



AGENDA OF THE COMMON COUNCIL

**TUESDAY, JUNE 19, 2018, 6:00 PM
(NOTE NEW TIME)
COUNCIL CHAMBERS
ROOM 203, CITY HALL**

A. Roll Call.

B. Pledge of Allegiance.

C. Invocation.

D. Approval of Minutes.

1. Approval of the minutes of the May 15, 2018 meeting.

E. Approval of the Agenda.

F. Report by the Mayor.

G. Announcements.

H. Presentations

1. Anti-harassment training by Rick Bayer, CVMIC Director of Loss Control.
2. Emergency Contacts-Celestine Jeffreys

I. Appointments

I. New Appointment

Police and Fire Commission

Vanya Koepke, 880 B Liebman Ct., #8, Green Bay, WI 54302

Term to expire: June 1, 2023

Green Bay/Brown County Professional Football Stadium Board

William Galvin, 1244 Emilie St., Green Bay, WI 54301

Term to expire: July 1, 2020

Kristen Johnson, 3504 Layden Dr., Apt #9, DePere, WI 54115

Term to expire: July 1, 2020

Leah Weycker, 425 S. Military Ave., Suite 206, Green Bay, WI 54303

Term to expire: July 1, 2020

2. Re-Appointment

Economic Development Authority

Pam Parish, 2214 Nicolet Dr., Apt 15, Green Bay, WI 54311

Term to expire: May 1, 2021

J. Public Hearings.

1. General Ordinance 10-18

An ordinance amending Green Bay Municipal Code Section 13-205(d)(1), to repeal regulation related to conditional use protest; Section 13-205(g), to amend regulation related to conditional use expiration; Section 13-404(b), to amend the provision requiring nonconforming lots be combined; and Sections 13-602, 13-702, 13-802 and 13-902, to amend conditional uses within various zoning districts (TA 18-02).

2. Zoning Ordinance 8-18

An ordinance creating a Planned Unit Development (PUD) Overlay District for 215 North Webster Avenue for the redevelopment of Whitney School and proposed townhomes (ZP 18-14).

3. Miscellaneous Ordinance 1-18

An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay to amend the Future Land Use of property located at 1060 Gray Court from Commercial and General Industrial to Medium and High Density Housing (CPA 18-01).

K. Ordinances - Third Reading.

1. General Ordinance No. 8-18
An ordinance creating section 8.16, relating to the practice of massage or bodywork therapy requiring state licensing.
2. General Ordinance 10-18
An ordinance amending Green Bay Municipal Code Section 13-205(d)(1), to repeal regulation related to conditional use protest; Section 13-205(g), to amend regulation related to conditional use expiration; Section 13-404(b), to amend the provision requiring nonconforming lots be combined; and Sections 13-602, 13-702, 13-802 and 13-902, to amend conditional uses within various zoning districts (TA 18-02).
3. Zoning Ordinance 8-18
An ordinance creating a Planned Unit Development (PUD) Overlay District for 215 North Webster Avenue for the redevelopment of Whitney School and proposed townhomes (ZP 18-14).
4. Miscellaneous Ordinance 1-18
An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay to amend the Future Land Use of property located at 1060 Gray Court from Commercial and General Industrial to Medium and High Density Housing (CPA 18-01).

L. Reports of the Redevelopment Authority (June 12, 2018 and June 15, 2018).

1. To approve Development Agreement 18-02 with the City of Green Bay for The Shipyard at 100 W. Mason St., 515 S. Broadway, 517 S. Broadway, 525 S. Broadway, 531 S. Broadway, S. Broadway, 613 S. Broadway, S. Pearl Street, 505 S. Broadway, 419 S. Maple, 511-513 S. Broadway, 239 Arndt Street, 101 Bridge Street, 119 Bridge Street, 401 S. Broadway, S. Broadway, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-78, 2-70, 2-71, 2-76, 2-77, 2-107, 2-109, 2-945, 2-946, 2-947, 2-949-A, 3-554-A, 3-551, 3-556, 3-568, 3-568-1, 3-569, 3-572), subject to minor legal and technical revisions. (June 12 RDA Meeting)

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

2. To approve Term Sheet with GB Real Estate Investments, LLC, for Whitney Park Townhomes: Phase IV at 827 Cherry Street, 829 Cherry Street, 205 N. Van Buren Street, and 211 N. Van Buren Street (Tax Parcels 10-71, 10-72, 10-72-A, and 10-72-B), subject to minor legal and technical revisions. (June 12 RDA Meeting)

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

3. To approve Term Sheet with GB Real Estate Investments, LLC, for 901 Main at 901 Main Street, 907 Main Street, and 913 Main Street (Tax Parcels 9-48, 9-47, and 9-46), subject to minor legal and technical revisions. (June 12 RDA Meeting)

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

4. To approve borrowing one million, five hundred thousand dollars (\$1,500,000.00), in three draws of five hundred thousand dollars (\$500,000.00) each, as needed, from the State Trust fund for the Neighborhood Enhancement Fund. (June 12 RDA Meeting)
5. To approve the draft 2018 Annual Action Plan as recommended to the RDA. (June 12 RDA Meeting)
6. To approve the Development Agreement with Green Bay Packaging, Inc. for a Project at 1500 N Quincy St, 1600 Leo Frigo Way, 900 Radisson St, 733 Weise St, 1802 Webster Ct, 1700 Webster Ct, 1800 Webster Ct, 831 Radisson St, 1910 N Quincy St, N Quincy St (Tax Parcels 20-308, 20-452-1, 20-464, 20-494, 20-619, 20-650, 20-665, 20-678, 20-682, and 20-684-A). (June 15 RDA Meeting)

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

M. Report of the Improvement & Services Committee (June 13, 2018).

1. To approve a \$20.00 wheel tax with the following stipulations:
 1. Staff annually present to the Improvement & Services Committee the status of the wheel tax funds with the 5 year projection of road projects and a report of projects completed in the previous 5 years;
 2. I&S Committee review and approve allocation of amounts or percentages to road priorities;
 3. The revenue be used to eliminate all residential special assessments for these purposes, and half of non-residential special assessments; and
 4. The anticipated \$2.1M in revenue be allocated as follows: \$1.675M to street improvements, \$175K to off-set the reduction in revenue from non-residential special assessments, \$250K to railroad crossings.

(No Recommendation: Motion failed on a vote of 2-2).
2. To approve request by Ald. Wery to allow City Council members a second parking permit contingent upon Personnel Committee approval adding the second parking pass to the Alder's benefit package.

3. To approve request by the Department of Public Works regarding approval of the annual Compliance Maintenance Annual Report (CMAR) and resolution for Wisconsin Department of Natural Resources (WDNR) sanitary sewer collection permit and to authorize the Mayor and City Clerk to execute the resolution, and allow the Director of Public Works to forward these documents to the Wisconsin Department of Natural Resources.
4. To approve request by the Department of Public Works to authorize the Department of Public Works to execute contracts related to asbestos abatement and demolition of properties associated with the Webster Avenue project, consistent with the terms and conditions previously established for authorizing the Department of Public Works to execute other construction contracts.
5. To approve a single source purchase of Warning Gates and Gate Arms from B&B Roadway in the amount of \$75,590.
6. To approve the report of the Purchasing Manager:
 - A. To purchase a Front End Loader with Bucket and Snow Plow from Airing Equipment Co. for \$181,835.
 - B. To purchase Variable Speed Drives from Graybar for \$21,685.
 - C. To award a contract for Masonry & Tuckpointing Repairs at four lift stations to R.J. Jacques, Inc. for \$19,439.
 - D. To purchase a new Hytera portable radio system from Nielson Communications Inc. for \$171,636.

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

A. Award of contract

1. No bids received 2018 LIFT STATION REROOFING.

2. To approve to award PARKING RAMP REPAIRS - 2018 to the low, responsive bidder Central Restoration LLC, in the amount of \$455,850.

3. To approve to award SEWERS 4-18 (INCLUDING WATER MAIN) to the low, responsive bidder Advance Construction Inc., in the amount of \$1,037,554.50.

4. To approve to award SUPERIOR ROAD STORM WATER POND to the low, responsive bidder PTS Contractors Inc., in the amount of \$784,323.80.

B. Granting of licenses

1. Concrete Sidewalk Builders

- a. Blaser Construction, LLC
- b. Paul Conard Construction Co., Inc.
- c. Ramco Construction Services

2. Tree & Brush Trimmer by WB Tree Service.

3. Underground Sprinkler

- a. Lizer Lawn Care
- b. Conserva Irrigation

C. Real estate acquisition for Webster Avenue

1. Agreement for purchase (Parcel Number, Address, Owner Name, Amount)

- a. 3 820 N Webster Avenue Sheri A. Drummond \$93,000
- b. 18 1102 N Webster Avenue Cover Rentals \$70,000

2. Relocation payments (Parcel Number, Address, Owner Name, Amount)

- a. 5a 1003 Smith Street Brian Kohls \$2,200.50
- b. 8 1110 N Webster Avenue Carol Petasek \$34,752
- c. 9 1002 Berner Street Molly Barron \$5,625
- d. 14a 1001 Day Street Jenny Sill \$1,200
- e. 4 1000 Smith Street Reginald & Jean Doxtater \$2,098.43
- f. 4a 1000 Smith Street Thomas Doxtater \$21,027
- g. 7a 1108 N Webster Avenue Anthony Shea \$1,550
- h. 14a 1001 Day Street Jenny Sill \$6,800
- i. 14b 1001 Day Street Rebecca Eckhart \$2,300
- j. 15 916 N Webster Avenue Craig J. Process \$55,000
- k. 15 916 N Webster Avenue Craig J. Process \$1,540

N. Reports of the Protection & Welfare Committee (May 22, 2018 and June 11, 2018).

1. To approve the change of agent for The Cannery Market LLC at 320 N. Broadway (May 22 P&W Meeting).
2. To approve a request by Tenet LLC at 2475 W. Mason St. to have an extension to issue their liquor license application due to a remodel/addition and renew for the 2018-2019 license year, pending the approval of the proper authorities (License granted March 6, 2018). (May 22 P&W Meeting)
3. To approve a request by Green Bay Sports Service, Inc. at 1265 Lombardi Ave. to change their liquor license description to include an additional plaza area in front of the Johnsonville Tailgate Village. (May 22 P&W Meeting)
4. To grant a "Class B" Combination license for Wally Spot Supper Club LLC at 1979 Main St., with the approval of the proper authorities (Currently an Individual Ownership by Thomas Adamany). (May 22 P&W Meeting)
5. To grant a "Class B" Combination renewal license to Wally Spot Supper Club LLC at 1979 Main St., pending the approval of the license at the June 19, 2018 City Council meeting and with the approval of the proper authorities. (May 22 P&W Meeting)
6. To grant a "Class B" Combination License by Alisa Marie LLC at 1542 University Ave., with the approval of the proper authorities (Currently Big N Rich LLC). (May 22 P&W Meeting)
7. To grant a renewal application for a "Class B" Combination license by Alisa Marie LLC at 1542 University Ave, pending the approval of the liquor license at the June 19 City Council Meeting and with the approval of the proper authorities (If not approved, renewal to be granted to current owner Big N' Rich LLC). (May 22 P&W Meeting)
8. To approve the renewal application for Cannery Market LLC at 320 N. Broadway, pending the approval of the change of agent and with the approval of the proper authorities. (May 22 P&W Meeting)
9. To approve an appeal by Nicole Mommaerts to the denial of her Operator License application. (May 22 P&W Meeting)
10. To approve an appeal by Kristi VanRemortel to the denial of her Operator License application. (May 22 P&W Meeting)
11. To approve the renewal applications for various beer and/or liquor licenses for the 2018-2019 license year (Attached). (May 22 P&W Meeting)
12. To approve a request by Ald. Scannell to rename the Protection and Welfare Committee to Protection and Policy Committee and have the committee include not only Fire, Police, safety, health, licenses, and permits, but also redistricting, administrative procedures, policies, or any other item that does not fit into the agenda of any other standing committee. (May 22 P&W Meeting)
13. To receive and place on file the Liquor Violation Report from the Police Department for May 22, 2018. (May 22 P&W Meeting)

14. To deny an appeal by Jeff Sanders to the denial of his animal permit requesting more than two dogs at his premise. (June 11 P&W Meeting)
15. To hold a request by Wal-Mart Stores East, LP at 2250 W. Mason St. to amend their liquor license to include stalls and /or canopy locations in parking lot specifically designated for online grocery pickup. (June 11 P&W Meeting)
16. To approve a change of agent for Shopko Stores Operating Co., LLC at 2430 E. Mason St. (June 11 P&W Meeting)
17. To approve the renewal application for a Class "A" Beverage and "Class A" Cider license for Shopko Stores Operating Co., LLC at 2430 E. Mason St., pending the approval of the change of agent at the June 19, 2018 City Council meeting and with the approval of the proper authorities. (June 11 P&W Meeting)
18. To grant a Class "A" Beverage and "Class A" Cider License to Shopko Stores Operating Co. at 216 S. Military Ave. for the 2018-2019 license year, with the approval of the proper authorities. (June 11 P&W Meeting)
19. To approve a request by Main St Dreams LLC at 1238 Main St. to extend issuing their liquor license until early July (Granted at the Feb. 19, 2018 meeting). (June 11 P&W Meeting)
20. To grant an available "Class B" Combination License to Francisco Soto at 1805 N. Irwin Ave., with the approval to the proper authorities (June 11 P&W Meeting).
21. To grant a "Class B" Combination License for the 2018-2019 license year to Baker & Mac Arthur Inc. at 1605 University Ave., with the approval to the proper authorities (Currently WTF-Kim, Inc.). (June 11 P&W Meeting)
22. To grant a "Class B" Combination License to R&K Neil LLC at 708 Bodart St. for the 2018-2019 license year, with the approval of the proper authorities (currently Mc Neils GB LLC). (June 11 P&W Meeting)
23. To grant a "Class B" Combination license to SV2 LLC at 1911 University Ave. for the 2018-2019 license year, with the approval of the proper authorities (Currently Shannons Haystack LLC). (June 11 P&W Meeting)
24. To grant a "Class B" Combination License to Quilts and Beers LLC at 500 N. Baird St. for the 2018-2019 license year, with the approval of the proper authorities (currently JACB, LLC). (June 11 P&W Meeting)
25. To approve an appeal by Ricky Atkinson regarding the denial of his Public Vehicle Operator License. (June 11 P&W Meeting)
26. To approve the renewal applications for liquor and/or beer licensees for the 2018-2019 license year, with the approval of the proper authorities (attached). (June 11 P&W Meeting)
27. To receive and place on file the report from the Water Utility Department regarding the lead pipe removal project. (June 11 P&W Meeting)

28. To receive and place on file the Liquor Violation Report from the Police Department for June 11, 2018. (June 11 P&W Meeting)

O. Report of the Protection & Welfare Committee granting Operator Licenses.

1. Report of the Protection & Welfare Committee granting Operator Licenses.

P. Report of the Plan Commission (June 11, 2018).

1. To table the request to amend the previously approved Conditional Use Permit to allow a car wash in a Community Center Commercial (C3) District, located at 1053 Velp Avenue, to allow for comments from the Green Bay Fire Department.
2. To create a Planned Unit Development (PUD) at 320 S. Military Avenue/1600 Block Western Avenue, subject to the approval of the draft ordinance.
3. To authorize a Conditional Use Permit (CUP) for a two-family home in a Low Density Residential (R1) District at 246 Oxford Avenue, subject to the following conditions:
 - a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.
 - b. Compliance with the applicable Uniform Dwelling Code (UDC) building requirements related to a two-family dwelling.
4. To amend a Planned Unit Development (PUD) at 865 Lombardi Avenue, subject to the Planned Unit Development District Ordinance (PUD).
5. To enter into an agreement to complete a Safe Routes for Non-Drivers and Bicycle/Pedestrian Plan with Green Bay Area Public School District and Toole Design Group.
6. To amend the Green Bay Zoning Code Section 13-1911, adjusting the timeframe associated with expiration of Planned Unit Developments from one (1) year to five (5) years, subject to the draft ordinance.

Q. Report of the Finance Committee (June 12, 2018).

1. To approve the request by the Redevelopment Authority to borrow \$1,500,000.00 from the State Trust fund for the Neighborhood Enhancement fund.
2. To approve the request by the Law Department for allocation of additional funds in the amount of \$18,575.00 from the contingency fund.
3. To receive and place on file the report of the Claims Committee.
4. To receive and place on file the report of the Finance Director.

R. Report of the Park Committee (June 13, 2018).

1. To receive and place on file the request by Ald. Lefebvre for discussion on best practices the Parks, Recreation & Forestry Dept. implements for mulching and mowing.

2. To receive and place on file the request by Ald. Vanderleest to increase public communication on caring for diseased trees in Green Bay so residents are more informed on how to identify diseased trees and steps to get the City Forestry Department involved.
3. To receive and place on file the request by Ald. Vanderleest for an update on the fundraising for the 9-11 Memorial Monument next to the Neville Public Museum.
4. To direct staff to develop cost estimates for a few simple plaque designs listing all past Green Bay Council Presidents and dates served and bring back to Park Committee for discussion.
5. To approve the request by Wisconsin Public Service for a 12' wide gas easement on the west side of Danz Avenue, through the Wildlife Sanctuary property.
6. To receive and place on file the report by staff of expenses incurred to open Colburn Pool for the 2018 season.
7. To approve accepting a \$7,500 grant from the 2018 Wisconsin RPC and DNR Great Lakes Basin Tree Planting Grant Program.
8. To approve allowing staff to submit a \$50,000 Wisconsin Coastal Management grant application for the East River Trail engineering.
9. To approve the purchase of play equipment from Goric Inc. for \$13,904 for the Downtown Pocket Park.
10. To approve the purchase of an Electrical Scissor Lift from Sunbelt Rental for \$13,132.05.

S. Reports of the Personnel Committee (May 22, 2018 and June 12, 2018).

1. To approve request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Communications Technician - Public Works
 - b. Sewer Maintenance Worker (1 position) - Public Works (May 22 PC Meeting)
2. Informational only: Approved adoption of findings of fact and conclusions of law on Removal From Specialty Team or Assignment grievance. (May 22 PC Meeting)
3. To deny request by Ald. Wery to allow City Council members to be provided with printed agendas. (May 22 PC Meeting)
4. To approve request to fill new position of Erosion Control Specialist in Public Works and all subsequent vacancies resulting from internal transfers. (June 12 PC Meeting)
5. To direct staff to proceed as discussed in closed session on Bus Mechanic labor negotiations. (June 12 PC Meeting)

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

6. Informational Only: The Standards of Conduct/SRO Expectations grievance is denied and the findings of fact and conclusions of law will be made available at the next Personnel Committee meeting. (June 12 PC Meeting)

T. Report of the Public Arts Commission (May 23, 2018).

1. To approve the increase of work hours of the Public Arts Coordinator to better engage the arts community, create additional programs and commence fundraising.
2. To approve Ned Cain's Rotating Art Program application.
3. To receive and place on file the reevaluating of the Annual Grant Program for funding match.

U. Report of the Traffic, Bicycle, and Pedestrian Commission (May 21, 2018).

1. To refer to staff the request to consider doing a study to lower the speed limit on Church Road between Nicolet Drive and Bay Settlement Road.
2. To receive and place on file the request to install a speed bump across both lanes of East Shore Drive in front of Wildlife Sanctuary entrance and the sidewalk from Bay Beach Amusement Park.
3. To refer to staff the request to establish a NO PARKING EXCEPT BY RESIDENTIAL PERMIT zone on the north side of East Shore Circle.
4. To refer to staff the request to discuss safety measures similar to the crossing by the hospital on Webster Avenue, for students crossing University Avenue to the Boys and Girls Club.
5. To refer to staff the request to propose remedies to speeding on 9th Street, especially between Oneida Street and Military Avenue.
6. To refer to staff the request to review the intersection of 9th Street and Ridge Road for options to slow traffic or reconfigure.
7. To receive and place on file the request to implement a city-wide study of all Green Bay Public Schools for crosswalk enhancements and crossing guard placement.
8. To establish a I-WAY YIELD condition on Raccoon Berry Way at Indigo Bluff Drive and adopt by ordinance.

V. Report of the Economic Development Authority (June 11, 2018).

1. To direct staff to begin the planning process and feasibility of expanding the I-43 Business Center.

W. Report of the Ethics Board (June 14, 2018).

1. The minutes of the April 30, 2018 meeting were approved stating that in light of the recent election results and because of the specific provisions of the Code of Conduct related to elected officials, the Ethics Board moved that these proceedings be concluded without a decision being made on the grounds of the board no longer has authority to exercise jurisdiction over Mr. Zima since he is no longer an elected official.

X. Receive & Place on File.

1. Building Permit Report for May 2018.
2. Municipal Court Report for May 2018.

Y. Resolutions.

1. Resolution authorizing the filing and execution of Urbanized Area Formula Program Transit Operating and Capital Grant Application with the Department of Transportation, United States of America, under the Urban Mass Transportation Act of 1964, as amended.
2. Resolution authorizing conditional-use approval at 246 Oxford Avenue.
3. Resolution authorizing entering into agreement with Green Bay Area Public School District and Toole Design Group to create a Safe Route for Non-Drivers and Bicycle/Pedestrian Plan.
4. Resolution approving the Wisconsin Department of Natural Resources NR 208 - Compliance Maintenance Annual Report.
5. Resolution for Purchase and Sale of Real Estate for North Webster Avenue.
6. Resolution accepting Relocation Claims for North Webster Avenue.
7. Resolution ordering sidewalks reconstructed and issuing 60-day notices.

Z. Ordinances - First Reading.

1. General Ordinance 9-18. An ordinance creating Section 1.67 in Green Bay Municipal Code, relating to the sustainability commission.
2. Zoning Ordinance No. 9-18
An ordinance creating a Planned Unit Development (PUD) overlay district for properties located at 320 South Military Avenue and the 1600 Block of Western Avenue.
3. Zoning Ordinance No. 10-18
An Ordinance Amending the sign standards for an existing Planned Unit Development (PUD) located at 865 Lombardi Avenue.
4. General Ordinance No. 12-18
An ordinance amending Green Bay Municipal Code Section 13-1911 to amend the expiration of approval of Planned Unit Developments.
5. General Ordinance No. 11-18. An ordinance amending Section 29.307, Green Bay Municipal Code, relating to traffic regulations.

AA. Referral of Petitions & Communications.

BB. Adjournment.

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



Report to the Green Bay Plan Commission

MEETING DATE

June 19, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # J.1.

General Ordinance 10-18

An ordinance amending Green Bay Municipal Code Section 13-205(d)(1), to repeal regulation related to conditional use protest; Section 13-205(g), to amend regulation related to conditional use expiration; Section 13-404(b), to amend the provision requiring nonconforming lots be combined; and Sections 13-602, 13-702, 13-802 and 13-902, to amend conditional uses within various zoning districts (TA 18-02).

BACKGROUND

This report addresses staff's recommendation to amend the following sections of the Zoning Ordinance:

- A. 13-205(d)(1): Findings and Recommendations. Repeal the provision requiring a $\frac{3}{4}$ affirmative vote of Council to approve a Conditional Use permit protested if a protest against said CUP is registered.
- B. 13-205(g): Expiration of Conditional Use Approval. Amend language associated with the 12 month expiration of a CUP to require a renewal 12 months after approval;
- C. 13-404(b): Nonconforming Lots. Amend the provision that requires nonconforming lots to be combined before being used for a permitted use with condition that it not have structures situated over lot lines, and
- D. Land-Use Tables for Sections 13-602: Residential Districts, 13-702: Mixed-Use Districts, 13-802 Commercial Districts, and 13-902: Industrial Districts. Remove potentially adverse uses currently listed as Conditional Uses within multiple zoning districts.

Reason for Request: The Zoning Ordinance text amendments are necessary to bring the Ordinance into compliance with recently adopted 2017 Wisconsin Act 67 (Published November 28, 2017) as well as to adjust uses that are currently Conditional Uses but that have the potential for negative impact on the area and other uses in the district.

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan does not provide specific guidance regarding the proposed text amendments.

Analysis: 2017 Wisconsin Act 67, referred to as the "Homeowner Bill of Rights" was recently adopted. It makes various changes to the State Statutes related to zoning and land use with respect to how government jurisdictions may address substandard lots, merging lots, conditional use approvals, variances, nonconforming structures and private ponds (Attached please find 2017 Wisconsin Act 67). Staff reviewed the various components of the Bill and determined that multiple sections of our Zoning Ordinance need to be amended to bring the Ordinance into compliance with State Statutes as well as adjusting uses that are currently Conditional Uses. The recommended text amendments address conditional uses in the Residential, Mixed-Use, Commercial and Industrial Districts; approval and expiration of Conditional Use Permits; and regulation of substandard/nonconforming lots.

13-205(d)(1): Findings and Recommendations

The decision on the denial of Conditional Use Permits (CUP) is no longer permitted to be solely based on public testimony and must be based on substantial evidence (though testimony can be taken). This is in potential conflict with the Zoning Ordinance Section 13-205(d)(1) that requires a $\frac{3}{4}$ majority Council vote to approve a CUP if 20 percent of landowners “near” object to the CUP. Though it does not directly conflict with the Statute, it places “special weight” on public testimony. Staff recommends repealing this provision to alleviate the discrepancy as outlined below:

(d) Findings and recommendations. For each requested conditional use, the Plan Commission shall report to the Council its findings and recommendations, including the stipulations of additional conditions and guarantees that each condition will be complied with when they are deemed necessary for the protection of public interest.

~~(1) In case of a protest against the CUP, duly signed and acknowledged either by:~~

~~a. The owners of 20% or more of the land included in such proposed CUP;~~

~~b. The owners of 20% or more of the land immediately adjacent and extending 100 feet therefrom; or~~

~~c. The owners of 20% or more of the land directly opposite thereto, extending 100' from the street frontage of such opposite land, such CUP shall not become effective unless approved by a $\frac{3}{4}$ vote of the members of the Council.~~

13-205(g): Expiration of Conditional Use Approval

2017 Wisconsin Act 67 specifies that a CUP may remain in effect as long as the conditions upon which the permit was issued are followed. Our code, under Conditional Use Section 13-205(g), places a 12 month date to establish the CUP or it expires as well as a provision that if the CUP ceases operation for a 12 month period that it must seek re-approval. The Statute provides the ability of "a city, village, town, or county to impose conditions relating to the permit's duration, and the ability of the applicant to transfer or renew the permit, as well as any other additional, reasonable conditions specified in the relevant zoning ordinance or by the relevant zoning board". Staff proposes rephrasing portions of Section 13-205(g), requiring Plan Commission and Council review and approval of a CUP renewal, as detailed below:

13-205(g) ~~Expiration~~ **Renewal** of conditional use approval. If construction has not begun or if the conditional use has not been established within twelve (12) months of the approval date, the conditional use shall ~~expire~~ **be required to be renewed as outlined above**. Furthermore, if the use ceases to exist or ceases to be conducted for a period of twelve (12) consecutive months, conditional use approval shall ~~expire~~ **be required to be renewed as outlined above**.

13-404 (b): Nonconforming Lots

The Zoning Ordinance current regulation on nonconforming lots requires that they be combined/merged, if adjacent and under common ownership, before being able to be used for a permitted use. This regulation is in conflict with new State Statute which forbids any action that prohibits conveying or using a substandard lot as a building site as long as the lot was never developed with one or more of its structures placed partly upon an adjacent lot and that the substandard lot is developed to comply with all other ordinances of the political subdivision. Staff proposes replacing Section 13-404(b) as detailed below:

13-404. Nonconforming lots. A lot which does not comply with lot width or lot area requirements may nonetheless be used for a permitted use, provided that:

(a) The lot has been legally created.

~~(b) The lot is in separate ownership from abutting lands. If abutting lands are under the same ownership as the nonconforming lot, the contiguous parcels shall be replatted to meet minimum lot area and lot width requirements.~~

(b) The nonconforming (substandard) lot has not been developed with one or more of its structures placed partly on an adjacent lot.

(c) All structures comply with the setback, lot coverage, height, parking, access, and other requirements of the district insofar as practical, subject to the approval of the Zoning Administrator or, if appealed, the Zoning Board of Appeals.

Land-Use Tables for Sections 13-602: Residential Districts, 13-702: Mixed-Use Districts, 13-802 Commercial Districts, and 13-902: Industrial Districts

2017 Wisconsin Act 67 essentially makes CUPs permitted uses provided the applicant can meet code standards and/or mitigate any substantiated negative effects (burden of proof is on the City). This has prompted many local governments to consider what uses are listed as Conditional Uses in its zoning districts and removing potentially adverse uses as CUPs, thereby requiring zone change for them to be established. Rezoning is permitted to be reviewed and denied based on potential impacts and neighborhood opposition. Brief descriptions of affected zoning districts and the recommendation of staff are listed below:

13-602: Principal Uses in Residential Districts

R1-Low Density Residential: Single-family dwellings with two-family dwellings in limited numbers.

R2-Medium Density Residential: Single- and two-family dwellings, townhouses, and small multi-family buildings.

R3-Variety Density Residential: Moderate- to high-density attached and multifamily housing.

RR-Rural Residential: Large-lot development in areas not served by public utilities. Low Density Residential in areas served by public utilities.

Staff recommends removing the following uses as CUPs within the residential districts:

- Rooming house, boarding house from R-1 and R-2 Districts
- Community living arrangement (9-15 persons) from R-1 and R-2 Districts
- Dormitory from R-2 District
- Group daycare center, preschool (9+ children) from R-2 District
- Agriculture from R-1, R-2 and R-3 Districts
- Outdoor commercial recreation from R-1, R-2 and R-3 Districts

13-702: Principal Uses in Mixed Use Districts

OR-Office Residential: Transitional mixed-use district intended for edges of downtown or segments of commercial corridors where there is some development pressure to convert residential uses to offices.

NC-Neighborhood Center: Small neighborhood and transit-oriented commercial “nodes”.

D-Downtown: Downtown core permitting a full range of high-intensity retail, multifamily housing, office, entertainment, and civic uses.

Staff recommends removing the following uses as CUPs within the mixed use districts:

- Motel from D District
- Restaurant with drive-through from D District
- Building material sales from D District
- Firearms sales and service from D District
- Automobile rental from NC and D Districts
- Automobile sales – new or used from D District
- Carwash from NC and D Districts
- Surface parking lot (as principal use) from NC and D Districts

13-802: Principal Uses in Commercial Districts

C1-General Commercial: Primary commercial corridors for moderate-intensity retail, office, and service uses.

Outdoor display, storage, and/or sales, motor vehicle repair, and intensive or outdoor uses are discouraged.

C2-Highway Commercial: Commercial corridors for automobile-oriented businesses. Outdoor display, storage, and/or sales, motor vehicle repair, and intensive or outdoor uses are appropriate.

C3-Community Center Commercial: Major commercial districts for major traffic generators, such as shopping centers and “big box” retail establishments.

Staff recommends removing the following uses as CUPs within the commercial districts:

- Community living arrangement from C2
- Dormitory from C2

13-902: Principal Uses in Industrial Districts

LI-Light Industrial: Industrial activities in combination with limited commercial uses in older industrial corridors in medium-sized buildings with limited outdoor storage.

GI-General Ind: High-intensity industry in large structures with extensive outdoor storage and exterior mechanical or equipment operations.

BP-Bus. Park: Modern industry, research and development, office and commercial uses in a park-like environment with design standards.

Staff recommends removing the following use as CUPs within the industrial districts:

- Group daycare center, preschool (9 or more children) from LI

RECOMMENDATION

Approve Zoning Code Sections 13-205(d) (1); 13-205(g); 13-404(b); and land use tables of Sections 13-602 13-702, 13-802, and 13-902 as proposed subject to the draft ordinance.

FISCAL IMPACT

ATTACHMENTS

- I. GO 10-18 - Amending Chapter 13 of the Code relating to Conditional Use Permits_

GENERAL ORDINANCE NO. 10-18

AN ORDINANCE

AMENDING GREEN BAY MUNICIPAL CODE SECTION 13-205(d)(1), TO REPEAL REGULATION RELATED TO CONDITIONAL USE PROTEST; SECTION 13-205(g), TO AMEND REGULATION RELATED TO CONDITIONAL USE EXPIRATION; SECTION 13-404(b), TO AMEND THE PROVISION REQUIRING NONCONFORMING LOTS BE COMBINED; AND SECTIONS 13-602, 13-702, 13-802 AND 13-902, TO AMEND CONDITIONAL USES WITHIN VARIOUS ZONING DISTRICTS
(TA 18-02)

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

SECTION 1. Section 13-205(d)(1), Green Bay Municipal Code, is amended as follows:

13-205(d) Findings and recommendations. For each requested conditional use, the Plan Commission shall report to the Council its findings and recommendations, including the stipulations of additional conditions and guarantees that each condition will be complied with when they are deemed necessary for the protection of public interest.

~~(1) In case of a protest against the CUP, duly signed and acknowledged either by:~~

- ~~a. The owners of 20% or more of the land included in such proposed CUP;~~
- ~~b. The owners of 20% or more of the land immediately adjacent and extending 100 feet therefrom; or~~
- ~~c. The owners of 20% or more of the land directly opposite thereto, extending 100' from the street frontage of such opposite land, such CUP shall not become effective unless approved by a 3/4 vote of the members of the Council.~~

SECTION 2. Section 13-205(g), Green Bay Municipal Code, is amended as follows:

13-205(g) ~~Expiration~~ **Renewal** of conditional use approval. If construction has not begun or if the conditional use has not been established within twelve (12) months of the approval date, the conditional use shall ~~expire~~ **be required to be renewed as outlined above.** Furthermore, if the use ceases to exist or ceases to be conducted for a period of twelve (12) consecutive months, conditional use approval shall ~~expire~~ **be required to be renewed as outlined above.**

SECTION 3. Section 13-404(b), Green Bay Municipal Code, is amended as follows:

13-404. Nonconforming lots. A lot which does not comply with lot width or lot area requirements may nonetheless be used for a permitted use, provided that:

(a) The lot has been legally created.

~~(b) The lot is in separate ownership from abutting lands. If abutting lands are under the same ownership as the nonconforming lot, the contiguous parcels shall be replatted to meet minimum lot area and lot width requirements.~~

(b) The nonconforming (substandard) lot has not been developed with one or more of its structures placed partly on an adjacent lot.

(c) All structures comply with the setback, lot coverage, height, parking, access, and other requirements of the district insofar as practical, subject to the approval of the Zoning Administrator or, if appealed, the Zoning Board of Appeals.

SECTION 4. Section 13-602, Table 6-1, Green Bay Municipal Code, is amended as follows:

13-602. Principal uses for the residential districts.

Table 6-1. Principal Uses in the Residential Districts.

Use	District				Dev. Stds.
	R-1	R-2	R-3	RR	
Residential Uses					
Dwellings					
Single-family dwelling, detached	P	P	C	P	x
Two-family dwelling – duplex	C	P	P		x
Two-family dwelling - semi-detached	C	P	P		x
Single-family attached dwelling, townhouse	C	C	P	-	x
Multiple-family dwelling, three or four units	-	C	P	-	x
Multiple-family dwelling, more than four units	-	-	P	-	
Carriage-house	C	-	-	C	x
Live-work unit	C	C	C	P	x
Short-term rentals (STRs) (Cr. GO 20-16)	P	P	-	P	x
Congregate Living					
(Amd. GO 1-10; Amd. GO 10-18)					
Rooming house, boarding house	€ -	€ -	P	-	x
Community living arrangement:					
serving three to eight persons	P*	P*	P*	P*	x
serving nine to 15 persons	€ –	€ –	P*	-	x
serving 16 or more persons	-	-	C	-	x
Dormitory	-	€ -	C	-	x
Fraternity, sorority house	C	C	C	-	x
Convent, monastery, seminary	C	P	P	-	x
Nursing home, assisted living	-	-	C	-	x

GENERAL ORDINANCE NO. 10-18

PAGE 3

Transitional facility	-	-	C	-	
*A conditional-use permit may be required for Community Living Arrangement uses per the Development Standards (Section 13-1603)					
Educational Uses (Amd. GO 23-06)					
Adult daycare home	C	P	P	-	x
Family daycare home (8 or fewer children)	P	P	P	P	x
Group daycare center, preschool (9 or more children)	-	€ -	P	-	x
Institutional and Civic Uses					
Cemetery	C	C	C	P	
Community center, neighborhood center	C	C	C	-	x
Cultural institution	C	C	C	-	x
Library	C	P	P	-	x
Religious institution, place of worship	C	P	P	C	x
Public park, playground, recreation center	P	P	P	P	
Existing School, elementary or secondary* (Cr. GO 34-09)	C	C	C	-	x
Community Gardens (Cr. GO 10-15)	P	P	P	P	x
*”Existing” means those elementary and secondary schools existing and in operation prior to the effective date of the Zoning Code: August 19, 2006					
Commercial and Production Uses					
Bed and breakfast	C	C	P	C	x
Personal service (≤2,500 sq. ft in floor area)	C	C	C	-	x
General retail sales (≤2,500 sq. ft in floor area)	C	C	C	-	x
Outdoor commercial recreation	€ -	€ -	€ -	C	x
Agriculture	€ -	€ -	€ -	P	
Campground	-	-	-	P	x
Public Service and Utility Uses					
Public safety/service facility	P	P	P	P	x
Telecommunication tower, wireless comm. facility.	-	C	C	C	x
Utility buildings and substations	C	C	C	C	x

Note: P = Permitted Use; C = Conditional Use

SECTION 5. Section 13-702, Table 7-1, Green Bay Municipal Code, is amended as follows:

13-702. Principal uses for the mixed-use districts.

Table 7-1. Principal Uses in the Mixed-Use Districts

Use	OR	NC	D	Dev. Std.
...				
Commercial				
Accommodation and Food Service Uses				
Bed and breakfast	P	P	P	X
Hotel, inn	-	P	P	
Motel	-	-	C	
Restaurant,* not including drive-through	P	P	P	
Restaurant with drive-through	-	C	C -	X
Tavern, bar *	C	C	P	
Service businesses				
Personal service**	P	P	P	
Business service**	P	P	P	
Building maintenance, janitorial service	-	P	P	
Catering service	P	P	P	
Day labor agency	-	-	C	X
Funeral home	P	P	P	
Furniture and appliance rental and leasing	-	P	P	
Laundromat	-	P	P	
Printing and publishing establishment	-	P	P	
Small appliance repair service	P	P	P	
Tool/equipment rental facility	-	P	P	
Animal hospital, veterinary clinic	P	P	P	X
Animal grooming establishment	P	P	P	X
Retail Sales				
General retail sales **	C	P	P	
Building material sales	-	-	C -	
Contractor showroom	-	C	P	
Currency exchange	-	-	C	
Firearms sales and service	-	C -	P	X
Greenhouse, lawn and garden supply store	-	P	P	X
Pawnshop	-	-	C	
Secondhand goods store, consignment store	C	P	P	
Production, Processing, and Storage Uses (Cr. GO 6-12)				
Limited production and processing	-	-	C	X

Use	OR	NC	D	Dev. Stds.
Commercial Recreation and Entertainment				
Convention center	-	-	P	
Health club, fitness center	-	P	P	
Indoor recreation (bowling, billiards, etc.)	-	C	P	
Restaurant or bar with entertainment, nightclub*	-	-	C	
Theater, assembly hall	-	P	P	X
Vehicle services				
Automobile rental	-	C	C	X
Automobile sales—new or used	-	-	C	X
Carwash	-	C	C	X
Convenience store	-	C	C	X
Fueling/gas/service station	-	C	C	X
Motor vehicle repair, minor		C	C	X
Parking structure (principal use)	-	-	C	
Surface parking lot (principal use)	C	C	C	

Note: P = Permitted Use; C = Conditional Use

* Any establishment at which primarily alcoholic beverages are served must also meet the requirements of the Green Bay Municipal Code, Chapter 6 – Licenses & Permits.

** See definitions section for complete list of uses.

SECTION 6. Section 13-802, Table 8-1, Green Bay Municipal Code, is amended as follows:

13-802. Principal uses for the commercial districts.

Table 8-1. Principal Uses in the Commercial Districts

Use	C1	C2	C3	Dev. Stds.
...				
Residential Uses				
Congregate Living (Amd. GO 1-10)				
Community living arrangement	C	C	-	X
Dormitory	C	C	-	X
Nursing homes, assisted living	C	C	-	

Note: P = Permitted Use; C = Conditional Use

GENERAL ORDINANCE NO. 10-18
PAGE 6

SECTION 7. Section 13-902, Table 8-1, Green Bay Municipal Code, is amended as follows:

13-902: Principal Uses in Industrial Districts

Table 9-1. Principal Uses in the Industrial Districts

Use	LI	GI	BP	Dev. Std.
...				
Educational Uses				
School, specialty or personal instruction, etc.	C	-	C	x
Group daycare center, preschool (9 or more children)	C -	-	P	x

Note: P = Permitted Use; C = Conditional Use

SECTION 8. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 9. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this _____ day of _____, 2018.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

DB:js

5/15/18



Report to the Green Bay Plan Commission

MEETING DATE

June 19, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # J.2.

Zoning Ordinance 8-18

An ordinance creating a Planned Unit Development (PUD) Overlay District for 215 North Webster Avenue for the redevelopment of Whitney School and proposed townhomes (ZP 18-14).

BACKGROUND

Primary Address: 215 North Webster Avenue

Aldersperson/District: Ald. Randy Scannell/7

Reason for Request: To allow the redevelopment of the former Whitney School to residential dwelling units and the construction of townhomes along S. Van Buren Street and Pine Street.

Subject Parcel Zoning and Land Use: Office/Residential (OR) Vacant Whitney School and related parking areas.

Surrounding Zoning and Land Uses:

North: General Commercial (C1) Commercial/CVS Pharmacy

South: Office/Residential (OR) Residential

East: Office/Residential (OR) Residential

West: Office/Residential (OR) Residential

Comprehensive Plan: The 2022 Smart Growth Comprehensive Plan designates this area as High Intensity Residential, Office or Housing (HIROH). The proposed uses area is consistent with the recommendations of the Comprehensive Plan.

Analysis: The property owner/developer, Whitney School Development, LLC., is proposing to create a total of 23 units in the former Whitney School building and construct a total of 12 townhomes that front along both S. Van Buren Street and Pine Street. Of the 12 units, three (3), three-unit townhomes will be built along S. Van Buren Street and one (1), three-unit townhome along Pine Street. The developer plans to create two separate lots, one for the former Whitney School building and a second for the townhomes.

There are two curb cuts on Pine Street and one on Cherry Street for access to the site; there is no access from S. Van Buren Street. An internal drive will connect the townhomes and the school with a private drive loop on site that connects the two parcels. An internal central green space is located directly to the rear of the school building which is shared by the loft apartment residents as well as townhome residents. The two-story townhomes are setback approximately 5 ft. from the right-of-way and have attached garages to the rear of each unit. Construction and redevelopment of the site is planned for the fall of 2018.

The Planning Staff has prepared a draft PUD ordinance and is attached within this agenda packet. The PUD address three deficiencies in which the developer was not able to comply with within the current OR zoning standards: The OR district requires a 60/40 mix of impervious to pervious coverage, the development is being allowed to have a 75/25 balance. As a whole, the site would be compliant; however, the future land division reduces the green space for the proposed townhome site.

The setbacks for residential properties within the OR district require a 15 ft. setback. The PUD permits a reduction to 5 ft. which is similar to townhomes in the block to the north as part of the Whitney Park townhomes. Finally, the proposed townhomes are short four parking spaces under the current requirement of two spaces per unit. Staff is recommending that 20 spaces are allowed, all within an enclosed garage.

Ald. R. Scannell and adjacent property owners have been notified of the request. Staff received no inquiries regarding this request as of the drafting of this report. Staff is recommending approval of the request subject to the draft PUD.

RECOMMENDATION

Approval of the request, subject to the draft PUD.

FISCAL IMPACT

ATTACHMENTS

1. ZO 8-18 Creating a PUD 215 North Webster Avenue
2. ZO_8-18_ZPI8-14_Map-PUD
3. Exhibits A-D scanned

ZONING ORDINANCE NO. 8-18

AN ORDINANCE CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR 215 NORTH WEBSTER AVENUE FOR THE REDEVELOPMENT OF WHITNEY SCHOOL AND PROPOSED TOWNHOMES (ZP 18-14)

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

SECTION 1. Section 13-108, 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 properties:

Legal Description: PLAT OF NAVARINO LOTS 496, 497, 498, 565, 566 & 567 & E1/2 OF VAC ALLEY IN 2797289 ADJ
Tax Parcel: 9-112

Legal Description: LOT 2 OF VOLUME 10 CSM, PAGE 155 BEING ALL OF LOT 2 VOLUME 7 CSM, PAGE 171, MAP NO. 1737 BNG PRT OF LOTS 562,563 & 564 PLAT OF NAVARINO & W1/2 OF VAC ALLEY IN 2797289 ADJ
Tax Parcel: 9-116-2

Legal Description: NAVARINO PLAT S 1/2 OF LOT 501
Tax Parcel: 9-115

Legal Description: NAVARINO PLAT N 1/2 OF LOT 501
Tax Parcel: 9-115-A

Legal Description: NAVARINO PLAT LOT 500 & SLY 35 FT OF LOT 499 & W1/2 OF VAC ALLEY IN 2797289 ADJ
Tax Parcel: 9-114

Legal Description: NAVARINO PLAT LOT 499 EX SLY 35 FT & W1/2 OF VAC ALLEY IN 2797289 ADJ
Tax Parcel: 9-113

SECTION 2. Pursuant to Section 13-1900, et seq., 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 permit the reuse of the former Whitney School for the development of residential units and the construction of townhomes along South Van Buren Street and Pine Street. The PUD is intended to assist in blending the former historic school building with the proposed townhomes and balance with the existing neighborhood. The overall appearance and design of the site shall comply with the attached Exhibits.

B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:

1. 23 residential units as part of the Whitney School redevelopment.
2. A 12 total townhomes as reflected on Exhibits A & B.
3. All other proposed uses are subject to review and consent by the Community Development Review Team (CDRT).

C. Dimensional and Area Requirements. Dimensional and area requirements for principle structures on the subject property shall be required as follows:

1. Whitney School: Setback, Height & Impervious Coverage :

- a. Front yard (North Webster Avenue): 15 feet.
- b. Corner side yard setbacks (Pine Street/Cherry Street): 15 feet.
- c. Rear: 0 feet
- d. Interior side yard: 2.5 feet
- e. Principal buildings shall not exceed 50 feet in height.
- f. Accessory structures shall not exceed 16 feet in height.
- g. The site shall not exceed 65% impervious coverage.

2. Townhomes: Setback, Height & Impervious Coverage :

- a. Front yard & corner side yard: (South Van Buren Street & Pine Street): 3.5 feet.
- b. Rear: 0 feet
- c. Side: 10 feet along the southern property line of the townhomes.
- d. Principal buildings shall not exceed 35 feet in height.
- e. The site shall not exceed 80% impervious coverage.

D. Architecture. All building elevations shall generally comply with Exhibit B and subject to the following requirements:

1. Four-sided design. All sides of the building shall include materials and design characteristics similar to and compatible with those on the front. Front building facades shall contain windows at the ground floor or first floor in order to create visual interest.
2. Building materials. All building facades shall be designed to provide consistency with the surrounding residential neighborhood, and materials must have a greater life than 20 years.

ZONING ORDINANCE NO. 8-18

Page 3

- E. Lighting. All lighting on the subject property shall be regulated as set forth in Section 13-523 and 13-526, Green Bay Municipal Code.
- F. Signage. All signage for the current project shall be regulated shall be constructed and in compliance with Chapter 13-2004 and 13-2007, Green Bay Municipal Code. A ground-mounted sign is permitted to front North Webster Avenue per Exhibit D.
- G. Site Plan Review & Standards
 - 1. A site plan shall be submitted and reviewed per Chapter 13-1800, Green Bay Municipal Code and is compliant with Exhibit A.
 - 2. All service, loading and refuse areas shall be screened per Chapter 13-1813, Green Bay Municipal Code but, may not encroach closer than 20 feet to a public right-of-way/walkway.
 - 3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Chapter 13-1815, Green Bay Municipal Code.
- H. Parking/Pedestrian Access.
 - 1. All parking shall be regulated as required in Chapter 13-1700, Green Bay Municipal Code. Townhomes are required a total of 20 parking spaces all contained within an enclosed garage.
 - 2. Pedestrian access shall be provided from all public streets adjoining the development and connected via an internal pedestrian network to the primary entrance of the principal buildings.
- I. Landscaping/Transitional Yard. A detailed landscape plan shall be submitted identifying the type and placement of all existing and proposed plant materials, compliant with Exhibit C.
- J. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 30, Green Bay Municipal Code.
- K. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.
- L. Compliance with all related historic preservation measures as required by Federal, State of Wisconsin requirements as well as advisory review by the Green Bay Historical Preservation Committee.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and

ZONING ORDINANCE NO. 8-18

Page 4

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.

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 Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2018.

APPROVED:

Mayor

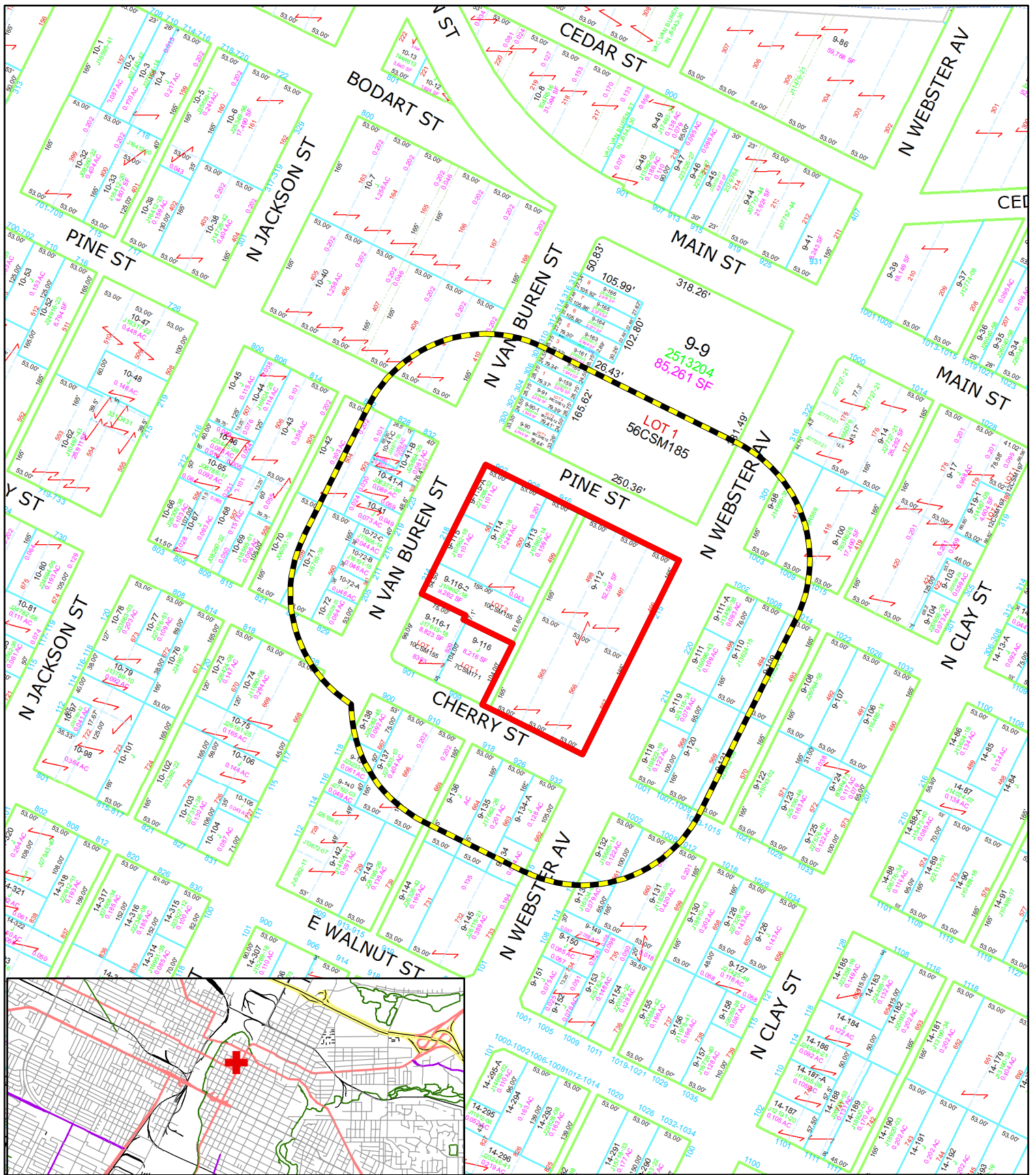
ATTEST:

Clerk

PN:js

Attachments: Exhibit A - Conceptual Site Plan
Exhibit B - Conceptual Building Perspective-Townhomes
Exhibit C –Conceptual Landscape Plan
Exhibit D - Proposed ground-mounted signage
Map

05/15/18



- Subject Area
- 200' Property Owner Notice



0 5,000 10,000
Feet

Zoning Petition (ZP 18-14)
Proposed Planned Unit Development (PUD) -
215 North Webster Avenue

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 PN



VIEW 1-VIEW FROM CHERRY ST. AND N. VAN BUREN ST.



VIEW 2-VIEW FROM PINE ST. AND N. VAN BUREN ST.

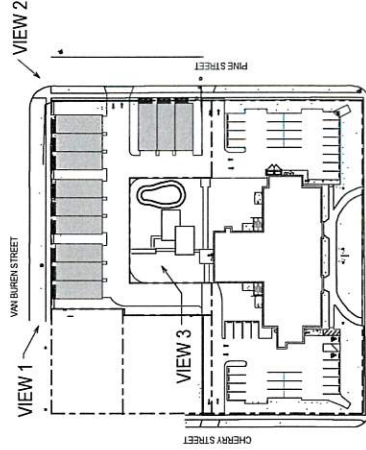
EXHIBIT B

NOTES:

- 1 STANDING SEAM PITCHED METAL ROOF: DARK NEUTRAL COLOR, APPROX. 26" HIGH FROM STREET LEVEL
- 2 VINYL CLAPBOARD SIDING, TYP.: 4" HIGH ON ALL FOUR SIDES: DARK NEUTRAL COLOR
- 3 VINYL CLAPBOARD SIDING 4" HIGH TYP. AT FIRST FLOOR PROJECTED VOLUMES: WARM NEUTRAL COLOR
- 4 METAL PANEL DEMISING WALL BETWEEN TOWNHOME UNITS: DARK NEUTRAL COLOR
- 5 WOOD SLAT END WALL AT CORNER TOWNHOME UNITS
- 6 FRONT ENTRY STOOP WITH RECESSED ENTRY DOOR, TYP.
- 7 METAL GUARDRAIL WITH BLACK STEEL SUPPORTS AND STAINLESS STEEL CABLE RAILING AT ALL BALCONIES
- 8 VINYL CASEMENT WINDOWS, TYP.: DARK NEUTRAL COLOR
- 9 VINYL PATIO DOOR AT CORNER TOWNHOME UNITS
- 10 5' SETBACK AND LANDSCAPE BUFFER, TYP.
- 11 EXISTING CONCRETE SIDEWALK
- 12 2" X 2" WOOD DECKING AT ALL BALCONIES



VIEW 3-VIEW OF INTERIOR COURTYARD LOOKING TOWARDS THE TOWNHOMES



KEY SITE PLAN

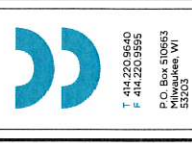


SCALE	VARIABLES
PROJECT NUMBER	170103.02
SET TYPE	PUD SUBMITTAL
DATE	4-30-2018
ISSUED	
SHEET NUMBER	EXH-6.2

ITEM 6 - TOWNHOME ELEVATIONS
215 N. WESTER AVE GREEN BAY, WI 53001
WHITNEY SCHOOL HISTORICAL REHAB & TOWN HOMES

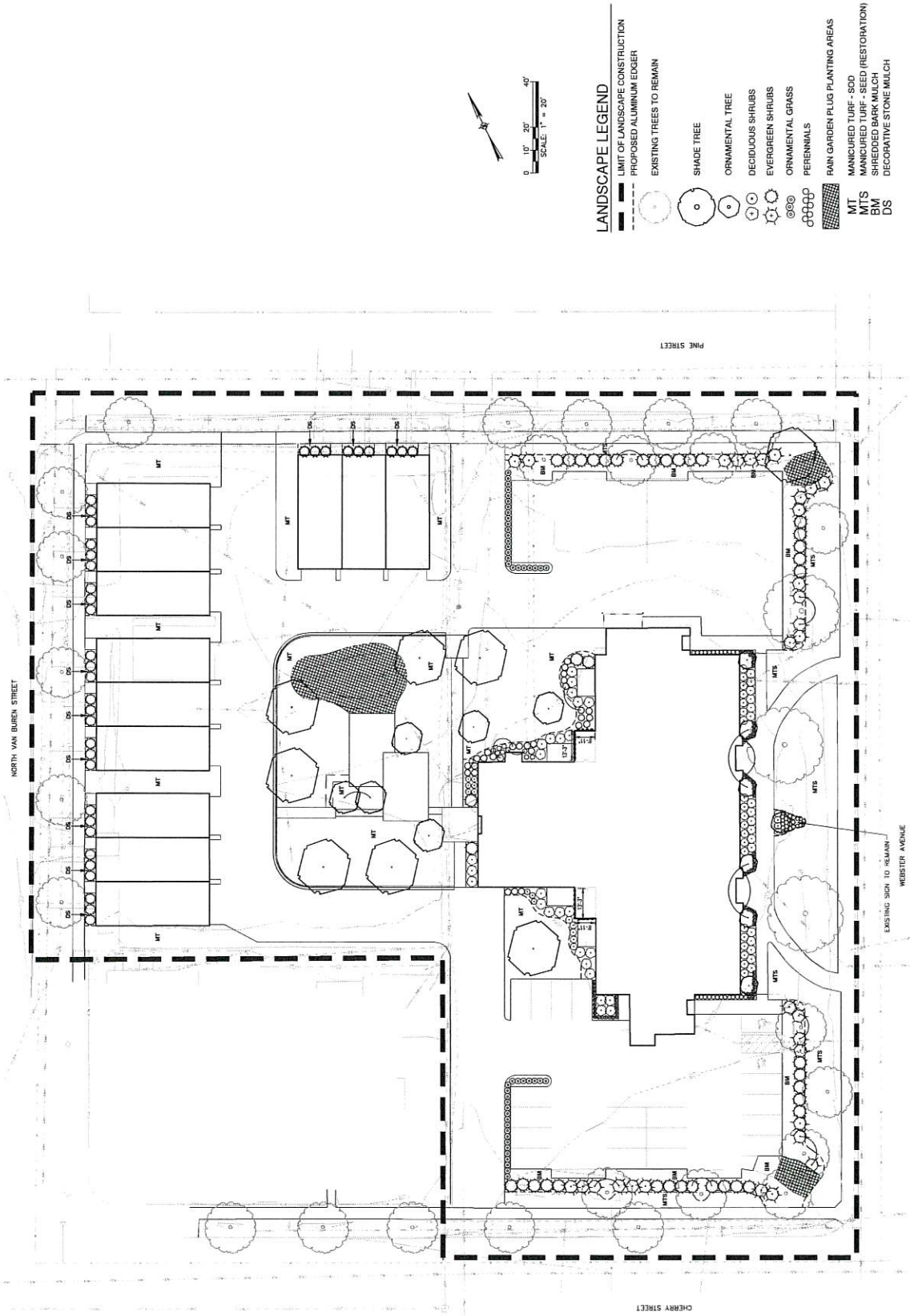
PUD SET

CONTRACTANTS



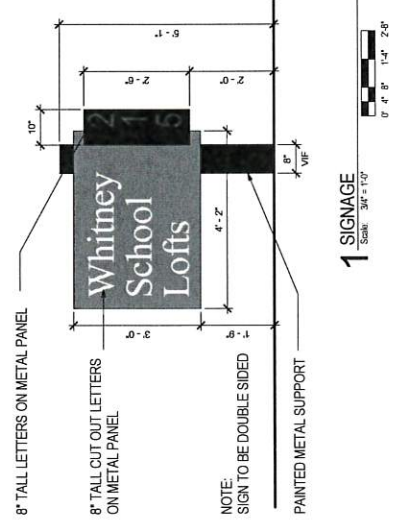
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414.220.3395
P.O. Box 51063
Green Bay, WI
54302-0633

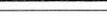
EXHIBIT C



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T 414.220.9660 F 414.220.9995 P.O. Box 510063 Madison, WI 53703	
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SHEET TITLE WHITNEY SCHOOL HISTORIC REHAB WEBSTER AVE, GREEN BAY, WI	
LANDSCAPE PLAN AND SCHEDULE	
REVISED	
SCALE	VARIES
PROJECT NUMBER	181102
DATE	4-26-2018
ISSUED	4-26-2018
SHEET NUMBER	EXH-8

A photograph of a large, multi-story brick building, likely a school or institutional structure, viewed from a low angle. The building has multiple windows and a prominent entrance area. A paved road or driveway runs alongside the building.



 T 414.229.5640 F 414.220.8698 P.O. Box 510663 Milwaukee, WI 53203	CONTRACT	WHITNEY SCHOOL HISTORICAL REHAB & TOWN HOMES	PUD SET	215 N. WESTERN AVE. GREEN BAY, WI 54301	ITEM & 11 - MARTINE SCHOOL ELEVATIONS & SIGN ELEVATION
				215 N. WESTERN AVE. GREEN BAY, WI 54301	ITEM & 11 - MARTINE SCHOOL ELEVATIONS & SIGN ELEVATION
SCALE	VARIABLES	PROJECT NUMBER	PROJ 002	SET TYPE	PUD SUBMITTAL
DATE	4-30-2018	SHEET NUMBER	EXH-6.1	DATE	4-30-2018



Report to the Green Bay Plan Commission

MEETING DATE

June 19, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # J.3.

Miscellaneous Ordinance I-18

An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay to amend the Future Land Use of property located at 1060 Gray Court from Commercial and General Industrial to Medium and High Density Housing (CPA 18-01).

BACKGROUND

Primary Address: 1060 Gray Court

Aldersperson/District: Ald. Randy Scannell/7

Reason for Request: This Comprehensive Plan Amendment is proposed to allow the development of an apartment campus off Gray Court.

Subject Parcel Zoning and Land Use:

Subject Property: General Industrial (GI). The property is currently undeveloped.

Surrounding Zoning and Land Uses:

North: General Industrial (GI) / Warehousing

South: General Industrial (GI) / Manufactured home sales and a Single -family home

East: General Industrial (GI) / Auto sales and Telecommunications

West: General Industrial (GI) / Warehousing and Open trailer storage

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends commercial uses on the eastern half of the property and general industrial uses on the western half of the property. The applicant is requesting Medium and High Density Housing land use for a large portion of the subject site. The Comprehensive Plan provides the following definitions for the current recommended land uses:

Commercial land use: Businesses providing retail trade or services for individuals or businesses.

General Industry land use: Industry that involves railroad service, heavy truck traffic, extensive outdoor storage, noise or odors, and the handling of raw materials. It also includes railroad yards, outdoor truck parking, the power plant and the sewage treatment plant.

Medium and High Density Housing land use: Townhouses. 4-, 6- and 8-unit buildings with individual exterior entrances, and all forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and nonresidential land uses, and at high-amenity locations such as the greenways or parkways. The density is expected to be greater than 8 housing units per net acre.

The Velp Avenue Areawide Plan (VAAP) was adopted in 2017 as a supplement to the Comprehensive Plan.

Its purpose is to support existing uses along Velp Avenue and proactively forecast how the corridor could transition in the future. This corridor plan covers approximately two miles between Military Avenue and Mather Street and includes multiple “Transformative Opportunity” sites. One of these sites (Transformative Site #4) encompasses the eastern portion of the land area involved in this Comprehensive Plan Amendment request and designates it as appropriate for commercial or mixed-use land uses.

Analysis: This request is in response to the proposed development of a multiple-family apartment campus consisting of six, 12 unit-apartment buildings (72 units) on a portion of 1060 Gray Court. The property at 1060 Gray Court is currently vacant land situated approximately 250 ft. north of Velp Avenue between N. Buchanan Street on the west and Gray Court and Atkinson Drive on the east. Warehousing and industrial uses are located to the west and north; automobile sales and a telecommunication hub to the east; and manufactured home sales and a single family home to the south. The entire area, including the subject land area, is currently zoned General Industrial (GI) with the low-density residential neighborhood across Velp Avenue being a mix of Low Density Residential (R-1), Varied-Density Residential (R-3) and Office-Residential (OR) zoning.

In order to establish the proposed multi-family development, the Comprehensive Plan needs to be amended to the Medium and High Density Housing land use. Following the proposed Comprehensive Plan amendment, the subject area will need be rezoned to Varied Density Residential (R-3) zoning district followed by site plan review and approval. Though they are not binding on this request, a narrative and conceptual site plan have been provided by the applicant and are attached within this agenda packet.

The Velp Avenue Areawide Plan (VAAP) designates the eastern portion of the land involved in this request as Transformative Site #4 and appropriate for commercial or mixed-use land uses. This land use designation change would slightly impact the area available for future commercial or mixed use development. However, as outlined in the petitioner’s narrative, they have attempted to retain space sufficient for future redevelopment efforts by aligning drive access to allow future vacation of Gray Court, provide approximately 250 ft. of depth along the Velp Avenue frontage and leaving 1.11 acres of their parcel unimproved and available for potential lot consolidation with adjacent properties. The petitioner has also indicated that they believe the addition of a new housing product and the addition of 72 units will help to further the objectives of the VAAP by enhancing the desirability of surrounding lands for commercial uses. Lastly, the narrative includes a comparison of other commercial developments to demonstrate that there will remain space for development of retail at the corner of Velp Avenue and Atkinson Drive.

The Smart Growth 2022 Comprehensive Plan establishes the following review criteria for periodic amendments:

1. The change is consistent with the goals and objectives or other elements of Smart Growth 2022.

The proposed change is not a similar land use to adjoining properties as the area is predominately industrial with commercial potential. However, the Comprehensive Plan includes direction for compact redevelopment that is transit oriented over fringe growth (Land Use Objective/Goal); includes desire for access to I-43 and proximity to commercial/service activity centers (Transportation Objective/Goal); and encourages a broad range of housing choice and diversity (Neighborhood and Housing Objective/Goal). Medium and High density housing land uses at the proposed location is not contradictory to these objectives/goals as it would allow residential in-fill within the Urban Service District, is on the transit line (stop on corner of Velp and Gray), is in close vicinity to the I-43 interchange and convenience services across Velp Avenue, and will provide a housing option not currently offered in this this area.

2. The change does not create an adverse impact on public facilities and services that cannot be mitigated. Public facilities and services include roads, sewers, water supply, drainage, schools, police, fire and parks.

The proposed development is located within the Urban Service Area and there are no significant issues relative to services or facilities. Access to the proposed residential development will line up, as much as possible, with the north-south alignment of Gray Court, thereby allowing the potential vacation of the west-east leg of Gray Court and its incorporation into a viable future commercial development area at the northwest corner of Velp Avenue and Atkinson Drive. Additionally, the proposed area is located 1/3 mile from Atkinson Park and 1/2 mile from Fort Howard Park.

3. Development resulting from the change does not create an undue impact on surrounding properties. Such development should be consistent with the physical character of the surrounding neighborhood or would upgrade and improve its viability.

The proposed residential use will need to be buffered from the existing higher intensity industrial and commercial uses surrounding it. This can be accomplished through sensitive site design and landscaping. Once the residential land use classification and zoning are established, any surrounding future industrial or commercial development will need to incorporate transitional yard buffers as part of their project(s). Concern has been expressed that traffic will increase at the Velp Avenue and Gray Court intersection. While it is true that traffic will increase as a result of vacant lands being developed as residential, volumes will likely be similar or less than those that could be attributable to commercial and industrial uses now permitted and be concentrated to early morning and late afternoon rather than being constant throughout the day.

4. The change allows a more viable transition to the planned uses on adjacent properties than the current land use.

There will not be a better transition of uses between the proposed residential use and the current industrial uses. The residential use; however, is much more in-line and supportive of anticipated commercial uses to the south and east and is much more likely to act as an impetus for complimentary commercial redevelopment along Velp Avenue.

5. The change does not have a significant adverse impact on the natural environment including trees, slopes, and groundwater, or the impact could be mitigated by improvements on the site or in the same vicinity.

There are no anticipated environmental impacts.

6. There is a change in City policies or neighborhood characteristics that would justify a change.

The adoption of the Velp Avenue Areawide Plan this past June has identified the Velp Avenue and Atkinson Drive intersection area as suitable for commercial and mixed use development. This policy change from the comprehensive plans industrial use recommendation may support the requested change as residential land uses will help support the existing and desired commercial uses.

7. The change corrects an error made in the original plan.

Not applicable. There was no error in the original plan. The proposed change is reflective of changing market forces and more extensive and thorough corridor planning.

8. There is a community or regional need identified in the Comprehensive Plan for the proposed land use or service.

The Comprehensive Plan has identified the need for diversity of housing choices and in-fill versus greenfield development. The land use change to medium-high density residential meets these objectives and provides a particular lifestyle on the near northwest side of the city that is currently lacking between the Village of

Howard on the west and Broadway on the east.

9. The change helps the City meet its life-cycle and affordable housing goals.

Not applicable. The proposed land use change does not specifically address the affordability of housing.

10. The change does not adversely impact any landmarks or other historically significant structures or properties unless mitigated through relocation, commemoration or dedication.

There are no known landmarks.

From a land use perspective, the proposed use of medium and high density residential does not necessarily propose a more intensive land use when compared to commercial or general industrial uses. However, the proposed use may be incompatible with the existing industrial and outdoor storage uses within the area. This may be a “chicken or the egg” scenario in that the residential uses can be very compatible and complimentary to retail, service, convenience and entertainment commercial uses anticipated by the Velp Avenue Area-wide Plan but these are not yet established.

Area retained for future commercial or mixed use at the corner of Velp and Atkinson equates to approximately 7.87 acres with 500 ft. of Velp Ave frontage; however, 3.2 acres is likely unusable due to the presence of wetlands and associated buffers. This leaves approximately 4.68 acres of usable space for future commercial or mixed use redevelopment. To analyze if this land area will be sufficient, below is a comparison of lot areas utilized for a variety of commercial developments within the city:

Woodman's (Duck Creek Parkway) – 18 acres with 825 ft. frontage
Festival Foods (University) - 6.3 acres with 330 ft. frontage
Festival Foods (West Mason) - 6.5 acres with 570 ft. frontage
Toys R' Us (West Mason) – 5.5 acres with 340 ft. frontage
Pick N Save (Lombardi) – 5 acres with 450 ft. frontage
Webster Avenue Market – 4.2 acres with 540 ft. frontage
University Ave Market – 2.5 acres with 410 ft. frontage
Walgreens (East Main) – 2.4 acres with 375 ft. frontage
Aldi's (Western) – 2 acres with 350 ft. frontage

While the removal of area for medium-high density residential land use reduces that available lands for commercial and mixed use redevelopment envisioned by the VAAP, it does not eliminate the potential for a multitude of uses of varying scales and does not necessitate an amendment to the VAAP.

The fundamental question for this request is whether medium and high density residential uses are appropriate for this location. Staff believes that the proposed land use change is not inconsistent with the goals and objectives of the Smart Growth 2022 Comprehensive Plan, does not create overly adverse impacts, and will provide diversity of housing choices within the northwest side of the city. The addition of residential units in the area may also support and encourage future commercial development within the Velp/Atkinson area and the Velp Avenue corridor.

The Public Participation Plan for Periodic Comprehensive Plan Amendments has been followed for this request. Notice has been provided of the public hearings for both the Plan Commission and the Common Council. The applicant has conducted two neighborhood meetings to gain input from the neighbors, neighborhood associations and area property owners. Additionally, property owners were noticed of the Public Hearing and action item per the standard notification process of the Plan Commission Rules & Policies. Ald. Randy Scannell, Ald. Mark Steuer, the VAAP Steering Committee members, Mather Heights Neighborhood Association, and Perkins Park Neighborhood Association were also noticed.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. MO I-18 - Amend Smart Growth 2022 Comp Plan for Property Located at 1060 Gray Court
2. MO_I-18_CPA 18-01_Map

MISCELLANEOUS ORDINANCE NO. 1-18

**AN ORDINANCE
ADOPTING AN AMENDMENT TO
THE SMART GROWTH 2022 COMPREHENSIVE PLAN
OF THE CITY OF GREEN BAY
TO AMEND THE FUTURE LAND USE OF
PROPERTY LOCATED AT 1060 GRAY COURT
FROM COMMERCIAL AND GENERAL INDUSTRIAL
TO MEDIUM AND HIGH DENSITY HOUSING
(CPA 18-01)**

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

WHEREAS, the Plan Commission of the City of Green Bay, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending the Common Council adopt Comprehensive Plan Amendment CPA 18-01; and

WHEREAS, the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of §66.1001(4)(d), Wis. Stats. 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. 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.

