, crane, eagle, bear, and moose—attached to a wood feature wall.

The commons seamlessly connects to the welcome center and the innovation center, both of which feature operable glass walls that can be opened to create larger **spaces for community events and gatherings**. The building's design also incorporates elements that reflect the Menominee community's connection to the nearby Wolf River.

The school has three academic wings stemming from a circle intersection with a symbolic tree surrounded by built-in bench seats. Each wing is dedicated to different core subjects and features flexible classrooms that can be reconfigured to suit various teaching and learning styles. Collaboration rooms are strategically placed throughout the corridors, providing additional group work and interactive learning spaces. The science wing features a large corridor graphic that highlights aquaponics, forestry, chemistry, and the nearby Wolf River.

The high school is not just a place for traditional academic learning; it also focuses on preserving and promoting Menominee culture. The school features dedicated **classrooms and labs for traditional Menominee arts, language, aquaponics, agriculture, and animal harvesting**.

Sustainability is a core value of the Menominee tribe, and this is reflected in the building's geothermal heating and cooling system. This system reduces the school's carbon footprint and contributes to significant energy savings. Large glass windows allow natural light to flood into almost every room, creating a bright and inviting atmosphere.

The Menominee Nation High School is more than just a place for academic learning; it is a **community resource designed to foster a sense of belonging and pride** among students and staff. With its innovative design, sustainable features, and state-of-the-art facilities, the school will inspire future generations of Menominee students to embrace learning and take pride in their heritage.

Facility Highlights

- Construction Cost: \$49 Million
- Completion Date: August 2024
- Total Square Feet: 114,500 SF
- Pre-referendum planning and community engagement
- **Large multi-functional tech ed and science labs, including areas for woods, metal, and agriculture**
- Core classroom wings have collaboration pods throughout, as well as flex spaces for collaboration
- Special education areas with space for life skills training, restrooms, and small breakout meeting spaces
- Attached field house with 3-station gym, fitness center, and locker rooms
- Somerville services provided: architectural, mechanical, electrical, plumbing, fire protection, interior design, and environmental graphics



RELEVANCE TO YOUR PROJECT:

- Food processing space
- Walk-in refrigeration cooler
- Solar panels
- Kitchen space
- Storage space
- Outdoor space



ADDITIONAL KITCHEN PROJECT EXPERIENCE

STEM Innovation Center **BROWN COUNTY / UWGB CAMPUS**

Green Bay, Wisconsin

The Brown County STEM Innovation Center is a dynamic, multi-purpose facility on the UW-Green Bay campus that brings together the University's Richard J. Resch School of Engineering, Brown County offices, non-profit organizations, and community partners. Designed to foster collaboration and innovation, the building features flexible learning spaces, shared resources, and modern amenities that support a wide range of STEM-focused education, outreach, and research.

Among the many collaborative spaces within the STEM Innovation Center is an **instructional kitchen** shared by University faculty and Extension Brown County staff. The space supports hands-on learning for students in the Nutritional Science and Dietetics program and serves as a base for the FoodShare education program, which prepares healthy food samples for distribution to area schools.

Project Completed: August 2019 | **Construction Cost:** \$14.45 M | **Area Dimension:** 63,000 SF



Daycare Center Remodel **ENCOMPASS EARLY EDUCATION AND CARE**

Oconto Falls, Wisconsin

Encompass Early Education has expanded its services to the Oconto Falls community. The former office space was converted into a state-of-the-art care and education facility that serves 140 children and created over 20 jobs in the Oconto Falls community. The previous interior spaces were demolished and reconfigured to accommodate the early education programming needs. New features such as an elevator, a full sprinkler system, and a new front entry vestibule were added to meet current codes and standards for childcare facilities.

The building also has a **commercial kitchen space**, where Encompass staff can prepare fresh and nutritious food on-site for the children. Additionally, the building has a meeting space and a staff breakroom, as well as a community room that can be rented out or used for services brought in for the children, such as dental care.

Project Completed: June 2024 | **Construction Cost:** \$2.5 M | **Area Dimension:** 10,733 SF



Middle-High School Addition & Renovation **LUXEMBURG-CASCO SCHOOL DISTRICT**

Luxemburg, Wisconsin

As part of a larger addition and renovation project, our team **remodeled and expanded the existing kitchen** at the Luxemburg High School to accommodate additional students when adding the middle school to the building. The kitchen was expanded into existing space to accommodate a **new walk-in freezer and coolers**. The existing concrete slab was removed to allow the freezer and coolers to be recessed so kitchen carts could easily be wheeled into them for efficient use of the space.

Project Completed: August 2020 | **Construction Cost:** \$18.7 M

Area Dimension: 70,900 SF Addition / 37,400 SF Renovation



Cafeteria and Dining Remodel

BELLIN HEALTH

Green Bay, Wisconsin

In early 2020, Bellin undertook construction within their main lobby to move their hospital cafeteria and dining area from the third floor of their hospital. The design intent was to locate their cafeteria within the high traffic hub of their main lobby. This aided immensely with visibility and wayfinding and greatly increased their food offerings. The 3,000 square foot cafeteria houses multiple food serving stations offering a full cook line, plug and play cook station and a gas fired pizza oven. The space also included a full cooler for beverages and a station for fountain drinks. Tucked behind the cook line, a full dishwashing station was incorporated to minimize the transport of dishware.

Adjacent to the cafeteria space, a renovated 1,600 square foot dining area provided easy access off the main lobby. The dining space includes a mix of seating options from booth seating to high and low tables and chairs to give users the flexibility and comfort. The relocation of the cafeteria and associated dining area has been a successful patient, visitor and staff satisfier that has greatly energized the use of the main lobby.

Project Completed: November 2020 | **Construction Cost:** \$9.9 M | **Area Dimension:** 32,668 SF



Food Service & Student Development Center Design Feasibility Study

UW-OSHKOSH / FOX CITIES CAMPUS

Appleton, Wisconsin

UWO – Fox Cities needed to provide more food services and choices to their students. An addition and remodel is required to upgrade and expand their existing food service, recreation and dining areas. This new 3,500 square foot addition to their existing food service wing will include the required kitchen equipment and workspace to accommodate the new service offerings. The project also includes remodeling approximately 11,000 square feet of the existing building for a new dining area, student recreation space, study areas and student organization offices to fulfill the vision of a new Food Service and Student Development Center.

PROJECT FEATURES:

New food service and preparation addition to more effectively and efficiently serve the campus

- Food service and prep area to accommodate the current students, faculty and staff on campus as well as future growth where potentially 750 to 1000 meals can be served per day
- Food service will have the ability to cater events on site rather than to be served remotely from the main UW Oshkosh campus
- Food service equipment to allow the new food volumes along with new and different choices that today's and tomorrow's students will demand

Remodeled areas creating a destination space on campus that is open and welcoming to not only campus occupants but also the surrounding community

- Coffee Shop and "Grab and Go" areas for quick service and additional choices
- New student commons area that will serve as dining, performance, lounge, study and event space
- New recreation area directly accessible from the student commons with glass walls to fully take advantage of natural light through the existing building's exterior openings
- Student mezzanine feature that will function as an additional lounge, dining, study area
- Private glass-walled study and conference rooms for student, staff and faculty use
- Open lounge zones that include features such as booths and a fireplace creating distinct and interesting spaces for student use
- New Student Organization offices that will be directly accessible from the main campus corridor which will aid in visibility and encourage student involvement



ADDITIONAL KITCHEN PROJECT EXPERIENCE

Student Success Center **NORTHEAST WISCONSIN TECHNICAL COLLEGE** Green Bay, Wisconsin

NWTC recognized the idea that student life and learning are not separate activities and knew that they needed to enhance student engagement to improve learning. Learning often occurs when multiple students meet, study and share their ideas about classes, projects, and homework outside of the traditional classroom. The design of the Student Success Center promotes collaboration between many different students who are pursuing various degrees, improving their success by joining multiple disciplines and ideas together.

- Student lounge with a fireplace and social area, multi-use collaborative spaces, **culinary labs**
- Modern learning environment
- **Large kitchen, serving and dining area**
- New student success center and welcome center
- Multi-care reception area based on the “concierge model” with kiosks
- Large conference rooms and small gathering rooms for students
- Extensive use of glass, creating engaging, welcoming and collaborative spaces

Project Completed: August 2017 | **Construction Cost:** \$1.49 M | **Area Dimension:** 17,940 SF



Elizabeth Waters Residence Hall Renovation **UNIVERSITY OF WISCONSIN – MADISON** Madison, Wisconsin

The goal of the Elizabeth Waters higher education student residence hall renovation project was to improve the overall efficiency and usability of the space, which was hampered by mechanical failures and little flexibility in design. The scope was split into three phases of work: food service, infrastructure, and terrace/patio. The first phase of the project upgraded the traditional serving line to a retail/marketplace operation. To create this space, the HVAC and electrical systems required to support the area were replaced, including, exhaust hoods, make-up air units and heating/air conditioning units. The east/west seating areas received new finishes including lighting, ceiling work, carpet replacement, and paint. The existing four freezers, two dry storage rooms and the kitchen were completely demolished to make way for one **large open freezer, a separate cooler, and an expanded dry storage room** and open kitchen with a freight elevator. Phase two was more concerned with resident rooms and common areas, including the replacement of the heating system with hot water heating and individual temperature controls, air conditioning in common areas, new passenger elevator, upgraded doors and hardware, new paint, carpet and flooring. Phase three of the project entailed renovating and re-landscaping the north patio and terrace.

Project Completed: September 2016 | **Construction Cost:** \$12.15 M

Area Dimension: 13,800 SF Food Service Space / 143,600 SF Overall Renovation



Kitchen Expansion

BELLIN HEALTH

Green Bay, Wisconsin

Somerville and Bellin Health recently completed relocating their commercial kitchen from the 3rd floor of the Van Buren building to a new 13,300 SF 5th floor vertical expansion of the courtyard building (current roof). In addition to the **new commercial kitchen build-out**, the vertical expansion also houses office space, a fitness area, toilet rooms and storage. The southeast elevator of the courtyard building was extended to the 5th floor for delivery and supply access. The new kitchen includes an almost 300 SF **walk-in freezer, two expansive walk-in coolers, multiple dry goods storage rooms as well as large kitchen** and separate dish washing area.

Project Completed: July 2020 | **Construction Cost:** \$2.5 M

Area Dimension: 11,800 SF Renovation



Culinary Lab Remodel

MID-STATE TECHNICAL COLLEGE

Wisconsin Rapids, Wisconsin

In response to growing student interest in the culinary arts, Midstate Technical College add a new program to their curriculum. Featuring (6) student work stations, each with a large gas cooktop and oven, and prep table. Windows in the kitchen face the campus's main corridor as a way to increase student the awareness of the program. Located across from the main commons, the kitchen is connected directly to a new café space featuring seating for 50 persons, a 8 person bar, and display oven/prep area for made to order pizzas.

Project Completed: December 2021 | **Construction Cost:** \$1.02 M | **Area Dimension:** 5,100 SF



Lambeau Field Dining Projects

GREEN BAY PACKERS

Green Bay, Wisconsin

- Renovations to existing "belly-up" concessions and the conversion to a user focused "grab & go" style experience.
- Food and beverage offerings are available for user selection instead of waiting in lines and placing individual orders.
- Direct connection between user occupied sales/merchandising space and back-of-house food preparation space.
- Users can view chefs preparing food, emphasizing cleanliness and freshness.
- Integration of self-service checkout stations to reduce staffing needs.



A photograph of a project team meeting in a modern office. Four men are gathered around a large wooden conference table. Three men are seated on the left side of the frame, looking towards the right. The man on the far left is wearing a white polo shirt and is writing on a notepad. The man in the middle is wearing a light blue button-down shirt and glasses. The man on the right is wearing a white polo shirt with a logo on the sleeve. A fourth man is standing on the right side of the frame, facing away from the camera and writing on a large glass whiteboard. The whiteboard is covered with handwritten notes and diagrams. The conference table is covered with large sheets of paper, likely architectural plans or project documents. A dark brown ceramic mug sits on the table in the foreground. The room has large windows on the left side, letting in natural light. The ceiling features exposed wooden beams and a modern light fixture. The overall atmosphere is professional and collaborative.

PROJECT
team



Matt Schachtner, NCARB, AIA
President & Principal In Charge

Matt Schachtner's natural inclination to roll up his sleeves and get his hands dirty has led him to the role of hands-on leader at Somerville.

Raised in a family of masons, homebuilders and structural engineers, Matt is a born designer still energized by the scent of sawdust and concrete. Building runs in his blood, and he fed that passion with summer jobs in masonry and homebuilding, a bachelor's degree in Architectural Studies and a Master of Architecture from the University of Wisconsin-Milwaukee. He followed that up with over 25 years of experience in the industry where he now leads an expert team with the sure hand of someone committed to innovative design and the power of relationships.

Today, Matt's steady leadership is marked by passionate problem solving – a desire to understand a client's challenges and co-create the solutions. He brings visionary planning to each project and provides the strategic direction to guide the expert team at Somerville through work that is unparalleled in client satisfaction. Matt has led a range of projects from high-end residential to health care facilities; from legendary sports venues like the crown jewel of the NFL in Green Bay to the city's transit center; from game-changing structures on La Crosse's riverfront to Green Bay's Automobile Gallery.

Although Matt is energized by his work, he doesn't take his foot off the pedal when the workday is done. At his family's more than 100-year-old Dyckesville house, he recently rebuilt a barn, and he and his wife stay busy with five children and a couple of horses. They raise lambs, pigs, chickens and turkeys and sit down each night to a dinner almost wholly supplied by their own hobby farm.

Personally and professionally, Matt values the relationships at the heart of it all. And he ensures no team operates more efficiently and with better results than Somerville. With his sleeves rolled up, Matt is the visionary leader ready to dive in.

EDUCATION / AFFILIATIONS

- **Master of Architecture**, University of Wisconsin – Milwaukee
- **Bachelor of Science in Architectural Studies**, University of Wisconsin – Milwaukee
- **Certificate in Historic Preservation**, University of Wisconsin – Milwaukee
- **Registered Architect** – Michigan, Wisconsin
- **National Council of Architectural Registration Boards (NCARB) Certified**
- **American Institute of Architects (AIA)**
- **Matt has been a part of the Somerville team since 1998**

PROJECT EXPERIENCE

- **Military Avenue Business Association**
Market Building (Conceptual Design)
Green Bay, Wisconsin
- **Brown County STEM Innovation Center**
New Building
Green Bay, Wisconsin
- **Green Bay Packers**
Don Hutson Center Facility Assessment,
Lambeau Field Suites & Interior Remodel;
Lambeau Field Redevelopment; Hall of Fame
Renovation; Food Service & Concessions
Remodel
Ashwaubenon, Wisconsin
- **Bellin Health**
Master Planning, Ground Floor Cafeteria &
Retail Lobby Renovations, Marinette Surgery
Center; Integrated Cath Lab; Hybrid OR,
Emergency Department, West Side Clinic
and Health Sports Enhancement Center,
Courtyard Building, Bellevue Family Medical
and Wellness Center, Escanaba Clinic, Iron
Mountain Clinic, Denmark Clinic, Algoma
Clinic



Dan Wiitanen, AIA, LEED® AP
Associate | Senior Project Architect

What's old is new again. Or it can be if you do it right.

From the time he was a child more interested in drawing the geometric lines of man-made objects than the trees and flowers the other kids were coloring, Dan Wiitanen has had an appreciation for the classics.

A small motif tucked into a modern presentation. A classic architectural flair weaved among contemporary elements. Designs that were rooted in the past uniquely enhancing a brand new project.

With over 25 years of experience at Somerville and an ever-watchful eye to time-honored design concepts, Dan can seamlessly adapt the past to the present. His projects include sprawling technical college campuses with increasingly varied instructional offerings that require unique features. Dan considers architects like himself to be problem solvers, envisioning not only what a facility will look like but how it will be used, merging efficiency with practicality and adding flair to function. Not design for the sake of design, but concepts that best serve the needs of the client. Dan sees himself as the advocate for the client and finds his greatest honor to be their decision to return to him with their next upgrade or build.

To Dan, the greatest gift architects can receive is to see their vision become a reality in use by the people who need it. And he's filing it all away – work that someday others will look to as the classics.

EDUCATION / AFFILIATIONS

- **Bachelor of Science in Architectural Studies,**
University of Wisconsin – Milwaukee
- **Registered Architect** – Wisconsin
- **LEED® Accredited Professional**
- **American Institute of Architects (AIA)**
- **Dan has been a part of the Somerville team since 1997**

PROJECT EXPERIENCE

- **Menominee Indian School District**
New High School
Keshena, Wisconsin
- **Brown County**
East Branch Library, STEM Innovation Center,
Green Bay, Wisconsin
- **UW-Oshkosh**
Food Service & Student Development Center
Design Feasibility Study
Appleton, Wisconsin
- **Northcentral Technical College**
Planning / Building Additions / Remodeling
Phillips, Medford, Wausau, Spencer,
Antigo, Merrill, Wisconsin
- **Northeast Wisconsin Technical College**
Planning / Building Additions / Remodeling
Green Bay, Sturgeon Bay, Marinette, Shawano,
Wisconsin
- **Moraine Park Technical College**
Planning / Building Additions / Remodeling
Fond du Lac, Beaver Dam, West Bend, Horicon,
Jackson, Wisconsin
- **Lakeshore College**
Planning / Building Additions / Remodeling
Cleveland, Wisconsin



Kirsten Martin

Interior Designer

It takes a special touch to blend the practicalities of a space with the unique personalities of those spending time within it.

And Kirsten Martin has that special touch.

Her role as Interior Designer at Somerville places her at the heart of what makes a space come alive for its users. It takes a listening ear and an eye for what works, and Kirsten has excelled at collaborating with clients on the aspects of spaces that are most personal to them.

Her product knowledge guides clients in a way that adds substance to the subjective. And her counsel encourages quality choices. Aesthetic styles change over time, but with good choices, timeless design can be achieved.

Amidst the personal pieces, Kirsten delivers cohesive environments that pull the messaging of the client's brand together.

Interior design involves big decisions and for many clients, new considerations. Kirsten can quickly put clients at ease, with a friendly, fun approach that supports them in a way that inspires confidence in the decisions they're making about their future surroundings.

It's the process she most enjoys, and success for her is seeing clients embrace the adventure alongside the Somerville team.

Born and raised in the Green Bay area, Kirsten is now raising a family of her own, working to be present for each moment.

EDUCATION / AFFILIATIONS

- **Bachelor of Fine Arts in Interior Architecture and Business Administration,**
University of Wisconsin – Stevens Point
- **International Interior Design Association**
(IIDA) – Member
- **Experienced in InDesign, Photoshop, AutoCAD, and Revit**
- **Kirsten has been a part of the Somerville team since 2014**

PROJECT EXPERIENCE

- **Green Bay Botanical Garden**
The Grand Garden Expansion
Green Bay, Wisconsin
- **Mid-State Technical College**
Culinary Lab Remodel
Wisconsin Rapids, Wisconsin
- **Brown County**
East Branch Library, STEM Innovation Center
Green Bay, Wisconsin
- **University of Wisconsin – Madison**
Elizabeth Waters Residence Hall Renovation
Madison, Wisconsin
- **Encompass**
Oconto Falls Early Education and Childcare
Remodel
Oconto Falls, Wisconsin
- **Green Bay Area Public School District**
New Elementary School (currently in construction), East High School Fitness Center Addition and Remodel, Leonardo da Vinci School for Gifted Learners, Wequiock & King Elementary Schools Remodeling; East High School Remodeling; Martin, Jackson & Webster Elementary Schools Addition and Remodel; Washington Middle School Addition & Remodel
Green Bay, Wisconsin



Sam Graner, PE, QCxP
Vice President of Engineering
Senior Mechanical Project Engineer

Sam Graner is hoping you never notice all his hard work.

If all goes well, his efforts stay behind the scenes; his team doesn't get much credit. That means everything was done right.

Designing heating and cooling systems is less flashy, less visible than some of the more noticeable pieces of any project. But that's no testament to its importance, which you'll truly understand only if something goes wrong.

And Sam ensures it doesn't by putting design first. He considers design the most important aspect of a project: Good design minimizes risk and ensures the result is exactly what the client is looking for. It's good engineering practice that meets codes and regulations while keeping within a budget and masterfully coordinating with the electrical, plumbing and structural engineers and architects.

Sam's not in this for the credit. He's not in it for time spent in the office, looking at lines on paper. It's the field work – troubleshooting in a loud, hot mechanical room – that's more his style. It helps him appreciate what he's working on and allows for a better understanding of the system – and a better connection with the contractors installing his pieces. The hands-on experience allows him to better understand problems and how to manage them. Sam's listening to the maintenance folks, the ones who have to live with the work for 30 years. If he can make them happy, make their jobs easier, he's done his job.

Ideally, no one notices or cares about his work because it's been done so well. A bit of a thankless job, but one that he takes great pride in.

EDUCATION / AFFILIATIONS

- **Bachelor of Science, Mechanical Engineering**, University of Wisconsin – Madison
- **Registered Professional Engineer** – Wisconsin
- **American Society of Heating, Refrigeration, and Air Conditioning** (ASHRAE)
- **Qualified Commissioning Process Provider** (QCxP)
- **Sam has been a part of the Somerville team since 2017**

PROJECT EXPERIENCE

- **Menominee Indian School District**
New High School
Keshena, Wisconsin
- **Bellin Health**
5th Floor Kitchen Expansion, Multiple new buildings; Various addition and renovation projects
Northeast Wisconsin
- **Brown County**
East Branch Library Renovation, STEM Innovation Center; Jail Expansion & New Medical Examiners Office, New Denmark Library and Community Center
Green Bay, Wisconsin
- **Green Bay Area Public School District**
New Starr Elementary School (currently in construction)
Green Bay, Wisconsin
- **Somerville Architects and Engineers**
New Somerville office building
Green Bay, Wisconsin



Nick LaFaive, PE Electrical Engineer

Nick LaFaive's grandfather was his role model in more ways than one.

He was Nick's mentor, the sort of hero that a grandpa is to a grandson. But Nick also looked up to him for his hard work and skill in electrical engineering, his grandfather's forte. The superintendent for Cleveland-Cliffs Iron Company led the power plant work in Michigan for years, and his career sparked in his grandson an early interest in the industry.

When Nick helped his parents replace the outlets and lighting in their historic home, he found he not only enjoyed the work but it was something he was very good at.

Since Nick had math skills to spare, he explored engineering paths, continuing to find electrical work to be most interesting.

He's finding his niche at Somerville, using the latest computer software to convert the work of designers into a model. He appreciates Somerville's team approach to the work and finds the strong communication among departments – something that can be hard to come by in project work – keeps multiple projects running smoothly at all times. It also creates a workplace culture that makes him enjoy his work even more.

Open to any project, Nick finds that being a bit newer to his role gives him the flexibility to jump into experiences with a fresh perspective and bring innovative approaches to the work. He is ready to learn from the more experienced team members, while calling upon his UW-Madison education and experience.

Nick grew up in Menasha and is happiest when he's physically active or spending time with his wife and family. He's recently picked up kayaking, loves bike rides and thrives on summer activities. But winter has its upside too. He's played percussion since elementary school and is looking at joining a local band. And family time always rises to the top – board games, card games, outdoor fun and all.

EDUCATION / AFFILIATIONS

- **Bachelor of Science in Electrical Engineering**, University of Wisconsin–Madison
- **Certificate in Mathematics**, University of Wisconsin–Madison
- **Registered Professional Engineer** – Wisconsin
- **OSHA 10 training**
- **Experienced in Revit and AutoCAD**
- **Nick has been a part of the Somerville team since 2019**

RELATED EXPERIENCE

- **Menominee Indian School District**
New High School, Keshena Primary School - Main Office Remodel
Keshena, Wisconsin
- **Green Bay Packers**
Concourse Renovations, North Generator Addition
Ashwaubenon, Wisconsin
- **Bellin Health**
Ground Floor Cafeteria & Retail Lobby Renovations, Cath Lab Remodel, Elevator Expansion Reconfiguration
Green Bay, Wisconsin
- **Green Bay Area Public School District**
New Starr Elementary School (currently in construction), Howe Elementary School HVAC Upgrades and Remodel, Aldo Leopold Community School Remodel
Green Bay, Wisconsin
- **Brown County**
New Denmark Library and Community Center
Denmark, Wisconsin
- **D.C. Everest Area School District**
Greenheck Turner Community Center
Weston, Wisconsin



Aaron Baumgartner, PE
Supervisor of Engineering Drafting
Senior Mechanical & Fire Protection Project Engineer

As an established member of Somerville's technical design team, Aaron Baumgartner has significant experience creating HVAC, plumbing, and fire protection systems for buildings that help people feel at ease and comfortable.

In other words, similar to how working at Somerville makes Aaron feel. Following his 2011 graduation from the prestigious Milwaukee School of Engineering (MSOE), Aaron set his sights on returning to Green Bay to work at Somerville because of the company's unique team-driven culture. It's a spirit that Aaron believes stems from the fact that Somerville is employee-owned, fostering a highly collaborative approach to design.

It's also a big reason Somerville always goes the extra mile to deliver an exceptional client experience.

But Aaron isn't always completely comfortable while on the job. One of his clients is Lambeau Field and Aaron is a lifelong Packers fan. "I've been inside Lambeau Field dozens of times working on various projects," says Aaron. "But occasionally, I look around and still get goosebumps."

EDUCATION / AFFILIATIONS

- **Bachelor of Science in Architectural Engineering**, Milwaukee School of Engineering, Milwaukee, Wisconsin
- **Registered Professional Engineer** – Wisconsin
- **American Society of Heating, Refrigeration, and Air Conditioning** (ASHRAE)
- **Experienced in Revit, AutoCAD, Navisworks, Carrier HAP**
- **Aaron has been a part of the Somerville team since 2012**

PROJECT EXPERIENCE

- **Menominee Indian School District**
New High School
Keshena, Wisconsin
- **Brown County**
East Branch Library Renovation, STEM Innovation Center; Jail Expansion & New Medical Examiners Office, New Denmark Library and Community Center
Green Bay, Wisconsin
- **Green Bay Packers**
Suites and Interior Remodel, Concourse Renovations
Ashwaubenon, Wisconsin
- **Green Bay Area Public School District**
New Starr Elementary School (currently in construction), East High School Fitness Center Addition and Remodel, Preble High School Welding Lab HVAC remodel, Washington Middle School Addition, Franklin Middle School Remodel, Jackson Elementary School Addition and Remodel, Martin Elementary School Addition and Remodel, Webster Elementary School Addition and Remodel
Green Bay, Wisconsin
- **Northcentral Technical College**
Agriculture Center of Excellence - Barn and Classroom Building Additions
Wausau, Wisconsin



Sheila Downing, CPD, LEED AP® BD+C
Associate | Senior Designer of Plumbing
Engineering Systems

It's fair to say Sheila Downing stands out from the crowd.

After all, she's one of just a few female licensed plumbing designers in all of Wisconsin. But it's her LEED-accreditation, impressive knowledge of plumbing design and broad experience with a diverse array of projects that really set her apart.

Over the course of her career with Somerville, she's masterfully handled just about every type of plumbing design project—from medical gas and compressed air systems to sustainable water usage systems and specialty waste management.

Sheila's skills were even called upon to assist with the formidable challenge of cleaning up the Fox River, helping to design the complex plumbing systems within the barge to filter harmful sediment and hazardous materials out of the basin over a 10-mile span.

Not surprisingly, Sheila enjoys activities that set her apart from the typical as well (or at least many of her female counterparts)—she shoots trap, hunts and delights in the beauty of the great outdoors. One thing's for sure—clients who see firsthand Sheila's commitment to designing efficient, reliable and worry-free plumbing solutions know she's more than someone who stands out. She's outstanding.

EDUCATION / AFFILIATIONS

- **Bachelor of Science**, University of Wisconsin – Stevens Point
- **Registered Designer of Plumbing Systems** – Wisconsin
- **Certified Plumbing Designer** (CPD)
- **LEED® Accredited Professional** for Building Design and Construction
- **Experienced in Revit MEP**
- **Sheila has been a part of the Somerville team since 1994**

RELATED EXPERIENCE

- **Menominee Indian School District**
New High School
Keshena, Wisconsin
- **Green Bay Botanical Garden**
Grand Garden Expansion
Green Bay, Wisconsin
- **Brown County**
STEM Innovation Center; Jail Expansion & New Medical Examiners Office
Green Bay, Wisconsin
- **Moraine Park Technical College**
Master Planning Updates and Revisions, Various Additions / Remodeling
Beaver Dam, Fond du Lac, West Bend, Jackson, Wisconsin
- **Mid-State Technical College**
Culinary Lab Remodel, Master Planning / Facilities Evaluation / Additions / Remodeling
Stevens Point & Wisconsin Rapids, Wisconsin
- **Green Bay Area Public School District**
East High School Addition & Remodel; Martin Elementary Library Addition; Jackson Elementary Library Addition, Southwest High School Remodel
Green Bay, Wisconsin
- **Discover Green Bay**
New Visitor Center
Green Bay, Wisconsin



references

NORTHCENTRAL TECHNICAL COLLEGE
1000 W Campus Drive, Wausau, WI 54401

- **Reference:** Robert Elliott
- **Title:** Director of Facilities
- **Contact Information:** 715-803-1383 | elliotttr@ntc.edu

MILITARY AVENUE BUSINESS ASSOCIATION
425 S. Military Avenue Suite 206, Green Bay, WI 54303

- **Reference:** Leah Weyker
- **Title:** Executive Director
- **Contact Information:** 920-544-9503
Director@MilitaryAve.org

MENOMINEE INDIAN SCHOOL DISTRICT
N522 State Hwy 47/55, Keshena, WI 54135

- **Reference:** Kate Mikle
- **Title:** MIHS Principal
- **Contact Information:** 715-799-3824 | kmikle@misd.k12.wi.us

GREEN BAY BOTANICAL GARDEN
2600 Larsen Road, Green Bay, WI 54303

- **Reference:** Dr. Laura Nelson
- **Title:** President & CEO
- **Contact Information:** 920-593-5665 | lnelson@gbbg.org

BROWN COUNTY LIBRARY
515 Pine Street, Green Bay, WI 54301

- **Reference:** Sarah Sugden
- **Title:** Executive Director
- **Contact Information:** 920-448-5810
sarah.sugden@browncountywi.gov

SUBCONTRACTOR INFORMATION

vierbicher
planners | engineers | advisors



Vierbicher is a community planning and civil engineering firm that has become a proven partner for thriving Wisconsin communities and developers. Our extensive experience working with both public and private clients has earned us the reputation as a trusted advisor and a firm that brings vision to reality.

Clients choose Vierbicher because we get projects done. While our core service is civil engineering, our extensive due diligence, market-based approach and public funding expertise have made us an industry leader with unmatched success rates.

In addition, our wide range of work with both public and private clients has uniquely positioned us to bring added value by connecting developers to community projects.

We pride ourselves on long-term client relationships, many spanning decades. Our multi-disciplined team of experts works collaboratively and efficiently from concept to completion to accomplish client goals on time and on budget.

