



AGENDA OF THE COMMON COUNCIL

**TUESDAY, SEPTEMBER 18, 2018, 6:00 PM
COUNCIL CHAMBERS
ROOM 203, CITY HALL**

- A. Roll Call.**
- B. Pledge of Allegiance.**
- C. Invocation.**
- D. Approval of Minutes.**
 - I. Approval of the minutes of the August 21, 2018 meeting.
- E. Approval of the Agenda.**
- F. Report by the Mayor.**
- G. Announcements.**
- H. Appointments.**

I. NEW APPOINTMENTS:

Sustainability Commission

Nathaniel Dorff, 1321 Emilie St., Green Bay, WI 54301

Term to expire: September 18, 2020

Julie Noordyk, 2420 Nicolet Dr., MAC 212, Green Bay, WI 54311

Term to expire: September 18, 2021

Landmarks Commission

Ian Griffiths, 1023 S. Van Buren St., Green Bay, WI 54301

Term to expire: September 18, 2020

David Siegel, 144 Rose Ln., Green Bay, WI 54302

Term to expire: September 18, 2020

Susan Ley, 3303 Beach Ln., Green Bay, WI 54311

Term to expire: September 18, 2021

Paul Martzke, 1125 S. Monroe Ave., Green Bay, WI 54301

Term to expire: September 18, 2021

Veronica Corpus-Dax, 335 Traders Point Ln., Green Bay, WI 54302

Term to expire: September 18, 2019

Military Avenue Business Improvement District Board

Elizabeth Collins, 2725 Hawthorne Dr., Saukville, WI 53080

Term to expire: December 31, 2019

Eric Dombrowski, 232 S. Ontario St., DePere, WI 54115

December 31, 2021

I. Public Hearings.

1. Zoning Ordinance No. 13-18

An ordinance rezoning property located at 1000 Main Street and 1003 Pine Street from General Commercial (C1) District to Highway Commercial (C2) District.

2. Zoning Ordinance No. 14-18

An ordinance rezoning property located at 1532 Shawano Avenue from Office/Residential (OR) District to General Commercial (C1) District.

3. Planning Ordinance No. 3-18

An ordinance amending the Official Map of the City of Green Bay to approve a Plat of Right-of-Way for Sitka Street and Superior Road.

J. Ordinances - Third Reading.

1. Zoning Ordinance No. 13-18
An ordinance rezoning property located at 1000 Main Street and 1003 Pine Street from General Commercial (C1) District to Highway Commercial (C2) District.
2. Zoning Ordinance No. 14-18
An ordinance rezoning property located at 1532 Shawano Avenue from Office/Residential (OR) District to General Commercial (C1) District.
3. Planning Ordinance No. 3-18
An ordinance amending the Official Map of the City of Green Bay to approve a Plat of Right-of-Way for Sitka Street and Superior Road.
4. Miscellaneous Ordinance No. 3-18. An ordinance authorizing salary increases for the Mayor effective April 16, 2019, April 21, 2020, April 20, 2021 and April 19, 2022.

K. Report of the Personnel Committee (September 11, 2018).

1. To receive and place on file the presentation by M3 on the City's Health Insurance plan.
2. To approve the health insurance plan as presented to be effective January 1, 2019.
3. To approve request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Cleaner (part-time) - Parks, Recreation & Forestry
 - b. Bridgetender - Public Works
 - c. Housing Administrator - Community & Economic Development
4. To approve request to provide benefits for the 4K Teacher and 4K Naturalist positions as presented effective October 1, 2018. The contingency fund will be used to cover the cost of these benefits through December 31, 2018.
5. To approve request to modify Personnel Policy, Chapter 9 by adding a Bone Marrow and Organ Donor policy for City employees.
6. To refer back to Ald. Wery the request on restoring an Assistant to the City Council position for clarification on the job duties of the position.
7. To refer to staff the request by Ald. Galvin to investigate contracting for a grant writer versus creating a full-time grant writer position and report back with recommendations on costs and process.

L. Report of the Economic Development Authority (September 10, 2018).

1. To approve the Economic Development Revolving Loan Fund Policies and Procedures Manual with the changes as outlined and subject to minor legal and technical revisions:
 - Page 2 - add Aldermanic representation to the loan committee
 - Page 5, Item #5 - add clarification to include only minority businesses within this loan
 - Page 7, Item #1 - add Military Avenue
 - Page 10, Miscellaneous - add clarification to say working capital loans shall not consist of more than 25% of the individual loan application and additionally no more than 20% of available loan funds may be awarded for working capital loans
 - Page 13, Section 10.3 - add that a letter will be sent after 30 days as well as after 60 days

M. Report of the Improvement & Services Committee (September 10, 2018).

1. To deny request by Richard Monfils to rescind the special charges of \$58.30 at 2931 Beth Drive.
2. To hold request by Pete's Annex, LLC to enter into an agreement for Parking Division to manage and enforce parking in the BMO-Harris Bank Building parking lot located in the block surrounded by Broadway, West Walnut, Hubbard, and Pearl Streets (Lot BW) until the September 26, 2018 Improvement and Services Committee meeting and staff to renegotiate the agreement whereby the profit left after all expenses shall be split 80/20 with 20 percent to the Parking Utility.
3. To approve request by On Broadway Inc. and Green Bay Metro Transit for a public trash can at the bus stop on the southwest corner of Dousman Street and Chestnut Avenue.
4. To approve request by Green Bay Metro Transit to place trash cans at the new transfer station in the 2200 block of Main Street, and have Department of Public Works add that stop to its collection route.
5. To approve request by the League of Wisconsin Municipalities to adopt the Strategic Transportation Aid Resolution.
6. To approve request by Kerry F. Rathburn, doing business as Star Electric, to install and maintain groundwater monitoring well in public right-of-way.
7. To approve as amended the award of bids for rubber surfacing for the DOWNTOWN POCKET PARK project with the option of 1/2-inch thick coating.
8. To approve request by Ald. Lefebvre to extend special assessment payments for pavement construction from 5 years to 10 years when requested by residents.
9. To hold until the September 26, 2018 Improvement and Services Committee meeting the request by Ald. Wery to review how sidewalk replacements are funded.
10. To approve as amended the request by the Department of Public Works on proposed 2019 Parking Division rates and fees report to include a 3% increase for the long term parking rate in place of the proposed 2% increase.
11. To approve request by the Department of Public Works on proposed 2018-2019 winter contractor rates report.
12. To approve request by the Department of Public Works to reimburse Greenwood Hospitality \$30,000 for repairs to the Pine Street Ramp Skywalk in accordance with the provisions of the Hotel Northland Developer's Agreement.
13. To approve request by the Department of Public Works to approve Amendment IX of the Brown County Municipal Recycling Agreement.
14. To approve request by the Department of Public Works to enter into an agreement for professional services for the Nitschke Bridge hydraulic pump replacement design in the amount of \$68,732.36.

15. To approve a sanitary sewer credit / refund at 2355 Eastman Avenue in the amount of \$2,025.64.
16. To approve as amended the report of the Purchasing Manager to contract with Rotating Equipment Repair (RER) for the repair of two (2) pumps at the Harvey Street Storm Sewer Lift Station for \$74,514 to include an additional \$2,700 for pump delivery.
17. To approve request by Wisconsin Public Service Corporation for an Easement across City owned Parcel 7-741-1 for the N. Webster Avenue project.

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

A. Award of contracts

1. To approve to award contract PAVEMENT 3-18 (METRO TRANSIT DRIVEWAY) to the low, responsive bidder, Peters Concrete Co., in the amount of \$611,385.73.

2. To approve to award contract SEWERS 6-18 (INCLUDING WATER MAIN) to the low, responsive bidder, PTS Contractors, Inc., in the amount of \$2,124,144.

3. To approve to award contract SEWERS 7-18 to the low, responsive bidder, Wood Sewer and Excavating, Inc., in the amount of \$161,867.

4. To approve to award contract SIDEWALKS 2018 to the low, responsive bidder, Al Dix Concrete, Inc., in the amount of \$303,465.

B. Granting of Licenses

1. Tree & Brush Trimmer

- a. Bucklin Tree Service LLC
- b. Treeo's Tree Service, Inc.

2. Underground Sprinkler System

- a. Irrigation Doctors
- b. Fox Valley Irrigation Inc.
- c. 4 Season Landscaping Solutions LLC

C. Real estate acquisition for Webster Avenue

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

- | | |
|----|---|
| 14 | 714 N Webster Avenue, James Siudzinski, \$73,000 |
| 23 | 1000 Klaus Street, Avenue Investments, LLC, \$101,000 |

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

- | | |
|-----|--|
| 2C | 816 N Webster Avenue, Sherri King, \$8,000 |
| 3A | 820 N Webster Avenue, Aaron & Kristin Vandermuss, \$23,500 |
| 6 | 1012 N Webster Avenue, Roger Delaruelle, \$1,140 |
| 6 | 1012 N Webster Avenue, Roger Delaruelle, \$625 |
| 13 | 1002 Harvey Street, Beverly Moeser, \$51,900 |
| 14 | 714 N Webster Avenue, James Siudzinski, \$8,000 |
| 20 | 1002 Reber Street, Crooked Wood Corp., \$2,800 |
| 22a | 1005 Berner Street, Regina Donaldson, \$1,765 |
| 24a | 1008 Vanderbraak Street, Don Lecher, \$33,832 |

N. Report of the Redevelopment Authority (September 11, 2018).

1. To receive and place on file the communication from August 21, 2018, of the Common Council by Ald. Steuer, to study and report on partial City funding for a garden coordinator position that is presently funded by Brown County. Nearly 3/4 of community garden users live in the City of Green Bay.

O. Report of the Protection & Policy Committee (September 10, 2018).

1. To approve an application for a "Class A" Liquor License by Kwik Trip, Inc. at 515 W. Walnut St., with the approval of the proper authorities (currently has Class "A" Beverage and "Class A" Cider Licenses). (2-1)
2. To not renew a "Class B" Combination application for Los Banditos East at 1258 Main St. due to the business not being in operation in excess of 60 days.
3. To approve an application for an available "Class B" Combination License by Sunshine N' Wally's Bar, Inc. at 1332 S. Broadway St., with the approval of the proper authorities and to recommend that Council waive the requirements for an outdoor licensed premises and to approve the proposed outdoor premises as presented.
4. To approve the draft ordinance amending section 2.06(7) of the Green Bay Municipal Code relating to reconsiderations as presented by staff.
5. To receive and place on file an endorsement of Police Chief Smith's proposal for school safety, regarding retired policemen in all Green Bay Public Schools.
6. To refer to staff a request by Ald. Wery, which reads: "Request a legal opinion from the State Department of Justice Office regarding walking quorums, mayors that are legally a member of the City Council, and the practice of meeting individually with Council members regarding upcoming business that the City Council will be voting on."
7. To approve the draft ordinance to amend Section 6.206(8) of the Green Bay Municipal Code relating to the reading of ordinances as presented by staff. (2-1)
8. To approve General Ordinance No. 21-18 amending Section 27.307, Green Bay Municipal Code, relating to animals prohibited at certain events.
9. To refer to staff to present a general report on the research that staff has gathered as to what other communities are doing with respect to fines and other research supporting the proposed ordinance changes amending Section 27.902(2), Green Bay Municipal Code, relating to penalties for marijuana possession.
10. To direct staff to implement a request by Ald. Johnson on the creation of a web page on the city's website for residents to submit rat sightings within the City of Green Bay. Data should be used to create map overlays, track progress of inspections, ID problem areas or any other purpose deemed appropriate by city staff to reduce the number of complaints.
11. To receive and place on file the report from the Water Utility Department regarding the lead pipe removal project.

12. To receive and place on file the Liquor Violation Report from the Police Department for September 10, 2018.

P. Report of the Protection & Welfare Committee Granting Operator Licenses.

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

Q. Report of the Plan Commission (August 27, 2018).

1. To amend the Larsen Green Planned Unit Development (PUD) for the Rail Yard Development, 400-600 Blocks of North Broadway, subject to the Draft Planned Unit Development.
2. To authorize a Conditional Use Permit (CUP) to construct a detached garage beyond the maximum height requirements found in Chapter 13-615, Table 6-4, in a Low Density Residential (R1) District located at 3503 Nicolet Drive, subject to:
 - a. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.
 - b. Continuance of similar style of architecture, exterior construction material, and color of the structure.
3. To vacate a portion of Donald Driver Way and to close a portion of Kellogg Street to the public, subject to the following conditions:
 - a. Approval of the corresponding Subdivision Plat (CP 18-01) showing the vacation and closure areas.
 - b. A Maintenance Agreement for the closure area on Kellogg Street with the Department of Public Works.
 - c. Final roadway design of Donald Driver Way matching this vacation request shall be approved by the City prior to construction.
4. To approve appointments to the Military Business Improvement District (BID) Board, as nominated by the BID and approved by Mayor Schmitt.

R. Report of the Finance Committee (September 11, 2018).

1. To hold the request by Ald. Nicholson for the records on finances charged by Mr. Kalny for the years of 2016 through 2018 with specifics and explanations for each charge to the City of Green Bay until the next meeting.
2. To approve the request by the City Assessor's office to cancel certain personal property taxes.
3. To approve the request by Ald. Wery to take all costs for the referendum enacted by city council from the contingency fund. Per city clerk, the estimated cost is at least \$15,000.

4. To proceed as directed in closed session on Notice of Decision from the US Dept of the Interior regarding the intent to take land into trust – Baumgart and Orlando parcels.

The Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

S. Report of the Traffic, Bicycle and Pedestrian Commission (August 27, 2018).

1. To receive and place on file the report by the Police Department of the 2018 2nd quarter serious injury and fatality crashes.
2. To receive and place on file the request for a traffic study of the intersection of Mirage Drive and Ferndale Drive, including potentially installing YIELD or STOP signs.
3. To remove the NO PARKING zone on both sides of East Shore Drive from a point 385 feet east of East Shore Circle to Nicolet Drive. (GO 23-18)
4. To establish and adopt by ordinance a NO PARKING zone on the north side of East Shore Drive from a point 385 feet east of East Shore Circle to Nicolet Drive. (GO 23-18)
5. To establish and adopt by ordinance a NO PARKING zone on the south side of East Shore Drive from a point 1550 feet east of Irwin Avenue to Nicolet Drive. (GO 23-18)

T. Report of the Public Arts Commission (August 22, 2018).

1. To hold over the request on the approval of the new logo design for the Green Bay Public Arts Commission.
2. To approve Rusty Wolfe's Rotating Art Program application.
3. To approve Casey Early-Krueger's Annual Grant Program application.
4. To approve the creation and establishment of a temporary series entitled "Painted Pyramids" to be placed on all empty Rotating Art pads.
5. To approve of creating a letter of support for Dennis Downes' *Trail Marker Tree* sculpture.

U. Receive & Place on File.

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

V. Resolutions.

1. Resolution authorizing Conditional-Use approval at 3503 Nicolet Drive.
2. Resolution for state trust fund loan (financing the Shipyard Redevelopment Project).
3. Resolution for Purchase and Sale of Real Estate for Webster Avenue.

4. Resolution accepting Relocation Claims for North Webster Avenue.
5. Resolution accepting Administrative Revisions for Webster Avenue.
6. Resolution approving deed for Webster Avenue.
7. Resolution approving easement for N. Webster Avenue Project.
8. Resolution authorizing cancellation of 2017 personal property taxes.

W. Ordinances - First Reading.

1. Zoning Ordinance No. 15-18
An ordinance amending Zoning Ordinance 11-13 zoning certain land located on the east side of North Broadway (400 through 600 Block) as a Planned Unit Development District.
2. General Ordinance No. 22-18
An ordinance amending Section 2.06(7), Green Bay Municipal Code, relating to reconsideration.
3. General Ordinance 25-18
An ordinance amending Section 2.06(8), Green Bay Municipal Code, relating to reading of ordinances.
4. General Ordinance No. 21-18
An ordinance amending Section 27.307, Green Bay Municipal Code, relating to animals prohibited at certain events.
5. General Ordinance No. 23-18
An ordinance amending Section 29.208, Green Bay Municipal Code, relating to parking regulations.

X. Referral of Petitions & Communications.

Y. Adjournment.

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

ZONING ORDINANCE NO. 13-18

**AN ORDINANCE
REZONING PROPERTY LOCATED
AT 1000 MAIN STREET AND 1003 PINE STREET
FROM GENERAL COMMERCIAL (C1) DISTRICT
TO HIGHWAY COMMERCIAL (C2) DISTRICT
(ZP 18-26)**

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 rezoning the following described property from General Commercial (C1) District to Highway Commercial (C2) District:

NAVARINO PLAT LOTS 175, 176 & 177 EX ST
(Tax Parcel No. 9-14)

NAVARINO PLAT LOTS 418 & 419
(Tax Parcel No. 9-100)

NAVARINO PLAT LOT 417
(Tax Parcel No. 9-98)

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.

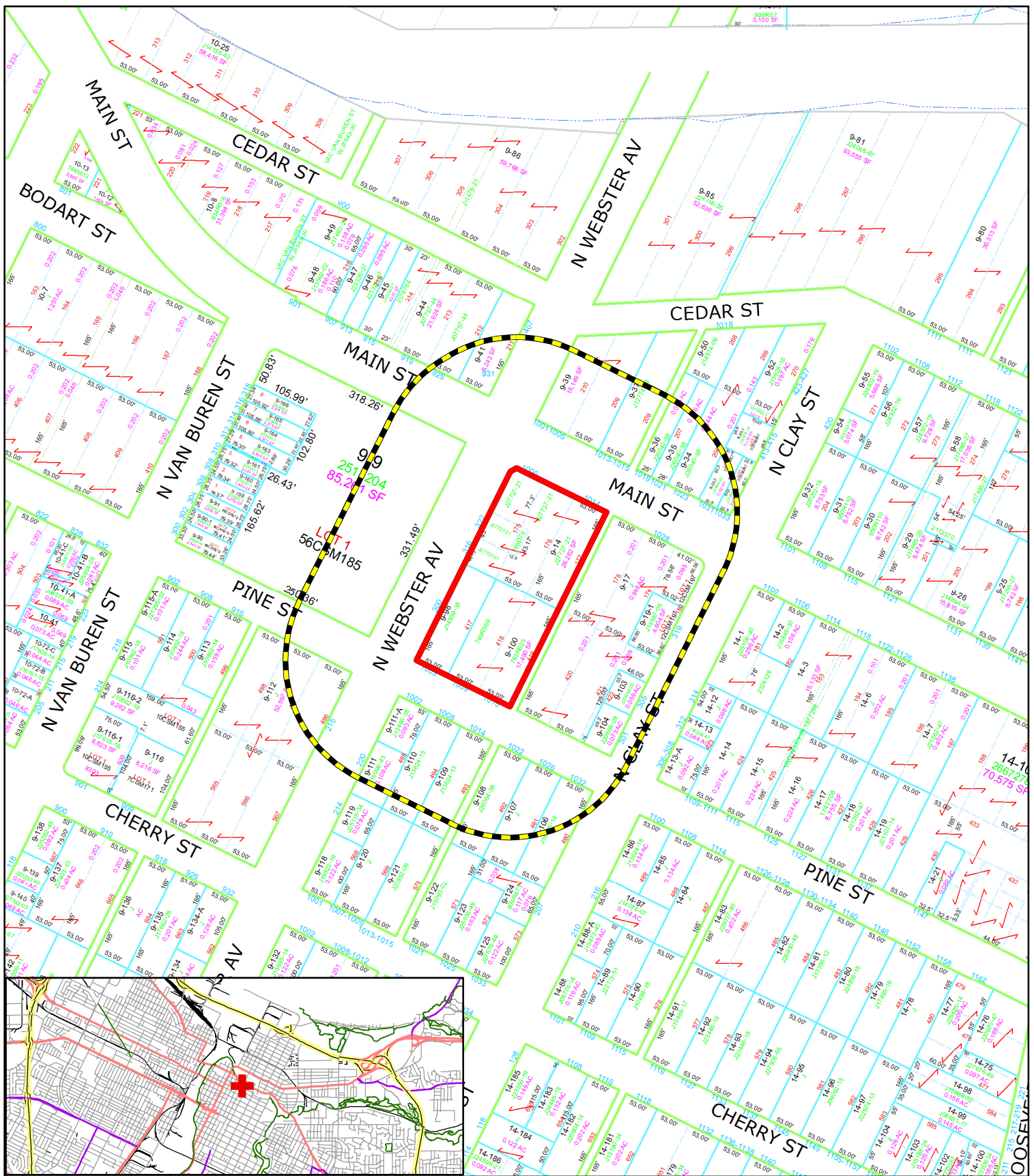
APPROVED:

Mayor

ATTEST:

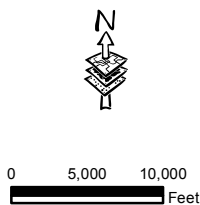
Clerk

8/21/18
Attachment – Map



- Subject Area
- 200' Property Owner Notice

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



Zoning Petition (ZP18-26)
Rezone 1000 Main Street and 1003 Pine Street from
General Commerical (C1) to
Highway Commercial (C2) district.

ZONING ORDINANCE NO. 14-18

**AN ORDINANCE
REZONING PROPERTY LOCATED
AT 1532 SHAWANO AVENUE
FROM OFFICE/RESIDENTIAL (OR) DISTRICT
TO GENERAL COMMERCIAL (C1) DISTRICT
(ZP 18-28)**

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 rezoning the following described property from Office/Residential (OR) District to General Commercial (C1) District:

PRIVATE CLAIM #1W THAT PART DES IN 241 D 116 BCR EXC VOL
289 D 299 BCR

Tax Parcel No. 6-236

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:

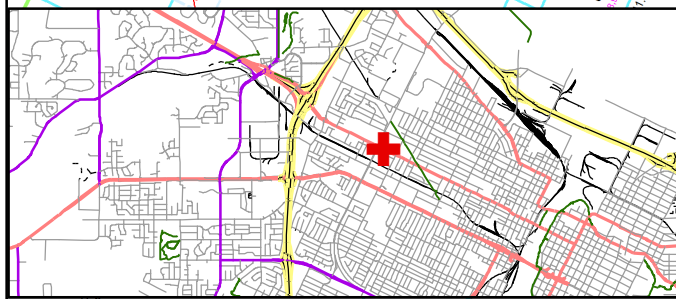
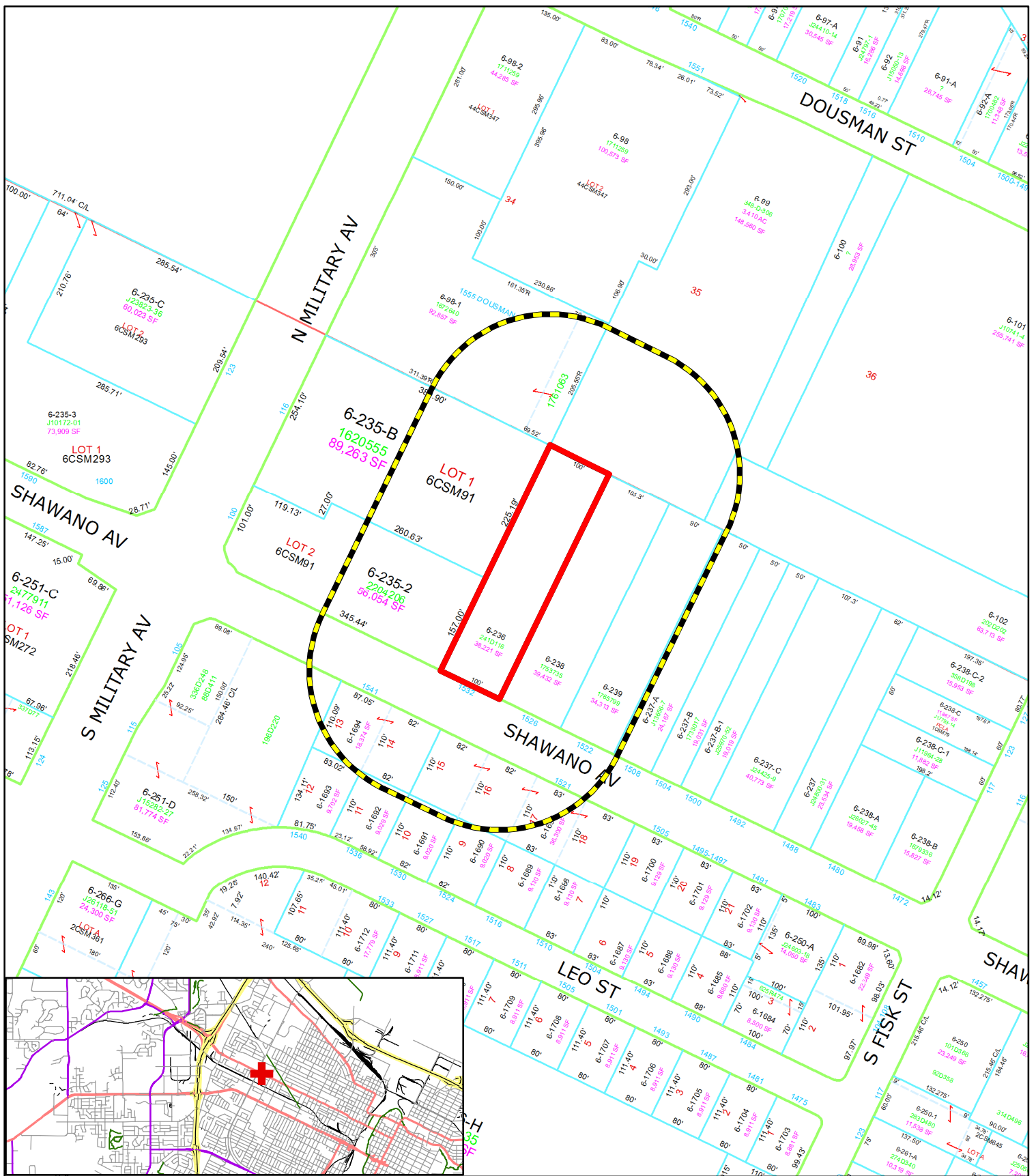
Mayor

ATTEST:

Clerk

PN

8/21/18
Attachment – Map



- Subject Area
- 200' Property Owner Notice



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Map prepared by PN

0 5,000 10,000
Feet

Zoning Petition (ZP18-28)
Rezone 1532 Shawano Avenue from
Office/Residential (OR) to General Commercial (C1)

PLANNING ORDINANCE NO. 3-18

**AN ORDINANCE
AMENDING THE OFFICIAL MAP OF THE
CITY OF GREEN BAY TO APPROVE A PLAT OF RIGHT-OF-WAY
FOR SITKA STREET AND SUPERIOR ROAD
(ROW 18-01)**

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

SECTION 1. The Official Map of the City of Green Bay, as created by Section 12.02, Green Bay Municipal Code, is hereby amended to establish the Plat of Right-of-Way required for Sitka Street and Superior Road, as depicted on a map attached hereto and made a part of this ordinance as though fully set forth herein.

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 12.03, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2017.