SECTION 2. The Common Council does hereby enact this ordinance to formally adopt Comprehensive Plan Amendment CPA 18-01 pursuant to §66.1001(4)(c), Wis. Stats. A copy of the comprehensive plan amendment is attached to this ordinance.

MISCELLANEOUS ORDINANCE NO. 1-18

PAGE 2

SECTION 3. This ordinance shall take effect upon passage by a majority of the members-elect of the Common Council and publication as required by law.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2018.

APPROVED:

Mayor

ATTEST:

Clerk

js

Attachment – Comprehensive Plan Amendment (Map)

5/15/18



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # K.I.

General Ordinance No. 8-18

An ordinance creating section 8.16, relating to the practice of massage or bodywork therapy requiring state licensing.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT - G0 8-18 Create Section 8 (3)



Report to the Green Bay Plan Commission

MEETING DATE

June 19, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # K.2.

General Ordinance 10-18

An ordinance amending Green Bay Municipal Code Section 13-205(d)(1), to repeal regulation related to conditional use protest; Section 13-205(g), to amend regulation related to conditional use expiration; Section 13-404(b), to amend the provision requiring nonconforming lots be combined; and Sections 13-602, 13-702, 13-802 and 13-902, to amend conditional uses within various zoning districts (TA 18-02).

BACKGROUND

This report addresses staff's recommendation to amend the following sections of the Zoning Ordinance:

- A. 13-205(d)(1): Findings and Recommendations. Repeal the provision requiring a $\frac{3}{4}$ affirmative vote of Council to approve a Conditional Use permit protested if a protest against said CUP is registered.
- B. 13-205(g): Expiration of Conditional Use Approval. Amend language associated with the 12 month expiration of a CUP to require a renewal 12 months after approval;
- C. 13-404(b): Nonconforming Lots. Amend the provision that requires nonconforming lots to be combined before being used for a permitted use with condition that it not have structures situated over lot lines, and
- D. Land-Use Tables for Sections 13-602: Residential Districts, 13-702: Mixed-Use Districts, 13-802 Commercial Districts, and 13-902: Industrial Districts. Remove potentially adverse uses currently listed as Conditional Uses within multiple zoning districts.

Reason for Request: The Zoning Ordinance text amendments are necessary to bring the Ordinance into compliance with recently adopted 2017 Wisconsin Act 67 (Published November 28, 2017) as well as to adjust uses that are currently Conditional Uses but that have the potential for negative impact on the area and other uses in the district.

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan does not provide specific guidance regarding the proposed text amendments.

Analysis: 2017 Wisconsin Act 67, referred to as the "Homeowner Bill of Rights" was recently adopted. It makes various changes to the State Statutes related to zoning and land use with respect to how government jurisdictions may address substandard lots, merging lots, conditional use approvals, variances, nonconforming structures and private ponds (Attached please find 2017 Wisconsin Act 67). Staff reviewed the various components of the Bill and determined that multiple sections of our Zoning Ordinance need to be amended to bring the Ordinance into compliance with State Statutes as well as adjusting uses that are currently Conditional Uses. The recommended text amendments address conditional uses in the Residential, Mixed-Use, Commercial and Industrial Districts; approval and expiration of Conditional Use Permits; and regulation of substandard/nonconforming lots.

13-205(d)(1): Findings and Recommendations

The decision on the denial of Conditional Use Permits (CUP) is no longer permitted to be solely based on public testimony and must be based on substantial evidence (though testimony can be taken). This is in potential conflict with the Zoning Ordinance Section 13-205(d)(1) that requires a $\frac{3}{4}$ majority Council vote to approve a CUP if 20 percent of landowners “near” object to the CUP. Though it does not directly conflict with the Statute, it places “special weight” on public testimony. Staff recommends repealing this provision to alleviate the discrepancy as outlined below:

(d) Findings and recommendations. For each requested conditional use, the Plan Commission shall report to the Council its findings and recommendations, including the stipulations of additional conditions and guarantees that each condition will be complied with when they are deemed necessary for the protection of public interest.

~~(1) In case of a protest against the CUP, duly signed and acknowledged either by:~~

~~a. The owners of 20% or more of the land included in such proposed CUP;~~

~~b. The owners of 20% or more of the land immediately adjacent and extending 100 feet therefrom; or~~

~~c. The owners of 20% or more of the land directly opposite thereto, extending 100' from the street frontage of such opposite land, such CUP shall not become effective unless approved by a $\frac{3}{4}$ vote of the members of the Council.~~

13-205(g): Expiration of Conditional Use Approval

2017 Wisconsin Act 67 specifies that a CUP may remain in effect as long as the conditions upon which the permit was issued are followed. Our code, under Conditional Use Section 13-205(g), places a 12 month date to establish the CUP or it expires as well as a provision that if the CUP ceases operation for a 12 month period that it must seek re-approval. The Statute provides the ability of "a city, village, town, or county to impose conditions relating to the permit's duration, and the ability of the applicant to transfer or renew the permit, as well as any other additional, reasonable conditions specified in the relevant zoning ordinance or by the relevant zoning board". Staff proposes rephrasing portions of Section 13-205(g), requiring Plan Commission and Council review and approval of a CUP renewal, as detailed below:

13-205(g) ~~Expiration~~ **Renewal** of conditional use approval. If construction has not begun or if the conditional use has not been established within twelve (12) months of the approval date, the conditional use shall ~~expire~~ **be required to be renewed as outlined above**. Furthermore, if the use ceases to exist or ceases to be conducted for a period of twelve (12) consecutive months, conditional use approval shall ~~expire~~ **be required to be renewed as outlined above**.

13-404 (b): Nonconforming Lots

The Zoning Ordinance current regulation on nonconforming lots requires that they be combined/merged, if adjacent and under common ownership, before being able to be used for a permitted use. This regulation is in conflict with new State Statute which forbids any action that prohibits conveying or using a substandard lot as a building site as long as the lot was never developed with one or more of its structures placed partly upon an adjacent lot and that the substandard lot is developed to comply with all other ordinances of the political subdivision. Staff proposes replacing Section 13-404(b) as detailed below:

13-404. Nonconforming lots. A lot which does not comply with lot width or lot area requirements may nonetheless be used for a permitted use, provided that:

(a) The lot has been legally created.

~~(b) The lot is in separate ownership from abutting lands. If abutting lands are under the same ownership as the nonconforming lot, the contiguous parcels shall be replatted to meet minimum lot area and lot width requirements.~~

(b) The nonconforming (substandard) lot has not been developed with one or more of its structures placed partly on an adjacent lot.

(c) All structures comply with the setback, lot coverage, height, parking, access, and other requirements of the district insofar as practical, subject to the approval of the Zoning Administrator or, if appealed, the Zoning Board of Appeals.

Land-Use Tables for Sections 13-602: Residential Districts, 13-702: Mixed-Use Districts, 13-802 Commercial Districts, and 13-902: Industrial Districts

2017 Wisconsin Act 67 essentially makes CUPs permitted uses provided the applicant can meet code standards and/or mitigate any substantiated negative effects (burden of proof is on the City). This has prompted many local governments to consider what uses are listed as Conditional Uses in its zoning districts and removing potentially adverse uses as CUPs, thereby requiring zone change for them to be established. Rezoning is permitted to be reviewed and denied based on potential impacts and neighborhood opposition. Brief descriptions of affected zoning districts and the recommendation of staff are listed below:

13-602: Principal Uses in Residential Districts

R1-Low Density Residential: Single-family dwellings with two-family dwellings in limited numbers.

R2-Medium Density Residential: Single- and two-family dwellings, townhouses, and small multi-family buildings.

R3-Variety Density Residential: Moderate- to high-density attached and multifamily housing.

RR-Rural Residential: Large-lot development in areas not served by public utilities. Low Density Residential in areas served by public utilities.

Staff recommends removing the following uses as CUPs within the residential districts:

- Rooming house, boarding house from R-1 and R-2 Districts
- Community living arrangement (9-15 persons) from R-1 and R-2 Districts
- Dormitory from R-2 District
- Group daycare center, preschool (9+ children) from R-2 District
- Agriculture from R-1, R-2 and R-3 Districts
- Outdoor commercial recreation from R-1, R-2 and R-3 Districts

13-702: Principal Uses in Mixed Use Districts

OR-Office Residential: Transitional mixed-use district intended for edges of downtown or segments of commercial corridors where there is some development pressure to convert residential uses to offices.

NC-Neighborhood Center: Small neighborhood and transit-oriented commercial “nodes”.

D-Downtown: Downtown core permitting a full range of high-intensity retail, multifamily housing, office, entertainment, and civic uses.

Staff recommends removing the following uses as CUPs within the mixed use districts:

- Motel from D District
- Restaurant with drive-through from D District
- Building material sales from D District
- Firearms sales and service from D District
- Automobile rental from NC and D Districts
- Automobile sales – new or used from D District
- Carwash from NC and D Districts
- Surface parking lot (as principal use) from NC and D Districts

13-802: Principal Uses in Commercial Districts

C1-General Commercial: Primary commercial corridors for moderate-intensity retail, office, and service uses.

Outdoor display, storage, and/or sales, motor vehicle repair, and intensive or outdoor uses are discouraged.

C2-Highway Commercial: Commercial corridors for automobile-oriented businesses. Outdoor display, storage, and/or sales, motor vehicle repair, and intensive or outdoor uses are appropriate.

C3-Community Center Commercial: Major commercial districts for major traffic generators, such as shopping centers and “big box” retail establishments.

Staff recommends removing the following uses as CUPs within the commercial districts:

- Community living arrangement from C2
- Dormitory from C2

13-902: Principal Uses in Industrial Districts

LI-Light Industrial: Industrial activities in combination with limited commercial uses in older industrial corridors in medium-sized buildings with limited outdoor storage.

GI-General Ind: High-intensity industry in large structures with extensive outdoor storage and exterior mechanical or equipment operations.

BP-Bus. Park: Modern industry, research and development, office and commercial uses in a park-like environment with design standards.

Staff recommends removing the following use as CUPs within the industrial districts:

- Group daycare center, preschool (9 or more children) from LI

RECOMMENDATION

Approve Zoning Code Sections 13-205(d) (1); 13-205(g); 13-404(b); and land use tables of Sections 13-602 13-702, 13-802, and 13-902 as proposed subject to the draft ordinance.

FISCAL IMPACT

ATTACHMENTS

- I. GO 10-18 - Amending Chapter 13 of the Code relating to Conditional Use Permits_

GENERAL ORDINANCE NO. 10-18

AN ORDINANCE

AMENDING GREEN BAY MUNICIPAL CODE SECTION 13-205(d)(1), TO REPEAL REGULATION RELATED TO CONDITIONAL USE PROTEST; SECTION 13-205(g), TO AMEND REGULATION RELATED TO CONDITIONAL USE EXPIRATION; SECTION 13-404(b), TO AMEND THE PROVISION REQUIRING NONCONFORMING LOTS BE COMBINED; AND SECTIONS 13-602, 13-702, 13-802 AND 13-902, TO AMEND CONDITIONAL USES WITHIN VARIOUS ZONING DISTRICTS
(TA 18-02)

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

SECTION 1. Section 13-205(d)(1), Green Bay Municipal Code, is amended as follows:

13-205(d) Findings and recommendations. For each requested conditional use, the Plan Commission shall report to the Council its findings and recommendations, including the stipulations of additional conditions and guarantees that each condition will be complied with when they are deemed necessary for the protection of public interest.

~~(1) In case of a protest against the CUP, duly signed and acknowledged either by:~~

- ~~a. The owners of 20% or more of the land included in such proposed CUP;~~
- ~~b. The owners of 20% or more of the land immediately adjacent and extending 100 feet therefrom; or~~
- ~~c. The owners of 20% or more of the land directly opposite thereto, extending 100' from the street frontage of such opposite land, such CUP shall not become effective unless approved by a 3/4 vote of the members of the Council.~~

SECTION 2. Section 13-205(g), Green Bay Municipal Code, is amended as follows:

13-205(g) ~~Expiration~~ **Renewal** of conditional use approval. If construction has not begun or if the conditional use has not been established within twelve (12) months of the approval date, the conditional use shall ~~expire~~ **be required to be renewed as outlined above.** Furthermore, if the use ceases to exist or ceases to be conducted for a period of twelve (12) consecutive months, conditional use approval shall ~~expire~~ **be required to be renewed as outlined above.**

SECTION 3. Section 13-404(b), Green Bay Municipal Code, is amended as follows:

13-404. Nonconforming lots. A lot which does not comply with lot width or lot area requirements may nonetheless be used for a permitted use, provided that:

(a) The lot has been legally created.

~~(b) The lot is in separate ownership from abutting lands. If abutting lands are under the same ownership as the nonconforming lot, the contiguous parcels shall be replatted to meet minimum lot area and lot width requirements.~~

(b) The nonconforming (substandard) lot has not been developed with one or more of its structures placed partly on an adjacent lot.

(c) All structures comply with the setback, lot coverage, height, parking, access, and other requirements of the district insofar as practical, subject to the approval of the Zoning Administrator or, if appealed, the Zoning Board of Appeals.

SECTION 4. Section 13-602, Table 6-1, Green Bay Municipal Code, is amended as follows:

13-602. Principal uses for the residential districts.

Table 6-1. Principal Uses in the Residential Districts.

Use	District				Dev. Stds.
	R-1	R-2	R-3	RR	
Residential Uses					
Dwellings					
Single-family dwelling, detached	P	P	C	P	x
Two-family dwelling – duplex	C	P	P		x
Two-family dwelling - semi-detached	C	P	P		x
Single-family attached dwelling, townhouse	C	C	P	-	x
Multiple-family dwelling, three or four units	-	C	P	-	x
Multiple-family dwelling, more than four units	-	-	P	-	
Carriage-house	C	-	-	C	x
Live-work unit	C	C	C	P	x
Short-term rentals (STRs) (Cr. GO 20-16)	P	P	-	P	x
Congregate Living					
(Amd. GO 1-10;					
Amd. GO 10-18)					
Rooming house, boarding house	€ -	€ -	P	-	x
Community living arrangement:					
serving three to eight persons	P*	P*	P*	P*	x
serving nine to 15 persons	€ –	€ –	P*	-	x
serving 16 or more persons	-	-	C	-	x
Dormitory	-	€ -	C	-	x
Fraternity, sorority house	C	C	C	-	x
Convent, monastery, seminary	C	P	P	-	x
Nursing home, assisted living	-	-	C	-	x

GENERAL ORDINANCE NO. 10-18

PAGE 3

Transitional facility	-	-	C	-	
*A conditional-use permit may be required for Community Living Arrangement uses per the Development Standards (Section 13-1603)					
Educational Uses (Amd. GO 23-06)					
Adult daycare home	C	P	P	-	x
Family daycare home (8 or fewer children)	P	P	P	P	x
Group daycare center, preschool (9 or more children)	-	€ -	P	-	x
Institutional and Civic Uses					
Cemetery	C	C	C	P	
Community center, neighborhood center	C	C	C	-	x
Cultural institution	C	C	C	-	x
Library	C	P	P	-	x
Religious institution, place of worship	C	P	P	C	x
Public park, playground, recreation center	P	P	P	P	
Existing School, elementary or secondary* (Cr. GO 34-09)	C	C	C	-	x
Community Gardens (Cr. GO 10-15)	P	P	P	P	x
*”Existing” means those elementary and secondary schools existing and in operation prior to the effective date of the Zoning Code: August 19, 2006					
Commercial and Production Uses					
Bed and breakfast	C	C	P	C	x
Personal service (≤2,500 sq. ft in floor area)	C	C	C	-	x
General retail sales (≤2,500 sq. ft in floor area)	C	C	C	-	x
Outdoor commercial recreation	€ -	€ -	€ -	C	x
Agriculture	€ -	€ -	€ -	P	
Campground	-	-	-	P	x
Public Service and Utility Uses					
Public safety/service facility	P	P	P	P	x
Telecommunication tower, wireless comm. facility.	-	C	C	C	x
Utility buildings and substations	C	C	C	C	x

Note: P = Permitted Use; C = Conditional Use

SECTION 5. Section 13-702, Table 7-1, Green Bay Municipal Code, is amended as follows:

13-702. Principal uses for the mixed-use districts.

Table 7-1. Principal Uses in the Mixed-Use Districts

Use	OR	NC	D	Dev. Std.
...				
Commercial				
Accommodation and Food Service Uses				
Bed and breakfast	P	P	P	X
Hotel, inn	-	P	P	
Motel	-	-	C	
Restaurant,* not including drive-through	P	P	P	
Restaurant with drive-through	-	C	C -	X
Tavern, bar *	C	C	P	
Service businesses				
Personal service**	P	P	P	
Business service**	P	P	P	
Building maintenance, janitorial service	-	P	P	
Catering service	P	P	P	
Day labor agency	-	-	C	X
Funeral home	P	P	P	
Furniture and appliance rental and leasing	-	P	P	
Laundromat	-	P	P	
Printing and publishing establishment	-	P	P	
Small appliance repair service	P	P	P	
Tool/equipment rental facility	-	P	P	
Animal hospital, veterinary clinic	P	P	P	X
Animal grooming establishment	P	P	P	X
Retail Sales				
General retail sales **	C	P	P	
Building material sales	-	-	C -	
Contractor showroom	-	C	P	
Currency exchange	-	-	C	
Firearms sales and service	-	C -	P	X
Greenhouse, lawn and garden supply store	-	P	P	X
Pawnshop	-	-	C	
Secondhand goods store, consignment store	C	P	P	
Production, Processing, and Storage Uses (Cr. GO 6-12)				
Limited production and processing	-	-	C	X

Use	OR	NC	D	Dev. Stds.
Commercial Recreation and Entertainment				
Convention center	-	-	P	
Health club, fitness center	-	P	P	
Indoor recreation (bowling, billiards, etc.)	-	C	P	
Restaurant or bar with entertainment, nightclub*	-	-	C	
Theater, assembly hall	-	P	P	X
Vehicle services				
Automobile rental	-	C	C	X
Automobile sales—new or used	-	-	C	X
Carwash	-	C	C	X
Convenience store	-	C	C	X
Fueling/gas/service station	-	C	C	X
Motor vehicle repair, minor		C	C	X
Parking structure (principal use)	-	-	C	
Surface parking lot (principal use)	C	C	C	

Note: P = Permitted Use; C = Conditional Use

* Any establishment at which primarily alcoholic beverages are served must also meet the requirements of the Green Bay Municipal Code, Chapter 6 – Licenses & Permits.

** See definitions section for complete list of uses.

SECTION 6. Section 13-802, Table 8-1, Green Bay Municipal Code, is amended as follows:

13-802. Principal uses for the commercial districts.

Table 8-1. Principal Uses in the Commercial Districts

Use	C1	C2	C3	Dev. Stds.
...				
Residential Uses				
Congregate Living (Amd. GO 1-10)				
Community living arrangement	C	C	-	X
Dormitory	C	C	-	X
Nursing homes, assisted living	C	C	-	

Note: P = Permitted Use; C = Conditional Use

GENERAL ORDINANCE NO. 10-18
PAGE 6

SECTION 7. Section 13-902, Table 8-1, Green Bay Municipal Code, is amended as follows:

13-902: Principal Uses in Industrial Districts

Table 9-1. Principal Uses in the Industrial Districts

Use	LI	GI	BP	Dev. Std.
...				
Educational Uses				
School, specialty or personal instruction, etc.	C	-	C	x
Group daycare center, preschool (9 or more children)	C -	-	P	x

Note: P = Permitted Use; C = Conditional Use

SECTION 8. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 9. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this _____ day of _____, 2018.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

DB:js

5/15/18



Report to the Green Bay Plan Commission

MEETING DATE

June 19, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # K.3.

Zoning Ordinance 8-18

An ordinance creating a Planned Unit Development (PUD) Overlay District for 215 North Webster Avenue for the redevelopment of Whitney School and proposed townhomes (ZP 18-14).

BACKGROUND

Primary Address: 215 North Webster Avenue

Aldersperson/District: Ald. Randy Scannell/7

Reason for Request: To allow the redevelopment of the former Whitney School to residential dwelling units and the construction of townhomes along S. Van Buren Street and Pine Street.

Subject Parcel Zoning and Land Use: Office/Residential (OR) Vacant Whitney School and related parking areas.

Surrounding Zoning and Land Uses:

North: General Commercial (C1) Commercial/CVS Pharmacy

South: Office/Residential (OR) Residential

East: Office/Residential (OR) Residential

West: Office/Residential (OR) Residential

Comprehensive Plan: The 2022 Smart Growth Comprehensive Plan designates this area as High Intensity Residential, Office or Housing (HIROH). The proposed uses area is consistent with the recommendations of the Comprehensive Plan.

Analysis: The property owner/developer, Whitney School Development, LLC., is proposing to create a total of 23 units in the former Whitney School building and construct a total of 12 townhomes that front along both S. Van Buren Street and Pine Street. Of the 12 units, three (3), three-unit townhomes will be built along S. Van Buren Street and one (1), three-unit townhome along Pine Street. The developer plans to create two separate lots, one for the former Whitney School building and a second for the townhomes.

There are two curb cuts on Pine Street and one on Cherry Street for access to the site; there is no access from S. Van Buren Street. An internal drive will connect the townhomes and the school with a private drive loop on site that connects the two parcels. An internal central green space is located directly to the rear of the school building which is shared by the loft apartment residents as well as townhome residents. The two-story townhomes are setback approximately 5 ft. from the right-of-way and have attached garages to the rear of each unit. Construction and redevelopment of the site is planned for the fall of 2018.

The Planning Staff has prepared a draft PUD ordinance and is attached within this agenda packet. The PUD address three deficiencies in which the developer was not able to comply with within the current OR zoning standards: The OR district requires a 60/40 mix of impervious to pervious coverage, the development is being allowed to have a 75/25 balance. As a whole, the site would be compliant; however, the future land division reduces the green space for the proposed townhome site.

The setbacks for residential properties within the OR district require a 15 ft. setback. The PUD permits a reduction to 5 ft. which is similar to townhomes in the block to the north as part of the Whitney Park townhomes. Finally, the proposed townhomes are short four parking spaces under the current requirement of two spaces per unit. Staff is recommending that 20 spaces are allowed, all within an enclosed garage.

Ald. R. Scannell and adjacent property owners have been notified of the request. Staff received no inquiries regarding this request as of the drafting of this report. Staff is recommending approval of the request subject to the draft PUD.

RECOMMENDATION

Approval of the request, subject to the draft PUD.

FISCAL IMPACT

ATTACHMENTS

1. ZO 8-18 Creating a PUD 215 North Webster Avenue
2. ZO_8-18_ZPI8-14_Map-PUD
3. Exhibits A-D scanned

ZONING ORDINANCE NO. 8-18

AN ORDINANCE CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR 215 NORTH WEBSTER AVENUE FOR THE REDEVELOPMENT OF WHITNEY SCHOOL AND PROPOSED TOWNHOMES (ZP 18-14)

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

SECTION 1. Section 13-108, 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 properties:

Legal Description: PLAT OF NAVARINO LOTS 496, 497, 498, 565, 566 & 567 & E1/2 OF VAC ALLEY IN 2797289 ADJ
Tax Parcel: 9-112

Legal Description: LOT 2 OF VOLUME 10 CSM, PAGE 155 BEING ALL OF LOT 2 VOLUME 7 CSM, PAGE 171, MAP NO. 1737 BNG PRT OF LOTS 562,563 & 564 PLAT OF NAVARINO & W1/2 OF VAC ALLEY IN 2797289 ADJ
Tax Parcel: 9-116-2

Legal Description: NAVARINO PLAT S 1/2 OF LOT 501
Tax Parcel: 9-115

Legal Description: NAVARINO PLAT N 1/2 OF LOT 501
Tax Parcel: 9-115-A

Legal Description: NAVARINO PLAT LOT 500 & SLY 35 FT OF LOT 499 & W1/2 OF VAC ALLEY IN 2797289 ADJ
Tax Parcel: 9-114

Legal Description: NAVARINO PLAT LOT 499 EX SLY 35 FT & W1/2 OF VAC ALLEY IN 2797289 ADJ
Tax Parcel: 9-113

SECTION 2. Pursuant to Section 13-1900, et seq., 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 permit the reuse of the former Whitney School for the development of residential units and the construction of townhomes along South Van Buren Street and Pine Street. The PUD is intended to assist in blending the former historic school building with the proposed townhomes and balance with the existing neighborhood. The overall appearance and design of the site shall comply with the attached Exhibits.

B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:

1. 23 residential units as part of the Whitney School redevelopment.
2. A 12 total townhomes as reflected on Exhibits A & B.
3. All other proposed uses are subject to review and consent by the Community Development Review Team (CDRT).

C. Dimensional and Area Requirements. Dimensional and area requirements for principle structures on the subject property shall be required as follows:

1. Whitney School: Setback, Height & Impervious Coverage :

- a. Front yard (North Webster Avenue): 15 feet.
- b. Corner side yard setbacks (Pine Street/Cherry Street): 15 feet.
- c. Rear: 0 feet
- d. Interior side yard: 2.5 feet
- e. Principal buildings shall not exceed 50 feet in height.
- f. Accessory structures shall not exceed 16 feet in height.
- g. The site shall not exceed 65% impervious coverage.

2. Townhomes: Setback, Height & Impervious Coverage :

- a. Front yard & corner side yard: (South Van Buren Street & Pine Street): 3.5 feet.
- b. Rear: 0 feet
- c. Side: 10 feet along the southern property line of the townhomes.
- d. Principal buildings shall not exceed 35 feet in height.
- e. The site shall not exceed 80% impervious coverage.

D. Architecture. All building elevations shall generally comply with Exhibit B and subject to the following requirements:

1. Four-sided design. All sides of the building shall include materials and design characteristics similar to and compatible with those on the front. Front building facades shall contain windows at the ground floor or first floor in order to create visual interest.
2. Building materials. All building facades shall be designed to provide consistency with the surrounding residential neighborhood, and materials must have a greater life than 20 years.

ZONING ORDINANCE NO. 8-18

Page 3

- E. Lighting. All lighting on the subject property shall be regulated as set forth in Section 13-523 and 13-526, Green Bay Municipal Code.
- F. Signage. All signage for the current project shall be regulated shall be constructed and in compliance with Chapter 13-2004 and 13-2007, Green Bay Municipal Code. A ground-mounted sign is permitted to front North Webster Avenue per Exhibit D.
- G. Site Plan Review & Standards
 - 1. A site plan shall be submitted and reviewed per Chapter 13-1800, Green Bay Municipal Code and is compliant with Exhibit A.
 - 2. All service, loading and refuse areas shall be screened per Chapter 13-1813, Green Bay Municipal Code but, may not encroach closer than 20 feet to a public right-of-way/walkway.
 - 3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Chapter 13-1815, Green Bay Municipal Code.
- H. Parking/Pedestrian Access.
 - 1. All parking shall be regulated as required in Chapter 13-1700, Green Bay Municipal Code. Townhomes are required a total of 20 parking spaces all contained within an enclosed garage.
 - 2. Pedestrian access shall be provided from all public streets adjoining the development and connected via an internal pedestrian network to the primary entrance of the principal buildings.
- I. Landscaping/Transitional Yard. A detailed landscape plan shall be submitted identifying the type and placement of all existing and proposed plant materials, compliant with Exhibit C.
- J. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 30, Green Bay Municipal Code.
- K. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.
- L. Compliance with all related historic preservation measures as required by Federal, State of Wisconsin requirements as well as advisory review by the Green Bay Historical Preservation Committee.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and

ZONING ORDINANCE NO. 8-18

Page 4

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.

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 Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2018.

APPROVED:

Mayor

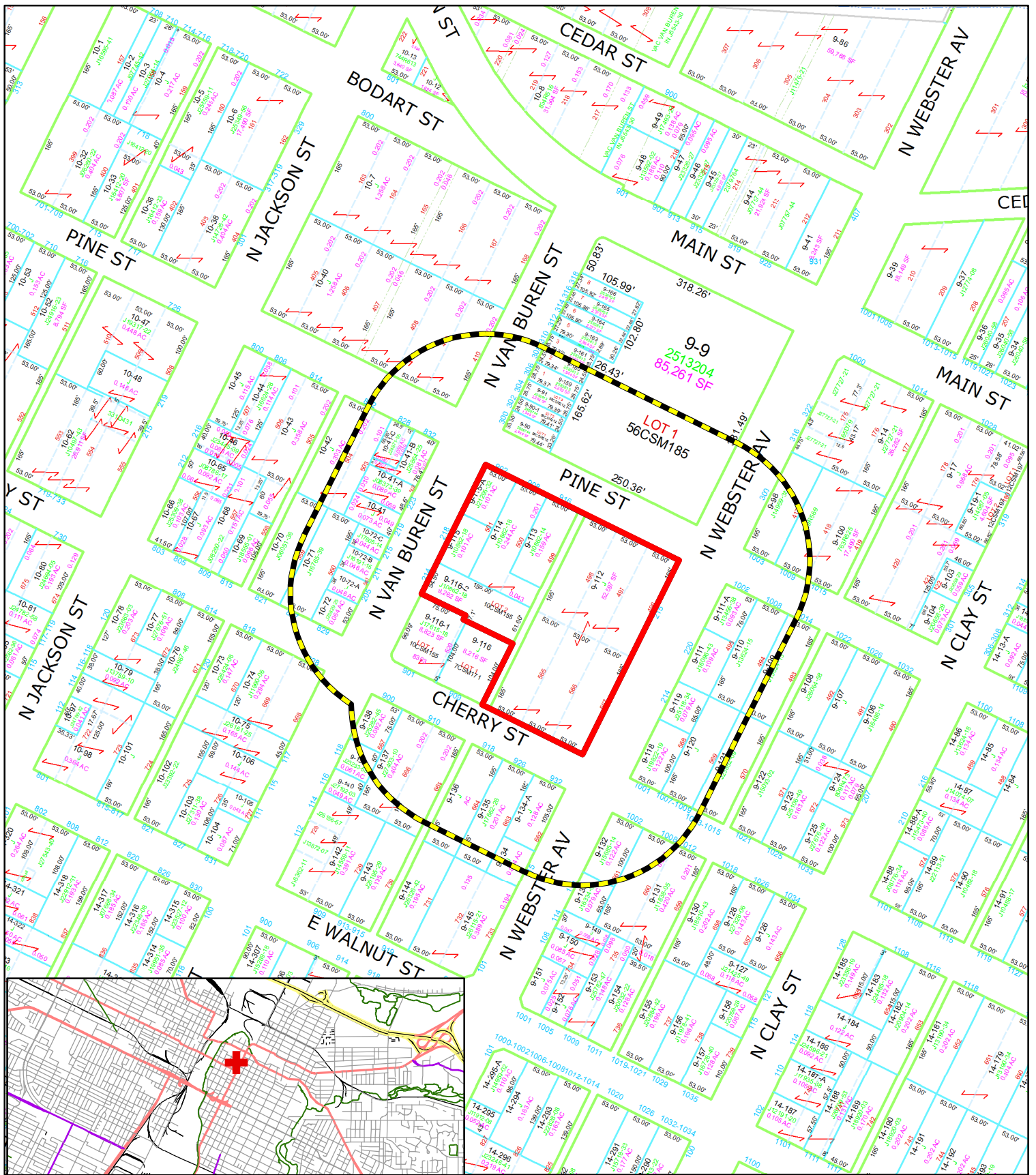
ATTEST:

Clerk

PN:js

Attachments: Exhibit A - Conceptual Site Plan
Exhibit B - Conceptual Building Perspective-Townhomes
Exhibit C –Conceptual Landscape Plan
Exhibit D - Proposed ground-mounted signage
Map

05/15/18



Subject Area



200' Property Owner Notice



0 5,000 10,000
Feet

Zoning Petition (ZP 18-14)
Proposed Planned Unit Development (PUD) -
215 North Webster Avenue

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 PN



VIEW 1-VIEW FROM CHERRY ST. AND N. VAN BUREN ST.



VIEW 2-VIEW FROM PINE ST. AND N. VAN BUREN ST.

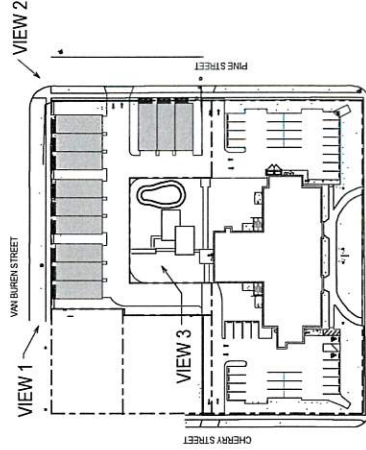
EXHIBIT B

NOTES:

- 1 STANDING SEAM PITCHED METAL ROOF: DARK NEUTRAL COLOR, APPROX. 26" HIGH FROM STREET LEVEL
- 2 VINYL CLAPBOARD SIDING, TYP.: 4" HIGH ON ALL FOUR SIDES: DARK NEUTRAL COLOR
- 3 VINYL CLAPBOARD SIDING 4" HIGH TYP. AT FIRST FLOOR PROJECTED VOLUMES: WARM NEUTRAL COLOR
- 4 METAL PANEL DEMISING WALL BETWEEN TOWNHOME UNITS: DARK NEUTRAL COLOR
- 5 WOOD SLAT END WALL AT CORNER TOWNHOME UNITS
- 6 FRONT ENTRY STOOP WITH RECESSED ENTRY DOOR, TYP.
- 7 METAL GUARDRAIL WITH BLACK STEEL SUPPORTS AND STAINLESS STEEL CABLE RAILING AT ALL BALCONIES
- 8 VINYL CASEMENT WINDOWS, TYP.: DARK NEUTRAL COLOR
- 9 VINYL PATIO DOOR AT CORNER TOWNHOME UNITS
- 10 5' SETBACK AND LANDSCAPE BUFFER, TYP.
- 11 EXISTING CONCRETE SIDEWALK
- 12 2" X 2" WOOD DECKING AT ALL BALCONIES



VIEW 3-VIEW OF INTERIOR COURTYARD LOOKING TOWARDS THE TOWNHOMES



KEY SITE PLAN



SCALE	VARIABLES
PROJECT NUMBER	170103.02
SHEET TYPE	PUD SUBMITTAL
DATE	4-30-2018
ISSUED	
SHEET NUMBER	EXH-6.2

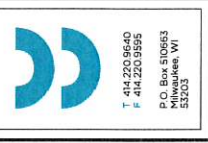
REVISIONS

SHEET TITLE
215 N. WESTER AVE GREEN BAY, WI 54301
ITEM 6 - TOWNHOME ELEVATIONS

WHITNEY SCHOOL HISTORICAL REHAB & TOWN HOMES

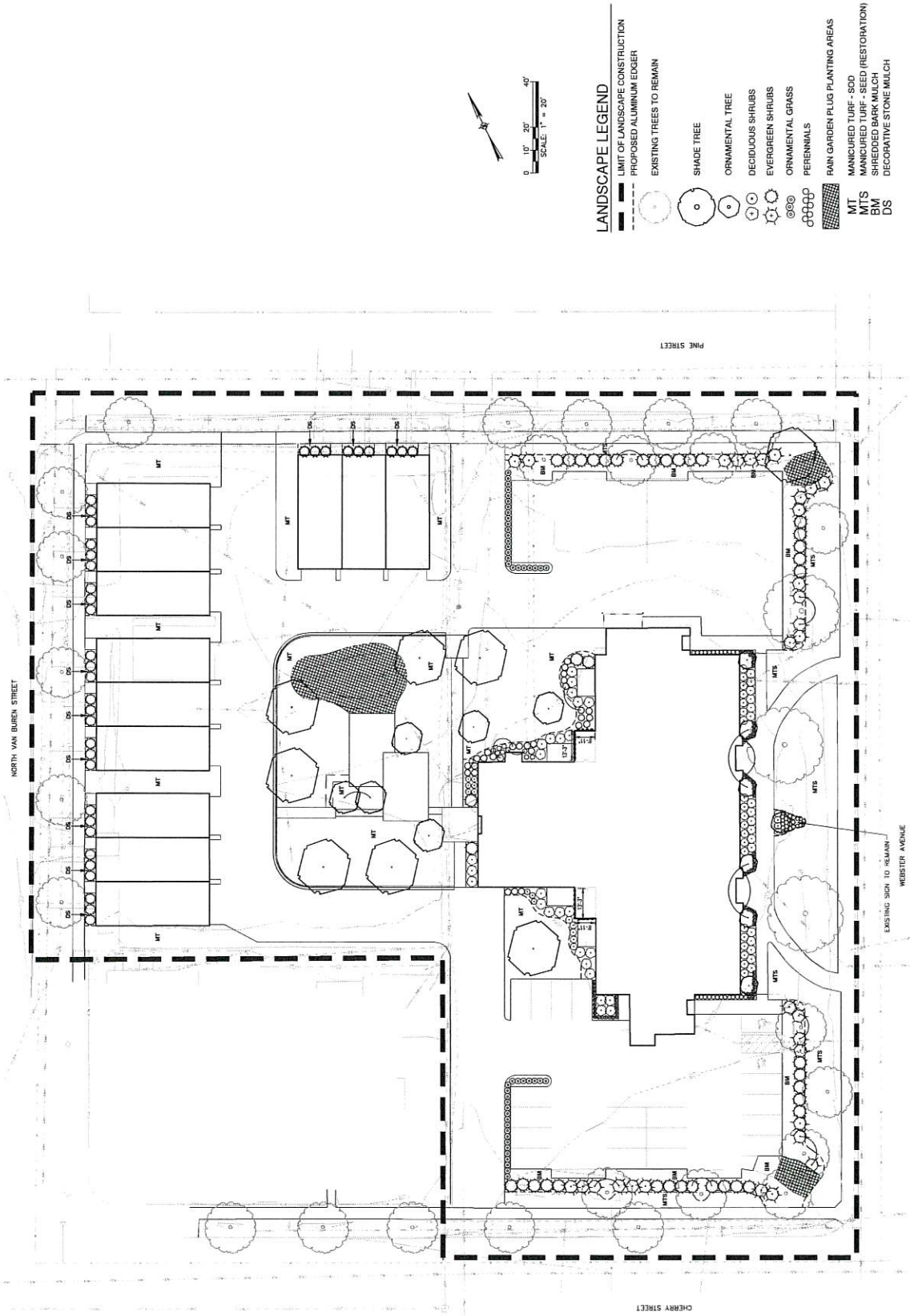
PUD SET

CONTRACTANTS



414.220.9640
414.220.3395
P.O. Box 51063
Green Bay, WI
54301

EXHIBIT C



- LANDSCAPE LEGEND**
- LIMIT OF LANDSCAPE CONSTRUCTION
 - PROPOSED ALUMINUM EDGING
 - EXISTING TREES TO REMAIN
 - SHADE TREE
 - ORNAMENTAL TREE
 - DECIDUOUS SHRUBS
 - EVERGREEN SHRUBS
 - ORNAMENTAL GRASS
 - PERENNIALS
 - RAIN GARDEN PLUG PLANTING AREAS
 - MT MANICURED TURF - SOO
 - MTS MANICURED TURF - SEED RESTORATION
 - BM SHREDDED BARK MULCH
 - DS DECORATIVE STONE MULCH



REVISIONS		SHEET TITLE	LANDSCAPE PLAN AND SCHEDULE
WHITNEY SCHOOL HISTORIC REHAB		WEBSTER AVE, GREEN BAY, WI	
SCALE	VARIES	PROJECT NUMBER	181102
DATE	4-28-2018	PROJECT TYPE	PUD SUBMITTAL
SHEET NUMBER	EXH-8	ISSUED	

NOT FOR CONSTRUCTION
THESE DRAWINGS ARE PRELIMINARY AND FOR INFORMATION ONLY. THEY ARE NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE. ANY CHANGES TO THESE DRAWINGS MUST BE APPROVED BY THE ARCHITECT AND THE LANDSCAPE ARCHITECT BEFORE CONSTRUCTION BEGINS.

CONTRACTOR:
GRUEF
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PO BOX 510083
GREEN BAY, WI 54303
T 414.220.9650
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P.O. Box 510083
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54303

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EXHIBIT D



WEST ELEVATION



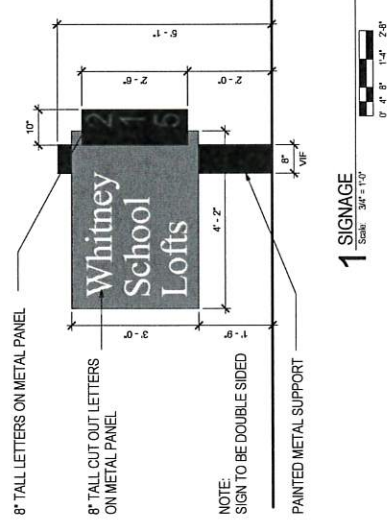
NORTH ELEVATION



WEBSTER AVE. ELEVATION



SOUTH ELEVATION



1 SIGNAGE

Scale: 3/4" = 1'-0"

0' 4' 8' 1'-0" 2'-0"

SCALE	VARIES
PROJECT NUMBER	17010102
SET TYPE	PUD SUBMITTAL
DATE ISSUED	4-30-2018
SHEET NUMBER	EXH-6.1

215 N WEBSTER AVE GREEN BAY, WI 54301	WHITNEY SCHOOL HISTORICAL REHAB & TOWN HOMES
ITEM 6 & 11 - WHITNEY SCHOOL ELEVATIONS & SIGN ELEVATION	SHEET TITLE
ENVIRONMENT	ENVIRONMENT

PUD SET	CONSULTANT
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414.230.9640 414.230.9925 P.O. Box 510663 Milwaukee, WI 53203	
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Report to the Green Bay Plan Commission

MEETING DATE

June 19, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # K.4.

Miscellaneous Ordinance I-18

An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay to amend the Future Land Use of property located at 1060 Gray Court from Commercial and General Industrial to Medium and High Density Housing (CPA 18-01).

BACKGROUND

Primary Address: 1060 Gray Court

Aldersperson/District: Ald. Randy Scannell/7

Reason for Request: This Comprehensive Plan Amendment is proposed to allow the development of an apartment campus off Gray Court.

Subject Parcel Zoning and Land Use:

Subject Property: General Industrial (GI). The property is currently undeveloped.

Surrounding Zoning and Land Uses:

North: General Industrial (GI) / Warehousing

South: General Industrial (GI) / Manufactured home sales and a Single -family home

East: General Industrial (GI) / Auto sales and Telecommunications

West: General Industrial (GI) / Warehousing and Open trailer storage

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends commercial uses on the eastern half of the property and general industrial uses on the western half of the property. The applicant is requesting Medium and High Density Housing land use for a large portion of the subject site. The Comprehensive Plan provides the following definitions for the current recommended land uses:

Commercial land use: Businesses providing retail trade or services for individuals or businesses.

General Industry land use: Industry that involves railroad service, heavy truck traffic, extensive outdoor storage, noise or odors, and the handling of raw materials. It also includes railroad yards, outdoor truck parking, the power plant and the sewage treatment plant.

Medium and High Density Housing land use: Townhouses. 4-, 6- and 8-unit buildings with individual exterior entrances, and all forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and nonresidential land uses, and at high-amenity locations such as the greenways or parkways. The density is expected to be greater than 8 housing units per net acre.

The Velp Avenue Areawide Plan (VAAP) was adopted in 2017 as a supplement to the Comprehensive Plan.

Its purpose is to support existing uses along Velp Avenue and proactively forecast how the corridor could transition in the future. This corridor plan covers approximately two miles between Military Avenue and Mather Street and includes multiple “Transformative Opportunity” sites. One of these sites (Transformative Site #4) encompasses the eastern portion of the land area involved in this Comprehensive Plan Amendment request and designates it as appropriate for commercial or mixed-use land uses.

Analysis: This request is in response to the proposed development of a multiple-family apartment campus consisting of six, 12 unit-apartment buildings (72 units) on a portion of 1060 Gray Court. The property at 1060 Gray Court is currently vacant land situated approximately 250 ft. north of Velp Avenue between N. Buchanan Street on the west and Gray Court and Atkinson Drive on the east. Warehousing and industrial uses are located to the west and north; automobile sales and a telecommunication hub to the east; and manufactured home sales and a single family home to the south. The entire area, including the subject land area, is currently zoned General Industrial (GI) with the low-density residential neighborhood across Velp Avenue being a mix of Low Density Residential (R-1), Varied-Density Residential (R-3) and Office-Residential (OR) zoning.

In order to establish the proposed multi-family development, the Comprehensive Plan needs to be amended to the Medium and High Density Housing land use. Following the proposed Comprehensive Plan amendment, the subject area will need be rezoned to Varied Density Residential (R-3) zoning district followed by site plan review and approval. Though they are not binding on this request, a narrative and conceptual site plan have been provided by the applicant and are attached within this agenda packet.

The Velp Avenue Areawide Plan (VAAP) designates the eastern portion of the land involved in this request as Transformative Site #4 and appropriate for commercial or mixed-use land uses. This land use designation change would slightly impact the area available for future commercial or mixed use development. However, as outlined in the petitioner’s narrative, they have attempted to retain space sufficient for future redevelopment efforts by aligning drive access to allow future vacation of Gray Court, provide approximately 250 ft. of depth along the Velp Avenue frontage and leaving 1.11 acres of their parcel unimproved and available for potential lot consolidation with adjacent properties. The petitioner has also indicated that they believe the addition of a new housing product and the addition of 72 units will help to further the objectives of the VAAP by enhancing the desirability of surrounding lands for commercial uses. Lastly, the narrative includes a comparison of other commercial developments to demonstrate that there will remain space for development of retail at the corner of Velp Avenue and Atkinson Drive.

The Smart Growth 2022 Comprehensive Plan establishes the following review criteria for periodic amendments:

1. The change is consistent with the goals and objectives or other elements of Smart Growth 2022.

The proposed change is not a similar land use to adjoining properties as the area is predominately industrial with commercial potential. However, the Comprehensive Plan includes direction for compact redevelopment that is transit oriented over fringe growth (Land Use Objective/Goal); includes desire for access to I-43 and proximity to commercial/service activity centers (Transportation Objective/Goal); and encourages a broad range of housing choice and diversity (Neighborhood and Housing Objective/Goal). Medium and High density housing land uses at the proposed location is not contradictory to these objectives/goals as it would allow residential in-fill within the Urban Service District, is on the transit line (stop on corner of Velp and Gray), is in close vicinity to the I-43 interchange and convenience services across Velp Avenue, and will provide a housing option not currently offered in this this area.

2. The change does not create an adverse impact on public facilities and services that cannot be mitigated. Public facilities and services include roads, sewers, water supply, drainage, schools, police, fire and parks.

The proposed development is located within the Urban Service Area and there are no significant issues relative to services or facilities. Access to the proposed residential development will line up, as much as possible, with the north-south alignment of Gray Court, thereby allowing the potential vacation of the west-east leg of Gray Court and its incorporation into a viable future commercial development area at the northwest corner of Velp Avenue and Atkinson Drive. Additionally, the proposed area is located 1/3 mile from Atkinson Park and 1/2 mile from Fort Howard Park.

3. Development resulting from the change does not create an undue impact on surrounding properties. Such development should be consistent with the physical character of the surrounding neighborhood or would upgrade and improve its viability.

The proposed residential use will need to be buffered from the existing higher intensity industrial and commercial uses surrounding it. This can be accomplished through sensitive site design and landscaping. Once the residential land use classification and zoning are established, any surrounding future industrial or commercial development will need to incorporate transitional yard buffers as part of their project(s). Concern has been expressed that traffic will increase at the Velp Avenue and Gray Court intersection. While it is true that traffic will increase as a result of vacant lands being developed as residential, volumes will likely be similar or less than those that could be attributable to commercial and industrial uses now permitted and be concentrated to early morning and late afternoon rather than being constant throughout the day.

4. The change allows a more viable transition to the planned uses on adjacent properties than the current land use.

There will not be a better transition of uses between the proposed residential use and the current industrial uses. The residential use; however, is much more in-line and supportive of anticipated commercial uses to the south and east and is much more likely to act as an impetus for complimentary commercial redevelopment along Velp Avenue.

5. The change does not have a significant adverse impact on the natural environment including trees, slopes, and groundwater, or the impact could be mitigated by improvements on the site or in the same vicinity.

There are no anticipated environmental impacts.

6. There is a change in City policies or neighborhood characteristics that would justify a change.

The adoption of the Velp Avenue Areawide Plan this past June has identified the Velp Avenue and Atkinson Drive intersection area as suitable for commercial and mixed use development. This policy change from the comprehensive plans industrial use recommendation may support the requested change as residential land uses will help support the existing and desired commercial uses.

7. The change corrects an error made in the original plan.

Not applicable. There was no error in the original plan. The proposed change is reflective of changing market forces and more extensive and thorough corridor planning.

8. There is a community or regional need identified in the Comprehensive Plan for the proposed land use or service.

The Comprehensive Plan has identified the need for diversity of housing choices and in-fill versus greenfield development. The land use change to medium-high density residential meets these objectives and provides a particular lifestyle on the near northwest side of the city that is currently lacking between the Village of

Howard on the west and Broadway on the east.

9. The change helps the City meet its life-cycle and affordable housing goals.

Not applicable. The proposed land use change does not specifically address the affordability of housing.

10. The change does not adversely impact any landmarks or other historically significant structures or properties unless mitigated through relocation, commemoration or dedication.

There are no known landmarks.

From a land use perspective, the proposed use of medium and high density residential does not necessarily propose a more intensive land use when compared to commercial or general industrial uses. However, the proposed use may be incompatible with the existing industrial and outdoor storage uses within the area. This may be a “chicken or the egg” scenario in that the residential uses can be very compatible and complimentary to retail, service, convenience and entertainment commercial uses anticipated by the Velp Avenue Area-wide Plan but these are not yet established.

Area retained for future commercial or mixed use at the corner of Velp and Atkinson equates to approximately 7.87 acres with 500 ft. of Velp Ave frontage; however, 3.2 acres is likely unusable due to the presence of wetlands and associated buffers. This leaves approximately 4.68 acres of usable space for future commercial or mixed use redevelopment. To analyze if this land area will be sufficient, below is a comparison of lot areas utilized for a variety of commercial developments within the city:

Woodman's (Duck Creek Parkway) – 18 acres with 825 ft. frontage
Festival Foods (University) - 6.3 acres with 330 ft. frontage
Festival Foods (West Mason) - 6.5 acres with 570 ft. frontage
Toys R' Us (West Mason) – 5.5 acres with 340 ft. frontage
Pick N Save (Lombardi) – 5 acres with 450 ft. frontage
Webster Avenue Market – 4.2 acres with 540 ft. frontage
University Ave Market – 2.5 acres with 410 ft. frontage
Walgreens (East Main) – 2.4 acres with 375 ft. frontage
Aldi's (Western) – 2 acres with 350 ft. frontage

While the removal of area for medium-high density residential land use reduces that available lands for commercial and mixed use redevelopment envisioned by the VAAP, it does not eliminate the potential for a multitude of uses of varying scales and does not necessitate an amendment to the VAAP.

The fundamental question for this request is whether medium and high density residential uses are appropriate for this location. Staff believes that the proposed land use change is not inconsistent with the goals and objectives of the Smart Growth 2022 Comprehensive Plan, does not create overly adverse impacts, and will provide diversity of housing choices within the northwest side of the city. The addition of residential units in the area may also support and encourage future commercial development within the Velp/Atkinson area and the Velp Avenue corridor.

The Public Participation Plan for Periodic Comprehensive Plan Amendments has been followed for this request. Notice has been provided of the public hearings for both the Plan Commission and the Common Council. The applicant has conducted two neighborhood meetings to gain input from the neighbors, neighborhood associations and area property owners. Additionally, property owners were noticed of the Public Hearing and action item per the standard notification process of the Plan Commission Rules & Policies. Ald. Randy Scannell, Ald. Mark Steuer, the VAAP Steering Committee members, Mather Heights Neighborhood Association, and Perkins Park Neighborhood Association were also noticed.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. MO I-18 - Amend Smart Growth 2022 Comp Plan for Property Located at 1060 Gray Court
2. MO_I-18_CPA 18-01_Map

MISCELLANEOUS ORDINANCE NO. 1-18

**AN ORDINANCE
ADOPTING AN AMENDMENT TO
THE SMART GROWTH 2022 COMPREHENSIVE PLAN
OF THE CITY OF GREEN BAY
TO AMEND THE FUTURE LAND USE OF
PROPERTY LOCATED AT 1060 GRAY COURT
FROM COMMERCIAL AND GENERAL INDUSTRIAL
TO MEDIUM AND HIGH DENSITY HOUSING
(CPA 18-01)**

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

WHEREAS, the Plan Commission of the City of Green Bay, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending the Common Council adopt Comprehensive Plan Amendment CPA 18-01; and

WHEREAS, the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of §66.1001(4)(d), Wis. Stats. 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. 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.

SECTION 2. The Common Council does hereby enact this ordinance to formally adopt Comprehensive Plan Amendment CPA 18-01 pursuant to §66.1001(4)(c), Wis. Stats. A copy of the comprehensive plan amendment is attached to this ordinance.

MISCELLANEOUS ORDINANCE NO. 1-18

PAGE 2

SECTION 3. This ordinance shall take effect upon passage by a majority of the members-elect of the Common Council and publication as required by law.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2018.

APPROVED:

Mayor

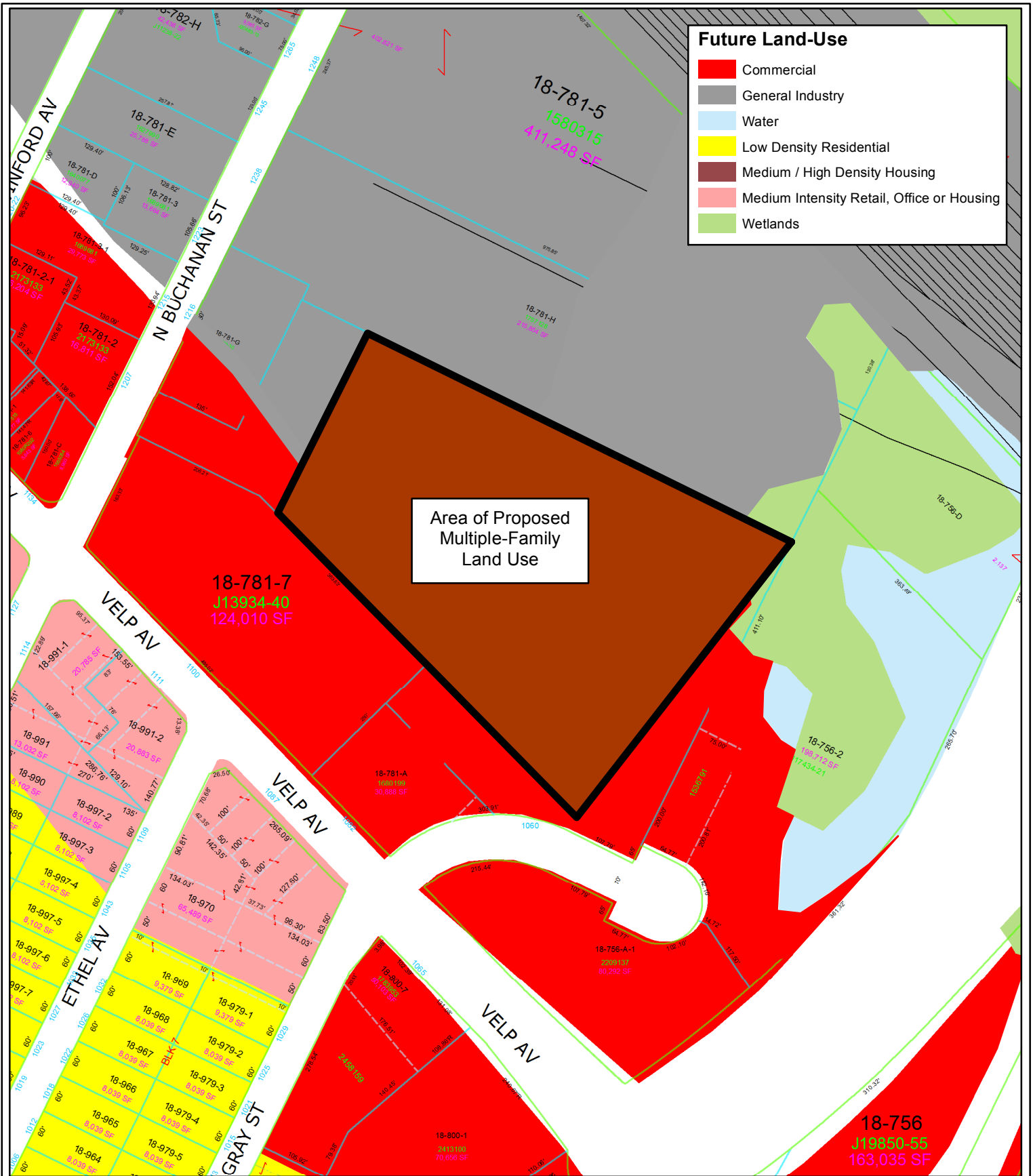
ATTEST:

Clerk

js

Attachment – Comprehensive Plan Amendment (Map)

5/15/18



Future Land-Use

- Commercial
- General Industry
- Water
- Low Density Residential
- Medium / High Density Housing
- Medium Intensity Retail, Office or Housing
- Wetlands

Area of Proposed
Multiple-Family
Land Use

 Proposed Area for Use Change

(CPA 18-01)
Comprehensive Plan Amendment
Designating Multiple-Family Use
of Property at 1060 Gray Court

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 PN



0 200 Feet

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Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # L.I.

To approve Development Agreement 18-02 with the City of Green Bay for The Shipyard at 100 W. Mason St., 515 S. Broadway, 517 S. Broadway, 525 S. Broadway, 531 S. Broadway, S. Broadway, 613 S. Broadway, S. Pearl Street, 505 S. Broadway, 419 S. Maple, 511-513 S. Broadway, 239 Arndt Street, 101 Bridge Street, 119 Bridge Street, 401 S. Broadway, S. Broadway, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-78, 2-70, 2-71, 2-76, 2-77, 2-107, 2-109, 2-945, 2-946, 2-947, 2-949-A, 3-554-A, 3-551, 3-556, 3-568, 3-568-1, 3-569, 3-572), subject to minor legal and technical revisions. (June 12 RDA Meeting)

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

BACKGROUND

The City of Green Bay ("City") and the Redevelopment Authority of Green Bay ("RDA") seek to complete a major redevelopment project known as The Shipyard, which involves remediating brownfields, repurposing vacant and underused structures, and enhancing a residential neighborhood on the near west side of the City. The catalyst for development involves the construction of a signature public recreation and entertainment facility at 100 W. Mason Street (Parcel 2-78) along with related public improvements (described in the Recitals Section of the Development Agreement).

The new Shipyard is an attraction that will draw people, year round, to the waterfront for events and daily activities. It is a combination of well-designed buildings and spaces that encourage interaction. It provides a home for dozens of athletic teams and organizations seeking a place to play and practice. It also supports our business community by providing a place for entrepreneurs to start and grow their business.

The total cost of the project is expected to be approximately ten million dollars (\$10,000,000.00). The RDA and/or City shall contribute no more than nine million, five hundred thousand dollars (\$9,500,000.00) as a Project Grant. which may be made in phases in order to reduce the total debt burden incurred.

In addition, the City and/or RDA will retain its commitment to invest one million dollars (\$1,000,000.00), within three (3) years from the date of the execution of this Agreement, into residential acquisition, rehabilitation, and development projects in the neighborhood to the immediate west of the Property.

The Shipyard is critical to the future redevelopment of the South Broadway corridor. The City and/or RDA will also continue to work on separate agreements with interested parties to construct additional projects that will generate additional economic activity and tax base, including, but not limited to, residential, commercial (e.g. retail, restaurant, hotel), office, and recreational uses.

The project aligns with our departmental vision of developing a community that is safe, healthy, connected, and loved, as it makes our community more:

- safe: builds new structures using the latest codes, removes attractive nuisances and other problem properties, invests in neighborhoods with high complaint and/or police call volumes
- healthy: remediates environmental contamination from the parcel and/or structures, enhances the physical (soil, water, air) landscape, encourages human-powered movement
- connected: interacts positively with adjacent properties, the neighborhood, and community, strengthens and/or expand pedestrian, bicycle, and transit transportation networks, creates and/or enhance public spaces and amenities
- loved: removes blighted and neglected structures, expands our range of residential and commercial real estate products

RECOMMENDATION

Approve Development Agreement 18-02 with the City of Green Bay for The Shipyard at 100 W. Mason Street, 515 S. Broadway, 517 S. Broadway, 525 S. Broadway, 531 S. Broadway, S. Broadway, 613 S. Broadway, S. Pearl Street, 505 S. Broadway, 419 S. Maple, 511-513 S. Broadway, 239 Arndt Street, 101 Bridge Street, 119 Bridge Street, 401 S. Broadway, S. Broadway, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-78, 2-70, 2-71, 2-76, 2-77, 2-107, 2-109, 2-945, 2-946, 2-947, 2-949-A, 3-554-A, 3-551, 3-556, 3-568, 3-568-1, 3-569, 3-572), subject to minor legal and technical revisions.

FISCAL IMPACT

The RDA intends to pay the debt service on the Project Grant from the Available TID Increment of a new TID in the neighborhood. The RDA and/or the City will also seek separate agreements for user fees, tenant leases, naming rights, private contributions, sponsorships, and/or grants. Should these sources be insufficient to cover the debt service on the Project Grant before the termination of this Agreement or the termination of the TID, the City's obligation to make debt service payments on the Project Grant may be considered a general obligation of the City.

ATTACHMENTS

- I. 8 - Shipyard - 180607 - Development Agreement - RDA



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 18-02

THE SHIPYARD

This Development Agreement is made this _____ day of _____, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), and
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA").

RECITALS

- A. The City of Green Bay ("City") and the Redevelopment Authority of Green Bay ("RDA") seek to complete a major redevelopment project known as the Shipyard, which involves remediating brownfields, repurposing vacant and underused structures, and enhancing a residential neighborhood on the near west side of the City. The catalyst for development involves the construction of a signature public recreation and entertainment facility at 100 W. Mason Street (Parcel 2-78).
- B. RDA 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>Assesed Value</u>
2-70	515 S. Broadway	0.085	\$0.00
2-71	517 S. Broadway	0.064	\$0.00
2-76	525 S. Broadway	0.066	\$0.00
2-77	531 S. Broadway	0.301	\$0.00
2-78	100 W. Mason St.	7.974	\$0.00
2-107	S. Broadway	0.023	\$0.00
2-109	613 S. Broadway	0.079	\$0.00
2-945	S. Pearl St.	1.266	\$0.00
2-946	505 S. Broadway	0.362	\$0.00
2-947	419 S. Maple	2.310	\$293,000.00
2-949-A	511-513 S. Broadway	0.145	\$0.00
3-551	239 Arndt St.	4.665	\$0.00
3-554-A	101 Bridge St.	0.293	\$0.00
3-556	119 Bridge St.	0.702	\$0.00
3-568	401 S. Broadway	0.568	\$0.00
3-568-I	S. Broadway	0.372	\$0.00
3-569	420 S. Broadway	2.190	\$611,500.00
3-572	402 S. Broadway	0.110	\$39,100.00

- C. The parcels listed above shall be referred to as the "Property." The Property comprises approximately sixteen and nine hundred and sixty five thousandths (16.965) acres of land. A legal description of the Property is herein attached as EXHIBIT A.

D. RDA intends to complete a Project, which shall be composed of the following components, in accordance with all applicable codes and ordinances:

I. The Shipyard. A signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and surrounding property including, but not limited to:

- a) A multi-purpose, multi-season Outdoor Events Center (“Stadium”) with an artificial turf field (for soccer, football, rugby, lacrosse, and similar sports), scoreboard, lighting, grass berm seating, and related improvements, capable of holding approximately two thousand (2,000) persons for sporting events and eight thousand (8,000) persons for concerts, festivals, and community events; and
- b) A permanent structure for restrooms, lockers, and/or concessions; and
- c) Permanent and/or seasonal structures (e.g. shipping containers) for food, beverage, retail, and recreation; and
- d) A multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip, composed of a combination of concrete, pavers, asphalt, crushed limestone, wood or engineered decking, and/or similar hard surfaces; and
- e) An urban beach, children’s playground, splash pad and/or similar amenities; and
- f) A floating dock for transient boaters and an accessible kayak launch.

2. Public Improvements. Infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, but not limited to:

- a) Arndt Street. Appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users.
- b) S. Pearl Street. Appropriate paving, landscaping, lighting, and other improvements required to ensure safe, comfortable, and contiguous pedestrian accommodations on S. Pearl Street between Arndt Street and Walnut Street.
- c) CN Railroad Crossings. Construction of appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users at Mason Street, Arndt Street, and Bridge Street. The City and/or RDA will seek appropriate approvals for an additional CN railroad crossing with the future eastward extension of Clinton Street.
- d) Parking. Construction of approximately eight hundred (800) parking spaces with appropriate paving, landscaping, lighting, and other improvements, including:
 - (I) Approximately eighty (80) spaces adjacent to the Stadium within 100 W. Mason St. (Tax Parcel 2-78); and
 - (II) Approximately one hundred and twenty (120) spaces within S. Broadway and 613 S. Broadway (Tax Parcels 2-107 and 2-109) and the Mason Street right-of-way between S. Broadway and the Fox River; and

- (III) Approximately twenty (20) spaces within 525 S. Broadway and 531 S. Broadway (Tax Parcels 2-76 and 2-77); and
 - (IV) Approximately one hundred and twenty (120) spaces within 401 S. Broadway, S. Broadway, 505 S. Broadway, 511-513 S. Broadway, 515 S. Broadway, and 517 S. Broadway (Tax Parcels 3-568, 3-568-1, 2-946, 2-949-A, 2-70, and 2-71); and
 - (V) Approximately one hundred and sixty (160) spaces within the Mason Street right-of-way between S. Ashland Avenue and Maple Street; and
 - (VI) Approximately three hundred (300) spaces within 419 S. Maple, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-947, 3-569, and 3-572).
3. Neighborhood Investment. The City and/or RDA shall invest one million dollars (\$1,000,000.00), within three (3) years from the date of the execution of this Agreement, into residential acquisition, rehabilitation, and development projects in the neighborhood to the immediate west of the Property. Funds shall come from a combination of sources, including, but not limited to of Neighborhood Enhancement, Community Development Block Grant ("CDBG"), and/or HOME.
 4. Private Improvements. The City and/or RDA may enter into separate agreements with other parties to construct Private Improvements on the Property in order to generate additional economic activity and tax base, including, but not limited to, residential, commercial (e.g. retail, restaurant, hotel), office, and recreational uses.

The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.

- E. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Number Five ("TID 5" or the "TID"), which may provide part of the financing for certain costs of the Project. The RDA and City request that the Joint Review Board (JRB) create a new conservation and rehabilitation or blight Tax Increment District ("TID 21" therein replacing references to the "TID"), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.
- F. RDA has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to all costs of the Public and/or Private Improvements, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; and construction of new buildings and infrastructure, which will constitute Qualified Expenditures for which TIF assistance may be afforded RDA.
- G. The City and RDA desire for RDA to perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- H. In order to induce RDA to undertake the Project, such that the Project will build new structures using the latest codes, remove attractive nuisances and other problem properties, invest in neighborhoods with high complaint and/or police call volumes, remediate environmental contamination from the parcel and/or structures, enhance the physical (soil, water, air) landscape, encourage human-powered movement, interact positively with adjacent properties, the neighborhood, and community, strengthen and/or expand pedestrian, bicycle, and transit

transportation networks, create and/or enhance public spaces and amenities, remove blighted and neglected structures, expand our range of residential and commercial real estate products, and the public will generally benefit, the City has agreed to provide assistance to RDA 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 RDA 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 make commitments as set forth in this Agreement. The City intends to recover its costs through the Available TID Tax Increment generated by the TID. 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 and RDA, as amended and supplemented from time to time.

- B. "Annual Assessed Value" means the assessed value of the Private Improvements on the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available TID Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of properties in the TID 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 TID 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.
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Future Project" means any Private Improvements that will be constructed in the future, not specifically detailed in this Agreement.
- H. "Plans and Specifications" means the plans and specifications developed for the Project.
- I. "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 RDA, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- J. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- K. "Project" means the Project as defined in the Recitals.
- L. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- M. "Qualified Expenditures" means all costs of the Public and/or Private Improvements, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; and construction of new buildings and infrastructure.

- N. “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.
- O. “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.
- P. “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.
- Q. “TID” means Tax Increment District Number Five (“TID 5” 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 5 in 1999; TID 5 terminates in 2026. Should the Joint Review Board (JRB) create a new blight or conservation and rehabilitation TID encompassing the Property, all references to TID in this Agreement shall refer to such new TID.
- R. “TIF” means Tax Increment Financing relating to the TID.

III. FINANCING

- A. Budget. The total cost of the Project is expected to be ten million dollars (\$10,000,000.00), exclusive of the Neighborhood Investment funds described in Section D. 5. of the Recitals.
- B. Uses. The funds shall be exclusively used to complete improvements described in Section D. 1., D. 2., D 3., and D. 4. of the Recitals. Approximately one million, one hundred sixty thousand, three hundred dollars (\$1,160,300.00) shall be used to acquire real property not currently owned by the RDA and/or City, including:
 - 1. One hundred and forty-five thousand dollars (\$145,000.00) to acquire 525 S. Broadway, 531 S. Broadway, and 613 S. Broadway (Tax Parcels 2-76, 2-77, and 2-109) (acquired in April 2017 with neighborhood enhancement funds); and
 - 2. Three hundred dollars (\$300.00) to acquire S. Broadway (Tax Parcel 2-107) (acquired in May 2017 with neighborhood enhancement funds); and
 - 3. Twenty thousand dollars (\$20,000.00) to acquire 401 S. Broadway (Tax Parcel 3-568); and
 - 4. Nine hundred ninety-five thousand dollars (\$995,000.00) to acquire 419 S. Maple, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-947, 3-569, and 3-572).
- C. Sources.
 - 1. Project Grant. The RDA and/or City shall contribute no more than nine million, five hundred thousand dollars (\$9,500,000.00) as a Project Grant towards the Project. The Project Grant may be made in phases in order to reduce the total debt burden incurred by the City and/or reduce the amount of interest incurred.
 - 2. Stadium District Grant. The RDA and/or City shall contribute any Capital Project Grant funds from the Green Bay Brown County Professional Football Stadium District dedicated towards this Project.

3. Other Grants and Credits. The RDA and/or City, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the RDA and City make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded. RDA and City acknowledge and agree that such grants may be used for Public Improvements in addition to those identified herein, so long as the RDA and/or City's contribution does not exceed the Project Grant amount set forth in Section III. C. 1.
- D. Revenues. The RDA intends to pay the debt service on the Project Grant from the following sources:
1. Available TID Increment. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Number Five ("TID 5" or the "TID"), which may provide part of the financing for certain costs of the Project. The RDA and City request that the Joint Review Board (JRB) create a new conservation and rehabilitation or blight Tax Increment District ("TID 21" therein replacing references to the "TID"), effective January 1, 2018, which includes the Property and adjacent property. New development in the TID will generate incremental taxes, which shall be used to repay debt service on the Project Grant. The City shall take no action to dissolve the TID before debt service payments on the Project Grant are satisfied, subject to the provisions of this Agreement.
 2. Other Sources. RDA and/or the City shall be permitted to enter into separate agreements with other parties, including, but not limited to user fees, tenant leases, naming rights, private contributions, sponsorships, grants, or any combination of the same or other source, which rights shall have been absolutely assigned to the RDA and/or City.
 3. General Obligation. Should the Available TID Increment be insufficient to cover the debt service on the Project Grant before the termination of this Agreement or the termination of the TID, the City's obligation to make debt service payments on the Project Grant may be considered a general obligation of the City, and the full faith and credit and the taxing powers of the City may be pledged to the payment of such amounts. Amounts due hereunder may count against the City's constitutional debt limitation, and taxes may be levied for its payment or pledged to its payment should the Available TID Tax Increment be insufficient to make such debt service payments.