GREEN BAY | 400 SECURITY BLVD, SUITE 1, GREEN BAY, WI 54313
(920) 434-9670 | WWW.VIERBICHER.COM

GEOGRAPHIC SERVICE AREA



FOUNDED 1976



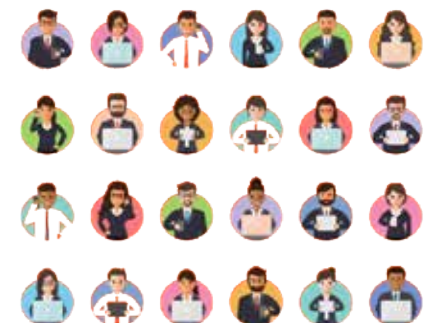
5 OFFICE LOCATIONS

85% of our work is from REPEAT CLIENTS

INTEGRATED SERVICES

- Planning & Community Development
- Economic Development
- Urban Design & Landscape Architecture
- Grant Writing & TIF
- Municipal Engineering
- Civil Engineering
- Surveying & GIS
- Landscape Architecture
- Water Resources Engineering

120 TEAM MEMBERS



SUBCONTRACTOR INFORMATION



Tonya Wagner, PE
Engineering Services Manager

Tonya has over thirty-one years of civil engineering experience. She has an emphasis on civil site design, hydraulic and hydrologic design, stormwater management, wetland water quality permitting, and erosion control. Tonya often works with environmentally sensitive sites impacted by endangered species, archaeological concerns, and high quality wetland waters.

Tonya currently utilizes her experience to lead the engineering team in our Green Bay office.

REGISTRATION

- Registered Professional Engineer—Wisconsin (1998)

EDUCATION

- Bachelor of Science Civil Engineering (1993)
University of Minnesota - Twin Cities

PROJECT EXPERIENCE

- BelGioioso Cheese Ledgeview, WI
- Providence Academy, Howard, WI
- The Railyard, Green Bay, WI
- Gentle Vet Animal Hospital, Green Bay, WI
- Curative Connections, Green Bay, WI
- Straightline Refrigeration, Kaukaun, WI
- Heritage Lake Storage, Lawrence, WI
- Bank of Luxemburg, Howard, WI
- Broadway Enterprises, Green Bay, WI
- Door County Child Development Center, Sevastopol, WI
- Seaway Printing, Lawrence, WI
- United Health Care, De Pere, WI
- Syble Hopp School, De Pere, WI
- Brown County East Branch Library, Green Bay, WI
- Bellin Clinic, Brillion, WI
- NEW Community Clinic, Green Bay, WI



ABILITY TO MEET **schedule requirements**

Somerville has organized an elite team to work with the City of Green Bay as described in this proposal. **We have the capacity to work within your proposed schedule and meet your deadline to have 100% complete plans, specifications and cost estimates to the City of Green Bay by February 16, 2026. We will ensure that this project is prioritized within our office.**

Our team also has the depth of staff to propose alternates for each team member if an issue arises, personnel are out of the office, or for any other reason. **Our wealth of experience in each discipline is flexible, versatile and goes beyond the team members who are listed.**

Furthermore, **our team's close project proximity allows for face-to-face meetings, even at a moments notice**, whether that be during concept design or construction. When an unforeseen situation threatens to halt the construction team, our design team can be on-site to work through the situation and keep the project moving forward.



fee PROPOSAL

Somerville, Inc. will provide professional services to The City of Green Bay as outlined within this proposal for the following fee structure:

ARCHITECTURAL & ENGINEERING SERVICES FEE\$122,700

Conceptual Design and Design Development, Construction Documents, Construction Bidding and Administration

REIMBURSABLE EXPENSES ESTIMATE\$2,000

Approval fees, printing, etc.

ESTIMATE OF EXPENSES PAID DIRECTLY BY OWNER \$4,200

Site Survey

All fees are negotiable.

SERVICES INCLUDED:

The stated fees include the following services:

- Architectural and interior design.
- Structural, mechanical, electrical, fire protection and plumbing engineering, site/civil engineering.
- Telecommunications and data design limited to the location of data closets and cable tray and/or conduit runs to junction box locations only.
- Project management and contract administration.
- Development of schematic design, design development, and construction drawings and documents.
- Detailed programming/space needs analysis.
- Coordination of ancillary services or specialized consulting as needed, including environmental services.
- Collaboration with stakeholders for preliminary project planning and design development.
- Coordination and application for regulatory agency permits.
- Coordination and application for all required plan reviews and approvals.
- Provide status reports, meeting minutes, and related documentation of the project.
- Provide an Opinion of Probable Cost at the completion of the schematic design, design development and construction documents phases.
- Development of renderings necessary to communicate project concepts and for approvals.
- Assistance with bidding projects including posting of bidding documents on the Somerville FTP site, responding to bidder questions, preparing addenda, attending pre-bid meeting with bidders, and evaluating bids.
- Assistance during the construction phase including conducting the pre-construction meeting, providing responses to contractor Requests for Information, preparing Requests for Proposals, reviewing contractor proposals, making recommendations on Change Orders, reviewing shop drawings, reviewing and approving contractor Applications for Payment, conducting construction meetings and site observation visits (twelve (12) site visits will be included), and performing final punch list walk-through.
- Review, approval and delivery of closeout documents to Owner.

Reimbursable expenses are in addition to the stated fees and will be billed with a 10% markup. Reimbursable expenses include the following:

- Plan approval and other fees required by regulatory agencies.
- Printing and reproduction.
- Specialty consultants as required by the project, including landscape architecture, food service design, AV, and other specialty consultants.
- Mileage to and from the project site will not be billed. Travel expenses associated with the project (ie project tours).
- Additional renderings, physical models, mock-ups, professional photography, and presentation materials.
- Other project related expenses.

Services not included but can be provided by Somerville as additional services are as follows:

- Review and coordination of signage, artwork, etc.
- Environmental graphic design.
- Furniture selection.
- Record drawings in electronic format.

Services not included which are performed by the Owner or others include but are not limited to:

- Site Survey of existing site, including utilities and grades.
- Wetland delineation.
- Geotechnical investigation services and soil borings.
- Asbestos and hazardous material survey and removal (if applicable).
- Security evaluation and planning.
- Telecommunications / data design beyond included services.

2025 SOMERVILLE, INC. HOURLY RATES & INSURANCE

(For additional services requested & authorized by the owner. Billing rates are adjusted annually effective on the first day of January.)

Architecture

Senior Project Architect - Level III	\$177
Senior Project Architect - Level II	\$172
Senior Project Architect - Level I	\$167
Project Architect - Level III.	\$162
Project Architect - Level II	\$157
Project Architect - Level I	\$152
Architect - Level III.	\$147
Architect - Level II	\$142
Architect - Level I	\$137
Senior Designer - Level III	\$115
Senior Designer - Level II	\$112
Senior Designer - Level I.	\$109
Designer - Level III.	\$106
Designer - Level II	\$103
Designer - Level I	\$100
Senior Drafter - Level III	\$97
Senior Drafter - Level II	\$94
Senior Drafter - Level I.	\$91
Drafter - Level III.	\$88
Drafter - Level II	\$85
Drafter - Level I	\$82

Project Management

Senior Project Manager - Level III	\$162
Senior Project Manager - Level II	\$156
Senior Project Manager - Level I.	\$150
Project Manager - Level III.	\$144
Project Manager - Level II	\$138
Project Manager - Level I	\$132

Interior Design & Environmental Graphics

Senior Interior Designer - Level III.	\$123
Senior Interior Designer - Level II	\$115
Senior Interior Designer - Level I	\$107
Interior Designer - Level III	\$99
Interior Designer - Level II	\$91
Interior Designer - Level I	\$83
Environmental Graphics / Graphic Design	\$106

Engineering

Senior Project Engineer - Level III	\$185
Senior Project Engineer - Level II	\$177
Senior Project Engineer - Level I	\$169
Project Engineer - Level III.	\$164
Project Engineer - Level II	\$159
Project Engineer - Level I	\$154
Engineer - Level III	\$149
Engineer - Level II	\$144
Engineer - Level I	\$139
Senior Designer of Engineering Systems - Level III	\$145
Senior Designer of Engineering Systems - Level II	\$141
Senior Designer of Engineering Systems - Level I.	\$137
Designer of Engineering Systems - Level III.	\$133
Designer of Engineering Systems - Level II	\$129
Designer of Engineering Systems - Level I	\$125
Senior Designer - Level III	\$123
Senior Designer - Level II	\$120
Senior Designer - Level I.	\$117
Designer - Level III.	\$114
Designer - Level II	\$111
Designer - Level I	\$108
Senior Drafter - Level III	\$105
Senior Drafter - Level II	\$102
Senior Drafter - Level I.	\$99
Drafter - Level III.	\$96
Drafter - Level II	\$93
Drafter - Level I	\$90

Principal	\$245
Vice President - Engineering.	\$208
Vice President - Operations	\$187

Business, Umbrella, Automobile, Workers Comp and Professional Liability Insurance

Somerville, Inc. carries the insurance limits listed on page 39 as standard coverage. Premiums for insurance limits beyond that identified on the following page which are required by the Owner will be charged as a reimbursable expense.



SOMEARC-01

HUSN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY 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 Baer Insurance Services, Inc. 9701 Brader Way, Suite 101 Middleton, WI 53662	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Somerville Inc 2100 Riverside Drive Green Bay, WI 54301	FAX (A/C, No): (608) 830-5877 baer@baerinsurance.com INSURER A : RLI Insurance INSURER B : Arch Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

REVISION NUMBER:

CERTIFICATE 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	ADDITIONAL SUBROGATION WAIVED	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 ☒ PROTECT ☒ LOC OTHER:		PSB0003664	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRING AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		PSA0001848	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE		PSE0002089	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PSW0002721	8/1/2024	8/1/2025	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.		PAAEP0169700	8/1/2024	8/1/2025	Per Claim/Aggregate \$ 5,000,000
A	Excess Umbrella		PSE0003183	8/1/2024	8/1/2025	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Proposal Purposes Only

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

ACORD 25 (2016/03)

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CONTRACT EXCEPTIONS:

The following items are requested exceptions to the Standard Agreement for Professional Services between the City of Green Bay and Design Professional.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

Design Professional hereby agrees to indemnify the City, its elected and appointed officials, officers ~~and~~, employees, ~~agents, representatives and volunteers~~, and each of them, from and against any and all ~~third party claims, and the suits, actions, legal or administrative proceedings, claims, demands~~, damages, liabilities, interest, ~~reasonable~~ attorneys' fees, costs and expenses of whatsoever kind or nature ~~arising from such third party claim, in any manner directly or indirectly to the extent 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 negligence of Design Professional or of anyone acting under its direction or control or on its behalf ~~in the performance of services under this agreement, even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers~~. The obligation to indemnify the City, its elected and appointed officials, officers, employees, ~~agents, representatives and volunteers~~, and each of them, shall be applicable unless liability results from the ~~sole~~ negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Design Professional will indemnify the City for any ~~third party claims by to the extent caused by reason of its Design Professional's negligent acts in the performance of the Design Professional's services~~. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of

them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Any duty to defend shall not extend to professional liability claims. In the event that Design Professional employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Design Professional's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, ~~agents, representatives and volunteers~~, which is identical to this Indemnity Agreement.

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

6. INSURANCE

B. GENERAL LIABILITY COVERAGE

- (1) Commercial General Liability
 - (a) ~~\$4,000,000~~ \$2,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) ~~\$2,000,000~~ \$1,000,000 each occurrence limit

7. ACCESS/UTILITIES

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

~~Design Professional is responsible for exercising the Standard of Care to locate ing public utilities and agrees to indemnify (but, for claims alleging professional liability, shall not defend) and save the City harmless from all third party claims and, suits, and the losses, cost and expenses including reasonable attorney's fees as a result of any personal injury, death or property damage occurring from damage to public utilities, to the extent caused by the negligence or willful misconduct of Design Professional. Design Professional shall coordinate with a private locating service for locating utilities on private property.~~

The Design Professional will coordinate the hiring of third-party consultants to perform surveys, utility location, soil borings, and other related services as-needed. Contracts for these services will be held directly with the City.

8. OWNERSHIP OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Design Professional in the performance of its obligations under this Agreement shall

become the property of the City, provided that Design Professional has been paid all undisputed invoice amounts due. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Design Professional. The Design Professional shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Design Professional's obligations under this Agreement without the written consent of the City. The City agrees that the Design Professional shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than the original intent of the documents provided by the Design Professional, and City agrees to indemnify, defend and hold the Design Professional harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of such material and documents, except on projects where the Design Professional has been retained to provide services.

18. COMPLIANCE WITH LAWS

Design Professional is responsible to see that services and documents furnished by Design Professional are provided in accordance with the Standard of Care in order to conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

22. Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of

Design Professional, Design Professional's officers, directors, partners, employees, agents, and subconsultants, to City, and anyone claiming by, through, or under City for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Design Professional or \$100,000, whichever is greater. This provision shall survive termination or expiration of this Agreement.

23. Mutual Waiver of Consequential Damages. Design Professional and City waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by Design Professional, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.

24. Standard of Care. It is agreed that the quality of such services shall be judged solely as to whether Design Professional performed its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (herein the "Standard of Care")



THE SOMERVILLE
difference

MEETING DEADLINES

RESPECTING BUDGETS

exceeding expectations

We hope that our proposal displays our passion - a passion for design that improves the experience and lives of all that enter the buildings we design. Our **full-service team** has the experience, knowledge, and dedication to help the City of Green Bay achieve your goals. We have assembled a team of highly-experienced and seasoned professionals, all of whom have previous experience working on community focused municipal projects. Our team has a reputation of "digging in" to facilities, understanding what is working and what isn't, **listening to our clients' needs** and developing creative and engaging solutions unique to each clients program.

Central to Somerville's approach is the belief that architecture/engineering is a constant balance between art, science, and sustainability. **Our goal is to produce functional yet creative solutions for the City of Green Bay.** This approach underscores our firm's philosophy that Design Matters to each individual client - for every client's individual needs.

Advantages of the Somerville Team

- **Full-service team:** architectural, interior design, mechanical, electrical, plumbing & fire protection engineering, plus environmental graphics – **What this means to you** is that our team of designers understand the importance of the whole building, not just architecture, but the **importance of integrated MEP systems**
- We have been in business for 79 years and have a time-tested process that will bring success to the City of Green Bay
- We bring creative solutions with no preconceived ideas
- We design attractive, cost-effective and functional facilities
- **We want to continue to be a partner and advocate for the City of Green Bay for years to come**



somerville

architects
engineers



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # T.I

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

- a. Operator I
- b. Mechanic

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. Personnel Committee Request to Fill Memo
- 2. Operator I
- 3. Mechanic

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: July 29, 2025

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

- Operator I– Replacement position due to the retirement of Grant Willems effective August 5, 2025. This position is budgeted at \$26.07 - \$29.79 per hour (Pay Grade F).
- Mechanic– Replacement position due to the resignation of Marcus Doucette effective August 1, 2025. This position is budgeted at \$30.76 - \$36.18 per hour (Pay Grade H).

**Position Fill Request
Justification Report
July 15, 2025**

Position Title: Street Section – Operator 1 (Tractor Operator)

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X Replacement Position Not a Replacement Position

This position will be vacant due to the retirement of Grant Willems effective at the end of the work day on August 5, 2025.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**
Yes, this position is currently funded in the DPW-Traffic Division operating budget. The current pay range is \$26.07 to \$29.79 per hour (Pay Grade F).

3. **Please list the functions and any special information regarding this position.**
Tractor Operators perform a full range of duties including, but not limited to, removing snow, cutting grass, snow/ice control between winter storms, beam guard rail repair, pavement repair, pothole patching, and general labor assignments related to DPW core functions.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
This position does not generate revenue for the City. The use of in-house labor and equipment reduces the need to contract out for those services.

5. **Please explain why the current staff is unable to absorb the duties of this position.**
Loss of a Tractor Operator position represents a reduction in DPW's ability to provide all Street Section services in a timely manner, notably wintertime snow removal and summertime grass cutting.

6. **If duties of position are presently being done, how are they done?**
Duties of vacant positions are assigned to other Street Section employees as needed. When there is a lack of personnel, assignments are prioritized. If staffing is not available, then lower priority assignments are either postponed or not completed.

7. **What service would be reduced or eliminated if this position is not filled?**
DPW will continue to perform all core services. However, a reduction in staffing will result in a lower level of service for residents. DPW's biggest concern is keeping up with grass cutting, yard waste collection, and snow removal duties.

8. **What are the alternative methods and costs of accomplishing the work?**
DPW must 1) provide proper maintenance, care, and safety of City infrastructure, and 2) comply with City ordinance regarding care of grassy areas. The frequency of grass cutting cannot be reduced during the growing season, as DPW-maintained grass is already allowed to grow to the maximum height allowed by ordinance before cutting. One alternative would

be working overtime to maintain the required service or outsourcing of services. But continued overtime can lead to employee burnout and lower morale. Another alternative would be to reduce City services like 1) increasing the snowfall amount before plowing from 2 inches to 3 inches, and 2) eliminating the curbside yard waste collection program.

9. Are there union issues?

No

10. Other supporting comments.

None

**Position Fill Request
Justification Report**
July 22, 2025

Position Title: Mechanic – DPW Operations Division/Motor Equipment Section.

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X Replacement Position Not a Replacement Position

This position will be vacant following the resignation of Marcus Doucette effective at the end of the work day on August 1, 2025.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**
Yes, this position is currently funded in the DPW-Operations Division operating budget. The current rate of pay is \$30.76/hour to \$36.18/hour (Pay Grade H).
3. **Please list the functions and any special information regarding this position.**
DPW Mechanics maintain and repair all DPW vehicles and equipment; as well as Parking Division, Planning/Housing Department, and Mayor's Office vehicles. Mechanics also assist other departments with vehicle and equipment repairs when requested.
4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
This position does not generate revenue for the City, but the use of in-house labor and equipment reduces the need to contract these services out to a private vendor.
5. **Please explain why current staff is unable to absorb duties of this position.**
DPW has thirteen (13) Mechanics in its table of organization. Any vacancy adds workload to other Motor Equipment Section staff, which reduces the ability of the section to maintain DPW's preventative maintenance and repair programs at the necessary level. Insufficient Mechanic staffing contributes to extended vehicle and equipment down time. DPW cannot maintain all repair requests at all times with a short staff. Replacement of the Mechanic vacancy is necessary.
6. **If duties of this position are presently being done, how are they done?**
Duties associated with any vacant position are assigned to other employees. If there is a lack of personnel, then assignments are prioritized. Unassigned duties are postponed, not completed, or overtime expenditures are required to complete necessary repairs.
7. **What service would be reduced or eliminated if this position is not filled?**
DPW cannot reduce or eliminate core services. Motor Equipment Section operates as an internal City service agency for DPW, and other departments. Its clients are DPW, Mason Manor, Inspection Department, Mayor's Office, Parking Division, and Police/Fire Departments when requested. If Mechanic positions are eliminated, DPW would first reduce or eliminate services provided to other departments. DPW must maintain its own fleet first.

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

The alternative to not filling Mechanic vacancies is expenditure of overtime to keep up with workload demand. Using overtime could reduce cost to the City *in the short term* by not having to cover fringe benefits of eliminated Mechanic positions. However, regular overtime assignments lead to burnout, low morale, increased worker compensation injuries, and increased absenteeism. Another alternative to eliminating Mechanic positions is privatization, but that typically is a more expensive alternative.

9. Are there union issues?

No

10. Other supporting comments.

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # U.I

To receive and place on file the June 2025 report by the Police Department on the Traffic Enforcement Unit Traffic Safety Plan. A May 2025 report was not shared.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. TRAFFIC SAFETY PLAN July 2025



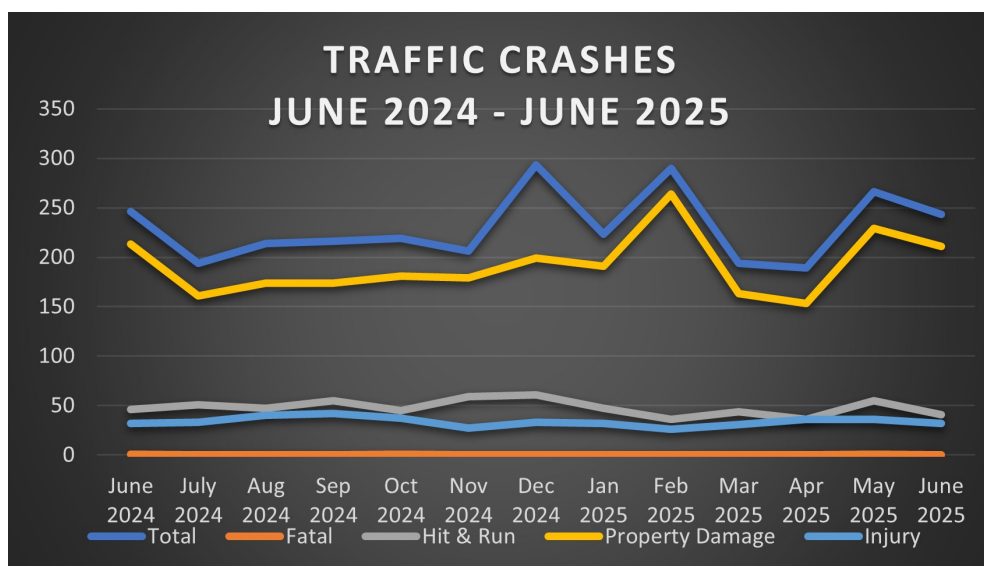
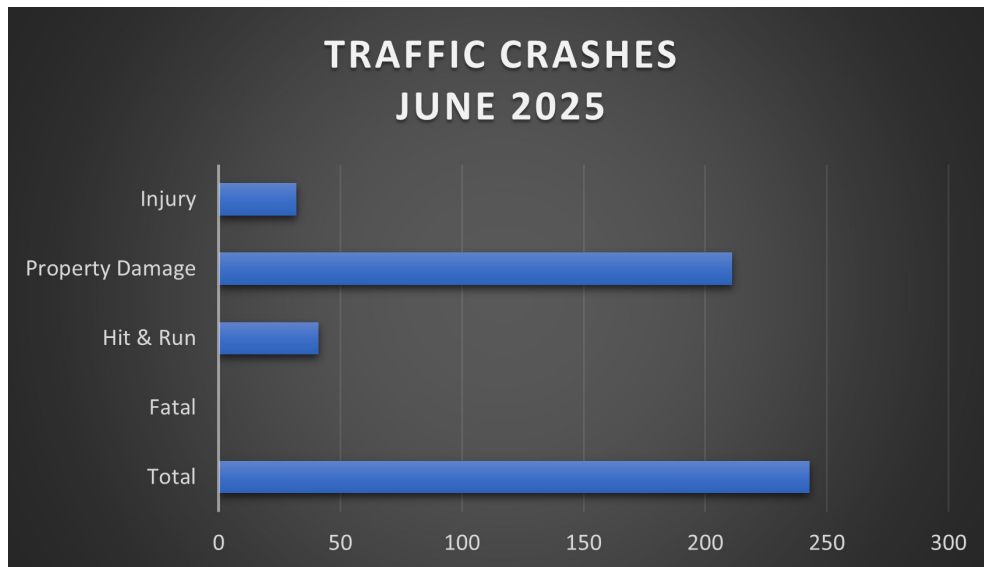
Green Bay Police Department

JULY 2025

Traffic Safety Plan

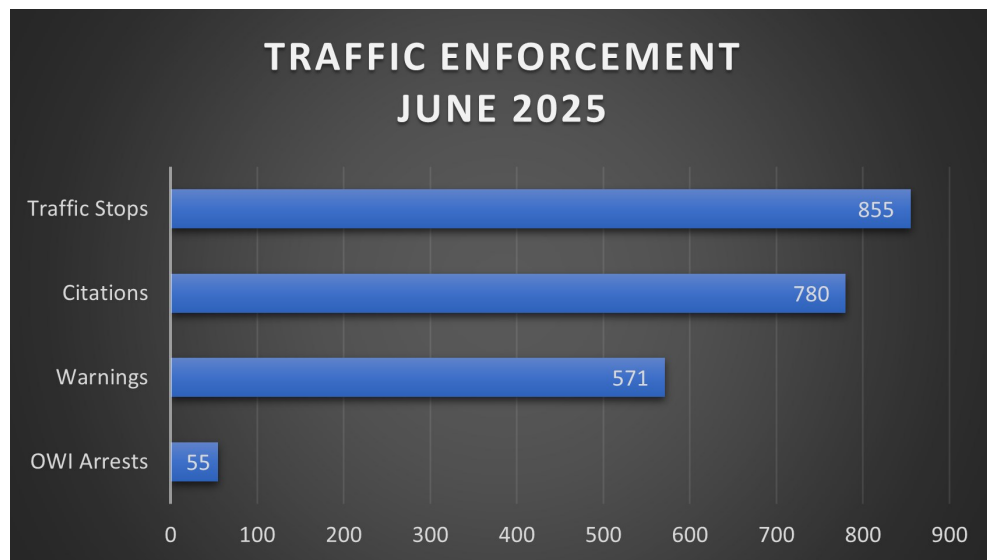
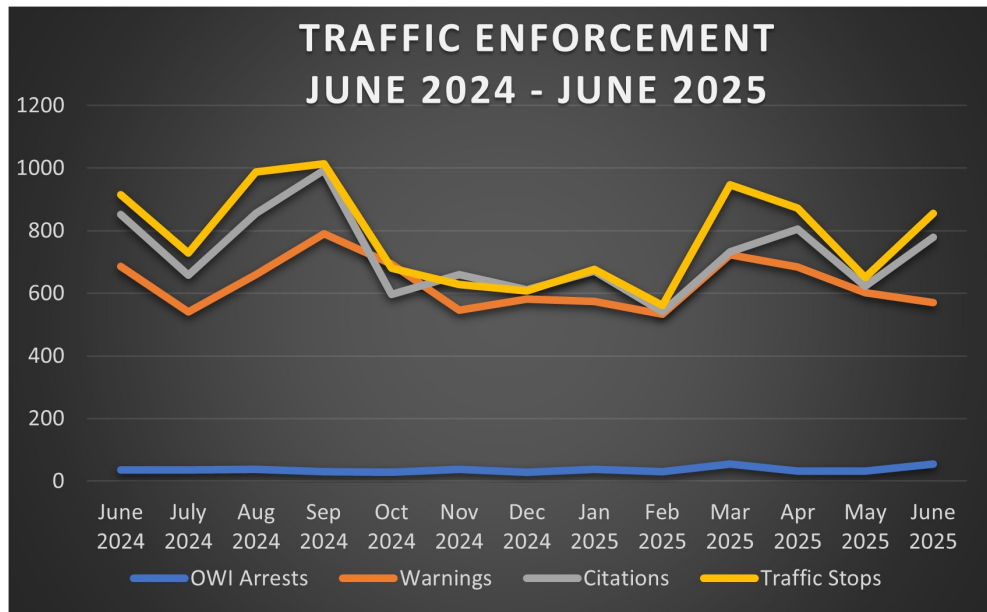
Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards (when in use) will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at the Traffic, Bicycle and Pedestrian Commission meeting.

June 2025 CRASH DATA



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

APRIL 2025 TRAFFIC ENFORCEMENT



UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

- * BROWN COUNTY OWI TASK FORCE—July 11, 12, 25, 26
- * LOCAL ALCOHOL ENFORCEMENT—July 11, 12, 18, 19, 25, 26
- * CLICK IT OR TICKET—July 17
- * SPEED TASK FORCE—July 8
- * PEDESTRIAN/BICYCLE SAFETY—July 9, 16, 23, 30

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

TRAFFIC COMPLAINTS

Below are the most recent traffic complaints received by the Green Bay Police Department and areas of increased risks from traffic data. To make a traffic complaint, call the Traffic Enforcement Unit Complaint at (920) 448-3212. Residents can also submit an online complaint through the City's Request for Service page. Please leave detailed information including specific times/days of the week, street and block number/intersection, and contact information if you would like follow-up

District	Area	Complaint
A	W Mason/Greenridge	Speeding
A	W Mason/S Taylor	Failure to yield
B	S Ashland Av	Speeding
C	S Monroe/Emilie	Speeding
C	S Webster/Emilie	Speeding
C	Eastshore/Eastshore Cir	Speeding
C	E Mason/S Webster	Traffic signal violations
D	Nicolet Dr	Speeding
D	Alpine/Cliffview	Speeding

A message from NHTSA

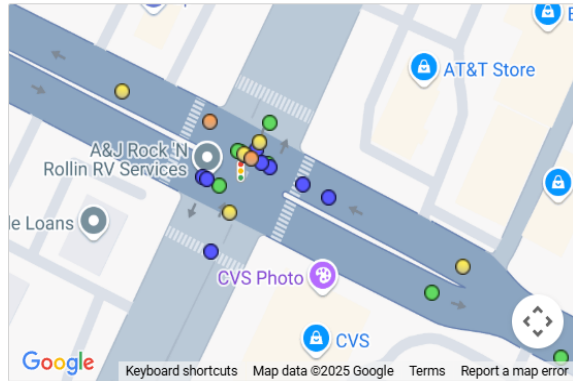


GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

ENFORCEMENT PRIORITY AREAS

Priority areas are determined using a predictive analysis tool through the Wisconsin DOT. The tool uses crash data from the previous three years to determine areas that have a high likelihood of vehicle crashes in the next 30 days.