APPROVED:

Mayor

ATTEST:

Clerk

SH:js

8/21/18

Attachments – Legal Description and Map

LEGAL DESCRIPTION FOR AMENDING
THE OFFICIAL MAP OF THE CITY OF GREEN BAY TO APPROVE A
PLAT OF RIGHT-OF-WAY FOR SITKA STREET AND SUPERIOR ROAD

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR PROPOSED
STREETS NORTH OF SITKA STREET BETWEEN SUPERIOR ROAD AND EASY STREET

Parcels 1, 2 and 3: Fee Acquisition (Street Rights-Of-Way)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 3, Township 23 North, Range 21 East;

thence S89°-26'-04"W, 1150.26 feet along the East-West $\frac{1}{4}$ line of said Section 3, Township 23 North, Range 21 East;

thence N00°-20'-53"E, 50.00 feet, to the north right-of way line of Sitka Street and the point of beginning;

thence continuing N00°-20'-53"E, 203.14 feet;

thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;

thence S89°-26'-34"W, 691.17 feet;

thence southwesterly along the arc of a 135.00 foot radius curve to the left, 212.08 feet, said curve having a chord which bears S44°-26'-19"W, 190.93 feet;

thence S00°-33'-56"E, 205.36 feet;

thence N89°-26'-04"E, 70.00 feet;

thence N00°-33'-56"W, 205.36 feet;

thence northeasterly along the arc of a 65.00 foot radius curve to the left, 102.11 feet, said curve having a chord which bears N44°-26'-19"E, 91.93 feet;

thence N89°-26'-34"E, 691.17 feet;

thence southeasterly along the arc of a 65.00 foot radius curve to the left, 103.13 feet, said curve having a chord which bears S45°-06'-17"E, 92.65 feet;

thence S00°-20'-53"W, 204.25 feet, to the north right-of way line of Sitka Street;

thence N89°-26'-04"E, 70.01 feet, along said north right-of way line of Sitka Street to the point of beginning.

Tax parcels affected numbers 21-50, 21-51 and 21-52.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR STORM
SEWER EASEMENT TO SERVE SUPERIOR ROAD STORM WATER MANAGEMENT
FACILITY

Parcel 1: Permanent Limited Easement (Storm Sewer)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 3, Township 23 North, Range 21 East;

thence S89°-26'-04"W, 1150.26 feet along the East-West $\frac{1}{4}$ line of said Section 3, Township 23 North, Range 21 East;

thence N00°-20'-53"E, 50.00 feet, to the north right-of way line of Sitka Street;

thence continuing N00°-20'-53"E, 203.14 feet;

thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;

thence S89°-26'-34"W, 691.17 feet;

thence southwesterly along the arc of a 135.00 foot radius curve to the left, 27.60 feet, said curve having a chord which bears S83°-35'-13"W, 27.55 feet, to the point of beginning;

thence N03°-33'-53"W, 202.46 feet;

thence S89°-28'-23"W, 10.92 feet;

thence S00°-31'-37"E, 30.03 feet;

thence S89°-28'-23"W, 12.52 feet;

thence S03°-33'-53"E, 180.03 feet;

thence northeasterly along the arc of a 135.00 foot radius curve to the right, 25.83 feet, said curve having a chord which bears N72°-15'-02"E, 25.79 feet, to the point of beginning.

Tax parcel affected number 21-51.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
PERMANENT LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR
ROAD TO ONTARIO ROAD

Parcel 3: Permanent Limited Easement (Storm Sewer)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 3, Township 23 North, Range 21 East;

thence S89°-26'-04"W, 192.87 feet along the East-West $\frac{1}{4}$ line of said Section 3, Township 23 North, Range 21 East;

thence N00°-33'-56"W, 35.00 feet, to the north right-of way line of Sitka Street, and the point of beginning;

thence S89°-26'-00"W, 12.00 feet, along said north right-of way line of Sitka Street;

thence N00°-34'-00"W, 20.00 feet;

thence N89°-26'-00"E, 12.00 feet;

thence S00°-34'-00"E, 20.00 feet, to the point of beginning.

AND

That part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 3, Township 23 North, Range 21 East;

thence S89°-26'-04"W, 1024.44 feet along the East-West $\frac{1}{4}$ line of said Section 3, Township 23 North, Range 21 East;

thence N00°-33'-56"W, 49.92 feet, to the north right-of way line of Sitka Street, and the point of beginning;

thence southwesterly, along said north right-of way line of Sitka Street, along the arc of a 1366.49 foot radius curve to the left, 12.00 feet, said curve having a chord which bears S88°-33'-03"W, 12.00 feet;

thence N00°-34'-00"W, 20.00 feet;

thence northeasterly, along the arc of a 1386.49 foot radius curve to the right, 12.00 feet, said curve having a chord which bears N88°-33'-03"E, 12.00 feet;

thence S00°-34'-00"E, 20.00 feet, to the point of beginning.

Tax parcel affected number 21-52.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
ADDITIONAL LANDS REQUIRED TO SERVE SUPERIOR ROAD STORM WATER
MANAGEMENT FACILITY

Parcel 1: Fee Acquisition (Additional Lands for Storm Water Management Facility)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 3, Township 23 North, Range 21 East;

thence S89°-26'-04"W, 1150.26 feet along the East-West $\frac{1}{4}$ line of said Section 3, Township 23 North, Range 21 East;

thence N00°-20'-53"E, 253.15 feet;

thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;

thence S89°-26'-34"W, 691.17 feet;

thence southwesterly along the arc of a 135.00 foot radius curve to the left, 40.35 feet, said curve having a chord which bears S80°-52'-47"W, 40.20 feet;

thence N03°-33'-53"W, 163.55 feet to the point of beginning;

thence N89°-28'-23"E, 11.36 feet;

thence N00°-31'-37"W, 330.01 feet;

thence S55°-44'-17"W, 14.43 feet;

thence S00°-31'-37"E, 310.00 feet;

thence S89°-28'-23"W, 370.00 feet;

thence S54°-32'-44"E, 20.42 feet;

thence N89°-28'-23"E, 354.11 feet, to the point of beginning.

Tax parcel affected number 21-51.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED TO SERVE SUPERIOR ROAD STORM
WATER MANAGEMENT FACILITY

Parcel 1: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 3, Township 23 North, Range 21 East;

thence S89°-26'-04"W, 1150.26 feet along the East-West $\frac{1}{4}$ line of said Section 3, Township 23 North, Range 21 East;

thence N00°-20'-53"E, 253.15 feet;

thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;

thence S89°-26'-34"W, 691.17 feet;

thence southwesterly along the arc of a 135.00 foot radius curve to the left, 40.35 feet, said curve having a chord which bears S80°-52'-47"W, 40.20 feet;

thence N03°-33'-53"W, 112.55 feet to the point of beginning;

thence N76°-31'-15"E, 8.89 feet;

thence N00°-31'-37"W, 48.94 feet;

thence S89°-28'-23"W, 355.10 feet;

thence S58°-52'-48"E, 70.18 feet;

thence S86°-09'-04"E, 115.77 feet;

thence S81°-25'-33"E, 76.40 feet;

thence S84°-17'-24"E, 45.16 feet;

thence N76°-31'-15"E, 52.27 feet, to the point of beginning.

Tax parcel affected number 21-51.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED TO SERVE SUPERIOR ROAD STORM
WATER MANAGEMENT FACILITY

Parcels 1 and 2: Temporary Limited Easement (Storage of Top Soil)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 3, Township 23 North, Range 21 East;

thence S89°-26'-04"W, 1150.26 feet along the East-West $\frac{1}{4}$ line of said Section 3, Township 23 North, Range 21 East;

thence N00°-20'-53"E, 253.15 feet;

thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;

thence S89°-26'-34"W, 691.17 feet;

thence southwesterly along the arc of a 135.00 foot radius curve to the left, 40.35 feet, said curve having a chord which bears S80°-52'-47"W, 40.20 feet;

thence N03°-33'-53"W, 114.57 feet;

thence N89°-38'-40"E, 8.77 feet, to the point of beginning;

thence N89°-38'-40"E, 231.10 feet;

thence N00°-00'-00"E, 199.08 feet;

thence N90°-00'-00"W, 158.71 feet;

thence N07°-38'-30"W, 50.72 feet;

thence N11°-58'-58"W, 52.10 feet;

thence N51°-01'-10"W, 74.66 feet;

thence S00°-31'-37"E, 348.72 feet, to the point of beginning.

Tax parcels affected numbers 21-50 and 21-51.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR
ROAD TO ONTARIO ROAD

Parcels 1 and 2: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The southerly 20.0 feet of that part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described in Brown County Document Number 2633677, lying northerly of, and adjacent to, the north line of Sitka Street.

Tax parcels affected numbers 21-50 and 21-51.

Parcel 3: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The southerly 20.0 feet of that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, lying northerly of, and adjacent to, the north line of Sitka Street.

Excepting therefrom the northerly 10.0 feet of the southerly 20.0 feet of the westerly 437.84 feet, of the easterly 723.75 feet of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, lying northerly of, and adjacent to, the north line of Sitka Street.

Tax parcel affected number 21-52.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED FOR SUPERIOR ROAD FROM
GILBERT DRIVE TO SUPERIOR ROAD AND FOR SITKA STREET FROM SUPERIOR
ROAD TO ONTARIO ROAD

Parcel 4: Temporary Limited Easement (Grading)

Grantor: Blue Viper, LLC

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The westerly 26.0 feet of that part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described in Brown County Document Number 2730967, lying easterly of, and adjacent to, the east line of Superior Road.

AND

The northerly 15.0 feet of that part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described in Brown County Document Number 2730967, lying southerly of, and adjacent to, the south line of Sitka Street.

Tax parcel affected number 21-71.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR
ROAD TO ONTARIO ROAD

Parcel 5: Temporary Limited Easement (Grading)

Grantor: Benjamin C. & Jody A. Wipfli

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The northerly 13.0 feet of the westerly 47.0 feet; and the northerly 3.0 feet of the easterly 73.15 feet; and westerly 13.0 feet of the northerly 26.0 feet, of Lot 106, Baird's Creek Estates Second Addition, City of Green Bay, Brown County, Wisconsin.

Tax parcel affected number 21-3876.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR
ROAD TO ONTARIO ROAD

Parcel 6: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The northerly 10.0 feet of Outlot 1, Highland Acres Second Addition, City of Green Bay, Brown County, Wisconsin, excepting therefrom the westerly 20.0 feet.

Tax parcel affected number 21-6668-55-1.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR
ROAD TO ONTARIO ROAD

Parcel 7: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The northerly 10.0 feet of Lot 4, Brown County Certified Survey Map Number 8549 as filed in Volume 60 of Certified Survey Maps Page 218 (being part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East), City of Green Bay, Brown County, Wisconsin.

Tax parcel affected number 21-68.3.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR
ROAD TO ONTARIO ROAD

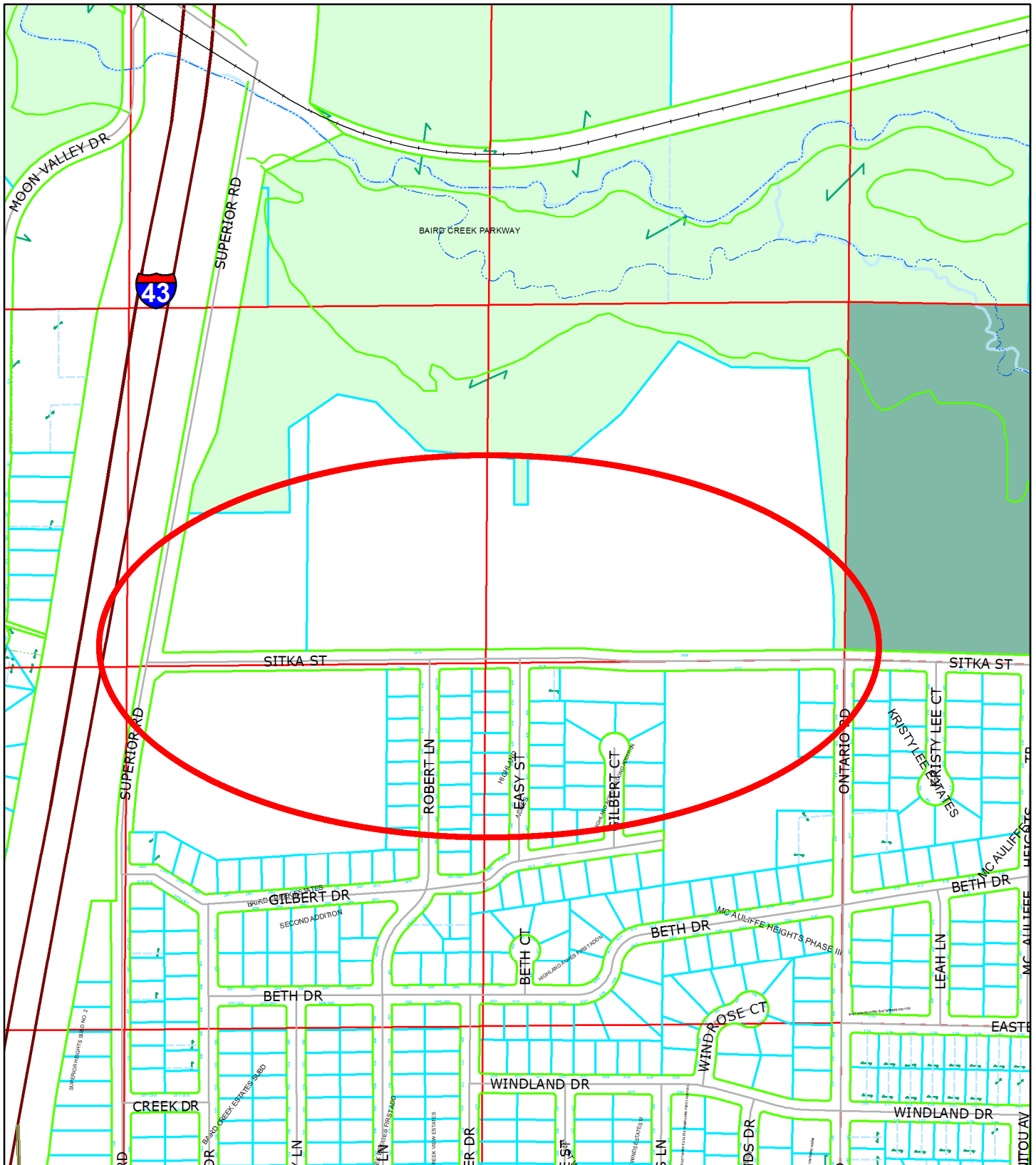
Parcel 8: Temporary Limited Easement (Grading)

Grantor: Aaron J. & Melissa H. Steffen

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

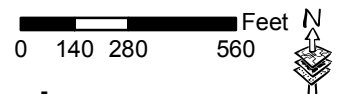
The northerly 10.0 feet of the westerly 118 .0 feet of Lot 1, Brown County Certified Survey Map Number 8549 as filed in Volume 60 of Certified Survey Maps Page 218 (being part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East), City of Green Bay, Brown County, Wisconsin.