IV. OBLIGATIONS OF RDA

- A. Concept Plan. RDA shall approve the Concept Plan, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. The Concept Plan shall clearly identify the location of the improvements as defined in Section D. of the Recitals.
- B. Construction Documents. Prior to commencement of construction of any Phase of the Project, RDA shall approve 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.
- C. Development Budget. RDA shall approve a Development Budget, prepared in accordance with general principles for construction and development budgeting.

- D. Compliance with Planning; Zoning; Permits and Use. RDA 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.
- E. Acquisition of Property. RDA shall have closed on the purchase and shall have obtained all of the necessary rights of way required for the Project for all parcels within the Property. The Property and rights of way shall be owned in the name of the RDA or City.
- F. Termination or Relocation of Easements. RDA 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.
- G. Certified Survey Map. RDA shall cause a certified survey map to be prepared, approved by the City and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- H. Improvement of Property. RDA 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 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. RDA shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- I. Maintenance and Repair. RDA 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.
- J. Transfer or Sale of Project Property. If RDA intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, RDA shall notify the City in writing thirty (30) days prior to the anticipated transfer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property.
- K. Easements. RDA 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. RDA shall cause existing easements to be relocated or terminated to accommodate the Project.
- L. Environmental.
 - 1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, RDA 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. RDA shall provide the City with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 - 2. 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.

3. Survival. The provisions of this Section shall survive the conveyance to RDA of any City Property.

M. Insurance. Before commencement of construction activities on the Property, RDA shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which RDA 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 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 - \$100,000.00 per accident;
- b) Bodily Injury by Disease - \$100,000.00 per employee; and
- c) \$500,000.00 policy limit.

2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect RDA 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 RDA, 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 - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;

- b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - d) Medical Expense Limit - \$10,000.00 per person.
3. Comprehensive Automobile Liability and Property Damage. Coverage shall protect RDA 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 - \$250,000.00 per person; and
 - b) \$1,000,000.00 per occurrence; and Property Damage - \$250,000.00 per occurrence.
4. Umbrella Coverage. Coverage shall protect RDA and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. M. 1. to IV. M. 3. above.
5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, RDA 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 RDA of its obligation to perform under this Agreement and, in the event of loss, RDA shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
6. Fire and Casualty Insurance. RDA 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 RDA shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

N. Other.

- 1. Coal Trucks. RDA shall make a good faith effort to execute an Agreement with the property owners of 115 W. Mason St. (Parcel 2-950), 901-1011 S. Broadway (Parcel 2-958-A), and/or 1101 State Street (Parcel 1-1370) to relocate the primary means of ingress and egress from W. Mason St. to either S. Broadway, Sixth (6th) Street, or State Street.
- 2. 519 S. Broadway. RDA shall make a good faith effort to secure a right of first refusal or an offer to purchase the real property located at 519 S. Broadway (Parcel 2-72).

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF PARTIES

The obligations of RDA 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 have authorized the City to enter into this Agreement and authorized the person(s) signing this Agreement to execute and deliver it to RDA 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 RDA.

- C. Funding Source. The City shall have identified and approved a funding source in an amount greater than or equal to the Project Grant.
- D. Feasibility. This Agreement is contingent in on the RDA obtaining design and concept plans which demonstrate that the Project is capable of being completed within the amount identified in the Project Grant. The City and/or RDA may fund and obtain the necessary design and concept plans without waiving the contingency provided for by this provision, and which design and concept plans shall be eligible for reimbursement by the Project Grant once the contingency is satisfied.

VI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

RDA represents and warrants to the City as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and are true and correct and there has been no material change in any of the same.
- B. 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.
- C. Payment. RDA shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. RDA 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 RDA 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. RDA 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. RDA will pay all taxes and assessments levied against the Property when and as the same become due.
- D. Certification of Facts. No statement of fact by RDA contained in this Agreement and no statement of fact furnished or to be furnished by RDA to the City 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.
- E. No Litigation. There is no litigation or proceeding pending or threatened against or affecting RDA or the Property that would adversely affect the Project, RDA or the priority or enforceability of this Agreement, the ability of RDA to complete the Project or the ability of RDA to perform its obligations under this Agreement.
- F. 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 RDA is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which RDA is a party or an obligor.
- G. 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. RDA 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.

- H. Fees or Commissions. The City shall not be liable for any broker fees or commissions incurred by RDA in connection with the Property or any transactions contemplated by this Agreement.

VII. DEFAULT

- A. Default. Either party shall have all rights and remedies available under law or equity with respect to any failure of the other party to perform their obligations under this Agreement, but only after providing the defaulting party with notice of such default and a failure by the defaulting party to commence attempts to cure such default within the thirty (30)-day notice period. If the defaulting party 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.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default, the non-defaulting party may in its discretion:
1. Termination. Terminate this Agreement;
 2. Specific Performance. Sue for specific performance;
 3. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity.
- C. 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.
- D. 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.
- E. 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.

VIII. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;

3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement;
 6. The contingencies set forth in Section V cannot be satisfied as determined in the sole discretion of the party obligated to satisfy the contingency.
- B. Survival of Certain Provisions. Sections IV. D., IV. F., IV. J., IV. K., IV. L., VI. B., VI. C., VI. D., VI. G., VI. H., VII. B., VII. C., VII. D., VII. E., IX. B., IX. C., IX. F., X. I., IX. L., IX. N., IX. O., and IX. Q. shall survive the termination of this Agreement.

IX. MISCELLANEOUS PROVISIONS

- A. Assignment. Nothing herein shall prohibit the RDA from creating a limited liability company (LLC), incorporated in the State of Wisconsin, which shall be completely owned and controlled by the RDA, for the sole purpose of owning and operating the Stadium and other Improvements at 100 W. Mason St. (Parcel 2-78), to which the RDA may assign its rights, for which RDA shall not be required to provide written notice to the City, and shall not be required to obtain consent of the City of such actions. RDA may not otherwise assign its rights under this Agreement without the express prior written consent of the City, until the obligations of the RDA under Section IV hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by RDA only upon the prior, written consent of the City, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, neither party shall 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.
- C. 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 no party shall not seek or claim any such personal liability.
- D. 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.
- E. 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.

- F. 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.
- G. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- H. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, 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

To RDA: Redevelopment Authority of the City of Green Bay
 Attention: Executive Director
 100 North Jefferson Street, Room 608
 Green Bay, WI 54301

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

- I. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- J. 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.
- K. 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.
- L. 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.
- M. 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, RDA shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

- N. 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).
- O. 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.
- P. 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.
- Q. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

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

By: _____
James Schmitt, Mayor

Personally came before me this _____ day of _____ 2018, 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 2 of 2

THE CITY OF GREEN BAY and THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY.

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

By: _____
Gary Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, the above named _____ and _____, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A
Legal Description

515 S Broadway – Tax Parcel 2-70

Lot One (1), according to the recorded Plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of the Fox River, Brown County, Wisconsin.

Also:

Part of the surveyed part of Private Claim No. Two (2), West side of the Fox River, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the intersection of the North line of said surveyed part of Private Claim No. 2, with the Westerly right of way line of the (former) C&NW Railroad Company, said point being 10 feet Westerly from the centerline of said Railroad Company's main line tract measured at right angles thereto; thence S 24 degrees 40' 41"W along said Westerly right of way line 162.57 feet to the point of beginning; thence continuing S 24 degrees 40' 41" W along said Westerly right of way line 11.00 feet to the NE corner of Lot 1 of J. L. Jorgensen's Addition; thence N 58 degrees 34'54" W along the North line of said Lot 1, 117.10 feet to the NW corner of Lot 1, and the Easterly line of South Broadway Street; thence Easterly to the point of beginning on the Westerly right of way line.

517 S Broadway – Tax Parcel 2-71

Lot two (2), according to the recorded Plat of Jorgensen's Addition, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, subject to easement described in Volume 23 miscellaneous records, page 516, Brown County Records and as amended by Volume 228 Deeds, Page 627.

525 S Broadway – Tax Parcel 2-76

Lot Seven (7), according to the recorded plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin; AND Easement for the benefit of Parcel 1 created by an instrument granted by Spencer Enterprises, Inc. to William R. Jauquet and James C. Schantz dated October 9, 1975 and recorded in the office of the Register of Deeds for Brown County, Wisconsin on October 14, 1975, at 2:00 P.M., Jacket 90 records, Image 29, as Document No. 819319 for one parking space and right of ingress and egress from South Broadway to said parking space located on Lot Six (6), according to the recorded Plat of Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

531 S Broadway – Tax Parcel 2-77

Lots Eight (8) and Nine (9), according to the recorded Plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin AND that part of Private Claim No. 2, West side of Fox River, as described in Volume 316 Deeds, Page 607 and in Volume 361 Deeds, Page 622 and part of Lots Eleven (11) and Twelve (12), Block B, according to the recorded plat of Tank's First Addition, in the City of Green Bay, West side of Fox River, as described in Volume 361 Deeds, Page 621 and 622, Brown County Records EXCEPTING THEREFROM that part thereof, as described in Volume 972 Records, Page 556.

100 W Mason Street – Tax Parcel 2-78

Lot 1, Volume 27, Certified Survey Map, Page 247 (Map Number 4363), said map being part of Private Claim 2 West and Lots 1, 2, 3 and 4, M. Seller's Addition to Tank's First Addition, according to the recorded Plat thereof, and Mason Street, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

S Broadway – Tax Parcel 2-107

That part of Lot Twelve (12), Block “B”. lying West of the West line of the railroad right of way, according to the recorded Plat of C.L.A. Tank’s First Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

613 S Broadway – Tax Parcel 2-109

That part of Lot Eleven (11) and the Northerly 8.0 feet of Lot Ten (10), Block B, according to the recorded Plat of Tank’s First Addition, in the City of Green Bay, West side Fox River, Brown County, Wisconsin, lying Westerly of Railroad right of way.

S Pearl Street – Tax Parcel 2-945

That part of the surveyed part of Private Claim No. 2 West side of Fox River, described as follows: Commencing at a point in the West government dock line of Fox River where the same is intersected by the North line of the surveyed part of Private Claim No. 2 West; thence South 12° 35’ 14” West 108.41 feet; thence North 64° 6’ 21” West 650.11 feet to the West line of Pearl Street produced Southerly; thence North 24° 42’ 39” East along the West line of Pearl Street, produced 105.52 feet to the North line of the surveyed part of Private Claim No. 2 West; thence South 64° 6’ 21” East along the North line of the surveyed part of Private Claim No. 2 West 627.34 feet to the place of beginning, EXCEPT the part thereof described in Volume 196 of Deeds, Page 294 and EXCEPT the part thereof that lies West of the center line of Pearl Street produced Southerly.

505 S Broadway – Tax Parcel 2-946

Unsurveyed prt of PC 2 WSFR prt of PC 2 des in 173 D 180 & prt of Lot 1 Blk 5 Arndts 1st Add ex prt sold Electrical Serv Corp & ex 251 D 449 & 253 D 269 BCR

511-513 S Broadway – Tax Parcel 2-949-A

Those parts of the surveyed part of private claim no. two (2) West side of Fox River, Green Bay, Wisconsin and lot number one (1) of J.L. Jorgensen’s addition to the City of Green Bay, as described as follows:

Commencing at the intersection of the North line of said surveyed part of private claim no. 2, with the Westerly right-of-way of the (former) C&NW RY Co., said point being ten feet (10) Westerly from the center line of said RY. Co’s main track, measured at right angles thereof; thence South 24 Deg. 40’41”

West along said right-of-way line 173.57 feet to the Northeast corner of said lot number 1 of J.L.

Jorgensen’s addition; thence North 58 Deg. 34’54” West along the North line of said lot number 1, 117.10 feet to the Northwest corner of said lot 1, and the Easterly line of South Broadway, the point of beginning, said point also the point of a tangent curve; thence Northerly on a curve whose center lies to the West whose radius is 688.16 feet and along the West line of South Broadway Street in Green Bay,

Wisconsin, a distance of 54 feet; thence Easterly 118 feet more or less to a point in the aforesaid

Westerly right-of-way line of the C&NW RY. Co 108.67 feet Southerly from the point of commencement; thence South 24 Deg. 40’41” West along said right-of-way line 54 feet; thence Westerly to the point of beginning, the foregoing being a parcel of land bounded on the West by the Easterly line of South Broadway and on the East by the Western right-of-way line of C&NW RY. Co.

Together with and subject to easements and reservations as set out in 315 Deeds, Page 308 and 678 Brown Co. records, page 218, and further subject to easement to Wisconsin Public Service Corp. and easement to Northern Hydro-Electric Power Co. as recorded in Vol. 114 of Mortgages, page 49 & 50 Brown County records.

239 Arndt Street – Tax Parcel 3-551

Block 1, Arndt's Addition to Fort Howard, now part of the City of Green Bay and that part of the unsurveyed part of Private Claim No. 2, West side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at a point where the Northerly line of the surveyed part of Private Claim No. 2 West intersects the Westerly line of Pearl Street extended which point is located 248.3 feet Southerly along said Westerly line of Pearl Street from the Southerly line of Arndt Street; thence North 24° 42' 39" East along the Westerly line of Pearl Street extended 248.3 feet to the Northeast corner of Block 5, Arndt's First Addition to Fort Howard; thence South 64° 6' 21" East along the Southerly line of Arndt Street 573.01 feet more or less to the West government dock line Fox River; thence South 12° 35' 14" West along said government dock line 255.1 feet to the Northerly line of the surveyed part of said Private Claim No. 2 West; thence North 64° 6' 21" West along said Northerly line of the surveyed part of Private Claim No. 2 West 627.34 feet to the point of beginning; EXCEPT that part thereof that lies West of the center line of Pearl Street produced Southerly.

Lots 1 and 2, including the East ½ of Water Street vacated, Block 2, Arndt's Addition to Fort Howard now a part of the City of Green Bay.

Lot 3, Block 2 Arndt's Addition to Fort Howard now a part of the City of Green Bay, except the part thereof described in Volume 241 Deeds, page 234.

The vacated portion of Arndt Street extending Easterly from the Easterly line of Water Street (vacated) to the Fox River.

EXCEPTING THEREFROM:

- (a) The 20 foot main line right of way of the (former) C&NW RR Co., described at 4 Deeds 462.
- (b) The side track easement of the (former) C&NW RR Co., described at 90 Deeds 167

101 Bridge Street – Tax Parcel 3-554-A

That part of Lot Five (5), Block Two (2), according to the recorded Plat of Arndt's First Addition to the City of Fort Howard, now a part of the City of Green Bay, West side of Fox River, Brown County, Wisconsin, bounded on the West by a line 280 feet Easterly from and parallel to the Easterly line of Pearl Street and bounded on the East by the channel bank of Fox River, on the North by the Southerly line of Bridge Street, and on the South by the Southerly line of said Lot 5, Block 2, Arndt's First Addition.

119 Bridge Street – Tax Parcel 3-556

Part of Lots 3, 4 and 5, Block 2, Arndt's First Addition to Fort Howard, in the City of Green Bay, Brown County, Wisconsin, described as follows:

All that part of Lot 3, Block 2, lying Westerly of the West line of the premises conveyed to Fort Howard Paper Company as described in Jacket 38 Image 34, also the East 5 feet of vacated Water Street lying between the North and South lines of said Lot 3, Block 2, extended Westerly.

All that part of Lot 4 Block 2, lying between the East line of vacated Water Street and the Channel Bank of Fox River.

The Westerly 120 feet of Lot 5, Block 2; the easterly 5 feet of vacated Water Street lying between the North line of the aforesaid Lot 5 and the South line of the aforesaid Lot 4, Block 2 extended westerly.

401 S Broadway – Tax Parcel 3-568

Part of Block One (1), and all of Block Five (5) of Arndt's First Addition, also part of the unsurveyed part of Private Claim 2, West side of Fox River, all in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Beginning at the Northwest Corner of Block 5, Arndt's First Addition;
thence South 64° 12' 32" East, 211.59 feet along the north lines of Block 5 and Block 1, Arndt's First Addition, also being the southerly right-of-way of Arndt Street, to the westerly right-of-way line of the (former) Chicago and Northwestern Railroad as described in Volume 4 Deeds, page 462, Brown County Records; thence South 24° 51' 53" West 232.73 feet along said right-of-way to the north line of Volume 173, Deeds, page 180, Brown County Records; thence North 63° 56' 38" West, 141.10 feet along said north line to the easterly right-of-way line of Broadway, also being the westerly line of said Block 5; thence North 8° 02' 44" East, 243.64 feet along the easterly right-of-way line and said west line to the point of beginning, subject to easements of record. EXCEPTING therefrom that part of Block One (1) and Block Five (5), Arndt's First Addition as described in Brown County Document Number 1468994 recorded in Jacket 25638 as Image 22, Brown County Records.

S Broadway – Tax Parcel 3-568-1

That part of Block 1, Arndt's First Addition, that part of Lots 1, 2, and 3, Block 5, Arndt's First Addition, and that part of the unsurveyed part of Private Claim 2, West Side of the Fox River, all located in the City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the northwest corner of said Block 1, Arndt's First Addition; thence S64°-23'-16"E, 22.44 feet along the north line of said Block 1, also being the southerly right-of-way line of Arndt Street to the point of beginning; thence continuing S64°-23'-16"E, 8.44 feet along said north line of Block 1 to the westerly right-of-way line of the (former) Wisconsin Central Ltd. Railroad as described in Volume 4 of Deeds, Page 462 Brown County Records; thence S24°-41'-10"W 232.73 feet along said westerly right-of-way line to the northerly line of the property described in Volume 173 of Deeds, Page 180 Brown County Records; thence N64°-07'-24"W, 141.10 feet along said northerly line of Volume 173 of Deeds, Page 180 to the easterly right-of-way line of Broadway; thence N07°-52'-01"E, 22.64 feet along said easterly right-of-way line of Broadway; thence N75°-46'-39"E, 6.66 feet; thence along the arc of a 399.26 foot radius curve to the left 248.11 feet, said curve having a chord which bears N57°-58'-29"E, 244.14 feet to the point of beginning.

419 S Maple – Tax Parcel 2-947

PRT OF SURVEYED & PRT OF UNSURVEYED PRT OF PC2 WSFR & PRT OF VACANT STRIP & PRT OF BLK 1 NIELS HANSEN & PRT OF LOTS 6,7,8,9 & 10 BLK 1 & PRT OF LOTS 4 & 5 BLK A M SELLERS ADDN ALL DESC IN 2ND PCL IN 696 R 257 & IN 1932963 & IN 2145539

420 S Broadway – Tax Parcel 3-569

ARNDTS ADDN LOTS 1,2,3 & WLY 56 FT OF LOT 4 & E 63 FT OF LOTS 5 & 6 BLK 6 ALSO PRT OF UNSURVEYED PRT OF PC 2 WSFR DESC IN 71 MR 198 & 95 D 234 & 229 D 88 & 276 D 363 & 353 D 435 & 361 D 96 & 696 R 257 & 75J161-40 & 75J174-1 & PRT VAC ALLEY

402 S Broadway – Tax Parcel 3-572

ARNDTS ADDN LOT 4 EX WLY 56 FT BLK 6

EXHIBIT B
Preliminary Concept Plan
to be presented at RDA meeting



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # L.2.

To approve Term Sheet with GB Real Estate Investments, LLC, for Whitney Park Townhomes: Phase IV at 827 Cherry Street, 829 Cherry Street, 205 N. Van Buren Street, and 211 N. Van Buren Street (Tax Parcels 10-71, 10-72, 10-72-A, and 10-72-B), subject to minor legal and technical revisions. (June 12 RDA Meeting)

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

BACKGROUND

A Developer, GB Real Estate Investments, LLC, intends to complete a Project, which includes the demolition of existing structures, followed by the construction of six (6) owner-occupied residential two (2)-story townhomes (with a full basement), each approximately one thousand, four hundred (1,400) sq. ft. in size, containing three (3) bedrooms, two and one-half (2½) bathrooms, and a two (2)-stall garage.

The project aligns with our departmental vision of developing a community that is safe, healthy, connected, and loved, as it:

- remediates environmental contamination from the parcel;
- enhances the physical landscape;
- encourages human-powered movement;
- interacts positively with adjacent properties and the neighborhood; and
- expands our range of residential and commercial real estate products.

As of January 1, 2018, the Property has an aggregate assessed value of one hundred and eighteen thousand, two hundred dollars (\$118,200.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

- \$2,693.00 in total real estate taxes annually (assessed mill rate of \$22.79);
- \$2,693.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
- \$1,066.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be eight hundred and twenty-six thousand dollars (\$826,000.00) which is anticipated to yield approximately:

- \$18,824.00 in total real estate taxes annually (assessed mill rate of \$22.79);
- \$18,824.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
- \$7,450.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

The project is not economically viable without public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (“TID 20” or the “TID”), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve Term Sheet with GB Real Estate Investments, LLC, for Whitney Park Townhomes: Phase IV at 827 Cherry Street, 829 Cherry Street, 205 N. Van Buren Street, and 211 N. Van Buren Street (Tax Parcels 10-71, 10-72, 10-72-A, and 10-72-B), subject to minor legal and technical revisions.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes:

1. Property Transfer. The City and/or RDA shall convey 827 Cherry St. (Tax Parcel 10-71) and 829 Cherry St. (Tax Parcel 10-72) to Developer, free and clear via warranty deed, for the sum of one dollar (\$1.00). The City estimates the value of such Property to be approximately thirty-one thousand dollars (\$31,000.00).
2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which shall not exceed eighty percent (80%) of the Available Tax Increment for the Property and shall be capped at the lesser of one hundred and fifty thousand dollars (\$150,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

No general levy dollars will be used for this project.

ATTACHMENTS

1. 8 - WPTH - IV - 10-72 - 180607 - Term Sheet - RDA



City of Green Bay
Department of Community and Economic Development

TERM SHEET 18-01
WHITNEY PARK TOWNHOMES: PHASE IV

This Term Sheet is made this _____ day of _____, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
10-71	827 Cherry St.	0.20	\$0.00
10-72	829 Cherry St.	0.07	\$0.00
10-72-A	205 N. Van Buren St.	0.05	\$64,800.00
10-72-B	211 N. Van Buren St.	0.05	\$53,400.00

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately thirty seven hundredths (0.37) acres of land. A legal description of the Property is herein attached as EXHIBIT A.
- C. Developer intends to complete a Project, which includes the demolition of existing structures, followed by the construction of six (6) owner-occupied residential two (2)-story townhomes (with a full basement), each approximately one thousand, four hundred (1,400) square feet in size, containing three (3) bedrooms, two and one-half (2½) bathrooms, and a two (2)-stall garage. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.
- D. As of January 1, 2018, the Property has an aggregate assessed value of one hundred and eighteen thousand, two hundred dollars (\$118,200.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:
1. \$2,693.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$2,693.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$1,066.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be eight hundred and twenty-six thousand dollars (\$826,000.00) which is anticipated to yield approximately:

1. \$18,824.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$18,824.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$7,450.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).
- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (“TID 20” or the “TID”), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the project remediates environmental contamination from the parcel; enhances the physical landscape; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; expands our range of residential and commercial real estate products; and the public will generally benefit; the parties shall work in good faith to negotiate and execute definitive agreements, including a Development Agreement, by December 31, 2018. The Development Agreement will contain terms consistent with this Term Sheet to the extent such terms are not modified through future reviews and approvals, as well as other terms, representations and warranties typical of comprehensive development agreements. If the parties have not executed and delivered a Development Agreement by December 31, 2018, any party may terminate negotiations without liability to any other party.

I. 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:
1. Property Transfer. The City and/or RDA shall convey 827 Cherry St. (Tax Parcel 10-71) and 829 Cherry St. (Tax Parcel 10-72) to Developer, free and clear via warranty deed, for the sum of one dollar (\$1.00). The City estimates the value of such Property to be approximately thirty-one thousand dollars (\$31,000.00).
 2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:

- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - d) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2019, the TIF Increment would be determined as of January 1, 2020 and the PAYGo reimbursement would first be payable in 2021.
3. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
- a) Public Improvements, environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) "Private Improvements" specifically approved by the City or RDA; then
 - c) Any other activity specifically approved by the City or RDA.
4. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

- 1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
- 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of one hundred and fifty thousand dollars (\$150,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
- 3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
- 4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive

payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

- 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.
- E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

II. OBLIGATIONS OF DEVELOPER

Prior to the execution of a Development Agreement, Developer shall demonstrate to the satisfaction of the City and RDA the following items within this section.

- A. Site Control. Developer shall submit proof of control over all real estate comprising the Property. Developer will have agreed with all holders of easements and any other rights that may be affected by the Project to the termination, modification or relocation of easements and such other rights to accommodate the Preliminary Concept Plan.
- B. Preliminary Concept Plan. Developer shall submit a concept plan showing proposed Project improvements. 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. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- C. Preliminary Construction Documents. Developer shall submit all construction contracts, architectural drawings and plans and specifications for the improvements to be made. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- D. Preliminary Timeline. Developer shall submit a timeline that shall identify specific dates for the following Project milestones:
1. Property Acquisition. The date by which Developer will have acquired all real estate, rights-of way, and easements comprising the Property; after which Developer shall promptly cause a certified survey map to be prepared, approved by the City, RDA and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds. Property and rights-of-way shall be owned in the name of the Developer.
 2. Construction. The date by which Developer shall have commenced construction of the Project after which the Project shall proceed expeditiously thereafter.
 3. Occupancy. The date by which Developer shall have completed major construction on the Property and all permits have been obtained to allow for normal occupancy.

- E. Preliminary Development Budget. Developer shall submit a budget that shall include not less than eight hundred thousand dollars (\$800,000.00) in “hard” construction costs and shall also include at least a ten percent (10%) cost overrun/change order line item. The Budget shall clearly identify qualified expenditures for which TIF assistance may be afforded Developer.
- F. Proof of Equity. Developer shall submit proof of equity in the form of the value of the Property, less any mortgages thereon, plus funds on hand and not less than twenty percent (20%) cash equity available for injection into the Project in an amount sufficient to cover all Project costs, which shall not be provided to any third party sources. 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. Developer shall submit proof 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. Proof of Insurance. Developer shall submit proof that Developer has obtained and will maintain worker compensation insurance, comprehensive general liability insurance, comprehensive automobile liability and property damage, umbrella coverage and builder’s risk insurance in amounts and written by companies acceptable to the City and RDA, which shall each name the City and RDA as additional insureds and shall not be canceled without at least thirty (30)-day notice to the RDA and City.
- I. Existence. Developer shall submit proof that 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.
- J. No Litigation. Developer shall submit proof that 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 ability of Developer to complete the Project.
- K. No Default. Developer shall submit proof that 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.

III. MISCELLANEOUS TERMS

- A. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- B. Documents. Developer shall submit all documents to the City or RDA via one electronic copy and three printed copies.
- C. 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. 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.
- D. 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.

- E. 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 Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of 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.

CAVEAT

This Term Sheet does not constitute an offer or a legally-binding obligation of any party hereto, or any other party in interest, nor does it constitute an offer of securities

[Signature pages follow]

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

THE CITY OF GREEN BAY

By: _____
James J. Schmitt, Mayor

By: _____
Kris A. Teske, Clerk

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

By: _____
Gary Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

EXHIBIT A
Legal Description

827 Cherry Street: Tax Parcel Number 10-71

Lot Five Hundred Sixty (560), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

829 Cherry Street: Tax Parcel Number 10-72

The South 53 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

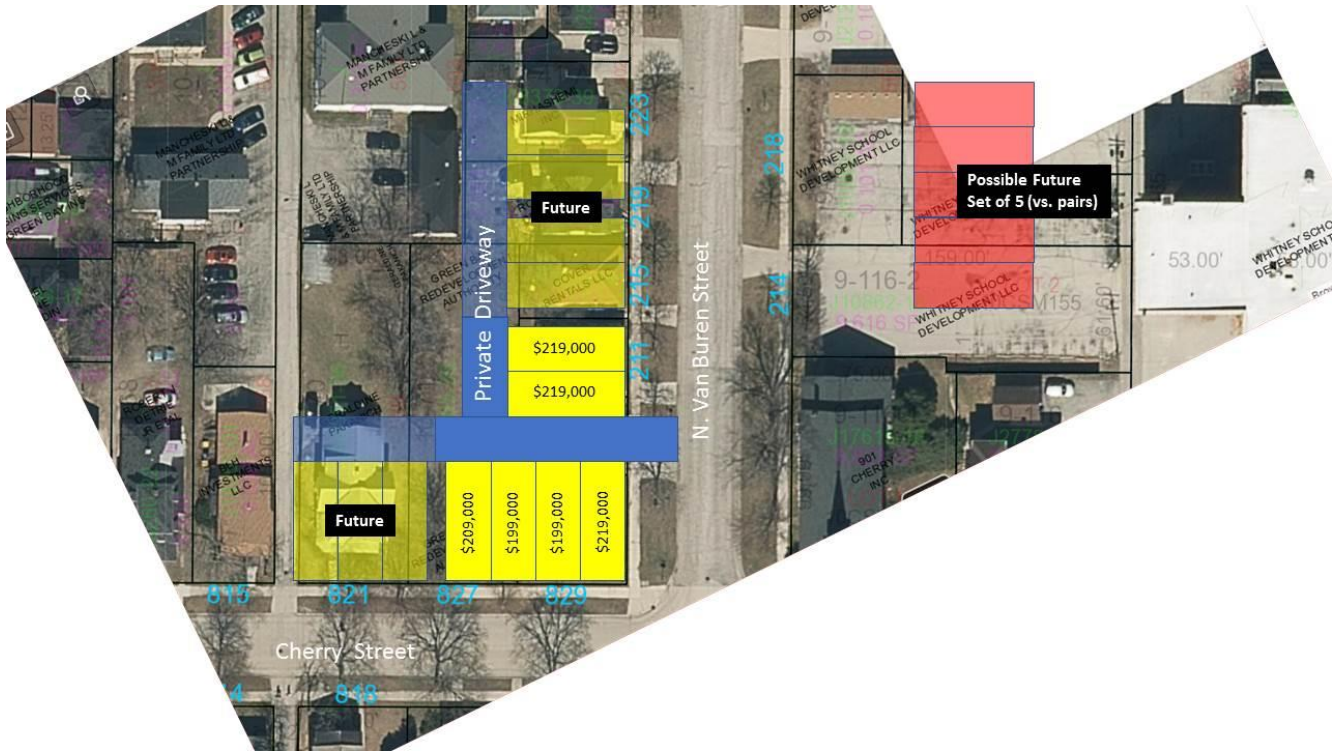
205 N. Van Buren Street: Tax Parcel Number 10-72-A

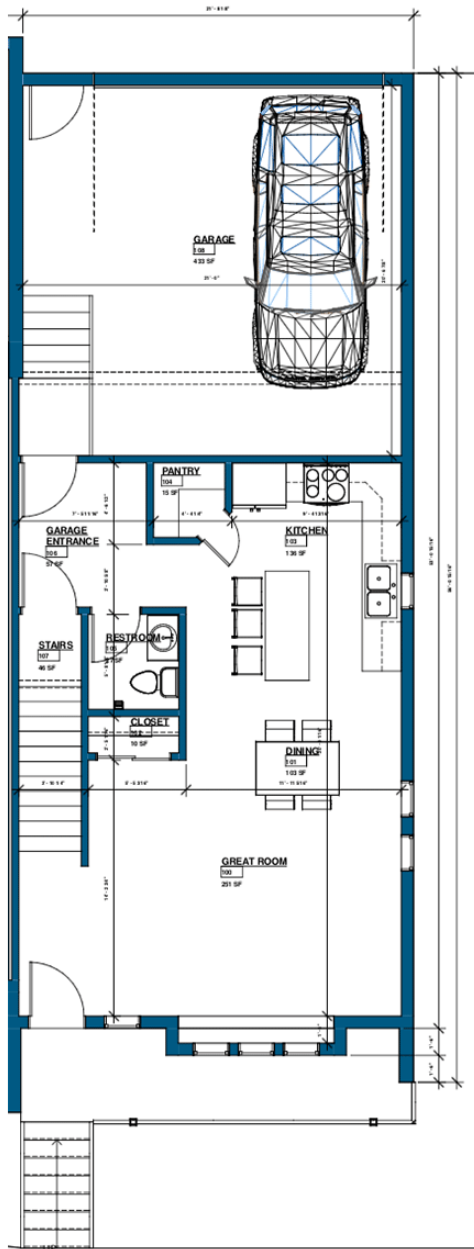
The Northerly 38 feet of the Southerly 91 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

211 N. Van Buren Street: Tax Parcel Number 10-72-B

The Northerly 38 feet of the Southerly 129 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

EXHIBIT B
Conceptual Site Plan

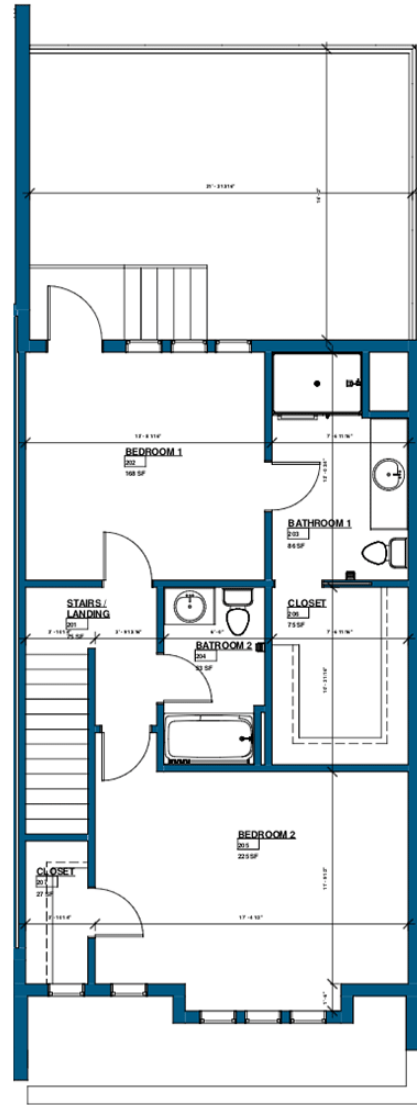




First Floor

Great room
Kitchen and pantry
Guest bathroom
Garage entrance

Lower level
(not pictured)
Third bedroom



Second Floor

Master bedroom
Master bathroom
Second bedroom
Second bathroom
Chicago-style patio



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # L.3.

To approve Term Sheet with GB Real Estate Investments, LLC, for 901 Main at 901 Main Street, 907 Main Street, and 913 Main Street (Tax Parcels 9-48, 9-47, and 9-46), subject to minor legal and technical revisions. (June 12 RDA Meeting)

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

BACKGROUND

A Developer, GB Real Estate Investments, LLC, intends to complete a Project, which includes construction of a three (3)-story, mixed use building with approximately six thousand three hundred (6,300) sq. ft. of retail space on the ground floor, twenty (20) one (1) and two (2)-bedroom market-rate residential apartment units on the second and third floors, and twenty (20) underground parking spaces.

The project aligns with our departmental vision of developing a community that is safe, healthy, connected, and loved, as it:

- remediates environmental contamination from the parcel;
- enhances the physical landscape;
- includes high-performance design elements, mechanical systems, and interior finishes;
- encourages human-powered movement;
- interacts positively with adjacent properties and the neighborhood; and
- expands our range of residential and commercial real estate products.

As of January 1, 2018, the Property has an aggregate assessed value of zero dollars (\$0.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

- \$0.00 in total real estate taxes annually (assessed mill rate of \$22.79);
- \$0.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
- \$0.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be two million, three hundred thousand dollars (\$2,300,000.00), which is anticipated to yield approximately:

- \$52,417.00 in total real estate taxes annually (assessed mill rate of \$22.79);
- \$52,417.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
- \$20,746.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

The project is not economically viable without public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (“TID 20” or the “TID”), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve Term Sheet with GB Real Estate Investments, LLC, for 901 Main at 901 Main Street, 907 Main Street, and 913 Main Street (Tax Parcels 9-48, 9-47, and 9-46), subject to minor legal and technical revisions.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes:

1. Property Transfer. The City and/or RDA shall convey the Property to Developer, free and clear via warranty deed, for the sum of nineteen thousand and nine hundred dollars (\$19,900.00). The City estimates the value of such Property to be approximately ninety-three thousand dollars (\$93,000.00).
2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which shall not exceed the Available Tax Increment for the first four (4) years, and then eighty percent (80%) of the Available Tax Increment for the Property, and shall be capped at the lesser of five hundred and forty thousand dollars (\$540,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

No general levy dollars will be used for this project.

ATTACHMENTS

1. 8 - Main 901 - 9-48 - 180607 - Term Sheet - RDA



City of Green Bay
Department of Community and Economic Development

TERM SHEET 18-02

901 MAIN

This Term Sheet is made this _____ day of _____, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
9-48	901 Main St.	0.19	\$0.00
9-47	907 Main St.	0.10	\$0.00
9-46	913 Main St.	0.10	\$0.00

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately thirty-nine hundredths (0.39) acres of land. A legal description of the Property is herein attached as EXHIBIT A.
- C. Developer intends to complete a Project, which includes construction of a three (3)-story, mixed use building with approximately six thousand three hundred (6,300) square feet of retail space on the ground floor, twenty (20) one (1) and two (2)-bedroom market-rate residential apartment units on the second and third floors, and twenty (20) underground parking spaces. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.
- D. As of January 1, 2018, the Property has an aggregate assessed value of \$0.00, which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:
1. \$0.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$0.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$0.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be two million, three hundred thousand dollars (\$2,300,000.00), which is anticipated to yield approximately:
1. \$52,417.00 in total real estate taxes annually (assessed mill rate of \$22.79);

2. \$52,417.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$20,746.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).
- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (“TID 20” or the “TID”), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the project remediates environmental contamination from the parcel; enhances the physical landscape; includes high-performance design elements, mechanical systems, and interior finishes; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; expands our range of residential and commercial real estate products; and the public will generally benefit; the parties shall work in good faith to negotiate and execute definitive agreements, including a Development Agreement, by December 31, 2018. The Development Agreement will contain terms consistent with this Term Sheet to the extent such terms are not modified through future reviews and approvals, as well as other terms, representations and warranties typical of comprehensive development agreements. If the parties have not executed and delivered a Development Agreement by December 31, 2018, any party may terminate negotiations without liability to any other party.

I. 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:
1. Property Transfer. The City and/or RDA shall convey the Property to Developer, free and clear via warranty deed, for the sum of nineteen thousand and nine hundred dollars (\$19,900.00). The City estimates the value of such Property to be approximately ninety-three thousand dollars (\$93,000.00).
 2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:

- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
- b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
- c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
- d) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2019, the TIF Increment would be determined as of January 1, 2020 and the PAYGo reimbursement would first be payable in 2021.

3. Qualified Expenditures. The PAYGo TIF Incentive shall only fund:

- a) Public Improvements, environmental remediation, and asbestos abatement as required by State and Federal law; then
- b) "Private Improvements" specifically approved by the City or RDA; then
- c) Any other activity specifically approved by the City or RDA.

4. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

1. Monetary Limitation. The TIF Incentive for the first four (4) years of PAYGo reimbursement payments shall not exceed the Available Tax Increment for the Property; the TIF Incentive in any year thereafter shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay PAYGo TIF Incentive in excess of the lesser of five hundred and forty thousand dollars (\$540,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and

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

- 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.
- E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

II. OBLIGATIONS OF DEVELOPER

Prior to the execution of a Development Agreement, Developer shall demonstrate to the satisfaction of the City and RDA the following items within this section.

- A. Site Control. Developer shall submit proof of control over all real estate comprising the Property. Developer will have agreed with all holders of easements and any other rights that may be affected by the Project to the termination, modification or relocation of easements and such other rights to accommodate the Preliminary Concept Plan.
- B. Preliminary Concept Plan. Developer shall submit a concept plan showing proposed Project improvements. 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. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- C. Preliminary Construction Documents. Developer shall submit all construction contracts, architectural drawings and plans and specifications for the improvements to be made. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- D. Preliminary Timeline. Developer shall submit a timeline that shall identify specific dates for the following Project milestones:
1. Property Acquisition. The date by which Developer will have acquired all real estate, rights-of way, and easements comprising the Property; after which Developer shall promptly cause a certified survey map (or a lot combination if approved by the City) to be prepared, approved by the City, RDA and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds. Property and rights-of-way shall be owned in the name of the Developer.
 2. Construction. The date by which Developer shall have commenced construction of the Project after which the Project shall proceed expeditiously thereafter.

3. Occupancy. The date by which Developer shall have completed major construction on the Property and all permits have been obtained to allow for normal occupancy.
- E. Preliminary Development Budget. Developer shall submit a budget that shall include not less than two million dollars (\$2,000,000.00) in “hard” construction costs and shall also include at least a ten percent (10%) cost overrun/change order line item. The Budget shall clearly identify qualified expenditures for which TIF assistance may be afforded Developer.
- F. Proof of Equity. Developer shall submit proof of equity in the form of the value of the Property, less any mortgages thereon, plus funds on hand and not less than twenty percent (20%) cash equity available for injection into the Project in an amount sufficient to cover all Project costs, which shall not be provided to any third party sources. 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. Developer shall submit proof 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. Proof of Insurance. Developer shall submit proof that Developer has obtained and will maintain worker compensation insurance, comprehensive general liability insurance, comprehensive automobile liability and property damage, umbrella coverage and builder’s risk insurance in amounts and written by companies acceptable to the City and RDA, which shall each name the City and RDA as additional insureds and shall not be canceled without at least thirty (30)-day notice to the RDA and City.
- I. Existence. Developer shall submit proof that 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.
- J. No Litigation. Developer shall submit proof that 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 ability of Developer to complete the Project.
- K. No Default. Developer shall submit proof that 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.

III. MISCELLANEOUS TERMS

- A. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- B. Documents. Developer shall submit all documents to the City or RDA via one electronic copy and three printed copies.
- C. 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. 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.

- D. 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.
- E. 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 Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of 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.

CAVEAT

This Term Sheet does not constitute an offer or a legally-binding obligation of any party hereto, or any other party in interest, nor does it constitute an offer of securities

[Signature pages follow]

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

THE CITY OF GREEN BAY

By: _____
James J. Schmitt, Mayor

By: _____
Kris A. Teske, Clerk

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

By: _____
Gary Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

The undersigned Developer hereby agrees to the terms set forth in the foregoing Term Sheet and acknowledge the Term Sheet creates no contract or other binding commitment on the part of the RDA or the City.

DEVELOPER:
GB REAL ESTATE INVESTMENTS, LLC

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2018, the above named _____, a member of GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A
Legal Description

901 Main Street: Tax Parcel Number 9-48

The South Ninety (90) feet of Lot Two Hundred Sixteen (216), Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin and the Easterly $\frac{1}{2}$ of vacated Van Buren Street lying Westerly of and adjacent to said parcel.

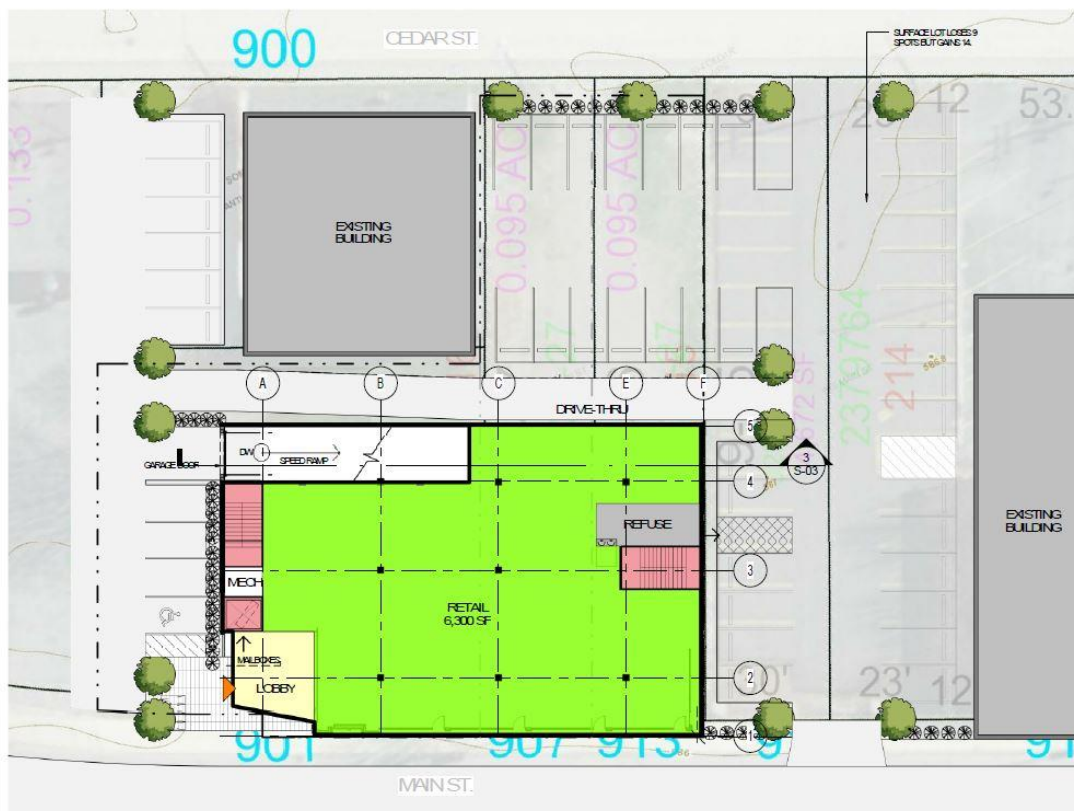
907 Main Street: Tax Parcel Number 9-47

The Westerly one-half ($\frac{1}{2}$) of Lot 215, Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

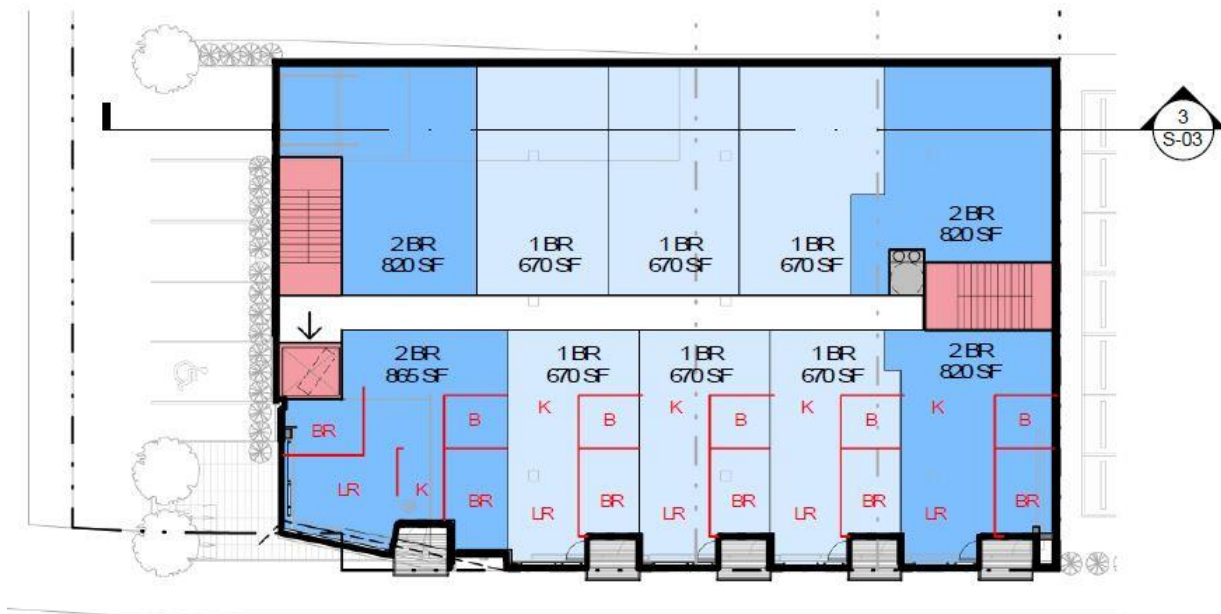
913 Main Street: Tax Parcel Number 9-46

The Easterly one-half ($\frac{1}{2}$) of Lot 215, Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

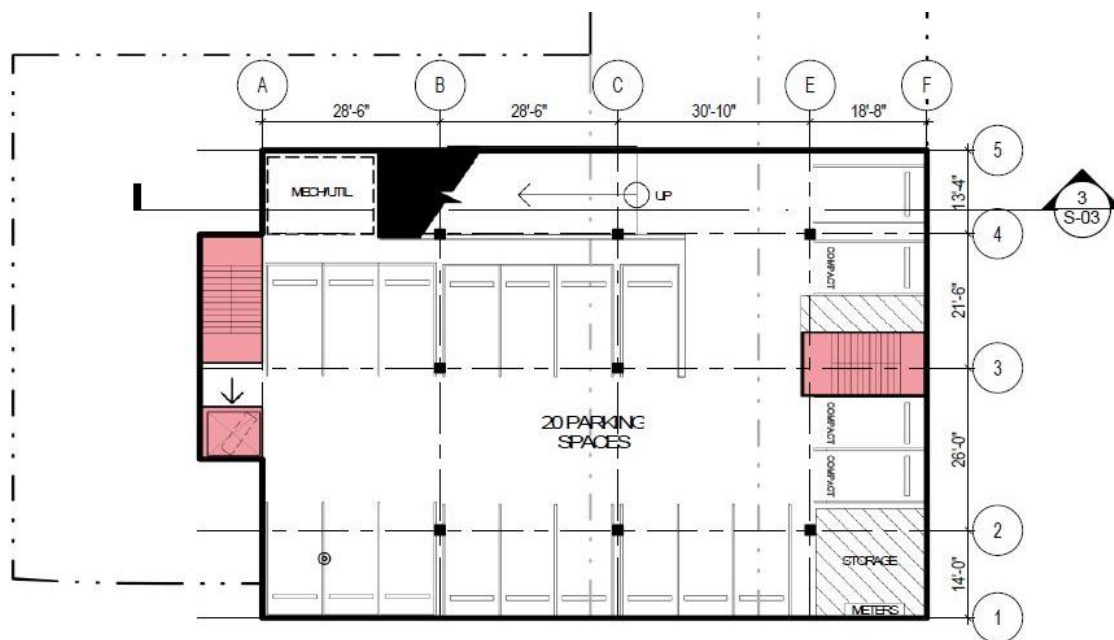
Conceptual Site Plan



LEVEL ONE - RETAIL



LEVEL 2 TYP RES



LOWER LEVEL - PARKING



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # L.4.

To approve borrowing one million, five hundred thousand dollars (\$1,500,000.00), in three draws of five hundred thousand dollars (\$500,000.00) each, as needed, from the State Trust fund for the Neighborhood Enhancement Fund. (June 12 RDA Meeting)

BACKGROUND

The Neighborhood Enhancement Fund (NEF) has been a successful City program since its inception in 1999. To date, \$9,865,000 in funding has been allocated for the fund including \$1,500,000 in 2015 and \$500,000 in 2017. For 2018-2019, Staff is requesting to borrow from the State Trust fund in three (3), \$500,000 increments. This will allow for the least amount of interest to incur on the loans. Staff will draw the funds as necessary, generating a program progress report to the RDA for subsequent draw requests. On average, Staff is able to spend \$500,000 in about a six (6) month turnaround. This request for borrowing should be able to sustain the Neighborhood Enhancement Fund until 2020. See attached for program proposal and previous allocations.

RECOMMENDATION

To borrow one million, five hundred thousand dollars (\$1,500,000.00) from the State Trust fund for the Neighborhood Enhancement Fund.

FISCAL IMPACT

The Neighborhood Enhancement fund currently has \$295,064.04 in the account. With \$175,337.00 of the fund allocated to upcoming projects, only \$119,727.04 is available.

ATTACHMENTS

1. NEF Proposal 2018
2. Neighborhood Enhancement Fund Allocations
3. RDA Property Areas 2018
4. NEFpropertiesFW
5. NEFpropertiesW
6. NEFpropertiesE
7. NEFpropertiesFE

Neighborhood Enhancement Fund 2018-2019

Total Allocation request: \$1,500,000

Borrowing Method and Timing

Funds are to be borrowed from the State Trust fund in three (3), \$500,000 increments. In order to incur the least amount of interest on the loans, Staff will draw the funds when necessary. A program progress report will be generated for the Redevelopment Authority upon subsequent draw requests. On average, Staff is able to spend \$500,000 in about a 6 month turnaround. This request for borrowing should be able to sustain the Neighborhood Enhancement Fund until 2020.

Program Allocations

Acquisition/Demolition **\$750,000**

Targets key properties in neighborhood for acquisition. (*Priority rating system will be used*)

- Purchase and Demolition: Buy property, tear down, and offer lot in incentive program.
- Purchase and Sale: Buy property and release request for proposal for rehab to occupy or sell.

Development Incentive Program **\$300,000**

Incentive for the construction of new, single-family homes.

- New Homes in Your Neighborhood grant – Available to persons interested in constructing an owner-occupied home on an RDA owned lot.

Architectural plans and building guide.

- Tailored to the unique sizes of most RDA owned neighborhood lots.

Conversion Grants **\$100,000**

Program that works to reduce density and restore homes to original design intent.

- Grants provided to convert multifamily homes to single family homes.
- Single family homes can be leased or owner-occupied. Additional loan funding available for owner-occupied homes.

City Beautification **\$150,000**

Program that implements aesthetic, placemaking improvements at highly visible public locations, therefore elevating the appearance of the entire neighborhood.

- Low maintenance median planting on primary corridors throughout the city.
- Gateway signage.
- Landscaping at key locations.
- Public art.

Maintenance/ Utilities**\$150,000**

- Lawn mowing and snow removal of RDA owned properties
- Lot clean ups from illegal dumping and storm damage on RDA properties.
- Non-Summary Nuisance Abatements: (referral from inspection) If owner does not have resources to repair, the RDA will repair property and place bill as special assessment.
- \$7,500 for part-time Compliance Inspector for recent rat issue.

Administrative and Marketing**\$50,000**

- \$45,000 for administrative to be used for Real Estate Specialist position. (50% of salary is paid with the General Fund)
- \$5,000 for marketing RDA owned lots and neighborhood Enhancement Programs.

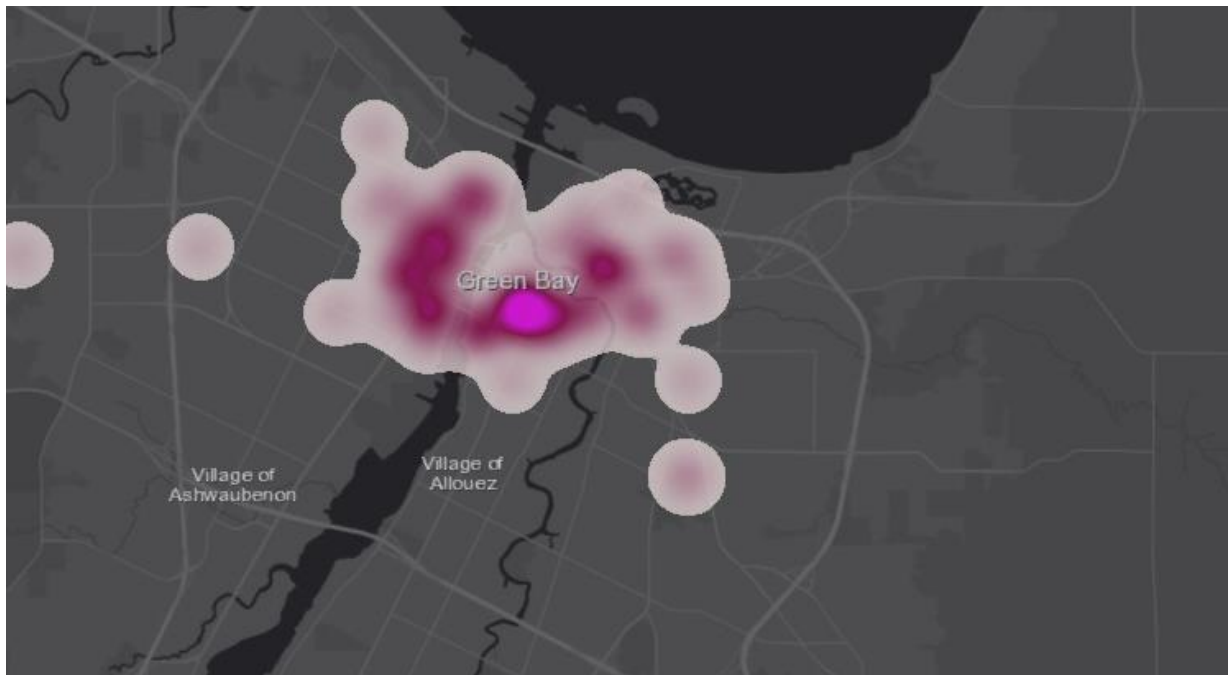
Neighborhood Enhancement Fund Allocations

<u>Year</u>	<u>Allocation</u>
1999	\$700,000
2000	\$565,000
2001	\$900,000
2002	\$600,000
2003	\$700,000
2004-2005	\$1,400,000
2006	\$700,000
2007	\$750,000
2008	\$600,000
2009	\$600,000
2010	\$150,000
2011	\$ 0
2012	\$ 0
2013	\$ 0
2014	\$200,000 (\$75,000 designated for Conversion Grant Program)
2015	\$1,500,000 (Divided into 4 categories)
2016-2017	\$500,000

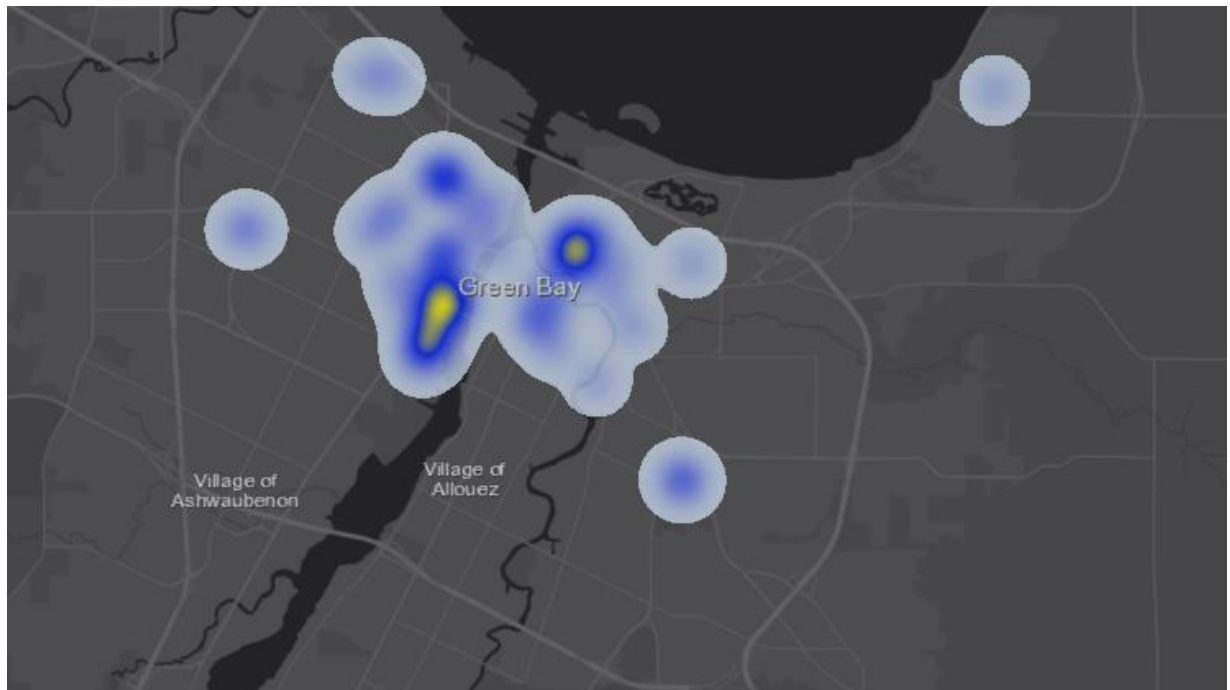
Total allocation to date: \$9,865,000

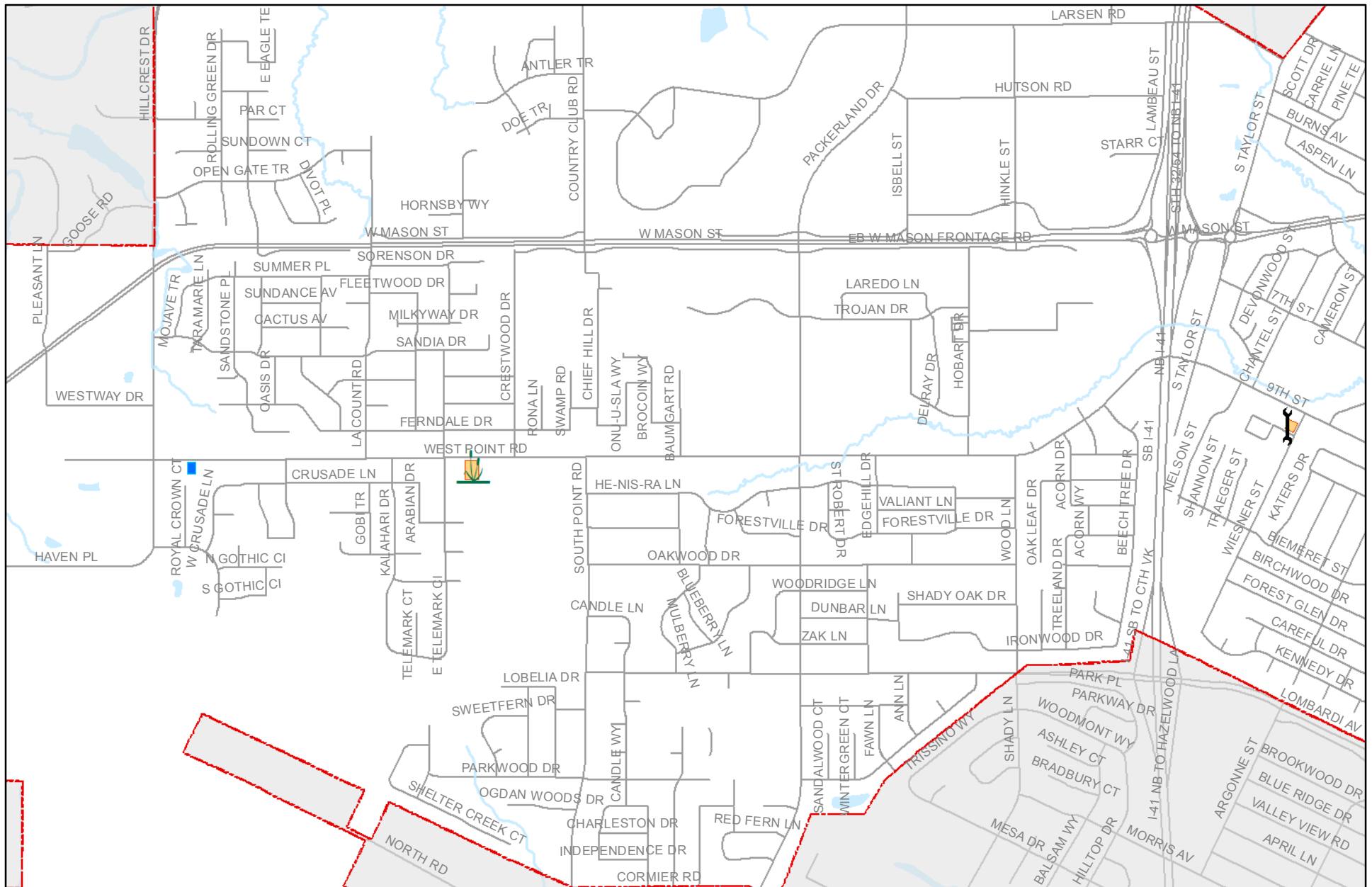
RDA Property Areas

Properties disposed 1999-2018



Properties currently owned





Neighborhood Enhancement Fund

nef_owned
nef_disposed
NEFpoints

 development
green

new construction



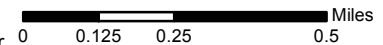
police



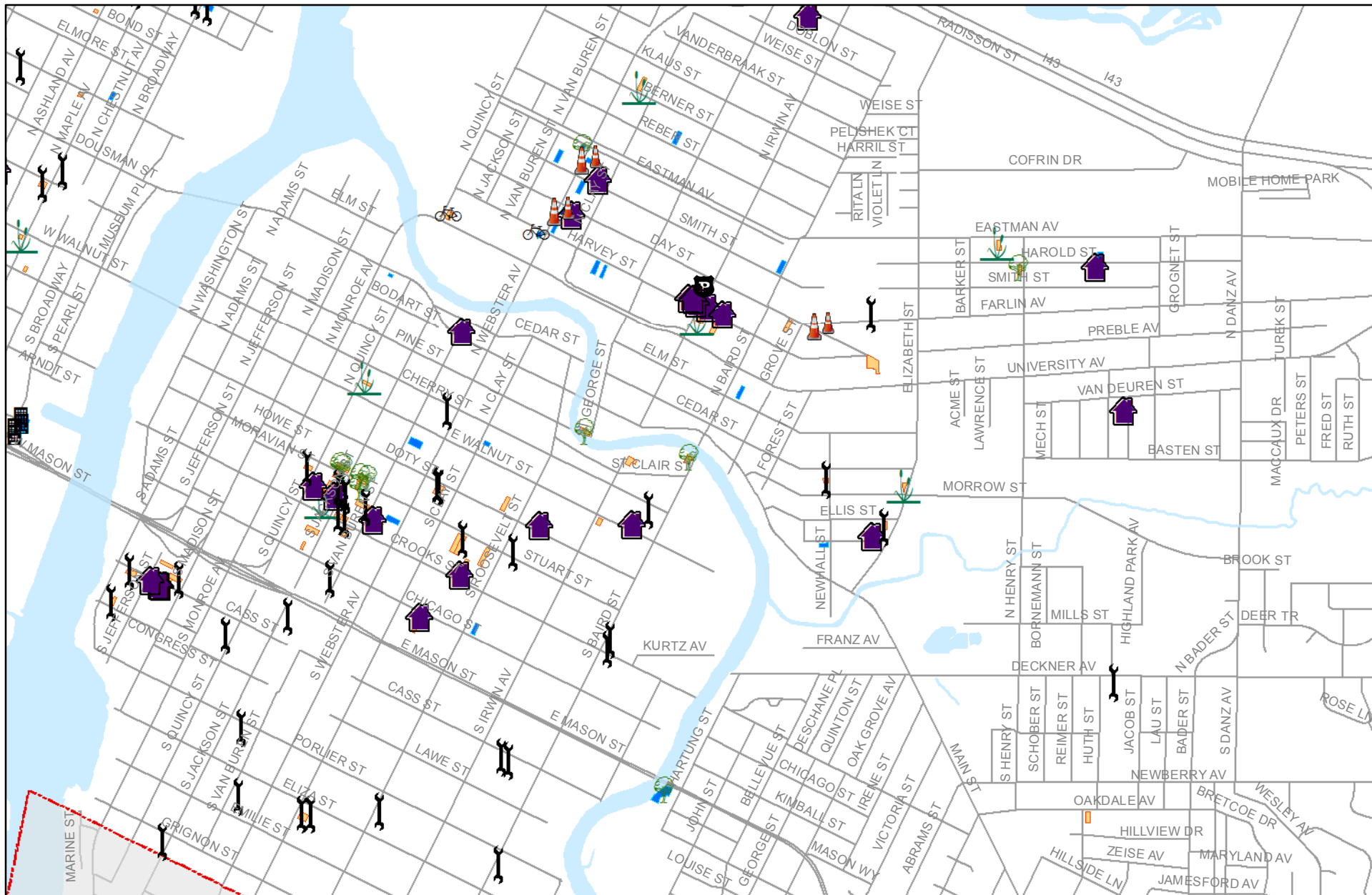
residential conversion

 road

transportation



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Neighborhood Enhancement Fund

nef_owned
nef_disposed
NEFpoints

development
green

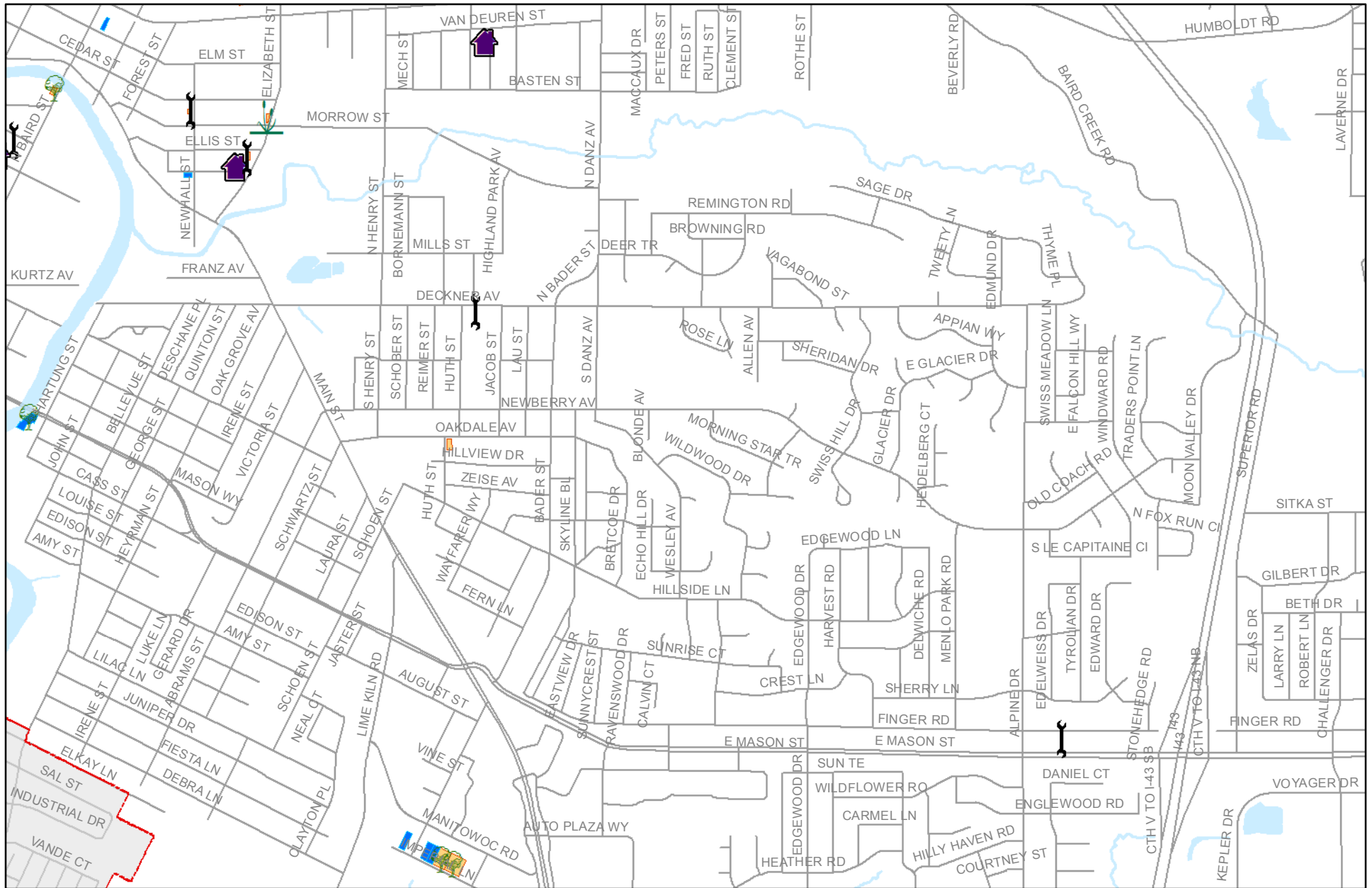
new construction
police

residential conversion
road

sold to neighbor
transportation

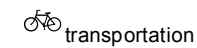
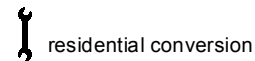
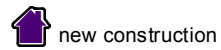
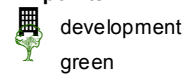
0 0.125 0.25 0.5 Miles

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Neighborhood Enhancement Fund

nef_owned
nef_disposed
NEFpoints



0 0.125 0.25 0.5 Miles



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Report to the
Funding Administration Subcommittee of the Redevelopment
Authority of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # L.5.