Military/Mason



Analysis Area #1: GREEN BAY (C)

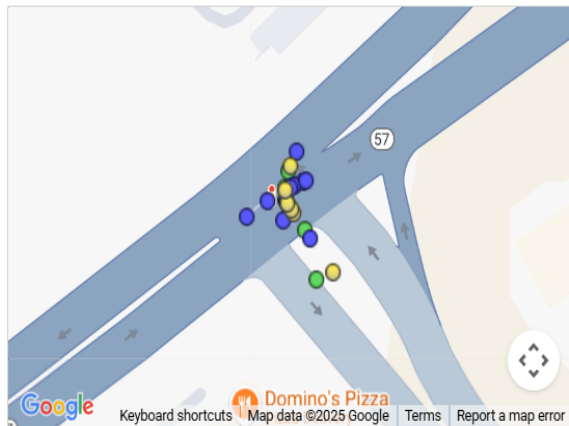
Roadway: MILITARY AVE S

Total Crashes: 26

Contributing Factors:

- 65+ Driver (7)
- Teen Driver (4)
- Large Truck (3)
- Pedestrian (2)
- Bike (1)
- Hit & Run (1)
- Motorcycle (1)
- Impaired (1)
- Winter Road (1)
- Aggressive (1)

University AV/University Way



Analysis Area #2: GREEN BAY (C)

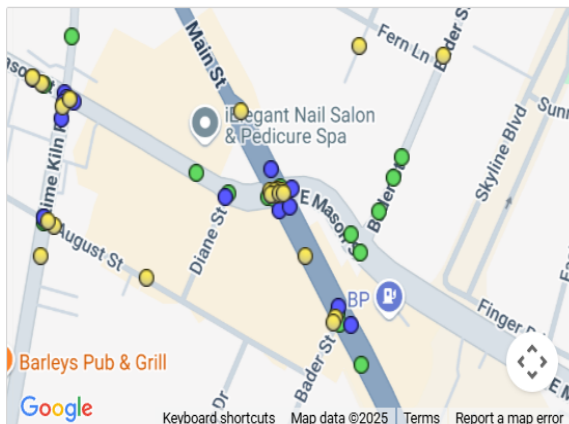
Roadway: 054

Total Crashes: 27

Contributing Factors:

- Teen Driver (7)
- 65+ Driver (6)
- Hit & Run (3)
- Occp Protection (2)
- Winter Road (2)
- Impaired (1)
- Distracted (1)

Main/Mason



Analysis Area #3: GREEN BAY (C)

Roadway: 141

Total Crashes: 32

Contributing Factors:

- Teen Driver (9)
- 65+ Driver (9)
- Distracted (5)
- Hit & Run (4)
- Impaired (3)
- Speed (3)
- Winter Road (3)
- Motorcycle (2)
- Pedestrian (2)
- Occp Protection (2)



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # U.2

To receive and place on file the report by the Police Department of the 2025 2nd quarter serious injury and fatal crashes.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2-2025 Second Quarter Fatal Crash Summary



GREEN BAY POLICE DEPARTMENT

TRAFFIC ENFORCEMENT UNIT

2025 First Quarter Fatal Crash Summary

04/01/25 6:56 PM

GBPD Report #25-214858

On Tuesday, April 1st, 2025, at approximately 6:56 PM, two vehicles were street racing eastbound on Velp Av. Another vehicle was turning left onto Velp Av from Wilson Av and was stuck by one of the racing vehicles. One driver and one passenger suffered serious injuries. Vehicle speed was factor. The drivers of the two racing vehicles are being criminally charged. Crash reconstruction is being completed by GBPD.

05/17/25 7:54 AM

GBPD Report #25-223044

On Saturday, May 17th, 2025, at approximately 7:54 AM, two motorized bicycles were eastbound in the 1300 block of Cherry St. The front motorized bicycle slowed to either turn left or make a U-turn and was struck but by the following motorized bicycle. The operator of the second motorized bicycle suffered fatal injuries. Crash reconstruction is being completed by GBPD.

05/27/25 10:45 AM

GBPD Report #25-224724

On Tuesday May 27th, 2025 at approximately 10:45 AM, a motorcycle was westbound on W Mason St at S Locust St. A SUV was southbound on N Locust and failed to yield from a stop sign. The vehicles collided in the intersection. The operator of the motorcycle suffered serious injuries. Crash reconstruction is being completed by BRSO.

A handwritten signature in black ink that reads "Sean Hamill".

Traffic SGT Sean Hamill



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # U.3

To receive and place on file to add flashing beacons to the crosswalks of (1) Bay Highlands Drive and Bay Settlement Road; and (2) Highland Center Drive and Bay Settlement Road, but to ensure the crosswalk paint is updated, and field flags are placed on the YIELD TO PEDESTRIANS sign.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # U.4

To receive and place on file by Aids. Jim Hutchison and Bill Morgan for the need for a crosswalk at the intersection of Finger and Alpine Roads and to place a YIELD TO PEDESTRIANS sign at the intersection.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Letter from Cindy Watzka

Cindy Watzka

1

2706 Finger Road

Green Bay, WI 54302

920-660-8715

July 7, 2025

To: The Traffic, Bicycle and Pedestrian Commission

Subject: Proposal for Installation of Street Crosswalks at the intersection of Alpine Drive and Finger Road

Dear Commission Members,

I am making this proposal as a concerned resident of the Edison Park neighborhood to formally propose the installation of street crosswalks at the northeast and northwest corners of Alpine Drive and Finger Road intersection. I feel it is vital to have this improvement made to ensure pedestrians can cross safely and confidently.

Currently this is a high traffic area, especially due to the nearby Middle School and High School. With no crosswalks clearly marked this poses a serious safety risk for Children walking to and from school, elderly residents and individuals with mobility challenges and walkers in general.

I have assisted families crossing this intersection multiple times when trying to take a walk to the park. I've recently seen an elderly person in a motorized wheelchair at this intersection, and they could not easily cross as traffic does not slow down or yield the right of way. There was also a near miss of a vehicle and young child on a bicycle just last week.

Please see below a picture of the current intersection. You will see only a speed limit sign and unfortunately, vehicles seem to be driving much faster than 25 mph which makes it even more difficult to cross the street.

PHOTO OF CURRENT INTERSECTION OF ALPINE DRIVE AND FINGER ROAD (facing North):



PHOTO OF PROPOSED SIGNAGE AND CROSSWALK:



Proposed Changes:

1. Painted crosswalk from the northeast corner of Alpine Drive to the Northwest corner of Alpine Drive
2. Pedestrian signs on each of the corners
3. Pedestrian Yield sign in the center of the street

This update would ensure and enhance the safe navigation in our neighborhood especially when heading to Edison Middle school and the nearby park. This crosswalk would provide a designated area for people to cross, alerting drivers to slow down and yield. In time, I believe this would also help to slow down drivers to follow the current speed limit, knowing they need to watch for pedestrian traffic.

Investing in crosswalk infrastructure is a simple but very powerful way to support the well-being of all residents. It helps encourage walkability, improves accessibility for all residents and promotes our city's image as a safe community.

Please let me know if you would like any additional information to review this request.

I appreciate your time and commitment to our city and your review of this proposal.

Sincerely,

Cindy Watzka



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # U.5

To approve the request by Ald. Alyssa Proffitt to designate the 700 block N. Maple Avenue NO PARKING due to traffic concerns at the intersection of N. Maple Avenue and Mather Street by restricting parking for 100 feet on both sides of the street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # U.6

To receive and place on file the request by Ald. Ben Delie to place speed bumps/speed tables at Nancy Avenue and Steven Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # U.7

To approve the request by Traffic Division to restrict parking on the north side of Vanderbraak Street from Quincy Street to a point 325 feet east of Quincy Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Vanderbraak NO Parking Zone

Ruler

Line

Path

Polygon

Circle

3D path

3D polygon

Measure the distance between two points on the ground

Map Length:

325.50

Feet

Ground Length:

325.50

Heading:

115.71 degrees

☒ Mouse Navigation

Save

Clear

N Quincy St

Vanderbreak St

Elite Auto, Servicing All Vehicles. Sp

N Quincy St

Waise St



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # U.8

To change the NO STOPPING OR STANDING restriction in the alley west of Washington Street between Pine and Cherry Streets back to a NO PARKING zone.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # U.9

To add an additional disabled parking space on the east side of North Roosevelt Street north of Main Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the Sustainability Commission of the City of Green Bay

MEETING DATE

August 5, 2025

AGENDA ITEM # V.I

To approve the recommendation that Parks Department staff explore recycling collection best practices at recreational facilities, and implement trial collection at Bay Beach Amusement Park during the remainder of the 2025 season and report back to the Sustainability Commission at the end of the summer.

BACKGROUND

Green Bay's city parks, including Bay Beach Amusement Park, currently lack consistent access to public recycling receptacles. This gap presents a missed opportunity to divert recyclable materials from the landfill and support the City's broader sustainability goals. With high visitor traffic—especially during the summer months—Bay Beach and other major parks generate a significant volume of recyclable items. Several community members and Commission stakeholders have expressed interest in expanding recycling access throughout the park system to improve waste diversion and reinforce the City's commitment to sustainability.

RECOMMENDATION

Refer this item to the Parks Committee and then City staff for further exploration, including a cost assessment, feasibility analysis, conversations with other cities with successful park recycling programs about best practices and/or challenges, and phasing or piloting options for implementing recycling receptacles at Bay Beach and across city parks.

FISCAL IMPACT

To be determined. Staff referral includes a review of anticipated costs for receptacle purchase, collection logistics, labor, signage, and public education. Opportunities for grant funding or public-private partnerships may also be explored.

ATTACHMENTS

None



Report to the Sustainability Commission of the City of Green Bay

MEETING DATE

August 5, 2025

AGENDA ITEM # V.2

Informational: Mosquito Bucket Challenge

BACKGROUND

Fogging mosquitoes harms more than just mosquitoes. This method can harm birds, pollinators, pets, and kids. The Mosquito Bucket is an alternative method that uses nature to battle the pests.

Mosquitoes lay eggs in the standing water in the bucket. The bucket contains an added natural soil bacterium called Bti, which kills the larvae before they grow up. This method, sometimes called a “bucket of doom” or “mosquito tea,” creates an irresistible breeding site and then shuts it down—without harming pollinators, pets, or people.

Homegrown National Park has created numerous educational videos and guides for homeowners to make their own Mosquito Bucket. To promote this alternative control method, the Green Bay Conservation Corps will be offering free kits to help people get started. All materials in the kit are recycled, except for the Bti, which the Green Bay Conservation Corps will provide.

Each kit includes:

- Informational instructions
- 5-gallon bucket
- Wire lid with “rescue sticks”
- Plant material
- *Bacillus thuringiensis israelensis* (Bti)

A limited number of kits (25) will be available in August. Residents who are interested in a kit can pick it up at the welcome desk of the Bay Beach Wildlife Sanctuary Nature Center (1660 East Shore Drive, Green Bay) while supplies last.

For questions, contact Maria Otto, Conservation Corps Coordinator at maria.otto@greenbaywi.gov.

RECOMMENDATION

Staff recommends the Sustainability Commission support the Mosquito Bucket Challenge by a receive and place on file "stamp of approval" vote and promotional support.

FISCAL IMPACT

ATTACHMENTS

- I. Mosquito+Bucket+Challenge+Flier

Mosquito Bucket Challenge

Control Mosquitoes – Protect Wildlife

A Safer Alternative to Fogging



HOW IT WORKS

1. Fill & Bait

Fill a 2–5 gal bucket 2/3 with water and add a handful of leaves or grass.

2. Add Mosquito Dunk

Use 1/4 of a mosquito dunk (wildlife-friendly & kid-safe). Replace dunk monthly.

3. Add Cover or “Rescue Stick”

Add wire mesh or a lid with holes to keep kids and pets out, or place a stick inside so small animals can climb out.

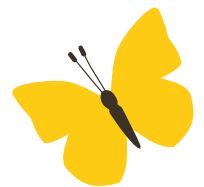
4. Place & Label

Set buckets in shady spots around your yard. Add our sticker or a sign to let neighbors know what it is.

WHY IT WORKS

The bucket draws in mosquitoes already nearby (not from far away), then stops the next generation before it hatches.

It works because of Bti, a natural bacterium that targets mosquito larvae but doesn't harm biodiversity like bees, birds, or butterflies.



WHY NOT FOG?

Fogging hurts more than it helps. It kills wildlife, is harmful to your pets and kids, and doesn't even stop mosquitoes at the source — it misses the larvae, where real control happens.

SPREAD THE WORD WITH A STICKER

Help your bucket teach your neighbors with the official sticker (vinyl or printable).



LEARN MORE

Scan for how-to, FAQs and advocacy tools:



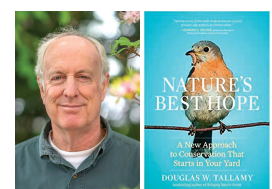
MosquitoBucketChallenge.org

A project from



HOMEGROWN
NATIONAL PARK®

Cofounded by Doug Tallamy, author of *Nature's Best Hope*





Report to the Sustainability Commission of the City of Green Bay

MEETING DATE

August 5, 2025

AGENDA ITEM # V.3

Informational: Feasibility of developing a food waste composting pilot program with input from the Sustainability Commission.

BACKGROUND

Since the City of Green Bay's Food Composting Pilot was referred to staff in April 2025 for further exploration, several steps have been taken to research and gather information to inform potential next steps:

Staff compiled examples of municipal food waste composting programs in peer communities such as Dane County, Sun Prairie, Milwaukee, Waukesha, Wauwatosa, Franklin County (OH), and Hennepin County (MN). These examples illustrated different models, including drop-off and curbside pickup options, as well as partnerships with private haulers.

Resources from the EPA and the Wisconsin DNR were gathered, including toolkits, webinars, peer networks, and technical assistance focused on food waste prevention, composting infrastructure, and program design. These resources include EPA's Sustainable Management of Food resources, Community Composting Toolkit, and DNR's Organics Management News.

Detailed research was conducted on composting equipment appropriate for small-scale or pilot programs, particularly focused on rodent-proof tumbling composters suitable for use at the Wildlife Sanctuary or other potential demonstration sites. Various composters were evaluated for capacity, ease of use, durability, and cost.

Operational best practices for composting were reviewed, including the importance of carbon-to-nitrogen ratios, temperature management for effective composting, and considerations for animal control and odor management. Thermometers and compost jackets were identified as potential tools to monitor compost conditions.

Additional research focused on the feasibility of implementing a pilot composting program at the Wildlife Sanctuary. This included selecting equipment suitable for the site, understanding regulatory requirements (noting that small volumes would not require a DNR compost facility license), and outlining maintenance needs to manage food waste without attracting vermin.

The next steps include preparing final recommendations for consideration by the Parks Department. Staff is positioned to provide recommendations on equipment purchase, potential partnerships, operational guidelines for launching a small-scale pilot, potentially beginning at the Wildlife Sanctuary or another City facility.

RECOMMENDATION

Informational update.

FISCAL IMPACT

ATTACHMENTS

- I. compost pilot research

Green Bay Wildlife Sanctuary

Compost Bin Research

1660 E Shore Dr, Green Bay, WI 54302

6/11/2025

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Introduction

Composting reduces waste, enriches soil, and minimizes the carbon footprint of food scraps and organic matter. The Green Bay Wildlife sanctuary plays a great role in conserving local ecosystems, and composting can enhance its environmental impact. Due to its large size and great amount of wildlife around, it is crucial to select a compost bin that will ensure efficiency while preventing wildlife disturbances, particularly rats and other animals that might be attracted to food waste.

This research further explores tumbling composters as it was decided these would be the best for keeping rodents and other animals out. One main issue with tumbling composters is that they are generally small compared to other methods and therefore may not have a large enough capacity for sanctuary needs. Through this research, I aimed to find different alternatives that could work for this project.

Composting Food Waste and Other Source-Separated Compostable Material at Yard Residuals Facilities

To understand this section clearly, knowing the terms food waste and source-separated compostable material, SSCM, is important. Food waste is compostable food that isn't eaten. For composting, this mainly includes fruit and vegetable scraps, bread scraps, coffee grounds, tea leaves, eggshells, and even food-soiled paper. Other items such as meat, [certified compostable bags](#), and plates and utensils can also be composted food waste, it would just take longer. SSCM is all waste that can be composted under a solid waste compost facility license. [This includes food waste, plant waste, fruit and vegetable food processing waste, fish processing waste, manure and animal bedding from herbivorous, sawdust, non-recyclable compostable paper, and certified compostable plastics.](#)

This document also shared that there are cases for needing state solid waste approval or a compost facility license. However, if you are adding less than 50 cubic yards of SSCM then it is not necessary to have one. Based on what was said, the Wildlife Sanctuary should not need one.

Carbon to Nitrogen Ratios and Food Waste

To effectively compost, there needs to be a mix of "browns" and "greens". Browns means a material high in carbon such as woodchips and greens are high in nitrogen such as food waste. This should not be a problem because browns can include [leaves, pine needles, twigs, straw, and paper](#) (the brown paper bags used for corn?). There will be an abundance of this material, so the bigger problem will be keeping a good ratio between the two. The ratio should be 2:1 with a higher volume of food waste added. Having too little carbon can cause an ammonia smell, and having too little nitrogen can cause the compost to not heat up as much. Specifically, if the compost is struggling to reach 131 degrees Fahrenheit it likely needs more nitrogen rich items. I will talk more about the temperature towards the end.

Tumbling Composters

Lifetime 100-Gallon Double Bin Rotating Composter



- 100-gallon (13.37 cubic feet) double-barrel composter.
- The two separate bins have a locking mechanism to prevent turning, as well as a small red plastic clip that can be placed on one bin at a time to show which bin is full/ has compost cooking.
- The light brown color helps blend in with grass and trees, however I don't think this is an important feature for this project.
- Assembly is more difficult compared to others and may take multiple people. However, the manufacturer offers assembly for the product at an additional cost.
- Generally, it is easy to spin, however it becomes more difficult to turn when full.
- Aerated internal bar to mix compost and allow airflow.

- Constructed of high-density Polyethylene.
- It has double-walled panels to absorb and retain heat.



- Looking at this image, the height from bottom to top is 43” which is about 3.5 ft. If the diameter of the barrel is between 24-36”, the height under the bin would be about 0.5-1 ft.
- Other images in the reviews on Amazon help show how tall they are.
- [Price on amazon.com is around \\$353, but there are different purchasing options.](#)
- Reviews on amazon give 4/5 stars. A lot of reviews talk about the assembly being difficult, though YouTube videos can help. They also recommend putting something on the hinges such as grease to help the hinges from rusting. There have been multiple reviews sharing that the hinges rusted and fused together. There was also 1 review that said rain water gets in, however that is the only one I saw so it could just be user error due to improper set up.



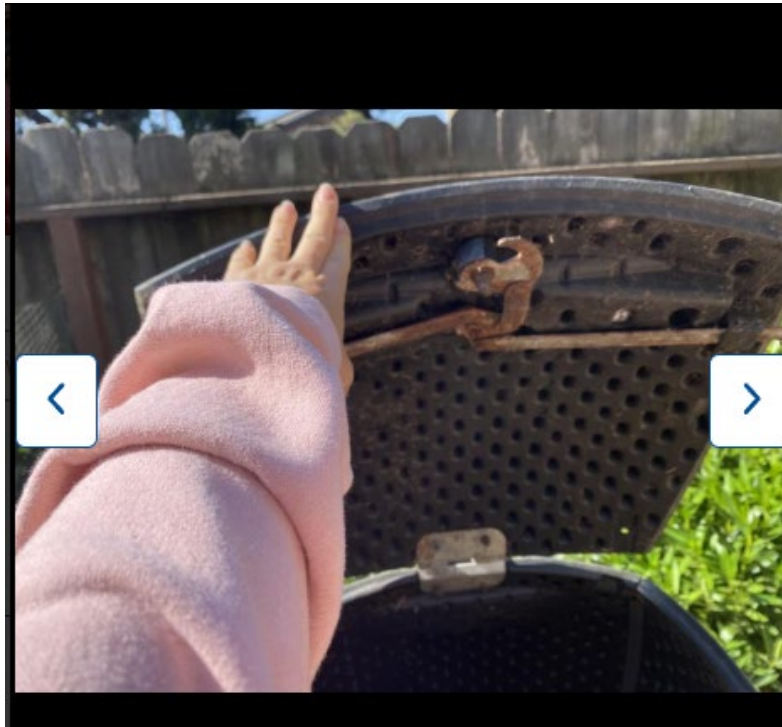
- This was a picture from one of the reviews where they placed the compost up high enough so they could get wheelbarrow underneath. I like this idea; however, I am worried about how hard it would get to turn the barrels from this height when they are full.
- [The price on samsclub.com is \\$268.97.](#)
- The reviews here are mostly the same and seem to like this product, however the assembly is difficult.
- [The price at Walmart.com is also \\$268.97.](#)

100 Gal Dual Bin Compost Tumbler



- This also has two 50-gallon barrels to let one side cook while the other can still be filled.
- It has an aerated internal bar to mix compost and allow airflow.
- Locks into place.
- Has black, double-wall panels to absorb and retain heat.
- It has a removable lid for easy access.
- High-Density Polyethylene Construction.
- Compost material is enclosed to help keep pests out.
- [The price on homedepot.com is \\$344.19.](#)
- This product has 4.2/5 stars on the review. Like the past product, there are concerns with rusting of metal components over time. Some reviews state that customer service was great and replaced the parts that rusted for free, whereas others state customer service was no help. After reading a lot of the reviews, it seemed like the rust was the main issue customers were having.
- [The price on lifetime.com is \\$329.99.](#)

- There is a 5-year limited warranty.
- On their website, they say the steel is rust-resistant, however based on the previous reviews as well as reviews on this site, that does not appear to be true.



Black + Decker 40-gallon Dual Chamber Compost Tumbler



- Only holds 40 gallons.



- Looks like it could be tall enough to put a wheelbarrow under. (1.5 ft off the ground).
- It has internal mixing bars to aerate the material while spinning and help accelerate decomposition.

- Is dual-chambered.
- Uses a gear system to turn the barrel.



- It has a lock lever to lock the barrel when taking the compost out or putting it in.

Composting Steps for this product:

1. Make the compost mix, starting with a layer of “browns”. Browns are carbon-based materials, including hay/straw, dead leaves, sawdust, shredded black and white newspaper, uncoated cardboard, and shredded 100% cotton material.
 2. Add a layer of “greens”. Greens are nitrogen-based materials, including fruits and vegetable scraps, coffee grounds, grass clippings, and eggshells. The number of layers depends on the amount of food scraps but there should be a 2:1 brown to green ratio.
 3. Turn the compost to mix thoroughly, turning 5-10 rotations at least 2-3 times a week.
 4. Remove compost after it turns dark and crumbly with an earthy smell.
- [The price on amazon.com is \\$179.](#)
 - This product has 4/5 stars in the reviews. One review shared the compost finished in 4 weeks; however, I assume it'd be 6-8 weeks since only one person said that and I couldn't find anything else given an exact time. The assembly seems to be straightforward and moderately easy to do. Most reviews talk about easy rotation using the hand crank, as well as the small size of the bin.
 - I liked the height of this product however it seemed too small. If the price was cut in half, I would suggest getting two of these as it would be easy to take a wheelbarrow and go to each when the compost is ready.
 - [The price is the same at homedepot.com and Ace Hardware.](#)

RSI Maze 65-Gallon Compost Tumbler



- It has dual chambers.
- It is said to be easy to turn even when it's full using the hand crank (may take 2 hands to crank though).
- Can hold up to 65 gallons.
- Air vents on all sides and large sliding covers for loading and unloading.
- Made from UV-protected high-impact plastic. The frame is made of rust- and corrosion-resistant zinc-coated steel.
- 15 inches off the ground.
- Website mentioned the crank made it easy to stop the bin in a specific position but did not mention a lock like the other ones had to ensure it doesn't move when loading or unloading compost.
- [The price on homedepot.com is \\$262.64.](#)
- The product has 4.6/5 stars in the reviews (highest so far).
- The 1-star reviews are almost all about difficult assembly or about the rotating axel after a few years disintegrating/rotting. There are only 10 1-star reviews and 254 5-star reviews. The higher reviews did note that you may need more than 1 person for assembly. Other than that, the comments are pretty positive, and the customers liked the sturdiness of the design.



- [Same bin but with a cart to carry the compost. The price is \\$284.72.](#)
- It is not odorless, which may be a problem with attracting animals.



Comparison between the first, third, and compost bin from last document.

45 Gallon/170 Liter Large Dual Chamber Rotating Composter



- It says 45 gallons but, in the description, it says the capacity is 37 gallons.
- Material is Polypropylene.
- It has two tumbling chambers.
- Aeration holes and deep fins on each panel help break up the waste inside, as well as allow more oxygen to mix into the compost and help speed up the process.
- Needs to be rotated 5-6 times every few days.

Compost Tumbler



Compost Tumbler



Different Composter		
45 Gallon	Size	45 Gallon
4-5 weeks	Compost time	4-5 weeks
Orange	Color	Green
Turn the composter	How to use	Turn the composter

[Learn More](#)

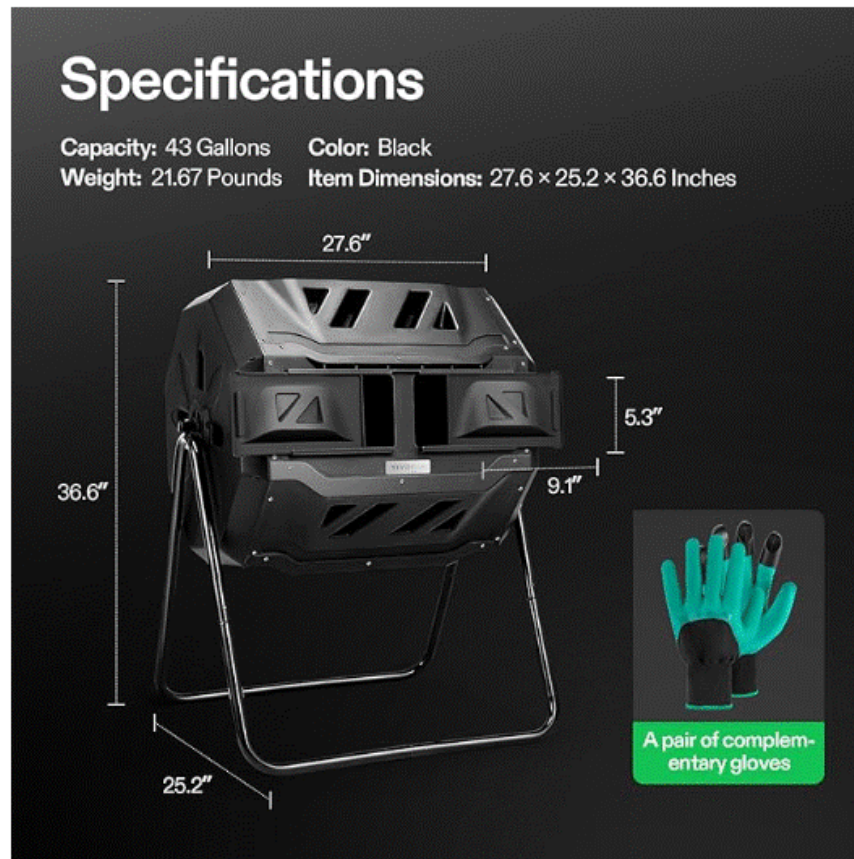
- Takes 4-5 weeks for compost to finish.

- [The price on amazon.com is \\$119.97.](#)
- The product has 4.5/5 stars in the reviews. The reviews share that the tumbler functions well and holds a large quantity (most likely large enough for households). The assembly is relatively easy and can be put together by one person. Some customers like the height of the composter as it is a bit higher off ground.



- Many reviews shared they would choose this over any of the cheaper alternatives because you get what you pay for, and this one does not crack in the sun like many of the smaller tumbler bins do.
- [The price on homedepot.com is \\$286.20.](#)

VIVOSUN Outdoor Tumbling Composter Dual Rotating Batch Compost Bin



- [The capacity is 43 gallons.](#)
- It has two separate chambers.
- There are deep fins on eight panels to help turn the compost bin, as well as break up clumps inside.
- Air vents to help with better aeration.
- Temperature should be 30-70 degrees C for fermentable materials.
- [The price on amazon.com is \\$79.99.](#)
- 4.3/5 stars.
- This one I like for the price, and multiple could be bought and placed around the whole area.
- If we are going for cheaper, I would suggest buying multiple of something like this, however they will likely not last as long.

Mantis Compact Tumbler (CT02001 Composter)



- It has an enclosed composter drum which eliminates pest and odor problems.
- It can hold up to 88 gallons of waste.
- There is an air vent at the top of the bin to allow oxygen inside.
- Includes a drainage vent that allows excess moisture to escape.
- Compost finishes in about 4-6 weeks.
- The bin is 1 foot off the ground.
- The drum is made from non-toxic powder-coated galvanized steel and is rust resistant, and the frame is made from tubular steel.
- Product comes with a 2-year warranty.
- There are mixing fins inside to help mix and break up the materials inside.
- To turn the bin, there is a crank handle with a gear mechanism.
- [The price on mantis.com is \\$459.99.](#)
- [The price on Walmart.com is \\$459.99.](#)
- There are only 3 reviews and all are 5 stars. Two talked about how long they had it for which was over 14 years for both.

- There is no price listed on [amazon.com](https://www.amazon.com) right now but it is rated 4/5 stars in the reviews.
- Some of the issues that people had with this product were the difficult assembly, and the amount of compost tea dripping out of the bottom.

Temperature of Compost

Heat helps the compost [decompose faster, kills weed seeds, and reduces the number of pathogens](#). Technically, you do not need to hot compost, however, it will take a drastically long time for the compost to finish and it will likely be very dry. To help with heating the compost, it is important to aerate, insulate, maintain moisture, avoid larger pieces in the bin, and keep the C:N ratio reasonable. One way to keep a bin insulated is to use a [compost jacket](#) which goes around the bin. This could be a good option for winter since the temperatures get so low in Wisconsin. Keeping the bin in an area that has direct sunlight is also a great idea. Whether it's the summer or winter, the sun will provide heat to the bin especially if it is black material.

Determining if the compost is hot enough can be difficult. It is important not to touch the compost because it could be very hot and may contain bacteria. One way to determine the temperature could be by using a temperature probe. These probes are not too expensive and could really help with composting. In my opinion, I don't think this would be needed unless we get insufficient compost results. [A temperature probe could help understanding what works and what doesn't work for composting](#). It can also help determine when to stop aerating the compost and let it sit.

[Taking the temperature in multiple areas](#) is important because there are likely hotter and colder pockets within the compost. If the set-up is good, the temperature should build to 40-50 degrees C within a few days.

Reotemp 16 Inch Fahrenheit Compost Thermometer



- This thermometer is color coded where you want your compost to be. If the compost is not getting past the green area using the probe, it means something needs to change whether it's the material being put into the compost bin, the spot where the bin is kept, the amount of air let inside, or the insulation.
- [The price on amazon.com is \\$15.99.](#)
- The stem is 16 inches so it can be stuck far into the bin.
- It is hermetically sealed so that it won't fog up.
- Made from stainless steel.
- The product is rated 4.7/5 stars. The reviews find it to be easy to read, and enjoy how long the probe is.

Discussion

It is important to understand what the most important needs are for the Wildlife Sanctuary. The first option is great as it has a large capacity and dual chambers to compost more effectively, however it is pricier than some of the smaller options. If price is a big factor, going with one of the smaller options may be the best idea and buying multiple for different areas of the sanctuary. My biggest concern with this option is they will likely not last as long and may end up being more expensive in the long run.

Using the correct ratio for compost and attaining a high enough temperature is important for composting. Using the correct ratio of browns to greens can be done by human eye, however, if it's not working, consistently measuring the materials being put in must be done. Using a temperature probe can drastically help determine if things are working correctly or if something needs to be changed. I think using a probe is a great idea to help composting run smoother and avoid initial problems. It will also help to determine if you can slow down the aeration and just let the compost sit for a while.

City of Green Bay

Food Waste Composting Pilot Program Ideas - lists are not exhaustive and do not promote any one business

3/25/25

Ruth O'Donnell, ruth.odonnell@wisconsin.gov

Organics Management News – DNR E-Newsletter on organics recycling, food waste prevention, funding opportunities, events, subscribe [here](#).