Tax parcel affected number 21-68.5.



**(ROW 18-01) Consideration with possible action
on the request to approve a Plat of Right-of-Way
and Map Amendment for Sitka Street and Superior Road**

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 7.24.18
24 Jul 2018 X:\Planning\Basemaps\template_8.5x11.mxd



 Subject Area

ZONING ORDINANCE NO. 13-18

**AN ORDINANCE
REZONING PROPERTY LOCATED
AT 1000 MAIN STREET AND 1003 PINE STREET
FROM GENERAL COMMERCIAL (C1) DISTRICT
TO HIGHWAY COMMERCIAL (C2) DISTRICT
(ZP 18-26)**

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 rezoning the following described property from General Commercial (C1) District to Highway Commercial (C2) District:

NAVARINO PLAT LOTS 175, 176 & 177 EX ST
(Tax Parcel No. 9-14)

NAVARINO PLAT LOTS 418 & 419
(Tax Parcel No. 9-100)

NAVARINO PLAT LOT 417
(Tax Parcel No. 9-98)

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.

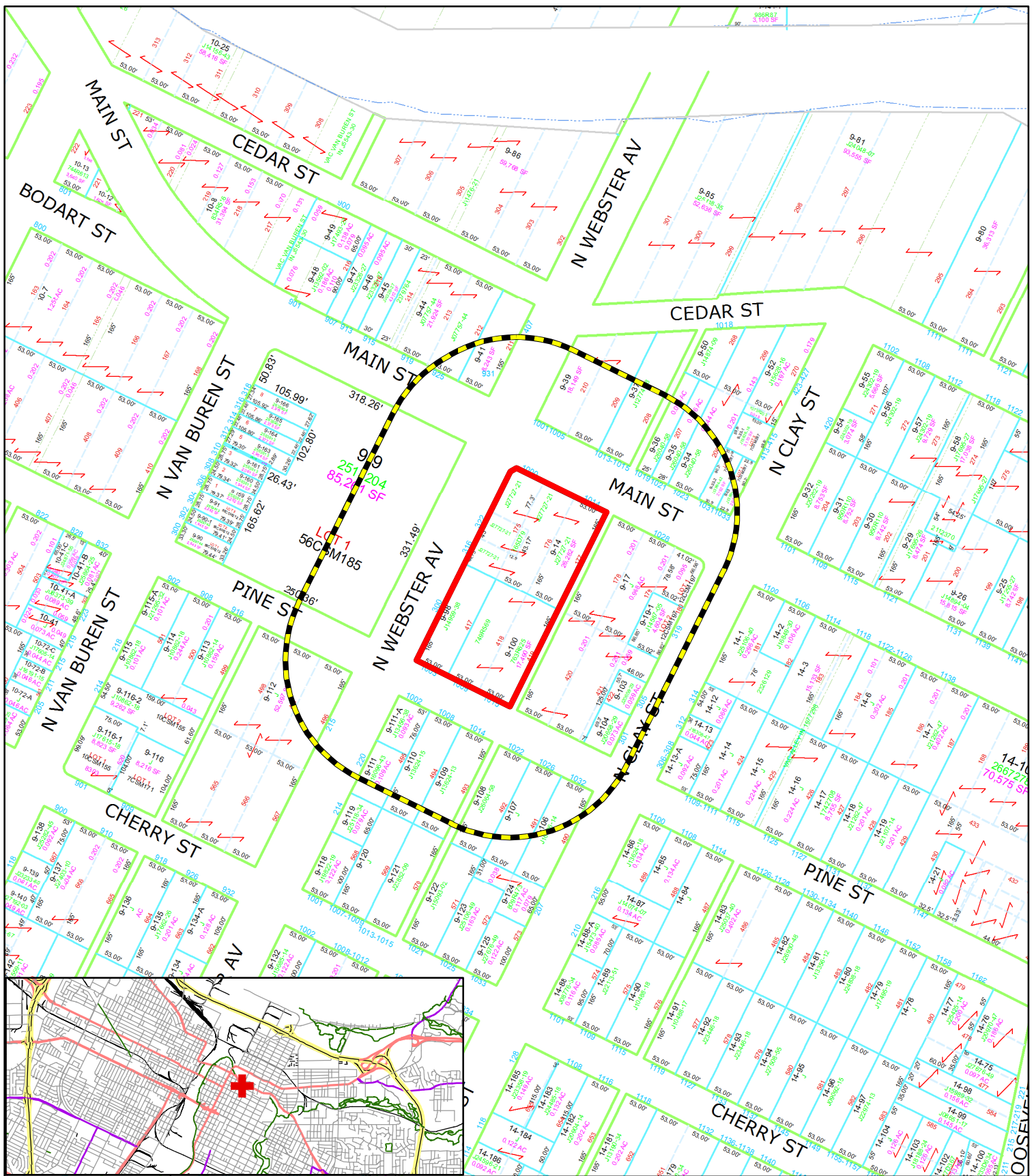
APPROVED:

Mayor

ATTEST:

Clerk

8/21/18
Attachment – Map



Subject Area



200' Property Owner Notice

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Map prepared by PN



0 5,000 10,000
Feet

Zoning Petition (ZP18-26)
Rezone 1000 Main Street and 1003 Pine Street from
General Commercial (C1) to
Highway Commercial (C2) district.

ZONING ORDINANCE NO. 14-18

**AN ORDINANCE
REZONING PROPERTY LOCATED
AT 1532 SHAWANO AVENUE
FROM OFFICE/RESIDENTIAL (OR) DISTRICT
TO GENERAL COMMERCIAL (C1) DISTRICT
(ZP 18-28)**

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 rezoning the following described property from Office/Residential (OR) District to General Commercial (C1) District:

PRIVATE CLAIM #1W THAT PART DES IN 241 D 116 BCR EXC VOL
289 D 299 BCR

Tax Parcel No. 6-236

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:

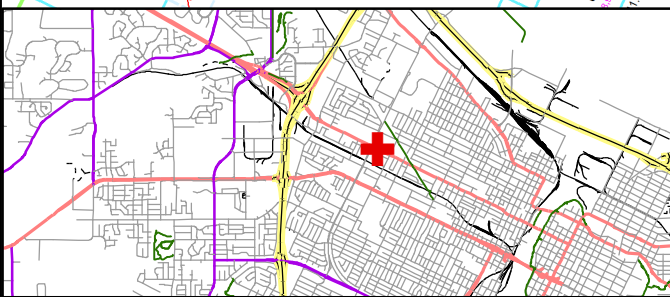
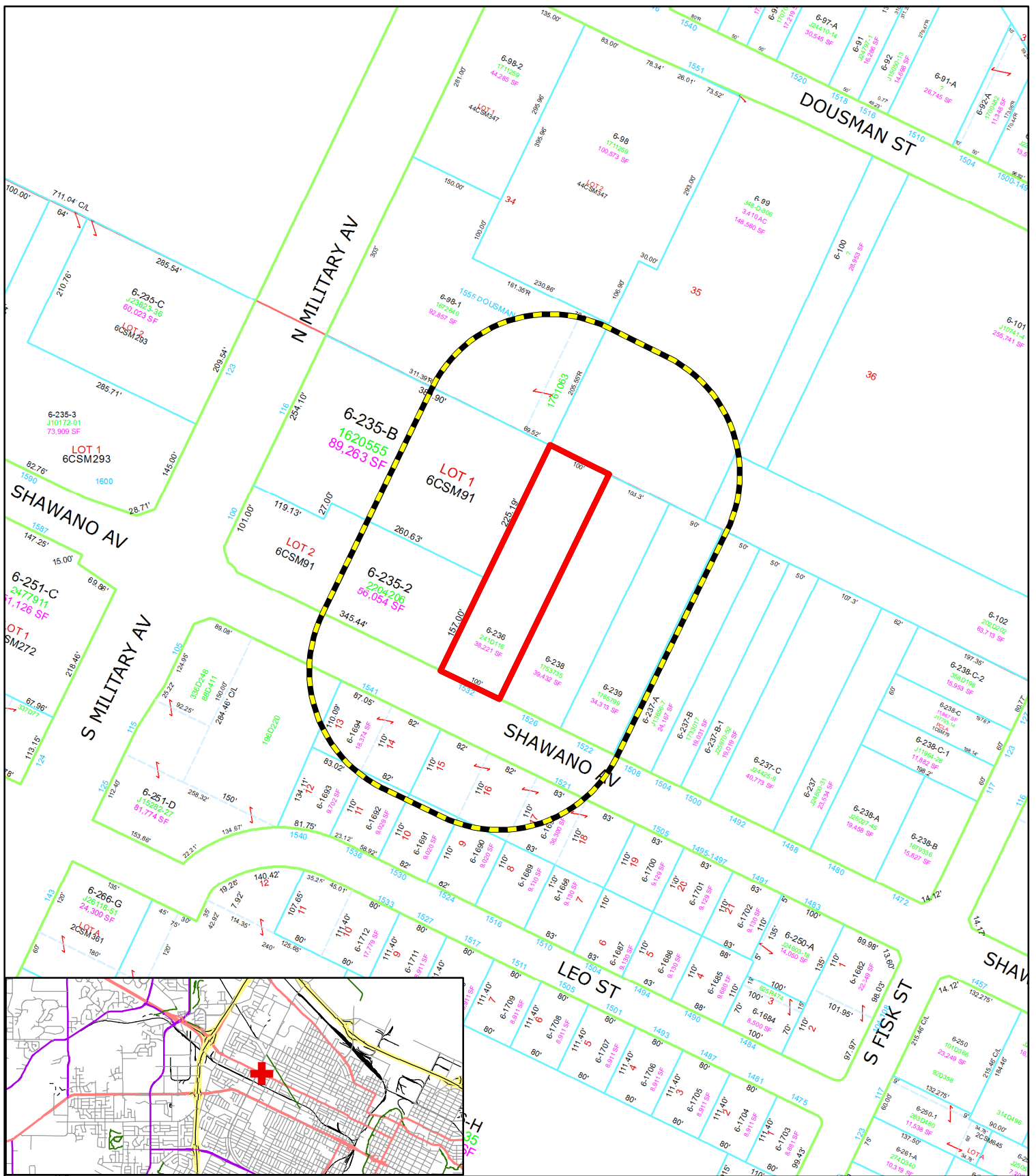
Mayor

ATTEST:

Clerk

PN

8/21/18
Attachment – Map



- Subject Area
- 200' Property Owner Notice



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

0 5,000 10,000
Feet

Zoning Petition (ZP18-28)
Rezone 1532 Shawano Avenue from
Office/Residential (OR) to General Commercial (C1)

PLANNING ORDINANCE NO. 3-18

**AN ORDINANCE
AMENDING THE OFFICIAL MAP OF THE
CITY OF GREEN BAY TO APPROVE A PLAT OF RIGHT-OF-WAY
FOR SITKA STREET AND SUPERIOR ROAD
(ROW 18-01)**

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

SECTION 1. The Official Map of the City of Green Bay, as created by Section 12.02, Green Bay Municipal Code, is hereby amended to establish the Plat of Right-of-Way required for Sitka Street and Superior Road, as depicted on a map attached hereto and made a part of this ordinance as though fully set forth herein.

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 12.03, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2017.

APPROVED:

Mayor

ATTEST:

Clerk

SH:js

8/21/18

Attachments – Legal Description and Map

LEGAL DESCRIPTION FOR AMENDING
THE OFFICIAL MAP OF THE CITY OF GREEN BAY TO APPROVE A
PLAT OF RIGHT-OF-WAY FOR SITKA STREET AND SUPERIOR ROAD

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR PROPOSED
STREETS NORTH OF SITKA STREET BETWEEN SUPERIOR ROAD AND EASY STREET

Parcels 1, 2 and 3: Fee Acquisition (Street Rights-Of-Way)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 3, Township 23 North, Range 21 East;

thence S89°-26'-04"W, 1150.26 feet along the East-West $\frac{1}{4}$ line of said Section 3, Township 23 North, Range 21 East;

thence N00°-20'-53"E, 50.00 feet, to the north right-of way line of Sitka Street and the point of beginning;

thence continuing N00°-20'-53"E, 203.14 feet;

thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;

thence S89°-26'-34"W, 691.17 feet;

thence southwesterly along the arc of a 135.00 foot radius curve to the left, 212.08 feet, said curve having a chord which bears S44°-26'-19"W, 190.93 feet;

thence S00°-33'-56"E, 205.36 feet;

thence N89°-26'-04"E, 70.00 feet;

thence N00°-33'-56"W, 205.36 feet;

thence northeasterly along the arc of a 65.00 foot radius curve to the left, 102.11 feet, said curve having a chord which bears N44°-26'-19"E, 91.93 feet;

thence N89°-26'-34"E, 691.17 feet;

thence southeasterly along the arc of a 65.00 foot radius curve to the left, 103.13 feet, said curve having a chord which bears S45°-06'-17"E, 92.65 feet;

thence S00°-20'-53"W, 204.25 feet, to the north right-of way line of Sitka Street;

thence N89°-26'-04"E, 70.01 feet, along said north right-of way line of Sitka Street to the point of beginning.