To approve the draft 2018 Annual Action Plan as recommended to the RDA. (June 12 RDA Meeting)

BACKGROUND

The Funding Administration Subcommittee met on June 4, 2018 to discuss the draft 2018 Annual Action Plan.

The City of Green Bay is an entitlement jurisdiction that receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to invest in the City of Green Bay. The funds are provided under the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) entitlement programs. As a federal requirement to receiving these funds, the City of Green Bay each year has to draft an Annual Action Plan. The Action Plan is a document which will guide the use of federal housing and community development funds within the City of Green Bay, resulting in a viable community with decent housing and suitable living environments and expanding economic opportunities, primarily for persons of low- and moderate-income.

Following federal requirements and obtaining input from City departments, non-profit organizations and the public, City staff has identified community needs, interest and objectives in order to make effective choices in preparing the following draft 2018 Annual Action Plan. The City of Green Bay's 2018 CDBG allocation from HUD is \$997,751.00 and 2018 HOME allocation is \$551,102.00.

CDBG Projects include the following:

Park Projects \$200,000.00: Replace the playgrounds at East River Van Beaver Park and Fort Howard/Jefferson Park. Any excess funding will be used to build and improve neighborhood parks in CDBG eligible areas in the City.

DPW Projects \$200,000.00: Replace deteriorated alleys and sidewalks due to tree root damage or to ensure ADA accessibility.

Public Service – Fair Housing Services \$20,000.00: Contract with an organization that will provide fair housing services such as educational services through presentations and direct assistance, manage fair housing complaints, and distribute information on fair housing laws and illegal discrimination in the City of Green Bay.

Public Service – Community Gardens \$12,000.00: Contract with the Brown County UW-Extension to support half of a full-time position that is responsible for the operations of the community gardens in the City of Green Bay.

CDBG Eligible Area Projects \$140,401.00 plus Program Income: Housing related activities such as acquisition, demolition, relocation, rehabilitation, emergency repairs, reconstruction, and historic

preservation. Additionally, eligible projects such as streetscape improvements to improve the overall quality of living in LMI neighborhoods.

CDBG Eligible Area Projects \$50,000.00: Beautification and Art related activities in LMI areas of the City of Green Bay.

CDBG Eligible Area Projects \$25,000.00: Contract with the Green Bay Water Utility to provide grants to LMI households within the City of Green Bay to have water lead line replaced.

Economic Development \$50,000.00: Provide Façade and Demo loans and/or grants to businesses to improve store fronts in the City of Green Bay.

Economic Development \$100,000.00 plus Program Income: Provide loans to businesses in the City of Green Bay who will create or retain jobs for LMI individuals.

CDBG Administration \$199,350.00 plus 20 percent Program Income: Provide staff salaries and supplies for the administration of the CDBG funds.

HOME Projects include the following:

Single Family Rehabilitation Loans: \$150,000.00 plus Program Income: Provide loans to LMI households in the City of Green Bay who can't afford to pay for necessary repairs to their properties.

Downpayment Closing Cost Assistance \$100,000.00: Contract with a local organization to administer loans to LMI families for down payment and/or closing cost assistance on the acquisition of their first home.

Housing Development Advancement \$145,992.00: Create additional opportunities for quality affordable housing units in the City of Green Bay such as owner occupied, rental, ADA accessible, elderly, and homeless units.

Community Housing Development Organizations (CHDO) Set Aside \$100,000.00: Housing projects that will be carried out by a local Community Housing Development Organization. These projects will involve the construction or rehabilitation of homes for single family or rental housing.

HOME Administration \$55,110.00 plus 10 percent Program Income: Provide staff salaries and supplies for the administration of the HOME funds.

RECOMMENDATION

Approve recommended draft 2018 Annual Action Plan to the RDA.

FISCAL IMPACT

ATTACHMENTS

- I. 2018 RDA Funding Draft

2018 Community Development Block Grant Allocations

Potential Projects	Staff Recommendations	Program Income	TOTAL
Park Projects			
Park Projects	\$200,000.00	\$0.00	\$200,000.00
DPW Projects			
Sidewalk/Alley Resurfacing	\$200,000.00	\$0.00	\$200,000.00
Public Service Programs			
Fair Housing Services	\$20,000.00	\$0.00	\$20,000.00
Community Gardens	\$12,000.00	\$0.00	\$12,000.00
Subtotal for Public Service	\$32,000.00	\$0.00	\$32,000.00
CDBG Eligible Area Projects -Acquisition, Demolition, Rehabilitation, Reconstruction, Infrastructure Improvements, Historic Preservation	\$140,401.00	\$8,000.00	\$148,401.00
CDBG Eligible Area Projects - Beautification/Art	\$50,000.00	\$0.00	\$50,000.00
CDBG Eligible Area Projects - Homeowner Lead Line Replacement	\$25,000.00	\$0.00	\$25,000.00
Economic Development Façade/Demo	\$50,000.00	\$0.00	\$50,000.00
Economic Development Revolving Loan	\$100,000.00	\$120,000.00	\$220,000.00
* CDBG Administration	\$199,350.00	\$32,000.00	\$231,350.00
TOTALS	\$996,751.00	\$160,000.00	\$1,156,751.00

2018 CDBG Allocation - \$996,751.00

2018 Estimated Program Income \$160,000 (\$120,000 is restricted to Economic Revolving Loan fund)

Public Services-limited to a max of 15% total Entitlement + prior year PI (\$243,041)

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

2018 HOME Allocations

Potential Projects	Staff Recommendations	Program Income	TOTAL
Single Family Rehabilitation Loans	\$150,000.00	\$90,000.00	\$240,000.00
Downpayment Closing Cost Assistance	\$100,000.00	\$0.00	\$100,000.00
Housing Development Advancement Projects	\$145,992.00	\$0.00	\$145,992.00
Community Housing Development Organizations (CHDO) Set Aside	\$100,000.00	\$0.00	\$100,000.00
*HOME Administration	\$55,110.00	\$10,000.00	\$65,110.00
TOTALS	\$551,102.00	\$100,000.00	\$651,102.00

2018 HOME Allocation \$551,102

2018 Estimated Program Income \$100,000

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

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

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



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # L.6.

To approve the Development Agreement with Green Bay Packaging, Inc. for a Project at 1500 N Quincy St, 1600 Leo Frigo Way, 900 Radisson St, 733 Weise St, 1802 Webster Ct, 1700 Webster Ct, 1800 Webster Ct, 831 Radisson St, 1910 N Quincy St, N Quincy St (Tax Parcels 20-308, 20-452-1, 20-464, 20-494, 20-619, 20-650, 20-665, 20-678, 20-682, and 20-684-A). (June 15 RDA Meeting)

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

BACKGROUND

Green Bay Packaging, Inc. intends to invest over five hundred million dollars (\$500,000,000.00) in a substantial manufacturing expansion project, of which the primary focus is construction of a new, state-of-the-art liner board and medium paper mill. The project also includes demolition of the existing mill; soil remediation and disposal; engineering, grading, erosion control, and landscaping; construction and relocation of sanitary sewer, storm sewer, and potable water and wastewater mains and laterals; construction and relocation of storm water management facilities; construction and relocation of telephone, high-speed cable, and related technology infrastructure; construction and relocation of natural gas, electrical power, and other public utilities.

This facility will be the first paper mill built in the country in over thirty (30) years. Innovative technologies will double the volume of paper output, while a cutting-edge reclaimed water system means that the facility will not need to draw water from, nor discharge water to, the Fox River. The project also reduced greenhouse gas emissions by replacing coal-fired burners with more efficient natural gas boilers.

The project aligns with our departmental vision of developing a community that is safe, healthy, connected, and loved, as it:

- will sustain and create nearly nine hundred (900) employment opportunities with sustainable wages across Developer's properties;
- remediate environmental contamination from the parcel;
- enhance the physical landscape;
- eliminate blighted structures;
- build new structures using the latest codes; and
- strengthen and/or expand public water, sewer, stormwater, and other utility infrastructure.

As of January 1, 2018, the Property has an aggregate assessed value of eighteen million, one hundred and seven thousand dollars (\$18,107,000.00), which based on the assessed tax rates in effect as of January 1,

2018, the Property yields approximately:

- \$412,658.00 in total real estate taxes annually (assessed mill rate of \$22.79);
- \$412,658.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
- \$163,325.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

Upon completion of proposed Project, the City estimates the aggregate assessed property value of the Property to be sixty-four million, five hundred and eleven thousand, one hundred dollars (\$64,511,100.00), which is anticipated to yield approximately:

- \$1,470,207.00 in total real estate taxes annually (assessed mill rate of \$22.79);
- \$1,470,207.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
- \$581,890.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

The project is not economically viable without public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new blight Tax Increment District Number Twenty-Two (“TID 22” or the “TID”), effective January 1, 2018, which includes the Property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve Development Agreement with Green Bay Packaging, Inc. for a Project at 1500 N Quincy St, 1600 Leo Frigo Way, 900 Radisson St, 733 Weise St, 1802 Webster Ct, 1700 Webster Ct, 1800 Webster Ct, 831 Radisson St, 1910 N Quincy St, N Quincy St (Tax Parcels 20-308, 20-452-1, 20-464, 20-494, 20-619, 20-650, 20-665, 20-678, 20-682, and 20-684-A), subject to minor legal and technical revisions.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes:

Property Transfer. The City and/or RDA shall convey 2820 N. Quincy St. (Tax Parcel 20-689) to Developer, free and clear via warranty deed, for the sum of one dollar (\$1.00). The City estimates the value of such Property (including improvements) to be approximately one million, five hundred thousand dollars (\$1,500,000.00). The City estimates the cost of securing land to reconstruct the improvements to be approximately four million dollars (\$4,000,000.00).

PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which shall not exceed ninety percent (90%) of the Available Tax Increment for the Property, which shall be capped at the total amount of Qualified Expenses incurred and paid by Developer.

Street Vacation. Prior to December 31, 2019, the City shall take action to discontinue, vacate, or otherwise make available to Developer those portions of Quincy Street and Radisson Street.

No general levy dollars will be used for this project.

ATTACHMENTS

I. 8 - GBP - 20-650 - 180611 - Development Agreement - RDA



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 18-03

GREEN BAY PACKAGING

This Development Agreement is made this _____ day of _____, 2018,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),

THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),

and Green Bay Packaging Inc., a Wisconsin corporation ("Developer").

RECITALS

- A. Developer has proposed to acquire and/or 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>
20-308	1500 N Quincy St	2.81	\$668,500.00
20-452-1	1600 Leo Frigo Way	1.18	\$329,400.00
20-464	900 Radisson St	2.70	\$318,500.00
20-494	733 Weise St	1.81	\$401,600.00
20-619	1802 Webster Ct	0.45	\$52,600.00
20-650	1700 Webster Ct	3.23	\$1,861,800.00
20-665	1800 Webster Ct	4.32	\$461,900.00
20-678	831 Radisson St	11.64	\$5,416,800.00
20-682	1910 N Quincy St	12.88	\$3,259,600.00
20-684-A	N Quincy St	36.49	\$5,336,300.00

- B. The parcels listed above, along with a segment of N. Quincy Street to be vacated and a segment of Radisson Street to be vacated, shall be referred to as the "Property." The Property comprises approximately seventy seven and fifty one hundredths (77.51) acres of land. A legal description of the Property is herein attached as EXHIBIT A.
- C. Developer intends to complete a Project, which includes construction of a new, state-of-the art liner board and medium paper mill, which also includes demolition of the existing mill; soil remediation and disposal; engineering, grading, erosion control, and landscaping; construction and relocation of sanitary sewer, storm sewer, and potable water and wastewater mains and laterals; construction and relocation of storm water management facilities; construction and relocation of telephone, high-speed cable, and related technology infrastructure; construction and relocation of natural gas, electrical power, and other public utilities. The proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.
- D. As of January 1, 2018, the Property has an aggregate assessed value of eighteen million, one hundred and seven thousand dollars (\$18,107,000.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

1. \$412,658.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$412,658.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$163,325.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).
- E. Upon completion of proposed Project, the City estimates the aggregate assessed property value of the Property to be sixty-four million, five hundred and eleven thousand, one hundred dollars (\$64,511,100.00), which is anticipated to yield approximately:
1. \$1,470,207.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$1,470,207.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$581,890.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new blight Tax Increment District Number Twenty-Two ("TID 22" or the "TID"), effective January 1, 2018, which includes the Property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; and the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the Project will sustain and create nearly nine hundred (900) employment opportunities with sustainable wages across Developer's properties, eliminate blighted structures, build new structures using the latest codes, strengthen and/or expand public water, sewer, stormwater, and other utility infrastructure, 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, subject to Force Majeure. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City, RDA, and Developer, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld, conditioned, or delayed. 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 Private Improvements and Property above the

base value and attributable to development within a tax incremental finance district during the twelve (12) month period preceding a payment date. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.

- D. “Base Value” means the aggregate assessed value of the Property when the TID was created, which shall be eighteen million, two hundred and ninety-nine thousand dollars (\$18,107,000.00), subject to final confirmation by the Wisconsin Department of Revenue.
- E. “City” means the City of Green Bay, Brown County, Wisconsin.
- F. “Concept Plan” means the plan for the Project.
- G. “Developer” means Green Bay Packaging Inc., 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 Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
 - 1. road, pedestrian, and bicycle improvements; and
 - 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 - 3. telephone, high-speed cable, and related technology infrastructure; and
 - 4. natural gas, electrical power, and other public utilities; and
 - 5. any related engineering, grading, erosion control, and landscaping; and
 - 6. any related land acquisitions and divestitures, and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- N. “Qualified Expenditures” means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- O. “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.

- P. “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.
- Q. “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.
- R. “TID” means Tax Increment District Number Twenty-Two (“TID 22” or the “TID”), of the City of Green Bay, for which The Developer requests that the RDA and City ask the Joint Review Board (JRB) create a new blight Tax Increment District, effective January 1, 2018, which includes the Property.
- S. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- T. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. PUBLIC 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, but for the City and RDA providing TIF, the Project would not happen.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be composed of the following:
 - I. PAYGo Reimbursement. The City shall provide a TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - b) Subject to the Available Tax Increment.
 - c) PAYGo Reimbursement payments will be payable to Developer in the year following the year with respect to which the applicable Available Tax Increment is calculated, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2019, the TIF Increment would be determined as of January 1, 2020 and the PAYGo reimbursement would first be payable in 2021.
 - 2. Qualified Expenditures. The TIF Incentive shall be used to reimburse Developer for expenditures in the following categories:
 - a) Public Improvements, as defined in Section II. N., and any infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, or which affect or are otherwise necessary for construction of Public Improvements.

b) Private improvements, including as required by local, State, and Federal law:

- (I) Environmental remediation and asbestos abatement; and
- (II) Storm and wastewater management facilities and related improvements; and
- (III) Floodplain fill and related flood mitigation improvements; and
- (IV) Safety, health, and wellness improvements; and
- (V) Sustainability, energy efficiency, and similar improvements; and
- (VI) Foundation and structural work, and geotechnical improvements.

c) Any other activity specifically approved by the City and/or RDA.

3. Property Transfer. Prior to June 30, 2018, the City shall execute a Purchase and Sale Agreement with Developer for 2820 N. Quincy St. (Parcel 20-689) for the sum of one dollar (\$1.00).
4. Street Vacation. Prior to December 31, 2019, the City shall take action to discontinue, vacate, or otherwise make available to Developer those portions of Quincy Street and Radisson Street as shown on the Preliminary Concept Plan (EXHIBIT B).

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

1. Monetary Limitation. The PAYGo Reimbursement part of the TIF Incentive in any year shall not exceed ninety percent (90%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenditures incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, TIF Incentive payments shall be made within thirty (30) days after Developer has paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year, provided, however, in no event shall TIF Incentive payments continue after the earlier of termination date of the TID or the termination of this Agreement if before the termination of the TID.
5. Accumulation. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that to the extent the Qualified Expenditures from time to time exceed the amount of the Available Tax Increment from which such Qualified Expenditures may then be reimbursed (such excess, the "Unreimbursed Qualified Expenditures"), such Unreimbursed Qualified Expenditures will accumulate and Developer will remain entitled to receive reimbursement in respect of such Unreimbursed Qualified Expenditures in all respects from the Available Tax Increment in later periods.

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 Tax 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.

- E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to September 30, 2018, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement.
- B. Construction Documents. Prior to September 30, 2018, 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 to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, and materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to September 30, 2018, Developer shall submit a preliminary 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 three hundred million (\$300,000,000.00) in investments for the entire Project; and
 2. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept

Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Acquisition of Property. By no later than September 30, 2018, 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, provided however, that Developer shall not be responsible for any delays caused by the City in acquiring those parcels and rights of way presently owned by the City. 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.
- G. 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.
- H. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- I. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenditures as set forth herein.
- J. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the 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 September 30, 2018, subject to Force Majeure (which will include failure on the part of the issuing authority to timely issue permits). Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

- K. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- L. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- M. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- N. Transfer or Sale of Project Property.
1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer (including by way of merger or acquisition) to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- O. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- P. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. 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. Except for any conditions caused by the City for any property sold or conveyed by the City with respect to the Project, Developer shall

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

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

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

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

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

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

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

- a) Bodily Injury by Accident - \$100,000.00 per accident;

- b) Bodily Injury by Disease - \$100,000.00 per employee; and
 - c) \$500,000.00 policy limit.
- 2. 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 - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;
 - b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - d) Medical Expense Limit - \$10,000.00 per person.
- 3. 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 - \$250,000.00 per person; and
 - b) \$1,000,000.00 per occurrence; and Property Damage - \$250,000.00 per occurrence.
- 4. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Sections IV. S. 1. to IV S. 3. above.
- 5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall (or cause its construction contractor to) 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.
- 6. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

R. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and asserted by a third party (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 their 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 Joint Review Board (JRB) shall create a new TID, effective January 1, 2018, which includes the Property, and which will provide part of the financing for certain costs of the Project, subject to a Project plan consistent with this Agreement. 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 adverse 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, subject to approved variances therefrom.
- D. 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.

- E. Good Standing. Developer is a corporation 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.
- F. 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.
- G. 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.
- H. No Litigation. There is no litigation or proceeding pending or, to Developer's knowledge, 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.
- I. 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.
- J. 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.
- K. 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.

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 to the City or RDA 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 following notice of such default and failure from the City or RDA and a failure by the Developer to commence attempts to cure such default within thirty (30) days of such notice; provided, that if Developer 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;

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, as well as the remedies set forth in VIII.B.1-7 above (as stated and applied as rights of Developer), 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 pursuant and subject to the terms of this Agreement;
 - 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 - 4. This Agreement is terminated because of an Event of Default;
 - 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments Termination. TIF payments shall continue for a period of no longer than twenty-seven (27) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2045, subject to the terms of this Agreement.
- C. Survival of Certain Provisions. Sections III. C, III.D, IV.E, IV.H, IV.N.2, IV.O, IV.P.2, IV.R, V.A, V.B, V.C, V.D, V.E, VII.C, VII.D, VII.E, VII.F, VII.J, VII.K, VIII.B, VIII.C, VIII.D, VIII.E, VIII.F, X.B, X.C, X.G, X.J, X.M, X.O, X.P, X.Q, and X.R., and those that are intended by their terms to survive shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. 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.

- B. 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 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.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City, RDA, or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. Time. Subject to Force Majeure, TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
Attention: City Clerk
100 North Jefferson Street
Green Bay, WI 54301

To RDA: Redevelopment Authority of the City of Green Bay
Attention: Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301

To the Developer: Green Bay Packaging, Inc.
Attention: Bryan Hollenbach
1700 N. Webster Court
Green Bay, WI 54302

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

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. 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.
- L. 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.
- M. 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.
- N. Recording of Agreement. The City may record 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.
- O. 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).
- P. 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.

- Q. 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.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 4

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:
GREEN BAY PACKAGING INC.**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, the above named _____, a member of Green Bay Packaging, Inc., a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
BROWN COUNTY, and GREEN BAY PACKAGING, INC.

By: _____
James Schmitt, Mayor

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, 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 _____

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
BROWN COUNTY, and GREEN BAY PACKAGING, INC.

By: _____
Gary Delveaux, Chair

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, the above named _____ and _____, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, Wisconsin

My Commission Expires _____

EXHIBIT A
Legal Description

20-308 1500 N Quincy St
20-452-1 1600 Leo Frigo Way
20-464 900 Radisson St
20-494 733 Weise St
20-619 1802 Webster Ct
20-650 1700 Webster Ct
20-665 1800 Webster Ct
20-678 931 Radisson St
20-682 1910 N Quincy St
20-684-A N Quincy St

EXHIBIT B
Preliminary Concept Plan



GREEN BAY PACKAGING





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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # M.I.

To approve a \$20.00 wheel tax with the following stipulations:

1. Staff annually present to the Improvement & Services Committee the status of the wheel tax funds with the 5 year projection of road projects and a report of projects completed in the previous 5 years;
 2. I&S Committee review and approve allocation of amounts or percentages to road priorities;
 3. The revenue be used to eliminate all residential special assessments for these purposes, and half of non-residential special assessments; and
 4. The anticipated \$2.1M in revenue be allocated as follows: \$1.675M to street improvements, \$175K to offset the reduction in revenue from non-residential special assessments, \$250K to railroad crossings.
- (No Recommendation: Motion failed on a vote of 2-2).*

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # M.2.

To approve request by Ald. Wery to allow City Council members a second parking permit contingent upon Personnel Committee approval adding the second parking pass to the Alder's benefit package.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # M.3.

To approve request by the Department of Public Works regarding approval of the annual Compliance Maintenance Annual Report (CMAR) and resolution for Wisconsin Department of Natural Resources (WDNR) sanitary sewer collection permit and to authorize the Mayor and City Clerk to execute the resolution, and allow the Director of Public Works to forward these documents to the Wisconsin Department of Natural Resources.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. eCMAR I-S Summary 6-06-2018
2. eCMAR Pre-FINAL 6-7-2018



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

INTER-OFFICE
MEMO

TO: Improvement & Services Committee
Steven Grenier – Director of Public Works

FROM: Matthew Heckenlaible – Utility Manager

SUBJECT: Compliance Maintenance Annual Report
Executive Summary

DATE: June 6, 2018

C: James Brunette – Assistant Director of Public Works

Sanitary Sewer System Background

Each year the Department of Public Works is required to submit a report to the Wisconsin Department of Natural Resources (WDNR) as to the status of the City's sanitary sewer collection system. This is done through the Compliance Maintenance Annual Report (eCMAR).

The CMAR is broken into two (2) sections to be evaluated, Financial Management and the Sanitary Sewer Collection Systems.

The Financial Management section is inquiring whether or not we have ample revenue to meet expenditures and if we are planning for capital projects / costs. For the 2017 report, the Wisconsin Office of Energy Innovation in conjunction with the WDNR, added a subsection pertaining to Energy Efficiency and Use. The Office of Energy has been obtaining energy usage data from potable water systems for years and are somewhat aware that in a time of energy needs what it would take to keep potable water systems operational, but they have very little appreciable data on what energy needs are associated with waste water treatment plants and collection systems. The Office of Energy and WDNR will be requesting this information to also aid entities to track their own energy usage and determine if there are any deficiencies to lift stations or similar mechanisms could be improved thereby saving municipalities money. In 2017, the City again was in favorable standing receiving an "A" rating for this section.

The Sanitary Sewer Collection System section inquires about the various components of a CMOM (Capacity, Management, Operations & Maintenance) program along with the maintenance performed within our collection system and the number of sanitary sewer related complaints and back-ups. The City had an EPA mandate to develop and implement a CMOM in July of 2013. The WDNR mandated that all collection and treatment facilities of a CMOM in place and begin implementing by August 1, 2016 as was noted in the CMAR presentation at the June 2016 Improvement and Service Committee meeting. In 2014, the City submitted a draft copy of the CMOM to EPA for review and consideration. EPA submitted comments back to the City and revisions were made to the initial draft document. In 2015, the City began formalizing a CMOM and began implementing various components that were



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

**INTER-OFFICE
MEMO**

ready. The CMOM program is a living document that is reviewed, revised, trained upon and implemented on an annual basis. Along with existing programs that were in place and no ‘reportable’ sanitary sewer overflows, we were again in favorable standing receiving an “A” rating for this section.

Year	Financial Rating	Sewer System Rating	Overall Rating	% System Cleaning	% System Televised	Total No. of Sewer Complaints	Back-ups from City Main	SSOs
2006	A	A	A	33.53*	3.19	323	207	0
2007	A	A	A	30.6*	3.2	332	249	0
2008	A	A	A	29.3*	2.9	364	239	0
2009	A	C	C+	8.85	3.5	359	267	2
2010	A	A	A	11.37	2.4	317	238	0
2011	A	A	A	24.75	10.59	299	72	0
2012	A	A	A	19.5	9.7	281	57	0
2013	A	A	A	43	19.4	272	43	0
2014	A	A	A	31.2	34.9	321	25	0
2015	A	A	A	31.03	16.04	248	42	0
2016	A	A	A	38.06	16.44	178	13	0
2017	A	A	A	61.9	16.1	174	11	0

- **Double counting of footages**

Action Necessary

The Department of Public Works is requesting the Improvement & Service Committee and Common Council to adopt the Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Annual Report and authorize the Mayor and City Clerk to execute the resolution and allow the Director of Public Works to forward these document to WDNR.

Compliance Maintenance Annual Report

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2017

Financial Management

1. Provider of Financial Information

Name:

Matthew Heckenlaible

Telephone:

(920) 448-3100

(XXX) XXX-XXXX

E-Mail Address
(optional):

MattHe@greenbaywi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points)

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2017

● 0-2 years ago (0 points)

○ 3 or more years ago (20 points)

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2017

● 1-2 years ago (0 points)

○ 3 or more years ago (20 points)

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 1,380,381.32

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

+

\$ 165,170.82

3.2.3 Adjusted January 1st Beginning Balance

\$ 1,545,552.14

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 209,700.00

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 25,527.45

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 1,729,724.69

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Audit adjustment from 2016 to 2017 fund balance because budgeted funds exceeded expenditures; purchase of minor replacement equipment.

3.3 What amount should be in your Replacement Fund? \$ 1,729,724.69

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below.

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Hinkle Steet Reconstruction (Larsen to W Mason)	250000	2013
2	Webster Ave (East River to Radison)	750000	2018
3	Harvey Street Reconstruction (Jackson to Webster)	150000	2014
4	Howard Street Reconstruction (Twelfth to Oak)	500000	2013
5	Baird Creek Interceptor Sewer Extension	1000000	2018
6	Grandview Estates Subdivision Collection System - Phase I	500000	2017
7	Webster Avenue (E Mason to Porlier)	500000	2016
8	Rerouting of Reber Street Interceptor Sewer (Webster to Quincy)	1000000	2017
9	Sitka Street Reconstruction	370000	2017
10	Superior Road Reconstruction	110000	2017
11	Humboldt Road Reconstruction	525000	2016
12	Bradley Estates Sub'd	160000	2016
13	Eaton Heights Sub'd	250000	2016
14	Superior Heights Sub'd	260000	2017
15	Annual Rehabilitation and Reconstruction Contracts	1100000	2017
16	Annual Repair, Reconstruction and Rehabilitation Contracts (Two Contracts)	1325000	2018
17	Contract Annual Sewer Cleaning & CCTV	666,000	2018

5. Financial Management General Comments

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ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	5,524	0
February	4,915	0
March	6,896	4
April	7,845	0
May	6,907	1
June	6,534	0
July	3,825	0
August	5,379	0
September	5,422	0
October	3,263	0
November	2,888	1
December	6,102	0
Total	65,500	6
Average	5,458	2

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- ☒ No

Green Bay City

☐ Yes

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6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☒ Yes

☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

1. Review, modify and continue implementation of the current CMOM in 2017.
2. Continue with the development of written operating procedures (SOPs) primarily within the Department of Public Works (DPW) - Engineering and DPW - Sewer Sections.
3. Review and modify SOPs that during implementation and training need to be changed.
4. Continue to fill vacant Utility Section positions that were created as part of the 2016 re-organization of DPW.
5. Continue to strive for zero (0) basement back-up complaints that originate from the City's sewer system.

Did you accomplish them?

☐ Yes

☒ No

If No, explain:

1. The CMOM document is a document that needs continued review, modification and as such training to properly implement. The City views this as an on-going goal and task.
2. DPW continues to develop, review, modify, train and implement SOPs. The City views this as an on-going goal and task.
3. The City filled all vacant Utility Section positions that were created during the 2016 re-organization.
4. With the change of philosophy, the City continues to see a reduction in City caused basement back-ups and in total number of sanitary sewer complaints.

☒ Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☒ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Chapter 21 - Utilities; Chapter 16 - Plumbing Code

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 12/16/2017

Does your sewer use ordinance or other legally binding document address the following:

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☒ Private property inflow and infiltration ☒ New sewer and building sewer design, construction, installation, testing and inspection ☒ Rehabilitated sewer and lift station installation, testing and inspection ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary ☒ Fat, oil and grease control ☒ Enforcement procedures for sewer use non-compliance ☒ Operation and Maintenance [NR 210.23 (4) (d)] Does your operation and maintenance program and equipment include the following: ☒ Equipment and replacement part inventories ☒ Up-to-date sewer system map ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation ☒ A description of routine operation and maintenance activities (see question 2 below) ☐ Capacity assessment program ☒ Basement back assessment and correction ☒ Regular O&M training ☒ Design and Performance Provisions [NR 210.23 (4) (e)] What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property? ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements ☒ Construction, Inspection, and Testing ☐ Others: ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] Does your emergency response capability include: ☒ Responsible personnel communication procedures ☒ Response order, timing and clean-up ☒ Public notification protocols ☒ Training ☐ Emergency operation protocols and implementation procedures ☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ Special Studies Last Year (check only those that apply): ☐ Infiltration/Inflow (I/I) Analysis ☐ Sewer System Evaluation Survey (SSES) ☐ Sewer Evaluation and Capacity Management Plan (SECAP) ☐ Lift Station Evaluation Report ☐ Others: 	0												
2. Operation and Maintenance 2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Cleaning</td> <td style="width: 20%; text-align: center; border: 1px solid black;">61.9</td> <td style="width: 55%;">% of system/year</td> </tr> <tr> <td>Root removal</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of system/year</td> </tr> <tr> <td>Flow monitoring</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of system/year</td> </tr> <tr> <td>Smoke testing</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of system/year</td> </tr> </table> Sewer line televising	Cleaning	61.9	% of system/year	Root removal	0	% of system/year	Flow monitoring	0	% of system/year	Smoke testing	0	% of system/year	
Cleaning	61.9	% of system/year											
Root removal	0	% of system/year											
Flow monitoring	0	% of system/year											
Smoke testing	0	% of system/year											

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	16.1	% of system/year
Manhole inspections	71.5	% of system/year
Lift station O&M	4	# per L.S./year
Manhole rehabilitation	.4	% of manholes rehabbed
Mainline rehabilitation	.91	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services
River or water crossings	0	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		
The City continuously monitors with SmartCovers, and at a minimum, bi-annually cleans two pairs of inverted siphons that cross under the East River. All other river / waterway crossings are inspected or maintained on a rotating basis within a three year period.		
3. Performance Indicators		
3.1 Provide the following collection system and flow information for the past year.		
31.95	Total actual amount of precipitation last year in inches	
29.52	Annual average precipitation (for your location)	
465.99	Miles of sanitary sewer	
13	Number of lift stations	
0	Number of lift station failures	
0	Number of sewer pipe failures	
11	Number of basement backup occurrences	
174	Number of complaints	
14.9	Average daily flow in MGD (if available)	
615.0	Peak monthly flow in MGD (if available)	
	Peak hourly flow in MGD (if available)	
3.2 Performance ratios for the past year:		
0.00	Lift station failures (failures/year)	
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)	
0.00	Sanitary sewer overflows (number/sewer mile/yr)	
0.02	Basement backups (number/sewer mile)	
0.37	Complaints (number/sewer mile)	
41.3	Peaking factor ratio (Peak Monthly:Annual Daily Avg)	
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)	
4. Overflows		

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LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☒ Yes

☐ No

If Yes, please describe:

The City has been more cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. The City had budgeted funds in 2017 to develop a model of the sanitary sewer system that would assist in evaluating if I/I is a significant issue or not. The City was not able to obtain consultant services in 2017 but is on a goal to complete in 2018.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☒ Yes

☐ No

If Yes, please describe:

The City has been more cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. The City had budgeted funds in 2017 to develop a model of the sanitary sewer system that would assist in evaluating if I/I is a significant issue or not. The City was not able to obtain consultant services in 2017 but is on a goal to complete in 2018.

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

The City has been more cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. There were no significant documented I/I performance related instances in 2017. There were more sustained precipitation events in 2016 that did result in performance issues throughout the Greater Green Bay area.

5.4 What is being done to address infiltration/inflow in your collection system?

The City has been trying to install cured in place pipe (CIPP) liners and inject chemical grout into mainline and manhole joints to aid in the reduction of I/I. In late 2016, the City acquired SmartCovers to monitor flow elevations within portions of our sanitary sewer system and track any indication of increased flows during and after precipitation events. The City budgeted and acquired additional SmartCovers in 2017 to continue to try and narrow down suspected areas that may contribute to I/I within our sanitary sewer system.

The City had budgeted funds in 2017 to develop a model of the sanitary sewer system that would assist in evaluating if I/I is a significant issue or not. The City was not able to obtain consultant services in 2017 but is on a goal to complete in 2018.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Green Bay

Date of Resolution or
Action Taken:

5/24/2018

Resolution Number:

WDNR

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

The City will continue to review and implement written policies, procedures and CMOM documents to aid in better understanding financial constraints that exist in order to better operate, manage and maintain the City's sanitary sewer system.

Review the Energy Usage within the sanitary sewer system and better determine if there are additional cost savings that can be recognized in years to come like reducing I/I.

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

The City will continue to audit and implement our CMOM program on an annual basis. Within the CMOM, tasks, goals will continually be created, reviewed and up-dated to continue the CMOM to evolve to be the important resource to effectively manage and maintain the City's sewer system.

To develop a Fat, Oil, Grease (FOG) program that will assist in reducing FOG from entering the sanitary sewer system which will reduce unnecessary preventative maintenance.

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

The City will continue to audit and implement our CMOM program as required by EPA and WDNR. The goal is to better manage and maintain the City's sanitary sewer infrastructure in the most economical fashion possible while providing a high quality of service and minimizing infrastructure back-ups.



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # M.4.

To approve request by the Department of Public Works to authorize the Department of Public Works to execute contracts related to asbestos abatement and demolition of properties associated with the Webster Avenue project, consistent with the terms and conditions previously established for authorizing the Department of Public Works to execute other construction contracts.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # M.5.

To approve a single source purchase of Warning Gates and Gate Arms from B&B Roadway in the amount of \$75,590.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Warning Gates and Gate Arms

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

TO : Purchasing Division/Administrative Services

DATE: June 7, 2018

FROM: Department/Division

REQUISITION # TBD

List "No Substitute" Item(s) here:

2 - VW - 5 Warning Gates
VW - 5 Warning Gate arm
LED Arm lights and Bumper Rod

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ 76,000.00
☐ 2) Annual Commodity purchase: Estimated annual cost: \$
☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$
Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

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

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

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

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

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

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

Replacing existing equipment on Main St. Bridge.

Approvals:

Requestor:

Date:

Department Head:

Date:

Purchasing Manager:

Date:



Quote Number

WI356

POT2290

15191 Hwy 243 Russellville, AL 35654

Phone: (888) 560-2060 Ext 16 (256) 332-4035 Ext 16

E-mail: jthorn@bbroadway.com Web-site: www.bbroadway.com

Date:	June 1, 2018	E-mail	jessicape@greenbaywi.gov
Attention:	Jessica Peterson	Ph:	920-448-3134
Company:	City of Green Bay	Cell:	
Job Description: Replacement Gates for VT-40 on FO # 97-8048-2, Fox River / Main St			
Qty.	Description	Unit Price	Total Price
2	VW-5 Warning Gate Includes: - Galvanized Steel Housing, Painted Aluminum 480 Volt, 3PH Motor - Rotary Limit Switch with 8 independent switches - Offset Side Arm Tubes - Aluminum/Fiberglass Gate Arm, Square Material - Arm Dimension "A" = 445" on One Gate and 512" on One Gate (Center of Gate Housing to Tip of Gate Arm) 16" Alternating Red/White High Intensity Reflective Sheeting on Gate Arm per MUTCD 2009, Vertical Striping (3) B5 Arm Light with 12V LED Lamp, 360 Degree Red Lens - Bumper Rod - Guy Cables - Sidewalk Arm, Dimension "A" up to 96", (1) B5 Light - Lockable Doors - Padlock Straps (Padlock Furnished By Others) - Door Safety Switches - Flasher - Hand Crank - Hank Crank Safety Switch - Heater & Thermostat - GFI Receptacle - Push Button Control in Gate Housing - Counterweights - High Capacity Adjustable 75,000 LB rated Torque Limiter Factory Set and Tested for Each Gate - Use Existing Anchor Bolts	\$33,060.00	\$66,120.00
1	Spare VW-5 Warning Gate Arm Includes: - Aluminum/Fiberglass Gate Arm, Square Material - Arm Dimension "A" = 512" (Center of Gate Housing to Tip of Gate Arm) 16" Alternating Red/White High Intensity Reflective Sheeting on Gate Arm per MUTCD 2009, Vertical Striping (3) B5 Arm Light with 12V LED Lamp, 360 Degree Red Lens - Bumper Rod - Guy Cables	\$4,190.00	\$4,190.00

3	Spare 12V LED Lamp for B5 Arm Light	\$50.00	\$150.00
2	Spare Bumper Rod	\$165.00	\$330.00
	Total without Freight		\$70,790.00
	Estimated Freight for a Flat Bed Truck to 519 S Oneida St Green Bay, WI 54303		\$4,800.00
	Estimated Total With Freight		\$75,590.00

Quote Qualifications

- This quote is valid for 90 days from date of origination.
 - Shipment is estimated at **6-8** weeks after receipt of fully released order and/or approved drawings. Lead time can vary pending current work load at time of release.
 - FOB Origin (freight prepaid & added to invoice) **(Crates over 27' Long will be on a Flat Bed Truck as our LTL Carriers have discontinued delivering Crates over 27' Long, Effective 4/13/17)**
 - Off-loading shall be the responsibility of the buyer. B&B Roadway will not be responsible for off-loading of materials.
 - Appointments and Delivery Notices may cost extra due to Carriers Charges for adding this.
 - Lift Gate Trucks cost extra per request if available.
 - Freight Damage must be reported to carrier on delivery paperwork at time of delivery and B&B Roadway needs to be notified within 48hrs. Most freight carriers will not cover freight damage if it isn't noted on paperwork at time of delivery. If your shipment comes in a crate, you need to open to verify there was no damage during shipping.
 - Terms: 25% Upon Receipt of Order, Net 30 days with approved credit on remaining. Funds payable in United States currency only. Products that ship outside the United States are 25% Upon Receipt of Order, Prepay remaining before shipping.
 - Credit Card Purchases will be charged a 3% Processing Fee.
 - Acceptance of this with a purchase order implies you have read and agree with our terms and conditions. Acceptance of your PO doesn't negate our Terms and Conditions even if it says it does. Notify us in writing on what you don't agree with in our Terms and Conditions so we can review.
 - **Please email or mail a copy of your Purchase Order for our records at time of order.**
 - Price includes only materials as described above.
 - Applicable taxes are not included.
 - Concrete and/or conduit to be provided by others.
- Gate operators and barriers require contractor field assembly of components and accessories prior to use. Additionally, gate operators contain adjustable components such as limit switches, connecting and bumper rods, tensioning cables, and counterweights etc., which require contractor field adjustment. Qualified contractor personnel familiar with gate equipment and operations should perform these operations. B&B Roadway field service personnel are available to assist or perform these functions at a rate of \$1,200.00/day + travel and expenses.

Quoted By: _____
Jason Thorn

Accepted By: _____

PROJECT PAYMENT TERMS

The following Project Payment Terms shall take precedence over the general BBRSS General Terms and Conditions:

Terms/Payments:

- 25% Upon Receipt of Order, Net 30 on Remaining - FOB Factory/Origin

Products that ship outside the United States are 25% Upon Receipt of Order, Prepay remaining before shipping.

GENERAL TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the Quote or agreement between B&B ARMR or B&B Roadway (divisions of B&B Roadway and Security Solutions, LLC ("BBRSS")) and Customer, and apply to Products and Services (collectively "Products") manufactured, assembled and sold by BBRSS. All prices, terms and conditions are subject to change by BBRSS without notice. Unless

otherwise agreed by both parties in writing, this Agreement cannot be modified or assigned to another party. BBRSS has no implied duties except as expressly stated in this agreement.

Orders and Shipments

Submittals:

Prior to commencing manufacturing, BBRSS shall provide to the customer at customer request a project submittal document containing relevant specifications for the project. The submittal document represents the governing document for project specifications, materials and terms and conditions. The submittal shall be customer approved prior to manufacturing release.

Change Orders:

Changes in product requirements after customer approved submittals are subject to BBRSS's acceptance or rejection in writing. Change orders shall be subject to additional charges and agreed upon in writing and may delay project shipping.

Scheduling of Shipments and Services.

BBRSS product or service scheduling dates shall be deemed to be estimates only. BBRSS shall not be liable for any losses or damages, whether direct, indirect, incidental, consequential, or otherwise, for failure to fill orders, delays in shipment or delivery, or any error in the filling of orders, regardless of the cause. BBRSS shall have the right to make partial shipments and invoice separately. Partial shipment invoices shall be due per project payment terms.

Title and Risk of Loss

All products are shipped FOB Factory unless specifically noted in submittal documentation. Unless otherwise specified in writing, title to the Products shall pass to Customer commencing with the placement of the Products in the custody of a carrier or shipping agent at BBRSS's loading point. All risk of loss or damage to the Products in transit shall be borne by Customer regardless of the party paying for the freight. BBRSS shall provide reasonable assistance to Customer in making claims with carriers in the event of loss or damage.

Freight

Customer shall bear all freight, insurance and related shipping expenses on all orders unless otherwise specified in writing.

Force Majeure

BBRSS's performance hereunder, or any delay in such performance, shall be excused for such failure to perform or delay as attributable to any cause or reason beyond BBRSS's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or difference character beyond BBRSS's control.

Pricing

Taxes.

Prices do not include taxes or duties of any nature. Customer shall be responsible for the payment of all applicable taxes and shall provide BBRSS with tax exemption certificates satisfactory to the appropriate taxing authorities.

Terms/Payments

Payment terms or Project Terms shall be per BBRSS's quote or customer approved submittal if applicable. Project payment terms not specifically defined in the *Project Payment Terms* section of quote or submittal shall be 25% Upon Receipt of Order, Net 30 days from date of shipment from factory. Products that ship outside the United States are 25% Upon Receipt of Order, Prepay remaining before shipping.

Retainage and Back Charges

Unless agreed to in writing, Customer shall not deduct payments due BBRSS unless a credit memorandum has been issued by BBRSS to Customer. The customer may not, under any circumstances, withhold "retainage" or "back charges" from any order without prior written approval. Overdue account balance may be subject to finance charges.

Extension of Credit

BBRSS, at its option, may extend credit to Customer or may require at any time that payments be made by certified or cashier's check, letter of credit, wire transfer or any other method of payment determined by BBRSS. If credit is extended, BBRSS shall have the right to establish credit limits and any other financial requirements. Credit policies may be changed by BBRSS from time to time at its sole discretion.

Delinquencies and Finance Charges

If the Customer becomes delinquent in its financial obligations to BBRSS, BBRSS may hold back shipment of product. If the product has been shipped, BBRSS has the right to put a lien on the products at the full extent of the law until obligations are fully met. Interest on delinquent account balances may accrue at the lower of 1.5% per month or the maximum rate of interest permitted by applicable law or regulations.

Inventory Returns and Adjustments

No Products may be returned to BBRSS by Customer for credit or replacement unless a Return Material Authorization (RMA) number has been obtained from BBRSS. BBRSS has the right to inspect all returned merchandise before establishing final disposition. Upon inspection BBRSS shall be entitled to reject and return to Customer, freight collect, any Products which in BBRSS's sole judgment are in unacceptable condition. Inventory returns of unused and unopened products shall be subject to a restocking fee.

Warranty Returns

Shipping of warranty replacement items will utilize UPS Ground shipping. Any other request shall be at the customer's expense. The customer shall be invoiced for all warranty replacement items and credited once the component is returned to the factory. The customer has 30 days from the date that the RMA number is assigned to have the component returned to BBRSS or the customer incurs the full responsibility of the invoice.

Unused Products

All unused material is subject to a 25% restocking fee. Unused material must have been purchased within 30 days of request for return, and must be in new condition and packaging. The customer has 15 days from the date that the RMA number is assigned to have the unused material returned to BBRSS.

Changes in Products and Parts

BBRSS continually improves its products and shall provide products that meet or exceed project requirements. If original replacement parts are no longer available, BBRSS shall provide parts that meet the fit, form and function unless specifically advised in writing that such parts are not acceptable.

Publicity

Neither party shall refer to the other in any advertisement, press release or other publication or literature in any manner without obtaining the prior written consent of the other party.

Confidentiality

Except for information that is otherwise publicly available, any technical information provided between the parties shall be held in confidence and shall not be divulged to any third party or used in any way other than for accomplishing the operations necessary for supplying the Products. The parties shall take all reasonable precautions to protect such technical information from unauthorized or negligent disclosure. This provision shall expressly survive termination of the Agreement between the parties.

Modifications and Governing Law

Any modification of this Agreement or Attachments/Exhibits to this Agreement must be in writing and signed by authorized representatives of both the Customer and BBRSS. In the event that any of the provisions of the Agreement shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the remaining portions shall continue in full force and effect. The Agreement shall be interpreted and enforced in accordance with the laws of the State of Delaware.

By placing an order, customer hereby acknowledges that they have read and accept these terms and conditions.

GENERAL WARRANTY

BBRSS warranties for a period of one (1) year FOB manufacturing facility, unless otherwise specified by BBRSS in writing, from defects due to faulty material or workmanship. Damage due to handling during shipment and installation are not covered under warranty. BBRSS assumes no responsibility for service at customer site. BBRSS is in no event responsible for any labor costs under the warranty. Subject to the above limitation, all service, parts, and replacements necessary to maintain the equipment as warranted shall be furnished by others. BBRSS shall not have any liability under these specifications, other than for repair or replacement as described above for faulty product material or workmanship. Equipment malfunction or equipment failure of any kind, caused for any reason, including, but not limited to unauthorized repairs, improper installation, installation not performed by BBRSS authorized personnel, incoming supply power is outside the tolerance for the product, failure to perform manufacturer's suggested preventative maintenance, modifications, misuse, accident, catastrophe, neglect, natural disaster, are not under warranty.

The exclusive remedy for breach of any warranty by BBRSS shall be the repair or replacement at BBRSS's option, of any defects in the equipment. **IN NO EVENT SHALL BBRSS BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES OR ANY KIND OF PERSONAL DAMAGES.** Except as provided herein, BBRSS makes no warranties or representations to consumer or to anyone else and consumer hereby waives all liability against BBRSS as well as any other person for the design, manufacture, sale, installation, and/or servicing of the Products.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES EXIST.

Any modification or alteration by anyone other than BBRSS will render the warranty herein as null and void.



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # M.6.

To approve the report of the Purchasing Manager:

A. To purchase a Front End Loader with Bucket and Snow Plow from Airing Equipment Co. for \$181,835.

B. To purchase Variable Speed Drives from Graybar for \$21,685.

C. To award a contract for Masonry & Tuckpointing Repairs at four lift stations to R.J. Jacques, Inc. for \$19,439.

D. To purchase a new Hytera portable radio system from Nielson Communications Inc. for \$171,636.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 6-13-18 IS Loader Sped Drive Tuck Pointing
2. RFQ #3045 Front End Loader Departmental Recommendation



CITY OF GREEN BAY - PURCHASING DIVISION

TO: I & S Committee
 FR: Rick Jensen, Purchasing Manager
 DT: June 13, 2018
 RE: Purchasing Report
 Cc: Steve Grenier, James Brunette, Chris Pirlot, Diana Ellenbecker

Report of the Purchasing Manager:

1. Request approval to purchase a Front End Loader with Bucket and Snow Plow from Airing Equipment Co. for \$181,835.
2. Request approval to purchase a Variable Speed Drives from Graybar for \$21,685.
3. Request approval to award a contract for Masonry & Tuckpointing Repairs at four lift stations to R.J. Jacques, Inc. for \$19,439.
4. Request approval to purchase a new Hytera portable radio system from Nielson Communications Inc for \$171,636.

The following items were openly and competitively offered:

Improvement and Services - Report of the Purchasing Manager					
Description	Spec #	Funding Source	Awarded Vendor	# Responses	\$ Amount
Front End Loader with Grapple Bucket and Plow		203503-55140 Equipment Repl.	Airing Equipment Company	7	\$181,835
Variable Speed Drives		412500E-55355-66018 Storm Sewer Const.	Graybar	2	\$21,685
Lift Stations Masonry/Tuckpointing		412500E-55358-66038 Lift Station Tuckpointing	RJ Jacques	2	\$19,439
Radio System for DPW Operations		203503-55140 Equipment Replacement	Nielson Communications Inc. Company	Sole Source	\$171,636

CITY OF GREEN BAY QUOTE SUMMARY - RFQ #3045

Front End Loader w/Grapple Bucket

Dept: DPW/Ops	Req #126	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7
Planholders: 10 Vendors	CC #765	YES EQUIPMENT & SERVICES INC	BROOKS TRACTOR	YES EQUIPMENT & SERVICES INC	JFTCO INC	ARING EQUIPMENT COMPANY	MILLER-BRADFORD & RISBERG INC	FAIRCHILD EQUIPMENT
Issued: 4/25/18	Due: 5/16/18	Milwaukee	De Pere	Milwaukee	Green Bay	De Pere	De Pere	Green Bay
DESCRIPTION	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Yr/Brand/Model Loader Quoted:	2018 Hyundai HL955XT	2018 John Deere 624K II	2018 Hyundai HL955XT	2018 Caterpillar 938M HL	2018 Volvo L90H Long Boom	2018 Case 721GXR Wheel Loader	2018 JCB 437 Wheel Loader	
Price for Loader:	\$ 151,356	\$ 186,000	\$ 160,311	\$ 189,885	\$ 174,500	\$ 161,684	\$ 179,350	
Cost for Optional Bucket:	\$ 7,393	\$ 10,500	\$ 16,400	\$ 9,000	\$ 9,746	\$ 13,500	\$ 53,750	
Yr/Brand/Model Plow/Wing Quoted:	2018 Monroe MPPJ45R11-IS-TT and MW9TT-P	2018 Monroe MPPJ45R11-IS-TT and MW9TT-P	2018 Monroe MPPJ45R11-IS-TT and MW9TT-P	2018 Monroe MPPJ45R11-IS-TT and MW9TT-P	2018 Monroe MPPJ45R11-IS-TT and MW9TT-P	2018 Monroe MPPJ45R11-IS-TT and MW9TT-P	2018 Falls	
Cost for Plow/Wing:	\$ 39,589	\$ 39,589	\$ 39,589	\$ 39,589	\$ 39,589	\$ 39,589	\$ 52,860	
SUBTOTAL:	\$ 198,338	\$ 236,089	\$ 216,300	\$ 238,474	\$ 223,835	\$ 214,773	\$ 285,960	
Trade-In Allowance for Unit #806:	\$ (42,000)	\$ (69,000)	\$ (42,000)	\$ (61,000)	\$ (42,000)	\$ (28,500)	\$ (25,000)	
Net Unit Price with Optional Bucket and Trade-In Allowance:	\$ 156,338	\$ 167,089	\$ 174,300	\$ 177,474	\$ 181,835	\$ 186,273	\$ 260,960	
Warranty for Loader & Buckets:	3-Yr 3000 Hr Full Machine/Optional MDS Grapple Bucket Warranty attached	5-Yr/5000 Hr Buckets 1 Year	3-Yr 3000 Hr Full Machine/Optional Dynex Grapple Bucket Warranty attached	Per Spec on Loader Buckets 1 Year	1-Year/2500 Hr	3-Yr/3000 Hr	3-Yr/3000 Hr	
Warranty for Plow/Wing:	2-Yr Parts & Labor	2-Yr Parts & Labor	2-Yr Parts & Labor	2-Yr Parts & Labor	2-Yr Parts & Labor	2-Yr Parts & Labor	2-Year	
Lead Time	Wheel Loader 120-150 Days Plow/Wing 210-240 Days	210-240 Days	Wheel Loader 120-150 Days Plow/Wing 210-240 Days	210-240 Days	90-160 Days Wheel Loader 210-240 Days Plow/Wing	120 Days	120-160 Days	
Payment Terms Net 30 Early Payment Discount:	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	

Recommendation: Award to the lowest responsive, responsible vendor Aring Equipment Company for \$181,835. This includes the base price of the loader for \$174,500 with the optional grapple bucket for \$9,746, plow/wing package for \$39,589 less trade-in allowance of \$42,000 for a net purchase price of \$181,835.

NOTE: After comprehensive and thorough research, evaluations and demos, the department determined the four (4) lowest quotes failed to meet specifications in critical areas which affect the safety and compromises the usage of the equipment.

CITY OF GREEN BAY QUOTATION SUMMARY**RFQ #3046****Variable Speed Drives**

DEPT: DPW/Elec			REQ #137		VENDOR #1		VENDOR #2	
Planholders: 2 Vendors			CC#28500		GRAYBAR Green Bay		VIKING ELECTRIC	
ISSUED: 5/1/18			DUE: 5/23/18				Green Bay	
QTY	UNIT	DESCRIPTION			UNIT	PRICE	UNIT	PRICE
2	EA	Enclosed AC Drive, Type 12 Enclosure, Schneider Electric Square-D Altivar ATV660D90T4N2AAYABNG			\$ 10,842.50	\$ 21,685.00	\$ 17,750.00	\$ 35,500.00
		LEAD TIME:			4 Weeks + shipping		4 Weeks + shipping	
		PAYMENT TERMS: NET 30			Net 30		Net 30	
		EARLY PAYMENT DISCOUNT:						
	COMPANY ACCEPTS P-CARD PAYMENTS:			Yes		No		

Recommendation: Award to the lowest responsive, responsible vendor Graybar for \$21,685.00

CITY OF GREEN BAY QUOTATION SUMMARY - RFQ #3055
Four (4) Lift Stations Masonry Tuck Pointing

DEPT: DPW/Eng			REQ #173		VENDOR #1		VENDOR #2	
Planholders: 10 Vendors			CC# 910		RJ JACQUES INC		CENTRAL RESTORATION LLC	
ISSUED: 5/23/18			DUE: 6/6/18				Oakfield	
QTY	UNIT	DESCRIPTION			UNIT	PRICE	UNIT	PRICE
1	LS	Mobilization (Lump Sum)			\$ 3,665.00	\$ 3,665.00	\$5,000.00	\$ 5,000.00
20	LF	Crack Repair			\$ 11.95	\$ 239.00	\$ 20.00	\$ 400.00
16	SF	Concrete Surface Repair - Vertical & Overhead			\$ 260.00	\$ 4,160.00	\$ 185.00	\$ 2,960.00
320	LF	Joint Sealant			\$ 9.80	\$ 3,136.00	\$ 20.00	\$ 6,400.00
150	LF	Tuckpointing Motar Joints			\$ 34.85	\$ 5,227.50	\$ 40.00	\$ 6,000.00
22	EA	Brick Replacement			\$ 83.75	\$ 1,842.50	\$ 135.00	\$ 2,970.00
7	EA	Glass Block Replacement			\$ 167.00	\$ 1,169.00	\$ 150.00	\$ 1,050.00
		TOTAL:				\$ 19,439.00		\$ 24,780.00
# of Calendar days work will be started in after award notice:					N/A		45 Days	
Date vendor can have project completed: (no later than 9/28/18)					9/28/2018		9/28/2018	
		Payment Terms Net 30. Early Pay Disc:			Net 30		Net 30	

Recommendation: Award to the lowest responsive, responsible vendor RJ Jacques, Inc. for \$19,439.00



A NIELSON COMMUNICATIONS INC COMPANY SINCE 1974

COMMUNICATION AND SECURITY SOLUTIONS

QUOTE

QUOTE #	SBEEQ2159
DATE	6/1/2018

TO Randy Frailing
Green Bay Public Works
519 S Onelda Street
1820 Mills St.
Green Bay, WI 54303
Brown
Phone: (920)391-3651

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Steve			

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
MOBILES			
169	MD782G-U1 DMR MOBILE GPS UHF 450-520 MHz 1024CH 45W	\$549.00	\$92,781.00
169	EM-MX0450 "X"-Nut™ quarter-wave UHF 450-520 MHz	\$18.00	\$3,042.00
169	RFI-RFB-1106-2 BNC MALE CRIMP CONNECTOR FOR RG58	\$5.00	\$845.00
169	609-4043-ND D SUB HD Male Connector	\$5.00	\$845.00
169	971-15BP45E-ND BACKSHELL	\$6.00	\$1,014.00
169	INSTALLATION OF MOBILES - (ESTIMATE) installations will use existing antenna coax if possible. If coax needs to be replaced NCI will do it on time and material basis. New vehicle installations will be done at time and material at our normal shop rate.	\$190.00	\$32,110.00
169	PROGRAMMING AND SETUP	\$45.00	\$7,605.00
SubTotal			\$138,242.00

645 Mike McCarthy Way
Green Bay WI 54304
Ph.920-494-1828
Fx. 920-494-7391

www.nielsoncom.com
sales@nielsoncom.com

2416 Industrial Drive
Neenah WI 54956
Ph. 920-886-1112
Fx. 920-886-0267

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A NIELSON COMMUNICATIONS INC COMPANY SINCE 1974

COMMUNICATION AND SECURITY SOLUTIONS

Radio Count by Dept			
Street Dept -	101		
Electrical -	6		
Motor Equipment -	5		
Sanitation -	47		
Total Mobile Count	159		
PORTABLES			
10	PD782G-U1 400-470 MHZ, 4 WATT, 256 CHANNEL, HYTERA GPS PORTABLE, LITHIUM ION BATTERY, CHARGER, W/3 YEAR WARRANTY	\$599.00	\$5,990.00
10	PROGRAMMING AND SETUP	\$45.00	\$450.00
SubTotal			\$6,440.00
BASE STATION FOR OFFICES and PA interface.			
18	MD782G-U1 DMR MOBILE GPS UHF 450-520 MHz 1024CH 45W	\$549.00	\$9,882.00
18	DC-MD78X 23 AMP DESKTOP POWER SUPPLY WITH CABINET FOR MD78X WITH SEC1223 POWER SUPPLY	\$216.67	\$3,900.06
18	EM-MX0450 "X"-Nut™ quarter-wave UHF 450-520 MHz	\$14.00	\$252.00
18	LAR-NMOKHFUD 17' LARSEN COAX	\$14.00	\$252.00
18	MAX-BGM MINI MAG MOUNT	\$39.00	\$702.00
18	RFB-1106-6 BNC (M), RG174, SMALL FERRULE CRIMP CONNECTOR	\$6.00	\$108.00
18	NEW INSTALLATION - ESTIMATE	\$150.00	\$2,700.00
18	609-4043-ND D SUB HD Male Connector	\$5.00	\$90.00
18	971-15BP45E-ND BACKSHELL	\$6.00	\$108.00
16	SM10A1 Desktop Microphone (10-pin Aviation Connector) - The two (2) base radios for the PA interface will not need a desk microphone.	\$90.00	\$1,440.00
SubTotal			\$19,434.06

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A NIELSON COMMUNICATIONS INC COMPANY SINCE 1974

COMMUNICATION AND SECURITY SOLUTIONS

64	Reprogramming of 64 City Hytera DMR radios.	\$45.00	\$2,880.00
SubTotal			\$2,880.00
ANTENNAS AND LINE INSTALLATION			
2	6db gain omni directional antenna	\$240.00	\$480.00
2	ATX- FM2 U-BOLT MOUNTING KIT	\$20.00	\$40.00
200	COAX CABLE TIMES TMC LMR-400 (Estimate)	\$1.50	\$300.00
8	CRIMP ON "N" MALE CONNECTION	\$5.00	\$40.00
2	MISC HARDWARE, TIE RAPS, CLIPS, HANGERS, BALLAST & MISC SHOP WARE.	\$100.00	\$200.00
2	ISOBLOK 2-0 PREMIUIM SURGE SUPPRESSOR	\$35.00	\$70.00
2	125-1000 MHZ, DC BLOCKED, COAXIAL PROTECTORS, N(F) PROTECTED SIDE CONNECTOR, N(F)	\$70.00	\$140.00
2	FRMMAT RUBBER ROOFTOP MAT	\$25.00	\$50.00
12	Staging, programming and setup of 2 RD982S repeaters.	\$125.00	\$1,500.00
16	Installation of antenna, line and staging of repeaters at City Hall.	\$95.00	\$1,520.00
2	NON-PEN ANTENNA MOUNT WITH 10' MAST	\$150.00	\$300.00
SubTotal			\$4,640.00

SUBTOTAL	\$171,636.06
SALES TAX	\$0.00
TOTAL	\$171,636.06

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A NIELSON COMMUNICATIONS INC COMPANY SINCE 1974

COMMUNICATION AND SECURITY SOLUTIONS

To accept this quotation please sign, date and return: _____

PROPRIETARY & CONFIDENTIAL

The data contained in this proposal is considered proprietary and confidential and is not to be disclosed to any unauthorized agencies without the written permission of Nielson Communications, Inc.. No duplication of the whole or any part is permissible except for the purpose of evaluating this proposal.

Prices are good for 30 days from date of quote.

Thank You For Your Business!

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Memo

To: Chris Pirlot
Director of Operations

From: Nathan Wachtendonk
Fleet Manager

Date: May 25, 2018



Re: RFQ# 3045 Front End Loader with Grapple Bucket, Wing, and Plow

The Department of Public Works-Operations Division Street Section utilizes front end loaders year round to 1) manage the City's two (2) yard waste sites, 2) collect curbside yard waste and bulk trash, and 3) plow and clear snow from streets. DPW's oldest loader (Unit 806) has reached the end of its useful service life, and replacement was approved in the 2018 budget.

The City received seven (7) quotes in reference to RFQ #3045. After in-depth review and demonstration/testing of the various units, it was determined that the four (4) lowest quotes do not meet specification in the following areas:

Vendors #1 and #3, Yes Equipment & Services – Failed to meet specifications in supplying a heavy duty grapple bucket, tires, ground clearance, and rear axle articulation

Vender #2, Brooks Tractor – Failed to meet specifications in ground clearance, loader arm reach, providing outboard axle planetary reducing hubs, and outboard braking system

Vendor #4, JETCO Inc. – Failed to meet specifications in ground clearance, rear axle articulation, and providing a non-hydrostatic transmission. Additionally, the operator visibility when dumping at full height is obstructed due to the configuration of the bucket arm linkage.

Based on research, evaluation, demos, and ownership experience, I recommend the purchase of a 2018 Volvo L90H front end loader for the cost of **\$174,500**, optional grapple bucket at a cost of **\$9,746**, and plow/wing package at a cost of **\$39,589**. Total cost of the unit with accessories is **\$223,835**, less trade-in allowance of **\$42,000** for a net purchase price of **\$181,835**. The price includes warranty, training, and delivery. Following is a summary of the cost breakdown:

Loader	\$174,500
Grapple Bucket	\$9,746
Wing/Plow	\$39,589
Trade-in	(\$42,000)
Total	\$181,835

The cost difference between this quote's lowest cost bidder and the recommended unit (5th lowest cost bidder) is **\$25,497**. DPW believes the price difference for the 5th lowest price unit is justified by its longevity, operator safety and convenience, parts and service availability, and total cost of ownership over its life cycle with DPW.

As a reference, DPW lat purchased a similarly-equipped front end loader in 2015. At that time, the net purchase price of that unit after trade was \$174,288. So the net price of the 2018 purchase represents less than a 1% annual cost increase, compared to the 2015 purchase.



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # M.7.

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

A. Award of contract

1. No bids received 2018 LIFT STATION REROOFING.

2. To approve to award PARKING RAMP REPAIRS - 2018 to the low, responsive bidder Central Restoration LLC, in the amount of \$455,850.

3. To approve to award SEWERS 4-18 (INCLUDING WATER MAIN) to the low, responsive bidder Advance Construction Inc., in the amount of \$1,037,554.50.

4. To approve to award SUPERIOR ROAD STORM WATER POND to the low, responsive bidder PTS Contractors Inc., in the amount of \$784,323.80.

B. Granting of licenses

1. Concrete Sidewalk Builders

- a. Blaser Construction, LLC
- b. Paul Conard Construction Co., Inc.
- c. Ramco Construction Services

2. Tree & Brush Trimmer by WB Tree Service.

3. Underground Sprinkler

- a. Lizer Lawn Care
- b. Conserva Irrigation

C. Real estate acquisition for Webster Avenue

1. Agreement for purchase (Parcel Number, Address, Owner Name, Amount)

- a. 3 820 N Webster Avenue Sheri A. Drummond \$93,000
- b. 18 1102 N Webster Avenue Cover Rentals \$70,000

2. Relocation payments (Parcel Number, Address, Owner Name, Amount)

- a. 5a 1003 Smith Street Brian Kohls \$2,200.50
- b. 8 1110 N Webster Avenue Carol Petasek \$34,752
- c. 9 1002 Berner Street Molly Barron \$5,625
- d. 14a 1001 Day Street Jenny Sill \$1,200

e. 4	1000 Smith Street	Reginald & Jean Doxtater	\$2,098.43
f. 4a	1000 Smith Street	Thomas Doxtater	\$21,027
g. 7a	1108 N Webster Avenue	Anthony Shea	\$1,550
h. 14a	1001 Day Street	Jenny Sill	\$6,800
i. 14b	1001 Day Street	Rebecca Eckhart	\$2,300
j. 15	916 N Webster Avenue	Craig J. Process	\$55,000
k. 15	916 N Webster Avenue	Craig J. Process	\$1,540

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - No Bids Received 2018 LIFT STATION REROOFING
2. Bid Summary - Public PARKING RAMP REPAIRS - 2018
3. Bid Summary - Public SEWERS 4-18 (INCLUDING WATER MAIN)
4. Bid Summary - Public SUPERIOR ROAD STORM WATER POND

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

2018 LIFT STATION REROOFING

Tuesday, May 29, 2018

Contractor	Bid	Bid Bond
No Bids Received		
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PARKING RAMP REPAIRS - 2018

Tuesday, May 29, 2018

Contractor	Bid	Bid Bond
CENTRAL RESTORATION, LLC	\$455,850.00	5%
PROAXIS LLC	\$533,523.70	10%
STRUCTUREWERKS	\$740,835.21	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

SEWERS 4-18 (INCLUDING WATER MAIN)

Tuesday, June 5, 2018

Contractor	Bid	Bid Bond
ADVANCE CONSTRUCTION INC	\$1,037,554.50	5%
JOSSART BROTHERS INC	\$1,366,009.00	5%
DORNER INC	\$1,853,453.50	5%
PTS CONTRACTORS INC	\$2,329,825.00	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SUPERIOR ROAD STORM WATER POND

Tuesday, May 8, 2018

Contractor	Base Bid	Base Bid + Alternate	Bid Bond
PTS CONTRACTORS INC.	\$784,323.80	\$841,687.80	5%
ADVANCE CONSTRUCTION INC.	\$862,256.00	\$896,204.00	5%
BUTEYN-PETERSON CONSTRUCTION CO.	\$1,647,579.32	\$1,675,029.32	5%
Any questions, call 920-448-3100			



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.I.

To approve the change of agent for The Cannery Market LLC at 320 N. Broadway (May 22 P&W Meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. winter



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.2.

To approve a request by Tenet LLC at 2475 W. Mason St. to have an extension to issue their liquor license application due to a remodel/addition and renew for the 2018-2019 license year, pending the approval of the proper authorities (License granted March 6, 2018). (May 22 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. tenet



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.3.

To approve a request by Green Bay Sports Service, Inc. at 1265 Lombardi Ave. to change their liquor license description to include an additional plaza area in front of the Johnsonville Tailgate Village. (May 22 P&W Meeting)

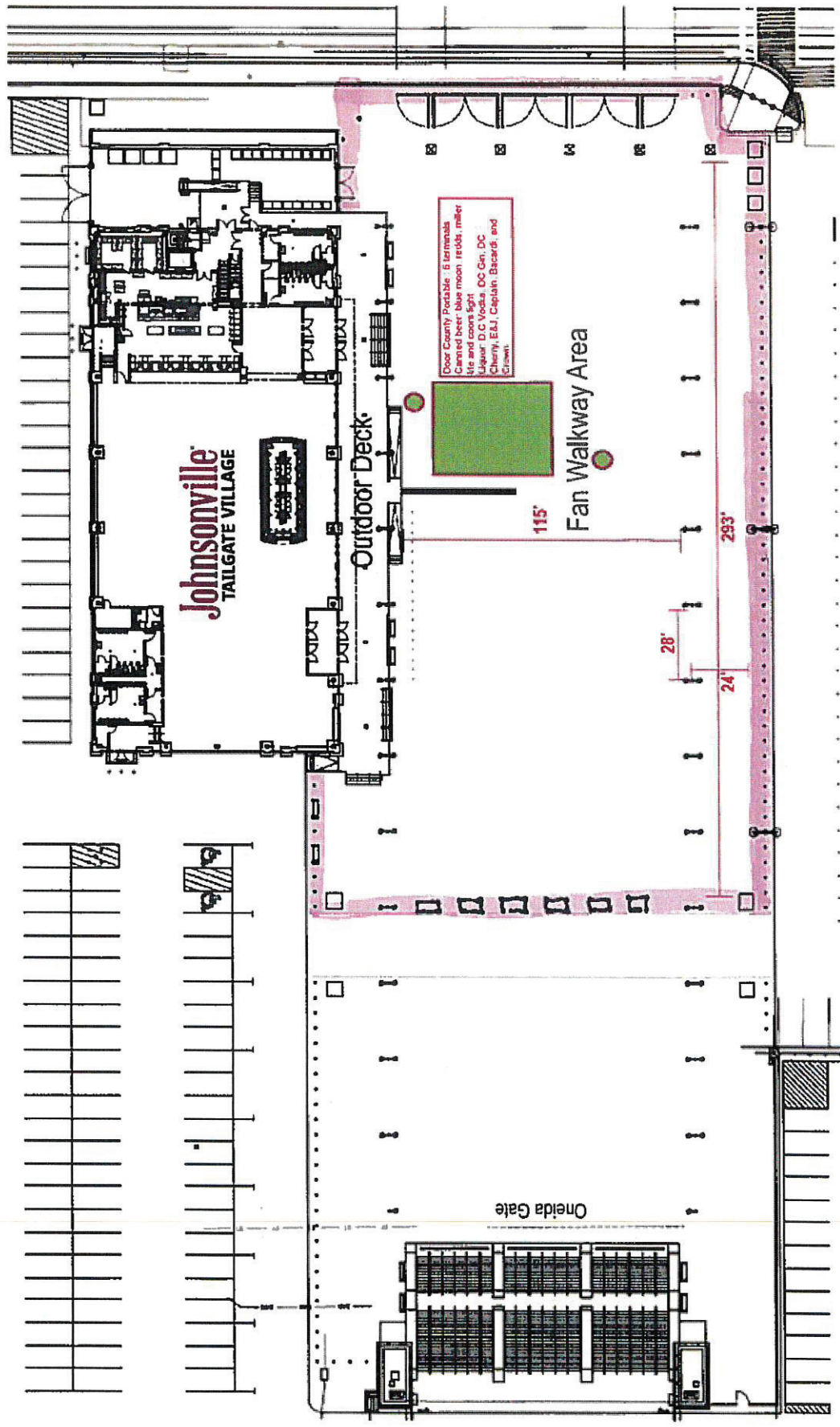
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. DELAWARE NORTH AMENDED AREA
2. DELAWARE NORTH AMENDED AREA pg 2



Johnsonville
TAILGATE VILLAGE

Outdoor Deck

Door County Potable, 6 Laminada
Carved beer, blue moon, reds, miler
life and coors light
liquor, D.C. vodka, DC Gen, DC
Cherry, E.A.J., Captain, Bacardi, and
Crown

115'

Fan Walkway Area

28'

24'

293'

Onida Gate



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.4.

To grant a "Class B" Combination license for Wally Spot Supper Club LLC at 1979 Main St., with the approval of the proper authorities (Currently an Individual Ownership by Thomas Adamany). (May 22 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. wally



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.5.