Resources from EPA

1. [Sustainable Management of Food | US EPA](#)
2. [Community Composting | US EPA](#)
3. [Composting Food Scraps in Your Community: A Social Marketing Toolkit | US EPA](#)
4. [Managing and Transforming Waste Streams Tool | US EPA](#) –
5. [EPA Recycling Toolkit | US EPA](#)
6. [Quantifying methane emissions from landfilled food webpage](#) – report & calculator on bottom of page

EPA Peer Networks for: info in the DNR March Organics Management News enewsletter;

1. **Food Too Good to Waste Peer Network** is a U.S. Environmental Protection Agency-led peer network for state and local government employees working on food waste reduction and recycling with a focus on household food waste prevention. The [next monthly meeting is March 20](#), 12:00 - 1:30 p.m. with an emphasis on what schools are doing to reduce food waste. To gain access to the group, the Teams site and meeting invitations, contact Claudia Fabiano at Fabiano.Claudia@epa.gov.
2. **National Compost & Anaerobic Digestion Peer Network** is a U.S. Environmental Protection Agency-led network for state and local government employees that discusses organics recycling through composting and anaerobic digestion. To gain access to the group, the Teams site and future meeting invitations, contact Jamie Lutz at Lutz.Jamie@epa.gov.

Examples of Organizations with Toolkits for Municipalities US Compost Council – Target Organics – A Compost Program Resource Hub

1. [US Composting Council](#) - see “Food scrap composting for your community starts here.”
2. **Closed Loop Partners** – “How Organics Diversion Can Help Achieve Zero Waste Goals, A blueprint for scaling collection and composting infrastructure” - Google PDF
3. **CET & BioCycle** – “Community Toolkit – Adding Food Waste to a Yard Trimmings Compost Facility” Google PDF

4. [Craig Coker Consulting & BioCycle](#) – 2 Part Report, provides estimates of cost to upgrade yard waste facility.

Examples of Municipalities with Programs –

1. [Dane County](#) - has drop-off and pick-up services, expanding a Sustainability Campus.
2. Sun Prairie –
3. [Milwaukee](#) – drop off
4. [Waukesha](#) – has a pilot drop off program
5. [Wauwatosa](#) – partners with a compost service provider
6. [SWACO in Franklin County, OH](#) utilizes drop-off sites, 1.3 million population
7. [Hennepin County MN](#) – differs by city, has both pickup and dropoff

Examples of “smart compost” bins to reduce contamination -

<https://bigbelly.com/solutions/solar-composting-program-by-bigbelly>

Example of Consultants for Establishing Food Compost Programs

1. [SCS Engineers](#)
2. [WANU](#)
3. [Green Mountain Technologies](#)

WasteExpo – 2025 has over 40 sessions on Food Recovery & Composting, also has a Public Sector Hub. Look at businesses in their Expo section to get equipment ideas. (i.e. Smart compost bins)

<https://www.wasteexpo.com/en/public-sector/public-sector-hub.html>

<https://www.wasteexpo.com/en/conference-events/food-recovery-forum.html>

<https://www.wasteexpo.com/en/conference-events/organics-recycling.html>

[Unleashing the Economic and Environmental Potential for Food Waste Composting in the U.S.](#),

Report from Composting Consortium as part of Closed Loop Partners 2024

Statistics and resources for food waste collection & processing

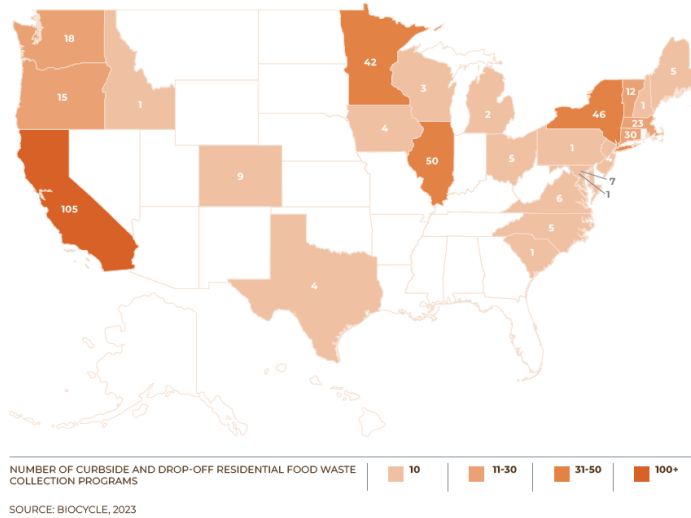
Residential Food Waste Collection Access

Over the last few years, curbside collection and residential drop-off has been growing steadily in the U.S. through municipally supported programs and private subscription services. According to BioCycle's 2023 Nationwide Survey, the number of U.S. households with organics collections access grew 49% between 2021 and 2023, from 10 million to just shy of 15 million households across 25 states. The survey identified 400 programs across 710 U.S. communities, which is not a comprehensive analysis of all programs in the U.S., but accounts for roughly 80-85% of all programs across the country.

California leads the nation in the number of programs (105), as a result of the regulations laid out by SB 1383, followed by Illinois (50), New York (46), Minnesota (42) and Connecticut (30). These five states are home to 68% of all U.S. collection access programs. The 400 access programs tracked in the 2023 BioCycle survey fall into three categories:

Curbside Only	Drop-off Only	Curbside + Drop-off
230 programs	139 programs	31 programs
321 communities	357 communities	32 communities
8.2 million households with access	5.1 million households with access	1.8 million households with access

FIGURE 8. NUMBER OF CURBSIDE AND DROP-OFF RESIDENTIAL FOOD WASTE COLLECTION PROGRAMS BY STATE



Green Bay City Hall Compost Bin Research

100 N Jefferson St, Green Bay, WI 54301

6/11/2025

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Introduction

Composting can help protect the climate by reducing methane emissions, as well as reducing waste from going into landfills. We should take part in this at the City Hall. The compost made from just our building can be used to help the soil health around the outside of the building, reducing the need for chemical fertilizers.

The biggest worry about indoor composting is the odor. The last thing anyone wants in the building is to have a putrid smell leaking into their office space and possibly attracting bugs. Therefore, it is important to find an effective way to compost indoors while assuring it won't disrupt the workspace. Therefore, much of my research focuses on indoor bins that reduce odor and can be closed so bugs or other small rodents are not attracted.

Indoor Compost Bins

Indoor composting focuses on organic waste that comes from food scraps and using that to create nutrient-rich soil. There are multiple types of indoor compost bins. The type of compost bin should be chosen based on the food that is going into it.

Vermicomposting (Worm Composting)

These bins use red worms to speed up the composting process, are compact, and should be odor free. Vermicompost is the product of earthworm digestion and aerobic decomposition using activities of micro- and microorganisms at room temperature. Bins can be made with wood or Styrofoam; however, commercial plastic bins will likely be best for reducing odors and having a better overall look. These bins are for leftover fruit and vegetable scraps and are great for small amounts of waste.

- [Here is an article that includes worm composting from the DNR.](#)

Worm Factory 360 Black Composting System



- This specific product has 4 trays but can have 3 as well.
- It is very compact so it can easily go in any space within the City Hall without taking up room.
- [Should be kept between 40-80 degrees F.](#) The building is always likely between that so it should not be an issue. Keeping the bin out of direct sunlight will help if the bin starts getting too hot for the worms.
- The nested trays allow the worms to migrate upward as the process the food scraps, leaving the lower trays for easy harvesting.
- Things that can be added are fruits, vegetables, grains, paper, egg shels, leaves, and coffee grounds. Dairy, meat, and citrus should be avoided.
- It's best to add 50% food scraps and 50% fiber for worm health.
- There is a spigot that can be used to empty organic liquid fertilizer.

The Original Vermihut Plus 5



- 5 trays, though additional trays can be added as we advance.
- The worm saver tray or “M-board” is there to increase airflow to help the worms as well as compost more efficiently.
- The coconut mat is used for odor removal, moisture control, and ultimately to keep bugs and pests away.
- The base has a spigot for the liquid collection.
- Bins are filled with worm bedding, red worms, and food scraps.
- [The price on amazon.com is \\$89.99.](#)
- This product is rated at 4.5/5 stars. The customers find the bin easy to set up and use and appreciate the durable plastic construction. Most

customers like the size as you can add or take away trays to make it to the desired height. One review said the worms are not doing anything and have not created any compost. That sounds more like user error, and they likely set it up wrong, are putting in food waste that is not supposed to be in there or have the wrong type of worms.

Bokashi Composting

This is a method of fermenting kitchen waste using Bokashi bran. This is an anaerobic process, so it doesn't require oxygen like the other options do. This type of composting is an option for waste such as dairy, meat, and cooked food which isn't put into the other ones. Since this process needs Bokashi Bran to break it down, this process isn't a first pick. This would likely be a harder process and may contain more odors due to the fermentation process. This is just an idea if composting meat scraps and dairy is an interest.

- [This link shares how to use a Bokashi bin.](#)

Premium Bokashi Composting Starter Kit-Bokashi Living



- This holds 13 gallons of compost.
- It seems like it takes about a month and a half to fully compost, however I am unsure how long it will take. With this small bin, we likely wouldn't be able to fit all food scraps in during the span of a month, so I think sticking to the other bins and focusing on only fruit, vegetable, paper or other related waste would be more efficient.
- [The price on amazon.com is \\$79.](#)
- The product is rated at 4.5/5 stars. Although it seems to relatively work well, it may be better for small households and not the City Hall.

Countertop Composting Bins

This is a great option for collecting food scraps until they can be transferred to a larger composting system. This would involve then having a larger composting system, such as a tumbler, outside of the building. The important thing for these would be to empty them regularly to reduce odors. Some use charcoal filters to help reduce odors during the day, however, if they are brought out every day there should not be a problem.

EPICA Countertop Compost Bin



- The capacity is 1.3 gallons.
- It has an airtight lid and replaceable activated-charcoal filter to eliminate odors.

- The filter should last over six months if handled properly.
- Constructed with stainless steel.
- [The price on amazon.com is \\$27.98.](#)
- The product is rated at 4.6/5 stars. Customers (who are likely to use it for one household) say it holds a week's worth of waste. This could be great for the City Hall if we take it out every day instead, or every two days. One comment has been using it for 11 years and says there has been no rusting, doesn't have an odor, and doesn't attract fruit flies.
- I'm unsure how much organic waste would come from the City Hall daily. If this is the route we would look to go on, I'd suggest getting just one to start and see how fast it fills up. It could go in the break room since that is where everyone has access to and would know where to put their scraps. Using this method, an outdoor compost bin would need to be used or another bigger inside bin. This is more of a collection bin used to help the process and help employees remember to compost their food wastes that can be composted.
- Ideas for outside compost bins could be the smaller tumbler bins.
- Any indoor bins that are listed in this document could be used in correlation with this product.

ECO 2000 Kitchen Compost Collector



- The capacity is 2.4 gallons.
- Includes a carbon filter to reduce odors. These are recommended to be replaced every 3 months.
- It would need to be paired with an outdoor composter.
- Made from HDPE.
- [The price of homedepot.com is \\$19.08.](#)
- The product is rated at 4.5/5 stars. Some customers had issues with fruit fly attractions as well as the quality of the plastic. This bin would require more cleaning to prevent odors and pests.

****If we like this method, using a regular plastic bin could also work if it is remembered to be brought to the larger compost bin every day.**

Electric Composters

These can break down food scraps quickly using heat and aeration. They are very compact and can fit anywhere inside. These are odor-free and can convert kitchen waste into compost in as little as 3-4 hours. These are not energy-efficient and are also pricier than the other options. The best part about these designs is how fast they can compost.

Ouaken Electric Composter



- The capacity is 4 liters.
- The product uses high temperature drying, grinding, and colling methods. It can create compost within 4 hours. This is done using high-torque blades to process the food materials.
- It is quiet so it can be set anytime without distracting anyone.

- It has a large carbon filter to eliminate odor. This has a 1000-hour limit and then will alert you to replace it.
- There are different modes which are crush, ferment, or clean.
- Fruit and vegetable scraps, coffee grounds, paper, decomposable plastic products, chicken and fish bones, leftover bread slices, shrimp heads, cheese, fallen leaves, yard trimmings, and houseplants can be put into the composter.
- [The price on amazon.com is \\$219.98.](#)
- The product is rated at 4.4/5 stars. One customer had an issue with the product jamming, but I did not see anyone else say that. This could be due to putting too large scraps in or not having a good ratio of browns to greens. Most customers say it's odorless, silent, and works very efficiently. One customer also noted they wished it had a greater capacity.
- [The price on homedepot.com is \\$299.99.](#)

DIY Indoor Composting System

This method includes using plastic bins for the waste. One way this can be done is to drill holes into the bins to ensure proper airflow, placing a layer of brown material at the bottom, and then rotating in the new organic waste as it comes. The materials should only be turned occasionally. The bins should be kept in a cool, dry area.

Breaking up the scraps can help the compost finish faster. Meat, fats, and dairy items should be avoided with this system. The smell can be controlled by adding more brown items. The prices will vary but this will be the least expensive alternative.

Indoor Composting 5-Gallon Bin Suggestions

United Solutions 5-Gallon Heavy-Duty Buckets with Snap-On Lids



[Price: \\$49.99 for 6-pack.](#)

Capacity: 5-gallons

Material: Plastic

Reviews: 4.6/5

- It has secure snap-on lids to keep the compost closed off.

ePackageSupply White 5-Gallon Bucket with Lid



[Price: \\$39.99 for 6-pack.](#) (Multiple options for amount of bins. 12-pack is \$89.99, 24-pack is \$198.98).

Capacity: 5-gallons.

Material: Plastic

Reviews: 4.7/5

Fleet Farm 5 Gal White Pail – Encore 5&6 Gallon White Pail Lid



[Price of bin: \\$4.99](#)

[Price of lid: \\$2.29](#)

Capacity: 5 gallons

Material: Assuming plastic

Reviews: 5/5

- Is food safe.
- Has a metal handle.
- Not ideal to buy bin and lid separate.

Fleet Farm 5 Gal Orange Bin – Encore 5 Gal Orange Pail Lid (is separate from the bin)



[Price of bin: \\$4.99](#)

[Price of lid: \\$2.29](#)

Material: HDPE Plastic

Capacity: 5 gallons

Reviews: 5/5

- Does not have a handle.
- Not food grade safe.
- Would have to buy lid and bucket separately which is not ideal.

Nitrogen-rich Options Found Inside the City Hall

- [Paper Towels](#): Both used and unused paper towels can be safe for composting as “brown” materials. It will help if they are ripped up into smaller pieces to help accelerate the decomposition.
 - They are safe to add if they:
 - Are completely unused.
 - Are soiled with compostable food.
 - Are used to clean spills such as water, dirt, or plant-based foods.
 - Used to blow your nose if you are not carrying a contagious virus.
 - Used to dry hands or dishes.
 - Are single-ply or quilted, both will break down and decompose easily.
 - [Colored or bleached](#). This is not the case for all paper, but since napkins are already deemed food-safe they should be able to go into the compost pile with no problem.
 - They are not safe to add if they:
 - Are soiled with any type of chemical. It does not matter if it’s an organic cleaner.
 - Have oil or grease on them.
 - Are used to blow your nose when you are sick with a virus. (If unsure it’s best to just not add these in).
 - Are used to pick up dog droppings (should not be happening here).
 - [Have embellishments such as glitter or plastic coatings](#).
- [Paper Plates](#): If they do not have a plastic/wax coating, they are able to be composted. These are usually ones that look more like cardboard. Like the napkins, they should not have any cleaners, oils, or grease on them.
- [Cardstock center](#) of paper towel rolls and toilet paper rolls.
- [Office Paper](#): If the type of ink is okay to compost, this could be a great idea since I am getting rid of so many papers. They would need to be shredded/ripped into smaller pieces.
 - Safe to compost if:
 - The ink is soy-based.
 - The ink is vegetable-based.
 - There is minimal ink as it poses a smaller risk. If unsure about the ink top, adding small quantities can be okay as it reduces harmful chemicals leaching into the compost.
 - It is newspaper-generally safe if there are no glossy pages.

- Not safe/ not recommended if:
 - The pages are glossy or have a film. Magazines fit in this category.
 - The ink is solvent-based.
 - The ink is heavy metal.
 - The ink is laser toner.
- [Cardboard](#): If all the tape and labels are off and it does not have any type of glossy/plastic/wax film it is safe to compost. This should be done in smaller pieces as well.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year July, 2025	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 47,783.76	\$ 47,783.76			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 21,090.54	\$ 18,390.46		\$ 2,700.08	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 12,023.82			\$ 12,023.82	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 5,265.50		\$ 5,265.50		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 7,318.35		\$ 2,915.50	\$ 4,402.85	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 6,834.16			\$ 6,834.16	
Adjustment (if applicable)	\$.00			\$.00	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 300.00		\$ 300.00		
Adjustment (if applicable)	\$.00		\$.00		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 958.90			\$ 958.90	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 101,575.03	\$ 66,174.22	\$ 8,481.00	Pay This Amount \$ 26,919.81	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

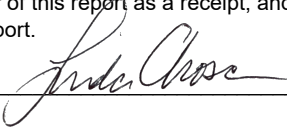
II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: Neil Basten Signature:  Date: 8/1/2025

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer:  Date: 08/04/2025

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone Number	Email Address
<u>Neil Basten</u>	<u>920-448-3131</u>	<u>neilba@greenbaywi.gov</u>



Report to the
Common Council
of the City of Green Bay

MEETING DATE

August 5, 2025

PREPARED BY

AGENDA ITEM # X.I

Resolution Authorizing Conditional Use Permit at 115 South Van Buren Street (ZP 25-17)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. ZP 25-17 Resolution CUP Townhomes

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 115 SOUTH VAN BUREN STREET
(ZP 25-17)**

August 5, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 25-17 and the recommendation of the Plan Commission on July 28, 2025, the City of Green Bay does authorize a Conditional Use Permit (CUP) for the purpose of creating single-family attached dwelling, townhouses within the (R1) Low-Density Residential Zoning District at 115 S Van Buren Street, submitted by David Erickson of Neighborworks Green Bay; Green Bay Redevelopment Authority, property owner.

The North 88 feet of the South 132 feet of Lots 831, 832 and 833,
Plat of Navarino, in the City of Green Bay, East side of Fox River,
Brown County, Wisconsin.

Tax Parcel No. 14-309

Said conditional-use permit shall be granted subject to:

1. An awning or covered porch must be included with the design of the front entryways of the individual entrances.
2. An individual sidewalk must be included connecting the front entryway and the public sidewalk along S Van Buren Street.

Adopted _____

Approved _____

Eric Genrich, Mayor

JL
Attachment: Map



- Proposed CUP
- 200' Property Owner Notice

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

**Zoning Petition (ZP 25-17)
Conditional Use Permit (CUP)
Request for Townhomes
115 S Van Buren Street**

**RESOLUTION AUTHORIZING RELEASE OF
12' UTILITY EASEMENT AT THE 1300 BLOCK GUNS ROAD,
0 VERNON TAYLOR DRIVE, AND 0 GRAND BOULEVARD
(ED 25-01)**

August 5, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting the release of a 12' utility easement at 1300 Block Guns Rd (Parcel 23-243-1-3), 0 Vernon Taylor Dr (Parcel 23-243-1-2 & 23-243-1-1) and 0 Grand Blvd (Parcel 23-243-1)

Tax Parcels Affected: 23-243-1-3, 23-243-1-2, 23-243-1-1, and 23-243-1
Part of Lot 1 of Certified Survey Map No. 7758, Recorded as Document No. 2350722, Being Part of Private Claims 9 and 10, East Side Fox River, City of Green Bay, Brown County, Wisconsin

WHEREAS, the Plan Commission of the City of Green Bay approved said release at its meeting on July 28, 2025.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Easement Discontinuance 25-01 and the recommendation of the Plan Commission on July 28, 2025, the City of Green Bay does authorize the requested easement discontinuance located at 1300 Block Guns Rd, 0 Vernon Taylor Dr, and 0 Grand Boulevard. The easement discontinuance is more particularly described as follows:

- 1: All of a 12-foot wide utility easement within Lot 1 as shown and dedicated on Certified Survey Map No. 7758, recorded as Document No. 2350722, being part of Private Claim 9 and 10, East Side Fox River, City of Green Bay, Brown County, Wisconsin, EXCEPTING therefrom that part lying Westerly and adjacent to Guns Road.

BE IT FURTHER RESOLVED, the easement discontinuance shall be filed with the Register of Deeds and recorded by the property owner.

Adopted _____

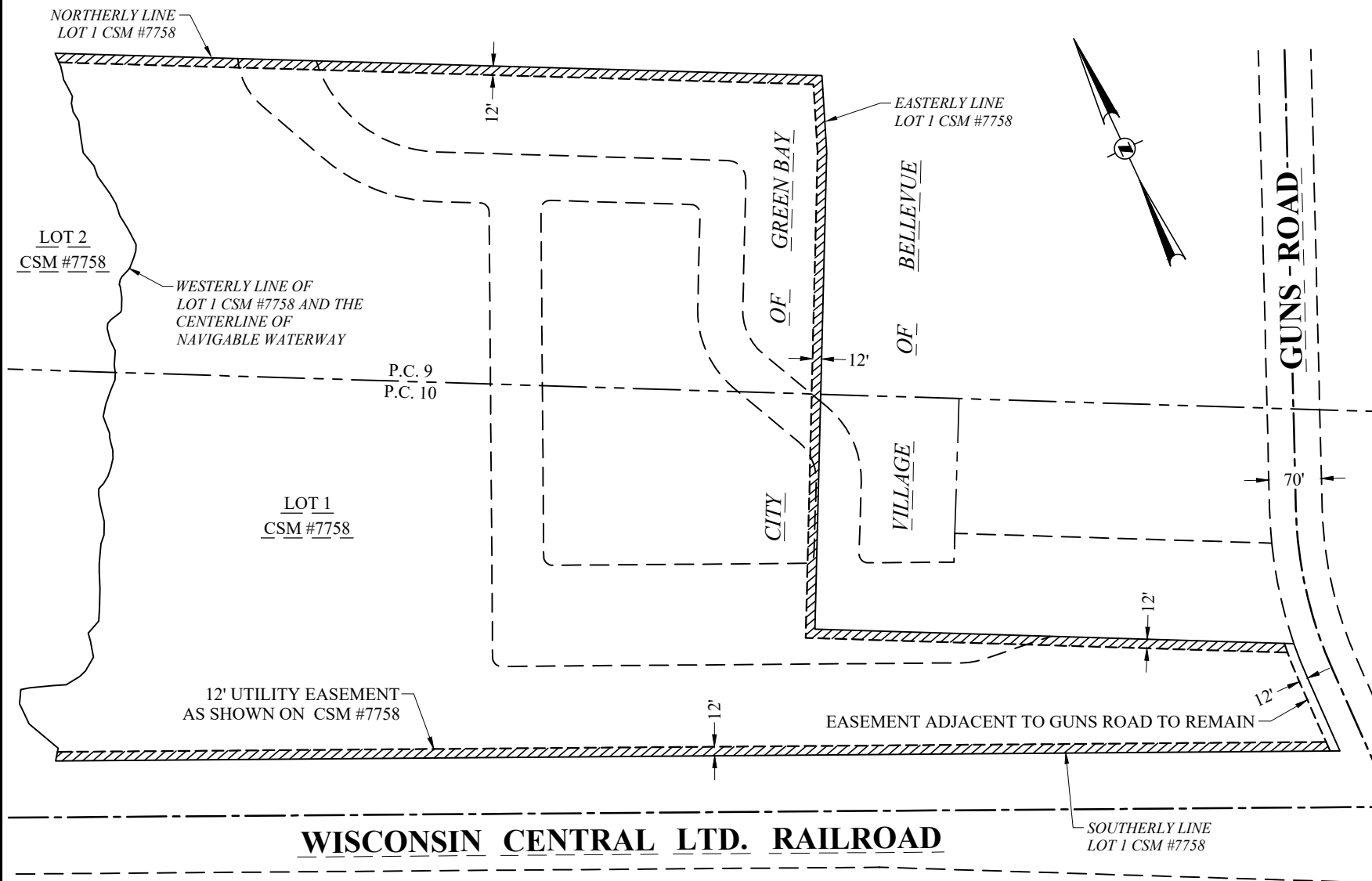
Approved _____

Eric Genrich, Mayor

DM
Attachment – Map

RELEASE OF A 12' UTILITY EASEMENT

PART OF A 12' UTILITY EASEMENT LOCATED IN LOT 1 OF CERTIFIED SURVEY MAP NO. 7758, RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10, EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



LEGEND

 THAT PART OF A 12' UTILITY EASEMENT AS SHOWN
ON LOT 1 OF CSM #7758 TO BE RELEASED

Prepared for the City of Green Bay
Dated: July 23, 2025



116 S Adams Street, Suite 201
Green Bay, WI 54301
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

Project No: 2022-0399
 Drawn By: TMC
 Sheet No: 1 of 3

GREEN

RELEASE OF EASEMENT

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7758, RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10, EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

LEGAL DESCRIPTION OF 12' UTILITY EASEMENT TO BE RELEASED:

All of a 12-foot wide utility easement within Lot 1 as shown and dedicated on Certified Survey Map No. 7758, recorded as Document No. 2350722, being part of Private Claim 9 and 10, East Side Fox River, City of Green Bay, Brown County, Wisconsin.

EXCEPTING therefrom that part lying Westerly and adjacent to Guns Road.



116 S Adams Street, Suite 201
Green Bay, WI 54301
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

Project No: 2022-0399
Drawn By: TMC
Sheet No: 3 of 3

**RESOLUTION AUTHORIZING RELEASE OF
40' SANITARY SEWER EASEMENT AT THE 1300 BLOCK GUNS ROAD AND
0 VERNON TAYLOR DRIVE
(ED 25-02)**

August 5, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting the release of a 40' sanitary sewer easement at 1300 Block Guns Rd (Parcel 23-243-1-3) and 0 Vernon Taylor Dr (Parcel 23-243-1-2).

Tax Parcels Affected: 23-243-1-3 and 23-243-1-2
Part of Lot 1 of Certified Survey Map No. 7758, Recorded as Document No. 2350722, Being Part of Private Claims 9 and 10, East Side Fox River, City of Green Bay, Brown County, Wisconsin

WHEREAS, the Plan Commission of the City of Green Bay approved said release at its meeting on July 28, 2025.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Easement Discontinuance 25-02 and the recommendation of the Plan Commission on July 28, 2025, the City of Green Bay does authorize the requested easement discontinuance located at 1300 Block Guns Rd and 0 Vernon Taylor Dr. The easement discontinuance is more particularly described as follows:

All of those 40-foot wide sanitary sewer easements within Lot 1 as shown and dedicated on Certified Survey Map No. 7758, recorded as Document No. 2350722, being part of Private Claim 9 and 10, East Side Fox River, City of Green Bay, Brown County, Wisconsin.

BE IT FURTHER RESOLVED, the easement discontinuance shall be filed with the Register of Deeds and recorded by the property owner.

Adopted _____

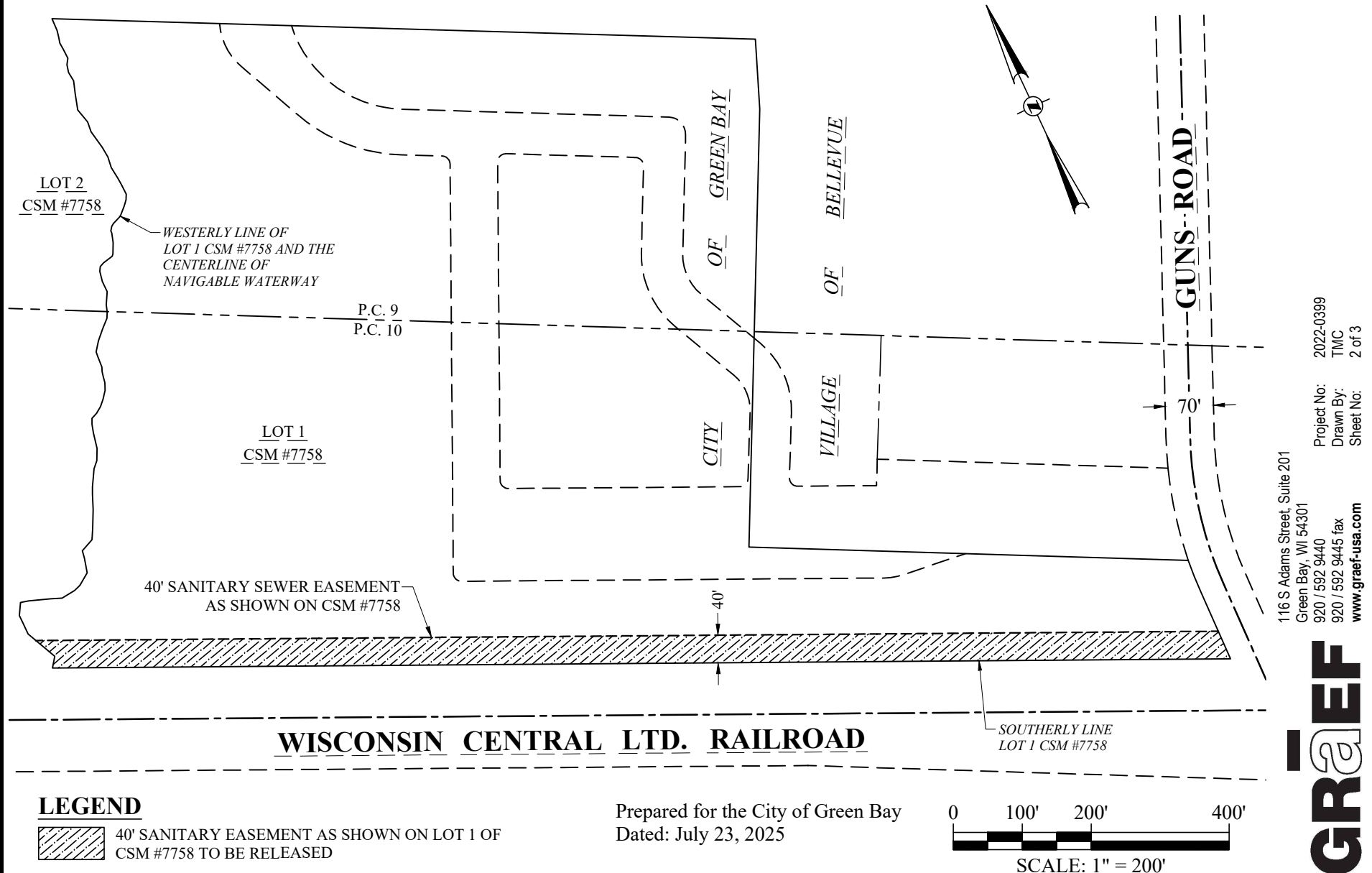
Approved _____

Eric Genrich, Mayor

DM
Attachment – Map

RELEASE OF A 40' SANITARY SEWER EASEMENT

A 40' SANITARY SEWER EASEMENT LOCATED IN LOT 1 OF CERTIFIED SURVEY MAP NO. 7758, RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10, EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



Prepared for the City of Green Bay

Dated: July 23, 2025

RELEASE OF EASEMENTS

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7758, RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10, EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

LEGAL DESCRIPTION OF SANITARY SEWER EASEMENT TO BE RELEASED:

All of those 40-foot wide sanitary sewer easements within Lot 1 as shown and dedicated on Certified Survey Map No. 7758, recorded as Document No. 2350722, being part of Private Claim 9 and 10, East Side Fox River, City of Green Bay, Brown County, Wisconsin.