Tax parcels affected numbers 21-50, 21-51 and 21-52.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR STORM
SEWER EASEMENT TO SERVE SUPERIOR ROAD STORM WATER MANAGEMENT
FACILITY

Parcel 1: Permanent Limited Easement (Storm Sewer)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 3, Township 23 North, Range 21 East;
thence S89°-26'-04"W, 1150.26 feet along the East-West $\frac{1}{4}$ line of said Section 3, Township 23 North, Range 21 East;
thence N00°-20'-53"E, 50.00 feet, to the north right-of way line of Sitka Street;
thence continuing N00°-20'-53"E, 203.14 feet;
thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;
thence S89°-26'-34"W, 691.17 feet;
thence southwesterly along the arc of a 135.00 foot radius curve to the left, 27.60 feet, said curve having a chord which bears S83°-35'-13"W, 27.55 feet, to the point of beginning;
thence N03°-33'-53"W, 202.46 feet;
thence S89°-28'-23"W, 10.92 feet;
thence S00°-31'-37"E, 30.03 feet;
thence S89°-28'-23"W, 12.52 feet;
thence S03°-33'-53"E, 180.03 feet;
thence northeasterly along the arc of a 135.00 foot radius curve to the right, 25.83 feet, said curve having a chord which bears N72°-15'-02"E, 25.79 feet, to the point of beginning.

Tax parcel affected number 21-51.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
PERMANENT LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR
ROAD TO ONTARIO ROAD

Parcel 3: Permanent Limited Easement (Storm Sewer)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 3, Township 23 North, Range 21 East;

thence S89°-26'-04"W, 192.87 feet along the East-West $\frac{1}{4}$ line of said Section 3, Township 23 North, Range 21 East;

thence N00°-33'-56"W, 35.00 feet, to the north right-of way line of Sitka Street, and the point of beginning;

thence S89°-26'-00"W, 12.00 feet, along said north right-of way line of Sitka Street;

thence N00°-34'-00"W, 20.00 feet;

thence N89°-26'-00"E, 12.00 feet;

thence S00°-34'-00"E, 20.00 feet, to the point of beginning.

AND

That part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 3, Township 23 North, Range 21 East;

thence S89°-26'-04"W, 1024.44 feet along the East-West $\frac{1}{4}$ line of said Section 3, Township 23 North, Range 21 East;

thence N00°-33'-56"W, 49.92 feet, to the north right-of way line of Sitka Street, and the point of beginning;

thence southwesterly, along said north right-of way line of Sitka Street, along the arc of a 1366.49 foot radius curve to the left, 12.00 feet, said curve having a chord which bears S88°-33'-03"W, 12.00 feet;

thence N00°-34'-00"W, 20.00 feet;

thence northeasterly, along the arc of a 1386.49 foot radius curve to the right, 12.00 feet, said curve having a chord which bears N88°-33'-03"E, 12.00 feet;

thence S00°-34'-00"E, 20.00 feet, to the point of beginning.

Tax parcel affected number 21-52.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
ADDITIONAL LANDS REQUIRED TO SERVE SUPERIOR ROAD STORM WATER
MANAGEMENT FACILITY

Parcel 1: Fee Acquisition (Additional Lands for Storm Water Management Facility)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 3, Township 23 North, Range 21 East;

thence S89°-26'-04"W, 1150.26 feet along the East-West $\frac{1}{4}$ line of said Section 3, Township 23 North, Range 21 East;

thence N00°-20'-53"E, 253.15 feet;

thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;

thence S89°-26'-34"W, 691.17 feet;

thence southwesterly along the arc of a 135.00 foot radius curve to the left, 40.35 feet, said curve having a chord which bears S80°-52'-47"W, 40.20 feet;

thence N03°-33'-53"W, 163.55 feet to the point of beginning;

thence N89°-28'-23"E, 11.36 feet;

thence N00°-31'-37"W, 330.01 feet;

thence S55°-44'-17"W, 14.43 feet;

thence S00°-31'-37"E, 310.00 feet;

thence S89°-28'-23"W, 370.00 feet;

thence S54°-32'-44"E, 20.42 feet;

thence N89°-28'-23"E, 354.11 feet, to the point of beginning.

Tax parcel affected number 21-51.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED TO SERVE SUPERIOR ROAD STORM
WATER MANAGEMENT FACILITY

Parcel 1: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 3, Township 23 North, Range 21 East;

thence S89°-26'-04"W, 1150.26 feet along the East-West $\frac{1}{4}$ line of said Section 3, Township 23 North, Range 21 East;

thence N00°-20'-53"E, 253.15 feet;

thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;

thence S89°-26'-34"W, 691.17 feet;

thence southwesterly along the arc of a 135.00 foot radius curve to the left, 40.35 feet, said curve having a chord which bears S80°-52'-47"W, 40.20 feet;

thence N03°-33'-53"W, 112.55 feet to the point of beginning;

thence N76°-31'-15"E, 8.89 feet;

thence N00°-31'-37"W, 48.94 feet;

thence S89°-28'-23"W, 355.10 feet;

thence S58°-52'-48"E, 70.18 feet;

thence S86°-09'-04"E, 115.77 feet;

thence S81°-25'-33"E, 76.40 feet;

thence S84°-17'-24"E, 45.16 feet;

thence N76°-31'-15"E, 52.27 feet, to the point of beginning.

Tax parcel affected number 21-51.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED TO SERVE SUPERIOR ROAD STORM
WATER MANAGEMENT FACILITY

Parcels 1 and 2: Temporary Limited Easement (Storage of Top Soil)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 3, Township 23 North, Range 21 East;

thence S89°-26'-04"W, 1150.26 feet along the East-West $\frac{1}{4}$ line of said Section 3, Township 23 North, Range 21 East;

thence N00°-20'-53"E, 253.15 feet;

thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;

thence S89°-26'-34"W, 691.17 feet;

thence southwesterly along the arc of a 135.00 foot radius curve to the left, 40.35 feet, said curve having a chord which bears S80°-52'-47"W, 40.20 feet;

thence N03°-33'-53"W, 114.57 feet;

thence N89°-38'-40"E, 8.77 feet, to the point of beginning;

thence N89°-38'-40"E, 231.10 feet;

thence N00°-00'-00"E, 199.08 feet;

thence N90°-00'-00"W, 158.71 feet;

thence N07°-38'-30"W, 50.72 feet;

thence N11°-58'-58"W, 52.10 feet;

thence N51°-01'-10"W, 74.66 feet;

thence S00°-31'-37"E, 348.72 feet, to the point of beginning.

Tax parcels affected numbers 21-50 and 21-51.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR
ROAD TO ONTARIO ROAD

Parcels 1 and 2: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The southerly 20.0 feet of that part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described in Brown County Document Number 2633677, lying northerly of, and adjacent to, the north line of Sitka Street.

Tax parcels affected numbers 21-50 and 21-51.

Parcel 3: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The southerly 20.0 feet of that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, lying northerly of, and adjacent to, the north line of Sitka Street.

Excepting therefrom the northerly 10.0 feet of the southerly 20.0 feet of the westerly 437.84 feet, of the easterly 723.75 feet of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, lying northerly of, and adjacent to, the north line of Sitka Street.

Tax parcel affected number 21-52.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED FOR SUPERIOR ROAD FROM
GILBERT DRIVE TO SUPERIOR ROAD AND FOR SITKA STREET FROM SUPERIOR
ROAD TO ONTARIO ROAD

Parcel 4: Temporary Limited Easement (Grading)

Grantor: Blue Viper, LLC

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The westerly 26.0 feet of that part of the Northwest ¼ of the Southeast ¼, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described in Brown County Document Number 2730967, lying easterly of, and adjacent to, the east line of Superior Road.

AND

The northerly 15.0 feet of that part of the Northwest ¼ of the Southeast ¼, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described in Brown County Document Number 2730967, lying southerly of, and adjacent to, the south line of Sitka Street.

Tax parcel affected number 21-71.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR
ROAD TO ONTARIO ROAD

Parcel 5: Temporary Limited Easement (Grading)

Grantor: Benjamin C. & Jody A. Wipfli

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The northerly 13.0 feet of the westerly 47.0 feet; and the northerly 3.0 feet of the easterly 73.15 feet; and westerly 13.0 feet of the northerly 26.0 feet, of Lot 106, Baird's Creek Estates Second Addition, City of Green Bay, Brown County, Wisconsin.

Tax parcel affected number 21-3876.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR
ROAD TO ONTARIO ROAD

Parcel 6: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The northerly 10.0 feet of Outlot 1, Highland Acres Second Addition, City of Green Bay, Brown County, Wisconsin, excepting therefrom the westerly 20.0 feet.

Tax parcel affected number 21-6668-55-1.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR
ROAD TO ONTARIO ROAD

Parcel 7: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt Revocable Trust

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The northerly 10.0 feet of Lot 4, Brown County Certified Survey Map Number 8549 as filed in Volume 60 of Certified Survey Maps Page 218 (being part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East), City of Green Bay, Brown County, Wisconsin.

Tax parcel affected number 21-68.3.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR
TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR
ROAD TO ONTARIO ROAD

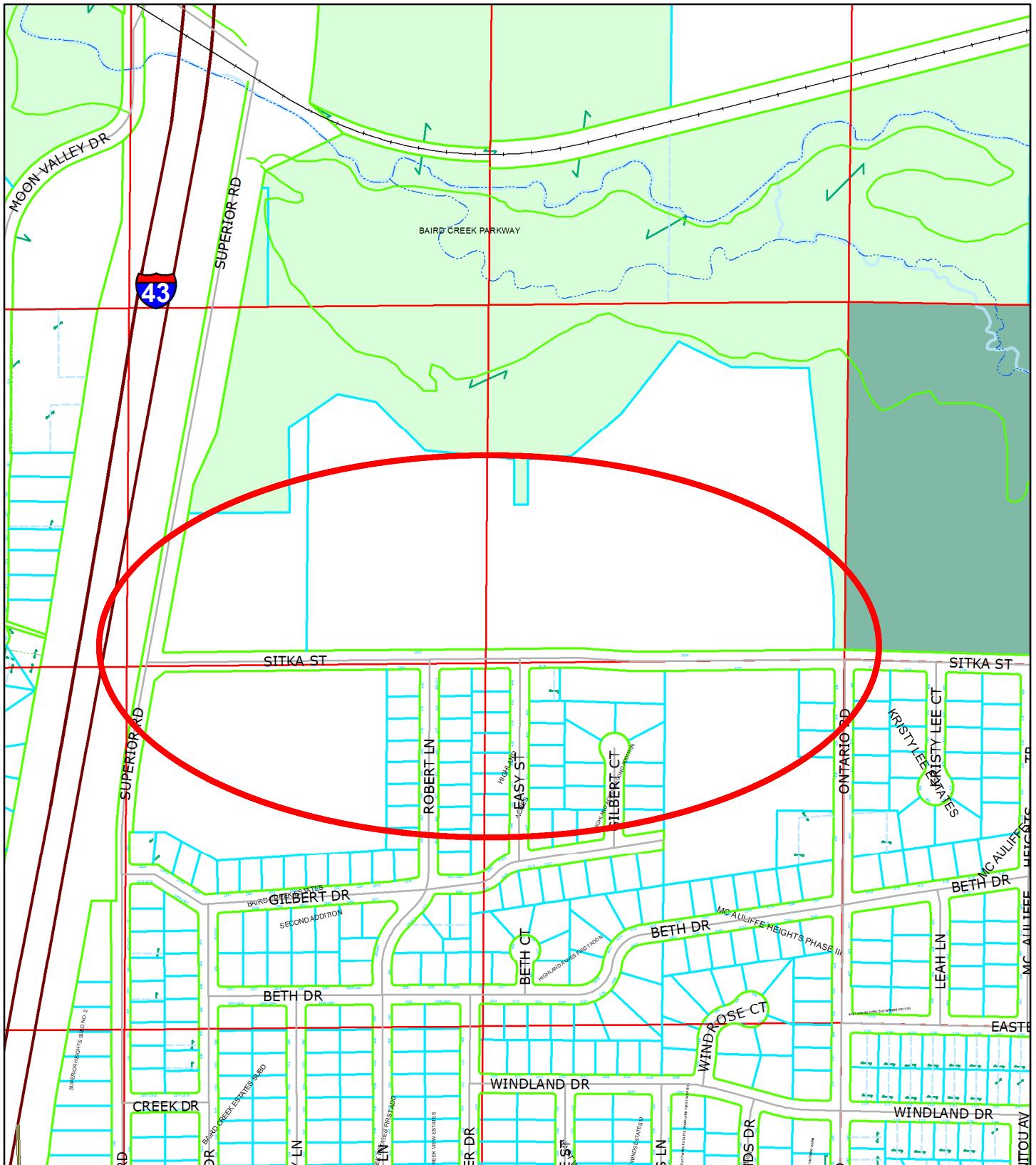
Parcel 8: Temporary Limited Easement (Grading)

Grantor: Aaron J. & Melissa H. Steffen

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The northerly 10.0 feet of the westerly 118 .0 feet of Lot 1, Brown County Certified Survey Map Number 8549 as filed in Volume 60 of Certified Survey Maps Page 218 (being part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 3, Township 23 North, Range 21 East), City of Green Bay, Brown County, Wisconsin.

Tax parcel affected number 21-68.5.



**(ROW 18-01) Consideration with possible action
on the request to approve a Plat of Right-of-Way
and Map Amendment for Sitka Street and Superior Road**

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 7.24.18
24 Jul 2018 X:\Planning\Basemaps\template_8.5x11.mxd

0 140 280 560 Feet N



Subject Area

MISCELLANEOUS ORDINANCE NO. 3-18

**AN ORDINANCE
AUTHORIZING SALARY INCREASES
FOR THE MAYOR EFFECTIVE
APRIL 16, 2019; APRIL 21, 2020;
APRIL 20, 2021; AND APRIL 19, 2022**

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

SECTION 1. Effective April 16, 2019, the yearly salary of the Mayor shall increase by \$4,794.34.

SECTION 2. Effective April 21, 2020, the yearly salary of the Mayor shall increase by \$4,890.23.

SECTION 3. Effective April 20, 2021, the yearly salary of the Mayor shall increase by \$4,988.03.

SECTION 4. Effective April 19, 2022, the yearly salary of the Mayor shall increase by \$5,087.79.

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

SECTION 6. 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

KKJ

8/21/18



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # K.2.