To grant a "Class B" Combination renewal license to Wally Spot Supper Club LLC at 1979 Main St., pending the approval of the license at the June 19, 2018 City Council meeting and with the approval of the proper authorities. (May 22 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.6.

To grant a "Class B" Combination License by Alisa Marie LLC at 1542 University Ave., with the approval of the proper authorities (Currently Big N Rich LLC). (May 22 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. alisamarie



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.7.

To grant a renewal application for a “Class B” Combination license by Alisa Marie LLC at 1542 University Ave, pending the approval of the liquor license at the June 19 City Council Meeting and with the approval of the proper authorities (If not approved, renewal to be granted to current owner Big N’ Rich LLC). (May 22 P&V Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.8.

To approve the renewal application for Cannery Market LLC at 320 N. Broadway, pending the approval of the change of agent and with the approval of the proper authorities. (May 22 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.9.

To approve an appeal by Nicole Mommaerts to the denial of her Operator License application. (May 22 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. mommaertsletter
2. mommaerts



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.10.

To approve an appeal by Kristi VanRemortel to the denial of her Operator License application. (May 22 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. VanRemortel
2. sharpscans@greenbaywi.gov_20180518_083549



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.I.I.

To approve the renewal applications for various beer and/or liquor licenses for the 2018-2019 license year (Attached). (May 22 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. junerenewals

"CLASS B" COMBINATION

Brett Favre Pass 1004, LLC
Hall of Fame Chophouse
1004 Brett Favre Pass

Eat Invest GP, LLC
Julie's Café
1685 Main St.

Hilmond LLC
Maria's Mexican Restaurant
100 S. Broadway

Trel LLC
East Town Pub
2266 Main St

SissyPants!jakes LLC
Jake's Pizza Green Bay
112 S. Broadway

Razz-Ma-Tazz of Green Bay, Inc.
Razz-Ma-Tazz
400 Schoen

The Public Haus, LLC
The Public Haus
813 S. Broadway St.

MO-J Willis Inc
Legend Larry's
2035 University

Live Entertainment LLC
Phat Headz
420 N. Clay

ZZQ LLC
ZZQ
1035 Vanderbraak St

Baeb Zuege LLC
Cubby Hole Bar & Grill
1570 Elizabeth St.

Confetti's, Inc.
Confetti's Club
217 E. Walnut

Strats, Inc
Smoky Ridge
2850 Humboldt Rd

Café Madrid
Madrid Tapas & Wine Bar
225 E. Walnut

Pablo's Mexican Grill House LLC
Pablo's Mexican Grill
850 Kepler Dr Suite C

Vintage WMW LLC
Vintage Cantina
119 S. Washington St.

BBD Acquisition LLC
Main Street Bourbon Room
1279 Main

Vintage WMW LLC
Vintage
119 ½ S. Washington St.

CLASS "B" BEVERAGE

Marcus Cinemas of Wisconsin, LLC
Marcus Cinemas Green Bay East
1000 Kepler Dr

"CLASS A" LIQUOR & BEVERAGE

The Traveling Chef LLC
The Traveling Chef
335 N. Broadway



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.12.

To approve a request by Ald. Scannell to rename the Protection and Welfare Committee to Protection and Policy Committee and have the committee include not only Fire, Police, safety, health, licenses, and permits, but also redistricting, administrative procedures, policies, or any other item that does not fit into the agenda of any other standing committee. (May 22 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20180517_115437

From: District Seven
Sent: Friday, May 11, 2018 1:12 PM
To: Kris Teske
Subject: communication

Good morning Kris!

This is a communication for Protection and Welfare.

That the Protection and Welfare Committee include not only Fire, police, safety, health, licenses, and permits, but also redistricting, administrative procedures, policies, or any other item that does not fit into the agenda of any other standing committee. That if this change is made to the Protection and Welfare Committee it will be renamed the Protection and Policy Committee.

Have a Fab 4 day!
Alder Randy



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.13.

The receive and place on file the Liquor Violation Report from the Police Department for May 22, 2018.
(May 22 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 18LiqVio
2. Report May 22 2018



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.14.

To deny an appeal by Jeff Sanders to the denial of his animal permit requesting more than two dogs at his premise. (June 11 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. SANDERS



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.15.

To hold a request by Wal-Mart Stores East, LP at 2250 W. Mason St. to amend their liquor license to include stalls and /or canopy locations in parking lot specifically designated for online grocery pickup. (June 11 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. walmartrequest
2. Walmart #1453 Site Map
3. Walmart #1453 - Floor Plan



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.16.

To approve a change of agent for Shopko Stores Operating Co., LLC at 2430 E. Mason St. (June 11 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. shopko#004



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.17.

To approve the renewal application for a Class "A" Beverage and "Class A" Cider license for Shopko Stores Operating Co., LLC at 2430 E. Mason St., pending the approval of the change of agent at the June 19, 2018 City Council meeting and with the approval of the proper authorities. (June 11 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.18.

To grant a Class "A" Beverage and "Class A" Cider License to Shopko Stores Operating Co. at 216 S. Military Ave. for the 2018-2019 license year, with the approval of the proper authorities. (June 11 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. shopko



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.19.

To approve a request by Main St Dreams LLC at 1238 Main St. to extend issuing their liquor license until early July (Granted at the Feb. 19, 2018 meeting). (June 11 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. mainstdreams



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.20.

To grant an available "Class B" Combination License to Francisco Soto at 1805 N. Irwin Ave., with the approval to the proper authorities (June 11 P&W Meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. soto
2. Denial Memo- 06.11.18



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.21.

To grant a "Class B" Combination License for the 2018-2019 license year to Baker & Mac Arthur Inc. at 1605 University Ave., with the approval to the proper authorities (Currently WTF-Kim, Inc.). (June 11 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. someplaceelse
2. someplaceelsebusinessplan



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.22.

To grant a "Class B" Combination License to R&K Neil LLC at 708 Bodart St. for the 2018-2019 license year, with the approval of the proper authorities (currently Mc Neils GB LLC). (June 11 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. reco
2. Denial Memo- 06.11.18



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.23.

To grant a "Class B" Combination license to SV2 LLC at 1911 University Ave. for the 2018-2019 license year, with the approval of the proper authorities (Currently Shannons Haystack LLC). (June 11 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. SV2
2. SV2BUSINESSPLAN



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.24.

To grant a "Class B" Combination License to Quilts and Beers LLC at 500 N. Baird St. for the 2018-2019 license year, with the approval of the proper authorities (currently JACB, LLC). (June 11 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. nolimits
2. nolimitsbusinessplan



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.25.

To approve an appeal by Ricky Atkinson regarding the denial of his Public Vehicle Operator License. (June 11 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. atkinson
2. arrestandconvictionrecords
3. Denial Memo- 06.11.18



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.26.

To approve the renewal applications for liquor and/or beer licensees for the 2018-2019 license year, with the approval of the proper authorities (attached). (June 11 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. RenewalApplications

CLASS "A" BEVERAGE

2018-2019

Mi Tierra Food Market Inc.
at 1333 Cedar St.

"CLASS A" LIQUOR & BEVERAGE

2018-2019

MMS Enterprises LLC
1020 N Irwin Ave.

"CLASS B" COMBINATION

2018-2019

Dasas Czech Inn LLC
1434 N Irwi



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.27.

To receive and place on file the report from the Water Utility Department regarding the lead pipe removal project. (June 11 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. lead overview updated 5 30 18

Getting The Lead Out



Green Bay Water Utility progress in removing lead services – *as of May 30, 2018*

1. Public side (utility-owned) lead services

January 2016	1,782
January 2017	1,438
Sept. 30, 2017	1,062
Oct. 31, 2017	1,025
Nov. 30, 2017	980
Dec. 31, 2017	959
Jan. 31, 2018	935
Feb. 28, 2018	923
March 31, 2018	897
April 30, 2018	875
May 30, 2018	861
Dec. 31, 2020	Goal: 0

2. Private side (property owner-owned) lead services

Nov. 30, 2017	72 remain to be replaced
Dec. 31, 2017	67 remain to be replaced
Jan. 31, 2018	69 remain to be replaced (add'l unknowns were identified as lead services this month)
Feb. 28, 2018	74 remain to be replaced (add'l unknowns were identified as lead services this month)
March 31, 2018	65 remain to be replaced (add'l unknowns were identified as lead services this month)
April 30, 2018	56 remain to be replaced
May 30, 2018	48 remain to be replaced
Dec. 31, 2020	Goal: 0

- Since starting the program, we identified 217 private properties as having lead service

Getting The Lead Out



- These are being paid from funds we obtained from:
 - Initial DNR Safe Drinking Water funding of \$500,000;
 - Lambeau Field excess sales tax monies of \$300,000;
 - Additional DNR Safe Drinking Water funding of \$300,000 approved in December 2017
- 169 of these replacements are complete; 48 remain to be replaced
- We have homeowner agreements for 30 of the 48 (they are waiting to be replaced)
- We anticipate the funding noted above will cover the cost of all known private-side lead service replacements at this time
- We have 70 properties in the City for which we do not know the service material
 - We are making efforts to enter these properties to determine service material; an estimated 1 to 2 percent are anticipated to be lead



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # N.28.

To receive and place on file the Liquor Violation Report from the Police Department for June 11, 2018. (June 11 P&W Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 18LiqVio
2. Report June 11 2018

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

June 19, 2018

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

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Anschutz, Kali M	Flory, Calib L	Martell, Brittney M
Arbeiter, Kathleen M	Freeman, Renita C	Mattson, Bradley P
Armstrong, Samantha N	Fuller, Susan C	McVey, Donna A
Belonger, Tawni D	Goral, Tiffany R	Mercier Guzowski,
Nancy C		
Bertrand, Dawn M	Gray, Lai Etta A	Mineau, Patrick J
Bissonette, Brianna E	Griesbach, Jeffrey J	Moran, Nickie J
Boulanger, Cassandra L	Guillermo, Teresa I	Morris, Nora J
Brady, Laura F	Hafeman, Joy L	Muller, Gregory P
Brickham, John P	Hendricks, Connie J	Ness, Randal C
Bridenhagen, Ethan D	Hofacker, Earl P	Newberry, Kenneth C
Brock, Kelly J	Hornby, Paige M	Newman, Matthew J
Brotski, Ronald P	Hribal, Jakub D	Nigh, Mitchell J
Chaney, Danielle D	Jakubowski, Karen A	Nuss, Darwin L
Cherny, Ellen J	Johnson, Breanna C	Perkl, Nikita M
Colwell, Tracy L	Kapla, Matthew J	Plante, Kara L
Covington, Sean R	Kofler, Wendy L	Platten, Katherine J
Crossman, Katti L	Kojis, Kelly A	Pokel, Ashley M
Czeskleba, Kayla R	Kozak, Barbara J	Prahl, Dave A
Czoske, Josh P	Kramer, Sandra A	Rass, Aimee J
Damp, Scott W	Krohn, Kendall R	Ravey, Alisa M
Davis, Sara Jo	LaCroix, Michael S	Rentmeester, Reed M
DePas, Sarah L	Laes, Kelli M	Rowen, Curt
Dolgner, Nicole M	Lance, Catherine A	Schmidt, Brandon G
Dorner, Amy J	Lawler, Mary B	Server, Brinna R
Douglas, Renee L	Lindsley, Grace A	Siemon, Amilio L
Doxtator, Sally A	Lindsley, Julie A	Sparks, Gary J
Du Bois, Lynn M	Lombardo, Corey A	Stary, Kyle J
Dufek, Violetta L	Lorber, Benjamin P	Steltz, Julie A
Evert, Laura J	Lukowicz, David J	Stewart, Dantaysia T
Fay, Jennifer M	Maino, Dominic J	Storzer, Ken C
Fields, Peter G	Mapes, Bonnie L	Stowe, Bruce A

Stringfellow, John L
Torres, Crystal M
Trautmann, Melissa S
Trofka, Victoria A
Van Belkom, Duston A
Vanidestine, Scott J
Voskamp, Karissa L
Waterworth, Tina M
Wickman, David M
Wielgus, Alexis A
Williams, Dashiekia J
Wilson, Rae
Wolk, Matthew L
Yealey, Monica
Young, Jay A
Zeigler, Melissa R
Zeise, Robert A
Zellner, Katie A



Report to the Green Bay Plan Commission

MEETING DATE

June 19, 2018

PREPARED BY

Jessica Deal, Staff

AGENDA ITEM # P.I.

To table the request to amend the previously approved Conditional Use Permit to allow a car wash in a Community Center Commercial (C3) District, located at 1053 Velp Avenue, to allow for comments from the Green Bay Fire Department.

BACKGROUND

Primary Address: 1053 Velp Avenue

Aldersperson/District: Ald. Randy Scannell/7

Reason for Request: To amend the previous approval to relocate the proposed car wash on the southeast side of the existing building.

Subject Parcel Zoning and Land Use:

Subject Property: Community Center Commercial (C3). The property currently includes an existing multi-tenant building with a convenience store and fuel Island.

Surrounding Zoning and Land Uses:

North: General Commercial (C1), General Industrial (GI), Light Industrial (LI) Capital Credit Union/auto sales.

South: Low Density Residential (R1) Single- and two-family residences

East: Medium Density Residential (R2), vacant parcel, single-family residences

West: Community Center Commercial (C3)/ Low Density Residential (R1) vacant, single-family residences

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends commercial land uses on this parcel. The current use and proposed car wash would be consistent with the Plan.

Analysis: The site was approved for a Conditional Use Permit (CUP) to establish the convenience store with fuel islands in 2009. On Tuesday, May 15, 2018, the Common Council approved the request to place the car wash in an existing tenant space on the west end of the existing building. The current proposal is to construct a car wash within an existing tenant space on the southeast end of the building.

The applicant has indicated the following reasoning for the amendment:

“The original location was on the north end of my existing building it now proposed to be located on the south end of the building. The justification of relocation is cost for moving tenants from unit to unit and as the south end of the building is vacant this would be a better fit to proceed forward.”

The north and south façade will be modified to provide for the overhead doors for the car wash; but, the east façade will retain its current transparency. A copy of the site plan and building elevations are provided

within this agenda packet.

Principal access for the car wash would come from the west off of Gray Street to enter the car wash. The access is provided through an easement via the adjoining corner parcel allowing for sufficient queuing for vehicles entering the car wash. As part of the original development a residential buffer was provided along the southern property line and was intended to block light trespass coming from vehicle headlights.

The proposed change to add the car wash at the southeast side of the building presents new issues that were not necessarily an issue on the west end of the building. The drive area for the car wash now runs the length of the building to access the car wash entry into the building on the south east corner of the building. The additional traffic and possible noise of the vehicles and any noise associated with the car wash are closer to the neighborhood.

The new placement also creates a pinch-point around the east side of the building where the distance between the building and the property line greatly narrows from the west and vehicles going east/west behind the building may be limited. In addition, at southeast corner of the building there would not be sufficient room for vehicles to pass around a vehicle in the car wash lane thus, creating a potential bottle-neck at the corner of the building.

Although staff did recommended approval of the car wash use on the west side of the building, the southeast side relocation presents issues that are a deterrent to the site and traffic circulation. Therefore, staff will be recommending denial of the request.

Ald. R. Scannell and adjacent property owners within 200 ft. of the subject area have been notified of the request. At the time this report was drafted, staff has not received any inquires.

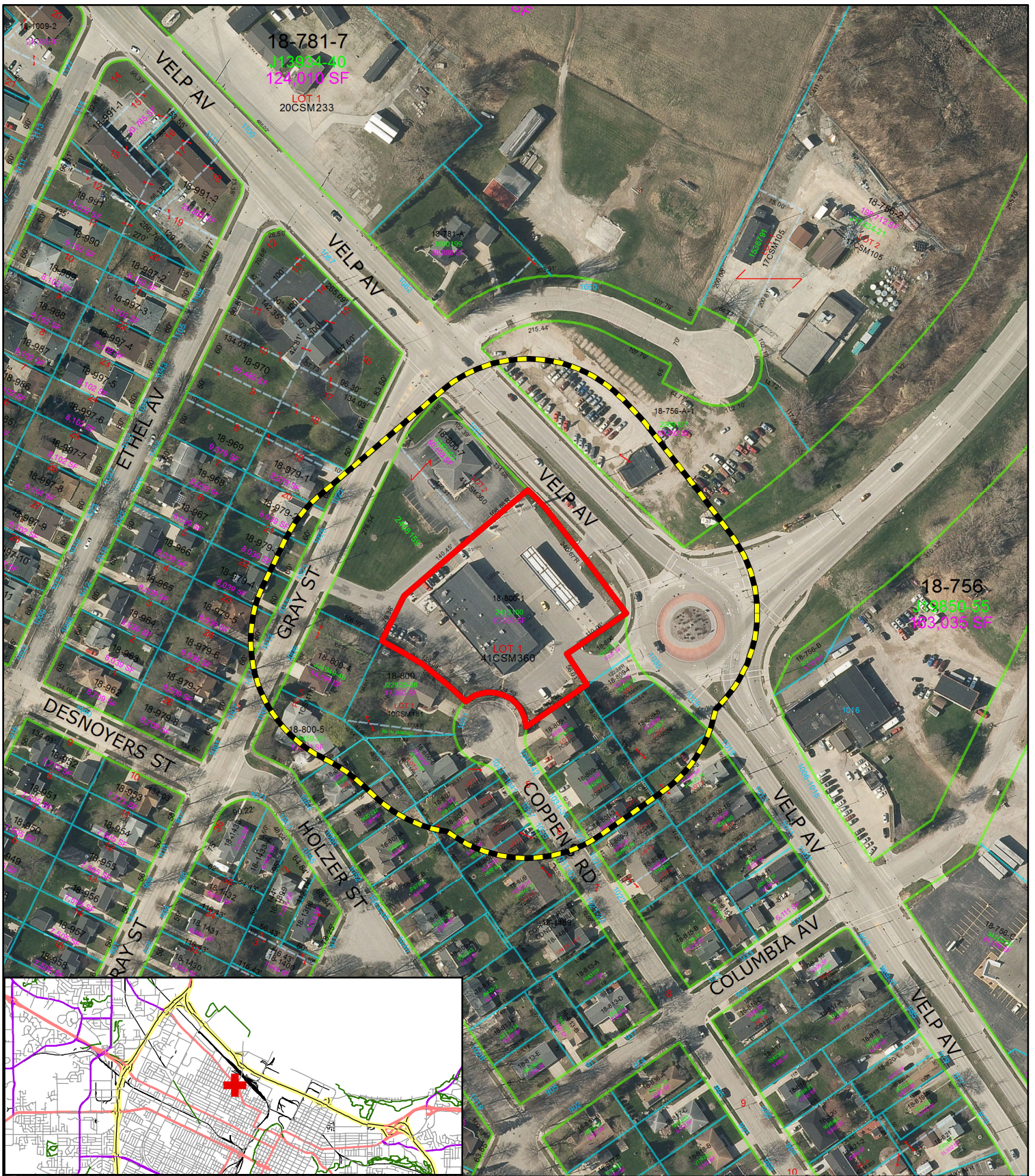
RECOMMENDATION

Denial of the request.

FISCAL IMPACT

ATTACHMENTS

1. ZPI8-11 letter
2. Site Plan - Amendment



- Subject Area
- 200' Property Owner Notice



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

0 5,000 10,000
Feet

Zoning Petition (ZP 18-11)

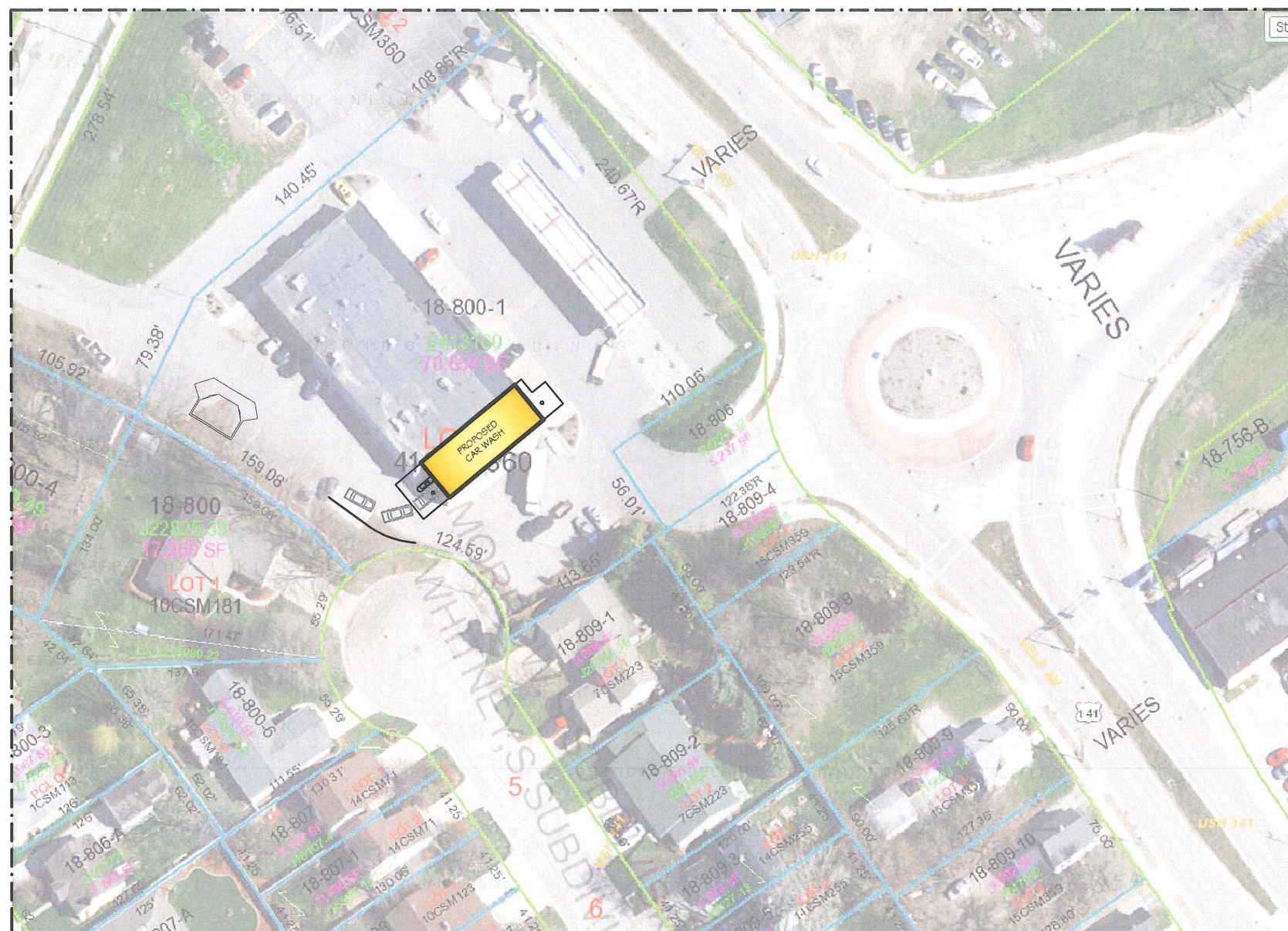
Conditional Use Permit (CUP) - 1053 Velp Avenue



BAYLAND BUILDINGS

P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-8033
www.baylandbuildings.com

DESIGN & BUILD GENERAL CONTRACTOR



CONCEPTUAL SITE PLAN

DISCLAIMER: THE SITE INFORMATION PROVIDED IS BASED ON SOURCES BELIEVED TO BE RELIABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. BAYLAND BUILDINGS INC. MAKES NO GAURANTE, WARRANTY, OR REPRESENTATION AS TO THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION.

APPROVED

OWNERS SIGNATURE _____ DATE _____
SALES REPRESENTATIVE _____ DATE _____
(APPROVAL NOT VALID W/O SIGNATURE)

PROPOSED BUILDING FOR:
17-9803
WISCONSIN: COUNTY OF:

SCALE VERIFICATION
THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY.

NOTICE OF COPYRIGHT
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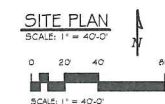
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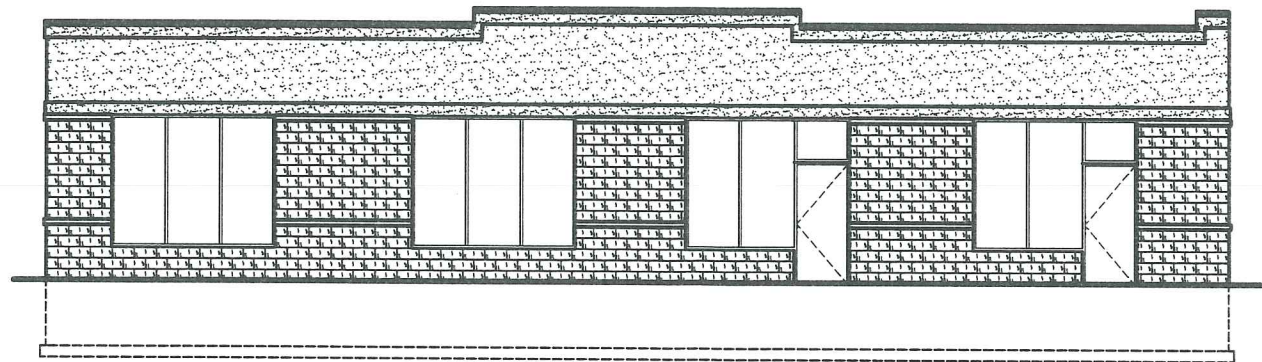
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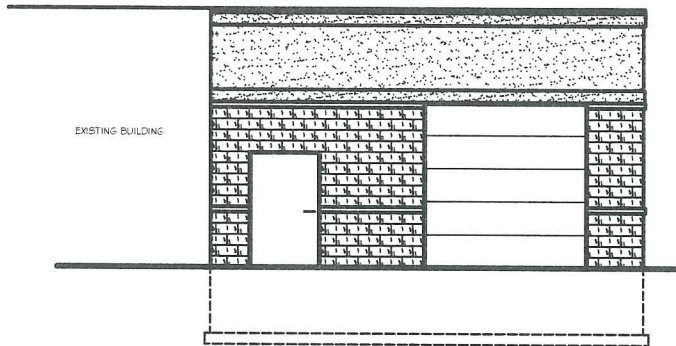
BAYLAND BUILDINGS

P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
www.baylandbuildings.com

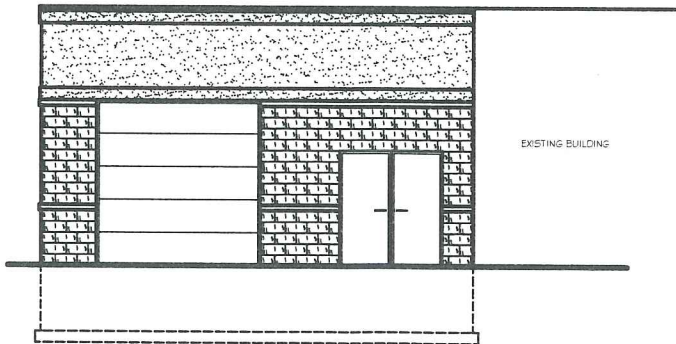
DESIGN & BUILD GENERAL CONTRACTOR



SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION

PROPOSED TENANT ALTERATION FOR:

17-9803

GREEN BAY, WISCONSIN; COUNTY OF: BROWN

SCALE VERIFICATION

THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY.



NOTICE OF COPYRIGHT
THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT
PROTECTION AS AN "ARCHITECTURAL WORK" UNDER SEC. 102 OF
THE COPYRIGHT ACT, 17 U.S.C. AS AMENDED DECEMBER 1990 AND
KNOW AS "ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT"
OF 1990. THE PROTECTION INCLUDES BUT IS NOT LIMITED TO THE
OVERALL FORM AS WELL AS THE ARRANGEMENT AND COMPOSITION
OF SPACES AND ELEMENTS OF THE DESIGN. UNDER SUCH
PROTECTION, UNAUTHORIZED USE OF THESE PLANS, WORK OF
BUILDING REPRESENTED, CAN LEGALLY RESULT IN THE CESSATION
OF CONSTRUCTION OF BUILDINGS BEING DESIGNED AND/OR MONETARY
COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER:

SALES REP:

TOM AMBROSIOUS
(920) 371-2544

DRAWN BY:

DPO

DATE:

5-18-18

REVISIONS:



ISSUED FOR:

- ☐ PRELIMINARY
☐ BID SET
☒ CONSTRUCTION

SHEET

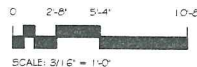
A1.1

APPROVED

OWNER'S SIGNATURE _____ DATE _____
SALES REPRESENTATIVE _____ DATE _____
(APPROVAL NOT VALID W/O SIGNATURE)

EXISTING CONDITIONS

FIELD VERIFY ALL DIMENSIONS,
ELEVATIONS, AND CONDITIONS
PRIOR TO CONSTRUCTION



SCALE: 3/16" = 1'-0"



Report to the Green Bay Plan Commission

MEETING DATE

June 19, 2018

PREPARED BY

Jessica Deal, Staff

AGENDA ITEM # P.2.

To create a Planned Unit Development (PUD) at 320 S. Military Avenue/1600 Block Western Avenue, subject to the approval of the draft ordinance.

BACKGROUND

Reason for Request: To permit the expansion of the H.J. Martin distribution, limited production and storage facility as part of their campus.

Surrounding Zoning and Land Uses:

Subject Properties: General Commercial (C1)/Light Industrial (LI)/H.J. Martin commercial/light manufacturing operations.

North: C3 – Community Center Commercial/Varied Density Residential (R3)
Wisconsin Central Rail/Shopko/Commercial/single and two family uses

South: C1 – General Commercial Commercial

West: R3 – Varied Density Residential Multi-family

East: C1 – General Commercial Commercial

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan designates this area for Commercial Uses and the proposed rezoning would be consistent with the City's Comprehensive Plan. The proposed building expansions on site include an expansion of the current limited production and processing uses. Such uses are permitted as a Conditional Use Permit (CUP) under the current commercial zoning districts. Some current parcels have Light Industrial (LI) zoning which has permitted the current limited production and processing/distribution center. It would be reasonable to consider the proposed land uses as consistent with the Comprehensive Plan.

Military Avenue Redevelopment Plan:

The request is also located within the study area of the Military Avenue Redevelopment Plan; however, a recommended land use is not provided.

Report: The proposed request will assist in facilitating the expansion of uses on the H.J. Martin campus. Currently, there are several parcels that make up the campus that includes both sides of Western Avenue, west of S. Military Avenue. There is approximately 7.10 acres north of Western Avenue and approximately 5.17 acres to the south for a total of 12.27 acres for the entire campus. The applicant has indicated the following existing and proposed uses on site:

320 S. Military Avenue-Existing residential flooring showroom, 2nd floor corporate office space, no proposed changes;

1598 Western Avenue-Proposed distribution center expansion and additional installer training area;

1643 Western Avenue-Proposed parking storage garage to house pick-up trucks, installer's personal vehicles

and company delivery vehicles.

The proposed distribution center, north of Western Avenue, will have a green space at the south side of the building along Western Avenue and at the west side of the building along Perkins Avenue. A landscape buffer is proposed for the west side between the building and the residential complex across Perkins Avenue. The proposed expansion will be approximately 44, 992 sq. ft. There will be added impervious surface access drive to the new building along the east side of the landscape buffer for the entire length of the building.

The distribution center expansion will replace a portion of existing parking lot and drives approximately 22,000 sq. ft. and no additional parking is planned. In addition, the expanded structure will have a new driveway entrance near the corner of Perkins Avenue and Western Avenue. There will be an improvement of the existing driveway at the northwest corner of the parcel on Perkins Avenue.

The parking storage garage, south of Western Avenue, will have a green space at the north side of the building integral with a new parking lot. The proposed garage footprint will be approximately 19,106 sq. ft. with a new parking lot on the north side of the building. The current driveway on the southwest side of Western Avenue will be moved to the east. There will also be a landscape buffer on the west side between the building and the adjacent residential complex. As for the added impervious surfaces for the parking storage garage, along the with

Existing tax parcels will be combined to avoid setback and use issues and have been included within the PUD draft as a requirement. Because this use does contain truck traffic, as well as other commercial traffic, staff will be working with the applicant and the City's Traffic Engineer on addressing any traffic issues as a result of the proposed expanded land uses.

A Planned Unit Development (PUD) was recommended to address the hybrid uses between commercial and light industrial. Staff is recommending approval of the request subject to the draft ordinance and Exhibits attached within this meeting packet.

Ald. J. Vander Leest and adjacent property owners within 400 ft. have been notified of the request. As of the drafting of this report, there have been inquiries but, no objections to the request.

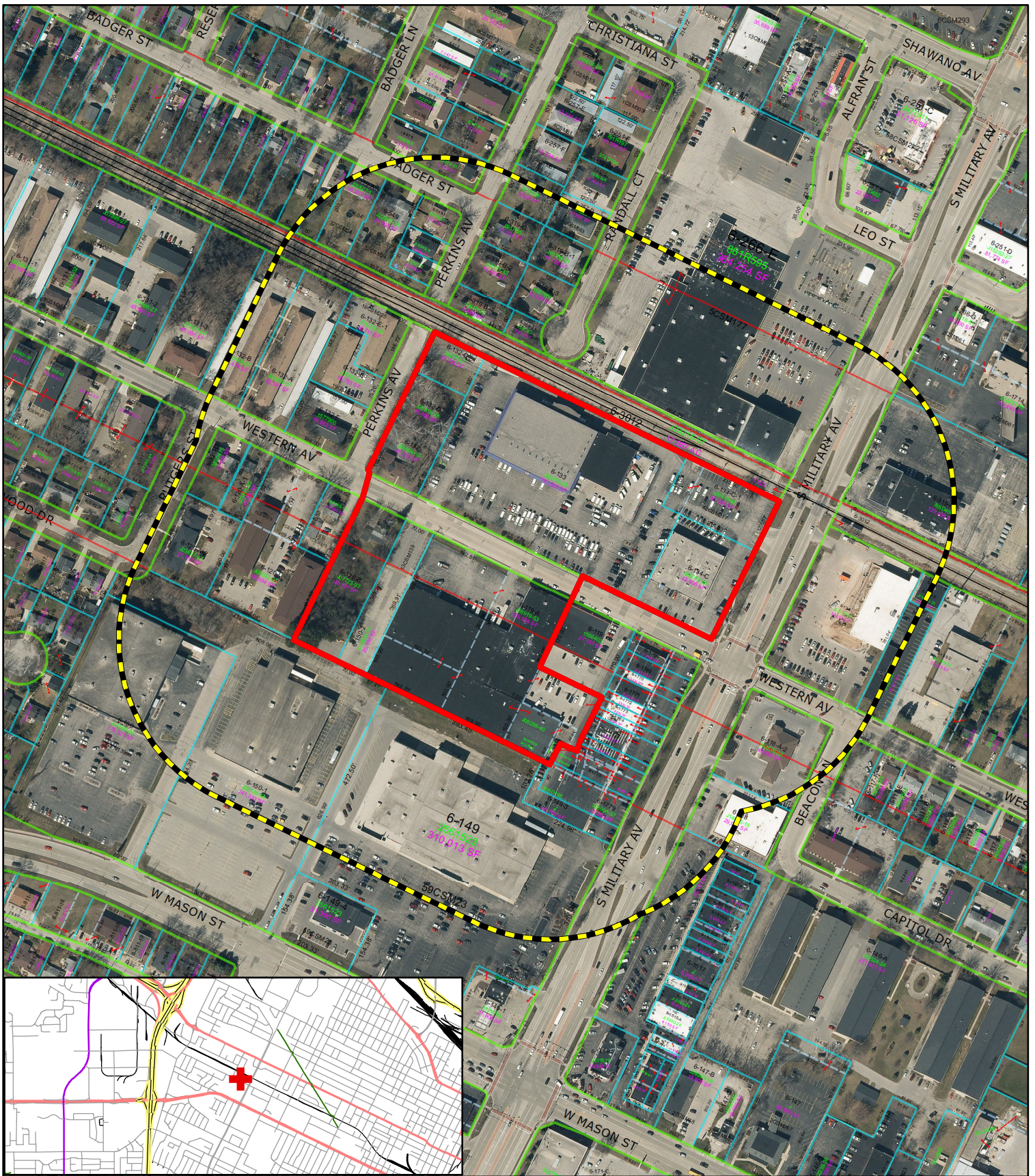
RECOMMENDATION

Approval of the request, subject to the approval of the draft ordinance.

FISCAL IMPACT

ATTACHMENTS

1. ZPI8-13 letter
2. ZP 18-13 PUD Draft
3. Draft Exhibits A to C



- Subject Area
- 400' Property Owner Notice



0 5,000 10,000
Feet

Zoning Petition (ZP 18-13)
Proposed Planned Unit Development (PUD) -
320 S Military Avenue/1600 Block Western Avenue

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 PN

ZONING ORDINANCE NO. 00-18

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR
PROPERTIES LOCATED AT 320 SOUTH MILITARY AVENUE AND THE 1600 BLOCK
OF WESTERN AVENUE
(ZP 18-13)

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

SECTION 1. Section 13-108, 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 properties:

Legal Description: CADY & BURDONS GARDEN LOTS ELY 1 ACRE OF LOT 11
Tax Parcel: 6-120-B

Legal Description: LOT 3 OF 13 CSM 139 BNG PRT OF LOT 10 OF CADY & BURDONS
GARDEN LOTS & PRT LOT 14 OF TANKS SUBD OF PC 2-9 WSFR
Tax Parcel: 6-150-2

Legal Description: CADY & BURDONS GARDEN LOTS THAT PRT LOT 10 DESC IN 634 R
64 & 744 R 286 & 746 R 226 & ALSO PRT OF LOTS 9 & 10 DESC IN J14336-36 & PRT IN
J8288-40
Tax Parcel: 6-119-A

Legal Description: CADY & BURDONS GARDEN LOTS ALL THAT PRT OF LOT 24 AS DES IN
VOL 358 D 224 EX 42 CSM 217
Tax Parcel: 6-134-C

Legal Description: LOT 1 OF 42 CSM 217 BNG PRT OF LOTS 23 & 24 CADY & BURDONS
GARDEN LOTS
Tax Parcel: 6-134-C-1

Legal Description: CADY & BURDONS GARDEN LOTS LOT 23 EX 42 CSM 217
Tax Parcel: 6-133

Legal Description: CADY & BURDONS GARDEN LOTS NLY 100 FT OF THAT PRT OF LOT 22
LYG E OF PERKINS AVE DESC IN 242 D 127 BROWN COUNTY RECORDS
Tax Parcel: 6-132-C

Legal Description: CADY & BURDONS GARDEN LOTS THAT PRT OF LOT 22 LYG E OF
PERKINS ST EX THEREFROM THE NLY 100 FT & SLY 120 FT DES IN 242 D 335 BCR
Tax Parcel: 6-132-D

Legal Description: CADY & BURDONS GARDEN LOTS SLY 120 FT OF LOT 22 LYG E OF
PERKINS AVE EXC VOL 1120 R 466
Tax Parcel: 6-132

SECTION 2. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. Purpose and Intent. The purpose and intent of the Planned Unit Development (PUD) is to permit the expansion of HJ Martin's campus and current operations as a mix of commercial and light industrial uses. The following requirements are intended to allow for business expansions while minimizing impact on residential properties by providing appropriate buffering and allowing business growth in an appropriate fashion. The general appearance and design of the site shall generally comply with the attached Exhibits A to C.
- B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:
1. Professional offices
 2. Limited Production and Processing and distribution of product related to the H.J. Martin operation.
 3. Other uses as permitted within the General Commercial (C1) District.
- C. Dimensional and Area Requirements. Dimensional and area requirements for principle structures on the subject property shall be as required as follows:
1. South Military Avenue:
 - a. Front yard: 15 feet for buildings and 10 feet for parking areas.
 - b. Corner side yard setbacks (Western Avenue): 10 feet for buildings and 0 feet for parking.
 - c. Interior side yard: 0 feet.
 - d. Front yard: (Perkins Avenue): 15 feet and shall comply with the requirements found in Chapter 13-1820(c), Green Bay Zoning.
 - e. Buildings shall not exceed 35 feet in height.
 - f. Impervious coverage: Impervious surfaces shall not exceed 80% of the site and may include interior lot landscaping as part of the calculation.
 2. Western Avenue-South Side:
 - a. Front yard: 15 feet for buildings and 10 feet for parking areas.
 - b. Interior side yard: 15 feet and shall comply with the requirements found in Chapter 13-1820(c), Green Bay Zoning.
 - c. Rear yard setback: 0 feet.
 - d. The building shall not exceed 35' height.
 - e. Impervious coverage shall not exceed 80% of the site and may include interior lot landscaping as part of the calculation.
- D. Architecture. All building elevations shall generally comply with Exhibits B & C and subject to the following requirements:
1. Wall articulation. No wall that faces a street or connecting walkway shall have a blank, uninterrupted length exceeding thirty (30) feet without including at least one (1) of the following: change in plane, change in texture or masonry pattern, windows, or an equivalent element that subdivides the wall into human scale proportions.

2. Building materials. All building facades shall be designed with architecturally-finished materials. Durable materials, such as masonry or stucco, shall be used on all street-facing facades. All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design, unless the entire building is being renovated.
- E. Lighting. All lighting on the subject property shall be regulated as set forth in Section 13-500, Green Bay Municipal Code.
- F. Signage. All signage for the current project shall be regulated as follows:
1. All signs shall be constructed and in compliance with Chapter 13-2004 Green Bay Zoning.
 2. Wall signs are permitted as allowed in Chapter 13-2010, Table 20-2, General Commercial (C1).
 3. Directional signs are not to exceed 12 square feet per sign face.
 4. No signage, except for directional signage, shall face a residentially zoned parcel.
 5. No signage shall be permitted along the Perkins Avenue.
- G. Site Plan Review & Standards
1. A site plan shall be submitted and review per Chapter 13-1800.
 2. All service, loading and refuse areas shall be screened per Chapter 13-1813, Green Bay Zoning.
 3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Chapter 13-1815, Green Bay Zoning.
- H. Parking/Pedestrian Access.
1. All parking shall be regulated as required in Chapter 13-1700.
 2. Unused drives shall be closed to city standards and proposed driveways may be permitted on Exhibit A, compliant with Chapter 13-1706 Green Bay Zoning Code.
- I. Landscaping/Transitional Yard
1. A detailed landscape plan shall be submitted for review as part of the site plan review.
 2. The landscape plan shall identifying the type and placement of all proposed plant materials and details regarding all transitional areas.
- J. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 30, Green Bay Municipal Code.
- K. All parcels shall be consolidated consistent with Exhibit A.

L. The applicant/property owner is to work with the City's Traffic Engineer to determine if a Traffic Impact Analysis (TIA) shall be completed or if other agreed measures may be taken by the applicant/property owner and the City of Green Bay to address any relevant traffic concerns.

M. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

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 Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2018.

APPROVED:

Mayor James J. Schmitt

ATTEST:

Clerk

Attachments:

Exhibit A – Conceptual Site Plan

Exhibit B – Building Façade Elevation-Western Avenue-South

Exhibit C – Building Façade Elevation-Western Avenue-North

DRAFT

Exhibit

Part of Lot 22 of the recorded plat, "Cady and Burdon's Garden Lots", in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin

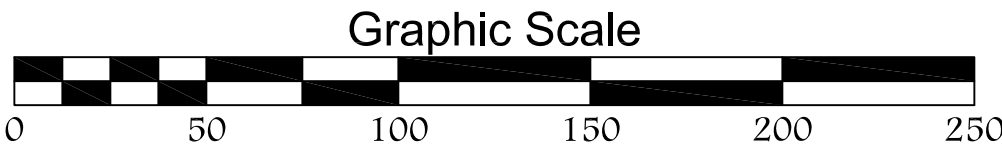
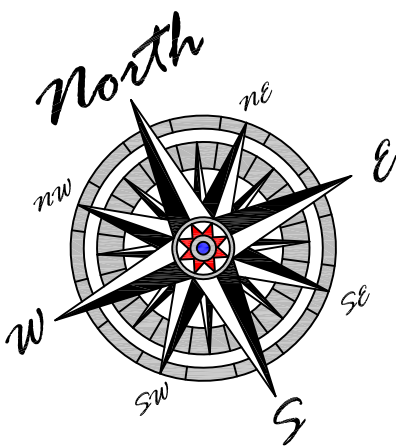


Exhibit A



SCALE
1"=50'

DRAWN BY
ZRH

PROJECT NO.
H-5788

SHEET NO.
1 of 1

DRAWING NO.
S-

Exhibit of Building Additions
and Storm Management

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd, Green Bay, WI 54313

HJ Martin & Son

TAX PARCEL NO. 6-132, 6-132-D, 6-132-C

File: H-5788Exhibit 081618.dwg Data File: H-5788.txt Fieldwork Completed: 7/26/2017





H.J. MARTIN & SON
WAREHOUSE DISTRIBUTION CENTER ADDITION AND NEW TRUCK STORAGE

PROJECT LOCATION

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design mattersSM





H.J. MARTIN & SON
WAREHOUSE DISTRIBUTION CENTER ADDITION AND NEW TRUCK STORAGE

PROJECT LOCATION

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d e s i g n m a t t e r s SM





Report to the Green Bay Plan Commission

MEETING DATE

June 19, 2018

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # P.3.

To authorize a Conditional Use Permit (CUP) for a two-family home in a Low Density Residential (RI) District at 246 Oxford Avenue, subject to the following conditions:

- Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.
- Compliance with the applicable Uniform Dwelling Code (UDC) building requirements related to a two-family dwelling.

BACKGROUND

Primary Address: 246 Oxford Avenue

Alderson/District: Ald. Mark Steuer/10

Reason for Request: To re-establish a discontinued nonconforming two-family use.

Subject Parcel Zoning and Land Use:

Low-Density Residential (RI)
Vacant two-family residential home

Surrounding Zoning and Land Uses:

North: Low-Density Residential (RI); single- and two-family homes

South: Low Density Residential (RI) Single- and two-family homes

East: Low-Density Residential (RI); single- and two-family homes

West: Low-Density Residential (RI); single- and two-family homes

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends low-density residential land uses on this parcel. While Ch. 66.1001 Wis. Stats. does not specifically require Conditional Uses to meet consistency requirements, the proposed Conditional Use Permit is consistent with the Comprehensive Plan. The proposed use of the subject property is compatible to and consistent with surrounding land uses.

Analysis: The subject property is an existing 4,804 sq. ft. parcel located at the southeast corner of Dousman Street and Oxford Avenue. The lot contains an existing two story, two-family structure. Each apartment has separate entry points with shared parking from a driveway on Dousman Street and shared garage.

A Conditional Use Permit (CUP) is required to re-establish the two-family use in this zoning district as the property has been vacant for greater than 12 months. There are two garage parking spots, as well as three surface spots, meeting the minimum parking requirement for a two-family use.

Staff supports the CUP request given the historic use as a two-family, that no exterior renovations are required to accomplish a two-family use, and the limited number of two- or multi-family homes in the neighborhood. A neighborhood analysis within 300 ft. (as dictated by the Municipal Code) shows that only 16 percent of properties were two-family units (seven total) or multi-family units (two total). The establishment of the subject property as a two-family home would not have a negative impact on the neighborhood.

Ald. M. Steuer, Fisk Addition Neighborhood Association and surrounding property owners (within 200 ft.) have been notified of the request. As of the drafting of this report, staff has not received any objections.

RECOMMENDATION

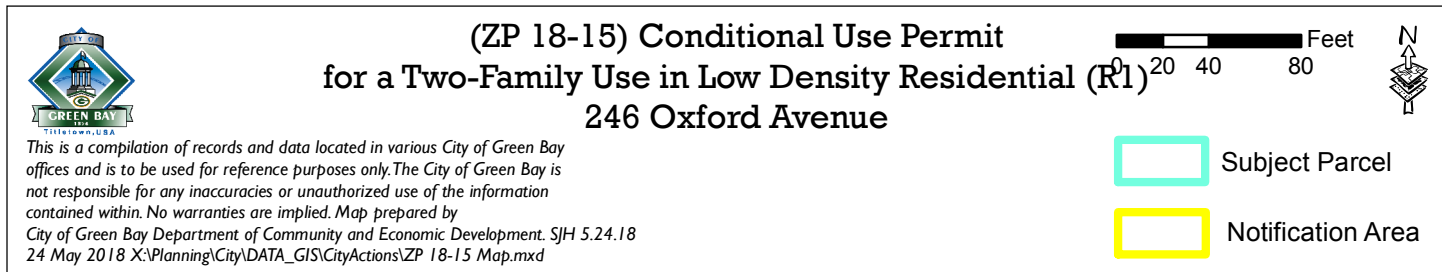
Approval of the request to authorize a CUP for two-family residential use within the Low Density Residential (RI) District at 246 Oxford Avenue, subject to the following conditions:

- a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.
- b. Compliance with the applicable Uniform Dwelling Code (UDC) building requirements related to a two-family dwelling.

FISCAL IMPACT

ATTACHMENTS

- I. ZP 18-15 Map





Report to the Green Bay Plan Commission

MEETING DATE

June 19, 2018

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # P.4.

To amend a Planned Unit Development (PUD) at 865 Lombardi Avenue, subject to the Planned Unit Development District Ordinance (PUD).

BACKGROUND

Reason for Request: To permit additions of a wall sign on the south side of the existing hotel.

Surrounding Zoning and Land Uses:

Subject Property: PUD- Planned Unit Development /Tundra Lodge Hotel

North: PUD – Planned Unit Development Commercial Outlots to the Tundra Lodge

South: GI – General Industrial Industrial Trucking sales

West: GI – General Industrial Vacant

East: Ashland Avenue right-of-way

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan designates this area for Commercial Uses and the proposed rezoning would be consistent with the City's Comprehensive Plan.

Report: The request is intended to address signage needs for the Tundra Lodge by providing greater visibility on the south side of the building, visible from S. Ashland Avenue. The request is to install one wall sign that is 11.67 ft. wide and is 14 ft. tall for a total of 163.38 sq. ft. A copy of the draft ordinance amendment is attached within this agenda packet along with the sign Exhibit.

The original Planned Unit Development (PUD) was developed in 2002 for the Tundra Lodge and amended in 2003 for a series of signage upgrades; however, none address the south side of the building. As part to of the amendment request, the applicant stated that several customers have indicated difficulty identifying the Tundra Lodge from S. Ashland Avenue.

Ald. B. Johnson and affected and adjacent property owners, located within a minimum of 400 ft. from the subject area, have been noticed of the request. As of the drafting of this report staff has not received any calls or objections to this request. Due to the scale of existing structure, staff feels the additional signage is consistent with other signage on campus. In addition, the proposed signage provides greater building recognition for north bound motorists and visitors traveling along S. Ashland Avenue wishing to locate the Tundra Lodge.

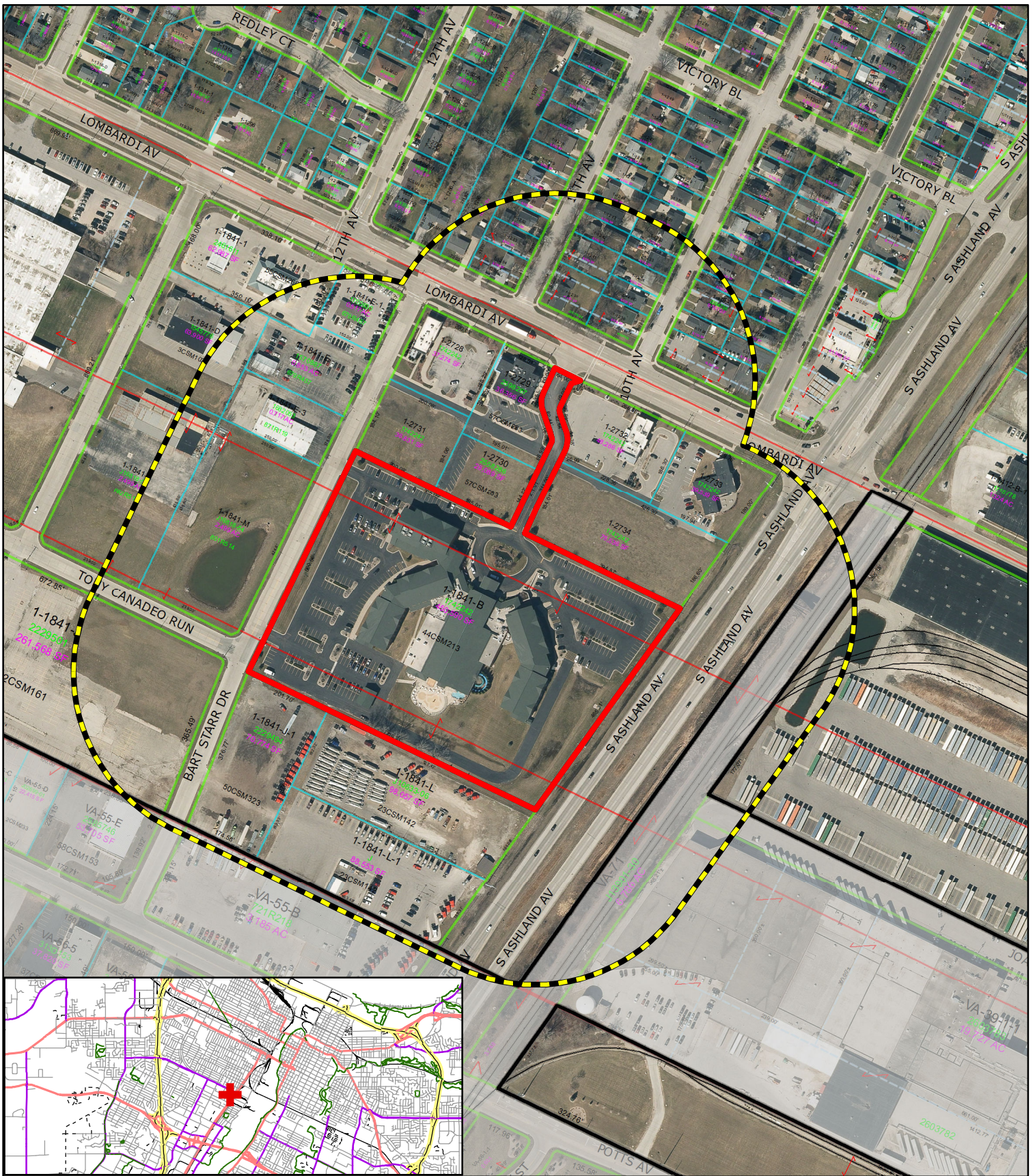
RECOMMENDATION

Approval of the request, subject to the Planned Unit Development District Ordinance (PUD).

FISCAL IMPACT

ATTACHMENTS

1. ZP18-16 letter
2. Draft ZO ZP 18-16
3. Exhibit A



Subject Area



400' Property Owner Notice



Zoning Petition (ZP 18-16)
Proposed Planned Unit Development (PUD) Amendment -
865 Lombardi Avenue

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 PN

0 5,000 10,000
 Feet

ZONING ORDINANCE NO. 00-18

AN ORDINANCE
AMENDING THE SIGN STANDARDS FOR AN EXISTING PLANNED UNIT
DEVELOPMENT (PUD) LOCATED AT 865 LOMBARDI AVENUE
(ZP 18-16)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amending an established Planned Unit Development (PUD) District on the following described property:

Legal Description: LOT 3 OF 44 CSM 213 BNG PRT OF LOT 8 OF MORRIS &
BROMLEYS SUBD OF S1/2 OF PC 13 WSFR & BNG PRT OF PC 14 & PC 15 WSFR

Tax Parcel: 1-1841-B

SECTION 2. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. Signage
 - 1. One wall sign is permitted along the southeast corner of the existing building per the attached Exhibit A.
 - 2. The sign shall not exceed 165 square feet in size.
 - 3. No roof signage is permitted.
- B. Additional Applicable Regulations. Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

SECTION 3. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-1900, Green Bay Municipal Code, and the adoption and publication of this ordinance.

SECTION 5. 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.

ZONING ORDINANCE NO. 00-18

Page 2

SECTION 6. 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 7. 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 8. 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.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2018.

APPROVED:

Mayor

ATTEST:

Clerk

PN:

Exhibit A: Proposed wall sign

ILLUMINATED WALL SIGN

Exhibit A



163.3 SQUARE FEET



2070 HOLMGREN WAY GREEN BAY, WI 54304
(920) 494-7161 FAX(920) 494-8720

LAYOUT

☐ APPROVED ☐ CHANGES

SIGNED BY: _____ DATE: _____

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NO DUPLICATION ALLOWED
WITHOUT PERMISSION

SALESPERSON

ROBERT OTT



Report to the Green Bay Plan Commission

MEETING DATE

June 19, 2018

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # P.5.

To enter into an agreement to complete a Safe Routes for Non-Drivers and Bicycle/Pedestrian Plan with Green Bay Area Public School District and Toole Design Group.

BACKGROUND

The Department of Community and Economic Development has been working in partnership with the Green Bay Area Public School District (GBAPS) to create a joint Safe Routes for Non-Drivers and Bicycle/Pedestrian Plan. Considering the vast area the school district covers, the City proposed working collaboratively to create this plan.

A group of representatives from the City, GBAPS, Brown County and Live54218 released a Request for Proposals in winter of 2017. Toole Design Group was selected based on their project approach, understanding of the project and community, staffing on the project and proposed budget. We have contracted with Toole Design Group to complete the Safe Routes for Non-Drivers and Bicycle/Pedestrian Plan.

GBAPS received a grant funded through the Wisconsin Department of Transportation. The City and GBAPS will each contribute 10 percent of the total project cost. This will total \$30,994 for each entity over the life of the project, which is anticipated to be completed in June 2019. The City's portion will be funded through unrestricted Community Development Block Grant funds. This will also go before the Redevelopment Authority on June 12, 2018.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

None



Report to the Green Bay Plan Commission

MEETING DATE

June 19, 2018

PREPARED BY

David Buck, Staff

AGENDA ITEM # P.6.

To amend the Green Bay Zoning Code Section 13-1911, adjusting the timeframe associated with expiration of Planned Unit Developments from one (1) year to five (5) years, subject to the draft ordinance.

BACKGROUND

Reason for Request: This Zoning Ordinance text amendment is necessary to bring the City's Zoning regulations into compliance with recently adopted 2017 Wisconsin Act 243 (Published April 4, 2018).

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan does not provide specific guidance regarding the proposed text amendments.

Analysis: 2017 Wisconsin Act 243, referred to as the "The Developer's Bill", was recently adopted. It makes a plethora of changes to the State Statutes related to zoning, condemnation/eminent domain, impact fees and other community development regulations (Attached please find 2017 Wisconsin Act 243). Staff reviewed the various components of the bill and determined that Section 13-1911 of our Zoning Ordinance needs to be amended to bring the ordinance into compliance with state statute.

2017 Wisconsin Act 243 (Section 24) creates State Statute 66.10015(5) that specifies that "A political subdivision (county, city, Village or town) may not establish an expiration date for an approval related to a planned development district of less than five (5) years after the date of the last approval required for completion of the project". The Statute does not prohibit the political subdivision from establishing timelines for completion of work related to an approval within the planned development itself but prohibits the outright expiration.

Green Bay zoning, under Planned Unit Development Standards, Section 19-1911, places a one (1) year date to begin construction. See below:

13-1911. Expiration of approval. The Planned Unit Development shall remain valid for a period of one (1) year from the date of approval, unless a longer time-period has been agreed to by the Council. If construction has not commenced during this period, the Planned Unit Development shall be considered void and the overlay designation removed, unless a petition for a time extension has been granted by the Council. Any extension requests shall be submitted in writing to the Common Council at least thirty (30) days prior to expiration of the approval and shall describe reasons for the delay in construction of the project.

Therefore, new State Statute necessitates a change to the code to be compliant. Additionally, it is important that the Plan Commission and Common Council understand that specific development/construction timelines or "benchmarks" may be desirable conditions to be placed on planned development approvals in the future.

RECOMMENDATION

Approve amendment to the Green Bay Zoning Code Section 13-1911; adjusting the time frame associated

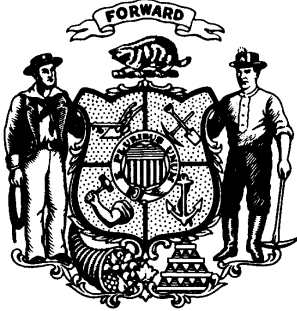
with expiration of Planned Unit Developments from one (1) year to five (5) years, subject to the draft ordinance.

FISCAL IMPACT

ATTACHMENTS

1. 2017 WI Act 243 Developers Bill
2. GO XX-18 - Amending ZO Section 13-1911 Expiration of PUDs

State of Wisconsin



2017 Assembly Bill 770

Date of enactment: April 3, 2018
Date of publication*: April 4, 2018

2017 WISCONSIN ACT 243

AN ACT *to repeal* 62.23 (7) (d) 2m. a., 66.0617 (9) (b), 66.0617 (9) (c), 66.0617 (9) (d) and 66.10015 (2) (d); *to renumber* 62.23 (7) (d) 2m. b., 66.1102 (1) (a) and 66.1102 (1) (b); *to renumber and amend* 32.09 (1m), 66.0617 (9) (a), 236.13 (2) (a) 1. and 236.13 (2) (a) 2.; *to amend* 32.19 (4m) (a) (intro.), 32.19 (4m) (b) 1., 32.20, 66.0617 (6) (g), 66.0628 (4) (a), 66.0821 (4) (c), 66.1009 (1), 66.1015 (title), 66.1102 (title), 101.65 (1) (a), 236.34 (1) (ar) 1., 236.45 (6) (am) and 281.33 (6) (a) 1.; and *to create* 32.09 (1m) (b), 32.19 (2) (hm), 32.19 (4m) (a) 4., 66.0602 (3) (m), 66.0617 (6) (am), 66.0617 (6) (fm), 66.0617 (7r), 66.10013, 66.10014, 66.10015 (1) (f), 66.10015 (5), 66.10015 (6), 66.1015 (3), 66.1102 (1) (ae), 66.1102 (5), 66.1108, 101.65 (1c), 236.13 (2) (ad), 236.13 (2) (am) 1d., 236.13 (2) (am) 1m., 236.13 (2) (am) 3. and 236.45 (6) (c) of the statutes; **relating to:** local fees and charges; local levy limits; subdivision approval conditions; plat approval conditions; expiration of certain project approvals; division of land by certified survey map; erosion control and storm water management; limiting certain local regulatory authority; relocation benefits in condemnation proceedings; and zoning ordinance amendments.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 32.09 (1m) of the statutes is renumbered 32.09 (1m) (a) and amended to read:

32.09 (1m) (a) As a basis for determining value, a commission in condemnation or a court ~~may~~ shall consider the price and other terms and circumstances of any good faith sale or contract to sell and purchase comparable property. A sale or contract is comparable within the meaning of this subsection paragraph if it was made within a reasonable time before or after the date of evaluation and the property is sufficiently similar in the relevant market, with respect to situation, usability, improvements, and other characteristics, to warrant a reasonable belief that it is comparable to the property being valued.

SECTION 2. 32.09 (1m) (b) of the statutes is created to read:

32.09 (1m) (b) As a basis for determining value, a commission in condemnation or a court shall consider, if provided by the condemnor or condemnee, an appraisal based on the income approach and an appraisal based on the cost approach.

SECTION 3. 32.19 (2) (hm) of the statutes is created to read:

32.19 (2) (hm) "Reasonable project costs" means the total of all of the following costs that an owner displaced person of an owner-occupied business or farm operation or tenant displaced person of a tenant-occupied business or farm operation must reasonably incur to make a business or farm operation to which the owner or tenant moves a comparable replacement business or farm operation under sub. (4m):

1. Capital costs, including the actual costs of the construction of improvements, new buildings, structures,

* Section 991.11, WISCONSIN STATUTES: Effective date of acts. "Every act and every portion of an act enacted by the legislature over the governor's partial veto which does not expressly prescribe the time when it takes effect shall take effect on the day after its date of publication."

and fixtures; the demolition, alteration, remodeling, repair or reconstruction of existing buildings, structures, and fixtures; the removal or containment of, or the restoration of soil or groundwater affected by, environmental pollution; and the clearing and grading of land.

2. Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations prior to maturity.

3. Professional service costs, including costs incurred for architectural, planning, engineering, and legal advice and services.

4. Imputed administrative costs, including reasonable charges for the time spent by the owner or tenant in connection with the implementation of the project.

5. Costs related to the construction or alteration of sewerage treatment plants, water treatment plants or other environmental protection devices, storm or sanitary sewer lines, water lines, or amenities on streets; the relocation of utility lines or other utility infrastructure, including any lines or infrastructure related to an electric utility, natural gas utility, or telecommunications utility; the installation of infrastructure necessary to provide utility service to the property, including any service from an electric utility, natural gas utility, or telecommunications utility; or the rebuilding or expansion of streets if such costs are required by the applicable municipality and are not paid for by the municipality.

SECTION 4. 32.19 (4m) (a) (intro.) of the statutes is amended to read:

32.19 (4m) (a) *Owner-occupied business or farm operation.* (intro.) In addition to amounts otherwise authorized by this subchapter, the condemnor shall make a payment, ~~not to exceed \$50,000,~~ to any owner displaced person who has owned and occupied the business operation, or owned the farm operation, for not less than one year prior to the initiation of negotiations for the acquisition of the real property on which the business or farm operation lies, and who actually purchases a comparable replacement business or farm operation for the acquired property within 2 years after the date the person vacates the acquired property or receives payment from the condemnor, whichever is later. An owner displaced person who has owned and occupied the business operation, or owned the farm operation, for not less than one year prior to the initiation of negotiations for the acquisition of the real property on which the business or farm operation lies may elect to receive the payment under par. (b) 1. in lieu of the payment under this paragraph, but the amount of payment under par. (b) 1. to such an owner displaced person may not exceed the amount the owner displaced person is eligible to receive under this paragraph. If the condemnor is a village, town, or city, the payment by the condemnor under this paragraph may not exceed

\$100,000. The additional payment under this paragraph shall include the following amounts:

SECTION 5. 32.19 (4m) (a) 4. of the statutes is created to read:

32.19 (4m) (a) 4. Any reasonable project costs incurred or to be incurred by the displaced person.

SECTION 6. 32.19 (4m) (b) 1. of the statutes is amended to read:

32.19 (4m) (b) 1. The amount, ~~not to exceed \$30,000, which that is necessary to lease or rent a comparable replacement business or farm operation for a period of 4 years, plus any reasonable project costs incurred or to be incurred by the tenant displaced person. If the condemnor is a village, town, or city, the amount paid under this subdivision may not exceed \$80,000.~~ The rental payment shall be computed by determining the average monthly rent paid for the property from which the person was displaced for the 12 months prior to the initiation of negotiations or, if displacement is not a direct result of acquisition, such other event as determined by the department of administration and the monthly rent of a comparable replacement business or farm operation, and multiplying the difference by 48; or

SECTION 7. 32.20 of the statutes is amended to read:

32.20 Procedure for collection of itemized items of compensation. Claims for damages itemized in ss. 32.19 and 32.195 shall be filed with the condemnor carrying on the project through which condemnee's or claimant's claims arise. All such claims must be filed after the damages upon which they are based have fully materialized but not later than 2 years after the condemnor takes physical possession of the entire property acquired or such other event as determined by the department of administration by rule. If such claim is not allowed within 90 days after the filing thereof, the claimant has a right of action against the condemnor carrying on the project through which the claim arises. Such action shall be commenced in a court of record in the county wherein the damages occurred. In causes of action, involving any state commission, board or other agency, excluding counties, the sum recovered by the claimant shall be paid out of any funds appropriated to such condemning agency. Any judgment shall be appealable by either party and any amount recovered by the body against which the claim was filed, arising from costs, counterclaims, punitive damages or otherwise may be used as an offset to any amount owed by it to the claimant, or may be collected in the same manner and form as any other judgment. The court shall award litigation expenses, as defined in s. 32.28 (1), to a claimant if the amount of the judgment for the claimant exceeds the amount of damages allowed by the condemnor by 15 percent in an action under this section.

SECTION 7m. 32.20 of the statutes, as affected by 2017 Wisconsin Act (this act), is amended to read:

32.20 Procedure for collection of itemized items of compensation. Claims for damages itemized in ss. 32.19 and 32.195 shall be filed with the condemnor carrying on the project through which condemnee's or claimant's claims arise. All such claims must be filed after the damages upon which they are based have fully materialized but not later than 2 years after the condemnor takes physical possession of the entire property acquired or such other event as determined by the department of administration by rule. If such claim is not allowed within 90 days after the filing thereof, the claimant has a right of action against the condemnor carrying on the project through which the claim arises. Such action shall be commenced in a court of record in the county wherein the damages occurred. In causes of action, involving any state commission, board or other agency, excluding counties, the sum recovered by the claimant shall be paid out of any funds appropriated to such condemning agency. Any judgment shall be appealable by either party and any amount recovered by the body against which the claim was filed, arising from costs, counterclaims, punitive damages or otherwise may be used as an offset to any amount owed by it to the claimant, or may be collected in the same manner and form as any other judgment. ~~The court shall award litigation expenses, as defined in s. 32.28 (1), to a claimant if the amount of the judgment for the claimant exceeds the amount of damages allowed by the condemnor by 15 percent in an action under this section.~~

SECTION 8. 62.23 (7) (d) 2m. a. of the statutes is repealed.

SECTION 9. 62.23 (7) (d) 2m. b. of the statutes is renumbered 62.23 (7) (d) 2m.

SECTION 10. 66.0602 (3) (m) of the statutes is created to read:

66.0602 (3) (m) 1. The levy increase limit otherwise applicable under this section to a city, village, or town in the current year is increased by \$1,000 for each new single-family residential dwelling unit for which a city, village, or town issues an occupancy permit in the preceding year and that is all of the following:

a. Located on a parcel of no more than 0.25 acre in a city or village, or on a parcel of no more than one acre in a town.

b. Sold in the preceding year for not more than 80 percent of the median price of a new residential dwelling unit in the city, village, or town in the preceding year.

2. Amounts levied under this paragraph may be used only for police protective services, fire protective service, or emergency medical services.

3. If a city, village, or town levies an amount under this paragraph, the city, village, or town may not decrease the amount it spends for police protective services, fire protective services, or emergency medical services below the amount the city, village, or town spent in the preceding year.

SECTION 10s. 66.0617 (6) (am) of the statutes is created to read:

66.0617 (6) (am) May not include amounts for an increase in service capacity greater than the capacity necessary to serve the development for which the fee is imposed.

SECTION 10u. 66.0617 (6) (fm) of the statutes is created to read:

66.0617 (6) (fm) May not include expenses for operation or maintenance of a public facility.

SECTION 11. 66.0617 (6) (g) of the statutes is amended to read:

66.0617 (6) (g) Shall Except as provided under this paragraph, shall be payable by the developer or the property owner to the municipality in full upon the issuance of a building permit by the municipality. Except as provided in this paragraph, if the total amount of impact fees due for a development will be more than \$75,000, a developer may defer payment of the impact fees for a period of 4 years from the date of the issuance of the building permit or until 6 months before the municipality incurs the costs to construct, expand, or improve the public facilities related to the development for which the fee was imposed, whichever is earlier. If the developer elects to defer payment under this paragraph, the developer shall maintain in force a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality. A developer may not defer payment of impact fees for projects that have been previously approved.

SECTION 13. 66.0617 (7r) of the statutes is created to read:

66.0617 (7r) **IMPACT FEE REPORTS.** At the time that the municipality collects an impact fee, it shall provide to the developer from which it received the fee an accounting of how the fee will be spent.

SECTION 14. 66.0617 (9) (a) of the statutes is renumbered 66.0617 (9) and amended to read:

66.0617 (9) **REFUND OF IMPACT FEES.** ~~Subject to pars. (b), (c), and (d), and with regard to an impact fee that is collected after April 10, 2006, an ordinance enacted under this section shall specify that impact~~ Except as provided in this subsection, impact fees that are collected by a municipality within 7 years of the effective date of the ordinance, but are not used within 10 8 years after the effective date of the ordinance they are collected to pay the capital costs for which they were imposed, shall be refunded to the ~~current owner of payer of fees~~ for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as described in sub. (8). The ordinance shall specify, by type of public facility, reasonable time periods within which impact fees must be spent or refunded under this subsection, subject to the 10-year limit in this paragraph and the extended time period specified in par. (b). In determining the length of the time periods under the ordinance, a

~~municipality shall consider what are appropriate planning and financing periods for the particular types of public facilities for which the impact fees are imposed. Impact fees that are collected for capital costs related to lift stations or collecting and treating sewage that are not used within 10 years after they are collected to pay the capital costs for which they were imposed, shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as described in sub. (8). The 10-year time limit for using impact fees that is specified under this subsection may be extended for 3 years if the municipality adopts a resolution stating that, due to extenuating circumstances or hardship in meeting the 10-year limit, it needs an additional 3 years to use the impact fees that were collected. The resolution shall include detailed written findings that specify the extenuating circumstances or hardship that led to the need to adopt a resolution under this subsection. For purposes of the time limits in this subsection, an impact fee is paid on the date a developer obtains a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality under sub. (6) (g).~~

SECTION 15. 66.0617 (9) (b) of the statutes is repealed.