116 S Adams Street, Suite 201
Green Bay, WI 54301
920 / 592 9440
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www.graef-usa.com

Project No: 2022-0399
Drawn By: TMC
Sheet No: 3 of 3

ZONING ORDINANCE NO. 15-25

**AN ORDINANCE AMENDING ZONING ORDINANCE 28-24
THE SOUTHWEST WOODS SUBDIVISION
PLANNED UNIT DEVELOPMENT DISTRICT
(ZP 25-18)**

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

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

2405 W. Mason Street, Parcel number 6H-4459: Part of Lot 1, Southwest Woods, located in Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, Brown County, Wisconsin more fully described as follows:

Beginning at the southwest corner of said Lot 1; thence N00°16'57"W, 190.26 feet on the west line of said Lot 1; thence N89°26'03"E, 137.58 feet; thence N00°16'57"W, 119.36 feet to the south right of way of West Mason Frontage Road; thence 10.84 feet on the arc of a 325.00 foot radius curve to the left, having a long chord which bears S83°16'41.5"E, 10.83 feet on said south right of way; thence 27.92 feet on the arc of a 20.00 foot radius curve to the right, having a long chord which bears S44°14'36.5"E, 25.71 feet on said south right of way to the west right of way of Hinkle Street; thence S04°15'13"E, 184.96 feet on said west right of way; thence S00°16'57"E, 105.95 feet on said west right of way to the southeast corner of said Lot 1; thence S89°43'03"W, 178.99 feet on the south line of said Lot 1 to the Point of Beginning.

Said parcel contains 37,522 Square Feet (0.861 Acres) of land more or less.

0 W. Mason Street, Parcel number 6H-1109-2: Outlot 1, Certified Survey Map No. 9023, Document No. 2851838; said map being part of Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, West side of Fox River, Brown County, Wisconsin. Area contains 104,429 square feet / 2.397 acres more or less.

0 Ninth Street, Parcel number 6H-1089: Part of Lots 7 and 8, Section 28, Township 24 North, Range 20 East, Except Streets and Part of Vacated Street described in Jacket 10917, Image 37 and Except 27539 Image 44, City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28'07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South

41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. Area contains 722,094 square feet / 16.577 acres more or less.

0 Ninth Street, Parcel number 6H-1091: That part of Lots 9 and 10, Section 28 Township 24 North, Range 20 East, Lying Northerly of Beaver Dam Creek Conservancy Area, EXCEPT Volume 781 of Records Page 471 and EXCEPT Jacket 27639 Image 44, City of Green Bay, West of Fox River, Brown County, Wisconsin.

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28'07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South 41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. area contains 307,315 square feet / 7.055 acres more or less.

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

- A. PURPOSE AND INTENT. The Planned Unit Development (PUD) is being utilized to permit the development of an innovative new low-density residential subdivision that includes a mix of small lot single-family home lots and a group of two-family townhomes housing types. The PUD also includes a significant expansion of Beaver Dam Park. This project will incorporate six primary elements:
1. Commercial redevelopment opportunity consisting of lot reconfiguration on the existing commercial property at 2405 W Mason St. helping to facilitate a shift from the existing light industrial uses to commercial use.
 2. Townhome development block consisting of four two-unit multi-story townhomes directly accessing Hinkle Street, as extended.
 3. A small lot single-family subdivision consisting of seven single-family parcels situated around a new cul-de-sac (Southwest Vie Ct) that connects to Hinkle Street, as extended.
 4. Park expansion of Beaver Dam Park through the dedication of approximately 20 acres of land area to the west of Hinkle Street, as

extended and north and east of the existing Beaver Dam Park.

5. Future development area of approximately 4.5 acres along the east side of Hinkle Street directly across from the single-family subdivision. ~~It is currently unknown what type of development will be proposed for this area so it shall be treated as a low-density detached single-family subdivision are however it is expected that the PUD will need to be amended to facilitate the future development.~~ Street oriented multiple-family residential development area permitting to a maximum of 70 units.

6. Single or two-family area with access off of Hinkle Street, as extended.

B. DEVELOPMENT AREAS. The approximately 27.5 acres of the project area can be broken into a public community asset site, commercial redevelopment site, three residential development areas, and future development area as illustrated in Exhibit B – Development Areas. Each development area will have distinct permitted uses and other land-use/dimensional regulations as outlined within this PUD.

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

1. Commercial Redevelopment Site. Permitted and conditional uses within the commercial redevelopment site as identified in Exhibit B – Development Areas are those identified within Green Bay Municipal Code, Chapter 44, Article VIII – Commercial Districts as a General Commercial (C-1) District.
2. Townhome development block. The following uses shall be permitted within the townhome development block as identified in Exhibit B – Development Areas:
 - a. Single-family attached dwellings, townhouses.
 - b. Two-Family dwellings, semi-detached.
 - c. Live-work units.
 - d. Short-term rentals.
 - e. Community living arrangements serving 4-8 persons.
 - f. Family daycare homes, serving 8 or fewer children.
3. Single-family subdivision. The following uses shall be permitted within single-family subdivision as identified in Exhibit B – Development Areas:
 - a. Single-family detached dwellings.
 - b. Live-work unit.
 - c. Short-term rentals.
 - d. Community living arrangements serving 4-8 persons.
 - e. Family daycare home, serving 8 or fewer children.

4. Beaver Dam Park Expansion. Permitted and conditional uses within the park expansion area are those identified within Green Bay Municipal Code, Chapter 44, Article X – Public Institutional District (PI) as identified in Exhibit B – Development Areas.
5. ~~Future Development Area~~ **Multiple-Family Residential Area**. The following uses shall be permitted within the **Multiple -family** area ~~set aside for future development~~ as identified in Exhibit B – Development Areas:
 - a. ~~Single-family detached dwellings~~ **Multiple-family residential apartment or condominium building(s)**.
 - b. ~~Live-work unit~~ **Single-family attached dwellings, townhouses**.
 - c. Short-term rentals.
 - d. Community living arrangements serving 4-8 persons.
 - e. ~~Family daycare home, serving 8 or fewer children.~~
6. Single or Two-Family Area. The following uses shall be permitted within single or two-family area as identified in Exhibit B-Development Areas:
 - a. Single-family detached dwellings.
 - b. Two-Family dwellings, duplex.
 - c. Two-Family dwellings, semi-detached.
 - d. Short-term rentals.
 - e. Community living arrangements serving 4-8 persons.
 - f. Family daycare homes, servicing 8 or fewer children.

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

1. Lot Width and Area. The minimum lot width and lot area shall be regulated by use.
 - a. Commercial uses: minimum lot width of 100 feet with minimum lot area of 10,000 square feet.
 - b. Single or two-family, attached dwellings/townhomes: minimum lot width of 35 feet per unit with minimum lot area of 6,000 square feet per unit.
 - i. Exception for proposed Lot 8, which is permitted to have a minimum frontage of 20 feet.
 - c. Single-family dwellings, detached: minimum lot width of 43 feet with minimum lot area of 5,700 square feet.
 - d. Two-family dwellings - duplex: minimum lot width of 45 feet with minimum lot area of 5,000 square feet.
 - e. Two-family dwellings - semi-detached: minimum lot width of 30 feet per unit with minimum lot area of 4,000 square feet per unit.
 - f. Park Expansion: minimum lot width of 80 feet with minimum lot area of 10,000 square feet.

- g. ~~Future development Area~~ **Multiple-Family Residential Area:** Lot width and area shall be regulated as set forth ~~in this PUD as the detached single family dwelling use in Section 2.D.1.c, above~~ **within Green Bay Municipal Code, Chapter 44, Article VI – Varied Density Residential District (R3).**

2. Setbacks. Setbacks are established by Development Area and uses, as depicted in Exhibit B - Development Areas.

a. Commercial Redevelopment Site

- (1) Front yard setback (along W Mason St and Hinkle St extended): There shall be no minimum setback required for yards fronting the public right-of-way however each frontage that does not provide a minimum of 10 feet of setback shall provide aesthetic treatment the entire length of the street frontage as regulated in subsection 2.I of this ordinance.
- (2) Rear yard setback (west property line): Minimum rear yard setback is fifteen (15) feet.
- (3) Side yard setback, (south property line): There shall be no minimum setback required for the south side yard however the entire length of the south property line will include a minimum of a 6-foot-tall solid fence or wall made of masonry, vinyl, painted wood or other material deemed appropriate by the Zoning Administrator.
- (4) Accessory structures: Accessory structures shall not be permitted between the principal structure's façade and any public right-of-way.

b. Townhome Development Block

- (1) Front yard setback: Minimum setback required for yards fronting the public right-of-way is 25 feet.
- (2) Rear yard setback: Minimum rear yard setback is 25 feet.
- (3) Side yard setback: Minimum side yard setback is 5 feet.
 - i. Side yard setbacks shall apply only to the ends of single-family attached dwellings.
 - ii. There shall be provided a “no-build” and “access easement” within the 5-foot setback to provide for the maintenance of the structures.
- (4) Accessory structures: Accessory structures shall not be permitted between the principal structures façade and the public right-of-way. Minimum rear and side yard setbacks is 2.5 feet.

c. Single-Family Subdivision

- (1) Front yard setback: Minimum setback required for yards fronting the public right-of-way is 12 feet.
- (2) Rear yard setback: Minimum rear yard setback is 10 feet. Additionally, lots with double frontage on Southwest Vie Ct and Hinkle Street shall provide buffer/screening element the entire

length of their lots individual Hinkle street frontage as regulated in subsection 2.I of this ordinance.

- (3) Side yard setback: Minimum side yard setback is 6 feet.
 - i. There shall be provided a “no-build” and “access easement” within the 5-foot setback to provide for the maintenance of the structures.
- (4) Setbacks for accessory structures: Accessory structures shall not be permitted between the principal structure’s façade and the public right-of-way. Minimum rear yard setback is 4 feet and minimum side yard setbacks is 2.5 feet.
- d. Beaver Dam Park Expansion. Setbacks within the park expansion area are those identified within Green Bay Municipal Code, Chapter 44, Article X – Public Institutional District (PI).
- e. ~~Future Development Area~~ **Multiple-Family Residential Area.** ~~Setbacks within the future development area are regulated as set forth in this PUD as the detached single-family dwelling use in Section 2.D.2.c, above.~~
 - (1) Front yard (west) setback: Minimum setback required for yards fronting the public right-of-way is 12 feet.**
 - (2) Rear yard (east) setback: Minimum rear yard setback is 15 feet.**
 - (3) Side yard (north and south) setback: Minimum side yard setbacks are 10 feet.**
 - (4) Accessory structures: Accessory structures minimum front yard setback shall be 100 feet and shall not be permitted between the street fronting principal structures and the public right-of-way. Minimum rear and side yard setbacks are 10 feet.**
- f. Single or Two-Family Area.
 - (1) Front yard setback: Minimum setback required for yards fronting the public right-of-way is 12 feet.
 - i. Bellwood Lane right-of-way shall be considered a side yard, not a front yard.
 - (2) Rear yard setback: Minimum rear yard setback is 10 feet.
 - (3) Side yard setback: Minimum side yard setback is 6 feet.
 - i. Setback from Bellwood Lane right-of-way is a minimum of 6 feet.
- 3. Height. Maximum building heights shall be regulated by use.
 - a. Structures associated with commercial uses: maximum height is 40 feet or 3 stories, whichever is less.
 - b. Single-family dwellings, two-family dwellings - duplexes, two-family dwellings, semi-detached: maximum height is 35 feet or 2.5 stories, whichever is less.
 - c. Single or two-family, attached dwellings/townhomes: maximum height is 40 feet or 3 stories, whichever is less.

- d. Structures associated with park uses: maximum height is 40 feet or 3 stories, whichever is less.
- e. Multiple-Family Structures: maximum height is 45 feet or 4 stories, whichever is less.
- 4. Multiple-Family Residential Design.
 - a. Street oriented multiple-family residential façade design. Any structures façade that fronts and/or visible from the right of way shall have a functional and operational front entrance.
 - b. Four-sided design. All sides of the building(s) shall include materials and design characteristics similar to and compatible with those on the front.
 - (1) Ground level patios are not permitted on any façade facing the public right-of-way.
 - (2) Upper floor decks and balconies shall be cantilevered (without visible supports), stacked (supported by vertical columns) or hung (supported by chains from above).
 - c. Façade Articulation and Fenestration. Principal buildings shall be designed to provide interest and variety. Flat, unadorned walls shall be avoided.
 - (1) Front Façade Fenestration. Building facades facing and visible from the public right-of-way shall have a minimum amount of windows and a functional doorway as regulated below:
 - i. Area of windows and doors shall comprise no less than 20% of the façade fronting the public right-of-way.
 - ii. Windows and doors shall include trim.
 - iii. All building entrances shall include a nonfabric canopy or other roofing element over the entryway in sufficient size to protect the person entering the structure from inclement weather.
 - (2) Façade lengths shall not be greater than 40 feet without articulation including but not limited to
 - i. Division of façade through the use of architectural elements such as entrances, arcades, windows, balconies, awnings, etc.
 - ii. Recesses or projections of the main façade plane.
 - iii. Vertical division using different materials and textures.
 - d. Exterior Materials. Building materials shall be durable and appropriate for the residential district as well as being regulated as follows:
 - (1) Exterior building façades fronting the right-of-way shall be a minimum of 70% of the following materials and all other façades shall be a minimum of 50% of the following materials:
 - i. Brick or brick veneer
 - ii. Cementitious panels/siding
 - iii. Architectural/decorative metal panels

- iv. Wood or wood composite
- v. Windows and doors
- vi. Other similar materials, as deemed appropriate by the zoning Administrator

e. Mechanical equipment and exterior building systems. Mechanical and exterior building systems should be integrated into the overall building design

(1) roof mounted equipment shall be screened and positioned in a way that it is not visible from the right-of-way

(2) wall mounted equipment shall not be permitted on the front or right-of-way side of a building.

- 4-5.** Impervious Surface. Maximum impervious surface coverage shall be regulated by use.
- a. Commercial redevelopment area: maximum impervious surface including all buildings, drives, walks, etc. is 80% of lot area.
 - b. Single-family dwellings, two-family dwellings - duplexes, two-family dwellings, semi-detached: maximum impervious surface including all buildings, drives, walks, etc. is 60% of lot area.
 - c. Single or two-family, attached dwellings/townhomes: maximum impervious surface including all buildings, drives, walks, etc. is 70% of lot area.
 - d. Park expansion area: maximum impervious surface including all buildings, drives, walks, etc. is 50% of lot area.
 - e. **Multiple-Family Residential Area: maximum impervious surface including all buildings, drives, walks, etc. is 70% of lot area.**

E. STORM WATER MANAGEMENT AND GRADING PLAN. A storm water management and grading plan meeting the standards established by the Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.

- 1. The storm water management and grading plan shall be comprehensive and take into account expected build-out of the entire PUD area as depicted on Exhibit A – Location Map.
 - a. With approval of the Department of Public Works, this requirement may be adjusted to address only storm water management needs of the specific Development Area for which development is proposed, as depicted on Exhibit B – Development Areas.
- 2. Stormwater management facilities should function not only as a utility but also as an integral site amenity.
 - a. Green infrastructure and sustainable stormwater management practices are encouraged to be utilized throughout the site.

- b. Traditional stormwater facilities shall be designed with landscaping providing human-scale interest and incorporating native plant species where possible.
- F. SIGNAGE. Signage throughout the PUD area shall be regulated as follows:
 - 1. Signage for Commercial Redevelopment site shall be regulated as the General Commercial (C1) District per the Green Bay Municipal Code, Chapter 30, Article II.
 - 2. Signage for single-family dwellings, detached and Single or two-family, attached dwellings/townhomes shall be regulated as the R-1 Low Density District per the Green Bay Municipal Code, Chapter 30, Article II.
 - 3. Signage for the park expansion area shall be regulated as the Public Institutional (PI) District per the Green Bay Municipal Code, Chapter 30, Article II
 - 4. **Signage for Multiple-Family Residential Area shall be regulated as for Residential Districts per the Green Bay Municipal Code, Chapter 30, Article II.**
- G. REFUSE AND MECHANICALS. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX, Division 3, Section 44-1917.
- H. ACCESS AND PARKING. Parking requirements shall be regulated by use:
 - 1. Commercial Redevelopment: regulated by specific use per the Green Bay Municipal Code, Chapter 44, Article XVIII.
 - b. One driveway approach measured along the property line shall be a minimum distance of 80 feet from the intersection of W. Mason Street Frontage Road and future Hinkle Street along the western right-of-way of future Hinkle Street.
 - c. Minimum distance between two-way driveway entrances off future Hinkle Street extension at 2405 W. Mason Street Frontage Road (Parcel 6H-4459) shall be no less than 180 feet from center to center.
 - 2. Single-family dwellings, detached and single or two-family, attached dwellings/townhomes: two (2) spaces per dwelling unit, of which one (1) space per unit must be an enclosed (garage) space.
 - 3. Park expansion area: To be determined by Zoning Administrator based on a parking study.
 - 4. **Multiple-Family Residential Area: regulated per the Green Bay Municipal Code, Chapter 44, Article XVIII.**
 - a. **One driveway approach directly across from Future Southwest Vie Court as depicted on Exhibit B.**
 - b. **Public sidewalk shall be extended on Hinkle Street to access any residential building entrances located along Hinkel Street.**

- c. Interior sidewalk and pedestrian connections from the residential buildings to the public sidewalk on Hinkle Street shall be provided.
 - d. Should a trail/path system be established in Beaver Dam Park, this development area shall connect to said trail/path.
- H. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article V, Division 8.
- I. LANDSCAPING. Landscaping throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX, Division 5 with the following additions:
 - 1. Detached single-family dwelling lots that are fronted on both Southwest Vie Ct and Hinkle St shall include buffer/screening in the form of a berm of no less than 3 feet high with vegetation that will grow to a minimum of 5 feet in height and be 90% impervious to site when matured. Said buffer/screening shall be maintained in perpetuity. Fences shall not be permitted adjacent the Hinkle Street right-of-way.
 - 2. In ~~lieu of setbacks and in~~ an effort to establish a street frontage separation and aesthetic pleasing commercial and multiple-family environment, the Commercial Redevelopment Site and Multiple-Family Residential Area frontages shall include a low-level decorative street treatment along ~~all~~ street frontages containing surface parking such as a decorative wrought iron fence, masonry wall, hedge row, etc. that are similar and coordinated in style and found to be acceptable to the Zoning Administrator.
- J. ACCESS AND CIRCULATION. Access and circulation for automobile and pedestrian traffic shall be established in substantial conformity with Exhibit C – Circulation Plan.
 - 1. Roadway area identified as “Southwest Vie Court” shall be dedicated to the public and shall include trail system or carriage walk (walk immediately adjacent the roadway surface) that provides access to each home site.
 - 2. Roadway areas identified as “Hinkle Street” shall be dedicated to the public as street right-of-way and shall include sidewalk connection on at least one side of the roadway and connect the West Mason Street Frontage Road to Hinkle Street.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and

assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

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

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

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

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

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

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

dm:

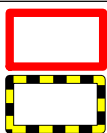
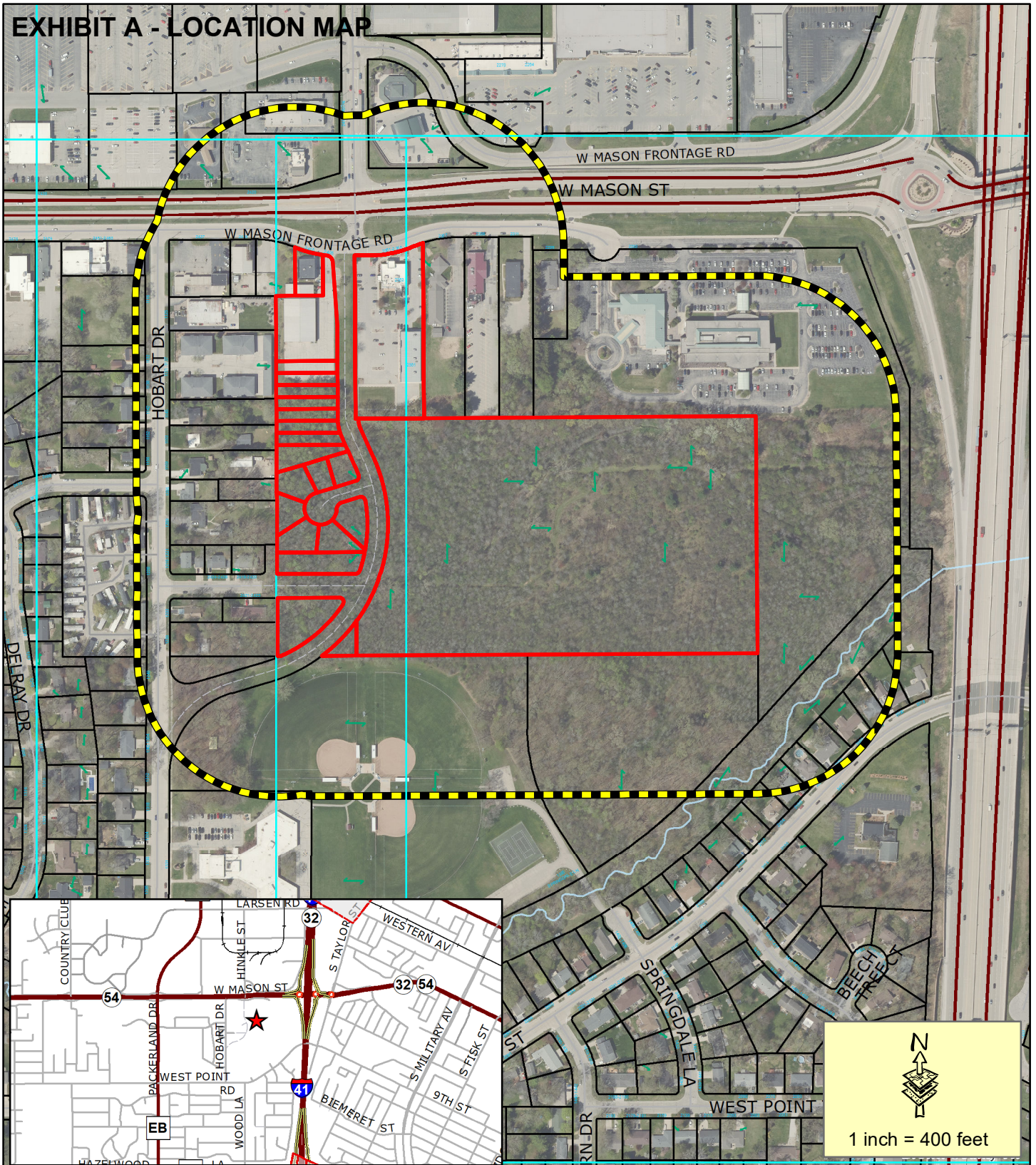
Attachments:

Exhibit A - Location Map

Exhibit B - Development Areas

Exhibit C – Circulation Plan

EXHIBIT A - LOCATION MAP



Subject Area

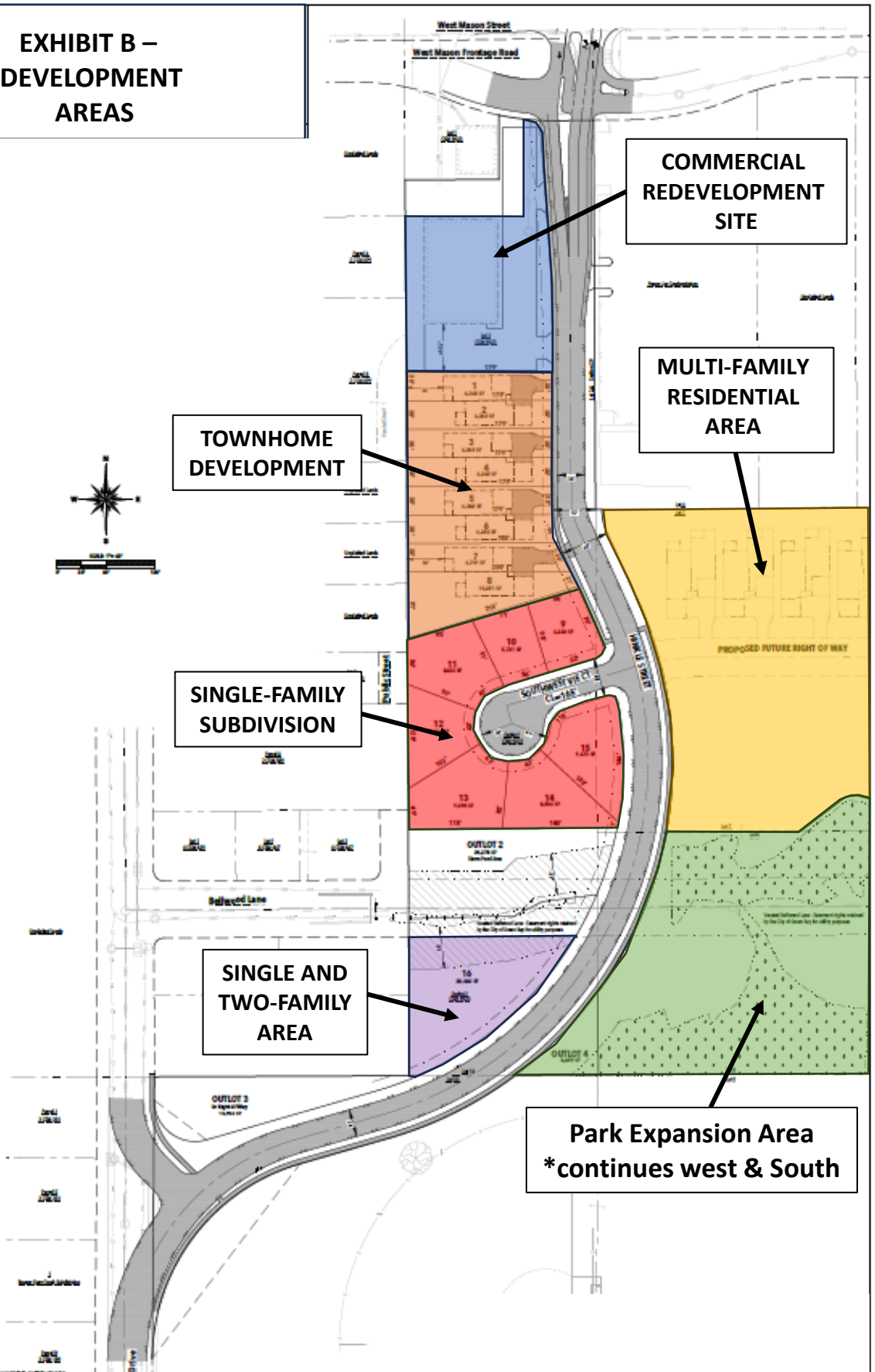
400' Property Owner Notice

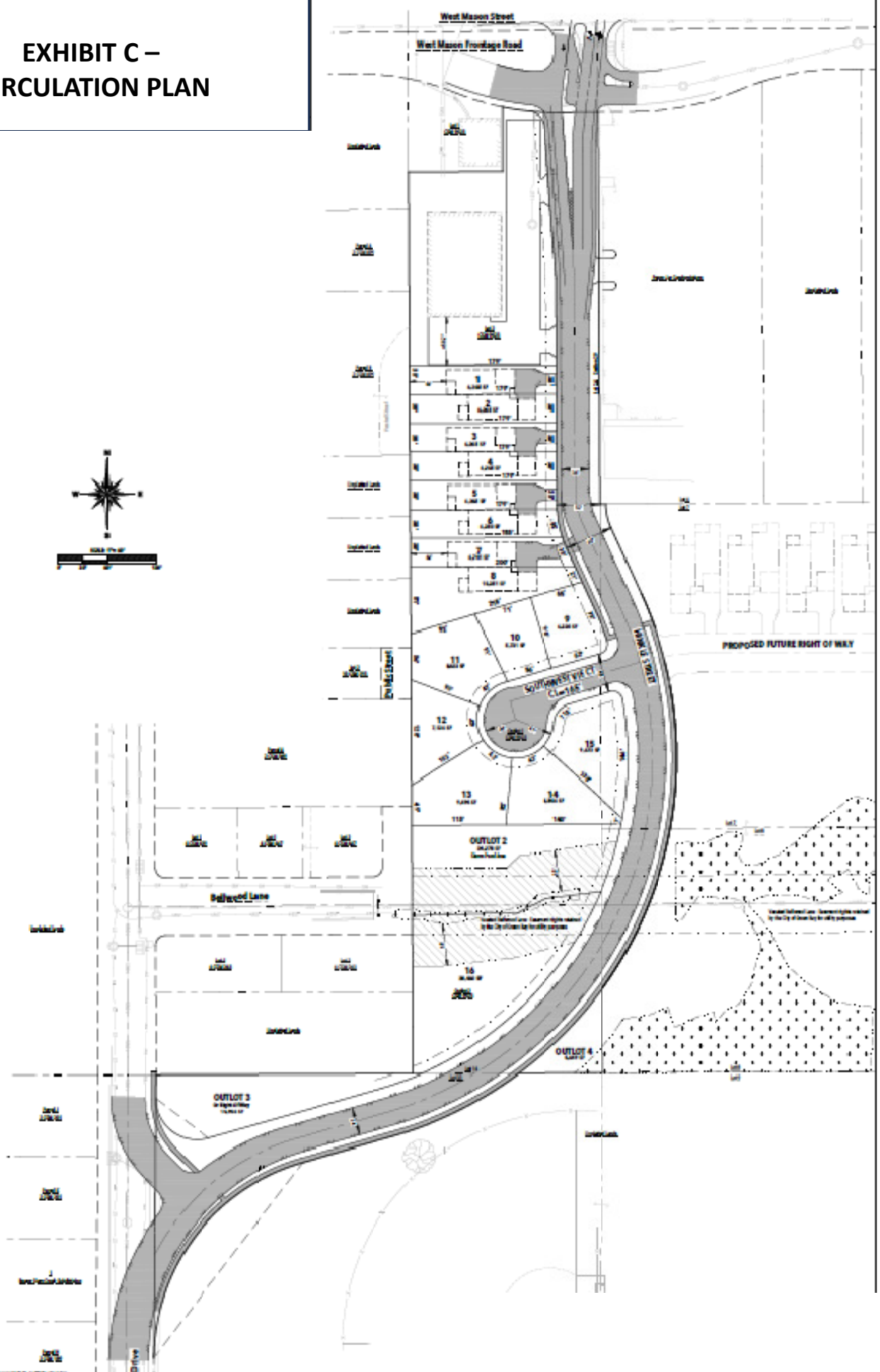
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DB.