To approve the health insurance plan as presented to be effective January 1, 2019.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2019 Health Insurance Plan Recommendation

Health Carrier

CURRENT: UMR

ALTERNATE: UMR

Deductible	In Network	Single	Family	Single	Family
Deductible Reimbursement Account (DRA)		\$2,250	\$4,500	\$2,500	\$5,000
	Out of Network	\$500	\$1,000		
Co-Insurance		\$4,500	\$9,000	\$5,000	\$10,000
	In Network	80%		80%	
	Out of Network	60%		60%	
Maximum Out-of-Pocket		Single	Family	Single	Family
	In Network	\$4,500	\$9,000	\$5,000	\$10,000
	Out of Network	\$9,000	\$18,000	\$10,000	\$20,000
Office Visits		PCP	Specialist	PCP	Specialist
	In Network	\$35 Copay, then 100%		Deductible & Coinsurance	
	Bellin Health Fast Care at Shopko	\$0 Copay		Deductible & Coinsurance	
	Out of Network	Deductible & Coinsurance		Deductible & Coinsurance	
Routine/Preventive Care		Select Services Covered in Full		Select Services Covered in Full	
	In Network	Deductible & Coinsurance		Deductible & Coinsurance	
Urgent Care					
	In Network	\$35 Copay		Deductible & Coinsurance	
	Out of Network	\$35 Copay		Deductible & Coinsurance	
Emergency Room		\$200 Copay		Deductible & Coinsurance	
Hospital Services					
	In Network	Deductible & Coinsurance		Deductible & Coinsurance	
	Out of Network	Deductible & Coinsurance		Deductible & Coinsurance	
Prescription Drugs					
	In Network	\$5/\$25/\$45		Deductible & Coinsurance	
	Mail Order	90-day supply for 2 Copays		Deductible & Coinsurance	
	Specialty Pharmacy	10% not to exceed \$75 Copay		Deductible & Coinsurance	

Rates

Current

Renewal

Alternate

Employee	290	\$618.82	\$655.95	\$575.92
Family	656	\$1,498.93	\$1,588.87	\$1,395.02
			6.00%	-6.93%

FREEDOM TO MOVE FORWARD





Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # K.3.

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

- a. Cleaner (part-time) - Parks, Recreation & Forestry
- b. Bridgetender - Public Works
- c. Housing Administrator - Community & Economic Development

BACKGROUND

RECOMMENDATION

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.

- Cleaner (Part-time) – Replacement position due to the retirement of Karen Zelzer effective August 31, 2018. Salary: \$14.20/hour.
- Bridgetender – Replacement position due to the resignation of Kurt Hollis effective September 14, 2018. Salary: \$22.04/hour.
- Housing Administrator – Replacement position due to the resignation of Robyn Hallet effective September 21, 2018. Salary range: \$65,541 - \$77,106.

FISCAL IMPACT

ATTACHMENTS

1. Cleaner (Part-Time) - K. Zelzer 08.31.18
2. Bridgetender - K. Hollis 9-5-18
3. Housing Administrator - R. Hallet 9.21.18

**Position Fill Request
Justification Report
August 20, 2018**

Position Title: Cleaner (Part-Time)

- 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 the retirement of Karen Zelzer effective August 31, 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. The current hourly rate is \$14.20 per hour.

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

The part-time Cleaner position keeps the premises of the City Hall office building in clean and orderly condition. Below are the main job duties:

- Picks up and disposes of trash. Dusts woodwork, furniture, windowsills, room dividers, file cabinets, counters, and other fixtures. Cleans glass doors, marble surfaces, light switches, and mirrors. Cleans elevators including washing walls and floors.
- Cleans and polishes furniture. Dry and wet mops office floors, stairs, landings, hallways, and rest rooms. Assists with wet mopping during scrubbing floor for waxing.
- Vacuums carpeting and sweeps floors. Scrubs drinking fountains, sinks, toilets, and urinals. Washes windows, walls, and waste containers. Washes rest room stalls and walls.
- Replenishes rest rooms supplies. Closes windows, turns out lights, and locks office doors. Reports needed repairs, lights out, etc.

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

No.

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

We currently employ six Cleaners to clean the six floors of City Hall each evening from Monday – Friday. There were as many as nine Cleaner positions in the last twenty-five years, but three positions were eliminated.

If five Cleaners were to clean six floors, the following would occur:

- a. An extra one-half to one and one-half hours of work would be added to each of the remaining five Cleaners. The cost of wages is the same for six part-time Cleaners that work 17-hour work weeks as five part-time Cleaners that work 20.5 work weeks.

However, the Cleaner receives pro-rated benefits.

(or)

- b. We would need to eliminate some cleaning operations on each floor, each night, which is a 16.7% reduction in service.

(or)

- c. Cleaning operations would additionally suffer if one or more of the Cleaners needed to be off for various reasons.

(or)

- d. The Custodians (full-time employees paid at a higher wage) could fill in on a short-term basis, but to have the Custodians perform Cleaner duties beyond a very short-term basis and forego their normal assignments would be counterproductive.

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

The current Cleaners and Custodians will perform the duties on a short-term basis until the position is filled.

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

The cleanliness of offices, restrooms, and public meeting areas of City Hall will be reduced.

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

Private contracting – not considered to be a cost-savings option. Furthermore, there are privacy/confidentiality concerns in some offices at City Hall if a contracted service is used.

9. Are there union issues?

No.

10. Other supporting comments.

The staffing of the cleaning and maintenance operation at City Hall has already been reduced to a minimum level. All City Hall employees deserve to work in, at least, a clean, safe, and productive environment. Reducing the level of cleanliness at City Hall may present the message to taxpayers that we cannot maintain the facilities that they have provided for us. We are asking to have this part-time Cleaner position filled in order to maintain a satisfactory level of cleanliness at City Hall.

**Position Fill Request
Justification Report
September 5, 2018**

Position Title: Sewer/Bridge Section – Bridgetender

- 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**

DPW is seeking replacement of one (1) vacancy due to the resignation of Kurt Hollis effective September 14, 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 in the DPW-Operations Division budget. The current base salary for a Bridgetender is \$22.04/hour, or \$36,675/year; based on the shipping season schedule from April 1 to December 1 of each year. The City receives reimbursement from the Wisconsin Department of Transportation (WisDOT) for 100% of operational costs associated with the Mason and Walnut Street Bridges. The City receives up to 100% of operational costs associated with the Main Street Bridge, depending on funding left over in the State's bridge operations fund.

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

Bridgetenders staff the three lift bridges over the Fox River from April 1 to December 1 each year. Each Bridgetender works an 8-hour shift for six (6) days, followed by two (2) days off. After the two day rest period, the assigned shift rotates to the next shift in the rotation. Shifts are 6 a.m. to 2 p.m., 2 p.m. to 10 p.m., and 10 p.m. to 6 a.m. Each bridge is staffed with four (4) Bridgetenders. This allows the City to staff all bridges 24/7 throughout the shipping season.

Bridgetenders maintain vigilance over the shipping channel, and open/close the bridges as necessary to maintain safe and efficient river traffic during the shipping season. They also have the opportunity to be called in during the off-season for these duties, based on the needs of commercial vessels operating within the Port of Green Bay.

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

No, the cost of this position is reimbursed by WisDOT.

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

Loss of a Bridgetender position represents a reduction in DPW's ability to provide effective lift bridge services to the State. It would not save the City any money, as Bridgetender costs are reimbursed by the State. In addition, without proper lift bridge staffing, existing

Bridgetenders would need to work continuous overtime shifts, and possibly not get their two (2) day rest periods. This would cause employee burnout.

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

Current staffing does not permit absorbing these duties without incurring significant overtime cost to the State of Wisconsin. DPW will work Bridgetenders on overtime shifts until the vacancy is filled.

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

DPW will continue to perform all of its core services. However, a reduction in staffing will result in a lower level of service. The biggest concern is overtime expense, and employee burnout related to continued overtime assignments.

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

There are no alternatives. Federal interstate commerce rules require lift bridges to be operated during the shipping season.

9. Are there union issues?

No

10. Other supporting comments.

None

**Position Fill Request
Justification Report
9/5/18**

Position Title: Housing Administrator

- 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

Robyn Hallet is resigning effective September 21, 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. The position is funded through Federal housing grant programs and is included in the Green Bay and Brown County Housing Authorities budgets. This includes all costs (salary, fringe benefits, operation costs, etc.) associated with the position and related programs. The position is in Pay Grade L (\$65,541-\$77,106).

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

This is the primary day-to-day administrator of several large housing grant programs including Housing Choice Voucher, Mason Manor and 50-units of Scattered Site Housing. These programs bring more than \$16 million into the community on an annual basis.

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

The position does not affect the City's budget since all costs are covered by Federal funds. The Housing Authorities have the ability to issue housing revenue bonds, which this position would administer. Those bonds require payment of a small administration fee that is paid to the authorities and used for housing related programs in the community.

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

Current staff does not possess the program knowledge or management experience to take on the duties of this position. Additionally, staff would not have time to absorb this full time position.

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

The position will be vacated September 21, 2018. After that time priority duties will be re-assigned to other staff until the position is filled.

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

The community would stand to lose in excess of \$16 million in Federal housing assistance. Operation of Mason Manor would be jeopardized as would provision of the 50 scattered site housing units.

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

Other alternatives have been investigated in the past such as splitting the job duties between existing staff or contracting for the administration service. Existing staff would not have the time or expertise to handle the job duties; and contracting with a consultant would be costly and reduce efficiencies that are in place by having a full time federally funded City staff employee conduct the work.

9. Are there union issues?

No

10. Other supporting comments.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # K.4.

To approve request to provide benefits for the 4K Teacher and 4K Naturalist positions as presented effective October 1, 2018. The contingency fund will be used to cover the cost of these benefits through December 31, 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 4K Teacher-Naturalist Health & Dental 6%

**4K TEACHER AND 4K NATURALIST
HEALTH & DENTAL COSTS FOR 1 YEAR OF COVERAGE**

Benefit	Total Monthly Premium	Employee Monthly Premium	City Monthly Premium	Annual Cost to City Per Position	Annual Cost for (4) Positions
Family Coverage - Employee Pays 12.5%					
Health	\$1,588.92	\$198.61	\$1,390.30	\$16,683.65	\$72,336.99
Humana Dental	\$133.39	\$16.67	\$116.72	\$1,400.60	
				\$18,084.25	
Family Coverage Prorated @ 80% FTE - Employee Pays 20%					
Health	\$1,588.92	\$317.78	\$1,271.14	\$15,253.62	\$66,136.67
Humana Dental	\$133.39	\$26.68	\$106.71	\$1,280.55	
				\$16,534.17	
Single Coverage - Employee Pays 12.5%					
Health	\$655.95	\$81.99	\$573.96	\$6,887.47	\$29,393.44
Humana Dental	\$43.89	\$5.49	\$38.41	\$460.89	
				\$7,348.36	
Single Coverage Prorated @ 80% FTE - Employee Pays 20%					
Health	\$655.95	\$131.19	\$524.76	\$6,297.11	\$26,874.00
Humana Dental	\$43.89	\$8.78	\$35.12	\$421.39	
				\$6,718.50	

*Vision Insurance - there is no cost to the City, the full premium is paid by the employee.
Premium rates range from \$2.83 to \$10.60 bi-weekly.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # K.5.

To approve request to modify Personnel Policy, Chapter 9 by adding a Bone Marrow and Organ Donor policy for City employees.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bone Marrow and Organ Donation Policy - Draft 9-6-18

CITY OF GREEN BAY PERSONNEL POLICY, CHAPTER 9, HOURS OF WORK & FRINGE BENEFITS

9.8 BONE MARROW AND ORGAN DONATION LEAVE

9.8.1 Policy. The City provides Bone Marrow and Organ Donation leave in accordance with Wis. Stat. § 103.11. Eligible employees are allowed up to six (6) weeks leave in a 12 month period for the purpose of serving as a bone marrow or organ donor, provided that the employee provides the City with a certification from a health care provider stating that the employee has a serious health condition that necessitates a bone marrow or organ transplant or the employee is eligible and has agreed to serve as a bone marrow or organ donor. In addition, the leave is only for the period necessary for the employee to undergo the bone marrow or organ donation procedure and to recover from the procedure.

9.8.2 Paid Time Off. When an employee qualifies for bone marrow or organ donation leave, the City will provide paid days off while the bone marrow and organ donation leave is being used as follows:

- Any employee who is eligible as a bone marrow donor will receive from the City up to 5 paid days off for the procedure and to recover from the procedure.
- Any employee who is eligible as a human organ donor will receive from the City up to 30 paid days off for the procedure and to recover from the procedure.
- Should the leave exceed the number of days as noted above, the employee will be required to substitute vacation, personal or sick leave, in accordance with City of Green Bay Policy 23.7, for the remainder of the leave.

9.8.3 Eligibility. Bone marrow and organ donation leave applies only to an employee who has worked for the City more than 52 consecutive weeks and for at least 1000 hours during that 52-week period.

9.8.4 Notice. The employee shall give the employer advance notice of the bone marrow or organ donation in a reasonable and practicable manner. The employee shall make a reasonable effort to schedule the bone marrow or organ donation procedure so that it does not unduly disrupt the employer's operations, subject to the approval of the health care provider of the bone marrow or organ donee.

9.8.5 FMLA. As stated in City of Green Bay Personnel Policy 23.4.4, eligibility requirements for a bone marrow or organ donor will normally meet requirements for the Family Medical Leave Act and allow the City to count the time used for these leaves against employees' FMLA entitlement. Therefore, FMLA forms are required for all bone marrow or organ donor leaves in excess of 3-consecutive scheduled workdays and may be required for less than 3 days given the circumstances.

9.8.6 File a Complaint. A complaint concerning a denial of rights under the Bone Marrow and Organ Donation Leave policy must be filed with the State of Wisconsin State Department of Workforce Development within 30 days after the violation occurs or when the employee should have reasonably known the violation occurred, whichever is later.

*Chapter 9 will be reformatted and renumbered



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # K.6.