SECTION 16. 66.0617 (9) (c) of the statutes is repealed.

SECTION 17. 66.0617 (9) (d) of the statutes is repealed.

SECTION 18. 66.0628 (4) (a) of the statutes is amended to read:

66.0628 (4) (a) Any person aggrieved by a fee imposed by a political subdivision because the person does not believe that the fee bears a reasonable relationship to the service for which the fee is imposed may appeal the reasonableness of the fee to the tax appeals commission by filing a petition with the commission within ~~60~~ 90 days after the fee's imposition, ~~as provided under s. 73.01 (5) with respect to income or franchise tax cases, and the fee is due and payable.~~ The commission's decision may be reviewed under s. 73.015. For appeals brought under this subsection, the filing fee required under s. 73.01 (5) (a) does not apply.

SECTION 19. 66.0821 (4) (c) of the statutes is amended to read:

66.0821 (4) (c) For the purpose of making equitable charges for all services rendered by a storm water and surface water sewerage system to users, the property served may be classified, taking into consideration the volume or peaking of storm water or surface water discharge that is caused by the area of impervious surfaces, topography, impervious surfaces and other surface characteristics, extent and reliability of mitigation or treatment measures available to service the property, apart from measures provided by the storm water and surface water sewerage system, and any other considerations that

are reasonably relevant to a use made of the storm water and surface water sewerage system. The charges may also include standby charges to property not yet developed with significant impervious surfaces for which capacity has been made available in the storm water and surface water sewerage system. No additional charges, beyond those charged to similar properties, may be charged to a property for services rendered by a storm and surface water system for a property that continually retains 90 percent of the difference between the post-development and predevelopment runoff on site.

SECTION 20. 66.10013 of the statutes is created to read:

66.10013 Housing affordability report. (1) In this section, "municipality" means a city or village with a population of 10,000 or more.

(2) Not later than January 1, 2020, a municipality shall prepare a report of the municipality's implementation of the housing element of the municipality's comprehensive plan under s. 66.1001. The municipality shall update the report annually, not later than January 31. The report shall contain all of the following:

(a) The number of subdivision plats, certified survey maps, condominium plats, and building permit applications approved in the prior year.

(b) The total number of new residential dwelling units proposed in all subdivision plats, certified survey maps, condominium plats, and building permit applications that were approved by the municipality in the prior year.

(c) A list and map of undeveloped parcels in the municipality that are zoned for residential development.

(d) A list of all undeveloped parcels in the municipality that are suitable for, but not zoned for, residential development, including vacant sites and sites that have potential for redevelopment, and a description of the zoning requirements and availability of public facilities and services for each property.

(e) An analysis of the municipality's residential development regulations, such as land use controls, site improvement requirements, fees and land dedication requirements, and permit procedures. The analysis shall calculate the financial impact that each regulation has on the cost of each new subdivision. The analysis shall identify ways in which the municipality can modify its construction and development regulations, lot sizes, approval processes, and related fees to do each of the following:

1. Meet existing and forecasted housing demand.

2. Reduce the time and cost necessary to approve and develop a new residential subdivision in the municipality by 20 percent.

(3) A municipality shall post the report under sub. (2) on the municipality's Internet site on a web page dedicated solely to the report and titled "Housing Affordability Analysis."

SECTION 21. 66.10014 of the statutes is created to read:

66.10014 New housing fee report. (1) In this section, “municipality” means a city or village with a population of 10,000 or more.

(2) Not later than January 1, 2020, a municipality shall prepare a report of the municipality’s residential development fees. The report shall contain all of the following:

(a) Whether the municipality imposes any of the following fees or other requirements for purposes related to residential construction, remodeling, or development and, if so, the amount of each fee:

1. Building permit fee.
2. Impact fee.
3. Park fee.
4. Land dedication or fee in lieu of land dedication requirement.
5. Plat approval fee.
6. Storm water management fee.
7. Water or sewer hook-up fee.

(b) The total amount of fees under par. (a) that the municipality imposed for purposes related to residential construction, remodeling, or development in the prior year and an amount calculated by dividing the total amount of fees under this paragraph by the number of new residential dwelling units approved in the municipality in the prior year.

(3) (a) A municipality shall post the report under sub. (2) on the municipality’s Internet site on a web page dedicated solely to the report and titled “New Housing Fee Report.” If a municipality does not have an Internet site, the county in which the municipality is located shall post the information under this paragraph on its Internet site on a web page dedicated solely to development fee information for the municipality.

(b) A municipality shall provide a copy of the report under sub. (2) to each member of the governing body of the municipality.

(4) If a fee or the amount of a fee under sub. (2) (a) is not properly posted as required under sub. (3) (a), the municipality may not charge the fee.

SECTION 22. 66.10015 (1) (f) of the statutes is created to read:

66.10015 (1) (f) “Zoning ordinance” means an ordinance enacted by a political subdivision under s. 59.69, 60.61, 60.62, 61.35, or 62.23.

SECTION 23. 66.10015 (2) (d) of the statutes is repealed.

SECTION 24. 66.10015 (5) of the statutes is created to read:

66.10015 (5) EXPIRATION DATES. A political subdivision may not establish an expiration date for an approval related to a planned development district of less than 5 years after the date of the last approval required for completion of the project. This section does not prohibit a

political subdivision from establishing timelines for completion of work related to an approval.

SECTION 25. 66.10015 (6) of the statutes is created to read:

66.10015 (6) ZONING LIMITATIONS, INSPECTIONS. (a) If a political subdivision or a utility district requires the installation of a water meter station for a political subdivision, neither the political subdivision nor the utility district may require a developer to install a water meter that is larger than a utility-type box, and may not require a developer to include heating, air conditioning, or a restroom in the water meter station. Any requirements for such a project that go beyond the limitations specified in this paragraph must be funded entirely by the political subdivision or utility district.

(b) 1. If a political subdivision employs a building inspector to enforce its zoning ordinance or other ordinances related to building, and a developer requests the building inspector to perform an inspection that is part of the inspector’s duties, the inspector shall complete the inspection not later than 14 business days after the building inspector receives the request for an inspection.

2. If a building inspector does not complete a requested inspection as required under subd. 1., the developer may request a state building inspector to provide the requested inspection, provided that the state inspector has a comparable level of zoning and building inspection qualification as the local building inspector.

3. If a developer provides a political subdivision with a certificate of inspection from a state building inspector from an inspection described under subd. 2., which meets the requirements of the inspection that was supposed to be provided by the local building inspector, the political subdivision must accept the certificate provided by the state building inspector as if it had been provided by the political subdivision’s building inspector.

SECTION 26. 66.1009 (1) of the statutes is amended to read:

66.1009 (1) The area which will be subject to ss. 59.69 (4g) and (5) (e) 2. and 5m., 60.61 (2) (e) and (4) (c) 1. and 3. and 62.23 (7) (d) 2. and 2m.-b, respectively, except that no part of the area may be more than 3 miles from the boundaries of the airport.

SECTION 27. 66.1015 (title) of the statutes is amended to read:

66.1015 (title) Municipal rent control, inclusionary zoning, prohibited.

SECTION 28. 66.1015 (3) of the statutes is created to read:

66.1015 (3) INCLUSIONARY ZONING PROHIBITED. (a) In this subsection:

1. “Inclusionary zoning” means a zoning ordinance, as defined in s. 66.10015 (1) (e), regulation, or policy that prescribes that a certain number or percentage of new or existing residential dwelling units in a land development be made available for rent or sale to an individual or

family with a family income at or below a certain percentage of the median income.

2. "Median income" has the meaning given in s. 234.49 (1) (g).

(b) No city, village, town, or county may enact, impose, or enforce an inclusionary zoning requirement.

SECTION 29. 66.1102 (title) of the statutes is amended to read:

66.1102 (title) Land development; notification; records requests; construction site development.

SECTION 30. 66.1102 (1) (a) of the statutes is renumbered 66.1102 (1) (bm).

SECTION 31. 66.1102 (1) (ae) of the statutes is created to read:

66.1102 (1) (ae) "Construction site" means the site of the construction, alteration, painting, or repair of a building, structure, or other work.

SECTION 32. 66.1102 (1) (b) of the statutes is renumbered 66.1102 (1) (bs).

SECTION 33. 66.1102 (5) of the statutes is created to read:

66.1102 (5) CONSTRUCTION SITE FENCES. (a) Except for an ordinance that is related to health or safety concerns, no political subdivision may enact an ordinance or adopt a resolution that limits the ability of any person who is the owner, or other person in lawful possession or control, of a construction site to install a banner over the entire height and length of a fence surrounding the construction site.

(b) If a political subdivision has enacted an ordinance or adopted a resolution before the effective date of this paragraph [LRB inserts date], that is inconsistent with par. (a), that portion of the ordinance or resolution does not apply and may not be enforced.

SECTION 49. 66.1108 of the statutes is created to read:

66.1108 Limitation on weekend work. (1) DEFINITIONS. In this section:

(a) "Construction project" means a project involving the erection, construction, repair, remodeling, or demolition, including any alteration, painting, decorating, or grading, of a private facility, including land, a building, or other infrastructure that is directly related to onsite work of a residential or commercial real estate development project.

(b) "Political subdivision" means a city, village, town, or county.

(2) CONSTRUCTION PROJECTS; WEEKEND WORK. (a) A political subdivision may not prohibit a private person from working on the job site of a construction project on a Saturday. A political subdivision may not impose conditions that apply to a private person who works on a construction project on a Saturday that are inapplicable to, or more restrictive than the conditions that apply to, such a person who works on a construction project during weekdays.

(b) If a political subdivision has enacted an ordinance or adopted a resolution before the effective date of this paragraph [LRB inserts date], that is inconsistent with par. (a), that portion of the ordinance or resolution does not apply and may not be enforced.

SECTION 50. 101.65 (1) (a) of the statutes is amended to read:

101.65 (1) (a) ~~Exercise Subject to sub. (1c), exercise jurisdiction over the construction and inspection of new dwellings by passage of ordinances, provided such ordinances meet the requirements of the one- and two-family dwelling code adopted in accordance with this subchapter.~~ Except as provided by s. 101.651, a county ordinance shall apply in any city, village, or town ~~which that~~ has not enacted such ordinance ~~those ordinances~~.

SECTION 51. 101.65 (1c) of the statutes is created to read:

101.65 (1c) May not make or enforce an ordinance under sub. (1) that is applied to a dwelling and that does not conform to this subchapter and the uniform dwelling code adopted by the department under this subchapter or is contrary to an order of the department under this subchapter. If any provision of a contract between a city, village, town, or county and an owner requires the owner to comply with an ordinance that does not conform to this subchapter or the uniform dwelling code adopted by the department under this subchapter or is contrary to an order of the department under this subchapter, the owner may waive the provision, and the provision, if waived, is void and unenforceable.

SECTION 52. 236.13 (2) (a) 1. of the statutes is renumbered 236.13 (2) (am) 1. a. and amended to read:

236.13 (2) (am) 1. a. As a further condition of approval, the governing body of the town or municipality within which the subdivision lies may require that the subdivider make and install any public improvements reasonably necessary or that the subdivider provide security to ensure that ~~he or she the subdivider~~ will make those improvements within a reasonable time. The governing body may not require the subdivider to provide security at the commencement of a project in an amount that is more than 120 percent of the estimated total cost to complete the required public improvements. ~~It is the subdivider's option whether to execute a performance bond or whether to provide a letter of credit to satisfy the governing body's requirement that the subdivider provide security to ensure that the public improvements are made within a reasonable time, as determined under subd. 1d.~~

b. The subdivider may construct the project in such phases as the governing body ~~of the town or municipality~~ approves, which approval may not be unreasonably withheld. If the subdivider's project will be constructed in phases, the amount of security required by the governing body ~~shall be under subd. 1. a.~~ is limited to the phase of the project that is currently being constructed. The gov-

erning body may not require that the subdivider provide any security for improvements sooner than is reasonably necessary before the commencement of the installation of the improvements.

c. If the governing body of the town or municipality requires a subdivider to provide security under ~~this paragraph subd. 1. a.~~, the governing body may not require the subdivider to provide the security for more than 14 months after the date the public improvements for which the security is provided are substantially completed and upon substantial completion of the public improvements, the amount of the security the subdivider is required to provide may be no more than an amount equal to the total cost to complete any uncompleted public improvements plus 10 percent of the total cost of the completed public improvements.

d. This paragraph applies to all preliminary and final plats, regardless of whether submitted for approval before, on, or after August 1, 2014.

SECTION 53. 236.13 (2) (a) 2. of the statutes is renumbered 236.13 (2) (am) 2. and amended to read:

236.13 (2) (am) 2. For purposes of subd. 1., public improvements reasonably necessary for a project or a phase of a project are considered to be substantially completed ~~at the time upon the installation of the asphalt or concrete binder coat is installed~~ course on roads to be dedicated or, if the required public improvements do not include a road to be dedicated, at the time that 90 percent of the public improvements by cost are completed.

SECTION 54. 236.13 (2) (ad) of the statutes is created to read:

236.13 (2) (ad) In this subsection:

1. "Binder course" means the non-surface-level course that is attached to the packed-level gravel course.

2. "Land disturbing activity" means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or nonvegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of this state. "Land disturbing activity" includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling, and grading activities.

3. "Total cost to complete a public improvement" includes the cost to make and install storm water facilities. "Total cost to complete a public improvement" does not include any of the following:

a. Any fees charged by the governing body of the town or municipality.

b. Land disturbing activities that are necessary to achieve the desired subgrade for public improvements.

SECTION 55. 236.13 (2) (am) 1d. of the statutes is created to read:

236.13 (2) (am) 1d. The estimated total cost to complete the required public improvements under subd. 1. shall be determined as follows:

a. A governing body of the town or municipality may provide an initial estimate to the subdivider of the estimated total cost to complete the required public improvements. If the subdivider accepts the initial estimate, then the initial estimate is the estimated total cost to complete the required public improvements.

b. If the governing body of the town or municipality does not provide an initial estimate to the subdivider or the subdivider rejects the initial estimate, the subdivider shall provide the governing body with a bona fide bid from the subdivider's contractor to complete the required public improvements in the event of a default. If the governing body accepts the subdivider's bona fide bid, the bona fide bid is the estimated total cost to complete the required public improvements.

c. If the governing body of the town or municipality rejects the subdivider's bona fide bid, the governing body shall provide the subdivider with an estimate for the cost to complete the public improvements in the event of a default. If the governing body's estimate does not exceed the subdivider's bona fide bid by more than 10 percent, the governing body's estimate is the estimated total cost to complete the required public improvements. If the governing body's estimate exceeds the subdivider's bona fide bid by 10 percent or more, the estimated total cost to complete the required public improvements is the amount agreed upon by the subdivider's engineer and the governing body's engineer.

SECTION 56. 236.13 (2) (am) 1m. of the statutes is created to read:

236.13 (2) (am) 1m. a. If the governing body of the town or municipality requires a subdivider to provide security under subd. 1. a., the governing body shall accept a performance bond or a letter of credit, or any combination thereof, at the subdivider's option, to satisfy the requirement.

b. The subdivider and the governing body of the town or municipality may agree that all or part of the requirement to provide security under subd. 1. a. may be satisfied by a performance bond provided by the subdivider's contractor that names the town or municipality as an additional obligee provided that the form of the contractor's performance bond is acceptable to the governing body of the town or municipality.

c. Unless the governing body of a town or municipality demonstrates that a bond form does not sufficiently ensure performance in the event of default, the governing body of the town or municipality shall accept a performance bond under this subdivision if the person submitting the performance bond demonstrates that the performance bond is consistent with a standard surety bond form used by a company that, on the date the bond is obtained, is listed as an acceptable surety on federal bonds in the most recent circular 570 published by the federal department of the treasury, as required under [31](#)

CFR 223.16, and the performance bond is issued by a surety company licensed to do business in this state.

SECTION 57. 236.13 (2) (am) 3. of the statutes is created to read:

236.13 (2) (am) 3. a. With regard to public improvements to which subd. 1. applies, no town or municipality may enact an ordinance relating to the substantial completion of such a public improvement that is inconsistent with subd. 2.

b. Upon such substantial completion, any outstanding local building permits that are related to, and dependent upon, substantial completion shall be released.

c. The governing body of a town or municipality shall, upon a subdivider's request, issue a permit to commence construction of a foundation or any other noncombustible structure before substantial completion of a public improvement if all public improvements related to public safety are complete and the security requirement under subd. 1. a. has been met. The subdivider may not commence work on a building until the governing body of the town or municipality approves or issues a permit for the construction of the building.

SECTION 58. 236.34 (1) (ar) 1. of the statutes is amended to read:

236.34 (1) (ar) 1. Notwithstanding s. 236.45 (2) (ac) and (am), a municipality, town, or county that has established a planning agency may enact an ordinance or adopt a resolution that specifies a maximum number of parcels that is greater than 4 into which land that is situated in the municipality, town, or county and zoned for commercial, multifamily dwelling, as defined in s. 101.971 (2), industrial, or mixed-use development may be divided by certified survey map.

SECTION 59. 236.45 (6) (am) of the statutes is amended to read:

236.45 (6) (am) Notwithstanding subs. (1) and (2) (ac), a municipality, town, or county may not, as a condition of approval under this chapter, impose any fees or other charges to fund the acquisition or improvement of land, infrastructure, or other real or personal property, except that a municipality or town may impose a fee or other charge to fund the acquisition or initial improvement of land for public parks if the fee or other charge is imposed under a subdivision ordinance enacted or amended in accordance with the procedures under s. 66.0617 (3) to (5) and meets the requirements under s. 66.0617 (6) to (10).

SECTION 60. 236.45 (6) (c) of the statutes is created to read:

236.45 (6) (c) If a subdivision ordinance of a municipality, town, or county requires, as a condition of approval under this chapter, that a subdivider dedicate land for a public park, the municipality, town, or county may offer the subdivider the option of either dedicating land consistent with the municipality's, town's, or county's park plan and comprehensive plan or paying a fee or

other charge under par. (am) in lieu of the dedication. If the subdivider elects to pay a fee or other charge under this paragraph, the fee or other charge is payable by the landowner to the municipality, town, or county upon the issuance of a building permit by the municipality, town, or county. If the subdivider elects to dedicate land under this paragraph, unless the municipality, town, or county agrees otherwise, the subdivider only may dedicate land that is consistent with the municipality's, town's, or county's park plan and comprehensive plan.

SECTION 61. 281.33 (6) (a) 1. of the statutes is amended to read:

281.33 (6) (a) 1. Control storm water quantity or ~~control flooding peak flow to address existing flooding problems or prevent future flooding problems, except that an ordinance under this subdivision may not require more than 90 percent of the difference between the pre-development annual runoff volume at a site and the post-development annual runoff volume at that site to be retained on site.~~

SECTION 62. Nonstatutory provisions.

(1) Notwithstanding the period for filing a claim under section 32.20 of the statutes, a claimant who previously submitted a claim under section 32.20 of the statutes no earlier than the date that precedes the effective date of this subsection by 2 years, including a claimant whose claim has been paid or whose claim is still pending or may be appealed, as of the effective date of this subsection may, no later than 45 days after the effective date of this subsection, submit a revised claim under section 32.20 of the statutes to the condemnor that includes expenses permitted under section 32.19 (4m) (a) or (b) of the statutes, as affected by this act, whichever is applicable.

SECTION 63. Initial applicability.

(1) LOCAL PROJECT APPROVALS. The treatment of section 66.10015 (2) (d) and (5) of the statutes first applies to an approval made on the effective date of this subsection.

(2) SUBDIVISION APPROVAL CONDITIONS RELATED TO PUBLIC PARK IMPROVEMENTS. The treatment of section 236.45 (6) (am) and (c) of the statutes first applies to a subdivision or other division of land submitted for approval to a municipality, town, or county on the effective date of this subsection.

(3) JUST COMPENSATION. The treatment of section 32.09 (1m) (a) and (b) of the statutes first applies to an action for the determination of fair market value in a condemnation proceeding for which title to the subject property has not vested in the condemnor on the effective date of this subsection.

(4) RELOCATION BENEFITS. The treatment of sections 32.19 (2) (hm) and (4m) (a) (intro.) and 4. and (b) 1. and 32.20 (by SECTION 7) of the statutes first applies to a claim for expenses filed under section 32.20 of the statutes for the determination of additional items payable, including

a claim paid before the effective date of this subsection, on the date that precedes the effective date of this subsection by 2 years.

(4m) **LITIGATION EXPENSES.** The treatment of section 32.20 (by SECTION 7m) of the statutes first applies to a claim for expenses filed under section 32.20 of the statutes for the determination of additional items payable on the effective date of this subsection.

(5) **IMPACT FEE REFUNDS.** The treatment of section 66.0617 (9) (a), (b), (c), and (d) of the statutes first applies to an impact fee imposed on the effective date of this subsection.

(6) **UNIFORM DWELLING CODE; LIMITATION ON LOCAL**

AUTHORITY. The treatment of section 101.65 (1c) of the statutes first applies to a contract that is entered into on the effective date of this subsection.

(7) **LEVY LIMIT EXCEPTION.** The treatment of section 66.0602 (3) (m) of the statutes first applies to a levy that is imposed in December 2019.

SECTION 64. Effective dates. This act takes effect on the day after publication, except as follows:

(1) The treatment of sections 32.20 (by SECTION 7m), 62.23 (7) (d) 2m. a. and b., and 66.10013 of the statutes and SECTION 63 (4m) of this act take effect on January 1, 2019.

GENERAL ORDINANCE NO. XX-18

**AN ORDINANCE
AMENDING GREEN BAY MUNICIPAL CODE SECTION 13-1911 TO AMEND THE
EXPIRATION OF APPROVAL OF PLANNED UNIT DEVELOPMENTS
(TA 18-03)**

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

SECTION 1. Section 13-205(d)(1), Green Bay Municipal Code, is amended as follows:

13-1911. Expiration of approval. The Planned Unit Development shall remain valid for a period of ~~one (1) year~~ **five (5) years** from the date of approval, unless a longer time-period has been agreed to by the Council. If construction has not commenced during this period, the Planned Unit Development shall be considered void and the overlay designation removed, unless a petition for a time extension has been granted by the Council. Any extension requests shall be submitted in writing to the Common Council at least thirty (30) days prior to expiration of the approval and shall describe reasons for the delay in construction of the project.

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 thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this _____ day of _____, 2018.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

DB:
06/05/18



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # Q.1.

To approve the request by the Redevelopment Authority to borrow \$1,500,000.00 from the State Trust fund for the Neighborhood Enhancement fund.

BACKGROUND

The Neighborhood Enhancement Fund (NEF) has been a successful City program since its inception in 1999. To date, \$9,865,000 in funding has been allocated for the fund including \$1,500,000 in 2015 and \$500,000 in 2017. For 2018-2019, Staff is requesting to borrow from the State Trust fund in three (3), \$500,000 increments. This will allow for the least amount of interest to incur on the loans. Staff will draw the funds as necessary, generating a program progress report to the RDA for subsequent draw requests. On average, staff is able to spend \$500,000 in about a six (6) month turnaround. This request for borrowing should be able to sustain the Neighborhood Enhancement Fund until 2020. See attached for program proposal and previous allocations.

RECOMMENDATION

To borrow one million, five hundred thousand dollars (\$1,500,000.00) from the State Trust fund for the Neighborhood Enhancement Fund.

FISCAL IMPACT

The Neighborhood Enhancement fund currently has \$295,064.04 in the account. With \$175,337.00 of the fund allocated to upcoming projects, only \$119,727.04 is available.

ATTACHMENTS

- I. Neighborhood Enhancement Request

Neighborhood Enhancement Fund 2018-2019

Total Allocation request: \$1,500,000

Borrowing Method and Timing

Funds are to be borrowed from the State Trust fund in three (3), \$500,000 increments. In order to incur the least amount of interest on the loans, Staff will draw the funds when necessary. A program progress report will be generated for the Redevelopment Authority upon subsequent draw requests. On average, Staff is able to spend \$500,000 in about a 6 month turnaround. This request for borrowing should be able to sustain the Neighborhood Enhancement Fund until 2020.

Program Allocations

Acquisition/Demolition **\$750,000**

Targets key properties in neighborhood for acquisition. (*Priority rating system will be used*)

- Purchase and Demolition: Buy property, tear down, and offer lot in incentive program.
- Purchase and Sale: Buy property and release request for proposal for rehab to occupy or sell.

Development Incentive Program **\$300,000**

Incentive for the construction of new, single-family homes.

- New Homes in Your Neighborhood grant – Available to persons interested in constructing an owner-occupied home on an RDA owned lot.

Architectural plans and building guide.

- Tailored to the unique sizes of most RDA owned neighborhood lots.

Conversion Grants **\$100,000**

Program that works to reduce density and restore homes to original design intent.

- Grants provided to convert multifamily homes to single family homes.
- Single family homes can be leased or owner-occupied. Additional loan funding available for owner-occupied homes.

City Beautification **\$150,000**

Program that implements aesthetic, placemaking improvements at highly visible public locations, therefore elevating the appearance of the entire neighborhood.

- Low maintenance median planting on primary corridors throughout the city.
- Gateway signage.
- Landscaping at key locations.
- Public art.

Maintenance/ Utilities**\$150,000**

- Lawn mowing and snow removal of RDA owned properties
- Lot clean ups from illegal dumping and storm damage on RDA properties.
- Non-Summary Nuisance Abatements: (referral from inspection) If owner does not have resources to repair, the RDA will repair property and place bill as special assessment.
- \$7,500 for part-time Compliance Inspector for recent rat issue.

Administrative and Marketing**\$50,000**

- \$45,000 for administrative to be used for Real Estate Specialist position. (50% of salary is paid with the General Fund)
- \$5,000 for marketing RDA owned lots and neighborhood Enhancement Programs.

Neighborhood Enhancement Fund Allocations

<u>Year</u>	<u>Allocation</u>
1999	\$700,000
2000	\$565,000
2001	\$900,000
2002	\$600,000
2003	\$700,000
2004-2005	\$1,400,000
2006	\$700,000
2007	\$750,000
2008	\$600,000
2009	\$600,000
2010	\$150,000
2011	\$ 0
2012	\$ 0
2013	\$ 0
2014	\$200,000 (\$75,000 designated for Conversion Grant Program)
2015	\$1,500,000 (Divided into 4 categories)
2016-2017	\$500,000

Total allocation to date: \$9,865,000

**SCHEDULE OF BONDS AND NOTES ISSUED, RETIRED AND OUTSTANDING
AS OF DECEMBER 31, 2017**

Bonds	Year of Issue	Authorized and Issued	Retired as of 12/31/2017 Amount	Outstanding 12/31/2017
Corporate	2008	5,240,000	5,175,000	65,000
Corporate	2009	8,680,000	1,500,000	7,180,000
Refunding	2010	2,685,000	2,685,000	-
Corporate	2010	15,320,000	5,120,000	10,200,000
Corporate	2011	4,750,000	820,000	3,930,000
Refunding	2012	8,090,000	2,715,000	5,375,000
Refunding	2012	8,295,000	3,370,000	4,925,000
Refunding	2012	35,095,000	11,420,000	23,675,000
Corporate	2012	4,395,000	145,000	4,250,000
Refunding	2013	10,985,000	3,640,000	7,345,000
Corporate	2013	11,145,000	3,760,000	7,385,000
Corporate	2014	4,925,000	550,000	4,375,000
Corporate	2014	6,320,000	1,025,000	5,295,000
Refunding	2014	3,680,000	85,000	3,595,000
Refunding	2014	2,605,000	1,130,000	1,475,000
Refunding	2015	6,750,000	525,000	6,225,000
Corporate	2015	9,525,000	180,000	9,345,000
Corporate	2015	7,410,000	484,999	6,925,001
Corporate	2016	14,945,000	230,001	14,714,999
Corporate	2016	5,275,000	200,000	5,075,000
Corporate	2017	14,745,000	-	14,745,000
Total Bonds		190,860,000	44,760,000	146,100,000
Notes				
Corporate-Taxable	2012	1,950,000	1,665,000	285,000
Corporate-Exempt	2013	1,350,000	505,000	845,000
Corporate-Taxable	2013	925,000	345,000	580,000
Corporate Taxable	2014	1,180,000	370,000	810,000
Corporate-Exempt	2015	995,000	825,000	170,000
Corporate Taxable	2015	3,086,668	3,086,668	-
Corporate Taxable	2016	1,000,000	1,000,000	-
Corporate Taxable	2017	2,415,000	-	2,415,000
Total Notes		12,901,668	7,796,668	5,105,000
December 2017 issue-NEH	2017	500,000	-	500,000
Total Notes		500,000	-	500,000
General Obligation (GO) Debt				
		204,261,668	52,556,668	151,705,000
Corporate-HUD S108 Taxable	2015	4,700,000	-	4,700,000
Subtotal General Obligation Debt plus HUD 108		208,961,668	52,556,668	156,405,000
Revenue Bonds				
KI Convention Center-refinanced	2006	12,120,000	2,425,000	9,695,000
Parking Division Garage-refinanced	11/09	4,050,000	2,700,000	1,350,000
KI Convention Center-expansion	12/2013	24,815,000	5,000	24,810,000
Total Revenue Bonds		40,985,000	5,130,000	35,855,000
Grand Totals - All Debt		249,946,668	57,686,668	192,260,000



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

Vanessa Chavez, Law Department
Director

AGENDA ITEM # Q.2.

To approve the request by the Law Department for allocation of additional funds in the amount of \$18,575.00 from the contingency fund.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Finance Committee - Request for Additional Appropriations **CONFIDENTIAL**



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

Jean Semenuk, Paralegal

AGENDA ITEM # Q.3.

To receive and place on file the report of the Claims Committee.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Claims Committee Rpt May 2018 CONFIDENTIAL



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 5/15/18
Request of Alderperson Kathy Lefebvre
Refer to: Park Board

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

Best Practices

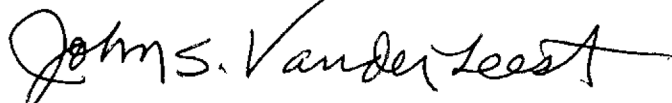
- mulch trees, shrubs, etc.
- mowing

5/1/18

Request to Park Committee

To increase public communication on caring for diseased trees in Green Bay so residents are more informed on how to identify diseased trees and steps to get the City Forestry involved. There are areas in west Green Bay that have many diseased or dying trees. The City Forestry should identify areas to increase new tree planting in City parks and boulevards and to work with GB residents on how to purchase trees if they've lost a tree on their property.

Respectfully submitted,

A handwritten signature in black ink that reads "John S. Vander Leest". The signature is written in a cursive style with a large, sweeping "J" and a long horizontal stroke at the end.

John S. Vander Leest

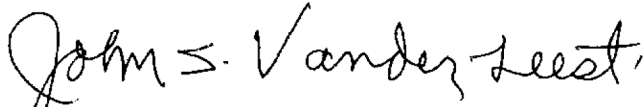
District 11 Alderman

5/1/18

Request to Park Committee

Request for an update on the fundraising for the 9/11 memorial monument next to the Neville Public Museum. I would like to see the fundraising completed prior to the 9/11 ceremony this year. Many residents and businesses feel strongly on keeping this memorial in Green Bay.

Respectfully submitted,

A handwritten signature in cursive script that reads "John S. Vander Leest". The signature is written in dark ink and is positioned above the printed name.

John S. Vander Leest

District 11 Alderman



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 5-15-18'

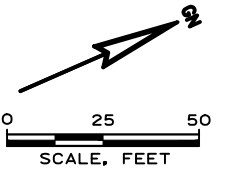
Request of Alderperson Wery

Refer to: Parks

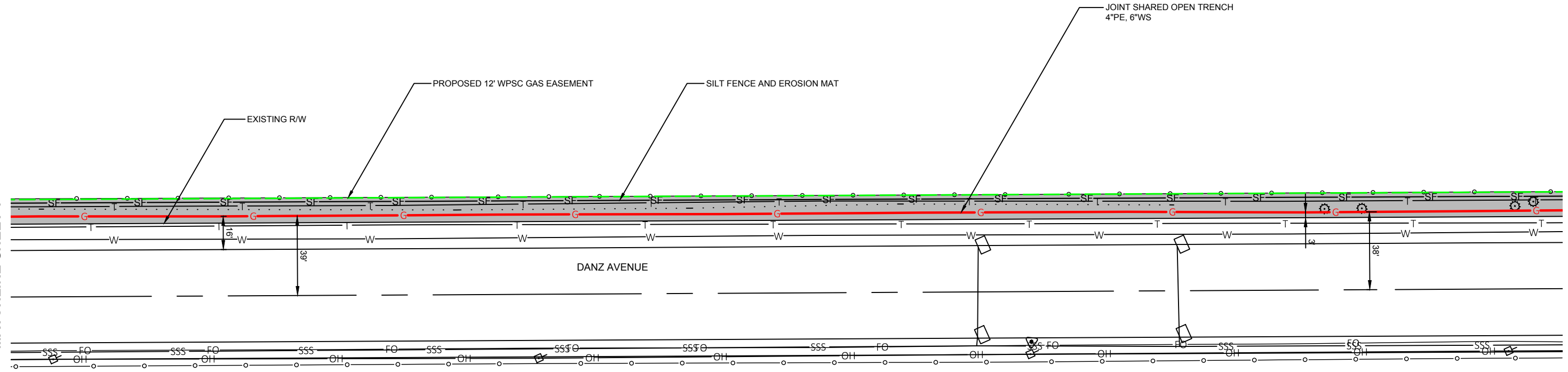
Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

Staff compile, or contract out, a list of all City of Green Bay Council Presidents and later served as such.

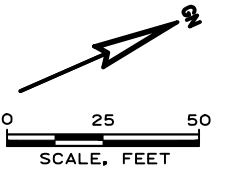
A plaque bearing this information shall be displayed in the ^{2nd floor,} main hallway of City Hall,



5
MATCHLINE SHEET 1

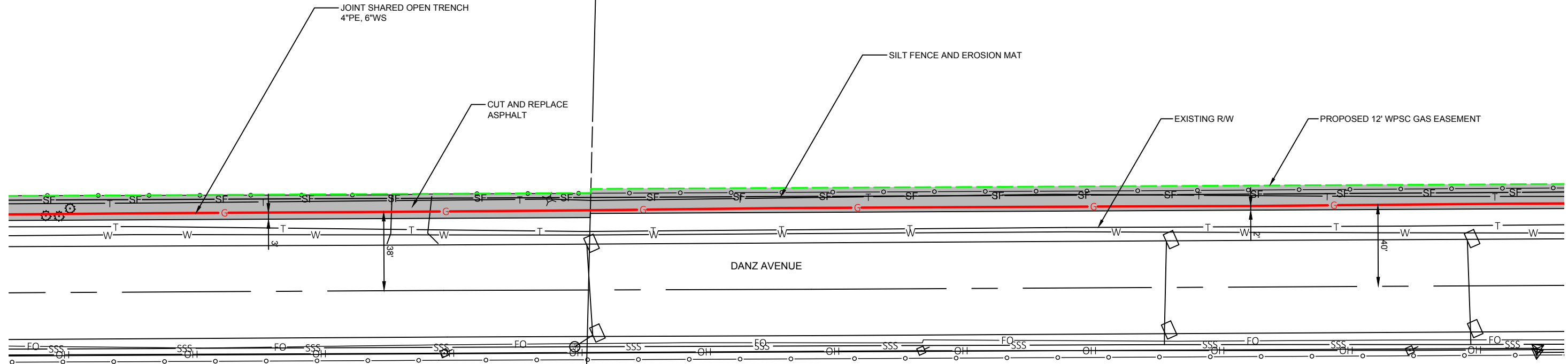


MATCHLINE SHEET 3
5



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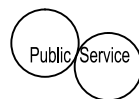
MATCHLINE SHEET 2



MATCHLINE SHEET 4

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Wisconsin Public
Service Corporation



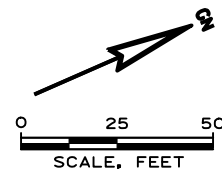
AYRES
ASSOCIATES

WR 2540641

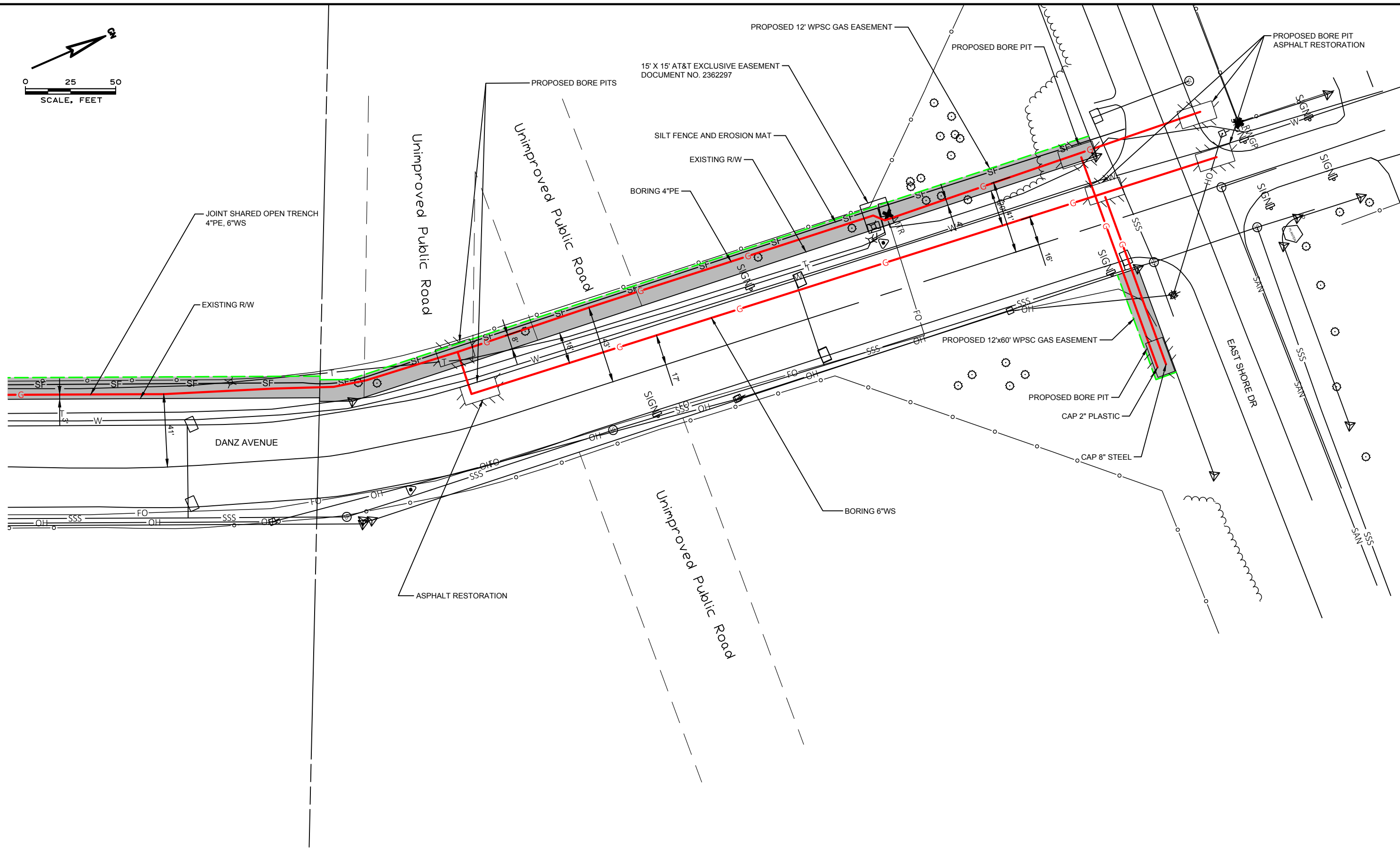
CITY OF GREEN BAY

DANZ AVENUE - PROPOSED GAS MAIN

SHEET 3



5
MATCHLINE SHEET 3



5

Wisconsin Public
Service Corporation



AYRES
ASSOCIATES

WR 2540641

CITY OF GREEN BAY

DANZ AVENUE - PROPOSED GAS MAIN

SHEET 4

Wildlife Sanctuary

Proposed WPS 12' Wide Utility Gas Easement Location



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. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.



Scale 1:14004

COUNTY: BROWN



DANZ AVENUE ROW SURVEY
WR 2540641
BROWN COUNTY

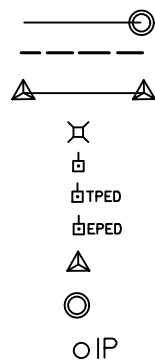
PROPOSED GAS MAIN



— PROJECT LOCATION

SYMBOLS

PROPERTY LINE
UTILITY EASEMENT
EXISTING RIGHT OF WAY
UTILITY PEDESTAL
POWER POLE
TELEPHONE PEDESTAL
ELECTRIC PEDESTAL
RIGHT OF WAY POINT
PROPERTY CORNER
IRON PIPE



Wisconsin Public
Service Corporation

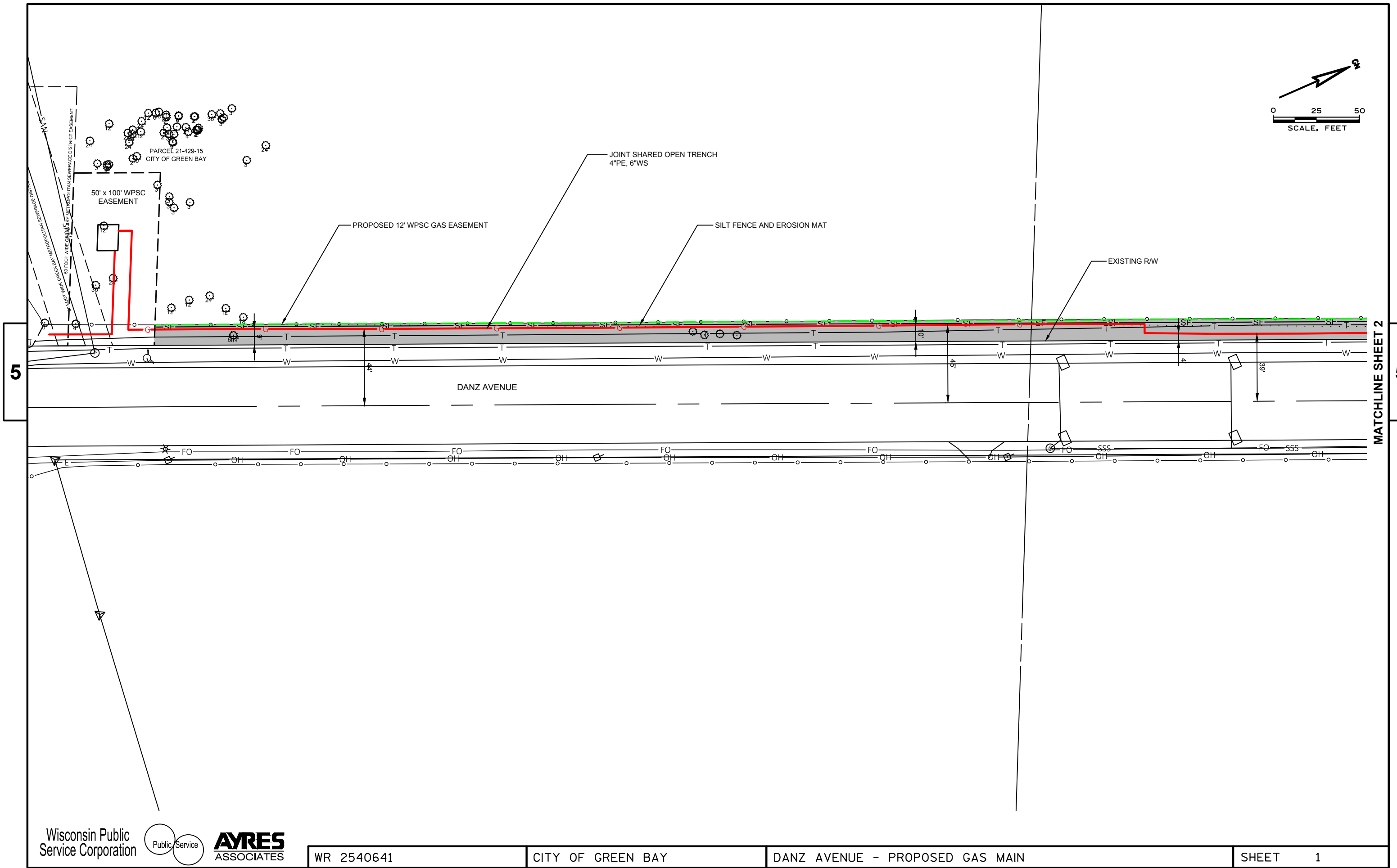
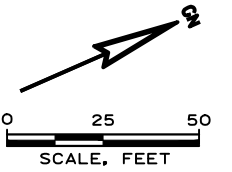


AYRES
ASSOCIATES

HORIZONTAL POSITIONS SHOWN ON THIS PLAN ARE WISCONSIN COUNTY COORDINATES, BROWN COUNTY, NAD83 (2011), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

VERTICAL DATUM NAVD 88 (2012)

PREPARED BY _____
SURVEYOR _____ RYAN BELTRAND
DRAFTER _____ JON SHALLOW



Wisconsin Public
Service Corporation



AYRES
ASSOCIATES

WR 2540641

CITY OF GREEN BAY

DANZ AVENUE - PROPOSED GAS MAIN

SHEET 1

MODIFICATIONS TO BRIDGE
WILL CONNECT EAST RIVER
TRAIL TO THE FOX RIVER TRAIL
(FUTURE CONSTRUCTION)

SIDEWALK MODIFICATIONS
ALONG UNIVERSITY AVE WILL
ACCOMMODATE MULTI-USE TRAIL
(FUTURE CONSTRUCTION)

LEGEND

- CURRENT CITY OWNED PROPERTY
- FUTURE PROPERTY PURCHASE

PROPOSED URBAN PLAZA/TRAIL
LOCATION (GRANT APPLICATION
SCOPE OF WORK)

PROPOSED PEDESTRIAN CROSSING
(GRANT APPLICATION SCOPE OF
WORK)

PROPOSED GRANT PROJECT
BOUNDARY

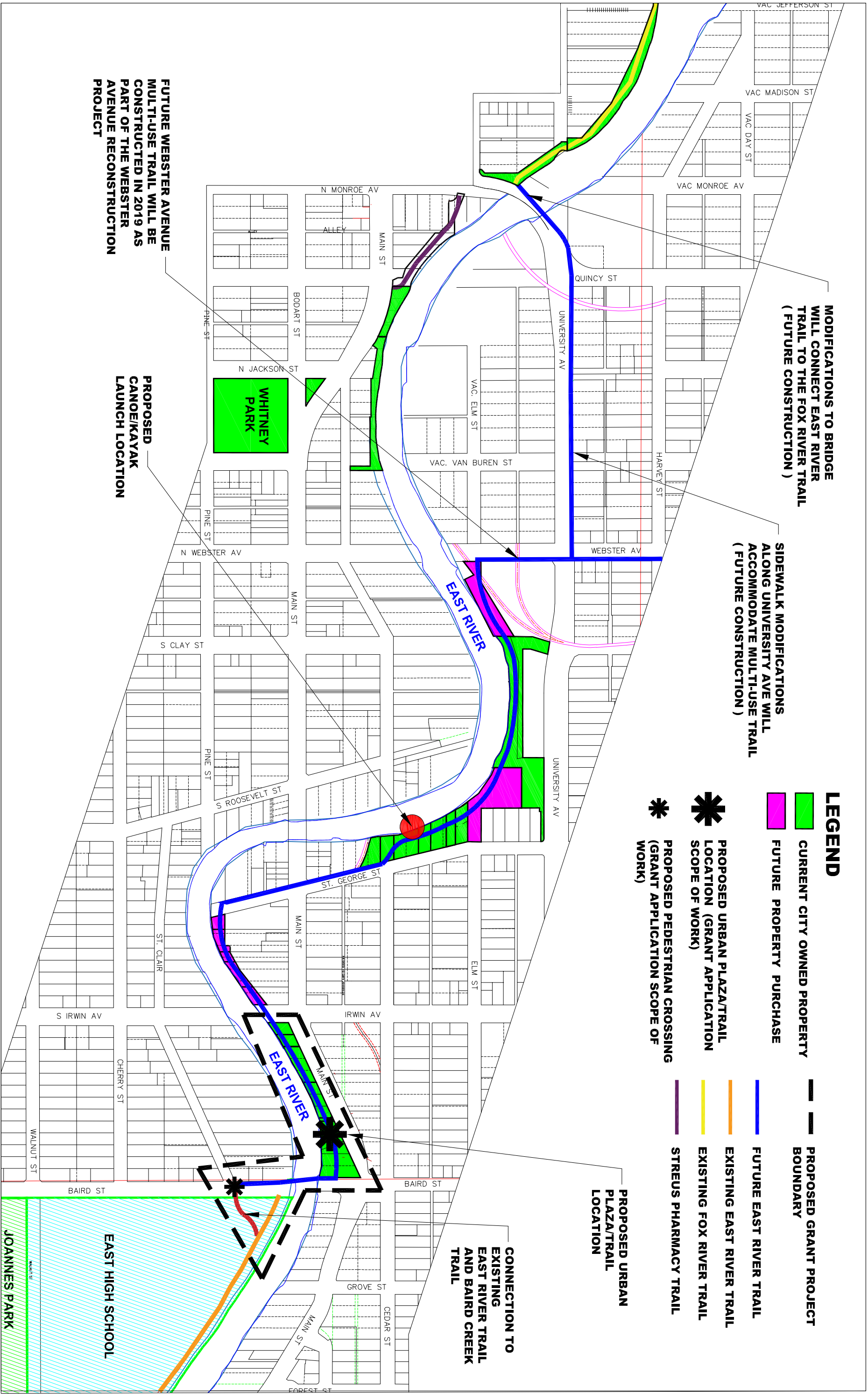
- FUTURE EAST RIVER TRAIL
- EXISTING EAST RIVER TRAIL
- EXISTING FOX RIVER TRAIL
- STREUS PHARMACY TRAIL

PROPOSED URBAN
PLAZA/TRAIL
LOCATION

CONNECTION TO
EXISTING
EAST RIVER TRAIL
AND BAIRD CREEK
TRAIL

FUTURE WEBSTER AVENUE
MULTI-USE TRAIL WILL BE
CONSTRUCTED IN 2019 AS
PART OF THE WEBSTER
AVENUE RECONSTRUCTION
PROJECT

PROPOSED
CANOE/KAYAK
LAUNCH LOCATION



GREEN BAY PARKS, RECREATION,
AND FORESTRY DEPARTMENT

CZ GRANT – PROJECT BOUNDARY MAP
EAST RIVER TRAIL – MAIN STREET TO WEBSTER AVENUE



SCALE: 1"=400'-0"
0 100' 200' 400'

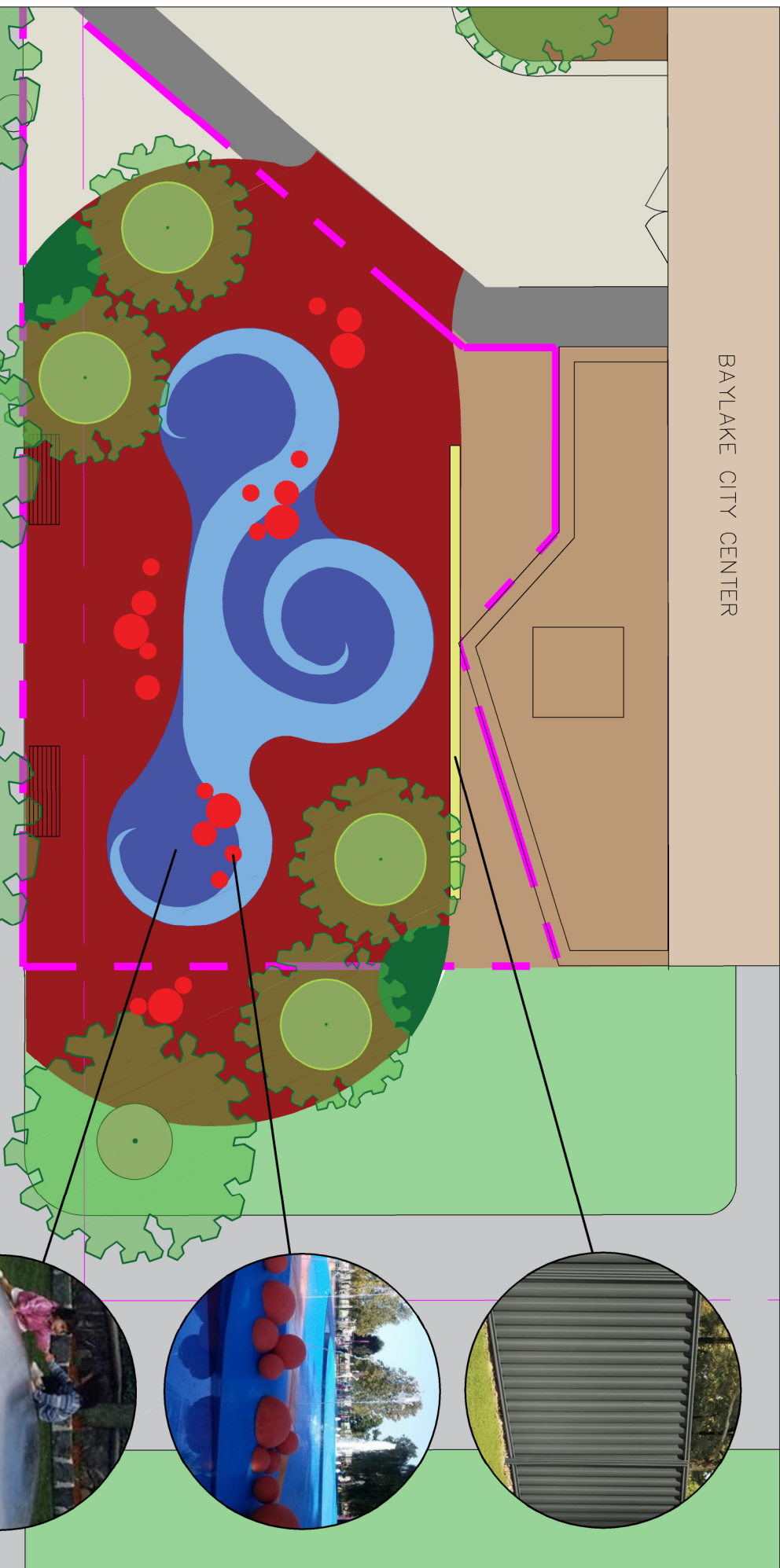
DATE DRAWN:
MAY 2018
LAST REVISION:

PAGE 1 OF 1
EROGRANT118

1. Type of Project (check one):	☐ Coastal Wetland Protection and Habitat Restoration ☐ Nonpoint Source Pollution Control ☐ Coastal Resources and Community Planning ☐ Great Lakes Education ☒ Public Access and Historic Preservation
2. Project Title (max. 15 words): East River Trail – Main Street Plaza	
3. Organization applying: City of Green Bay	5. Organization DUNS Number: 074797028
4. Contact Person and Address: Dan Ditscheit _____ 100 North Jefferson Street, Room 510 _____ Green Bay, WI 54301 _____ Phone: (920) 448-3381 Email: dandi@greenbaywi.gov	6. Primary County where project is located: Brown 7. Other Counties where project is located: None 8. Congressional District #: 8 9. State Senate District #: 30 10. State Assembly District #: 88
11. Total Project Cost: \$50,000	
12. WCMP Share: \$50,000	14. WCMP Percent: 100 %
13. Applicant Share: \$0	15. Applicant Percent: 0%
16. Brief Summary of the Project (300 word maximum, use this page only). Include (1) Project Description and (2) Project Outcomes: The City of Green Bay proposes to hire an engineering consultant to complete the conceptual design and engineering documents for the East River trail for a 1 block section along Main Street that will run from Baird Street to Irwin Avenue. This one block section is on the far east end of a 1 mile proposed section of trail and is the most visible section of trail. Prior to the City acquiring the parcels along this section, the entire block was lined with old commercial structures built right up to the water's edge. These buildings were in rough shape and were an eyesore in the Main Street District. Since 2012, the City acquired all of these parcels, removed the buildings and it has since become a grass greenspace. The desire is to develop this one block section as a unique urban plaza with a trail incorporated through the design. The selected engineering consultant would finalize a conceptual design, apply for all relevant permits and complete the construction documents so that this project can be bid out for construction as soon as additional funding is secured. This plaza design could include ornamental/decorative lighting, various paving materials, landscaping, interaction with the water, scenic overlooks and sculptural architectural features. The engineering might also include the completion of the construction documents for the road crossing at Baird Street. The desire is to make this 1 block section a visual showcase for the City and the Olde Main Street District, instead of just a 10' wide asphalt trail.	

BAYLAKE CITY CENTER

N ADAMS ST



GREEN BAY PARKS, RECREATION,
AND FORESTRY DEPARTMENT

DOWNTOWN POCKET PARK
CONCEPT PLAN



0 2.5' 5' 10'
1" = 10'

DATE DRAWN:
MAY 2013
LAST REVISION:
MAY 2018

PAGE 1 OF 1
PKTPK



CITY OF GREEN BAY - PURCHASING DIVISION

TO: Parks Committee
 FR: Rick Jensen, Purchasing Manager
 DT: June 13, 2018
 RE: Purchasing Report
 Cc: Dan Ditscheit, James Anderson, Diana Ellenbecker

Report of the Purchasing Manager:

1. Request approval to purchase an Electric Scissor Lift from Sunbelt Rentals for \$13,132.05.

The following items were openly and competitively offered:

Parks Committee - Report of the Purchasing Manager					Internal use only. These columns are not printed on Cmtee Agenda		
DESCRIPTION and TERM IF A CONTRACT	FUNDING SOURCE	AWARDED VENDOR	RESPONSES	\$ AMOUNT	RFQ #	Park Comm. Mtg Date	COMMENTS OR NOTES
Electric Scissors Lift	426630-55140 Parks Equipment Replacement	Sunbelt Rentals	16	\$13,132	RFQ #3042 DUE 5/2/2018	6/13/2018	Council 6/19/2018

CITY OF GREEN BAY QUOTE SUMMARY RFQ #3042 - Electric Scissor Lift

Dept: Parks	Req #122	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8
Planholders: 9	CC #560	Sunbelt Rentals	United Rentals (North America)	Yes Equipment & Services	Fairchild Equipment	United Rentals (North America)	All Around Access LLC	Sunbelt Rentals	Fairchild Equipment
Issued: 4/19/18	Due: 5/2/18	De Pere	Green Bay	Menomonee Falls	Green Bay	Green Bay	Naples, FL	De Pere	Green Bay
DESCRIPTION		PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Yr/Brand/Model Quoted:		2018 Skyjack SJ111 3226	2018 Skyjack SJ3226	2017 JCB 30-hr Demo Unit 2017 JCB	2018 JCB Model S2632E	2018 Genie 2632	2018 Skyjack SJ3226	2018 Genie GS2632	2018 SJIII 3226
TOTAL:		\$ 13,132.05	\$ 13,185.00	\$ 14,133.96	\$ 14,944.00	\$ 15,595.00	\$ 15,690.00	\$ 15,786.88	\$ 15,973.00
Warranty:		2-Years	2-Years	1-Year	1-Year	1-Year	2-Yr P&L 5-Yr Structural	1-Year	1-Year
Lead Time		8 Weeks	8 Weeks	2 Weeks	In Stock	12 Weeks	In Stock 2-3 Weeks	12 Weeks	90-120 Days
Net 30/Early Payment Discount:		Net 30	Net 30	Net 30	Net 10	Net 30	Net 30	Net 30	Net 10
Accepts credit card payments:		Yes	Yes	No	No	Yes	No	Yes	No

Dept: Parks	Req #122	VENDOR #9	VENDOR #10	VENDOR #11	VENDOR #12	VENDOR #13	VENDOR #14	VENDOR #15	VENDOR #16
Planholders: 9	CC #560	Fabick Rents	Crown Lift Trucks	All Around Access LLC	Conger Toyota Lift	Yes Equipment & Services	Fairchild Equipment	Aerial Work Platforms Inc	Fairchild Equipment
Issued: 4/19/18	Due: 5/2/18	Appleton	Kaukauna	Naples, FL	Green Bay	Menomonee Falls	Green Bay	Neenah	Green Bay
DESCRIPTION		PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Yr/Brand/Model Quoted:		2018 Genie 2632	2018 Genie 2632	2018 Genie GS-2632	2018 Genie 2632	2018 JLG 2632ES	2018 Genie GS-2632	2018 Genie GS-2632	2018 JLG 2632ES
TOTAL:		\$ 16,093.00	\$ 16,800.00	\$ 17,333.00	\$ 17,999.99	\$ 18,781.65	\$ 19,215.00	\$ 19,995.00	\$ 20,380.00
Warranty:		1-Year	1-Year	1-Yr P&L 5-Yr Structural	1-Yr P&L 3-Yr Electrical 5-Yr Structural	1-Year	1-Year	1-Year	1-Year
Lead Time		13 Weeks	13 Weeks	13 Weeks	13 Weeks	Aug 2018	90-120 Days	13 Weeks	90-120 Days
Net 30/Early Payment Discount:		Net 30	Net 30	Net 30	Net 30	Net 30	Net 10	Net 30	Net 10
Accepts credit card payments:		No	No	No	-	No	No	No	-

Recommendation: Award to the lowest responsive, responsible vendor Sunbelt Rentals for \$13,132.05.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # S.I.

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

- a. Communications Technician - Public Works
- b. Sewer Maintenance Worker (1 position) - Public Works (May 22 PC Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 5.22.18
2. Communications Tech - R. Frailing 5.7.18
3. Sewer Maint Worker - G. Potts 5.8.18

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Peggy Barden
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: May 18, 2018

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2018 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Communications Technician – Replacement position due to the retirement of Randy Frailing effective February 15, 2019. Salary range: \$25.35 - \$29.82/hour.
- Sewer Maintenance Worker – Replacement position due to the resignation of Greg Potts effective May 18, 2018. Salary range: \$21.24 - \$24.99/hour.
- Sewer Maintenance Worker – Replacement position due to the resignation of Jeremy Gilson effective June 1, 2018. Salary range: \$21.24 - \$24.99/hour.

**Position Fill Request
Justification Report
May 4, 2018**

Position Title: Communications Technician – DPW Traffic Division

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X Replacement Position Not a Replacement Position

This position is vacant as a result of DPW Communications Technician Randall H. Frailing's retirement announcement. Randy plans to retire from City of Green Bay service effective at the end of the work day on Friday, February 15, 2019. HOWEVER, Randy is a one-person operation. So DPW is seeking recruitment for the upcoming vacancy now for the intention of over-hiring and training purposes.

- 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 operating budget. The current salary for the Communications and Electronics Technician is \$25.35/hour to \$29.82/hour (\$52,728 to \$62,026 annually)

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

The DPW-Communications Technician performs duties including, but not limited to, installing and maintaining 1) 2-way mobile and portable radio equipment, 2) select telephony equipment, and 3) P.A. systems, 4) alarm devices, and 5) other miscellaneous electronic devices. These services are performed for ALL City departments, and some County entities. The Communications Technician also maintains all City FCC licensing requirements and activities.

- 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 for this service has proven over the past 28 years to greatly reduce the cost of these services, compared to contracting for them.

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

There is only ONE (1) DPW-Communications Technician. There is not staff to absorb these duties when the position is vacant. This is the reason DPW intends to over-hire for this position six (6) or more months ahead of Randy's retirement. DPW needs to get the new Communications Technician up to speed, to assure a seamless transition of duties and services.

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

There is only ONE (1) DPW-Communications Technician. There is not staff to absorb these duties when the position is vacant. This is the reason DPW intends to over-hire for this position six (6) or more months ahead of Randy's retirement. DPW needs to get the new Communications Technician up to speed, to assure a seamless transition of duties and services.

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

DPW cannot reduce or eliminate its core services. A reduction in DPW staff will result in a lower level of service to residents, and will increase the amount of time required to complete those services.

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

There is no financially reasonable alternative to the current Communications Technician position. Private communication services are considerably more expensive than the cost of operating the DPW-Traffic Division Communications and Electronics Section.

9. Are there union issues? No

10. Other supporting comments. None

**Position Fill Request
Justification Report
May 8, 2018**

Position Title: Sewer Maintenance Worker – DPW Operations Division/Sewer Section

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

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

This position is vacant as the result of the resignation of Greg Potts, effective May 18, 2018.

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 through the City's Sanitary Sewerage District and Stormwater Utility operating budgets. The current base rate for this position is Grade "G" of the City Pay Plan, which is \$21.24 to \$24.99 per hour, or \$44,179 to \$51,979 per year.

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

Sewer Maintenance Workers perform a full range of duties including, but not limited to, cleaning storm and sanitary sewers, maintaining other critical sanitary and stormwater drainage infrastructure such as lift stations, and completing other assignments necessary for the Sewer Section to perform its duties.

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

This position does not directly generate revenue for the City. However, the use of in-house labor and equipment reduces the need to contract out for those services.

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

Loss of a Sewer Maintenance Worker position represents a reduction in the City's ability to provide sewer services in a timely manner.

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

When a Sewer Section position is vacant, duties are assigned to other Sewer Section employees as needed. When there is a lack of personnel, assignments are prioritized. Lower priority assignments are either postponed or not completed.

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

The Sewer Section will continue to perform all of its core services. The City cannot stop maintaining its sewer systems, as they directly impact the health and welfare of residents. However, a reduction in staffing will result in a lower level of service to residents.

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

One alternative would be working overtime to maintain the required service. Another alternative would be outsourcing of services. Both alternatives pose potentially higher costs to the City.

9. Are there union issues?

No.

10. Other supporting comments.

None.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

June 19, 2018

AGENDA ITEM # S.2.

Informational only: Approved adoption of findings of fact and conclusions of law on Removal From Specialty Team or Assignment grievance. (May 22 PC Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # S.3.

To deny request by Ald. Wery to allow City Council members to be provided with printed agendas. (May 22 PC Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # S.4.

To approve request to fill new position of Erosion Control Specialist in Public Works and all subsequent vacancies resulting from internal transfers. (June 12 PC Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Erosion Control Specialist - New 6.12.18

**Position Fill Request
Justification Report
June 7, 2018**

Position Title: Erosion Control Specialist

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

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

DPW is seeking to add an additional Erosion Control Specialist to the DPW – Utility Division table of organization and approval to fill the new position effective immediately. The City has seen an increase in the amount of construction and erosion control permit applications, and the current Erosion Control Specialist is unable to keep up with the current demands of the position both in the office and in the field. As a result, the City has received complaints regarding delays in work and a lack of customer service. With the addition of the second Erosion Control Specialist, the City will be able to provide better customer service to the builders, contractors and utilities that are requesting erosion control permits within the City.

The Erosion Control Specialist oversees all permit application reviews, the issuance of permits, education of staff, contractors and builders, pre-construction inspections, active construction site inspections, complaint driven inspections and enforcement of our Construction Site Erosion Control Ordinance. City ordinance requires that a permit be issued within 15 days of receipt of the application, or the permit is automatically issued. Due to the volume of work, the City has been unable to meet the 15-day requirement on a regular basis.

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.**

No, this additional position is not currently budgeted. The additional Erosion Control Specialist position will be funded by the Storm Water Utility (non-levy supported). This classification is in Grade I of the City's Salary Schedule (\$52,728-\$62,026). The annual fiscal impact for the new position is \$86,550 as detailed below.

Salary	\$60,466 (Step 6)
FICA	\$4,626
WRS	\$4,051
Worker's Comp	\$127
Health Insurance	\$15,739
Dental Insurance	\$1,438
Life Insurance	\$103
TOTAL COMPENSATION	\$86,550

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

While the City's Building Inspectors are to conduct erosion control site inspections, DPW is the administering authority and therefore accountable for the inspection and compliance requirements. The Erosion Control Specialist has responsibility for overseeing and enforcing the City's erosion control program and serves as a point of contact and resource for the Building Inspectors, contractors, regulatory agencies, consultants and citizens. Currently, the workload for this position is unmanageable.

If the additional position is approved, both of the Specialists will perform field observation and reporting on all types of construction projects. They will review plans to determine compliance with the City's site erosion control ordinance; conduct inspections of project sites to determine compliance with the ordinance; process permit applications; maintain and track all inspection data and prepare and present educational programs.

This position requires a Bachelor's degree and performs work under the guidance of the Utility Manager.

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

No. Although permit fees are collected by Community and Economic Development, this revenue is not utilized to offset the cost of the Erosion Control Specialist position(s).

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

Due to the significant amount of construction within the City, the existing Erosion Control Specialist is unable to keep up with current demands.

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

Current staffing levels do not permit absorbing these duties without sacrificing other work duties.

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

A reduction in staffing will result in a continued lower level of service.

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

There are no alternatives.

9. Are there union issues?

No

10. Other supporting comments.

None.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # S.5.

To direct staff to proceed as discussed in closed session on Bus Mechanic labor negotiations. (June 12 PC Meeting)

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # S.6.

Informational Only: The Standards of Conduct/SRO Expectations grievance is denied and the findings of fact and conclusions of law will be made available at the next Personnel Committee meeting. (June 12 PC Meeting)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Liska Grievance Step 3 Response
2. Tracy Liska - Step 3 Grievance to Personnel Committee 05-30-18
3. Investigative Report 17-00037
4. Liska DAP
5. Chief Smith's Initial Response 3-29-18
6. Chief Smith's initial response 4-02-18
7. Chief Smith's response to step 1 4-09-18
8. Liska Step 1 and Step 2 Grievance 04-23-18
9. Step 2 - Grievance Response - JWF 05-11-18



GREEN BAY POLICE DEPARTMENT
Executive Officer to the Chief of Police

We, the men and women of the Green Bay Police Department, are dedicated to providing service through a partnership with the community that builds trust, reduces crime, creates a safe environment, and enhances the quality of life in our neighborhoods.

Capt. Jeremy Muraski

jeremymur@greenbaywi.gov

920.448.3228

June 6, 2018

Personnel Committee
City of Green Bay
100 N. Jefferson St.
Green Bay, WI 54301

Re: Grievance #2018-003 (Liska – Standards of Conduct Policy 320/SRO Expectations)
Step 3 – Response of the City to the Personnel Committee

Dear Members of the Personnel Committee:

This correspondence is in response to the Step 3 Grievance #2018-003 submitted by the Green Bay Professional Police Association regarding Officer Tracy Liska and her two day unpaid disciplinary suspension. The Collective Bargaining Agreement was not violated and the grievance must therefore be denied. Enclosed for the Personnel Committee's consideration are the following documents:

1. Investigative Report 17-000037
2. Liska DAP – 02/26/2018
3. Chief Smith's Initial Response – 03/29/2018
4. Chief Smith's Initial Response – 04/02/2018
5. Chief Smith's Response to Step 1 – 04/09/2018
6. Liska Step 2 Grievance – 04/23/2018
7. HR Director Joe Faulds' Review – 05/11/2018
8. Liska Step 3 Grievance – 05/30/2018

Officer Liska received a two day unpaid disciplinary suspension after an internal investigation confirmed that she was not responding to her assignment as a School Resource Officer in a timely manner, instead meeting with another officer outside of her assigned school district area of responsibility. The investigation documented that she was tardy in reporting to the schools in her assigned SRO Quadrant on at least 9 separate occasions. The investigation further demonstrated that she was aware of the policies that govern SRO duties, as well as the rule sheet explaining what the expectations are for those officers assigned to SRO duties.