**Zoning Petition (ZP 25-18)
Request to Amend Zoning
Ordinance 03-24 on the east side
of Hinkle Street (extended) at 0
Ninth Street / Parcel 6H-1089**



EXHIBIT B – DEVELOPMENT AREAS





ZONING ORDINANCE NO. 14-25

AN ORDINANCE ZONING CERTAIN LAND LOCATED AT 2958 NICOLET DRIVE (PARCEL #22-134), 2892 NICOLET DRIVE (PARCEL #22-135), AND 0 DURHAM ROAD (PARCEL #22-144) AS A PLANNED UNIT DEVELOPMENT DISTRICT (ZP 25-19)

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

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

Land being Part of Government Lot 2 and Lot 3, and Part of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 24 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, containing 2,205,115 Square Feet (50.6225 Acres) of land described as follows:

Commencing at the East 1/4 Corner of Section 14, Township 24 North, Range 21 East; thence, N88°53'29"W, along the north line of Government Lot 2 of said section 14, 714.08 feet; thence, S01°06'31"W, along the extension of the east line of Lot 34 of R.J. Vander Kelen's Shorewood Heights First Addition and along said east line, 185.00 feet to the Southeast Corner of said Lot 34, also being the Point Of Beginning of the Parcel being Described; thence, S01°06'31"W, 343.18 feet; thence, S13°09'17"E, 299.78 feet; thence, S31°02'19"W, 972.53 feet; thence, S58°57'41"E, 225.00 feet to the Northwest corner of Lot 92 of R.J. Vander Kelen's Shorewood Heights Fifth Addition; thence, S31°02'19"W, along the west line of Lots 92-97 of said Fifth Addition, 512.60 feet to the Northeast Corner of Lot 28 of Classic View Estates; thence, N88°53'09"W, along the north line of said Classic View Estates, 842.08 feet to the Southeast Corner of Lot 15 of R.J. Vander Kelen's Shorewood Heights; thence, N24°37'46"E, along the east line of Lot 15-21 of said R.J. Vander Kelen's Shorewood Heights, 770.26 feet to the Northeast Corner of Lot 21 of said R.J. Vander Kelen's Shorewood Heights; thence, N58°58'07"W, along the north line of Lots 21-23 of said R.J. Vander Kelen's Shorewood Heights, 463.70 feet to the east line of Lot 25 of said R.J. Vander Kelen's Shorewood Heights; thence, N27°46'17"E, along said east line of said Lot 25, 56.26 feet to the Northeast Corner of said Lot 25; thence, N61°07'38"W, along the north line of said Lot 25, 203.50 feet to the east Right-of-Way Line of CTH "A" and to a point of curvature; thence along said Right-of-Way Line and the arc of a curve turning to the right with an arc length of 309.00 feet, with a radius of 3787.58 feet, with a central angle of 04°40'27", which has a chord that bears N31°01'20"E, 308.91 feet; thence, N33°21'34"E, along said Right-of-Way Line, 880.92 feet to an intersecting point of said Right-of-Way Line and the extension of the Southwesterly Line of Lot 26 of R.J. Vander Kelen's Shorewood Heights First Addition; thence, S56°40'59"E, along said extension line and along the said line of said Lot 26, 200.05 feet to the south most corner of said Lot 26; thence, N37°10'46"E, along the

Southeasterly Line of said Lot 26, 54.65 feet to the Southwest Corner of Lot 27 of R.J. Vander Kelen's Shorewood Heights First Addition; thence, S88°53'29"E, along the south line of Lots 27-34 of said R.J. Vander Kelen's Shorewood Heights First Addition, 737.97 feet to the Point Of Beginning of the Parcel being Described. Described parcel is subject to easements and restriction of record.

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

- A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to allow for innovative development practices, allowing for more green space within this development and better access to a future public trail. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.
- B. Development Site. The area included within this PUD consists of all land described above, Parcels 22-144, 22-135, and a portion of 22-134. This PUD shall not be executed until the Pre-Final of the Nicolet Heights Plat (CP 25-05) is approved. A PUD amendment shall be required for any future changes that do not comply with this PUD.
- C. Land Use Regulations. The principal and accessory land uses which may be established shall be compliant with uses listed below. A PUD amendment is required for any additional uses.
 - 1. 146 Single-family dwelling, detached
 - 2. One (1) clubhouse shall be allowed within this development, located generally at the intersection of Eagle Boulevard and Overlook Circle.
 - a. Amenities typically associated with a clubhouse shall be allowed, including but not limited to fitness center, pools, etc.
 - 3. Accessory land uses shall be regulated under the Low-Density Residential (R1) Zoning district.
 - 4. Green space as shown in Exhibit B.
- D. Prohibited Uses. Any land use not listed in Section C is considered a prohibited use within this PUD.
- E. Dimensional and Area Requirements. Dimensional and area requirements for principal structure on the subject property shall generally comply with Exhibit B and shall be regulated under the Low-Density Residential (R1) zoning district with the following exceptions:
 - 1. Minimum Lot Width: 50'
 - 2. Side Yard Setback: 5', including accessory structures
 - 3. Double-Fronting lots are allowed along Nicolet Drive
 - a. 20' Buffer Area is required for double-fronting lots
 - b. Buffer Area shall be located along Nicolet Drive

- c. Buffer Area shall include buffer/screening in the form of a berm of no less than three (3) feet high with vegetation that will grow to a minimum of five (5) feet in height and be 90% impervious to site when matured. Said buffer/screening shall be installed and maintained in perpetuity by the property owner.
 - d. Fences shall not be permitted along the Nicolet Drive right-of-way.
- F. Architectural Design Standards. All building elevations shall substantially comply or be similar to those depicted in Exhibit C as well as any standards associated with the base zoning as determined in Section M of this ordinance.
 - 1. A minimum of five (5) different housing models shall be used within this development. Conceptual front elevations are depicted in Exhibit C.
- H. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and the following standards:
 - 1. Parking shall be allowed between the street and the building for the clubhouse.
 - 2. Neighborhood traffic circles may be installed at both intersections of Baywater Avenue with Overlook Circle, as detailed in Exhibit B.
 - 3. Midblock crossings shall be installed along Baywater Avenue and Overlook Circle at their intersections with the trail access outlots, as detailed in Exhibit B.
 - 4. Trail access outlots shall be divided into two sections: Section 1 shall be 30' in width with a five (5) foot path and will be dedicated to the public. Section 2 shall have a 15' buffer on both sides of Section 1 and be maintained by the Home Owners Association. A total of 60' shall be part of the trail access outlot areas and shall generally conform with Exhibit B.
- I. Signage. All signs on the subject property shall conform to the standards as set forth within Chapter 30 of the Green Bay Municipal Code for the Low-Density Residential (R1) zoning district with the following exceptions:
 - 1. Five (5) neighborhood identity signs are allowed within the right-of-way in the PUD area.
 - a. One (1) shall be located on Eagle Boulevard. This sign shall be 5' tall by 11' wide with a sign area of 6.5 square feet. It must not be in the vision triangle or otherwise impede vision of motorists.
 - b. Two (2) shall be located on Baywater Avenue. This sign shall be 5' tall by 3'1" wide with sign area of 2 square feet. It must not be in the vision triangle or otherwise impede vision of motorists.

- c. Two (2) shall be located on Travertine Court. This sign shall be 5' tall by 3'1" wide with sign area of 2 square feet. It must not be in the vision triangle or otherwise impede vision of motorists.
- 2. These signs shall generally conform with Exhibit B.
- J. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.
- K. Refuse and Mechanical Equipment. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- L. Landscaping and Transitional Yards. Landscaping within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code, and the following standards:
 - 1. Pocket green spaces shall be included throughout the PUD area, as shown in Exhibit B. Anything located within these areas must comply with vision triangle clearance standards.
 - 2. Double-Fronting lot requirements as detailed in Section 2.E(3) of this code shall apply.
- M. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD. If not covered as part of this PUD, the base zoning shall be considered Low-Density Residential (R1) Zoning District.

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

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

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

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

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

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

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

sh:

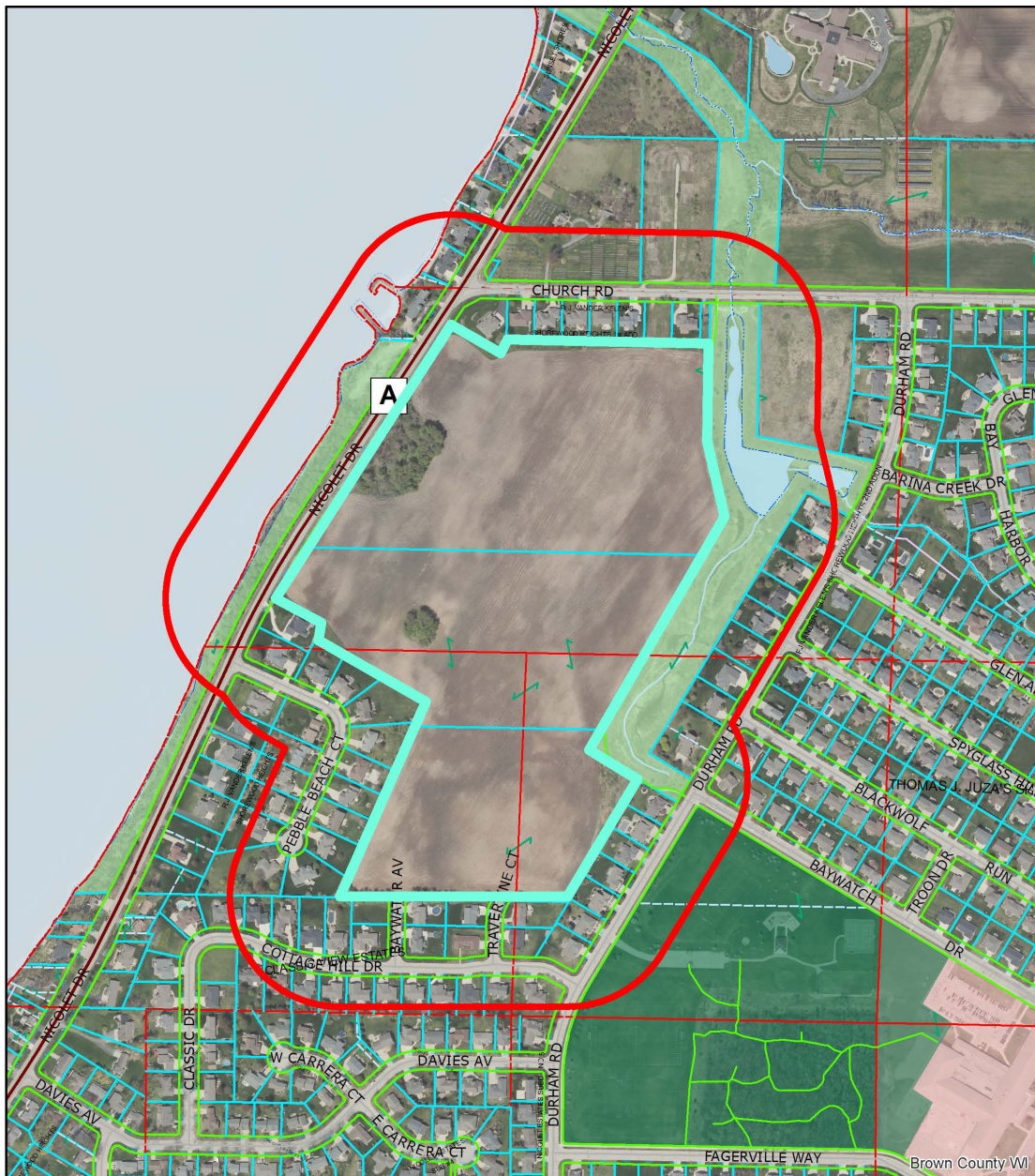
Attachments:

Exhibit A – Location Map

Exhibit B – Layout and Plans

Exhibit C – House Options

Exhibit A



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 14 Jul 2025 X:\Planning\Basemaps\template_8.5x11.mxd

(ZP 25-19) Planned Unit Development
for Single-Family Development

0 140 280 560 Feet N

- 2958 & 2892 Nicolet Drive
0 Durham Road
- 400' Notification Area

Exhibit B



Exhibit B

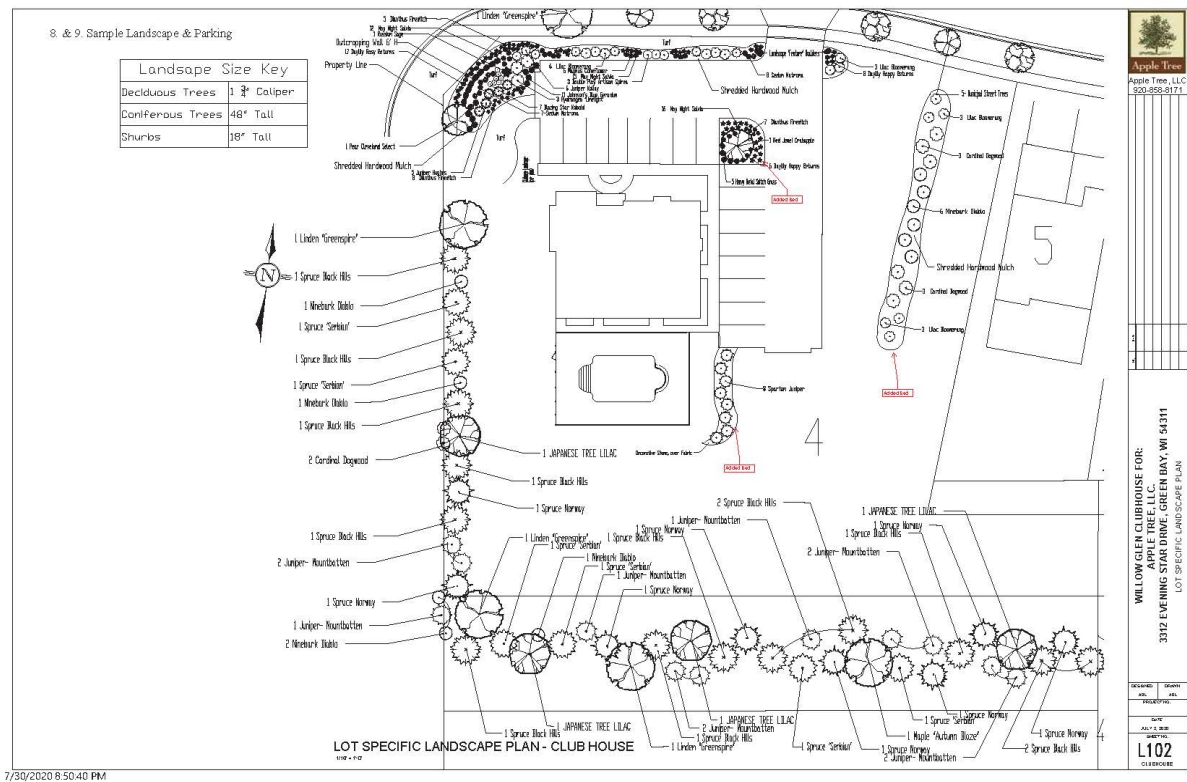


Exhibit B

11.

Nicolet Heights Entrance Signs Detail

SCALE: 1/4"=1'-0"

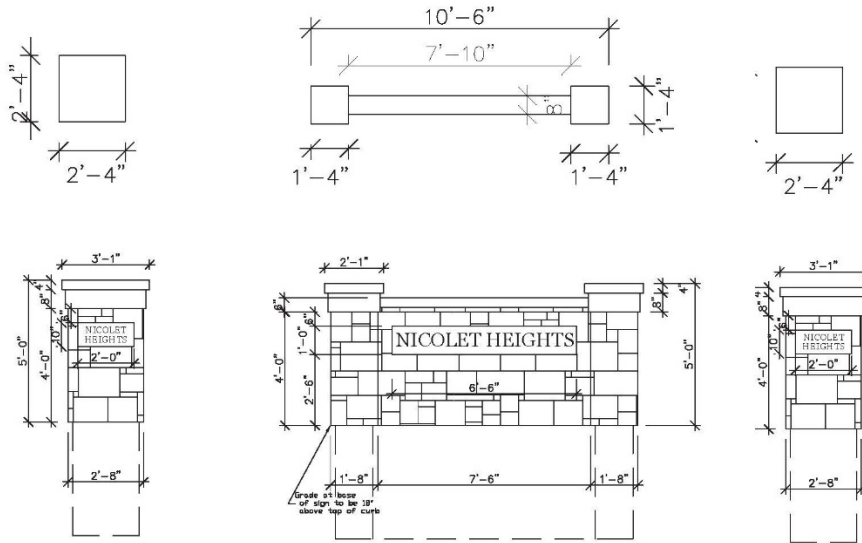


Exhibit C

6.

Our Current Homes



CAMDEN | 1,691 SF
2-3 Bedroom* | 2-3 Bath* | Sunroom
2+ Car Garage



**DAYTON | 1,846 SF &
DAYTON PLUS | 2,011 SF**
2-3 Bedroom* | 2-3 Bath* | Sunroom
2+ Car Garage



SEDONA | 2,148 SF
2-3 Bedroom* | 2-3 Bath*
Sitting Area/Breakfast Area | 2+ Car Garage
Optional Sunroom



TUSTIN | 2,427 SF
2-4 Bedroom* | 2-3 Bath* | Sitting Room
Study/3rd Bedroom | 2+ Car Garage
Optional Sunroom



WESTON | 2,648 SF
2-4 Bedroom* | 2-3 Bath* | Sunroom
Study | Office/Library | 2+ Car Garage

*An additional bedroom is an option on the first floor of some plans and an additional bedroom and bathroom are also available in optional finished space in the lower level of basement homes.
Images and landscaping shown are for illustration purposes only and actual construction plans will vary. All dimensions and SQ FT listed are approximate.

© Apple Tree, LLC 2024



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 28, 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

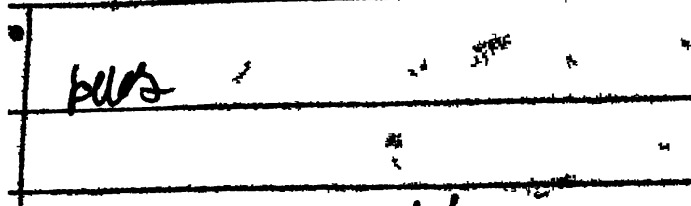
Mailer: City of Green Bay

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:

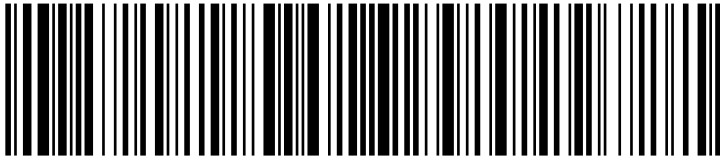
CITY OF GREEN BAY
100 N JEFFERSON STREET
GREEN BAY WI 54301

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) Dianying 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) Dianying 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
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Green Bay, WI 54301-5026
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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.

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)**
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- 6. Prior Revocation or Suspension**
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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		INSURER(S) AFFORDING COVERAGE INSURER A: Fidelity & Guaranty Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35386	

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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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.

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

D.C.

Generated: 07/18/2025 3:44:49PM

Case History
COMMONWEALTH VS. DIANYONG, MEI (MANDARIN)
Case# 24-F-00791

County WARREN

Court DISTRICT Court

Opening Judge HON. KIMBERLY GEOGHEGAN

Current Judge

Closing Judge HON. KIMBERLY GEOGHEGAN

		Page #
09/03/2024	Case Filed FELONY <i>VIOLTIME=09:17 ARRSTDT=9/3/2024 09:17</i>	
09/03/2024	Charge Filed CHARGE 1 ORIGINAL 0400750 PROMOTING HUMAN TRAFFICKING Citation: 4ER881832-1 Citation Date: 09/03/2024	
09/04/2024	Monetary Event Monetary Event Bond Filing Fees \$ 25.00	
09/04/2024	Bail Posted CASH COPY OF CONDITIONS GIVEN TO INMATE bd/151129/319.00 defl/15130/2 4681.00 \$ 25,000.00	
09/04/2024	Bail Set CASH COPY OF CONDITIONS GIVEN TO INMATE bd/151129/319.00 defl/15130/2 4681.00 \$ 25,000.00	
10/14/2024	Scheduled Event ARRAIGNMENT HON. KIMBERLY GEOGHEGAN Oct 14 2024 at 09:00 AM	
10/14/2024	Document Filed ORDER OF CONTINUANCE JUD PH 10/23/24@0901 INTERPRETER REQUESTED	
10/23/2024	Scheduled Event PRELIMINARY HEARING HON. KIMBERLY GEOGHEGAN Oct 23 2024 at 09:01 AM	
10/23/2024	Document Filed WAIVER OF TIME LIMIT JUD PH TIME LIMIT WAIVED PH 11/13/24@0901 INTERPRETER REQUESTED	
11/13/2024	Scheduled Event PRELIMINARY HEARING HON. KIMBERLY GEOGHEGAN Nov 13 2024 at 09:01 AM	
11/13/2024	Document Filed ORDER FINDING PROBABLE CAUSE JUD AND CASE BOUND TO GDJ	
03/20/2025	Motion Filed MOTION TO REDOCKET COMMONWEALTH'S ATTORNEY	

DISTRICT Court 24-F-00791



COMMONWEALTH VS. DIANYONG, MEI (MANDARIN)

Case# 24-F-00791

County WARREN

Court DISTRICT Court

Opening Judge HON. KIMBERLY GEOGHEGAN

Current Judge

Closing Judge HON. KIMBERLY GEOGHEGAN

		Page #
03/21/2025	Document Filed TENDERED DOCUMENT CA RE-DOCKET	
03/24/2025	Motion Disposed MOTION TO REDOCKET COMMONWEALTH'S ATTORNEY -4 Days	
03/24/2025	Document Filed ORDER SETTING TRIAL / HEARING JUD SH SET 04/07/2025@0901 CC: CWAO, K. POOLE	
03/24/2025	NOE to All Counsel of Record and Parties Not Represented by Counsel. ORDER SETTING TRIAL / HEARING FIRST CLASS MAIL SH SET 04/07/2025@0901 CC: CWAO, K. POOLE	
04/07/2025	Scheduled Event STATUS HEARING HON. KIMBERLY GEOGHEGAN Apr 7 2025 at 1:31 PM	
04/08/2025	Document Filed ORDER OF CONTINUANCE JUD SH CONT'D 04/23/2025@0901	
04/23/2025	Scheduled Event STATUS HEARING HON. KIMBERLY GEOGHEGAN Apr 23 2025 at 09:01 AM	
04/23/2025	Document Filed CALENDAR ORDER JUD OH 05/14/2025@9:00	
05/14/2025	Scheduled Event OTHER HEARING HON. KIMBERLY GEOGHEGAN May 14 2025 at 09:01 AM	
05/21/2025	Document Filed ORDER OF CONTINUANCE JUD OH RESET TO 06/25/2025@0901	
06/25/2025	Case Disposed VIOLTIME=09:17 ARRSTDT=9/3/2024 09:17 295 Days	
06/25/2025	Charge Disposed CHARGE 1 ORIGINAL AMENDED 0400750 PROMOTING HUMAN TRAFFICKING	
06/25/2025	Scheduled Event OTHER HEARING HON. KIMBERLY GEOGHEGAN Jun 25 2025 at 09:01 AM	



COMMONWEALTH VS. DIANYONG, MEI (MANDARIN)

Case# 24-F-00791

County WARREN

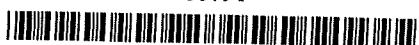
Court DISTRICT Court

Opening Judge HON. KIMBERLY GEOGHEGAN

Current Judge

Closing Judge HON. KIMBERLY GEOGHEGAN

			Page #
06/25/2025	Charge Disposed	8000000 LOCAL CITY ORDINANCE	
	CHARGE 1 AMENDED		
	GUILTY		
06/25/2025	Charge Filed	8000000 LOCAL CITY ORDINANCE Citation: 4ER881832-1 Citation	
	CHARGE 1 AMENDED	Date: 09/03/2024	
06/25/2025	Sentence Imposed on CHARGE 1		
	AMENDED		
	Sentence 1 Original		
06/25/2025	Document Filed		
	COMMONWEALTH OFFER ON A PLEA OF GUILTY		
	CA		
	CT AMENDED TO LOCAL CITY ORDINANCE		
07/07/2025	Document Filed		
	CALENDAR ORDER		
	JUD		
	PG TO OFFER W/ AMENDED CT		
	100 FINE + COURT COSTS -- USE BOND FOR F/C, REFUND BALANCE		
07/10/2025	Bail Discharged	\$ 25,000.00	
	CASH		
	COPY OF CONDITIONS GIVEN TO INMATE		
	bd/151129/319.00		
	def/15130/2 4681.00		



UNIFORM CITATION

OFFENDER/VIOLATOR	AGENCY BOWLING GREEN POLICE						ORI: 1140100		COURT
	NAME: LAST, FIRST, MI, FILIAL DIANYONG, MEI						ATTN: HOME PHONE		
	ALIAS NAME: LAST, FIRST, MI, FILIAL						UNKNOWN		
	ADDRESS (NUMBER, NAME, SUFFIX) 0 HOMELESS ST						UNKNOWN		
VEHICLE	CITY ORLAND PARK						STATE IL		KENTUCKY RESIDENT STATUS ☐ F: FULL-TIME ☐ P: PART-TIME ☒ N: NON RESIDENT
	ZIP CODE/EXTENSION						MARITAL STATUS SINGLE		
	ID TYPE OPERATOR'S LICENSE						ID ST IL		
	ID NUMBER M000-1606-4195						S. S. NUMBER		
DATE/TIME	☐ COMMERCIAL VEHICLE ☐ PLACARDED HAZARDOUS VEHICLE						HEIGHT 5' 04"		ALCOHOL/DRUG INVOLVEMENT ☐ ALCOHOL ☐ DRUGS ☐ UNKNOWN
	DATE OF BIRTH 07 09 1964						WEIGHT 160		
	SEX ☒ MALE ☐ FEMALE						HAIR COLOR BLACK		
	RACE ☐ WHITE ☐ BLACK ☐ AM. INDIAN OR ALASKA ☒ ASIAN						EYE COLOR BROWN		
CHARGES AND POST-ARREST COMPLAINT	PLACE OF EMPLOYMENT / OCCUPATION						ETHNIC ORIGIN ☐ HISPANIC ☒ NON HISPANIC		B.A. RESULTS
	CITY						BREATH		
	STATE						BLOOD		
	VEHICLE MAKE						URINE		
COURT	VEHICLE MODEL						VEH. YEAR		VIOL. KEY
	VEH. COLOR						MPH		
	VEH. TYPE						IN MPH ZONE		
	REGISTRATION: STATE, YEAR, NUMBER						VEHICLE IDENTIFIERS		
CASE	VIOLATION DATE 09 03 2024						VIOLATION TIME 9:17 AM		EXACT LOCATION OF VIOLATION 866 LAIN AVE
	ARREST DATE 09 03 2024						TIME OF ARREST 10:27 AM		
	EXACT LOCATION OF ARREST 866 LAIN AVE						MILES		
	DIRECTION						CITY BOWLING GREEN		
COURT	COUNTY WARREN						SECTOR 10		CITY BOWLING GREEN
	COUNTY WARREN						SECTOR 10		
	NUMBER 1						VIOLATION CODE 40075		
	ASCF 0						STATUTE/ORD. 529.110		
COURT	CHARGE(S) 1						STARTING CASE		ENDING CASE
	DRUG TYPE						DRUG TYPE		
	POST-ARREST COMPLAINT Charge 1: PROMOTING HUMAN TRAFFICKING						2024096398		
	ARRESTED						ARRESTED		
COURT	COURT DATE						COURT TIME		COURT LOCATION WARREN
	COURT CASE NUMBER						TOTAL PREPAYABLE AMOUNT		
	WITNESS 1 NAME: LAST, FIRST, MI, FILIAL						STATE		
	WITNESS 1 ADDRESS (NUMBER, STREET, SUFFIX)						ZIP CODE		
COURT	WITNESS 2 NAME: LAST, FIRST, MI, FILIAL						CITY		NOT PREPAYABLE
	WITNESS 2 ADDRESS (NUMBER, STREET, SUFFIX)						STATE		
	OFFICER SIGNATURE Yoebstl 213870, J.						BADGE/I.D. NUMBER 186		
	ASSIGNMENT 10						VIDEO ☐ FINGERPRINTS ☐ PHOTOS ☐ EVIDENCE HELD		

FILED

SEP 03 2024

BRANDI DUVALL, CLERK
WARREN CIRCUIT DISTRICT COURT

24

ER88183

2

YEAR

CONTROL NUMBER

TYPE



Conditions of Release and Judicial Decision

County : WARREN
Defendant's Name : DIANYONG, MEI
Next Court Date :
Court Type :
Jail ID# :
Charge County: WARREN
Judge : GEOGHEGAN, KIMBERLY
Interpreter Language : NONE
ASL Needed : NO
Courtroom :
Interview Date/Time : 9/3/2024 12:38:22PM
Holding County: WARREN

Bail Credit

Bail Credit Amount: \$0.00

Bail Credit: NO

Reason Ineligible: Judicial Discretion

Release Decision

Bond Amount \$25,000.00 - CASH on 09/03/2024 09:30 PM

Conditions

- NOT TO VIOLATE ANY LOCAL, STATE, OR FEDERAL LAWS
- OTHER
- MAKE ALL SCHEDULED COURT APPEARANCES

Other Details

POSTED IN DEFENDANTS NAME ONLY

Case(s)

Booking Date: 09/03/24 11:10 AM
WARREN

0400750 PROMOTING HUMAN TRAFFICKING

Citation #	Class	Level	Counts
4ER881832	C	F	I

TS. 6660

DIANYONG MEI

Page 1 of 1 601

Date

Judge's / Pretrial Officer's Signature

Created On 09/03/24 9:51 pm by Shawna_Little

Time of Release: 0000Date 9-4-2024Case No. 24-F-791B Mei NMN Dianying

Defendant's Name

Dist. I Court2614 Wallace St Chicago, IL 60607

Defendant's Address

Warren CountyDefendant's Drivers License # M000-1606-4195 (IL)7-9-1964Citation No. ER88183Defendant's Occupation Unemployed

Defendant's Date of Birth

Charge Promoting human traffickingDefendant's Telephone Number none listed

YOU ARE HEREBY RELEASED FROM CUSTODY ON THE CONDITIONS INDICATED BELOW:

PERSONAL PROMISE	☐	PERSONAL RECOGNIZANCE: ☐ ADMINISTRATIVE RELEASE PROGRAM ☐ JUDICIAL RELEASE
TOTAL BOND OF \$ <u>25,000</u>	☐	Your personal recognizance, provided that you promise to appear at all scheduled hearings, trials, or otherwise as required by the court; render yourself amenable to orders and processes of the court; and comply with all conditions of your release.
☐ Bail Credit in the amount of _____ applied to bond.	☐	UNSECURED BAIL BOND OR SURETY BOND. An unsecured appearance bond from you or your surety.
Total cash received \$ <u>25,000</u>	☐	GUARANTEED ARREST BOND CERTIFICATE.
☐ Not eligible for bail credit.	☐	PARTIALLY SECURED BOND. Cash bail secured by cash deposit of \$ _____. If the amount deposited is equal to 10% of the total bond, 10% of the deposit (but not less than \$5) will be retained if you are found guilty and the court determines you have performed the conditions of your release.
	☒	CASH BAIL BOND. Full amount of bail paid into the court. Paid by ☒ Currency ☐ Credit Card (Jailers Only).
	☐	STOCKS AND BONDS, PROPERTY BOND. Property is offered to secure the bail bond. If bond is forfeited, the state will foreclose on the property used as security.
	☐	RELEASED PURSUANT TO KRS 222.204.
	☒	CONDITIONS: ☒ REPORT TO YOUR LOCAL PRETRIAL SERVICES OFFICE LOCATED AT <u>Dianying mei</u> TELEPHONE _____
	☐	No further violations of law ☐ No contact with alleged victim ☐ Not to be on the property of _____
	☐	No consumption of alcohol or illegal use of controlled substances ☐ No illegal use/possession of firearms or other deadly weapons
	☒	Other <u>copy given @ release</u>

Violation of Conditions and/or Failure to Appear:

If you willfully fail to appear, fail to comply with the conditions of your release, or otherwise fail to render yourself amenable to the orders and processes of the courts, the court may issue a warrant for your arrest and may order forfeiture of the bond, and you shall be subject to prosecution for bail jumping per KRS 520.070 and KRS 520.080. You may also be subject to contempt of court per KRS 432.280.