To refer back to Ald. Wery the request on restoring an Assistant to the City Council position for clarification on the job duties of the position.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. JD - Assistant to Mayor and Common Council - DRAFT

JOB DESCRIPTION

City of Green Bay

Position Title	Assistant to the Mayor and Common Council
Department	Mayor's Office
Reports To	Chief of Staff
Position Status	Exempt Position
Salary Range	TBD
Job Summary	Under general supervision, performs work as an assistant to the Mayor and Common Council for the City of Green Bay, provides research and assistance to the Mayor and Common Council members individually and collectively as requested in a wide variety of internal and/or external activities, projects, and on-going assignments.
Essential Functions	1) Represents the Mayor's Office as assigned with other departments, agencies, etc. including community organizations, committees, other municipalities, counties, and the general public. 2) Receives and handles citizen complaints, investigates complaints and develops responses. Coordinates with department heads to ensure service and timely resolution of complaints. Performs follow-up and develops response letters to complaints. 3) Promotes public relations by participating and representing the City with various community organizations. Schedules public service announcements; prepares press releases. 4) Assists Aldermen and Common Council in servicing their district by conducting research and surveys as required; prepares correspondence and agendas; and coordinates meetings and performs related administrative tasks. 5) Works closely with the Chief of Staff and keeps Mayor advised of pending State and Federal Legislation, which may affect the City. Analyzes, studies, and researches items of special interest or concern for the Mayor. 6) Applies for, manages and administers federal and state grant applications. Prepares strategies and plans for various grants; conducts public hearings as required; develops programs and related contracts/agreements; coordinates program activities. 7) Transcribes letters, memos, etc., including confidential material for the Mayor, Chief of Staff, Common Council, and Alderpersons; develops written and verbal reports. 8) Assists in office filing, re-organization and record keeping.

	9) Performs all other duties as assigned.
Knowledge, Skills And Abilities	▪ Comprehensive knowledge of the major principles, practices, methods and techniques of public administration, knowledge of municipal, state and federal laws, knowledge of Council proceedings, general organization, responsibilities, functions and procedures of a municipality. Comprehensive knowledge of business letter writing, forms, procedures, and terminology. Considerable knowledge of ramifications and impact of federal grant programs. ▪ Skill in planning and working with others; skill in analyzing problems and developing appropriate recommendations. Good management and conflict resolution skills; good team skills. ▪ Considerable ability to uncover grant development opportunities for the City. Considerable ability to plan, formulate policy and procedures. Ability to proficiently utilize a computer and the required software. Ability to work independently without specific instructions and handle confidential material with discretion. ▪ Ability to communicate effectively both orally and in writing. ▪ Ability to establish and maintain effective working relationships with staff, elected officials and the public. ▪ Ability to work the required hours of the position.
Minimum Education And Experience	▪ Requires Bachelor's degree in Public Administration or related field. ▪ Minimum of one year related experience required.
Physical Requirements	▪ Ability to perform the following activities: ○ Lifting up to 10-20 pounds. ○ Carrying up to 10-20 pounds. ○ Frequent standing and sitting. ○ Ability to focus for long period of time on projects. ○ Ability to reach, stoop and lift.
The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. I have read the above position description and understand the duties and responsibilities of the position.	
_____ Employee Name (please print) _____ Employee Signature _____ Date	



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # K.7.

To refer to staff the request by Ald. Galvin to investigate contracting for a grant writer versus creating a full-time grant writer position and report back with recommendations on costs and process.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Economic Development Authority
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

Lisa Bergelin, Staff

AGENDA ITEM # L.I.

To approve the Economic Development Revolving Loan Fund Policies and Procedures Manual with the changes as outlined and subject to minor legal and technical revisions:

Page 2 - add Aldermanic representation to the loan committee

Page 5, Item #5 - add clarification to include only minority businesses within this loan

Page 7, Item #1 - add Military Avenue

Page 10, Miscellaneous - add clarification to say working capital loans shall not consist of more than 25% of the individual loan application and additionally no more than 20% of available loan funds may be awarded for working capital loans

Page 13, Section 10.3 - add that a letter will be sent after 30 days as well as after 60 days

BACKGROUND

In 2017, the City of Green Bay received the allocation of \$200,000 of the city's Excess Stadium tax revenues for the purpose of establishing a minority and women owned business economic development revolving loan fund (RLF) program. The ED-RLF Program will be administered by the City's Economic Development Authority. All elements of this manual apply to the initial capitalization of \$200,000, as well as to subsequent capitalizations and to any and all repayments and proceeds resulting from the fund.

RECOMMENDATION

Staff recommends the approval of the policies and procedure manual as presented.

FISCAL IMPACT

ATTACHMENTS

1. 2018 ED-RLF Policies & Procedures
2. 2018 ED-RLF Policies & Procedures - final

CITY OF GREEN BAY
Economic Development Revolving Loan Fund
POLICIES AND PROCEDURES MANUAL

Approved _____, 2018

City of Green Bay Economic Development Authority
100 North Jefferson Street
Green Bay, WI 54301

SECTION 1: GENERAL PROVISIONS

1.1 Introduction

In 2017, the City of Green Bay received the allocation of \$200,000 of the city's Excess Stadium tax revenues for the purpose of establishing a minority and women owned business economic development revolving loan fund (RLF) program. The ED-RLF Program will be administered by the City's Economic Development Authority. All elements of this manual apply to the initial capitalization of \$200,000, as well as to subsequent capitalizations and to any and all repayments and proceeds resulting from the fund.

1.2 Title

The Economic Development Revolving Loan Fund Program is hereinafter referred to as the Economic Development Revolving Loan Fund Program (ED-RLF).

1.3 Purpose

The purpose of the Minority and Women owned business CD-RLF is to create and retain employment opportunities in the City of Green Bay, with major emphasis on employment for persons from low-to moderate-income households.

1.4 Administrator

To achieve this purpose, the City of Green Bay Redevelopment Authority (RDA), which is the administrator of the city's CDBG Funds, shall administer the Revolving Loan Fund Program set forth in this manual.

1.5 Amendments

The RDA may amend the CD-RLF Policies and Procedures Manual within Department of Housing and Urban Development regulations as necessary.

SECTION 2: ADMINISTRATION

2.1 Program Roles and Responsibilities

- 1) The EDA shall establish and approve overall policies and procedures for implementing the CD-RLF Program, and appoint the members of the CD-RLF Loan Committee, which shall be comprised of five members, with three of the members from the Economic Development Authority (EDA) and two from the Redevelopment Authority (RDA). In the event no member of the EDA or RDA is a commercial lender, an at-large member may be appointed.

- 2) The staff of the EDA shall perform the general day-to-day administrative functions related to implementation of the ED-RLF, including: providing information to interested businesses; conducting preliminary meetings; reviewing applications for completeness and conformance to guidelines and regulations; analyzing applications; making recommendations to the ED-RLF Loan Committee; negotiating terms and conditions as well as loan terms and conditions; and calling meetings of the Loan Committee. The staff of the EDA shall perform monitoring approved projects for compliance with all federal and local requirements; completing related recordkeeping; receiving loan payments; and providing quarterly portfolio reports to the EDA.
- 3) The City Attorney shall prepare all loan agreements, review all promissory notes, mortgage and/or lien instruments, and advise the EDA on default matters.
- 4) The ED-RLF Loan Committee shall review all complete loan applications and approve or disapprove loans. They will also have authority to grant loan forgiveness in the event of a defaulted loan.
- 5) The Program Manager shall review all source documentation supporting program delivery expenditures before payment will be disbursed from the Economic Development Revolving Loan fund.
- 6) The Program Manager shall report all economic development activities and program income information.
- 7) The Senior Accountant shall be responsible for reporting economic development activities and program income information. The Senior Accountant shall also remit payment of all interest earned on the Economic Development Revolving Loan Fund to the US Treasury on an annual basis.

2.2 Records

Written records of all program activities including loan applications and related documents, minutes of ED-RLF Loan Committee Meetings, and compliance monitoring records shall be maintained in the EDA Offices at City Hall.

SECTION 3: GENERAL CRITERIA

3.1 Standard

- (1) The minimum CD-RLF loan shall be \$10,000 city-wide. The maximum loan amount is \$100,000.
- (2) A minimum of 10 % of the total project cost shall be provided in the form of equity.
- (3) At least \$1.00 of other funds shall leverage each \$1.00 from the ED-RLF

- (4) There shall be a maximum of \$35,000 of ED-RLF dollars loaned for each permanent FTE (40 hours per week) job created or retained.
- (5) The applicant must demonstrate that the proposed project is viable and that the business will have the capacity to repay the loan
- (6) The project and the related job creation and/or retention must take place within the corporate limits of the City of Green Bay.
- (7) Project elements occurring prior to ED-RLF funding approval are not eligible for ED-RLF funding or for leveraging consideration

3.3 Federal Requirements

- (1) The use of the ED-RLF must be determined to be “necessary and appropriate”.
- (2) Federal Equal Opportunity Requirements apply to all ED-RLF funded projects (Attachment B).
- (3) The project is subject to environmental review clearance, including review of impacts on historic properties (Attachment D).
- (4) The project must meet federal underwriting guidelines
 - a. All projects costs must be reasonable
 - b. All sources of financing are committed
 - c. The ED-RLF loan is not substituted for other financing (must be gap financing)
 - d. The project is financially feasible
 - e. The return on investment is reasonable
- (5) The project is subject to any other applicable state and federal regulations.

SECTION 4: ELIGIBILITY CONSIDERATIONS

4.1 Eligible Area

The area served by the ED-RLF program shall generally be within the corporate limits of the City of Green Bay.

4.2 Eligible Applicants

- (1) To be eligible, a business must be classified (but not necessarily certified) into one of the following federal designations:
 - Minority Owned Business (MBE): at least fifty-one percent (51%) or more is owned, operated and controlled by citizens who are Asian, Black, Hispanic and or Native American.
 - Women Owned Business (WBE): at least fifty-one percent (51%) or more is owned , operated and controlled by a women.
 - Small Disadvantaged Business (SDB) or Disadvantaged Business Enterprise (DBE): at least fifty-one percent (51%) or more owned, operated, and controlled by one or more socially and economically disadvantaged persons as defined by DBE Regulation 49 CFR Parts 23 and 26.
 - Disabled Veteran Business (DVBE): at least fifty-one (51%) or more is owned, operated and controlled by one or more disabled veterans; a United States military, naval or air service veteran with a service related disability of at least ten percent (10%).
- (2) Applications may be submitted by the sole proprietor or Chief Executive Officer of any business wishing to establish a new operation or expand an existing operation in the Community.
- (3) No member of the governing body, loan review board, or any other official, employee, or agent of the Community who exercises decision-making functions or responsibilities in connection with the implementation of this program is eligible for financial assistance under this program.
- (4) No program loans will be made which are in conflict with Section 946.13 of the Wisconsin Statutes (Private Interest in Public Contract Prohibited).
- (5) Applicants shall not be disqualified based on age, race, religion, color, handicap, sex, physical condition, development disability as defined in Section 51.01(5), sexual orientation or national origin.
- (6) All projects and applicants for eligibility purposes must be compliance with all community adopted plans.

4.3 Eligible Activities

Program loans shall be available to eligible applicants for the following activities:

- (1) The acquisition of land, buildings and fixed equipment.
- (2) Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment.
- (3) Clearance, demolition, or the removal of structures or the rehabilitation of buildings and other such improvements.

- (4) The payment of assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs.
- (5) Working capital - inventory and direct labor costs only Refer to Section 6 for guidelines specific to Working Capital loans.

4.4 Ineligible Activities

Program loans shall not be available for the following activities:

- (1) Refinancing or consolidating of existing debt.
- (2) Reimbursement for expenditures prior to loan approval.
- (3) Specialized equipment that is not essential to the business operation.
- (4) Residential building construction or reconstruction (unless such reconstruction is intended to convert the building to a business or industrial operation).
- (5) Routine maintenance.
- (6) Professional services such as feasibility and marketing studies, accounting, management services, and other similar services. Legal services incurred in the closing of a RLF loan are eligible.
- (7) Other activities that the Loan Review Committee may identify during the administration of the program.

4.5 Ineligible Businesses

Program loans shall not be available for the following businesses:

- (1) Speculative investment companies.
- (2) Real estate investment companies.
- (3) Lending institutions.
- (4) Gambling operations.
- (5) Non-public recreation facilities.
- (6) Or businesses not serving the interests of the Community.

4.6 Priorities

Priority will be given to projects which include one or more of the following and not necessary in this order:

- (1) A beneficial impact on the Broadway Redevelopment Area, Central Business District, I-43 Business Center, and/or Packerland, Tower East or Nicolet Industrial Parks, Olde Main St., Bay Port Industrial Park.
- (2) The relocation of business or industry from inappropriate areas to areas of appropriate land use.
- (3) Existing business and industry.

SECTION 5: TERMS AND CONDITIONS

5.1 Financing Methods

- (1) Direct, companion loans with the ED-RLF dollars will not to exceed 50 percent of the project's total cost.

5.2 Terms

- (1) The interest rate is a fixed rate of 4%.
- (2) Deferral of principal and/or interest payments shall be allowed based only on special circumstances.
- (3) The maximum loan term on real estate shall be 15 years, on machinery and equipment 10 years,

5.3 Collateral

- (1) The City of Green Bay shall have a first position lien on real property and/or machinery and equipment financed by the ED-RLF unless the need to subordinate to another lender is demonstrated.
- (2) If need is shown for the city to take a subordinated position on assets that it is financing with the ED-RLF, the City of Green Bay shall have a first position lien on other assets of the business.
- (3) Personal and/or corporate guarantees shall be required on most cases. Loans will also be secured by a General Business Security Agreement.
- (4) Other conditions or performance standards or penalties may be required depending on the circumstances of the proposed project.

5.4 Job Creation

- (1) A minimum of 51 percent of the full-time equivalent (FTE) jobs created and/or retained must be made available to persons from low-to moderate-income households as defined by HUD guidelines. The current applicable income guidelines will be attached to the ED-RLF application and shall become a part of the city's contract with successful applicants.
 - a. Low-Moderate income households based on family, not individuals
 - b. Not construction/spin-off/indirect jobs
 - c. Seasonal jobs can be counted IF the job is the person's principal source of yearly income.