We do not request a hearing and believe that a hearing is unnecessary and an inefficient use of City resources for this matter. If the Personnel Committee determines that a hearing is necessary, the City respectfully asks that the Personnel Committee set a hearing date in approximately 30 days. The grievance was filed on May 30th, however, the Chief of Police has been extremely busy the past two weeks between attending training out of town and attending lengthy Police and Fire Commission hearings on a different matter. The City is therefore requesting additional time to allow the Chief of Police to prepare a more thorough written response. The delay is not prejudicial as the matters of contention have already ceased and an

Personnel Committee
City of Green Bay
Step 3 – Grievance #2018-003
June 6, 2018
Page 2

extension would have no negative impact on Officer Liska or her property, monetary, or legal rights.

In the event you would decide to proceed immediately on Tuesday June 12th, the City requests that you decide this matter based on the submissions of the parties. We believe the submissions will demonstrate that the contract has not been violated, that the discipline was justified under the circumstances, and that Officer Liska's grievance should therefore be denied.

If the Association and Officer Liska decide to appeal the Committee's denial of this grievance, then they may be able to have a formal hearing before an arbitrator. Further, we do not believe that any further presentation before the Committee is necessary as the grievance and this response from the City adequately address the arguments that the Committee must consider at this time.

Very truly yours,



Captain Jeremy Muraski
Executive Officer to the Chief of Police
Green Bay Police Department
Green Bay, WI 54301

RECEIVED

MAY 30 2018

Grievance # 2018 - 003

HUMAN RESOURCES

Green Bay Professional Police Association
Contract Violation Information Form

Date of Occurrence: <u>2-28-18</u>	Grievance step - check one 1 ☐ 2 ☐ 3 ☒
Officer's Name/Rank: (If association as a whole write GBPPA) <u>SRO TRACY LISKA</u>	Division/Assignment: <u>School Resource Officer</u>
This grievance alleges a violation of article <u>3</u> section <u>3.5</u> of the labor agreement and/or department policy pertaining to: <u>320.5.7(a)(b) / 320.5.5 (B)</u>	

Description of Grievance - state all facts including time, place of incident, persons involved, etc.

SEE ATTACHED LETTER

Relief Sought:

See Attached Letter

Signature of Employee: <u>Tracy Liska</u>	Signature of Association Representative: <u>Det. P. S.</u>	Date Filed: <u>5-30-18</u>
--	---	-------------------------------

Employer Representative Response:

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Employers representative signature	Title	Date Grievance received:	Date Answered

Matter resolved: Yes ☐ No ☐ If yes, How?

--

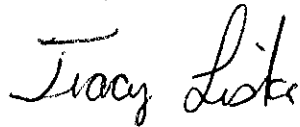
GRIEVANCE #
2018-003

Personnel Committee,

05-29-18

Enclosed please find my grievance letter regarding discipline I received after a formal internal investigation with the Green Bay Police Department. I am bringing you my grievance as step 3 in the grievance process. I realize at this point the issue of the communication with Officer Eklund and the DAP will no longer be an issue since these were only put into place until the end of the school year. The school year ends on June 8th 2018. If you need any more information please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Tracy Liska".

Officer Tracy Liska

Green Bay Professional Police Association Contract Violation Information Form

Date of Occurrence: February 28, 2018

Grievance Step: 1

Officer Name/Rank: Officer Tracy Liska

Position: School Resource Officer

This grievance alleges violations of: Standards of Conduct Policy 320 / SRO Expectations

Introduction

On February 28, 2018, Chief Andrew J. Smith personally delivered a letter addressed to me, Tracy Liska, regarding discipline from a formal internal complaint No. 17I-000037 reference not being at my duty assignment on time.

The letter indicated I had been found to have violated the following policies:

- 320.5.7(a)(b) Standards of Conduct-Neglect of Duty & Unsatisfactory Work
- 320.5.5(b) Standards of Conduct-Attendance AND
- SRO Rules & Expectations Violation

I was informed by the letter, and by Chief Smith, that I was found to be in violations of department policies and as a result I would be disciplined. The disciplinary action was:

1. A 2-day suspension without pay.
2. Ordered not to have communication with Officer Dave Eklund on duty with exceptions of lunch break or official law enforcement reasons.
3. Complete a Development Assistance Plan (DAP) until the end of the current school year (June 2018). The DAP will be prepared and monitored by the SRO Supervisor.

I submit that there are violations that have not been substantiated by the internal investigation. I am also alleging an unfair and biased application of the policies and expectations. Furthermore, I believe the discipline imposed in this instance is excessive based on the overall investigation.

I am requesting the union file a grievance on my behalf as the results of this investigation does not meet the Seven Standards of Just Cause, set forth in WI State Statute 62.13(5)(em). The results of this investigation could have serious implications for officers in the future.

Alleged Violations & The Seven Standards of Just Cause

- 320.5.7(a)(b) Standards of Conduct-Neglect of Duty & Unsatisfactory Work
 - 320.5.5(b) Standards of Conduct-Attendance AND
 - SRO Rules & Expectations Violation
1. Whether the subordinate could reasonably be expected to have had knowledge of the probable consequences of the alleged conduct.
 2. Whether the rule or order that the subordinate allegedly violated is reasonable.
 3. Whether the chief, before filing the charge against the subordinate, made a reasonable effort to discover whether the subordinate did in fact violate a rule or order.
 4. Whether the effort described under subd. was fair and objective.
 5. Whether the chief discovered substantial evidence that the subordinate violated the rule or order as described in the charges filed against the subordinate.
 6. Whether the chief is applying the rule or order fairly and without discrimination against the subordinate.
 7. Whether the proposed discipline reasonably relates to the seriousness of the alleged violation and to the subordinate's record of service with the chief's department.

I would submit that standards six and seven absolutely were not applied in my situation.

In addressing the policy violations Chief Smith sustained, I would like to address what is the base of the investigation, which is not being at my school by 7:30am.

I have been assigned as a SRO since early 2017. As I said when interviewed during the investigation there were times I was not at my school by 7:30am. On occasion, as I admitted, there were days I met with Officer Eklund. We talked about personal issues and what was going on in the schools, among other matters. In meeting with Officer Eklund I was not maliciously breaking an "SRO expectation" or "policy." The reason I say I was not maliciously breaking the rules is because since I have been assigned as a SRO, being at our school by 7:30am has **never** been an issue. There has not been a time when I heard a supervisor adamantly stress all SROs should be at their respective school by 7:30am. **Only** when my investigation was on-going did being at school by 7:30am ever become an issue. In fact, a fellow SRO who has been assigned to the schools for five plus years has stressed to me that not one time has being at our school by 7:30am ever been an issue or discussed. (By the way this SRO is willing to be identified.) Taking this even further I would say you could question current SROs and past SROs and I am willing to say not one would say being at their school by 7:30am was never an issue or discussed. Quite frankly,

it has not been a practice of SROs to be at school by 7:30am. But for some reason this became the base of my wrongdoing. This certainly comes across as biased and unfair when suddenly in my investigation "the letter of the law" is the standard of an expectation and policy that has not been an issue or enforced by supervisors. The Green Bay PD specifically the supervisor(s) of the SRO program have set a precedence that has been in place as far back as anyone can remember-possibly since the SRO program first began in the late 1970s or early 1980s.

In Chief Smith's letter to me he stated that, "You also tarnished the relationship and trust the area schools have in the Green Bay Police Department and the SRO program." I take great exception to this as I do not believe that is even remotely true since I have explained a 7:30am arrival at school only became an issue during my investigation. The first time 7:30am was ever addressed to SROs as a group was after my interview in this investigation. Suddenly, the issue that has a long standing precedence is suddenly fixed retroactively. Even school staff told me SROs have never been at school by 7:30am and they did not expect the SROs to be at the school by 7:30am.

Next, addressing neglect of duty and unsatisfactory work, Chief Smith states in his letter that during a meeting with Officer Eklund I missed a "crucial radio call dispatched to your school." The call in question was incident #18-000446 on January 3, 2018. This call was dispatched to road units and the address was Lincoln School. The incident did not happen at Lincoln School and did not involve a student at Lincoln. It actually involved a 14yr old male who ran away from his mother because she wanted to drug test him. The male ran near the playground and parking lot at Lincoln School so he mother could not catch him. Officers caught up with the male and transported him to school at Franklin. The male was turned over to a school counselor. I was assigned to West High School this day. I do not remember the call being dispatched and even if I would have been at my school I would not have run out of my school to assist. This was a call for road officers. This was not a call where school staff was trying to contact me to respond. There are calls similar to this on an almost daily basis that SROs do not respond to. However, I am curious as to why this call suddenly became an issue with me. As everyone is aware SROs work with a partner. My partner was at Franklin Middle School at the time of this call and he did not respond. He did not hear the call dispatched and only remembers it because patrol officers brought the male to the counselor at Franklin. My partner was not questioned about this call. Again, is this fair? Does it appear to be bias? I am singled out and expected to respond to a call SROs do not respond to. Also, the question needs to be asked: Is this the crucial call it was made out to be? This was a road officer call. Make no mistake, I will respond to a

road (patrol) officer's request for assistance when asked if I am available. I was not requested at this call.

I find it difficult to believe I have unsatisfactory work as a SRO or for any position I have held within the Police Department. As an example, prior to being a SRO on May 7, 2016 The National Alliance on Mental Illness (NAMI) awarded me their prestigious Crisis Intervention Team (CIT) Officer of the Year. This award is presented for "outstanding service & dedication on behalf of those affected by mental illness." I am proud of this award and I believe it is a reflection of my work ethic.

Second as a SRO I have found a job I look forward to each day. As such I have developed important relationships within the school, not only with students, but staff as well. Obviously I cannot document the importance of the relationships I have fostered, but in the part of my work that is documented I don't believe it is unsatisfactory. As an example for the period between September 2017 to December 31, 2017

- I issued 59 municipal citations. The next highest officer issued 26.
- I had 72 CAD Dispatched Calls. This was the second highest. The third highest was 49.
- I was first in SIFA calls with 41.
- I had 36 written warnings. The next highest was 6.
- I had the highest number of criminal arrests-64. The second highest was 12.

Is this unsatisfactory work? Remember this is the period when I was supposedly neglecting my work. I take absolute pride in my work. I believe I have always been a good representative of the Green Bay Police Department.

As part of the Chief's decision, I am now required to complete a Development Assistance Plan (DAP). The DAP not only tracks my work, which I have shown is above and beyond standards on shift, but it also requires me to document what I am doing each day, basically a minute by minute account of my day. In addition I am to have no contact with Officer Eklund unless it is for a law enforcement matter or on break. Is this what is considered fair for being at my school after 7:30am? I did not just go into my school when I felt like it. I believe I was there a majority of the days no later than 8am.

Has this investigation been fair? I believe it has not been fair. I have never faced an investigation prior to this. If I have done something wrong then I have no issue

owning it and taking the consequences of my actions. I have always been responsible for my actions.

During the investigation I was told by Lt Brester I had met with Officer Eklund on 10 different occasions between November 30, 2017 and January 18, 2018. Obviously it was stated to me how important it was to be at my school assignment by 7:30am. Despite the fact that arriving by 7:30am is so important I was watched 10 different times before the importance of arrival time was brought to me via this investigation. If 7:30am is the time and it is imperative SROs arrive prior to 7:30am why was I was watched 10 times between November 2017 to January 2018? Is that fair? Why was I allowed to meet nine more times after the first time? Why was I not informed of the violation after one time? Green Bay Police Department Policy 1001 refers to Evaluation of Employees. **The policy states:**

"Assessment of an employee's job performance is an ongoing process. Continued coaching and feedback provides supervisors and employees with opportunities to correct performance issues as they arise."

"Non-probationary employees demonstrating substandard performance shall be notified as soon as possible in order to have an opportunity to remediate the issues. Such notification should occur at the earliest opportunity."

By allowing this "violation" to continue it seems the investigating supervisor wanted or hoped for something larger or quite simply "was hoping for a bigger fish to fry." Isn't the goal of a supervisor seeing a violation to stop the behavior? A supervisor should immediately put an end to wrongful behavior instead of allowing it to continue. Why was it necessary to watch officer Eklund and I nine additional times after the first time. This entire matter could have been handled with the first step in progressive discipline; a verbal warning. As a police officer I don't watch someone commit a theft, then watch him, hoping the next day he commits an armed robbery.

Was this investigation based on personal feelings of the investigating supervisor? The day the investigation was over and after I had received my letter from the chief of my two-day suspension, etc...an officer came to me and told me about a conversation they just had with Lt Brester. In the course of that conversation Lt Brester used an obscene, derogatory and offensive slang in referring to me as a part of the female genitalia. Is this the actions or words of an unbiased investigator? It would seem based on his comments and pattern of behavior towards me by Lt Brester, this investigation involves personal issues towards me. This matter has been reported to the department's Professional Standards Division.

Relief Sought:

I would like the union to grieve this matter and have the suspension removed from my record. I would also like to be compensated for the two day suspension I served on March 15 & 16, 2018. In addition I do not think the DAP is reasonable based on my work record. Finally, I'd like the ban on communication with Officer Eklund lifted.

Furthermore in reference to my alleged violations, I was interviewed on January 18, 2018. I received my letter from Chief Smith on February 28, 2018, approximately six weeks later. This is six weeks I was out of my schools because I was removed from my SRO position as the investigation continued. During this time I lost 60 hours of time that I would have earned from flex time and working games at my assigned schools. The lost 60 hours is seven off days I lost. In reality I was suspended two days and lost seven additional days because I was not allowed to be in the schools while the investigation continued. As part of my relief, I would like the 60 hours I lost returned to me. (If needed I can give a specific list of lost time.)



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

Laura Schley, Staff, Celestine Jeffreys,
Chief of Staff

AGENDA ITEM # T.I.

To approve the increase of work hours of the Public Arts Coordinator to better engage the arts community, create additional programs and commence fundraising.

BACKGROUND

Currently the position of the Public Arts Coordinator is a part-time position consisting of 20 hours a week. The hours provided currently are not sufficient for staff to properly tend to all of the Commission's needs. Some of the tasks required of the Public Arts Coordinator include: Improving artist engagement; plans to form additional programming in the future and the commencement of the fundraising campaign. An increase in hours would assist staff with focusing more on these items as well as other tasks required from the position.

RECOMMENDATION

Staff is recommending to approve the request contingent upon approval from both the Personnel Committee and Common Council.

FISCAL IMPACT

ATTACHMENTS

- I. Draft GBPAC Budget - Altered Hours

	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18
Salary+Payroll	406	1,568	1,634	1,624	1,469	2,381	2,006	1,230	1,651	1,838	1,698
Mileage											
Misc.									50	40	
Printing							6				
Fundraising							41				
RAP artist grant											
RAP Insurance									1,092		
RAP Footings											
Annual Grant (artist)											
Total	406	1,568	1,634	1,624	1,469	2,381	2,053	1,230	2,793	1,878	1,698
Remaining 3/31/19											

March and July are annual grant letting times for visual and performing arts (max 4500 = 9000)

November is the annual grant letting time for humanities (1500)

Note: 26 pay periods in 2017 there are 3 pay periods in June and November; in 2018 there are 3 pay periods in May and November

	increase	current	added
29 hours at \$20/hour	1,160	800	360
health care	224		224
dental	15		15
payroll	89	61	28
WRS	78		78
	1,566	861	705
	40,710.53	22,391	18,319
Annual Cost			
admin	41,000		
mileage	1,000		
printing	200		
fundraising	200		
RAP artist grant	3,000		
RAP pad	2,500		
insurance	1,100		
annual grant	10,500		
	59,500		
percent to admin	0.71		
percent to programs	0.29		

May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
2,482	1,655	1,655	1,655	3,132	2,132	3,698	2,132	2,132	2,132	2,132	2,132	2,132
	264	24	24	24	24	24	24	24	24	24	24	24
80												
	500	500	500	500	500	500						
									1,092			
6,000												4,000
1,500		4,500				4,500				1,500		
10,062	2,419	6,679	2,179	3,656	2,656	8,722	2,156	2,156	3,248	3,656	2,156	6,156



Insurance Rates for Part-Time Employee

Insurance	Total Monthly	Bi-Weekly	Monthly Rate	City biweekly	City monthly contribution
Health - Sin	619	85	170	224	449
Humana De	41	6	11	15	30

*Vision Insurance rates will remain the same as the rates in the Benefits Booklet.

Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	total
2,132	2,132	2,132	2,132	2,132	3,132	3,132	63,630
24	24	24	24	24	24	24	840
							90
							86
							41
							3,000
							2,184
							10,000
				1,500			13,500
2,156	2,156	2,156	2,156	3,656	3,156	3,156	93,323
							(18,323)



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # T.2.

To approve Ned Cain's Rotating Art Program application.

BACKGROUND

Experienced artist, Ned Cain, has been creating art full-time for 30 years, with multiple pieces already on display throughout Green Bay. Ned Cain's proposed project is titled *Wind Fishing* and consists of three aluminum disc forms that will rotate in the wind. The piece will be approximately 5 ft. in diameter and around 4 - 7 ft. tall.

RECOMMENDATION

Following artist interview, staff is recommending accepting Ned Cain's proposed art piece for the Rotating Art Program.

FISCAL IMPACT

ATTACHMENTS

1. RAP-NedCain5.16.18
2. RAP Grading Table

Rotating Art Program Application

Artist: Ned Cain

Proposed Art Piece Project Title: Wind Fishing

Project Description:

Three integrated disc forms that will rotate in the wind. Fabricated of Aluminum sheet with a ground finish. I will install this piece with the help of others including Kent Hutchison.

Proposed Work Frontal View: Wind Fishing



Dimensions of Work: Approximately 5-6ft diameter and 4-7ft tall.

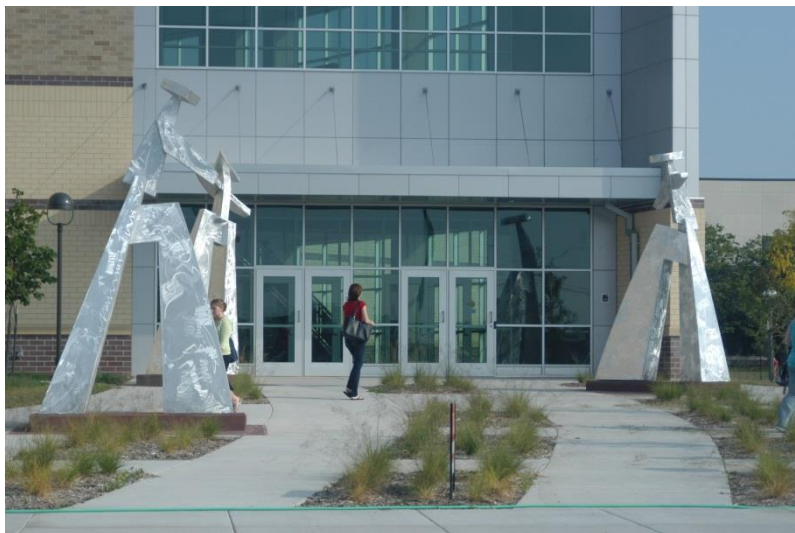
Experience (What is your experience with exhibiting public art?)

I have been doing public art full time for thirty years. Projects include: "A Sculptural Environment" On Broadway in Green Bay, "Babble" Neville Public Museum, "Travelers" NWTC green Bay, "Performers" University Wisconsin Communication Arts Center Fox Valley among others. In addition I exhibit at Edgewood Orchard Galleries in Door County.

Previous Art Examples:



Navy Pier, Chicago "Three Travelers" Fabricated Steel



Will this piece be for sale? yes

Price: \$8,000 - \$10,000

Coverage: **Insurance** no **Permits** no

RAP GRADING TABLE

1. **THEME/MOTIF** - The Artist has effectively presented a central idea throughout the whole of the piece.

Up to 10 pts

Weak	Fundamental ideas have not been explored and are not present in the piece.	0 – 3 pts
Average	Fundamental ideas are not fully explored and are not successfully carried through the piece.	4 – 7 pts
Excellent	Fundamental ideas are explored throughout the work and are conveyed by the overall visual experience.	8 – 10 pts
		TOTAL

2. **BUDGET** – The Artist’s budget aligns with the PAC budget; the Artist realistically assesses her costs.

Up to 10 pts

Weak	Budget lacks required information or includes unallowable expenditures.	0 – 3 pts
Average	Budget is complete but is not cost effective and/or related to activities and outcomes.	4 – 7 pts
Excellent	Budget is complete and contains all required information. Budget is cost effective and linked to project activities and outcomes.	8 – 10 pts
		TOTAL

3. **EXPERIENCE** – The Artist demonstrates experience in the medium and provides proof of past work. Preference will be given to Artists that have relevant public installations.

Up to 15 pts

Weak	Application does not include any proof of past work or examples are vague.	0 – 5 pts
Average	Application includes examples of past work, but little emphasis is given on prior experience with public installations.	6 – 10 pts
Excellent	Application includes multiple examples of past work, with emphasis on relevant public installations.	11 – 15 pts
		TOTAL

4. **ORIGINALITY** – Does the theme/motif of the work resemble the Artist’s own impressions?
Does the Artist successfully bring a vision to fruition?

Up to 15 pts

Weak	Piece design is vague and not clearly linked to Artist’s impression/vision. Design has no originality or unifying concept.	0 – 5 pts
Average	Piece has an adequate design that is defined, but piece is somewhat unclear in its connection to Artist’s vision. Concept seems somewhat derivative.	6 – 10 pts
Excellent	Piece has a strong and innovative design that is well defined and fully explained. Clear connection to Artist’s vision.	11 – 15 pts
		TOTAL

5. PUBLIC ART VALUE – How is the art relevant to the community? Does the art send a relevant message? Can the overall design be understood at a glance?

Up to 20 pts

Weak	Does not provide clear insight to its connection or impact on the community. The design is difficult to understand.	0 – 7 pts
Average	The piece's relationship to the community is described but does not seem as relevant / significant. Design is not easily understood right away.	8 – 15 pts
Excellent	Narrative connects the piece to the community. Compelling and specific narrative information demonstrates that the piece has a relevant and significant impact with the community. Design is easily understood at a glance.	16 – 20 pts
		TOTAL

6. OVERALL AESTHETIC – Is a high level of craftsmanship exhibited? Is the imagery compelling, and does it create a tension in the viewer without being objectionable?

Up to 30 pts

Weak	Craftsmanship is of a low quality and longevity of piece may be a concern. Not visually interesting / compelling and presents little to no opportunity for conversation.	0 – 10 pts
Average	Average level of quality of design/materials. Piece is visually appealing but provides little content for discussion.	11 – 20 pts
Excellent	High level of quality of design and work. Piece is visually appealing and provides opportunity for conversation and discussion.	21 – 30 pts
		TOTAL



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

June 19, 2018

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # T.3.

To receive and place on file the reevaluating of the Annual Grant Program for funding match.

BACKGROUND

During the March 2018, regular meeting of the GBPAC, the Commission briefly discussed the possibility of altering the grant match requirement for the Annual Grant Program. Altering the grant match was brought up as a potential solution to increase artist engagement with GBPAC programs. Currently the grant match requirement is 50 percent with a maximum grant award totaling \$1,500 for a project.

Reasons to Alter Grant Match

- Improve artist engagement
- Open granting opportunity to those with little access to alternate funds
- Create interest in program

Reasons to Maintain Current Grant Match

- Ensure consistency in programming
- If funds are altered they will be depleted sooner
- If funds are altered, fewer projects will be able to be awarded
- Many other granting programs require a match
- Programming has currently not been in place long enough to adequately determine that altering the granting amount will actually improve artist interaction
- Requiring artists to add additional funds helps build artist capacity
- Requiring matched funds will increase the potential for larger projects

RECOMMENDATION

After evaluating the outcomes of altering the grant match requirement, staff is recommending that the match remain in place and instead more effort be placed on promotion to increase artist engagement and development of additional artist resources.

FISCAL IMPACT

ATTACHMENTS

None

GENERAL ORDINANCE NO. 11-18

**AN ORDINANCE
AMENDING SECTION 29.307,
GREEN BAY MUNICIPAL CODE,
RELATING TO TRAFFIC REGULATIONS**

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

SECTION 1. Section 29.307, Green Bay Municipal Code, is hereby amended by adding thereto the following ONE-WAY YIELD condition

RACCOON BERRY WAY at INDIGO BLUFF DRIVE

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

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

Dated at Green Bay, Wisconsin this _____ day of _____, 2018.

APPROVED:

Mayor

ATTEST:

Clerk

js

6/19/18

Detail Summary of Projects Issued

5/1/2018 to 5/31/2018

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
73128	180 N BEDFORD RD..21-8359	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	\$1,302.69	\$304,921.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY, SINGLE-FAMILY W/ATTACHED GARAGE						
73145	3319 LARGO RIDGE DR..21-8209	LARGO RIDGE DEV LLC	JOHNNY B HOME CONSTRUCTION	\$1,167.70	\$200,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY ONE-STORY W/ATTACHED GARAGE						
73188	150 N BEDFORD RD..21-8358	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	\$1,043.87	\$268,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY, SINGLE STORY WITH ATTACHED GARAGE						
73189	118 N BEDFORD RD..21-8352	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	\$975.58	\$275,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY, SINGLE STORY WITH ATTACHED GARAGE						
73228	202 N BEDFORD RD..21-8360	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	\$1,302.69	\$279,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY, SINGLE STORY WITH ATTACHED GARAGE						
73246	201 RACCOON BERRY WY..21-8349	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	\$1,525.74	\$349,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY, SINGLE STORY HOME WITH ATTACHED GARAGE						
73337	144 N BEDFORD RD..21-8357	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	\$1,531.73	\$303,200.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY, SINGLE STORY WITH ATTACHED GARAGE						
73339	3529 BAY HARBOR DR..22-2045	TJDM LLC	ARTS CUSTOM HOMES	\$1,432.98	\$283,000.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY W/ATTACHED GARAGE						
73364	3489 MAYAPPLE DR..21-8155	JEFFREY M & JOHNA BETH MOHR	GMACK	\$1,374.64	\$338,852.00	Pending
[01-101 - Single Family House, Detached] TWO-STORY HOUSE W/ATTACHED GARAGE						
73374	3510 MAYAPPLE DR..21-8137	NANCY A KROKSTAD	DETRIE BUILDERS INC	\$1,303.88	\$230,000.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY W/ATTACHED GARAGE						
73429	1230 SPARTAN RD..21-240-6	ANGELA L SCHWARZENBART	SHIER CONSTRUCTION	\$1,141.29	\$190,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY, SINGLE STORY WITH ATTACHED GARAGE						
73434	2150 WEST RED FERN LN..6H-4313	PETER & MICHELLE L YUREK	MODERN BUILT HOMES	\$1,348.09	\$245,000.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY HOME W/ATTACHED GARAGE						
72822	877 HOWARD ST..3-967	NEIGHBORWORKS GREEN BAY	NEIGHBORWORKS	\$305.00	\$0.00	Pending
[02-434 - Single-Family Residential Building, Alteration] PER RDA AGREEMENT DETACHED GARAGE 24X24 ALSO NO STRUCTUAL ON INTERIOR. NEW FLOORING, CABINETS, DRYWALL. -ELECTRICAL, PLUMBING AND HVAC UPGRADES						
73146	2757 INDIAN HILL DR..6H-2429	KAREN L KAPP	KAREN L KAPP	\$342.00	\$10,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] To include 2 bathrooms and bedroom with egress.						
73220	611 NIGHT CT..6H-3839	MICHAEL D & BARBARA L BERO	GREEN BAY AREA BUILDERS, LLC	\$230.00	\$45,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Three Seasons Room						

73237	429 CARRIE LN..6-2621	JANICE K HALL	RECOVERON RESTORATION	\$330.00	\$60,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Fire Restoration						
73252	1717 11th AV..1-1257	GARY N LUMAYE JR	1ST CHOICE BUILDERS, INC	\$205.00	\$12,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Kitchen updated, bathroom updates.						
73278	1219 SHADOW LN..1-2219	MATTHEW R WEIR	NICK HOLTGER CONSTRUCTION CORPORATION	\$370.50	\$120,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Move stair systme, frame in basement bath, furnace work, add 2 egress window wells, frame out and finish basement, install new kitchen cabinets and flooring, remodel main bathroom.						
73375	1663 BIRCHWOOD DR..6-1660-27	KENNETH G & PAULA J BOEHM	VAN RITE CONSTRUCTION AND RESTORATION	\$155.00	\$25,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Replacing rafters by garage, see plans.						
73381	2891 MT CAROL DR..21-1111-D-34	ROBERT V & LORRAINE E MOODY	CAREY CONSTRUCTION LLC	\$190.63	\$43,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] REMOVE ONE-STALL GARAGE, BUILD TWO-STALL GARAGE, DRIVEWAY, FOOTING						
73431	708 N CHESTNUT AV..5-84	ALBERTO GAMBOA	ALBERTO GAMBOA	\$50.00	\$400.00	Pending
[02-434 - Single-Family Residential Building, Alteration] WALL ADDITION						
73438	490 TERRACE LAKE LN..21-7530	SHAWN W & CARYN GEHM	SHAWN W & CARYN GEHM	\$175.00	\$6,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] BASEMENT BATHROOM						
73453	2627 NICOLET DR..22-170-16	MADIGAN LIVING TRUST	PORTSIDE BUILDERS	\$366.00	\$375,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] INTERIOR RENOVATIONS						
73462	856 KELLOGG ST..5-1427	MASON TACKMIER	CREATIVE EDGE PROPERTIES LLC	\$180.00	\$30,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Replacing the plumbing system, updating the electrical in all bathrooms and kitchens, redoing the electric panels. NO STRUCTUAL, NO REMOVING WALLS OR ADDING WALLS.						
73532	871 W MASON ST..2-450	REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY	HORIZON HOME RENOVATIONS	\$491.70	\$0.00	Pending
[02-434 - Single-Family Residential Building, Alteration] CONVERT 2 FAMILY DWELLING TO SINGLE FAMILY, INTERIOR REMODEL, CONSTRUCT OF GARAGE, DEMO OLD GARAGE, RAZE GARAGE						
73573	2871 ST. ANTHONY DR..21-429-10	MOBETA LLC	PRK CONSTRUCTION	\$305.00	\$200,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Contractor has DCC and DCQ INTERIOR RENOVATIONS						
73508	1253 9th ST..1-428-C	SEAN P & CARRIE A JABLONOWSKI	BADGERLAND DEMOLITION	\$175.00	\$17,000.00	Pending
[05-645 - Raze Sungle-Family house(attached or detached)] -EC permit approved.						
72913	1770 AMY ST..21-1346-1-1	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EISENHOWER	MIRON CONSTRUCTION	\$6,568.18	\$2,644,325.00	Pending
[08-104 - 3-4 Family Building (refer to 06-103).] In the existing building, remove and replace steam system with hot water. Adding new air ducts as well.						
73256	1785 EDISON ST..21-1347	CARAB ENTERPRISES LLC	ADVANCED HANDYMAN	\$70.00	\$5,000.00	Pending
[10-434 - Multi-Family Residential Building Alteration] 2 NEW PATIO DOORS						
67417	3136 WEST POINT RD..6H-1185-A	LEE J GEURTS	Mau and Associates, LLP	\$462.50	\$0.00	Closed
[11-325 - public works, utilities(transportation, water supply, heat, communication, power, sewage disposal)] Install road for new subdivision.						
-Sent in revised amendments on 7/7/16 with changes to Cul-de-sac. -Sent in revised amendments on 4/6/16.						
72557	539 LAVERNE DR..21-324-7	GREEN BAY AREA PUBLIC SCHOOL DISTRICT BAIRD	MIRON CONSTRUCTION	\$48,172.13	\$18,508,000.00	Pending
[11-326 - schools, other educational(schools, libraries, academics, universities, museums, observatories)] Building a new school behind the existing school, then they will tear down the old school and establish a playground area in its place --Erosion Control permit approved 4/30/2018. Storm Water Approved and \$25000 Bond paid 5/1/18. -Storm Water Bond \$25000 Paid						
73240	1901 VERLIN RD..23-254-5	MCR RENTALS LLC	MILLER BUILDINGS LLC	\$1,674.00	\$80,000.00	Pending

[11-328 - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories).]

72484	314 S BAIRD ST..14-1438	GREEN BAY AREA PUBLIC SCHOOL DISTRICT WASHINGTON	ZEISE CONSTRUCTION	\$7,699.33	\$1,951,530.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] EC approved. No storm water						
72556	1770 AMY ST..21-1346-1-1	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EISENHOWER	IMMEL CONSTRUCTION	\$16,092.96	\$4,040,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] \$25000 Storm Water Bond Paid and SWM approved. EC approved. ADDITION AND REMODEL TO EISENHOWER ELEMENTARY SCHOOL.						
72706	1601 DANCING DUNES DR..6H-1187	GREEN BAY AREA PUBLIC SCHOOL DISTRICT LOMBARDI	ZEISE CONSTRUCTION	\$760.00	\$135,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Entrance Remodel						
72748	101 BAY BEACH RD..20-689-C	MC DONALD LUMBER CO INC	SUPERIOR SEWER AND WATER	\$375.00	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] EC permit approved, in drag.						
72843	425 PINE ST..11-139	US BANK NATIONAL ASSOCIATION	BELFOR PROPERTY RESTORATION	\$540.00	\$29,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Office Remodel						
73091	514 S CLAY ST..14-861	SAINT PAUL EVANGELICAL LUTHERAN CHURCH	HOFFMAN PLANNING & DESIGN CONST	\$2,800.95	\$700,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Remodeling existing rooms						
73098	1265 LOMBARDI AV..1-1841-A	CITY OF GREEN BAY-CLERK	MIRON CONSTRUCTION	\$1,442.39	\$377,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] ON LEVEL 1 DISTRICT OFFICE AREA REMODEL						
73154	1265 LOMBARDI AV..1-1841-A	CITY OF GREEN BAY-CLERK	MIRON CONSTRUCTION	\$865.30	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]						
73157	1265 LOMBARDI AV..1-1841-A	CITY OF GREEN BAY-CLERK	MIRON CONSTRUCTION	\$1,025.00	\$50,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] LEVEL 5 ALUMNI SUITE RESTROOM ADDITION						
73216	1265 LOMBARDI AV..1-1841-A	CITY OF GREEN BAY-CLERK	MIRON CONSTRUCTION	\$1,120.20	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Level 1 - Visiting team media and locker room remodel,						
73217	1711 SHAWANO AV..6-352	DENTAL ARTS BUILDING ASSOC	TOM GUNS CONSTRUCTION LLC	\$527.60	\$40,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Adding some closet space and cleaning up the space.						
73269	711 HINKLE ST..6H-1626	F & O PARTNERSHIP LLP	KELLER, INC.	\$2,807.24	\$500,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] 6,845 sq ft office buildout in an existing warehouse and front elevation facelift						
73272	520 N BROADWAY..5-1757	DDL HOLDINGS LLC	CD SMITH CONSTRUCTION	\$210.00	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Demo only of the space.						
73275	514 S CLAY ST..14-861	SAINT PAUL EVANGELICAL LUTHERAN CHURCH	HOFFMAN PLANNING & DESIGN CONST	\$70.00	\$5,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Stage area demo - stage, wall and steps						
73277	1726 SHAWANO AV..6-235-A	ST MARYS HOSPITAL MC ACCOUNTING	IEI GENERAL CONTRACTORS	\$260.00	\$16,000.00	Closed
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] DISHWASHER						
73285	835 S VAN BUREN ST..16-293	ST VINCENT HOSPITAL	IEI GENERAL CONTRACTORS	\$561.25	\$173,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] REMODEL PROJECT TO RELOCATE LAB FUME HOODS						
73309	622 BODART ST..11-48	NEW COMMUNITY CLINIC LTD	DELEERS CONSTRUCTION	\$290.00	\$39,246.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Replacing another chair lift in another stairway						

73332	2125 MAIN ST..21-453-7	GUSSEL BROTHERS LLC	ZEISE CONSTRUCTION	\$70.00	\$1,500.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] ADDING A SMALL CONCRETE PATIO AREA.						
73497	2140 HUTSON RD..6H-1625-B	GARY L & SHARON L FAIRCHILD	GARY L & SHARON L FAIRCHILD	\$70.00	\$20,700.00	Closed
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] INSTALL SUPPRESSION SYSTEM						
73512	305 E WALNUT ST..12-133	BROWN COUNTY	MIRON CONSTRUCTION	\$70.00	\$20,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Repair hole created in an old coal chute lid while alley way repairs were under way.						
73535	1315 W MASON ST..6-156-1	R P MOSES LLC	R P MOSES LLC	\$170.00	\$500.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Construction of 2 walls to sepearate Suite 1 and Suite 2.						
73202	128 N BROADWAY..4-154	LORENZEN HOLDINGS LLC	IMMEL CONSTRUCTION	\$631.75	\$0.00	Pending
[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] Addition of the exterior elevator and stairway serving access to the baement thru 3 floor. Project was done in phases. Plans were reviewed as one under Phase 1 and stored under that project number, 71064.						
73379	2222 DECKNER AV..21-1178	GREEN BAY AREA PUBLIC SCHOOL DISTRICT PREBLE	RENT A TENT	\$70.00	\$332.00	Pending
[16-*** - Temporary Office or Trailer] Senior Grad Party - Tent up June 2 and down June 4th.						
73485	3551 FINGER RD..21-16-1-4	FONFEREK HOLDINGS LLC	PEARLY GATES BAR & GRILL	\$140.00	\$0.00	Pending
[16-*** - Temporary Office or Trailer] TENT CANOPY						
73489	1100 PORLIER ST..17-1052	CITY OF GREEN BAY-CLERK	SRSE	\$140.00	\$8,775.00	Pending
[16-*** - Temporary Office or Trailer] TENTS IN ASTORY PARK FOR ANNUAL BELLIN RUN SET UP JUNE 7, EVENT JUNE 9, DOWN JUNE 11						
73490	725 S WEBSTER AV..14-852	BELLIN MEMORIAL HOSPITAL	SRSE	\$140.00	\$400.00	Pending
[16-*** - Temporary Office or Trailer] TENTS IN BAIRD PARK FOR ANNUAL BELLIN RUN						
72410	1158 10th AV..1-217	DANIEL J & DEBORAH A LANGREN	CUSTOM KREATIONS INC	\$160.61	\$17,000.00	Pending
[17-438 - New Garage or Carport] WILL SUBMIT THE TRUSS PLANS NEXT WEEK WHEN HE RECIECES THEM. - PAULVC 5-18-18 GARAGE ADDITION						
72611	2733 KLEE ST..6H-1541	DAVID G & AMY JO ZANDER	COLKEN HOME IMPROVEMENTS	\$306.80	\$23,000.00	Pending
[17-438 - New Garage or Carport] VARIANCE REQUEST FOR ACCESSORY OVER PRINCIPLE USE 2-5-18						
72613	817 SUNNY LN..6-811-28	NICHOLAS J & DIANA M HELEIN	ROB THE BUILDER	\$180.92	\$21,000.00	Pending
[17-438 - New Garage or Carport] Variance request to be less than 4' side yard setback 2/5/18(DESIRED SETBACK OF 3'). NEED ELECTRICAL PERMIT BY MAY 18, 2018.						
73407	715 MARQUETTE AV..2-1089	DANIEL V KIRBY	DANIEL V KIRBY	\$154.72	\$0.00	Pending
[17-438 - New Garage or Carport] NEW GARAGE, BRICK, CONCRETE SLAB FOR INSIDE THE GARAGE, WALKWAY TO THE FRONT PORCH, DRIVEWAY LEDGERBOARD FOR A FUTURE DECK & SVS UPGRADE						
73534	419 S CLAY ST..14-1040	LESLEY G ETTERS	LESLEY G ETTERS	\$150.00	\$8,000.00	Pending
[17-438 - New Garage or Carport] Foundation for garage was approved and part of previous driveway project 73250(slab already there)						
73572	802 BOND ST..5-1106	WILLIAM D & ALISON A LEISGANG	WILLIAM D & ALISON A LEISGANG	\$150.00	\$0.00	Pending
[17-438 - New Garage or Carport] GARAGE ALTERATION & ACTERINS ROOFING						
73463	1265 HICKORY HILL DR..1-1711	MASON TACKMIER	MASON TACKMIER	\$125.00	\$5,000.00	Pending
[18-438 - Remodel Garage or carport or Shed] Adding wall height.						
72607	1643 CAREFUL DR..6-1660-17	DANIEL A & JANICE R HASENJAGER	THE REMODEL SHOP	\$150.00	\$46,000.00	Pending
[19-438 - Addition to Garage, Carport (Residential)] VARIANCE REQUEST TO HAVE GARAGE IN FRONT SETBACK OF STREET						
73226	1008 DOTY ST..14-924	ONE REALTY GROUP LLC	KEVIN BIRR	\$50.00	\$2,700.00	Pending
[21-649 - Demolition of all Other Buildings or Structures] RAZE GARAGE						
73330	940 LIBERTY ST..1-1362-A	NICOLE M DAL SANTO	NICOLE M DAL SANTO	\$50.00	\$300.00	Pending

[21-649 - Demolition of all Other Buildings or Structures] RAZE GARAGE

73466	1136 SHADOW LN..1-2295	DKL INVESTMENTS LLC	PETERS CONSTRUCTION	\$100.00	\$1,500.00	Pending
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[21-649 - Demolition of all Other Buildings or Structures] TEAR DOWN EXISTING GARAGE.

73516	806 NEVILLE AV..18-383	JOSEPH R SCHILTZ & ASHLEY E DAVIS	JOSEPH R SCHILTZ & ASHLEY E DAVIS	\$50.00	\$0.00	Pending
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[21-649 - Demolition of all Other Buildings or Structures] Removing garage building only and will do the slab in the fall

73255	632 ST. JUDE ST..6-1719	HEIDI L HIETPAS	HEIDI L HIETPAS	\$50.00	\$3,300.00	Pending
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[22-328 - Shed, Yard Building] SHED 10 X 12 WOOD WITH SHINGLED ROOF

73293	606 FAIR WINDS LN..21-7157	NATHAN W & AMANDA M THOMAS	NATHAN W & AMANDA M THOMAS	\$50.00	\$1,500.00	Pending
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[22-328 - Shed, Yard Building] 10X10 SHED IN REAR

73343	3030 BETH DR..21-6380	JOHN & MARY VANDEN AVOND	JOHN & MARY VANDEN AVOND	\$50.00	\$3,300.00	Closed
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[22-328 - Shed, Yard Building] 10 X 10 SHED

73355	802 S RIDGE RD..6-783	MICHAEL R MATHES	MICHAEL R MATHES	\$100.00	\$700.00	Pending
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[22-328 - Shed, Yard Building] SHED 10 X 15

73358	1580 DECKNER AV..8-764	JEFFREY G & PATRICIA E HOCKERS	JEFFREY G & PATRICIA E HOCKERS	\$50.00	\$1,000.00	Pending
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[22-328 - Shed, Yard Building] 10X12 WITH CONCRETE SHED

73362	1219 NICOLET AV..1-173	RONDA L JACQUES	RONDA L JACQUES	\$50.00	\$350.00	Closed
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[22-328 - Shed, Yard Building] SHED

73377	2160 CRESTWOOD SPRINGS DR..6H-3141	THOMAS H & BECKY A LANE	THOMAS H & BECKY A LANE	\$50.00	\$2,500.00	Closed
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[22-328 - Shed, Yard Building] 8X12 STEEL SHED

73432	2831 ANTLER TR..6H-2702	RICHARD R & EMILY A CHOUINARD	RICHARD R & EMILY A CHOUINARD	\$100.00	\$281.00	Pending
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[22-328 - Shed, Yard Building] 14 X 16

73447	120 CLIFFVIEW DR..21-78-1	BARBARA J COCHART	BARBARA J COCHART	\$50.00	\$4,800.00	Pending
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[22-328 - Shed, Yard Building] SHED & FENCE

73472	3184 OPEN GATE TR..6H-3712	DENNIS M & EVELYN K DIECK	PRECISION BUILDERS	\$100.00	\$20,000.00	Pending
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[22-328 - Shed, Yard Building] 12X24
-ACCESSORY WILL BE UNDER PRINCIPLE USE.

73525	2797 NEWBERRY AV..21-4801	JAMES A & BRENDA K NENNIG	GREEN BAY NURSERY & LANDSCAPE	\$50.00	\$4,160.00	Pending
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[22-328 - Shed, Yard Building] 12X12 STICK BUILD ON CONCRETE PAD

73528	1238 BOND ST..5-1315-I	ROSE MARY REECE	ROSE MARY REECE	\$50.00	\$3,393.00	Pending
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[22-328 - Shed, Yard Building] 10X12 PREFAB

73570	498 DELWICHE RD..21-4104	JAMES F & ROBIN A PLACEK	TUFF SHED	\$50.00	\$2,798.00	Pending
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[22-328 - Shed, Yard Building] 8x12 prefab shed. to be anchored down.

73251	112 YALE ST..3-167	WILLIAM C BAIN	BEST BUILT INC	\$50.00	\$3,500.00	Closed
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[23-434 - Deck, Porch, Patio] Wheelchair ramp

73311	1604 S ONEIDA ST..1-2315	RUSSELL & CAROLE FREEBURY	COPPENS CUSTOM SOLUTIONS	\$100.00	\$0.00	Pending
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[23-434 - Deck, Porch, Patio] Deck = 12x18
Slab = 12x13
Egress Window = 36x24

73342	139 CLEVELAND ST..3-184	VICKI DERPINGHAUS	ALFRED MCALLISTER	\$50.00	\$0.00	Pending
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[23-434 - Deck, Porch, Patio] ADDED A RAMP WITHOUT A PERMIT OR PLANS. BOUGHT IT FROM ANOTHER APPLICATION. NEEDS AN INSPECTION TO VERFIY CONSTRUCTION MEETS CODE.

73352	1226 S BROADWAY..1-849	AI & CHITPRASONG CHANTHADOUANGSY	EAGLE SIDING & CONSTRUCTION	\$75.00	\$900.00	Pending
[23-434 - Deck, Porch, Patio] REBUILDING THE FRONT STOOP						
73380	153 LAU ST..21-1727	AMBER R BARTEN	AMBER R BARTEN	\$50.00	\$2,000.00	Pending
[23-434 - Deck, Porch, Patio] BRICK 16X20 IN REAR						
73401	1104 OREGON ST..5-704-D	TIMOTHY C & JULIE A JOHNSON	TIMOTHY C & JULIE A JOHNSON	\$50.00	\$750.00	Pending
[23-434 - Deck, Porch, Patio] 5X5 DECK IN FRONT.						
73415	1500 SHANNON ST..6-1161	YURA & OLIVIA KALMYCHKOV	YURA & OLIVIA KALMYCHKOV	\$100.00	\$2,500.00	Pending
[23-434 - Deck, Porch, Patio] 30 x 18 deck						
73449	317 MANCHESTER DR..6-2255	MICHELLE R PIGEON	MICHELLE R PIGEON	\$100.00	\$3,000.00	Pending
[23-434 - Deck, Porch, Patio] 21x24						
73457	532 LA PLANT ST..21-2144-20	GEORGE B & CATHLEEN P HECK	AR CONSTRUCTION	\$50.00	\$0.00	Pending
[23-434 - Deck, Porch, Patio] 12 x 12						
73461	901 ROY AV..18-1401	DIANNA C NYS & SUSAN A HOUSE	JACK BOMSKI CONSTRUCTION	\$100.00	\$3,100.00	Closed
[23-434 - Deck, Porch, Patio] 8x17 deck						
73503	2630 VIENNA CT..21-5971	RYAN C & TINA W MARTIN	GREEN BAY NURSERY & LANDSCAPE	\$50.00	\$25,000.00	Pending
[23-434 - Deck, Porch, Patio] Part of lanscaping project, will be constructing free standing pavilion over patio.						
73509	1039 S CLAY ST..17-159	LONDON C & SAMANTHA A MAXSON	LONDON C & SAMANTHA A MAXSON	\$50.00	\$500.00	Pending
[23-434 - Deck, Porch, Patio] Tearing down old deck and replacing with temporary steps until they build new deck.						
73517	200 S MAPLE AV..3-342	CHRISTIAN P BEZIO	EAGLE SIDING & CONSTRUCTION	\$100.00	\$3,500.00	Pending
[23-434 - Deck, Porch, Patio]						
73242	3328 PAULA ST..22-2156	CHRISTIAN ORTEGA SOTELO	CHRISTIAN ORTEGA SOTELO	\$125.00	\$1,500.00	Pending
[25-329 - Swimming Pool] POOL HEIGHT ABOVE 52"(NO FENCE NEEDED)						
73500	3496 EDINBURGH RD..22-1818	JOHN S & LAURA M BURSA	JOHN S & LAURA M BURSA	\$50.00	\$0.00	Pending
[26-*** - Fireplace, Chimney] HOME BUILT PIZZA OVEN						
73301	1560 DECKNER AV..8-769	DAVID J HOLZ	ANDERSON BASEMENT REPAIR INC	\$50.00	\$4,320.00	Closed
[28-434 - Foundation Repair] REPAIR FOUNDATION						
73479	2403 VAN BEEK RD..21-128-2	REALMAD HOLDINGS & INVESTMENTS LLC	JACOB DAY	\$50.00	\$30,000.00	Pending
[28-434 - Foundation Repair] Project to include just foundation repair.						
73238	2220 MAIN ST..21-457-9	ETD DEVELOPMENT LLC	SCHAUS ROOFING & MECHANICAL CONTRACTORS, INC	\$70.00	\$22,890.00	Pending
[33-*** - Roofing] NEW SINGLE PLY ROOF ASSEMBLY EXCLUDING THE TOWERS						
73327	1337 HARVEY ST..7-134	ARLYN S LIBAL	ARLYN S LIBAL	\$50.00	\$2,000.00	Pending
[33-*** - Roofing] OWNER ON RENTAL STARTED WORK TO RESHINGLE ROOF ON PORCH BUT LET TO REPLACEMENT OF ROTTEN HEADER. WAS MOSTLY SHEATHING AND NEW SHINGLE REPLACMENT TO REPAIR LEAK. WILL GIVE OUT PERMIT BECAUSE SCOPE IS SMALL(OWNER OF RENTAL DOES NOT HAVE LICENSE). WAS JUST GOING TO REPLACE EXISTING RAILINGS						
73426	2590 ROBINSON AV..21-129-2	GREEN BAY AREA PUBLIC SCHOOL DISTRICT	NORTHEASTERN ROOFING INC	\$485.00	\$274,800.00	Pending
[33-*** - Roofing] NEW ROOF						

73326	1841-1845 7th ST..6-2241	SCOTT & LAURIE M BATTERHAM	B&B BASEMENT REPAIRS LLC	\$50.00	\$3,500.00	Pending
[34-*** - Window, Door, Replacement] UNFINISHED BASEMENT, NO BEDROOM						
73331	940 LIBERTY ST..1-1362-A	NICOLE M DAL SANTO	NICOLE M DAL SANTO	\$50.00	\$10,000.00	Pending
[34-*** - Window, Door, Replacement] Will be replacing widows but in rear porch will remove 4 windows and finish off wall.						
72405	2080 FERN LN..21-2475-D-22	MOBETA LLC	CHRIS JANDRAIN	\$50.00	\$800.00	Pending
[35-*** - Driveway Expansion] PER VIOLATION 85414, DRIVEWAY ALREADY EXPANDED IN FRONT OF EGRESS DOOR. VARIANCE REQUEST. = DENIED						
73250	419 S CLAY ST..14-1040	LESLEY G ETTERS	ABSOLUTE CONCRETE LLC	\$50.00	\$9,000.00	Closed
[35-*** - Driveway Expansion] ALSO INSTALLING GARAGE SLAB(12X12 GRADE BEAM) FOR FUTURE GARAGE						
73294	400 S FISK ST..6-116-E	DANIEL & DONNA O CONNELL	ASPHALT SPECIALISTS	\$50.00	\$4,000.00	Pending
[35-*** - Driveway Expansion] DRIVEWAY REPLACEMENT						
73308	2488 ROBINSON AV..21-3264	LUIS A RODRIGUEZ-PINEDO & ALEJANDRA A ESPINOZA	LUIS A RODRIGUEZ-PINEDO & ALEJANDRA A ESPINOZA	\$50.00	\$0.00	Pending
[35-*** - Driveway Expansion] Driveway Expansion/ replacement. Owner to do apron and sidewalk also.						
73338	240 ALLARD AV..5-546	DONALD ARNOLDI & TERESA MC WILLIAMS	DONALD ARNOLDI & TERESA MC WILLIAMS	\$50.00	\$3,000.00	Pending
[35-*** - Driveway Expansion] EXPANDING DRIVEWAY						
73376	1372 BIEMERET ST..6-865	JOYCE M FOX	FISHER CONCRETE SAWING	\$50.00	\$0.00	Pending
[35-*** - Driveway Expansion] APRON, SIDEWALK AND DRIVEWAY REPLACEMENT						
73387	1925 ERMA DR..21-2036-L-10	JUAN & MARGARITA C GUZMAN	JUAN & MARGARITA C GUZMAN	\$50.00	\$1,000.00	Pending
[35-*** - Driveway Expansion] 5' EXPANSION ALONG ONE STALL GARAGE(NOT IN FRONT OF EGRESS DOOR)						
73402	117 N ONEIDA ST..3-1061	NELSON Y & SARA J MELGAR	NELSON Y & SARA J MELGAR	\$50.00	\$12,800.00	Pending
[35-*** - Driveway Expansion] 17X50 CONCRETE						
73403	3123 W OTTERTAIL CT..21-5404	RICHARD W KOEBEL	RICHARD W KOEBEL	\$50.00	\$2,500.00	Pending
[35-*** - Driveway Expansion] PARKING SLAB ALONG GARAGE						
73408	1510 13th AV..1-1397-D	ALEX TESLYUK	GB CONCRETE LLC	\$50.00	\$2,000.00	Closed
[35-*** - Driveway Expansion] DRIVEWAY APRON						
73448	1031 HOLZER ST..18-1396	DAVID A & DONNA R TENOR	DAVID A & DONNA R TENOR	\$50.00	\$1,500.00	Pending
[35-*** - Driveway Expansion] 8' EXPANSION OFF SINGLE STALL GARAGE.						
73552	815 N DANZ AV..21-2208-9	EZEQUIEL D LOPEZ & TERESA VARGAS DE LOPEZ	EZEQUIEL D LOPEZ & TERESA VARGAS DE LOPEZ	\$50.00	\$1,500.00	Pending
[35-*** - Driveway Expansion] EXACT REPLACEMENT UP TO ROW						
73224	1060 W MASON ST..2-43-1	LA FORCE INC	CUSTOM FENCE	\$70.00	\$7,000.00	Pending
[36-*** - Fence] FENCE						
73227	535 ELIZABETH ST..19-104	GERARDO GARCIA ROMERO	GERARDO GARCIA ROMERO	\$50.00	\$800.00	Pending
[36-*** - Fence] 3 FT AND 6 FT WOOD FENCE						
73229	1205 REED ST..3-1048-A	JASON & JENNA M MOUA	JASON & JENNA M MOUA	\$50.00	\$1,800.00	Pending
[36-*** - Fence] 6 ' WOOD FENCE ALONG SIDE.						
73230	2077 IRONWOOD DR..6H-3668	DAVID A & BRIDGET L JOHNSON	AG EXCAVATING	\$50.00	\$1,750.00	Pending
[36-*** - Fence] 6'high wood fence.						
73231	1215 REED ST..3-1201	BRIAN M & CANDACE C TURK	JACOB'S FENCE	\$50.00	\$4,800.00	Closed

[36-*** - Fence] 6' CEDAR FENCE

73232	2918 GRAND CYPRESS LN..22-2064	TJDM LLC	WHIRLWIND POSTHOLES & FENCING, LLC	\$50.00	\$6,854.00	Closed
[36-*** - Fence] FENCE 4 ' CEDAR						
73235	1729 10th AV..1-1206	TAMMY J RUPIPER	TAMMY J RUPIPER	\$50.00	\$800.00	Pending
[36-*** - Fence] 6' WOOD FENCE IN REAR						
73241	874 DOUSMAN ST..5-1195	MACKENZIE L CROWE	MACKENZIE L CROWE	\$50.00	\$500.00	Pending
[36-*** - Fence] 6' WOOD FENCE IN REAR						
73249	2746 WEST POINT RD..6H-1122-13	JAMES P & MARY C LAST	WHIRLWIND POSTHOLES & FENCING, LLC	\$50.00	\$3,495.00	Pending
[36-*** - Fence] REPLACING FENCE ON THE WEST SIDE OF THE LOT LINE						
73254	1324 BOND ST..5-1709	DAVID J & JULIE P NASS	DAVID J & JULIE P NASS	\$50.00	\$900.00	Pending
[36-*** - Fence] 210 FT. FENCE WILL BE WOOD OR VINYL						
73258	840-842 EDGEWOOD DR..21-4858	ERIC M & JANE P GERLACH	ROCKEY FENCE LLC	\$50.00	\$1,356.00	Closed
[36-*** - Fence] 4'CHAINLINK						
73271	1910 E MASON ST..21-1353	NICOLET REAL ESTATE & INVESTMENT CORP	ZIEMAN COMMERCIAL PROPERTIES	\$165.00	\$5,735.00	Pending
[36-*** - Fence] DUMPPAD 38 X 18 AND NEW FENCE						
73276	1813 WOOD LN..6H-1269-9	KOU P LOR	KOU P LOR	\$50.00	\$1,000.00	Closed
[36-*** - Fence] WOOD OR CHAINLINK FENCE						
73280	1505 FRANK ST..1-2714	MICHAEL R & JEAN M LARDINOIS	MICHAEL R & JEAN M LARDINOIS	\$50.00	\$1,000.00	Pending
[36-*** - Fence] 4' WOOD FENCE IN REAR/SIDE.						
73284	1523 WESTERN AV..6-117-B	BOON C & VANDY L CHANG	BOON C & VANDY L CHANG	\$50.00	\$600.00	Pending
[36-*** - Fence] 6' WOOD FENCE						
73288	829 ETHEL AV..18-941	DEBORAH A SZABLEWSKI	BAY SHORE DEVELOPMENT	\$50.00	\$5,000.00	Closed
[36-*** - Fence] 6' wood fence in rear.						
73291	510 5th ST..2-203	FERNANDO OLMOS FRANCO	FERNANDO OLMOS FRANCO	\$50.00	\$1,749.00	Pending
[36-*** - Fence] 6 WOOD FENCE						
73297	515-517 KELLY JO DR..6-2878	DANIEL J PARSCHE	ATLAS FENCING	\$50.00	\$1,500.00	Pending
[36-*** - Fence] 6' REAR FENCE						
73313	1169 SMITH ST..7-357	ROSS VANDEHEY	ROSS VANDEHEY	\$50.00	\$900.00	Pending
[36-*** - Fence] 6' CEDAR FENCE						
73317	1238 DELRAY DR..6H-2016	RICARD L & CELINDA M RODGERS	RICARD L & CELINDA M RODGERS	\$50.00	\$800.00	Closed
[36-*** - Fence] CHAINLINK 4' ALONG SIDES OF PROPERTY						
73321	1108 14th AV..1-1472	THOMAS J MUSSEL	THOMAS J MUSSEL	\$50.00	\$1,000.00	Closed
[36-*** - Fence] 6' WOOD FENCE ALONG SIDE LOT LINE						
73328	821 S QUINCY ST..16-154	DANIEL P & LAURA E MADIGAN	DANIEL P & LAURA E MADIGAN	\$50.00	\$14,000.00	Pending
[36-*** - Fence] FENCE						
73329	821 WINFORD AV..18-367	ROSS & KODI JENSEN	ROSS & KODI JENSEN	\$50.00	\$4,000.00	Pending

[36-*** - Fence] 6' WOOD FENCE IN REAR

73341	1940 VAN DEUREN ST..21-2144-13	NORMA I & DONAL MATUS	NORMA I & DONAL MATUS	\$50.00	\$2,180.00	Pending
[36-*** - Fence] 6' WOOD OR VINYL FENCE						
73359	1137 MARQUETTE AV..1-1500	CHAD S HODGINS	CHAD S HODGINS	\$50.00	\$500.00	Pending
[36-*** - Fence] 6' FENCE						
73378	710 KELLOGG ST..5-1062	KEVIN DE GRAVE	KEVIN DE GRAVE	\$50.00	\$500.00	Pending
[36-*** - Fence] 6' CEDAR FENCE IN REAR						
73393	2035 PREBLE AV..21-2197	SAMANTHA HAUCKE	SAMANTHA HAUCKE	\$50.00	\$2,000.00	Pending
[36-*** - Fence] 6' wood fence in backyard						
73398	1116 CHERRY ST..14-182	TIMOTHY J & TERI L ROAN	CUSTOM FENCE	\$50.00	\$3,080.00	Pending
[36-*** - Fence] 6' VINYL FENCE						
73406	962 HOLZER ST..18-831-A	MCKENZIE JOHNSON	MCKENZIE JOHNSON	\$50.00	\$1,800.00	Pending
[36-*** - Fence] 6' WOOD FENCE IN REAR						
73409	1427 ROCKDALE ST..6-868	THOMAS L & DEBRA A AMBROSIOUS	CUSTOM FENCE	\$50.00	\$11,300.00	Pending
[36-*** - Fence] 6' VINYL FENCE 10X12 PREFAB SHED						
73414	510 12th AV..2-602	LISA A SINCLAIR	LISA A SINCLAIR	\$50.00	\$300.00	Pending
[36-*** - Fence] FENCE						
73422	3233 HIGHLAND VIEW LN..21-7139	RUSSELL E LOCKARD	Z FENCING DECKING & RAILING	\$50.00	\$14,900.00	Pending
[36-*** - Fence] 6' vinyl fence						
73425	1313 GROSS AV..1-290	WAYNE R & JUDITH SASS	MI T FENCE	\$50.00	\$3,799.00	Pending
[36-*** - Fence] INSTALL FENCE ALONG THE NORTH LOT LINE AND ALONG THE SOUTH LOT LINE OF THE BACK YARD OF THE RESIDENCE TOTALING 121' OF 6' FENCE WITH ONE 10' GATE						
73427	1369 9th ST..6-203	PEOTTER PROPERTIES LLC	PEOTTER PROPERTIES LLC	\$70.00	\$0.00	Pending
[36-*** - Fence]						
73433	1615 DELORES ST..1-2344	THOMAS & DEBRA GERRITS	ATLAS FENCING	\$50.00	\$1,900.00	Pending
[36-*** - Fence] 6' WOOD FENCE						
73443	1664 SPRUCE ST..6-811-23	RITA A MCMAHON	BAY SHORE DEVELOPMENT	\$50.00	\$1,348.00	Pending
[36-*** - Fence]						
73455	1506 CARROLL AV..1-1405-B-1	JEFFREY & DARLENE M OUDEANS	JEFFREY & DARLENE M OUDEANS	\$50.00	\$840.00	Pending
[36-*** - Fence] 4' chainlink fence in rear.						
73458	1156 DAY ST..7-61	JOSEPH M MOLITORIS	JOSEPH M MOLITORIS	\$50.00	\$1,000.00	Pending
[36-*** - Fence] 6' wood fence in rear						
73459	3325 PAULA ST..22-2171	KONG LOR	CUSTOM FENCE	\$50.00	\$1,886.00	Pending
[36-*** - Fence] 4' chainlink in rear						
73464	1120 HICKORY HILL DR..1-1863	RICARDO MORALES	LITTLE ROCK FENCE	\$50.00	\$1,221.00	Pending
[36-*** - Fence] 4' chainlink fence						
73467	483 WELLAND AV..21-7526	PHILIP & LESLIE LEQUA	WHIRLWIND POSTHOLES & FENCING, LLC	\$50.00	\$7,748.00	Pending
[36-*** - Fence] 6' wood fence						

73480	1263 REED ST..3-1193 [36-*** - Fence]	PETER J MATCHEFTS	KYLE DARMODY	\$50.00	\$2,000.00	Pending
73486	1140 13th AV..1-734 [36-*** - Fence]	APRIL S CORNETTE	CUSTOM FENCE	\$50.00	\$2,700.00	Pending
73501	862 HOWARD ST..3-944 [36-*** - Fence] 6' wood fence	YEE & MO LEE	YEE & MO LEE	\$50.00	\$650.00	Pending
73521	1132 CHICAGO ST..14-1072 [36-*** - Fence] 6' WOOD FENCE ALONG SIDE LOT LINE.	DANNY J & GWEN A GREEN	CUSTOM FENCE	\$50.00	\$3,000.00	Pending
73526	1485 EMILIE ST..17-996 [36-*** - Fence] 4 ' chainlink fence in back yard, 339 total feet.	KATHERINE L VANDENBERGH	FENCE LINK	\$50.00	\$3,000.00	Pending
73529	1951 KNOTTY PINE DR..6H-3065 [36-*** - Fence] CHAINLINK	CARL J BERTH & JANICE E MARVIL	FENCE LINK	\$50.00	\$1,310.00	Pending
73530	831 MT MARY DR..21-1111-D-57 [36-*** - Fence] FENCE IN BACK YARD WILL OCCUR IN 4-6 WEEKS 4' WOOD FENCE	JOSEPH W & AMBER M R FAULDS	CUSTOM FENCE	\$50.00	\$5,000.00	Pending
73537	1883 BEECH TREE DR..6H-2088 [36-*** - Fence] 5' WOOD FENCE	BRADLEY T & SALLY J TERRELL	LITTLE ROCK FENCE	\$50.00	\$8,381.00	Pending
73541	609 PARK ST..5-1657 [36-*** - Fence] 6' WOOD FENCE ALONG SIDE AND REAR	CHRISTOPHER DUARTE & REINA J PENA	CHRISTOPHER DUARTE & REINA J PENA	\$50.00	\$1,200.00	Pending
73542	1635 FOREST GLEN DR..6-1660 [36-*** - Fence] 6' TREATED PINE FENCE	JORDAN D ZEISE	JORDAN D ZEISE	\$50.00	\$3,750.00	Pending
73551	1230 MATHER ST..18-402 [36-*** - Fence] 60 FT OF 6 FT HIGH, SOLID WOOD, PRIVACY FENCE ALONG THE REAR LOT LINE. THE FENCE WILL BE INSTALLED APPROXIMATELY 2 FEET FROM THE LOT LINE.	JONATHAN MOJOCK	JONATHAN MOJOCK	\$50.00	\$500.00	Pending
73553	1362 VANDERBRAAK ST..21-1647 [36-*** - Fence]	JOHN M & CAROL A GANTER III	FENCE LINK	\$50.00	\$2,750.00	Pending
73558	827 HOLSCHUH LN..21-6254 [36-*** - Fence] 6' CEDAR FENCE INSTALL CEDAR FENCE ON EAST PROPERTY LINE AND EXTEND 20 FEET TO WEST ON NORTH AND SOUTH EDGES-APPROX 123 FT OF 6 FT CEDAR - BOARD ON BOARD	BARRINGTON REVOCABLE LIVING TRUST	CUSTOM FENCE	\$50.00	\$4,253.10	Pending
73561	1130 ALPINE DR..21-6175 [36-*** - Fence] 6' VINYL FENCE IN REAR	DANIEL A & DARLENE A YUREK	CUSTOM FENCE	\$50.00	\$15,000.00	Pending
73070	128 N BROADWAY..4-154 [37-329 - Signs] New Wall Sign/Band - "International"	LORENZEN HOLDINGS LLC	CREATIVE SIGN COMPANY	\$101.60	\$800.00	Pending
73184	1515 6th ST..6-488-A [37-329 - Signs] New Wall Sign	PAYE INVESTMENTS LLC	Signs Plus, LLC	\$83.60	\$300.00	Pending
73243	514 S CLAY ST..14-861 [37-329 - Signs] Temporary Sign	SAINT PAUL EVANGELICAL LUTHERAN CHURCH	SAINT PAUL EVANGELICAL LUTHERAN CHURCH	\$30.00	\$590.00	Pending
73306	1301 BROSIG ST..21-7881 [37-329 - Signs] Install two temporary "Flutter Flag" signs along Brosig Street frontage. Install for 30 days.	GOODWILL INDUSTRIES OF NORTH CENTRAL WI INC	GOODWILL INDUSTRIES OF NORTH CENTRAL WI INC	\$30.00	\$90.00	Pending
73324	955 CHALLENGER DR..21-146-13	LEMEROND PROPERTIES II LLC	CREATIVE SIGN COMPANY	\$101.60	\$10,490.00	Pending

[37-329 - Signs]

73421	1726 SHAWANO AV..6-235-A	ST MARYS HOSPITAL MC ACCOUNTING	COLORTECH OF WISCONSIN	\$603.76	\$280,000.00	Pending
[37-329 - Signs] Overhaul of all signs on campus						
73454	1908 E MASON ST..21-1353	NICOLET REAL ESTATE & INVESTMENT CORP	QUICK SIGNS	\$89.60	\$1,800.00	Pending
[37-329 - Signs] New Wall Sign						
73223	421 5th ST..2-872	RICHARD M & TERESA J SCHROEDER	VANRITE CONSTRUCTION AND RESTORATION	\$30.00	\$2,500.00	Closed
[40-*** - Sanitary Sewers] SANITARY SEWER REPAIR						
73248	2980 JAUQUET DR..21-73-7	STUART & KATHLEEN HEYRMAN	TC PLUMBING	\$530.00	\$0.00	Closed
[40-*** - Sanitary Sewers] MINI STORM						
73270	239 N ASHLAND AV..4-124	DAVID JONES	ALL PHAZE	\$70.00	\$2,500.00	Pending
[40-*** - Sanitary Sewers] SANITARY REPAIR						
73281	820 E WALNUT ST..14-317	NAVARINO COLLECTIVE LLC	RAMCO CONSTRUCTION	\$0.00	\$4,300.00	Closed
[40-*** - Sanitary Sewers] LEAD PIPE REPLACEMENT						
73289	414 S WEBSTER AV..14-769	BRAM PROPERTIES LLC	RAMCO CONSTRUCTION	\$0.00	\$4,200.00	Closed
[40-*** - Sanitary Sewers] LEAD PIPE REPLACEMENT						
73303	1284-1286 LIBERTY ST..1-1403-B	NANCY L KUEHN	RICHARD TILLMAN	\$530.00	\$800.00	Pending
[40-*** - Sanitary Sewers] MINI STORM						
73307	610 ANTELOPE TR..6H-3873	ROBERT L OSGOOD	VANRITE PLUMBING	\$30.00	\$4,000.00	Closed
[40-*** - Sanitary Sewers] WATER LATERAL REPAIR						
73318	704 EMILIE ST..16-211	PATRICIA A TAYLOR	CHAMPION TRENCHING	\$530.00	\$675.00	Closed
[40-*** - Sanitary Sewers] MINI STORM SEWER						
73353	1757-1759 LORETTA LN..21-2542-K-31	ANDREW J & JANE A BASTEN	CHAMPION TRENCHING	\$530.00	\$600.00	Closed
[40-*** - Sanitary Sewers] MINI STORM						
73354	1004 NICOLET AV..2-972	JOHN R & COLLEEN M RHOADES	CHAMPION TRENCHING	\$530.00	\$400.00	Pending
[40-*** - Sanitary Sewers] MINI STORM						
73385	722 EMILIE ST..16-192	SHANE TODT	CHAMPION TRENCHING	\$530.00	\$600.00	Pending
[40-*** - Sanitary Sewers] MINI STORM SEWER						
73405	705 10th AV..2-407	ROBERT & MELIDA WAGNER	SINCLAIR PLUMBING INC	\$30.00	\$0.00	Closed
[40-*** - Sanitary Sewers] SEWER REPAIR						
73430	1226 N PLATTEN ST..18-784	MICHAEL O & AMY J DEMERS	ACE SEWER & WATER	\$530.00	\$500.00	Pending
[40-*** - Sanitary Sewers] MINI STORM						
73574	605 ST. GEORGE ST..7-710-A	AGUSTIN S & MARIA A LARA	VANRITE PLUMBING	\$0.00	\$4,850.00	Pending
[40-*** - Sanitary Sewers] LEAD PIPE WATER						
73575	1271 CROOKS ST..14-1327	FRANK H & SARA J THEYS	VANRITE PLUMBING	\$0.00	\$4,000.00	Pending
[40-*** - Sanitary Sewers] LEAD PIPE WATER						
73319	700 EMILIE ST..16-210	PETER B W C & KRISTINE M ANDREWS	CHAMPION TRENCHING	\$530.00	\$400.00	Closed

[42-*** - Mini Sewers] MINI-STORM SEWER

73460	1102 S JACKSON ST..16-193	CHARLES & CHEENOUNG DUPEE	MATT'S SERVICES	\$530.00	\$0.00	Pending
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[42-*** - Mini Sewers] MINI-SEWER CONNECTION