BAIL BOND

Mei NMN Dianyingbeing admitted to bail in the sum of \$25,000, I undertake

that he/she will appear and be amenable to the orders and process of this and any other court in which this proceeding may be pending for any and all purposes and at all stages (including, in the event of indictment, proceedings thereafter) in accordance with RCr 4.54. By entering into this bond obligation, I submit to the jurisdiction of the courts of Kentucky in which any forfeiture proceeding arising out of my bail obligation may be pending, and do further irrevocably appoint the clerk of such court as my agent upon whom any process affecting my liability on such bond may be served, such clerk to forthwith mail copies to me at the address below. AFFIDAVIT OF SURETY (unless posts full cash bond): I affirm I am a resident or owner of real estate in Kentucky, and intend to secure this bond with the following stocks, bonds or real property:

X Dianying mei

Signature of Defendant

*

Social Security Number of Surety(ies)

*

Date of Birth & Occupation of Surety(ies)

Drivers License Number of Surety(ies)

Address of Surety(ies)

E-mail Address of Surety(ies)

*Only required on bonds where more than \$10,000 Cash is collected.

BAIL BOND TAKEN BY Amber Lyler FROM☒ Defendant ☐ SURETY(IES)

Subscribed and sworn to before me by _____ this _____ day of _____, 2024.

Clerk/Authorized Public Officer

NEXT COURT DATE:

in courtroom Dist I at 0900 (a.m./p.m.) on October 14, 2024 or when notified and you shall appear at all subsequent continued dates. You shall also appear as ordered

I understand and agree to the penalties which may be imposed upon me for willful failure to appear or violation of any condition of release and I agree to comply with the conditions of my release and to appear as required. I have received a copy of this order and any bail bond.

DEFENDANT'S SIGNATURE X Dianying meiWITNESSED BY X Daphne WilliamsNAME OF JUDGE/PTO: Geoghegan / Dist INAME AND LOCATION OF COURT: 1001 Center St BG KY 42101
2707467400

BOND FEE

☐ PAID☒ NOT PAID
\$25/cash

09:01 AM DI
Court AD DISTRICT COURTRO
Judge HON. KIMBERLY GEOGHEGAN - 2ND FLOOR WARREN

Run Date: 05/29/2025 9:13:01A DocketListCalendarOrder.Rpt
Prep 1 J000259078 05/29/2025 9:13:01AM 2
06/25/2025 Court Docket

Start of docket

1 DI 24-F-00791 COMMONWEALTH VS. DIANYONG, MEI (MANDARIN)

☐ DIANYONG, MEI (MANDARIN)
☐ YOEBSTL, J

DEFENDANT / RESPONDENT
COMPLAINING WITNESS

1964 M A **6-4195

ENTERED @0001652112
BGPD-8624

JUL 07 2025

BRANDI DUVALL, CLERK
WARREN CIRCUIT/DISTRICT COURT

OTHER HEARING

1 09/03/2024 4ER881832-1 0400750 529110

PROMOTING HUMAN TRAFFICKING (P)(C) GDJ
FTA Eligible 7/13/2024

Next Court Date: _____ Time: _____ Courtroom: _____

Ma K Poole -

PG ENTERED
SEE OFFER
DATE: 6-25-25

CA moved to amend
to Ord 27-4.02.

100 fine

Apply Bond to Fines and
Costs, Return any Balance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2025

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 E-MAIL ADDRESS: joycecen@maxgroupins.com FAX (A/C, No): (773) 376-8389
INSURED Hua Keller, DBA: Sunrise Spa 503 S Military Ave Green Bay WI 54303	INSURER(S) AFFORDING COVERAGE INSURER A: St Paul Fire and Marine Ins Co (SPF) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2571833985**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 WVD	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:			BIP0B6807006	07/17/2025	07/17/2026	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				
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						PRODUCTS - COMP/OP AGG \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							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**

Hua Keller 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 <i>Grace J Yang</i>
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CLASS B - LICENSE STIPULATION

In consideration for receiving an alcohol license from the City, the Licensee agrees to the following license stipulation and all terms and conditions contained therein.

I. DEFINITIONS. The following words used in this stipulation shall have the corresponding meanings:

- a. "City" means City of Green Bay
- b. "ID" means a government-issued identification card that is presented to a licensee as a way of providing evidence of the age of the person presenting the card.
- c. "Licensee" means [enter Licensee's name], and to the extent allowed by law shall impose the same duties and restrictions on the agent of the Licensee, if applicable.
- d. "Premises" means the area identified on the licensee's application where the service, consumption and storage of alcohol is allowed.

II. RESTRICTIONS ON USE OF LICENSE

A G

No Licensee or employee shall offer, sell, promote for sale, or give away an unlimited number of alcohol beverages for a fixed price during a set period of time.

A G

Licensee shall not offer, sell, or give away any alcohol beverages to any known habitual drunkard noted on the "No Serve List."

A G

No licensee or any employee shall sell alcohol to persons under the age of 21 in violation of § 125.07.

A G

No premises operated under Class B license or permit may be open for business unless the licensee, permittee, or person holding an operator's license is upon the premises and acting in accordance with § 125.32(2).

III. DUTIES IMPOSED UPON LICENSEE

A G

Licensee shall utilize a functioning ID scanning device that checks each ID of each person entering the Premises and records the time and date each time an ID is scanned.

A G

Licensee shall record video evidence of all activities taking place on the Premises and any unlicensed areas under the licensee's control using a functioning camera security system

A G

Video evidence recorded by a camera security system shall be stored for at least 14 days.

A G

If a Green Bay Police Officer demands a copy of video evidence of activities that took place within 14 days of the date of request, Licensee shall provide the requested video evidence of the date and time range requested in a readily viewable format to the Officer, or his or her designee, within 5 business days after the request is served or mailed.

A G

Licensee shall not have amplified music outdoors.

A G

Licensee shall ensure any exterior area under the licensee's control is illuminated.

A G

Licensee shall accept personal service by mail, for any citations issued to the Licensee.

A G

The Licensee or any employee of a licensed establishment is prohibited from being under the influence of an intoxicant, or a controlled substance or a combination of an intoxicant and a controlled substance, while performing services or job duties on the licensed premises.

A G

Licensee shall, at all times, keep glass windows and doors clean and unobstructed so as to permit a view of the interior of the licensed premises from outside of the licensed premises.

A G

Licensee shall create an alcohol sales policy and provide the Green Bay Police Department with a copy of such policy, prior to issuance of any alcohol license.

By signing below, the City agrees to issue a license to Licensee in consideration for the Licensee abiding by the above terms and conditions throughout the licensure period. By signing below, the Licensee agrees to comply with any provision set forth in this stipulation pursuant to Sec. 4-9(j), Green Bay Municipal Code. Any term or condition of this Agreement not in conformance with Wis. Stat. § 125.10 shall be severed and shall have no effect on the validity of the remaining terms or conditions of this Agreement.

Licensee: 

Date: 4/4/2023

Community Police Officer: 

Date: 4-4-23

☐ Recommend

☐ Not Recommend

Lieutenant: _____

Case Number: 2023-500110



INTEROFFICE MEMORANDUM GREEN BAY POLICE DEPARTMENT

July 9, 2025

To: City of Green Bay Common Council
From: Lt Steve Mahoney, and Lt Solomon Ayres
Re: Summary of Reasons for Denial at 231 N Broadway

The Green Bay Police Department recommended denial of the liquor license application renewal at 231 N Broadway for the following reasons. The listed calls are only the calls that were cause for concern such as; disturbances, noise complaints, and liquor law violations. There were many other calls and call types that are not listed here because the complaints were deemed unfounded by officers on scene.

Grounds for denial:

Sec. 4-9(b)(8) GBMC—Violation of any restriction, stipulation, or agreement entered with the City, or signed in consideration of a license issued.

History:

1. **Violation of Stipulation:** On 4/5/24 officers received info that there was a violation of stipulation agreement for advertising all you can drink special on St Patrick's Day. Owner (henceforth referred to as "Alex") was given a written warning.
2. **Violation of Stipulation:** On 4/5/24 officers received information that there was a violation of stipulation agreement for advertising free open bar on election day. Alex was given a written warning.
3. **Violation of Stipulation/Weapons Call:** On 4/21/24 there was a weapons call where someone shot round through bar, and it was later discovered a patron was struck. It took several minutes for Stage 1 to call police regarding the shots fired. Alex cooperated with the investigation but was not using his ID scanner which is a violation of stipulation. Bar owner cited and pleaded No Contest.
4. **Disturbance:** On 7/7/24 there was a disturbance that stemmed from an incident that originally occurred on the 4th of July where two parties recognized each other. A male subject was arrested for Disorderly Conduct (DC) and resisting. Staff called the police. Several disturbances occurred after this initial call.
5. **Disturbance:** On 7/11/24 there was a disturbance in the female's bathroom. Both females were cited for DC and battery.
6. **Disturbance:** On 7/18/24 there was a disturbance, and a female was taken to jail on warrants.
7. **Disturbance:** On 8/3/24 there was a large disturbance which resulted in one person arrested for DC, and another for battery to Law Enforcement Officer and other charges.
8. **Nuisance:** 08/03/2024 - NUISANCE REPORT INITIATED
9. **Violation of Stipulation:** On 9/28/24 there was a noise complaint that came in at 11:06pm officers noted that the music was loud outside as front door was open and security was asked to shut the door which helped with the noise.



INTEROFFICE MEMORANDUM GREEN BAY POLICE DEPARTMENT

10. **Violation of Stipulation:** On 12/1/24 there was a noise complaint at approximately 1:06am. Officers indicated that the bass was so loud that the front of the building was shaking and vibrating. Officers spoke with Pierre who was head of security, who turned down music and was warned for loud noise.
11. **Violation of Stipulation:** On 12/31/24 officers were conducting crime prevention checks for the bars on Broadway. Stage 1 had the curtains closed with people inside on the ballroom side. Alex stated it was just staff inside. He was advised that curtains needed to be open, and he received a written warning for violation of stipulations. Alex reached out regarding the incident, and Officer Robinson requested video to show that the area was not open to the public at the time in question to potentially void the warning and no video was ever provided. Alex later stated that he didn't provide the video because he didn't want it used against him.
12. **Disturbance:** On 2/15/25 there was a disturbance that officers observed in front of Stage 1. One male refused to speak with officers and left. Neither party wanted anything done. A follow up was conducted, requesting video regarding this incident. A female was struck in the face by a male and was bleeding. Two males that were fighting left when police pulled up. None of the parties were identified.
13. **Disturbance:** On 2/22/25 there was a disturbance that started inside Stage 1 that spilled outside to the parking lot across the street. One person was tasered one female jailed on DC and battery and another jailed on a warrant and DC. A female threw a drink in face of another female and kicked at another female. The fight then resumed outside in the parking lot.
14. **Violation of Stipulation:** On 3/1/25 there was a disturbance inside the bar. No patron or staff notified the police of the incident. It was brought to the attention of the Green Bay Police Department by a Facebook post. When officers asked Alex about it, he stated that there was a fight but it was quickly separated, and it didn't seem like something that should've ended the night early. He also stated that they did end up shutting down early as he felt people could not keep their cool. The owner was given a written warning for disorderly house.
15. **Disturbance:** On 3/8/25 officers observed a verbal disturbance outside of the bar. When officers approached all parties involved split up and didn't want to speak with officers. No enforcement action was taken.
16. **Violation of Stipulation:** On 3/15/25 officers observed the curtains were closed on the event side of the bar. The owner was issued a warning for violation of stipulation agreement. Video was requested and it was shown that this event space was closed off to the public and not in use.
17. **Disturbance:** On 4/11/25 officers heard loud noises which sounded like a disturbance. Officers noted a strong odor of THC. Video confirmed people were smoking something and dropped it when police arrived and their actions would lead a reasonable person to believe they were smoking THC. Owner cited for disorderly house. Several other disturbances occurred this night and the bar was shut down and the establishment cleared out without an issue. Alex flagged officers down as they were across the street. Video shows this. Three Disorderly House citations were issued, and licensee pleaded No Contest to one, while the other two were dismissed.



INTEROFFICE MEMORANDUM GREEN BAY POLICE DEPARTMENT

18. **Violation of Stipulation:** On 4/26/25 officers cited owner for violation of stipulation agreement for having his curtains closed.

Police Department Meetings with Stage 1

1. **4/4/23:** Green Bay Police Department Community Police Officers conduct their initial meeting with Stage 1 owner (Alex) to explain and sign stipulation agreement
2. **11/29/23:** Meeting with Alex (Lt Mahoney, Lt Bloch, Captain Allen and Chief Davis)
3. **12/5/23:** Meeting with Alex after a large disturbance (Lt Mahoney, Officer Lentz, and Officer Robinson)
4. **5/1/24:** A meeting with Alex was conducted on teams with Green Bay Police command staff.
5. **5/3/24:** A Green Bay Police Sergeant reached out to Stage 1 about a scheduled performance and offered extra patrols.
6. **6/24/24:** Scheduled meeting with Alex at Shawano Community Policing center with Community Police
7. **7/10/24:** Scheduled meeting Alex at Shawano Community Policing center with Lieutenants about the aftermath of a concert
8. **8/9/24:** Scheduled meeting with Alex at Shawano Community Policing center (Lt. Mahoney)
9. **8/10/24:** Alex borrowed a light standard from Green Bay Police Department
10. **10/18/24:** Alex borrowed a light standard from Green Bay Police Department
11. **3/7/25:** Alex scheduled a meeting with Lieutenant Mahoney of Green Bay Police Department
12. **3/21/25:** Alex was informed of the final decision about their curtains. Alex asked about officers body worn cameras, and alarm responses.
13. **4/15/25:** Green Bay Police Department met with Stage 1 staff and Alex invited a staff member from We All Rise. (Lieutenants Mahoney and Ayres, Community Police Officer Robinson, and commander Warych)
14. **4/17/25** Green Bay Police Department met with Alex as he believes officers messed with his camera system due to a camera "glitch" on an alarm call. Alex also voiced concerns about legal THC for people smoking on the outdoor patio.
15. **5/2/25:** Green Bay Police Department inquired about video for an incident. It was explained to Alex that he has 5 days to comply. Alex didn't want to provide video of events that took place after closing time without talking to the detective assigned to the call.
16. **6/16/25:** Following Common Council's vote to nonrenew the Stage One liquor license, Alex met with Chief Davis and Lieutenant Luberda prior to CP Officers Robinson and Lentz joining. Alex submitted another correction plan.

Citations for licensee from City of Green Bay Municipal Court Website

04/21/2024 – Violation of Stipulation Agreement – Guilty

04/11/2025 – Disorderly House - Guilty

04/26/2025 – Violation of Stipulation Agreement – Guilty

Stage 1

ST. PATRICK



CELEBRATION

SATURDAY

SUNDAY

THEMED DRINK SPECIALS
\$25 ALL YOU CAN DRINK

5-9PM
RAIL + DOM

LIVE MUSIC • 8PM-12

DJ • 9PM-CL

THEMED DRINKS

FREE DARTS, POOL, AND
INDOOR BAGS

BOGO ALL DAY!

RAIL+DOM+SELECT SELTZER



Join United Front for Social Change and Area Wisconsin in our
**Get Out The Vote (GOTV) Campaign for the
2024 Spring Election**

**April 2nd | 10am-10pm
Stage 1 - 231 N. Broadway**



Bring your Photo ID!
Check your voter registration status here: myvote.wi.gov

FREE Rides To The Polls! FREE Food & Beverages! FREE Open Bar!



**Social Media Influencer
Voter Turnout Competition!**

**1st Place - \$1000
2nd Place - \$700
3rd Place - \$500
4th Place - \$300
5th Place - \$100**

***Number of voters turned out through your direct referral**

Voter must:

- 1) Take a selfie at their polling place after receiving their I VOTED sticker**
- 2) Post selfie on social media and tag the referral person!**



GREEN BAY POLICE DEPARTMENT

Case Number

24-219494

Incident Number

24-219494

Incident Type

WEAPON CALL

Narrative of Events (LEICK, J. M.) Submitted by LEICK, J. M. (4/23/2024 11:12:15 AM)

VIDEO REVIEW FROM STAGE 1

Video review.

On Tuesday 04-23-24 I was advised video had been entered into the case file in evidence.com from Stage 1. The camera times appear to be on time and are synchronized. Six different camera footages were provided to include North Broadway, Front Doors, LR Entrance, Back Door, Front Bar, and South Broadway.

Camera footage review of camera labeled North Broadway. This camera is an exterior-colored camera mounted on the outside of the building facing north to northeast showing the front door of Stage 1, N. Broadway St. and a small part of the building and parking lot to the east of Broadway. The camera is date 04-21-2024. At 01:56:05 four parties are seen approaching from the east parking lot. They cross Broadway St. and go to the front door of Stage 1. There is two females and two males. The front female and male are holding hands, I recognize the front female as Carly Junk. Based on them holding hands and Junk indicating she is dating one of the males, Deyonte Sutton, I believed the male she was walking with was Sutton. Junk was wearing a white/tan top with a black shirt underneath and jeans, Sutton was wearing all black. The female walking directly behind them was OMalley, she was wearing a tan top and jeans. The male walking behind Junk and Sutton and next to OMalley is wearing a red, white, and blue long sleeve shirt, jeans, and white tennis shoes. This male has dreads, he was identified as Johnson. They walked to the front door and Johnson opens it and goes in with Junk following and then Sutton but before OMalley could enter Johnson and Sutton exit and run to the east. They ran back in the same direction they had just walked from and disappeared off camera at 01:56:43. Junk exits the bar and a male black wearing a gray sweatshirt and jeans follows her out and appears to be yelling something towards Johnson and Sutton. Two more black males exit the bar, one wearing a light green sweatshirt and blue jeans and the other a dark sweatshirt and dark jeans. The three males then go back inside the bar along with Sutton and OMalley. At 01:57:15 Johnson is seen in the parking lot across the street from Stage 1 walking towards the bar. Johnson's right arm is extended along his right side and his right hand is near his waist. His left arm and hand are bent and moving around. Sutton then appears from the parking lot. As Johnson is crossing Broadway he walks directly to a window, which is just south of the front door. He appears to be yelling something as he approaches the window and as he gets close to the window Junk and OMalley exit the front door and walk towards Sutton, who is in the middle of Broadway. Johnson points, with his left arm and hand, at the window. Junk, OMalley, and Sutton turn and walk back to the east towards the parking lot as Johnson begins to walk toward the front door and then turns and walks towards the parking lot behind Junk, OMalley, and Sutton. As Johnson gets into the road he stops and turns back towards the bar, appears to be facing the front door now and pulls an object out from his waistline with his right arm and hand. Johnson extends the black object out in front of his face and points it directly at the front door of Stage 1. Johnson runs towards the front door and as he gets closer to the camera the black object in his right hand is visible and can be identified as a handgun. Junk, OMalley, and Sutton are walking to the east and are not looking back. At 01:57:55 Johnson's left arm and hand are near his face and his face turns away to his left. At the same time his right hand and arm start to come down to his waistline. At this point OMalley is seen turning around and looking back towards the bar and then starts to run to the east along with Junk and Sutton. Johnson is backing into the roadway but is facing the front door of the bar. He then puts the handgun back in his waistline and turns and runs to the east towards the parking lot and the others. He is last seen on the camera at 01:58:03. One second later an unknown vehicle is seen northbound on Broadway. At 01:58:16 a black male exits the front door of the bar looks to the east and then runs back into the bar. At 01:58:27 the same black male and the two others, seen earlier, exit the front door and run to the north. They get into two different vehicles, which were parked facing south on Broadway St. Two males get into the first parked vehicle and one into the second. One of the vehicles is a red colored sport utility and it turns around and leaves north on Broadway. The other vehicle is a darker colored, possibly red, Sport Utility, and it also turns around and leaves north on Broadway St. Both vehicles turn east on Dousman at 01:59:00.

Utilizing this same camera, I went back to try to get a better description of the two vehicles that left right after the shooting. At 01:22:52 the first vehicle approaches from the north, it is seen turning from westbound Dousman to southbound



GREEN BAY POLICE DEPARTMENT

Case Number

24-219494

Incident Number

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WEAPON CALL

Broadway. It pulls up near the front door and then backs up to the parking spot. It appears to be a Buick Sport Utility, photograph labeled maroon Buick vehicle in the case file in evidence.com. Two males exit the front of the vehicle. The driver was wearing a greenish sweatshirt and jeans and had dreads. The passenger was wearing a gray sweatshirt, jeans, a baseball cap, and had dreads. They went into Stage 1. The second vehicle is a red Chevy, picture labeled 2nd veh. arriving in the case file in evidence.com, comes from the south. It turns around and parks directly behind the first vehicle. One male exit and is wearing all dark cloths and has dreads and he enters Stage 1.

I then utilize FLOCK and search the camera #12 which is at Dousman @ Museum-EB. Using the criteria of 04-21-24 1:30 AM to 2:30 AM. At 1:59:04 three vehicles are seen eastbound.

#1. Wi tag AMD2006, a 2018 maroon/burgundy Buick Encore Sport Utility, is registered to Naquan M. Williams [REDACTED] and Sharon D. Fox [REDACTED] of [REDACTED]. Green Bay.

#2. Wi tag ARN8626, a 2018 red Chevy Equinox Sport Utility, is registered to Lasya C. Lipscomb [REDACTED] of [REDACTED], Green Bay.

#3. Wi tag 918YJA, a 2019 red Chevy Trax Sport Utility, is registered to [REDACTED] of [REDACTED], Oconto Falls.

I then FLOCK searched each vehicle individually to get daytime picture of the three vehicles. I was able to locate all three during the daytime. Reviewing the daytime photographs off all three and the two photographs taken off Stage 1 video, labeled first and second parked vehicles and was able to identify the two cars from the shooting as #1 Wi tag AMD2006 as the vehicle labeled first parked vehicle and #2 Wi tag ARN8626 as the vehicle labeled second parked vehicle. All FLOCK searches and pictures were added to the case file in evidence.com.

Camera footage review of camera labeled Front Doors. This is an interior-colored camera mounted showing the front doors and a part of the front of the bar. At 01:55:00 there are a few patrons in this area of the bar to include four black males at the front corner of the bar. At 01:56:33 shadows can be seen at the front door and at the same time one of the black males, wearing a gray sweatshirt gets up and walks to the front door. Two other black males then following they are wearing a gray sweatshirt, jeans, and a black baseball cap and the other is wearing a black sweatshirt with writing on the front and back and jeans. All three of these males go out the front door. They return and go to a standing bar area along the front window, which is just south of the front door. They stand there looking out the window. Junk and OMalley enter and then exit at 01:57:38. At 01:57:41 Johnson is seen out the front windows just outside the three males. The three males then go toward the front door and open it and as one of them opens the door he jumps back. At 01:57:56 the male at the front door appears to jump back quickly and other patrons move quickly and go to the floor or safe areas. At the time of the shooting there was seven people at the front of the bar area, see photograph in the case file in evidence.com. At 01:58:20 the male wearing the green sweatshirt, who was at the front door during the shooting, reappears and limps out the front door along with the other two males.

Camera footage review of camera labeled Front Bar. This is an interior-colored camera mounted showing the front entrance and the bar from the south to the north. At 01:58:56 everyone in the bar reacts by hiding or going to the floor to include two patrons sitting at the front of the bar. One is a female wearing a yellow sweatshirt and the other is a male wearing a black hooded sweatshirt and jeans. These two individuals go to the floor very quickly and violently as the male pulls the female out of the window view to the floor knocking over bar stools and dropped their phones.

Camera footage review of camera labeled LR Entrance. This is an interior-colored camera mounted showing the rear of the bar. At 01:58:55 there are three people in the camera view with others walking around. At 01:58:56 people look up and then other people begin to run. The black male, that was sat the front door when the shooting occurred comes into view and appears to be limping on his right leg. He is seen checking his right leg as the other two mentioned males come up to him. He is clearly limping and having issues with his right leg at 01:58:13.



GREEN BAY POLICE DEPARTMENT

Case Number

24-219494

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WEAPON CALL

I then reviewed video footage from these cameras to see if the male wearing the green sweatshirt is limping prior to the shooting. I see this male on cameras and at no time is he limping prior to the shooting. It appears as this male was struck with the bullet causing the limping and him to check his leg.

I continued to review the different video footages from the cameras to get a better description of the three males mentioned above. I labeled them victim #1, victim #2, and victim #3.

Victim #1 was a black male with longer black dreads wearing a green Champion hooded sweatshirt, white t-shirt underneath the sweatshirt, blue jeans, and black tennis shoes. Several still pictures were taken of this person and added to the case file in evidence.com labeled as victim #1.

Victim #2 was a black male with longer black dreads wearing a gray hooded sweatshirt, black pants, tan work boots, and a black baseball cap. Still pictures of victim #2 were added to the case file in evidence.com.

Victim #3 was a black male appearing to have long dark dreads and was wearing a black hooded sweatshirt with writing on the front and back, dark jeans, and dark shoes. Still pictures were added to the case file in evidence.com.

A fourth black male was talking to the three victims just prior to the shooting. He is wearing a black coat with a yellow drunk face and the word RARE in white across his back. He is seen talking with all three of the victims during this incident. Still picture was added to the case file in evidence.com.

Victims #1 and #2 get into vehicle #1 the Buick with WI tag AMD2006 with victim #1 getting into the front passenger's side and victim #2 getting into the driver's seat. This is opposite of how they arrived on scene as reported earlier in the case the male wearing the green sweatshirt is the driver. Victim #3 gets into ARN8626 as the driver.

A had the 911 call to the Brown County Dispatch Center added to the call in evidence.com.

I located evidence exhibit #755002 the 9MM bullet recovered from the interior door frame of call address, which was packaged in plastic, in the Green Bay Evidence storage room with the assistance of Green Bay Evidence Tech. N. Kolinski. I looked at the 9MM bullet through the plastic and was not able to see any red substance. Exhibit #755002 was not removed from the evidence storage room or out of the plastic. N. Kolinski had custody of it. I requested evidence exhibit #755002 be proceeded for DNA.

End of details.

GREEN BAY POLICE DEPARTMENT

NARRATIVE SHEET

GBPD CR-4

On Sunday, April 21, 2024, at approximately 2:05 a.m., I, Officer M. Stuedemann (501N), was on full uniform patrol for the City of Green Bay working on the Neighborhood Response Team. While on patrol, I responded to 231 N. Broadway, Stage 1 Bar, for the report of a possible gunshot. Notes of the call indicated that the complainant had heard a shot fired outside the bar within the last five minutes and it was unknown who it was.

I added myself to the call and responded to the scene. I saw that the complainant was the owner of the bar. He was identified as **Alexander R. Graziano** ([REDACTED]). I pulled into the parking lot across the street from where Stage 1 is and as I pulled in, multiple vehicles drove off including a white Charger. I was unable to get any plates on those vehicles. I did stop out with a vehicle, and there were individuals inside who advised they hadn't heard anything and they had just gotten there.

I then walked the lot, checking for any evidence of crime and shell casings while Officer E. Stoll went to talk to Alexander, the owner. I saw them pointing on the ground in front of the bar on Broadway and responded over. I then observed one shell casing sitting on the ground outside of the bar. I shut down Broadway southbound traffic so that no one could run over the evidence.

I then spoke with Alexander, who said that he had video footage of the outside of the bar and would have caught everything. I also spoke with the bouncer, who advised he had heard the shot but hadn't seen anything. He was later identified as **Trevor T. Hicks** ([REDACTED]). Trevor advised that they did scan people in and that there was a female who had been scanned in who was either with the male who had shot or with the individuals who were involved. He showed me the scanner, and I took a photo of the female's name.

GREEN BAY POLICE DEPARTMENT

NARRATIVE SHEET

GBPD CR-4

The female that he was referencing was **Larissa A. O'Malley** ([REDACTED]). The bouncer, Trevor, stated he thought that the shooter may have left with that female, Larissa. I had dispatch run an RHAS for any vehicles related to Larissa, and they were able to find a black Ford Fusion bearing Wisconsin plates AKL1177. Shortly after, I talked with Officer A. Schuetze, who advised he checked on Flock, and the vehicle had been westbound on Main Street near Adams shortly after the shooting. At this time, it is unknown how Larissa is involved.

Sgt. J. Bilskey then responded with placards to place by the shell casing. I placed one placard by the shell casing and took multiple photos of it facing away from the bar and towards the bar, showing which way the shooter was standing. I was able to watch video footage and it appeared that a male walked away from the bar, was yelling at others in the bar, and shot towards them. The males that were in the doorway appeared to duck for cover. We were able to locate a bullet hole in the door of Stage 1. I took photos of this. Then myself and other officers went inside. I took more photos, and we located a slug that had hit the back wall and stuck in a 2x4. We were able to remove the slug from the 2x4. I took more photos of this. Officer L. Whitman took custody of the slug and the shell casing that was out front.

Trevor advised that they did not scan in the individuals who were potentially being shot at. It was unknown who they were. The bartender, who was speaking with Officer E. Stoll, advised that she may know who they were but didn't know at the time. I left her my business card.