73565	409 BRETCOE DR..21-2678-T-24	CHRISTOPHER J SPECKHARD & ELAINE H KAUH	VANRITE PLUMBING	\$530.00	\$1,200.00	Pending
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[42-*** - Mini Sewers] MINI STORM SEWER CONNECTION

73225	1700 OAK LEAF DR..6H-1269-30	DUWAYNE L WESCOTT	HOCKERS PLUMBING	\$50.00	\$7,000.00	Pending
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[44-*** - Water heaters/Appliances] BATHROOM REMODEL

73259	510 BLUEBIRD LN..6-1785	PATRICIA R LOHREY	TUNDRALAND	\$50.00	\$8,800.00	Closed
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[44-*** - Water heaters/Appliances] SHOWER

73260	1560 CAREFUL DR..6-1027-32	THOMAS E & KELLIE J DEKARSKE	TUNDRALAND	\$50.00	\$4,495.00	Closed
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[44-*** - Water heaters/Appliances] SHOWER

73266	711 MATHER ST..5-1120	AMOS J & VERONICA A GESKE	NEWCAP, INC.	\$30.00	\$0.00	Pending
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[44-*** - Water heaters/Appliances] WATER HEATER

73268	3335 NAUTICAL AV..22-1493	DAVID L & AMANDA L DUCHAN	NEWCAP, INC.	\$30.00	\$0.00	Pending
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[44-*** - Water heaters/Appliances] WATER HEATER

73300	311 FINK ST..5-465	MARY M BERG	SUAMICO PLUMBING, LLC	\$50.00	\$2,500.00	Pending
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[44-*** - Water heaters/Appliances] PLUMBING FIXTURES

73323	1499-1507 CAPITOL DR..6-146-A	CHARLES A & MARILYN J PERRY	OGDEN PLUMBING	\$140.00	\$3,000.00	Pending
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[44-*** - Water heaters/Appliances] REPLACING TWO WATER HEATERS FOR RELIABLE WATER SERVICE

73365	1510 LEO ST..6-1688	MARVIN G PAVLIK	NEWCAP, INC.	\$30.00	\$0.00	Pending
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[44-*** - Water heaters/Appliances] WATER HEATER

73366	1584 CAREFUL DR..6-1027-36	ROBERT J & SHIRLEY HOEGGER	NEWCAP, INC.	\$30.00	\$0.00	Pending
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[44-*** - Water heaters/Appliances] WATER HEATER

73395	2518 SUN TERR..21-4632	LEE XIONG	NEWCAP, INC.	\$30.00	\$0.00	Pending
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[44-*** - Water heaters/Appliances] WATER HEATER

73396	2222 NEWBERRY AV..21-91-6	WELLS FARGO	NEWCAP, INC.	\$30.00	\$0.00	Closed
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[44-*** - Water heaters/Appliances] WATER HEATER

73397	834 BADER ST..21-1419-L-4	PEARL JADIN	NEWCAP, INC.	\$30.00	\$0.00	Pending
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[44-*** - Water heaters/Appliances] WATER HEATER

73514	1206 RICHARDINE CT..6-2216	GREGORY P TILKENS	BEVERS & FISCHERS PLUMBING	\$30.00	\$376.00	Pending
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[44-*** - Water heaters/Appliances] WATER HEATER

73520	134 ALVINA ST..6-268-1	WORTH L & ROSEMARY LAES	VANDENHEUVEL PLUMBING	\$70.00	\$1,700.00	Pending
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[44-*** - Water heaters/Appliances] WATER HEATER

73245	1354 SMITH ST..7-151	CARLOS & VERONICA RAMOS	DE BAKER, INC.	\$50.00	\$800.00	Closed
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[46-*** - Electrical Service Change] ELEC SVS UPGRADE

73257	300 S BROADWAY..3-591	SANCTUARY SPAS LLC	DE BAKER, INC.	\$70.00	\$400.00	Closed
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[46-*** - Electrical Service Change] ELEC SVS REPAIR

73273	1015 HOWARD ST..3-504	JOHN B & BONNIE L TANK	DE BAKER, INC.	\$50.00	\$0.00	Closed
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
73279	1826 DEBRA LN..21-820-M-48	JOSE R & ANA K MACIEL	NICKEL ELECTRIC INC	\$50.00	\$500.00	Closed
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
73295	1001 DISCOVERY RD..21-174-5	MJM REAL ESTATE LLC	FORWARD ELECTRICAL CONTRACTORS, LLC	\$140.00	\$24,000.00	Pending
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
73316	1510 S LOCUST ST..6-1570	KEVIN R GILLE	PACKERLAND ELECTRIC	\$50.00	\$0.00	Pending
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
73333	2474 DECKNER AV..21-88-1	DANNY L MCGOWAN	DE BAKER, INC.	\$50.00	\$1,000.00	Closed
[46-*** - Electrical Service Change] ELEC PANEL CHANGE						
73334	1679 BADGER ST..6-553	RANDALL & BARBARA A VANDEHEI	STAR ELECTRIC SERVICE, INC.	\$50.00	\$2,200.00	Closed
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
73335	822 BOND ST..5-1214	EUGENE & LINDA DE BRASKE	STAR ELECTRIC SERVICE, INC.	\$50.00	\$2,000.00	Pending
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
73336	920 BOND ST..5-238	KEVIN C & DEBORAH A WOOD	STAR ELECTRIC SERVICE, INC.	\$50.00	\$1,300.00	Pending
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
73410	801 ELMORE ST..5-1470	DAVID J VANDENHEUVEL	ADAM CLEVEN ELECTRIC LLC	\$50.00	\$300.00	Closed
[46-*** - Electrical Service Change] SERVICE CHANGE 60 TO 100 AMP						
73417	947 REDLEY CT..1-1296-A	MERWIN J DASHNIER	VOS ELECTRIC	\$50.00	\$2,300.00	Closed
[46-*** - Electrical Service Change] SVS UPGRADE						
73419	900 ROSCOE ST..1-1557	NATHAN R BROSIG	STIEGLER ELECTRIC	\$50.00	\$900.00	Pending
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
73428	1066 MATHER ST..18-1416	GREEN BAY DREAM ENTERPRISES LLC	CITY OF GREEN BAY	\$0.00	\$50,000.00	Closed
[46-*** - Electrical Service Change] ELEC SVS INSTALL						
73436	1748 BURNS AV..6-1806	DOUGS RENOVATIONS LLC	D&K ELECTRICAL SOLUTIONS	\$50.00	\$1,500.00	Pending
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
73437	236 N ONEIDA ST..5-682	LOIS D TOLLEFSON	HUNTER ELECTRIC	\$50.00	\$1,700.00	Closed
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
73451	1566 MORROW ST..19-200	JEFFREY M THORPE	CHRISTOPHER NEJEDLO ELECTRIC	\$50.00	\$2,568.00	Pending
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
73538	1035 LIME KILN RD..21-1359-1-2	GREGORY L & JO A BENO	THOMAS ELECTRIC	\$50.00	\$1,500.00	Pending
[46-*** - Electrical Service Change] ELEC SVS CHANGE						
73554	305 S QUINCY ST..14-490	T & F PREFERRED PROPERTIES LLC	NEW HORIZON ELECTRIC	\$70.00	\$3,300.00	Pending

[46-*** - Electrical Service Change] ELEC SVS UPGRADE

73566	920 REDWOOD DR..2-1140	GERALD A & GLORIA BLOM	VOS ELECTRIC	\$50.00	\$1,890.00	Pending
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[46-*** - Electrical Service Change] ELEC SVS UPGRADE

73567	2733 KLEE ST..6H-1541	DAVID G & AMY JO ZANDER	VOS ELECTRIC	\$50.00	\$2,365.00	Pending
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[46-*** - Electrical Service Change] ELEC SVS UPGRADE

73233	1667 DEBRA LN..21-1111-P-20	THOMAS G WEYERS	AEI ELECTRIC LLC	\$50.00	\$600.00	Pending
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[47-*** - Electrical Service Repair] ELEC SVS REPAIR

73236	1145 DAY ST..7-221	COVER RENTALS LLC	CENTER VALLEY ELECTRIC	\$50.00	\$600.00	Closed
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[47-*** - Electrical Service Repair] ELEC SVS REPAIR

73239	2034 AUGUST ST..21-1361-3	HARPAZO LLC C/O COLLIERS INTERNATIONAL	CURRENT ELECTRICAL SERVICES	\$70.00	\$3,500.00	Pending
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[47-*** - Electrical Service Repair] BATHROOM FANS

73274	1028 N ASHLAND AV..18-540	GREEN BAY PLASTICS INC	STIEGLER ELECTRIC	\$50.00	\$1,000.00	Pending
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[47-*** - Electrical Service Repair] ELEC SVS REPAIR

73322	1341 STATE ST..1-1371	GREEN BAY DROP FORGE CO	ELAND ELECTRIC CORP	\$70.00	\$3,000.00	Closed
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[47-*** - Electrical Service Repair] EMERGENCY ELEC REPAIR

73350	444 ABRAMS ST..21-2667	WYATT SMET	DE BAKER, INC.	\$50.00	\$500.00	Closed
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[47-*** - Electrical Service Repair] ELEC SVS REPAIR

73384	1225 SHADOW LN..1-2218	ROBERT & PATRICIA ENDRIES	NORTHERN ELECTRIC, INC.	\$50.00	\$4,600.00	Closed
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[47-*** - Electrical Service Repair] ELEC PANELS REPLACEMENT

73499	829 ROYAL BLVD..18-1258	TRICIA A MILLAR	J & M ELECTRIC	\$50.00	\$500.00	Pending
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[47-*** - Electrical Service Repair] ELEC SVS REPAIR

73121	1400 BYLSBY AV..6-35	FOX RIVER TERMINALS LLC	ELAND ELECTRIC CORP	\$70.00	\$118,640.00	Closed
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALL 800 AMP SERVICE FOR CONVEYOR SYSTEM

73247	310 14th AV..3-770	MICHELLE PRODELL	WAGNER ELECTRICAL SERVICES	\$50.00	\$300.00	Closed
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELEC UPGRADES

73390	111 CLEVELAND ST..3-246	NENG VANG & NOU LEE	J & M ELECTRIC	\$50.00	\$0.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] TEMP ELEC SVS

73420	1144 LAWE ST..17-97	JEREMY A & SARAH S MURASKI	RICK STEFFENS ELECTRIC, LLC	\$50.00	\$900.00	Closed
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELEC PANEL CHANGE

73424	1350 CASS ST..17-453	CHAD W & LISA R EAVES	CHAD W & LISA R EAVES	\$50.00	\$0.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] MISC WIRING IN GARAGE

73452	1591 ARNOLD DR..6-303-11	JOANNE M ALDEGARIE	CHRISTOPHER NEJEDLO ELECTRIC	\$50.00	\$1,250.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELEC SVS UPGRADES

73465	1263 STUART ST..14-1361	N H S OF GREEN BAY II LLC	STIEGLER ELECTRIC	\$50.00	\$600.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELEC SVS REPAIR						
73507	1419 N CLAY ST..20-259-1	JORGE ROMERO MARTINEZ	ELECTRIC SERVICES OF WI LLC	\$50.00	\$0.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELEC TO NEW A/C						
73344	1653 NANCY AV..6-1246	PATRICK J & DEBRA SWIEKATOWSKI	VANDENHEUVEL PLUMBING	\$30.00	\$3,500.00	Pending
[49-*** - backwater valve/sump pump] STORM REPAIR						
73174	1263 OREGON ST..5-671-1	JASON R DOXTATOR	TITON SERVICES	\$50.00	\$3,800.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
73209	1336 S FISK ST..6-1218	AGNES M LEPAK LE	HURCKMAN MECHANICAL, INC.	\$50.00	\$6,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
73210	1795 ASBURY CIR..6-153	JOHN & DIANNE KOEPLER	HURCKMAN MECHANICAL, INC.	\$50.00	\$4,897.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
73211	1170 DIVISION ST..5-1344-A	BARBARA S BASCHE	HURCKMAN MECHANICAL, INC.	\$50.00	\$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
73212	1605 BRIQUELET ST..6-1446	ROBERT & BENITA BLOMILEY	HURCKMAN MECHANICAL, INC.	\$50.00	\$0.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
73213	2485 WILDWOOD DR..21-5955	PATRICK & DIANE FORD	HURCKMAN MECHANICAL, INC.	\$50.00	\$0.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
73261	1236 LANGLADE AV..1-425-2	JEFFERY J & JANICE M POWELS	VAN'S HEATING & AC	\$50.00	\$5,326.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
73262	835 11th AV..2-476	RONALD J DEVOS JR	WESLEY HEATING AND SHEET METAL	\$50.00	\$2,680.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
73263	1281 MINAHAN ST..18-1340	VALERIE L JAKSIC	WESLEY HEATING AND SHEET METAL	\$50.00	\$2,777.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
73264	709 12th AV..2-504	KYLE MATUCHESKI	NEWCAP, INC.	\$50.00	\$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] WATER HEATER						
73265	3335 NAUTICAL AV..22-1493	DAVID L & AMANDA L DUCHAN	NEWCAP, INC.	\$50.00	\$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
73267	711 MATHER ST..5-1120	AMOS J & VERONICA A GESKE	NEWCAP, INC.	\$50.00	\$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
73292	1141 14th AV..1-32	TIM C & BARBARA J DAHLIN	ULTIMATE AIR INC	\$50.00	\$0.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONING						
73298	1150 S NORWOOD AV..1-551	DAVID REAVES	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,807.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
73299	1019 ST. GEORGE ST..7-353	RICK VANDRISSE	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,264.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73305	515 LORRAINE LN..21-4332	JEFFREY R & RANISSA R WILKEN	IDEALAIR HEATING & COOLING INC.	\$50.00	\$2,408.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73325	1042 GRAY CT..18-756-2	MARK NAZE	BASSETT MECHANICAL	\$70.00	\$124,310.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73345	1933 STRAWBERRY LN..6H-1508-M-4	RYAN M & KRYSTLE A ABEL	COMFORT CONTROL SYSTEMS	\$50.00	\$9,940.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73346	1926 DEBRA LN..21-820-M-62-A	JOSE A REYNOSO MARTINEZ	BLACK-HAAK HEATING, INC.	\$50.00	\$2,000.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

73347	1279 SAN JOSE PL..3-1285	RICHARD L & SANDRA K GOLTZ	VAN'S HEATING & AC	\$50.00	\$4,690.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73348	811 STONY BROOK LN..6-792	EDWIN F KARR	ROBINSON HEATING & COOLING	\$50.00	\$3,000.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

73349	1338 EMILIE ST..17-576	ERIC J CARTER & CHRISTINE C PIGEON	K KELLY INC	\$50.00	\$3,000.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73351	3518 HIGHLAND CENTER DR E..21-5550-3	ANN L MASSEY	LAKESHORE HEATING & COOLING	\$50.00	\$2,300.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73360	3089 BIRDIE CT..6H-3121	ROBERT G & JODI L LINZ	IDEALAIR HEATING & COOLING INC.	\$50.00	\$6,436.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73361	1177 SHADOW LN..1-2226	DOROTHY HARRSCH	IDEALAIR HEATING & COOLING INC.	\$50.00	\$4,816.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

73363	1085 WESTERN AV..3-672	GARY L & HOLLY A DUQUAINE JR	IDEALAIR HEATING & COOLING INC.	\$50.00	\$2,298.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

73367	813 S BAIRD ST..17-739-A	CHRISTINE M EMMEL	NEWCAP, INC.	\$50.00	\$0.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

73368	314 QUINTON ST..21-1458	AMANDA L SOMMERFELDT	BAY AREA SERVICES INC	\$50.00	\$2,600.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73369	3169 TOBERMORY DR..21-5290	NANCY M REVELLE	BAY AREA SERVICES INC	\$50.00	\$3,484.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73370	1429 DAY ST..7-644	GILDARDO MARTINEZ	BAY AREA SERVICES INC	\$50.00	\$2,750.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73371	649 CALVIN CT..21-3782	NATHANIEL P & MEAGAN K BLAZEJEWSKI	BAY AREA SERVICES INC	\$50.00	\$7,100.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

73372	815 TOMMARK ST..2-1413	GARY & ROSEMARY HEIN	BAY AREA SERVICES INC	\$50.00	\$10,700.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73373	1018 HEYRMAN ST..21-1514-K-21	MARY M HENRY	BAY AREA SERVICES INC	\$50.00	\$5,800.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73386	2430 E MASON ST..21-126-11	SPIRIT SPE PORTFOLIO 2006-1 LLC	NORTH AMERICAN MECHANICAL, INC.	\$70.00	\$5,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

73389	1742 DOUSMAN ST..6-1875	MARY L ELLEVOLD	BLACK-HAAK HEATING, INC.	\$50.00	\$2,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73391	106 WOODLAWN AV..3-1078	WILLIAM H WEBSTER III	ULTIMATE AIR INC	\$50.00	\$0.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73392	1702 CARROLL AV..1-2412	TIMOTHY J & TINA M MOUREAU	FOREMAN HEATING & VENT INC	\$70.00	\$2,900.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73394	2518 SUN TERR..21-4632	LEE XIONG	NEWCAP, INC.	\$50.00	\$0.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

73399	1201 SANDSTONE PL..6H-3024	STEVEN W & LISA M GIESE II	BAY AREA SERVICES INC	\$50.00	\$4,450.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73400	2511 WILDER CT..21-6530-2	ALAN T CALLAWAY	BAY AREA SERVICES INC	\$50.00	\$5,300.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

73411	1560 WESTERN AV..6-134	ALDI INC	MID CITY PLUMBING & HEATING INC	\$70.00	\$4,900.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

73418	2235 MAIN ST..21-127-4	SILK PURSE PROPERTIES GREEN BAY LLC	K KELLY INC	\$140.00	\$0.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

73440	2485 VAGABOND ST..21-3203	FELIX J & SANDRA A WILDFONG	COMFORT CONTROL SYSTEMS	\$50.00	\$6,490.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73441	1913-1915 MULBERRY LN..6H-1508-M-23	PINNACLES UNLIMITED LLC	SINKLER HEATING & COOLING, INC	\$50.00	\$4,400.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73442	1913-1915 MULBERRY LN..6H-1508-M-23	PINNACLES UNLIMITED LLC	SINKLER HEATING & COOLING, INC	\$50.00	\$4,400.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73444	2517 WILDER CT..21-6530-3	DUANE E & KANDACE L DEGREEF	APEX HEATING & AIR CONDITIONING	\$50.00	\$11,916.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

73445	1737 S NORWOOD AV..1-1141	LAURIE ALVARADO CRUZ	APEX HEATING & AIR CONDITIONING	\$50.00	\$4,775.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73468	485 DELWICHE RD..21-4098	PATRICK W & JENNIFER A BOWMAN	SINKLER HEATING & COOLING, INC	\$50.00	\$4,295.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73469	1108 S CLAY ST..17-12	ROBERT K & CATHERINE A A SCHNEIDER	PROFESSIONAL HEATING & AIR CONDITIONING OF GREEN BAY, INC	\$50.00	\$3,054.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73470	1643 EDISON ST..21-1338-7	CLYDE & JANICE STIPE	COMFORT CONTROL SYSTEMS	\$50.00	\$9,200.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

73471	413 ROYAL BLVD..5-1329-A-1	MARCIA L COLLETTE	FOREMEN HEATING & VENT INC	\$50.00	\$7,940.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73473	446 BADER ST..21-446-8	GRACIELA ALVARADO MERCADO	BAY AREA SERVICES INC	\$50.00	\$11,850.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73474	248 ALPINE DR..21-3326	US BANK TRUST NA	BAY AREA SERVICES INC	\$50.00	\$5,950.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

73477	1165 CASS ST..14-1121	MELODIE L GATES	K KELLY INC	\$50.00	\$4,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73491	674 LAVERNE DR..21-1111-D-179	ADAM W & ALISSA M WARPINSKI	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,310.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

73492	1127 13th AV..1-700	KURTIS E & MARY L NORDBECK	APEX HEATING & AIR CONDITIONING	\$50.00	\$7,516.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

73493	855 WAVERLY PL..1-1331	ROBERT R BLISH	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,345.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73494	1419 N CLAY ST..20-259-1	JORGE ROMERO MARTINEZ	YOSS HEATING & COOLING LLC	\$50.00	\$6,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73495	1830 CHRISTIANA ST..6-258-E-1	LAWRENCE M & SHARON L WEBSTER	IDEALAIR HEATING & COOLING INC.	\$50.00	\$2,500.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73496	532 S VAN BUREN ST..14-619	WOLFGANG GRASSL & REBECCA C PROEFROCK	K KELLY INC	\$50.00	\$3,800.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73498	2665 SEQUOIA LN..6H-2301	CHRISTOPHER J & LAURA L ADAMS	HEALTHY HOMES HEATING & COOLING	\$50.00	\$5,169.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73504	922 ABRAMS ST..21-5729	MARIA DEL ROSARIO MENDEZ	BAY AREA SERVICES INC	\$50.00	\$2,600.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73506	1427 PACKERLAND DR..6H-1127-11	BARBARA M SHAW	IDEALAIR HEATING & COOLING INC.	\$50.00	\$2,630.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

73510	1594 AMY ST..8-664-1	ADAM M BLACKMAN	HEALTHY HOMES HEATING & COOLING	\$50.00	\$2,997.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73522	1590 BOLAND RD..6-1224-A	JOSEPH P ELIASON	BAY AREA SERVICES INC	\$50.00	\$6,800.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

73523	822 MULLET PL..1-1070	DAVID L & KATHLEEN M SNYDER	BAY AREA SERVICES INC	\$50.00	\$7,600.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73524	726 BASCOM WAY..21-3057	ROGER S & SUSAN M LINDGREN	BAY AREA SERVICES INC	\$50.00	\$2,800.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73546	1930 KNOTTY PINE DR..6H-3053	KIM J & BARBARA A BOERST	ENGEBOS HEATING & COOLING INC	\$50.00	\$2,759.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
73547	1775 BURNS AV..6-1929	JANICE M BOETTCHER	ENGEBOS HEATING & COOLING INC	\$50.00	\$2,357.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
73548	1016 MORaine WAY 1..6-2789-1		ROBINSON HEATING & COOLING	\$50.00	\$2,300.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
73555	1140 REED ST..5-693	JASON J FRENN & MARISOL C EVANS	ACTION HEATING & COOLING	\$50.00	\$4,668.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
73557	2323 LAKESIDE PL..21-890	LYNN E WALTER	COMFORT CONTROL SYSTEMS	\$50.00	\$11,790.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
73560	3121 SQUIRE CT..6H-3930	SCOTT W CIANO	SINKLER HEATING & COOLING, INC	\$50.00	\$10,770.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
73544	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CORP	JF AHERN	\$300.00	\$89,500.00	Pending
[53-*** - Fire protection Sprinkler] Upgrading fire supression on BLDG 100 on the 1st floor						
73484	123 N OAKLAND AV..3-1068	ROBERT J PAIDER	ERIC WENDT	\$70.00	\$6,000.00	Pending
[57-*** - Parking lot (New & Reconstruction)] Not going below subgrade, just resurfacing.						
71592	3410 INDIGO BLUFF DR..21-8248	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	\$889.04	\$0.00	Pending
[59-*** - Subdivision (Erosion control, Fill, Excavation)]						
73244	1601 DANCING DUNES DR..6H-1187	GREEN BAY AREA PUBLIC SCHOOL DISTRICT LOMBARDI	HURCKMAN MECHANICAL, INC.	\$140.00	\$113,300.00	Pending
[60-*** - New HVAC System] 2 BOILERS						
73290	1150 BELLEVUE ST..21-459	GREEN BAY AREA PUBLIC SCHOOL DISTRICT	HURCKMAN MECHANICAL, INC.	\$140.00	\$47,700.00	Pending
[60-*** - New HVAC System] FURNACE & AIR CONSITIONER						
73315	1806 BOND ST..6-61-A	GREEN BAY AREA PUBLIC SCHOOL DISTRICT KELLER	HURCKMAN MECHANICAL, INC.	\$140.00	\$246,900.00	Pending
[60-*** - New HVAC System] Replacing 2 pieces of equipment - Condensing unit on roof and chiller unit. \$70 fee for each piece of equipment.						
73383	2343 E MASON ST..21-4567	WILLIAM R & CAROLYN W MEIER	TOTAL COMFORT LLC	\$350.00	\$17,000.00	Pending
[60-*** - New HVAC System] 2 GAS FURNACES; 2 AIR CONDITIONERS; 1 MINI-SPLIT HEAT PUMP						
73304	1911 JUNIPER DR..21-3215	RICHARD E & CATHERINE B MC CLURE	TUNDRALAND	\$50.00	\$10,291.00	Closed
[62-*** - repair/alter existing plumbing system] SHOWER						
73456	886 HUBBARD ST..5-553	HAROLD R & MARIAN P MAIER	RAMCO CONSTRUCTION	\$0.00	\$4,200.00	Pending
[62-*** - repair/alter existing plumbing system] LEAD PIPE REPLACEMENT						
73481	610 9th ST..1-749	JAMES T HOWARD	RAMCO CONSTRUCTION	\$0.00	\$4,950.50	Closed
[62-*** - repair/alter existing plumbing system] LEAD SERVICE REPLACEMENT						
73482	321 S JACKSON ST..14-673	JJP ACQUISITIONS LLC	VANRITE PLUMBING	\$0.00	\$4,500.00	Closed
[62-*** - repair/alter existing plumbing system] LEAD PIPE REPLACEMENT						
73502	201 N WASHINGTON ST..12-23	GOELZ JEFFREY J LIVING TRUST	DEKEYSER CONSTRUSCTION	\$30.00	\$1,500.00	Closed

[62-*** - repair/alter existing plumbing system] REPAIR OUTSIDE SANITARY LATERAL IN ALLEY

73505	929 N MAPLE AV..18-489	MARK R ROWE	TUNDRALAND	\$50.00	\$4,995.00	Pending
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[62-*** - repair/alter existing plumbing system] SHOWER

73513	909 GREEN RIDGE DR..6H-2678	RONALD L MOENS	STEVE MUSIAL PLUMBING INCORPORATED	\$50.00	\$0.00	Pending
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[62-*** - repair/alter existing plumbing system] BOILER

73545	1650 DOUSMAN ST..6-227-A	JOHN H & SUSAN F VANDEN AVOND	TUNDRALAND	\$50.00	\$3,995.00	Pending
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[62-*** - repair/alter existing plumbing system] SHOWER

73556	3020 BAY VIEW DR..21-1111-D-285	DIANNA L AMATUZIO	TUNDRALAND	\$50.00	\$5,475.00	Pending
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[62-*** - repair/alter existing plumbing system] SHOWER

73563	805 CORA ST..3-430	RAYMOND B DUMAS	VANRITE PLUMBING	\$30.00	\$2,500.00	Pending
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[62-*** - repair/alter existing plumbing system] REPAIR LEAKING CURB STOP

73564	123 N OAKLAND AV..3-1068	ROBERT J PAIDER	VANRITE PLUMBING	\$0.00	\$4,500.00	Pending
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[62-*** - repair/alter existing plumbing system] REPLACE LEAD PIPE

73540	720 S HURON RD..21-172-1	CITY OF GREEN BAY-CLERK	WIGDAHL ELECTRIC	\$70.00	\$15,000.00	Pending
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[94-*** - Alteration to existing cell tower
] Replacing equipment on the tower

73412	2216 ANGIE AV..20-694	MCDONALD LUMBER CO	AG EXCAVATING	\$30.00	\$0.00	Pending
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[200-*** - water service] WATER LATERAL

Totals:	342 projects			\$138,484.74	\$35,936,757.60	
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Summary of Projects Issued

5/1/2018 to 5/31/2018

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
01 Single Family House, Detached	12	12	24	12	12	12	12	0	\$15,450.88	\$3,265,973.00
08 3-4 Family Building (refer to 06-103).	1	0	1	1	1	1	1	0	\$6,568.18	\$2,644,325.00
48 Electrical Wiring (Misc., Alteration, Repair)	8	0	0	0	8	0	0	0	\$420.00	\$121,690.00
46 Electrical Service Change	21	0	0	0	21	0	0	0	\$1,130.00	\$100,523.00
47 Electrical Service Repair	8	0	0	0	8	0	0	0	\$440.00	\$14,300.00
50 Heating Unit Replacement/ Air Conditioning	73	0	0	0	0	73	0	0	\$3,820.00	\$424,714.00
42 Mini Sewers	3	0	0	0	0	0	3	0	\$1,590.00	\$1,600.00
62 repair/alter existing plumbing system	11	0	0	0	0	0	11	0	\$310.00	\$46,906.50
16 Temporary Office or Trailer	4	0	0	4	3	0	0	0	\$490.00	\$9,507.00
22 Shed, Yard Building	13	3	3	13	0	0	0	0	\$800.00	\$48,082.00
11 Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories).	1	0	2	1	1	0	0	1	\$1,674.00	\$80,000.00
13 Addition to Commercial, Non-Residential Non-housekeeping	1	0	1	1	1	1	1	1	\$631.75	\$0.00
19 Addition to Garage, Carport (Residential)	1	1	1	1	1	0	0	0	\$150.00	\$46,000.00
02 Single-Family Residential Building, Alteration	14	5	12	14	13	7	10	1	\$3,695.83	\$926,400.00
10 Multi-Family Residential Building Alteration	1	0	0	1	0	0	0	0	\$70.00	\$5,000.00
12 Commercial, Non-Residence, Non-Housekeeping, Alteration	21	3	23	21	15	11	12	3	\$37,827.22	\$8,098,476.00
21 Demolition of all Other Buildings or Structures	4	0	0	4	1	0	0	0	\$250.00	\$4,500.00
17 New Garage or Carport	6	6	6	6	6	1	0	0	\$1,103.05	\$69,000.00
18 Remodel Garage or carport or Shed	1	0	1	1	1	0	0	0	\$125.00	\$5,000.00
23 Deck, Porch, Patio	13	5	6	13	0	0	0	0	\$925.00	\$44,750.00
25 Swimming Pool	1	1	0	1	1	0	0	0	\$125.00	\$1,500.00
26 Fireplace, Chimney	1	0	0	1	0	0	0	0	\$50.00	\$0.00
28 Foundation Repair	2	0	0	2	0	0	0	0	\$100.00	\$34,320.00
33 Roofing	3	0	0	3	0	0	0	0	\$605.00	\$299,690.00
34 Window, Door, Replacement	2	0	0	2	0	0	0	0	\$100.00	\$13,500.00
35 Driveway Expansion	12	0	0	12	0	0	0	0	\$600.00	\$38,100.00
36 Fence	55	1	0	55	1	0	0	0	\$2,905.00	\$177,135.10
37 Signs	7	5	0	7	1	0	0	0	\$1,040.16	\$294,070.00
40 Sanitary Sewers	15	0	0	15	0	0	0	0	\$3,870.00	\$29,925.00
44 Water heaters/Appliances	14	0	0	0	0	0	14	0	\$650.00	\$27,871.00
53 Fire protection Sprinkler	1	0	1	1	0	0	0	0	\$300.00	\$89,500.00
57 Parking lot (New & Reconstruction)	1	0	0	1	0	0	0	0	\$70.00	\$6,000.00
59 Subdivision (Erosion control, Fill, Excavation)	1	1	1	1	0	0	0	0	\$889.04	\$0.00
60 New HVAC System	4	0	1	0	0	4	0	0	\$770.00	\$424,900.00
11 public works, utilities(transportation, water supply, heat, communication, power, sewage disposal)	1	1	0	1	0	0	0	0	\$462.50	\$0.00

11 schools, other educational(schools, libraries, academics, universities, museums, observatories)	1	1	3	1	1	1	1	1	\$48,172.13	\$18,508,000.00
200 water service	1	0	0	0	0	0	1	0	\$30.00	\$0.00
49 backwater valve/sump pump	1	0	0	0	0	0	1	0	\$30.00	\$3,500.00
94 Alteration to existing cell tower	1	0	0	1	0	0	0	0	\$70.00	\$15,000.00
05 Raze Sungle-Family house(attached or detached)	1	0	1	1	0	0	1	1	\$175.00	\$17,000.00
Totals:	342	45	87	198	96	111	68	8	\$138,484.74	\$35,936,757.60



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year May, 2018	
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.)	\$ 91,164.58	\$ 91,164.58			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 38,521.96	\$ 33,309.51		\$ 5,212.45	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 22,440.79			\$ 22,440.79	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 9,878.88		\$ 9,878.88		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 8,815.47		\$ 3,969.54	\$ 4,845.93	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 12,556.68			\$ 12,556.68	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 399.72		\$ 399.72		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 934.80			\$ 934.80	
12. Adjustments (Attach Explanation)	\$ -256.42	\$ -103.42	\$ -10.00	\$ -143.00	
13. Totals	\$ 184,456.46	\$ 124,370.67	\$ 14,238.14	Pay This Amount \$ 45,847.65	

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature: *Neil Basten* Date: 6-1-18

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: *Paul R. Manly* Date: 6/5/18

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name: Neil Basten Telephone # 920-448-3131 Email Address neilba@greenbaywi.gov



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

June 01, 2018

State of Wisconsin
Court Fines and Assessments
Box 93304
Milwaukee, WI 53293-0304

Please be advised of the following adjustments in this report for the month of May, 2018

Adjustments are broken down as follows:

CC-M	Court Cost Muni	(\$	23.00)
CC-S	Court Cost State	(\$	5.00)
DRG	Drug Fee	(\$	8.00)
FINE	Forfeiture	(\$	80.42)
JAIL	Jail Assmt	(\$	10.00)
PEN	Penalty Assmt	(\$	130.00)
Total Adjustments:		(\$	<u>256.42</u>)

Sincerely,

Neil Basten

MUNICIPAL COURT OFFICIAL

Green Bay Municipal Court

**RESOLUTION AUTHORIZING THE FILING AND EXECUTION OF
URBANIZED AREA FORMULA PROGRAM
TRANSIT OPERATING AND CAPITAL GRANT APPLICATION
WITH THE DEPARTMENT OF TRANSPORTATION,
UNITED STATES OF AMERICA, UNDER THE URBAN MASS
TRANSPORTATION ACT OF 1964, AS AMENDED**

June 19, 2018

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects and budget;

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program;

WHEREAS, it is required by the U.S. Department of Transportation in accord with the provision of Title VI of the Civil Rights Act of 1964, as amended, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services consistent with the Federal Transit Administration guidelines along with the City of Green Bay Purchasing Department Guidelines.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Transit Director is authorized to execute and file an application of behalf of the City of Green Bay with the U.S. Department of Transportation to aid in the financing of capital and operating assistance projects, pursuant to Section 5307 Urbanized Area Formula Program of the Urban Mass Transportation Act of 1964, as amended.
2. That the Transit Director is authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Transit Director, is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the program of projects and budget.

4. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the program of projects and budgets procurement needs.

5. That the Mayor is authorized to execute grant agreements on behalf of the City of Green Bay with the U.S. Department of Transportation for aid in the financing of transit capital and operating assistance program of projects and budget.

6. That the Green Bay Transit Commission Chair is authorized to execute third party service agreements with private paratransit providers for operation of the Green Bay Metro Paratransit Program.

Adopted _____

Approved _____

James J. Schmitt, Mayor

ATTEST:

Kris Teske, City Clerk

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 246 OXFORD AVENUE
(ZP 18-15)**

June 19, 2018

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

That, pursuant to Zoning Petition 18-15 and the recommendation of the Plan Commission on June 11, 2018, the City of Green Bay does authorize a conditional-use permit for a two-family residential dwelling within a Low Density Residential (R1) District located on the following described property at 246 Oxford Avenue:

Glenwood Plat, Westerly 100 ft of Lot 12, Block 2
(Tax Parcel No. 5-519-A)

Said conditional-use permit shall be granted subject to the following conditions:

- a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.
- b. Compliance with the applicable Uniform Dwelling Code (UDC) building requirements related to a two-family dwelling.

Adopted _____

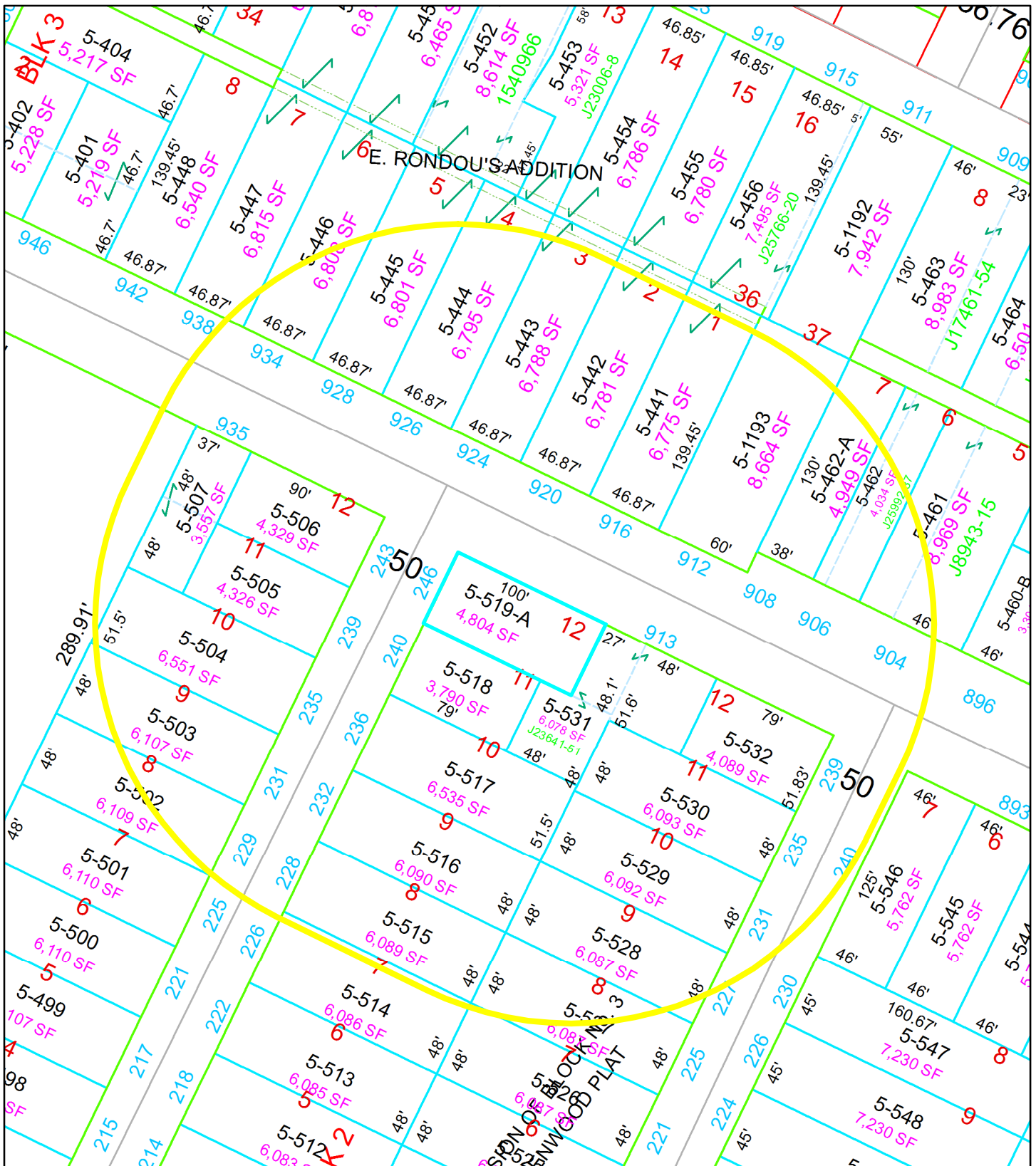
Approved _____

Mayor

Clerk

SP:js

Attachment – Map



**(ZP 18-15) Conditional Use Permit
for a Two-Family Use in Low Density Residential (R1)
246 Oxford Avenue**

0 20 40 80 Feet



- Subject Parcel
- 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. SJH 5.24.18 24 May 2018 X:\Planning\City\DATA_GIS\CityActions\ZP 18-15 Map.mxd

**RESOLUTION AUTHORIZING ENTERING INTO AGREEMENT WITH GREEN BAY
AREA PUBLIC SCHOOL DISTRICT AND TOOLE DESIGN GROUP TO CREATE A
SAFE ROUTE FOR NON-DRIVERS AND BICYCLE/PEDESTRIAN PLAN**

June 19, 2018

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay ("City") wishes to create a Safe Routes for Non-Drivers and Bicycle/Pedestrian Plan; and

WHEREAS, the City has been working collaboratively with the Green Bay Area Public School District ("GBAPS") to create the plan; and

WHEREAS, the City and GBAPS want to enter into an agreement with Toole Design Group to complete the plan;

NOW, THEREFORE, BE IT RESOLVED, that the City will enter into an agreement with GBAPS and the Tool Design Group to complete the Safe Routes for Non-Drivers and Bicycle/Pedestrian Plan.

Adopted _____

Approved _____

James J. Schmitt
Mayor

Kris A. Teske
Clerk

js

**RESOLUTION APPROVING THE
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
NR 208 – COMPLIANCE MAINTENANCE ANNUAL REPORT
June 19, 2018**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208; and

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of "C" or less) and/or an overall grade point average (<3.00); and

WHEREAS the City of Green Bay (City) scored an "A" in Financial Management; and

WHEREAS the City scored an "A" in Collection System Management; and

WHEREAS the City scored an "A" as an overall grade.

NOW, THEREFORE, BE IT RESOLVED that the following voluntary actions will be taken by the City in 2018:

1. Continue to review and update policies and procedures pertaining to the financial management of the City's Sanitary Sewer District;
2. Continue to review and update written policies and procedures as it relates to the management, operation and maintenance of the City's sanitary sewer collection system;
3. Continue the development of a Capacity, Management, Operation and Maintenance (CMOM) program;
4. Continue the implementation of the CMOM program for improved management and maintenance of the City's sanitary sewer collection system.

Adopted _____, 2018

Approved _____, 2018

James J Schmitt, Mayor

ATTEST:

Kris A Teske, City Clerk

**AGREEMENT FOR PURCHASE
AND SALE OF REAL ESTATE
FOR N. WEBSTER AVENUE
June 19, 2018**

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

To approve the Agreement(s) for Purchase and Sale of Real Estate for the Webster Avenue project and authorize payments.

<u>R/W Plat Parcel Number</u>	<u>Owner Name(s)</u>	<u>Location</u>	<u>Amount</u>
3	Sheri A. Drummond	820 N Webster Avenue	\$ 93,000
18	Cover Rentals, LLC	1102 N Webster Avenue	70,000

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION ACCEPTING
RELOCATION CLAIMS
FOR N. WEBSTER AVENUE
June 19, 2018**

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

To approve the Relocation Claims for the Webster Avenue project and authorize payments.

R/W Plat

Parcel

<u>Number</u>	<u>Owner Name(s)</u>	<u>Location</u>	<u>Amount</u>
5a	Brian Kohls	1003 Smith Street	\$2,200.50
8	Carol Petasek	1110 N Webster Avenue	34,752
9	Molly Barron	1002 Berner Street	5,625
14a	Jenny Sill	1001 Day Street	1,200
4	Reginald & Jean Doxtater	1000 Smith Street	2,098.43
4a	Thomas Doxtater	1000 Smith Street	21,027
7a	Anthony Shea	1108 N Webster Avenue	1,550
14a	Jenny Sill	1001 Day Street	6,800
14b	Rebecca Eckhart	1001 Day Street	2,300
15	Craig J. Process	916 N Webster Avenue	55,000
15	Craig J. Process	916 N Webster Avenue	1,540

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

GREEN BAY, WISCONSIN

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

THAT THE FOLLOWING DESCRIBED SIDEWALKS BE ORDERED RECONSTRUCTED AND THAT THE CITY CLERK ISSUE A SIXTY (60) DAYS NOTICE AS PER THE ATTACHED SCHEDULE:

	Location	Parcel ID	Linear Feet	Sidewalk Credit
DISTRICT	1114 S WEBSTER AV	16-313	9.6000	5.10
4	PLAT OF ASTOR LOT 3 BLK 89 EX THE WLY 6 FT FOR ALLEY KORY P BAKER & KATHRYN M LEDVINA 1114 S WEBSTER AV GREEN BAY WI 54301-3216			
DISTRICT	1268 GRIGNON ST	17-217	20.8000	5.30
4	PLAT OF ASTOR N 130 FT OF LOT 3 & W 2 FT OF S 55 FT OF N130 FT OF LOT 2 BLK 114 DYLAN J & KARI B VALLIERE 1268 GRIGNON ST GREEN BAY WI 54301-3021			
DISTRICT	1357 EMILIE ST	17-560	48.1000	15.00
4	PLAT OF ASTOR LOT 17 BLK 135 BRIAN P & PATRICK W KNOWLES 3603 LARSON CT MADISON WI 53714			
DISTRICT	1353 EMILIE ST	17-561	34.2000	11.30
4	PLAT OF ASTOR LOT 18 BLK 135 MARY KAY KOX 801 S BAIRD ST GREEN BAY WI 54301			
DISTRICT	1343 EMILIE ST	17-562	19.6000	10.40
4	PLAT OF ASTOR LOT 19 BLK 135 MAXINE M ZEHREN 1343 EMILIE ST GREEN BAY WI 54301-3111			
DISTRICT	717 S BAIRD ST	17-767-A	43.9000	9.40
4	PLAT OF ASTOR S 60 FT OF LOTS 12-13 & 14 BLK 143 ALSO THE S 1 FT OF N 60 FT OF THE S 120 FT OF LOTS 13 & 14 BLK 143 DILLON I LARSON 717 S BAIRD ST GREEN BAY WI 54301-3313			

	Location	Parcel ID	Linear Feet	Sidewalk Credit
DISTRICT	524 LARSCHIED ST	21-2678-24	18.4000	5.30
5	SUBDIVISION OF LOT 79 IN SU BD #1 IN NEWBERRYS ADDITION LOT 8 BLK 3 PRESENTIN RUTH P IRREVOCABLE TRUST 2193 COLLADAY POINT DR STOUGHTON WI 53589			
DISTRICT	2345 SUNRISE CT	21-820-R-28	31.3000	15.00
5	HOMEWOOD SUBD #2 LOT 4 EX N LY 7 FT BLK 4 BARRY J & BARBARA A HOMRIGHAUS 2345 SUNRISE CT GREEN BAY WI 54302-4252			
DISTRICT	2359 SUNRISE CT	21-820-R-29	58.2000	30.70
5	HOMEWOOD SUBD #2 LOT 5 BLK 4 BARRY & BARBARA HOMRIGHAUS 2359 SUNRISE CT GREEN BAY WI 54302-4252			
DISTRICT	1447 MORROW ST	8-73	309.1000	0.00
5	OAK GROVE W 45 FT OF LOT 96 & ALL OF LOTS 97, 98, 115, 116, 117, 118 & 1/2 VAC ALLEY ADJ & VAC MORROW ST ADJ EX ST IN 1692130 & COR- RECTED BY AFFID 1734100 T N T CRUST INC 508 ELIZABETH ST GREEN BAY WI 54302			
DISTRICT	1532 HAROLD ST	19-675	19.8000	15.00
6	PIGEON SUBD LOT 5 BLK 2 HUMBERTO CASTELLANOS VALLARTA 1532 HAROLD ST GREEN BAY WI 54302-1950			
DISTRICT	125 S JEFFERSON ST	11-269	96.1000	12.20
7	PLAT OF ASTOR LOTS 3,4,5 & 6 BLK 25 JAMES SICKEL PO BOX 1626 GREEN BAY WI 54305-1626			
DISTRICT	321 S WASHINGTON ST	13-39	83.7000	0.00
7	PLAT OF ASTOR LOTS 4-5-6 EX W 4 FT THEREOF AND ALL LOTS 7-8 AND LOTS 9-10-11-12-13- 14-15-16 EX E 12 FT THEREOF ALL BLK 9 DOWNTOWNER MOTEL INC 321 S WASHINGTON ST GREEN BAY WI 54301-4214			

	Location	Parcel ID	Linear Feet	Sidewalk Credit
DISTRICT	712 ROY AV	18-1384	34.5000	24.80
7	VANDALE SUBD LOT 18 BLK 1			
	DANIEL & BEVERLY LE ROY			
	712 ROY AV GREEN BAY WI 54303-3949			
DISTRICT	718 DOUSMAN ST	5-620	29.0000	22.70
7	DOUSMANS ADD W 40 FT OF LOT 196			
	JENNIFER D GARNER			
	718 DOUSMAN ST GREEN BAY WI 54303-2808			
DISTRICT	1224 NICOLET AV	1-1534	21.3000	13.50
8	MARQUETTE PARK LOT 14 BLK 5			
	BRYAN & LISA O LEARY			
	1224 NICOLET AV GREEN BAY WI 54304-2425			
DISTRICT	1212 NICOLET AV	1-1537	50.1000	16.90
8	MARQUETTE PARK LOT 17 BLK 5			
	JAYME L BLOHOWIAK			
	1212 NICOLET AV GREEN BAY WI 54304-2425			
DISTRICT	1110 NINTH ST	1-1550	55.8000	15.50
8	MARQUETTE PARK LOT 10 BLK 6			
	DIANE C CORMIER			
	1110 NINTH ST GREEN BAY WI 54304-3354			
DISTRICT	1201 EIGHTH ST	1-1671	40.2000	30.10
8	MEACHAM SUBD LOT 2 BLK 4			
	TRACY L TILOT			
	1201 EIGHTH ST GREEN BAY WI 54304-2304			
DISTRICT	1204 THORNDALE ST	1-2157	19.0000	14.10
8	THORNDALE SUB LOT 9 BLK 1			
	KJJ LLC			
	2246 JESSE LN GREEN BAY WI 54313			
DISTRICT	1521 S ONEIDA ST	1-2331	57.2000	10.20
8	WOUTERS SUBD #1 LOT 13 BLK 2			
	GLORIA R TREPTOW			
	1521 S ONEIDA ST GREEN BAY WI 54304-3324			

	Location	Parcel ID	Linear Feet	Sidewalk Credit
DISTRICT	1204 ROSCOE ST	1-419-A-1	23.4000	5.20
8	RIDGE ACRES ELY 24.28 FT OF SLY 128 FT OF NLY 253 FT OF LOT 5 & WLY 27.72 FT OF SLY 128 FT OF NLY 253 FT OF LOT 4 EX 320 D 524 SUZANNE M BERKOVITZ 1204 ROSCOE ST GREEN BAY WI 54304-3238			
DISTRICT	1329-1331 SPENCE ST	1-423-A-1	40.1000	15.10
8	RIDGE ACRES SUBD THAT PRT O F LOTS 7 & 8 AS DES IN VOL 368 D 481 BCR BEST INVEST PROPERTIES LLC PO BOX 12352 GREEN BAY WI 54307-2352			
DISTRICT	905 SPENCE ST	2-1358	38.7000	18.10
8	FRANKLIN SUBD LOT 12 BLK 1 XUE LEE & MEE LEE VANG 905 SPENCE ST GREEN BAY WI 54304-2325			
DISTRICT	1303 SAN JOSE PL	3-1289	19.9000	10.10
8	SAN JOSE SUBD LOT 28 JAMES B & JANICE M FRANKSON 1303 SAN JOSE PL GREEN BAY WI 54303-1940			
DISTRICT	225 S PLATTEN ST	3-1298	58.8000	0.00
8	SAN JOSE SUBD LOT 37 MARIO A & LETICIA ENCINAS 225 S PLATTEN ST GREEN BAY WI 54303-1960			
DISTRICT	1351 HANNAH ST	3-1327	70.1000	0.00
8	HANNAH HEIGHTS LOT 26 GLEN A & JOANN M COLEMAN 1351 HANNAH ST GREEN BAY WI 54303-1900			
DISTRICT	209 MINOR CT	6-1436	29.9000	9.90
8	NOELS SUB #1 LOT 5 BLK 2 HAVERKORN IRREVOCABLE FAMILY TRUST N5742 COUNTY RD C CASCO WI 54205			

	Location	Parcel ID	Linear Feet	Sidewalk Credit
DISTRICT	219 MINOR CT	6-1438	14.5000	4.40
8	NOELS SUB #1 LOT 7 BLK 2 DAVID J & KARI A NECKUTY II 219 MINOR CT GREEN BAY WI 54303-1932			
DISTRICT	1394 NINTH ST	6-196-F	118.6000	9.90
8	TANKS SUBD OF PRIVATE CLAIM S 2 TO 9W THAT PRT OF LOT 53 DES IN 300 D 586 BCR CHRISTOPHER A & JESSICA BARSZCZ 1394 NINTH ST GREEN BAY WI 54304-3177			
DISTRICT	1820 BRIQUELET ST	6-2972	37.8000	22.00
8	REGAL HEIGHTS SUBD LOT 7 GREEN N GOLD RENTALS LLC 1820 BRIQUELET ST GREEN BAY WI 54304-3814			
DISTRICT	1419 RUSSELL ST	6-542-A	17.9000	15.00
8	E1/2 OF PCL C OF 1 CSM 317 BNG PRT OF LOTS 5 & 6 BLK 66 PEETERS SUBD JANE A BISHOP 1419 RUSSELL ST GREEN BAY WI 54304-3116			
DISTRICT	1131 S FISK ST	6-597	74.8000	54.80
8	JOSEPH LOCH SUBD LOT 4 BLK 1 ANDREW MALECKI JR 1131 S FISK ST GREEN BAY WI 54304-2217			
DISTRICT	1427-1429 S LOCUST ST	6-851	136.3000	50.10
8	SCHMITT PLAT #5 LOT 1 BLK 4 GERALD E & TAMMY L KAISER JR 2218 S BROADWAY GREEN BAY WI 54304-4830			
DISTRICT	1459 ROCKDALE ST	6-968	30.2000	10.20
8	HELEN PLAT E 55 FT OF LOT 3 & W 7 FT OF LOT 4 BLK 3 ARLEN E & BARBARA J LINDSAY 1459 ROCKDALE ST GREEN BAY WI 54304-3129			
DISTRICT	936 TWELFTH AV	1-678	102.6000	0.00
9	WEST SIDE HILL LOTS 23,24, 25 & 26 SAINT JOSEPH CONGREGATION 936 NINTH ST GREEN BAY WI 54304-3439			

	Location	Parcel ID	Linear Feet	Sidewalk Credit
DISTRICT	977 SCHOOL PL	3-768	9.9000	0.00
9	CADY & BURDONS ADD W 50 FT OF E 100 FT OF LOTS 1 & 2 BLK B			
	ANDREW K & CASSANDRA E BAUMGART			
	977 SCHOOL PL GREEN BAY WI 54303-1770			
DISTRICT	1282 THOMAS ST	18-1070	118.8000	40.40
10	PLAT OF MATHER HEIGHTS LOT 13 EX NLY 21.70 FT & WLY 14 FT OF SLY 91.63 FT OF LOT 12 BLK 4			
	HECTOR FRAYRE & ANDREA TINOCO			
	1282 THOMAS ST GREEN BAY WI 54303-4255			
DISTRICT	1029 THRUSH ST	18-1128	38.0000	4.70
10	PLAT OF MATHER HEIGHTS LOT 5 BLK 9			
	WARREN PIERNER			
	1029 THRUSH ST GREEN BAY WI 54303-4333			
DISTRICT	1304 DESNOYERS ST	18-1172	83.4000	15.00
10	PLAT OF MATHER HEIGHTS W 58 FT OF LOT 13 & W 58 FT OF S 11.3 FT OF LOT 14 BLK 11			
	DIANE S BURKE			
	1304 DESNOYERS ST GREEN BAY WI 54303-4213			
DISTRICT	807 GRAY ST	18-864	30.1000	0.00
10	PLAT OF COLONIAL VILLAGE LOT 11 BLK 1			
	CLARICA L ERICKSON			
	807 GRAY ST GREEN BAY WI 54303-3936			
DISTRICT	710 WINFORD AV	18-892	52.2000	29.40
10	PLAT OF COLONIAL VILLAGE LOT 3 BLK 3			
	JACOB A SYLVESTER			
	710 WINFORD AV GREEN BAY WI 54303-4024			
DISTRICT	1335 OREGON ST	5-662-C	32.8000	24.10
10	DOUSMAN & ELMORES 2ND ADD N 1/2 OF ELY 57 FT OF THAT PRT OF LOT 44 LYG BETWN REE D ST & OREGON ST & WLY 38 FT OF N 1/2 OF LOT 45 LYG B ETWN OREGON & REED STS			
	JOEL J & NANCY K DELVAUX			
	1335 OREGON ST GREEN BAY WI 54303-3131			

	Location	Parcel ID	Linear Feet	Sidewalk Credit
DISTRICT	1859 GARY LN	6-2125	39.0000	0.00
10	WEST PARKLAND SUBD LOT 20			
	THOMAS J & DENISE A LARSON			
	1859 GARY LN GREEN BAY WI 54303-2644			
DISTRICT	317 N PLATTEN ST	6-84-H	114.4000	15.40
10	DOUSMAN & ELMORES 2ND ADD N 82 FT OF E 115 FT OF LOT 25			
	MARION F KRAUTKRAMER			
	317 N PLATTEN ST GREEN BAY WI 54303-3137			
DISTRICT	1624 S LOCUST ST	6-1339	86.5000	40.70
11	BRIQUELET SUBD #1 LOT 1 BLK 5			
	CORDERO X CORNELIOUS BARKLEY			
	1624 S LOCUST ST GREEN BAY WI 54304-3167			
DISTRICT	1716-1718 ST AGNES DR	6-303-9	71.3000	25.30
11	LOT 2 OF 6 CSM 137 BNG PART OF LOT 20 TANK'S SUBD OF PC 12 & N1/2 OF PC 13 WSFR			
	GAVIN C CARRIGAN			
	2911 LUMBER LN GREEN BAY WI 54313			
DISTRICT	1437 LA COUNT RD	6H-2909	46.5000	19.90
12	THE CENTRAL DUNES LOT 5			
	DANIEL J BIGELOW			
	455 WHISPERING CREEK CT GREEN BAY WI 54303			
	Project Total 12089		2636.4000	722.20



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

MEETING DATE

June 19, 2018

PREPARED BY

AGENDA ITEM # Z.I.

General Ordinance 9-18. An ordinance creating Section I.67 in Green Bay Municipal Code, relating to the sustainability commission.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT - GO 9-18 - Create Section I.67 Relating to the Sustainability Commission

GENERAL ORDINANCE NO. 9-18

AN ORDINANCE CREATING SECTION 1.67, GREEN BAY MUNICIPAL CODE, RELATING TO THE SUSTAINABILITY COMMISSION

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

SECTION 1. Section 1.67, Green Bay Municipal Code, is hereby created to read:

1.67 SUSTAINABILITY COMMISSION.

(1) Purpose. The protection, stewardship, improvement, and promotion of the environment is a public necessity and is required in the interest of health, prosperity, safety, and welfare of the Green Bay community for present and future generations. The Sustainability Commission is hereby established to explore sustainability initiatives that can be implemented in Green Bay, with the ultimate goal of providing a more sustainable, livable, and healthy community.

(2) Definitions.

(a) "Commission" means the Sustainability Commission.

(b) "Sustainability" means the quality of not being harmful to the environment or depleting natural resources, and thereby supporting long-term ecological balance.

(3) Sustainability Commission composition. The Commission is hereby created, consisting of nine members. Of the membership and if available in the community, one shall be an alderperson, one shall be a City employee, and seven shall be citizens. All members shall have demonstrated interest in environmental stewardship; sustainable business practices, development or technology; green building and design; renewable energy; energy efficient transportation; and recycling and waste management. To the extent possible, members appointed shall represent a diverse range of interest and expertise in sustainability, economic backgrounds and interests, and ethnic and cultural affiliations, including educators and students in the aforementioned fields. The Mayor shall appoint the commissioners, subject to confirmation by the Common Council. Of the initial members appointed, two shall serve a term of one year, three shall serve a term of two years, and three shall serve a term of three years; the alderperson shall finish his or her term. Thereafter, the term for each member shall be three years, except for the alderperson who shall serve a term of two years. Each member is subject to the Code of Ethics as outlined in Green Bay Municipal Code § 1.90.

GENERAL ORDINANCE NO. 9-18

PAGE 2

(4) Powers and duties of the Sustainability Commission. The authority and activities of the Commission shall be advisory, and it shall act in a cooperative capacity and rely upon voluntary compliance. The basic function of the Commission shall be the promotion of sustainable initiatives. The duties of the Commission shall be to:

(a) Advise the Mayor and the Common Council with regard to policies, budgets, and regulations related to sustainable policies and practices relative to the environment, including but not limited to natural resources, energy, food waste, hazardous materials and pollution;

(b) Advise municipal efforts to engage the community in a broad range of sustainable initiatives;

(c) Consult with private entities, higher education institutions, and the community with regard to the City's sustainable initiatives;

(d) Coordinate and support efforts to unite and focus municipal programs and services as they relate to sustainable initiatives.

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

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

Dated at Green Bay, Wisconsin, this ____ of _____, 2018.

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

6/05/18

ZONING ORDINANCE NO. 9-18

**AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR
PROPERTIES LOCATED AT 320 SOUTH MILITARY AVENUE AND THE 1600
BLOCK OF WESTERN AVENUE
(ZP 18-13)**

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

SECTION 1. Section 13-108, 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 properties:

Legal Description: CADY & BURDONS GARDEN LOTS ELY 1 ACRE OF LOT 11
Tax Parcel: 6-120-B

Legal Description: LOT 3 OF 13 CSM 139 BNG PRT OF LOT 10 OF CADY &
BURDONS GARDEN LOTS & PRT LOT 14 OF TANKS SUBD OF PC 2-9 WSFR
Tax Parcel: 6-150-2

Legal Description: CADY & BURDONS GARDEN LOTS THAT PRT LOT 10 DESC IN
634 R 64 & 744 R 286 & 746 R 226 & ALSO PRT OF LOTS 9 & 10 DESC IN J14336-36
& PRT IN J8288-40
Tax Parcel: 6-119-A

Legal Description: CADY & BURDONS GARDEN LOTS ALL THAT PRT OF LOT 24 AS
DES IN VOL 358 D 224 EX 42 CSM 217
Tax Parcel: 6-134-C

Legal Description: LOT 1 OF 42 CSM 217 BNG PRT OF LOTS 23 & 24 CADY &
BURDONS GARDEN LOTS
Tax Parcel: 6-134-C-1

Legal Description: CADY & BURDONS GARDEN LOTS LOT 23 EX 42 CSM 217
Tax Parcel: 6-133

Legal Description: CADY & BURDONS GARDEN LOTS NLY 100 FT OF THAT PRT OF
LOT 22 LYG E OF PERKINS AVE DESC IN 242 D 127 BROWN COUNTY RECORDS
Tax Parcel: 6-132-C

Legal Description: CADY & BURDONS GARDEN LOTS THAT PRT OF LOT 22 LYG E
OF PERKINS ST EX THEREFROM THE NLY 100 FT & SLY 120 FT DES IN 242 D 335
BCR.
Tax Parcel: 6-132-D

Legal Description: CADY & BURDONS GARDEN LOTS SLY 120 FT OF LOT 22 LYG E
OF PERKINS AVE EXC VOL 1120 R 466
Tax Parcel: 6-132

SECTION 2. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. Purpose and Intent. The purpose and intent of the Planned Unit Development (PUD) is to permit the expansion of HJ Martin's campus and current operations as a mix of commercial and light industrial uses. The following requirements are intended to allow for business expansions while minimizing impact on residential properties by providing appropriate buffering and allowing business growth in an appropriate fashion. The general appearance and design of the site shall generally comply with the attached Exhibits A to C.
- B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:
 - 1. Professional offices
 - 2. Limited Production and Processing and distribution of product related to the H.J. Martin operation.
 - 3. Other uses as permitted within the General Commercial (C1) District.
- C. Dimensional and Area Requirements. Dimensional and area requirements for principle structures on the subject property shall be as required as follows:
 - 1. South Military Avenue:
 - a. Front yard: 15 feet for buildings and 10 feet for parking areas.
 - b. Corner side yard setbacks (Western Avenue): 10 feet for buildings and 0 feet for parking.
 - c. Interior side yard: 0 feet.
 - d. Front yard: (Perkins Avenue): 15 feet and shall comply with the requirements found in Section 13-1820(c), Green Bay Municipal Code.
 - e. Buildings shall not exceed 35 feet in height.
 - f. Impervious coverage: Impervious surfaces shall not exceed 80% of the site and may include interior lot landscaping as part of the calculation.
 - 2. Western Avenue-South Side:
 - a. Front yard: 15 feet for buildings and 10 feet for parking areas.
 - b. Interior side yard: 15 feet and shall comply with the requirements found in Section 13-1820(c), Green Bay Municipal Code.
 - c. Rear yard setback: 0 feet.
 - d. The building shall not exceed 35' height.
 - e. Impervious coverage shall not exceed 80% of the site and may include interior lot landscaping as part of the calculation.

D. Architecture. All building elevations shall generally comply with Exhibits B & C and subject to the following requirements:

1. Wall articulation. No wall that faces a street or connecting walkway shall have a blank, uninterrupted length exceeding thirty (30) feet without including at least one (1) of the following: change in plane, change in texture or masonry pattern, windows, or an equivalent element that subdivides the wall into human scale proportions.
2. Building materials. All building facades shall be designed with architecturally-finished materials. Durable materials, such as masonry or stucco, shall be used on all street-facing facades. All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design, unless the entire building is being renovated.

E. Lighting. All lighting on the subject property shall be regulated as set forth in Section 13-500, Green Bay Municipal Code.

F. Signage. All signage for the current project shall be regulated as follows:

1. All signs shall be constructed and in compliance with Section 13-2004, Green Bay Municipal Code.
2. Wall signs are permitted as allowed in Section 13-2010, Table 20-2, General Commercial (C1).
3. Directional signs are not to exceed 12 square feet per sign face.
4. No signage, except for directional signage, shall face a residentially zoned parcel.
5. No signage shall be permitted along the Perkins Avenue.

G. Site Plan Review & Standards

1. A site plan shall be submitted and review per Section 13-1800, Green Bay Municipal Code.
2. All service, loading and refuse areas shall be screened per Section 13-1813, Green Bay Municipal Code.
3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Section 13-1815, Green Bay Municipal Code.

H. Parking/Pedestrian Access.

1. All parking shall be regulated as required in Section 13-1700, Green Bay Municipal Code.
2. Unused drives shall be closed to city standards and proposed driveways

may be permitted on Exhibit A, compliant with Section 13-1706, Green Bay Municipal Code.

I. Landscaping/Transitional Yard

1. A detailed landscape plan shall be submitted for review as part of the site plan review.
2. The landscape plan shall identifying the type and placement of all proposed plant materials and details regarding all transitional areas.

J. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 30, Green Bay Municipal Code.

K. All parcels shall be consolidated consistent with Exhibit A.

L. The applicant/property owner is to work with the City's Traffic Engineer to determine if a Traffic Impact Analysis (TIA) shall be completed or if other agreed measures may be taken by the applicant/property owner and the City of Green Bay to address any relevant traffic concerns.

M. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

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 Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2018.

APPROVED:

Mayor James J. Schmitt

ATTEST:

Clerk

PN

Attachments:

Exhibit A – Conceptual Site Plan

Exhibit B – Building Façade Elevation-Western Avenue-South

Exhibit C – Building Façade Elevation-Western Avenue-North

6/19/18

Exhibit

Part of Lot 22 of the recorded plat, "Cady and Burdon's Garden Lots", in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin

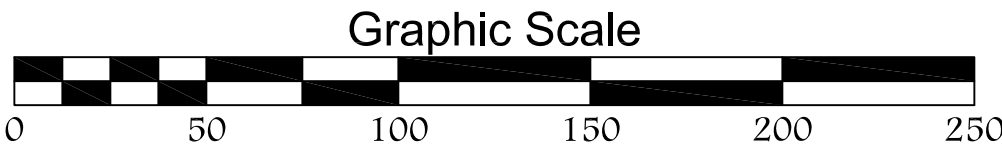
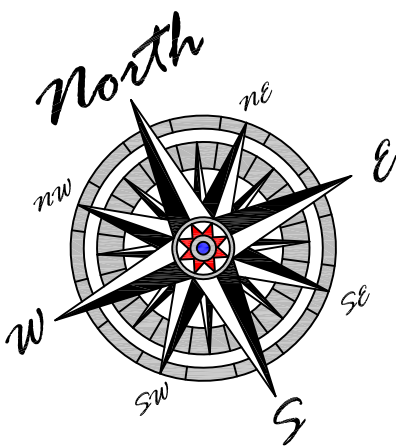


Exhibit A



SCALE
1"=50'

DRAWN BY
ZRH

PROJECT NO.
H-5788

SHEET NO.
1 of 1

DRAWING NO.
S-

Exhibit of Building Additions
and Storm Management

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd, Green Bay, WI 54313

HJ Martin & Son

TAX PARCEL NO. 6-132, 6-132-D, 6-132-C

File: H-5788Exhibit 081618.dwg Data File: H-5788.txt Fieldwork Completed: 7/26/2017





H.J. MARTIN & SON
WAREHOUSE DISTRIBUTION CENTER ADDITION AND NEW TRUCK STORAGE

PROJECT LOCATION

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d e s i g n m a t t e r s SM





H.J. MARTIN & SON
WAREHOUSE DISTRIBUTION CENTER ADDITION AND NEW TRUCK STORAGE

PROJECT LOCATION

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d e s i g n m a t t e r s SM



ZONING ORDINANCE NO. 10-18

AN ORDINANCE AMENDING THE SIGN STANDARDS FOR AN EXISTING PLANNED UNIT DEVELOPMENT (PUD) LOCATED AT 865 LOMBARDI AVENUE (ZP 18-16)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amending an established Planned Unit Development (PUD) District located at 865 Lombardi Avenue, on the following described property:

Legal Description: LOT 3 OF 44 CSM 213 BNG PRT OF LOT 8 OF MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR & BNG PRT OF PC 14 & PC 15 WSFR

Tax Parcel: 1-1841-B

SECTION 2. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

A. Signage

1. One wall sign is permitted along the southeast corner of the existing building per the attached Exhibit A.
2. The sign shall not exceed 165 square feet in size.
3. No roof signage is permitted.

B. Additional Applicable Regulations. Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

SECTION 3. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-1900, Green Bay Municipal Code, and the adoption and publication of this ordinance.

SECTION 5. 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 6. 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 7. 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 8. 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.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2018.

APPROVED:

Mayor

ATTEST:

Clerk

PN

Attachment: Exhibit A - Proposed wall sign

06/19/18

ILLUMINATED WALL SIGN

Exhibit A



163.3 SQUARE FEET



2070 HOLMGREN WAY GREEN BAY, WI 54304
(920) 494-7161 FAX(920) 494-8720

LAYOUT

☐ APPROVED ☐ CHANGES

SIGNED BY: _____ DATE: _____

ALL COPY RIGHTS RESERVED
NO DUPLICATION ALLOWED
WITHOUT PERMISSION

SALESPERSON

ROBERT OTT

GENERAL ORDINANCE NO. 12-18

**AN ORDINANCE
AMENDING GREEN BAY MUNICIPAL CODE SECTION 13-1911 TO AMEND THE
EXPIRATION OF APPROVAL OF PLANNED UNIT DEVELOPMENTS
(TA 18-03)**

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

SECTION 1. Section 13-1911, Green Bay Municipal Code, is amended as follows:

13-1911. Expiration of approval. The Planned Unit Development shall remain valid for a period of ~~one (1) year~~ **five (5) years** from the date of approval, unless a longer time-period has been agreed to by the Council. If construction has not commenced during this period, the Planned Unit Development shall be considered void and the overlay designation removed, unless a petition for a time extension has been granted by the Council. Any extension requests shall be submitted in writing to the Common Council at least thirty (30) days prior to expiration of the approval and shall describe reasons for the delay in construction of the project.

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 thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this _____ day of _____, 2018.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

DB
06/19/18

GENERAL ORDINANCE NO. 11-18

**AN ORDINANCE
AMENDING SECTION 29.307,
GREEN BAY MUNICIPAL CODE,
RELATING TO TRAFFIC REGULATIONS**

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

SECTION 1. Section 29.307, Green Bay Municipal Code, is hereby amended by adding thereto the following ONE-WAY YIELD condition:

RACCOON BERRY WAY at INDIGO BLUFF DRIVE

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

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

Dated at Green Bay, Wisconsin this _____ day of _____, 2018.

APPROVED:

Mayor

ATTEST:

Clerk

js

6/19/18