I further spoke with Alexander, the owner, and he was able to screen record some of the video footage and send it via Axon link. I advised that we would need further video

GREEN BAY POLICE DEPARTMENT

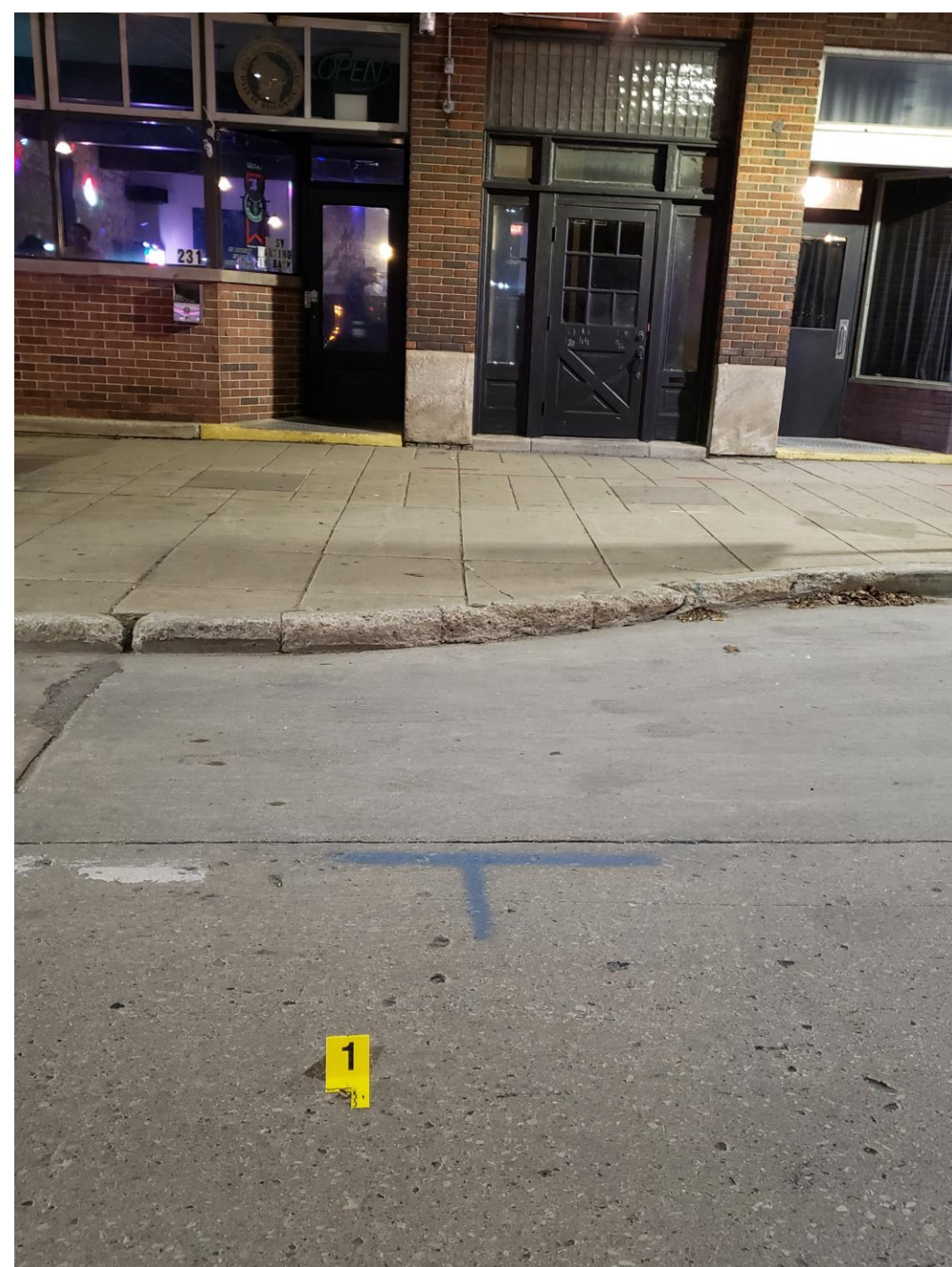
NARRATIVE SHEET

GBPD CR-4

footage including at least an hour prior to the incident. He stated that a Forensics Unit would have to come out for that. I advised Sgt. Bilskey of this. I was unable to make out who the male shooter was; however, he was a male/black with dreads. The photos that I took from the scene were uploaded to Axon.

I have no further details to add at this time. See other officers' details for more information.

END OF NARRATIVE



April 21, 2014
Shot fired into bar 1:57am
Dispatch called 2:05am





GREEN BAY POLICE DEPARTMENT

Case Number

24-239970

Incident Number

24-239970

Incident Type

DISTURBANCE

Narrative of Events (VANDONSEL, L. J.) Submitted by VANDONSEL, L. J.(8/3/2024 5:24:32 AM)

On 08/03/2024 at approximately 0209 I, Officer Van Donsel was on uniformed patrol in the city of Green Bay as unit 3B3. Officers were dispatched to 232 N Broadway, Stage 1 bar for a report of a large disturbance across the street in a park lot. I was already enroute to another call but verified I was not needed and responded to the disturbance in the parking lot. While enroute the officer that had initiated the call stated there was approximately 15 people fighting in the parking lot.

As I arrived and exited my squad I could see several people running around cars. I ran up to the disturbance and unholstered my taser. I noticed a male in a grey dress tshirt and black pants pushing and shoving an unidentified person. I ran up to the male, later positively identified by his WI Driver 's License as Roy J. Hunter (DOB: [REDACTED]) as he separated from the other male in between two parked cars. I made several verbal commands of "on the ground, " to Roy. My open left hand made contact with the middle of Roy 's back and I identified myself as a police officer. Roy put his hands up and was order to the ground but as we took a step towards the front of the parked cars my feet became entangled in his and we fell to the ground. To be clear Roy was not resisting officers attempt to control him and I did not decentralize him. I will be completing a use of force as I had contact with his back and was pushing him forward even though I did not control his decent to the ground in any way.

Once on the ground Roy was rolled over onto his stomach and taken into custody. He was placed into handcuffs by Officer Heuvelmans. At that time several people came up behind officers from in between the vehicles. The person closest to me had her fists balled up and her facial expression and demeanor appeared to be aggressive. I ordered the female to "back up " but she did not. Officer Heuvelmans had control of Roy and he was not resistive, so I stepped past them and placed myself in between the female, later positively identified as Amber H. Davis (DOB: [REDACTED]) and Roy and Officer Heuvelmans.

I had my hands up and my palms open as I stepped up to Amber and ordered her again to, "back up " and stated that they were fighting. Amber replied that, "that 's my mother fucking brother. " At this point there was another person right behind Amber and Officer Dudley was behind that person trying to pull people back and create a safe space for officers and Roy. I placed my open right palm on Amber 's uppers left shoulder and pushed trying to get her to back away. She stepped back slightly but was not moving away. I placed my open right palm on Amber left should and my open left palm on Amber 's right shoulder and was attempting to turn her body so I could walk her away from the disturbance.

Amber turned back towards me and swung at me with her right arm. I was struck in the left side of my mouth with I believe was Amber 's elbow. I attempted to grab her arm and in the tangle of limbs myself and Officer Dudley bounced off the car with Amber and we fell to the ground. I was attempting to decentralize Amber but I was unable to control Amber 's decent to the ground. It should be noted that Amber is not a small person, her Department of Transportation information has her listed as 270 pounds. Her size and the confined space between made any attempts to control her very difficult. Officer Dudley was able to get control of Amber 's right arm. Officer Fox was attempting to assist I could hear him stating, "let go of my arm " several times. I was able to reach down, grab Ambers left wrist and pull her arm behind her back. She was placed into handcuffs by Officer Dudley. I then assisted rolling Amber over onto her side and then to a seated position. At that point Officer Dudley had control of Amber and the best course of action was to distance myself from Amber. I did not have any visible injures and had a sore upper lip but no skin was broken.

I stepped over and took control of Roy, I helped him to a standing position. Officer determined that Roy had been involved in a physical disturbance and struck another male that was identified as Deldrick C. Canty (DOB: [REDACTED]). Deldrick did not want anything done, for more information about that contact you can refer to Officer Heuvelmans details. At that point I informed Roy that he would be going to jail for disorderly conduct. I could smell the odor of unburnt marijuana coming from Roy 's person and he admitted to having some in his underwear. I conducted a search of his person and though Roy was being cooperative with Officers I believed the best course of action would be to retrieve the marijuana at the jail in a controlled and secure setting. I asked Roy if he would be willing to retrieve it for officers once at the jail and he agreed.



GREEN BAY POLICE DEPARTMENT

Case Number

24-239970

Incident Number

24-239970

Incident Type

DISTURBANCE

I conducted a search of Roy 's person but he was adamant that his friend take his car keys and vehicle. There was no reason to id the male and I verified with Roy that he wanted his friend to take the keys and car and again stated that was his wish. I gave the keys to his friend and then brought Roy to my squad and placed him in the back. Prior to closing the door I asked Roy if he needed any medical attention and or if he was feeling suicidal but he stated no.

I then transported him to the Brown County Jail. Once in the booking area myself and Officer Dudley went into the bathroom and closed the door. I had left my body camera in my squad to be in compliance with the Jails no body worn camera recording policy. I then removed Roys ' left and from the handcuffs but kept his right hand in cuffs and under my control. With his left hand Roy retrieved the marijuana from his underwear and placed the baggies into a plastic bag I held out for him. I then placed him back into handcuffs that were checked for tightness, fit and double locked for his safety. It should be noted that myself and Officer Dudley were standing behind Roy during this interaction and Roy did not expose any of his genitalia to officers.

Roy was then brought back into the booking area and turned over to jail staff without incident. Roy was booked into the Brown County Jail for misd disorderly conduct. I then returned to the Green Bay Police Department and place the following item into evidence for destruction:

Exhibit number 687001: a clear plastic corner baggie containing 4.74 Grams of a green leafy substance the subject stated was Marijuana. I printed off a evidence disposal form and placed it into locker number 5.

I properly packaged, sealed and label the exhibit and placed it into locker number 5 for disposal. The suspected marijuana had no evidentiary value, so I did not test it as it was being disposed of.

At this time this concludes my involvement in this matter. ///END OF REPORT///

Green Bay Police Dept.
24-268255
A. Jahnke

2024-12-31 23:19:45 -0600
AXON BODY 4 D01A1019X



Viewed by Steve Mahoney (greenbaypd-wi.evidence.com) on 09 Jul 2025





TITLETOWN, USA

Green Bay Police Department
307 South Adams Street
Green Bay, Wisconsin 54301-4582
www.gbpolice.org

Phone 920.448.3200
Fax 920.448.3248

Alexander R. Graziano
231 N Broadway
Green Bay, WI 54303

March 16, 2025

****OFFICIAL NOTICE OF VIOLATIONS OF WI STAT 125.12 AND GREEN BAY ORDINANCE 4-9****

Dear Alexander Graziano:

This letter is regarding the property at 231 N Broadway that you hold the Class B Liquor license for Stage 1 in the city of Green Bay. Per Chapter 4-9(b) of Green Bay city ordinance, this licensed establishment has met the grounds to be subject for suspension, revocation, or non-renewal proceedings for the Class B liquor license. Since 3/16/24, police have responded to 69 calls for service, of which the following calls are grounds for suspension, revocation, or non-renewal of the liquor license:

- **4/5/24, 24-216578**

Officer's received info that there was a violation of stipulation agreement for advertising all you can drink special on St Patricks Day. The owner was giving a written warning.

- **4/5/24, 24-216580**

Officers received information that there was a violation of the stipulation agreement for advertising free open bar on election day. The owner was giving a written warning.

- **4/21/24, 24-219494**

There was a weapons call (24-219672) where someone shot a round through the bar. It took several minutes before the incident was called in. Bar owner cooperated with investigation but was not using his ID scanner which is a violation of stipulation.

- **12/1/24, 24-263466**

There was a noise complaint at approximately 1:06am. Officers indicated that the bass was so loud that the front of the building was shaking and vibrating. Officers spoke with Pierre who was head of security, who turned down music and was warned for loud noise.

- **12/31/24, 24-268255**

Officers were on crime prevention checking bars on Broadway. Stage 1 had the curtains closed with people inside on the ballroom side. The owner stated it was just staff inside. They were advised that

curtains needed to be open, and he received a written warning for violation of stipulations. The owner reached out regarding the incident, and I requested video to show that the area was not open to the public at the time in question to potentially void the warning and no video was ever provided. The owner later stated that he didn't provide the video because he didn't want it used against him.

- **3/1/25, 25-210430**

There was a disturbance inside of the bar. No patron or staff notified police of the incident, and it was brought to our attention by a Facebook post. When officers asked the owner about it, he stated that there was a fight, but it was quickly separated, and it didn't seem like something that should've ended their night early. He also stated that they did end up shutting down early as he felt people could not keep their cool. Owner was given a written warning for disorderly house.

There were numerous other calls at the address that were noteworthy. They are listed below with a description of the call:

- **7/7/24, 24-234964**

There was a disturbance that stemmed from an original incident from the 4th of July where two parties recognized each other. Male subject was arrested for DC and resisting.

- **7/11/24, 24-235897**

There was a disturbance in the female's bathroom. Both females were cited for DC and battery.

- **7/18/24, 24-236911**

There was a disturbance, and a female was taken to jail on warrants.

- **8/3/24, 24-239970**

There was a large disturbance one person arrested for DC and another for battery to LEO and other charges.

- **9/28/24, 24-251822**

There was a noise complaint that came in at 11:06pm officers noted that the music was loud outside as the front door was open, and security was asked to shut the door which helped with the noise.

- **2/15/25, 25-207131**

There was a disturbance that officers observed in front of Stage 1. One male refused to speak with officers and left. Neither party wanted anything done. 25-207520: follow up for video regarding this incident. Female was struck in the face by a male and was bleeding. Two males that were fighting left when police pulled up. No parties were identified.

- **2/22/25, 25-208276/25-208277**

There was a disturbance that started inside Stage 1 that spilled outside to the parking lot across the street. One person was tased one female jailed on DC and battery and another jailed on a warrant and DC. Female threw drink in face of another female and kicked out other female. Fight then resumed outside in the parking lot.

- **3/8/25, 25-210601**

Officers observed a verbal disturbance outside of the bar. When officers approached all parties involved split up and didn't want to speak with officers. No enforcement action was taken.

This unlawful activity disrupts and threatens the peace, safety, order, and neighborhood quality of life. As the license holder, the law places the burden on you to ensure that these violations are stopped. This notice is being provided to give you an opportunity to do so. If you fail to act, your liquor license may be suspended, revoked or non-renewed.

You are hereby ordered to attend a correction meeting to discuss and address the violations at Stage 1 on Wednesday, April 2, 2025, at 3:00pm at the Green Bay Police Department, 307 S Adams St, Green Bay, WI 54301. At the meeting, we will discuss an abatement plan to be created by you to address the problems occurring at Stage 1. Failure to attend this meeting could result in being issued a citation and the potential loss of your liquor license.

Hopefully, the above sanctions will not be necessary. We are willing to assist you in resolving this situation. Please contact me at (920) 448-3200 ext. 0903 or Steve.Mahoney@greenbaywi.gov prior to our meeting with any additional questions or concerns. Meetings can only be rescheduled if there are extreme circumstances.

Sincerely,

Lt Steve Mahoney/ Lt Solomon Ayres
Community Service Lieutenants

Security Protocols - Stage 1 - 231 N Broadway Green Bay, WI 54303

To minimize the issues brought forth by the Green Bay Police Department, Stage 1 is implementing the following protocols and training all staff on Monday, April 14, 2025:

- 4 additional cameras are to be installed, 2 of these cameras will be installed at the entrances where ID's are scanned and individuals are checked upon entry, individuals will be required to look directly at the camera with no blockage of their face.
- No individuals will be allowed to wear any facial coverings inside the establishment.
- Additional security personnel will be staffed every Thursday, Friday, and Saturday, particularly covering areas near bathrooms and areas of congestion.
- The establishment's ban list will be shared with the department, upon any updates.
- No trespassing orders will be served to any individuals who have been told they are not allowed on the premises indefinitely.
- The head of security or manager on duty will be clearly identifiable and will be responsible for relaying any information to the police department, whether the situation was taken care of fully or not. This information will be relayed immediately.
- Shift reviews are required to be filled out by staff at the end of each night, and stored indefinitely to record any incidents that take place.
- Any performance events that are scheduled, PD will be notified prior to the event and will be given a list of the names of the performers, promoters, and involved personnel.
- Any individuals that try to enter while concealing a weapon will be refused entry and PD will be notified of the name of the individual.
- To limit disturbances outside of the establishment, security personnel will remain outside during periods of mass exits.
- Together, Stage 1 and the owners of the surrounding parking lots will be collaborating on ways to deter issues that arise outside of the establishment.
- An added Stage 1 policy is understood by all staff that termination will take place after a verbal and then written warning occurs, when a staff member fails to report an incident to the manager on duty, or to the police department.
- Water dispenser is being added to allow patrons to serve themselves water throughout the night.
- No aggression policy will be implemented, any patrons that show verbal or physical aggression towards any individual whether staff or customers, will be banned indefinitely.
- During large events, to prevent overcrowding, Stage 1 will limit capacity as we see fit.
- During large events or times of heavy traffic, individuals will have their photo taken upon entry, to ensure it is easy to find the name of any individual involved in an incident, so that information is readily available to law enforcement.
- Communication between Stage 1 and the Green Bay Police Department will be streamlined with regular meetings and proactive sharing of information.
- Off-duty officers will be pursued for security positions, if possible, to provide Stage 1 with the proper security coverage.
- Regular bar checks will be encouraged and staff trainings will be asked for.



Stage 1 - Security Protocols

231 N Broadway Green Bay, WI 54303

Main contact: **Alexander Graziano**

Primary number: **414-758-5704**

Secondary number: **920-615-9216**

Address: **419 Donald Driver Way**

Apt. 124

Green Bay, WI 54303

Stage 1 agrees to the following adaptations to our business practices and we commit to carrying out this new security policy.

- 4 additional cameras were installed, 1 camera was installed at the main entrance, facing customers as they walk in, where IDs are scanned and individuals are checked upon entry.
- All efforts possible will be made to scan or document the valid identification of individuals that enter the establishment.
- During peak hours, from 9pm until bar close, on Thursday, Friday, and Saturday, all individuals will be checked by a reasonable physical search or with the use of a metal detector wand. Handbags will also be searched.
- Facial coverings will not be permitted inside the establishment.
- Any bag that is larger than a purse will not be allowed in the establishment, unless fully checked by a manager on duty.
- The establishment's ban list will be shared with the department, upon any updates.
- No trespassing orders will be served to any individuals who have been told they are not allowed on the premises permanently.

- Shift reviews are required to be filled out by staff at the end of each night, and stored indefinitely to record any incidents that take place and will be provided to GBPD upon request.
- In the event that a staff member needs police assistance they will clearly identify their position and give all necessary information to the dispatcher or the officer.
- Any performance events that are scheduled, GBPD will be notified prior to the event and will be given a list of the names of the performers, promoters, involved personnel, and the set list.
- The contract that promoters will be required to sign, will be shared with GBPD.
- Any individuals that try to enter while concealing a weapon will be refused entry. If the weapon is a firearm, GBPD will be notified of the name of the individual, as soon as possible.
- To be aware of any possible disturbances outside of the establishment, a member of the security personnel will remain outside during periods of mass exits.
- An added Stage 1 policy is understood by all staff that termination will take place after a verbal and then written warning occurs, when a staff member fails to report an incident to the manager on duty, or to the police department.
- Water dispenser was added to allow patrons to serve themselves water throughout the night.
- No aggression policy was implemented, any patrons that show verbal or physical aggression towards any individual whether staff or customers, will be banned indefinitely.
- During large events, to prevent overcrowding, Stage 1 will limit capacity as we see fit.
- A soft close will be implemented each night to slow the flow of traffic exiting the establishment.
- Communication between Stage 1 and the Green Bay Police Department will be prioritized by requesting regular meetings or frequent emails and any information will be shared proactively.
- Regular bar checks will be encouraged and staff trainings will be coordinated with the department.
- Upon any feedback from GBPD, this plan will be updated if necessary.



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

Alexander Graziano
Stage 1
231 N Broadway
Green Bay, WI 54303

Dear Liquor Licensee,

Pursuant to Green Bay Municipal Code Section 4-9(f) we are notifying you that the Green Bay Common Council has voted not to renew your "Class B" and Class "B" Liquor Licenses for the 2025-26 license year based on the following grounds:

Grounds for denial:

Sec. 4-9(b)(8) GBMC—Violation of any restriction, stipulation, or agreement entered with the City, or signed in consideration of a license issued.

History:

1. **Violation of Stipulation:** On 4/5/24 officers received info that there was a violation of stipulation agreement for advertising all you can drink special on St Patrick's Day. Owner (henceforth referred to as "Alex") was given a written warning.
2. **Violation of Stipulation:** On 4/5/24 officers received information that there was a violation of stipulation agreement for advertising free open bar on election day. Alex was given a written warning.
3. **Violation of Stipulation/Weapons Call:** On 4/21/24 there was a weapons call where someone shot round through bar, and it was later discovered a patron was struck. It took several minutes for Stage 1 to call police regarding the shots fired. Alex cooperated with the investigation but was not using his ID scanner which is a violation of stipulation. Bar owner cited.
4. **Disturbance:** On 7/7/24 there was a disturbance that stemmed from an incident that originally occurred on the 4th of July where two parties recognized each other. A male subject was arrested for Disorderly Conduct (DC) and resisting. Staff called the police. Several disturbances occurred after this initial call.
5. **Disturbance:** On 7/11/24 there was a disturbance in the female's bathroom. Both females were cited for DC and battery.
6. **Disturbance:** On 7/18/24 there was a disturbance, and a female was taken to jail on warrants.
7. **Disturbance:** On 8/3/24 there was a large disturbance which resulted in one person arrested for DC, and another for battery to Law Enforcement Officer and other charges.
8. **Nuisance:** 08/03/2024 - NUISANCE REPORT INITIATED
9. **Violation of Stipulation:** On 9/28/24 there was a noise complaint that came in at 11:06pm officers noted that the music was loud outside as front door was open and security was asked to shut the door which helped with the noise.

10. **Violation of Stipulation:** On 12/1/24 there was a noise complaint at approximately 1:06am. Officers indicated that the bass was so loud that the front of the building was shaking and vibrating. Officers spoke with Pierre who was head of security, who turned down music and was warned for loud noise.
11. **Violation of Stipulation:** On 12/31/24 officers were conducting crime prevention checks for the bars on Broadway. Stage 1 had the curtains closed with people inside on the ballroom side. Alex stated it was just staff inside. He was advised that curtains needed to be open, and he received a written warning for violation of stipulations. Alex reached out regarding the incident, and Officer Robinson requested video to show that the area was not open to the public at the time in question to potentially void the warning and no video was ever provided. Alex later stated that he didn't provide the video because he didn't want it used against him.
12. **Disturbance:** On 2/15/25 there was a disturbance that officers observed in front of Stage 1. One male refused to speak with officers and left. Neither party wanted anything done.

A follow up was conducted, requesting video regarding this incident. A female was struck in the face by a male and was bleeding. Two males that were fighting left when police pulled up. None of the parties were identified.

13. **Disturbance:** On 2/22/25 there was a disturbance that started inside Stage 1 that spilled outside to the parking lot across the street. One person was tasered one female jailed on DC and battery and another jailed on a warrant and DC. A female threw a drink in face of another female and kicked at another female. The fight then resumed outside in the parking lot.
14. **Violation of Stipulation:** On 3/1/25 there was a disturbance inside the bar. No patron or staff notified the police of the incident. It was brought to the attention of the Green Bay Police Department by a Facebook post. When officers asked Alex about it, he stated that there was a fight but it was quickly separated, and it didn't seem like something that should've ended the night early. He also stated that they did end up shutting down early as he felt people could not keep their cool. The owner was given a written warning for disorderly house.
15. **Disturbance:** On 3/8/25 officers observed a verbal disturbance outside of the bar. When officers approached all parties involved split up and didn't want to speak with officers. No enforcement action was taken.
16. **Violation of Stipulation:** On 3/15/25 officers observed the curtains were closed on the event side of the bar. The owner was issued a warning for violation of stipulation agreement. Video was requested and it was shown that this event space was closed off to the public and not in use.
17. **Disturbance:** On 4/11/25 officers heard loud noises which sounded like a disturbance. Officers noted a strong odor of THC. Video confirmed people were smoking something and dropped it when police arrived and their actions would lead a reasonable person to believe they were smoking THC. Owner cited for disorderly house. Several other disturbances occurred this night and the bar was shut down and the establishment cleared out without an issue. Alex flagged officers down as they were across the street. Video shows this. ***One citation was dropped due to this. Only received one sustained citation from this night.***
18. **Violation of Stipulation:** On 4/26/25 officers cited owner for violation of stipulation agreement for having his curtains closed.

Police Department Meetings with Stage 1

1. **4/4/23:** Green Bay Police Department Community Police Officers conduct their initial meeting with Stage 1 owner (Alex) to explain and sign stipulation agreement
2. **11/29/23:** Meeting with Alex (Lt Mahoney, Lt Bloch, Captain Allen and Chief Davis)
3. **12/5/23:** Meeting with Alex after a large disturbance (Lt Mahoney, Officer Lentz, and Officer Robinson)
4. **5/1/24:** A meeting with Alex was conducted on teams with Green Bay Police command staff.
5. **5/3/24:** A Green Bay Police Sergeant reached out to Stage 1 about a scheduled performance and offered extra patrols.

6. **6/24/24:** Scheduled meeting with Alex at Shawano Community Policing center with Community Police
7. **7/10/24:** Scheduled meeting Alex at Shawano Community Policing center with Lieutenants about the aftermath of a concert
8. **8/9/24:** Scheduled meeting with Alex at Shawano Community Policing center (Lt. Mahoney)
9. **8/10/24:** Alex borrowed a light standard from Green Bay Police Department
10. **10/18/24:** Alex borrowed a light standard from Green Bay Police Department
11. **3/7/25:** Alex scheduled a meeting with Lieutenant Mahoney of Green Bay Police Department
12. **3/21/25:** Alex was informed of the final decision about their curtains. Alex asked about officers body worn cameras, and alarm responses.
13. **4/15/25:** Green Bay Police Department met with Stage 1 staff and Alex invited a staff member from We All Rise. (Lieutenants Mahoney and Ayres, Community Police Officer Robinson, and commander Warych)
14. **4/17/25** Green Bay Police Department met with Alex as he believes officers messed with his camera system due to a camera “glitch” on an alarm call. Alex also voiced concerns about legal THC for people smoking on the outdoor patio.
15. **5/2/25:** Green Bay Police Department inquired about video for an incident. It was explained to Alex that he has 5 days to comply. Alex didn’t want to provide video of events that took place after closing time without talking to the detective assigned to the call.

Citations from City of Green Bay Municipal Court Website

04/21/2024 – Violation of Stipulation Agreement – Guilty

04/11/2025 – Disorderly House (X3) – Pending

04/26/2025 – Violation of Stipulation Agreement – Pending

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: 06/25/2025

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8319 5079 40. Our records indicate that this item was delivered on 06/24/2025 at 10:14 a.m. in GREEN BAY, WI 54303. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

231 N BROADWAY
GREEN BAY, WI 54303-2729

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:

ALEXANDER GRAZIANO
STAGE 1
231 N BROADWAY
GREEN BAY WI 54303-2729

Customer Reference Number: C5984074.36332634



Return address:

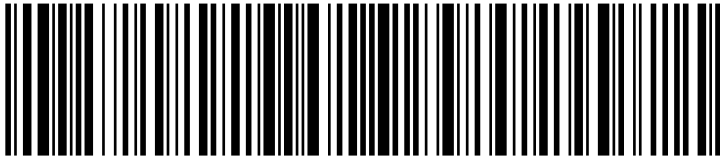
CITY OF GREEN BAY
100 N JEFFERSON STREET
GREEN BAY WI 54301

Recipient address:

ALEXANDER GRAZIANO
STAGE 1
231 N BROADWAY
GREEN BAY WI 54303-2729

MAILING DATE: 06/18/2025
DELIVERY DATE: 06/24/2025

USPS CERTIFIED MAIL

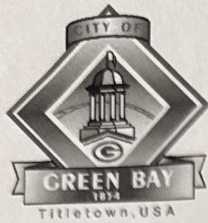


9214 8901 9403 8319 5079 40

USPS Tracking Label Number: 9214 8901 9403 8319 5079 40

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
NO AUTHORIZED RECIPIENT AVAILABLE	GREEN BAY,WI 54303	06/21/2025 10:05
DELIVERED INDIVIDUAL PICKED UP AT PO	GREEN BAY,WI 54303	06/24/2025 10:14

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

June 11, 2025

VIA CERTIFIED MAIL

Alexander Graziano
Stage 1
231 N Broadway
Green Bay, WI 54303

Dear Liquor Licensee,

Pursuant to Green Bay Municipal Code Section 4-9(f) we are notifying you that the Green Bay Common Council has voted not to renew your "Class B" and Class "B" Liquor Licenses for the 2025-26 license year based on the following grounds:

Grounds for denial:

Sec. 4-9(b)(8) GBMC—Violation of any restriction, stipulation, or agreement entered with the City, or signed in consideration of a license issued.

History:

1. **Violation of Stipulation:** On 4/5/24 officers received info that there was a violation of stipulation agreement for advertising all you can drink special on St Patrick's Day. Owner (henceforth referred to as "Alex") was given a written warning.
2. **Violation of Stipulation:** On 4/5/24 officers received information that there was a violation of stipulation agreement for advertising free open bar on election day. Alex was given a written warning.
3. **Violation of Stipulation/Weapons Call:** On 4/21/24 there was a weapons call where someone shot round through bar, and it was later discovered a patron was struck. It took several minutes for Stage 1 to call police regarding the shots fired. Alex cooperated with the investigation but was not using his ID scanner which is a violation of stipulation. Bar owner cited.
4. **Disturbance:** On 7/7/24 there was a disturbance that stemmed from an incident that originally occurred on the 4th of July where two parties recognized each other. A male subject was arrested for Disorderly Conduct (DC) and resisting. Staff called the police. Several disturbances occurred after this initial call.
5. **Disturbance:** On 7/11/24 there was a disturbance in the female's bathroom. Both females were cited for DC and battery.
6. **Disturbance:** On 7/18/24 there was a disturbance, and a female was taken to jail on warrants.
7. **Disturbance:** On 8/3/24 there was a large disturbance which resulted in one person arrested for DC, and another for battery to Law Enforcement Officer and other charges.
8. **Nuisance:** 08/03/2024 - NUISANCE REPORT INITIATED
9. **Violation of Stipulation:** On 9/28/24 there was a noise complaint that came in at 11:06pm officers noted that the music was loud outside as front door was open and security was asked to shut the door which helped with the noise.
10. **Violation of Stipulation:** On 12/1/24 there was a noise complaint at approximately 1:06am. Officers indicated that the bass was so loud that the front of the building was shaking and



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VIA EMAIL AND US MAIL

Alexander Graziano
Stage 1
231 N Broadway
Green Bay, WI 54303

Re: Letter Concerning your Quasi-Judicial Hearing

Thank you for submitting your appeal for non-renewal of your 2025-26 "Class B" and Class "B" Liquor 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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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.