- d. Potential applicants will need to list how the jobs will be made available on their applications, i.e. posting at the local job center board, notice in an applicable newsletter, or other job board that serves LMI persons.
- (2) Retained jobs must be documented by showing that the jobs would actually be lost or eliminated without the assistance, and that one or both of the following applies to at least 51% of the jobs:
 - a. The job is held by an LMI person
 - b. If the position is vacated, steps will be taken to ensure that the job will be filled by, or made available, an LMI person.
- (3) Created or retained jobs are only considered available to or held by LMI persons when:
 - a. Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs or the business agrees to hire unqualified persons and provide training; and
 - b. Business must take actions to ensure that LMI persons receive first consideration for filling such jobs. This can be accomplished by comparing the candidate's address to a census tract that meets LMI criteria.
- (4) The Loan Recipient would have 18 months from the time the Loan Agreement is signed to create the agreed upon number of jobs. For every job less than stated number of positions that were to be made available to LMI individuals committed to by the Borrower, the interest rate for funds loaned pursuant to the Loan Agreement will increase by .25 percent, retro-active to the date of initial loan closing.

SECTION 6: WORKING CAPITAL LOANS

6.1 General

- 1. Loans for working capital are allowed as direct outlays.
- 2. Maximum loan amount is \$35,000
- 3. Working capital loans may not be rolled into other loans for equipment, construction or building acquisition.

6.2 Eligible and Ineligible uses

- 1. Loans may be used for direct labor costs or inventory only.
- 2. Working capital loans may not be used as a line of credit, a loan guarantee, or to refinance outstanding debt.

6.3 Terms

- 1. The interest rate shall be no more than 1% higher than the rate for equipment, construction or building acquisition loans.

2. Maximum loan amortization is 3 years
3. All job creation policies from Section 5.4 apply to working capital loans.

6.4 Collateral

Working capital loans will be secured by a General Business Security Agreement and a Personal Guarantee of primary owner.

6.5. Miscellaneous

Working capital loans shall not consist of more than 25% of the total loan portfolio. Additionally, no more than 20% of available funds may be awarded for working capital loans.

SECTION 7: APPLICATION PROCEDURES

7.1 Preliminary Meeting

Prior to submission of an application, the potential applicant shall meet with the EDA staff to discuss the proposed project and program requirements.

7.2 Applicant Format

Applicants shall submit a loan application package consisting of the following information:

- (1) A completed ED-RLF Application Form, as provided by EDA staff at the preliminary meeting.
- (2) A business plan completed within one year of application, which includes the minimum requirements outlined in the application.
- (3) Documentation and/or statement of the need for CD-RLF involvement in the project.
- (4) Documentation of commitments of other lender(s) and/or source and commitment of leveraged funds.
- (5) Financial information as outlined in the application.

7.3 Application Submittal

The completed application and all required attachments shall be submitted to the EDA staff, Green Bay City Hall, 100 North Jefferson Street, Room 200, Green Bay, Wisconsin, 54301.

Acceptance of applications shall be subject to the availability of ED-RLF dollars.

SECTION 8: REVIEW PROCESS

8.1 Preliminary Staff Review

The EDA staff shall review the application for completeness and verify that the proposed project meets the standards and eligibility requirements set forth in this manual. If the application is incomplete, the EDA staff will contact the applicant and list the deficiencies. The review process will not continue until the application passes preliminary review. EDA staff will analyze the complete application and prepare a recommendation for the Loan Committee.

8.2 Project Selection and Underwriting Guidelines

Staff review will consist of the following activities:

- (1) Review application for use of loan funding and cost estimates information. Documents may include item descriptions, price quotes, construction estimates, etc.
- (2) Review Business Plan for completeness, and to assess project feasibility.
- (3) Staff reviews that the intended use of funds is a reasonable request in that it will help the company grow by adding new product lines, obtaining additional space and/or bringing in additional business that will ultimately create jobs that can be offered to LMI individuals.
- (4) Review project description for statement of why gap financing needed. Acceptable information includes number of banks approached and turned down participating in project; number of offers of financing that would not cover the amount needed for the project, etc. Documentation should also show what actions were taken to secure other federal financing programs first (i.e. Small Business Administration loans, loan guarantees, etc.).
- (5) Review commitment letters from all outside financial backers assuring participation in the project.
- (6) Compare "Sources of Funding" table with project description for 10% equity, minimum 1:1 financing of RLF funds, and identification of all other project financial commitments.
- (7) Staff reviews three years past balance sheets and profit and loss statements, auditor notes, one and 5 year projected pro-formas to determine if company is able to sustain the financial liability.
- (8) Staff obtains credit reports on the company and main principals to determine credit worthiness.
- (9) Staff negotiates with applicant for reasonable collateral. Personal and/or other business assets may be considered.

- (10) Staff reviews the project (to the extent practicable) to determine whether the return on the owner's equity investment will not be unreasonably high.
- (11) Determines (to the extent practicable) whether loan funds will be disbursed on a pro-rata basis with other financial commitments to the project.

8.3 Formal Review

The Loan Committee shall meet to formally review the application, review the underwriting procedures, receive the EDA staff recommendation, and approve the application contingent upon successful negotiation of the specific terms or deny funding.

8.4 Negotiation of Terms

Upon approval of the application, the EDA staff shall meet with the applicant to negotiate and arrive at a consensus on the terms including, for example, the loan amount, interest rate, term of loan, collateral and repayment schedule.

8.5 Notice of Award / Denial of Application

If the application is approved and negotiation of terms is successful, the applicant will be sent a notice of award letter. If the application is not approved, the applicant will be sent a letter of denial stating the reason for denial.

SECTION 9: DISTRIBUTION OF FUNDS TO APPROVED APPLICANTS

9.1 Environmental Clearance

The proposed project must receive official environmental clearance from the city prior to the applicant expending or committing to the expenditure of any of the CD-RLF funds.

9.2 Loan Documents

Prior to the city's distribution of CD-RLF funds, all appropriate documents such as a loan agreement, promissory note, repayment schedule, security instruments, and any others deemed appropriate (i.e. personal guarantee) shall be prepared and executed

9.3 Evidence of Expenditures

The business must provide the EDA staff documentation related to ED-RLF fund expenditures prior to release of ED-RLF funds. Such documentation shall be for expenditures outlined in the application and the loan agreement, and shall include invoices, receipts, final bills of sale or canceled checks as determined appropriate by the EDA staff.

SECTION 10: PERFORMANCE MONITORING

10.1 Leverage Commitments

The EDA staff shall monitor the expenditure and use of funds committed for leveraging. Documentation required from the business shall include invoices, receipts, final bills of sale or canceled checks as determined appropriate by the EDA staff.

10.2 Job Creation/Retention

The EDA staff shall monitor the job creation and/or retention of the business utilizing the payroll records of the business. The business shall be required to provide the EDA staff with all documentation, payroll records and contact with employees necessary to document performance of job creation and/or retention, as well as documentation specific to persons from low-to moderate-income households.

10.3 Late Payments

Any payment more than 30 days past due will be considered late. The loan recipient will be contacted by EDA staff requesting the account is brought current. After 60 days, EDA staff will send a letter requesting full remittance of late payments.

10.4 Default

Failure by the business to make any payment of principal or interest within 90 days after the payment is due and payable shall be considered a default. In the event of a default, all sums due and owing to the city shall, at the city's option, become immediately due and payable. To exercise this option, the City Attorney shall prepare a written notice to the company. The notice shall specify the following:

- (1) The default.
- (2) The action required to cure the default.
- (3) The date, not less than 60 days from the date of the notice, by which the default must be cured to avoid foreclosure or other collective action.

In the event loan collection cannot be made the Revolving Loan Fund Committee will have the authority to grant loan forgiveness with discretion to send forgiveness to the Redevelopment Authority if need be.

SECTION 11: REUSE OF FUNDS

11.1 Continuation of Program

Repaid funds shall be deposited into a revolving loan account and used in a manner consistent with the then existing ED-RLF Program Policies and Procedures Manual. A separate accounting record shall be kept so that a clear, auditable account can be maintained to show how funds have been used.

11.2 Discontinuation of Program

Should the ED-RLF Program be discontinued, all funds in the ED-RLF account, all funds repaid from the loan made through the ED-RLF Program and any other program income shall be returned to the City of Green Bay Redevelopment Authority for uses permitted for the City's Community Development Block Grants.

CITY OF GREEN BAY
Economic Development Revolving Loan Fund
POLICIES AND PROCEDURES MANUAL

Approved _____, 2018

City of Green Bay Economic Development Authority
100 North Jefferson Street
Green Bay, WI 54301

SECTION 1: GENERAL PROVISIONS

1.1 Introduction

In 2017, the City of Green Bay received the allocation of \$200,000 of the city's Excess Stadium tax revenues for the purpose of establishing a minority and women owned business economic development revolving loan fund (RLF) program. The ED-RLF Program will be administered by the City's Economic Development Authority. All elements of this manual apply to the initial capitalization of \$200,000, as well as to subsequent capitalizations and to any and all repayments and proceeds resulting from the fund.

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- (2) Reimbursement for expenditures prior to loan approval.
- (3) Specialized equipment that is not essential to the business operation.
- (4) Residential building construction or reconstruction (unless such reconstruction is intended to convert the building to a business or industrial operation).
- (5) Routine maintenance.
- (6) Professional services such as feasibility and marketing studies, accounting, management services, and other similar services. Legal services incurred in the closing of a RLF loan are eligible.
- (7) Other activities that the Loan Review Committee may identify during the administration of the program.

4.5 Ineligible Businesses

Program loans shall not be available for the following businesses:

- (1) Speculative investment companies.
- (2) Real estate investment companies.
- (3) Lending institutions.
- (4) Gambling operations.
- (5) Non-public recreation facilities.
- (6) Or businesses not serving the interests of the Community.

4.6 Priorities

Priority will be given to projects which include one or more of the following and not necessarily in this order:

- (1) A beneficial impact on the Broadway Redevelopment Area, Central Business District, I-43 Business Center, and/or Packerland, Tower East or Nicolet Industrial Parks, Olde Main St., Bay Port Industrial Park and Military Avenue Business District.
- (2) The relocation of business or industry from inappropriate areas to areas of appropriate land use.
- (3) Existing business and industry.

SECTION 5: TERMS AND CONDITIONS

5.1 Financing Methods

- (1) Direct, companion loans with the ED-RLF dollars will not exceed 50 percent of the project's total cost.

5.2 Terms

- (1) The interest rate is a fixed rate of 4%.
- (2) Deferral of principal and/or interest payments shall be allowed based only on special circumstances.
- (3) The maximum loan term on real estate shall be 15 years, on machinery and equipment 10 years,

5.3 Collateral

- (1) The City of Green Bay shall have a first position lien on real property and/or machinery and equipment financed by the ED-RLF unless the need to subordinate to another lender is demonstrated.
- (2) If need is shown for the city to take a subordinated position on assets that it is financing with the ED-RLF, the City of Green Bay shall have a first position lien on other assets of the business.
- (3) Personal and/or corporate guarantees shall be required in most cases. Loans will also be secured by a General Business Security Agreement.
- (4) Other conditions or performance standards or penalties may be required depending on the circumstances of the proposed project.

5.4 Job Creation

- (1) A minimum of 51 percent of the full-time equivalent (FTE) jobs created and/or retained must be made available to persons from low-to moderate-income (LMI) households as defined by HUD guidelines. The current applicable income guidelines will be attached to the ED-RLF application and shall become a part of the city's contract with successful applicants.
 - a. LMI households based on family, not individuals
 - b. Not construction/spin-off/indirect jobs
 - c. Seasonal jobs can be counted IF the job is the person's principal source of yearly income.

- d. Potential applicants will need to list how the jobs will be made available on their applications, i.e. posting at the local job center board, notice in an applicable newsletter, or other job board that serves LMI persons.
- (2) Retained jobs must be documented by showing that the jobs would actually be lost or eliminated without the assistance, and that one or both of the following applies to at least 51% of the jobs:
 - a. The job is held by an LMI person
 - b. If the position is vacated, steps will be taken to ensure that the job will be filled by, or made available to an LMI person.
- (3) Created or retained jobs are only considered available to or held by LMI persons when:
 - a. Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs or the business agrees to hire unqualified persons and provide training; and
 - b. Business must take actions to ensure that LMI persons receive first consideration for filling such jobs. This can be accomplished by comparing the candidate's address to a census tract that meets LMI criteria.
- (4) The Loan Recipient would have 18 months from the time the Loan Agreement is signed to create the agreed upon number of jobs. For every job less than stated number of positions that were to be made available to LMI individuals committed to by the Borrower, the interest rate for funds loaned pursuant to the Loan Agreement will increase by .25 percent, retro-active to the date of initial loan closing.

SECTION 6: WORKING CAPITAL LOANS

6.1 General

- 1. Loans for working capital are allowed as direct outlays.
- 2. Maximum loan amount is \$35,000
- 3. Working capital loans may not be rolled into other loans for equipment, construction or building acquisition.

6.2 Eligible and Ineligible uses

- 1. Loans may be used for direct labor costs or inventory only.
- 2. Working capital loans may not be used as a line of credit, a loan guarantee, or to refinance outstanding debt.

6.3 Terms

- 1. The interest rate shall be no more than 1% higher than the rate for equipment, construction or building acquisition loans.

2. Maximum loan amortization is 3 years
3. All job creation policies from Section 5.4 apply to working capital loans.

6.4 Collateral

Working capital loans will be secured by a General Business Security Agreement and a Personal Guarantee of primary owner.

6.5. Miscellaneous

Working capital loans shall not consist of more than 25% of the individual loan application and additionally no more than 20% of available loan funds may be awarded for working capital loans.

SECTION 7: APPLICATION PROCEDURES

7.1 Preliminary Meeting

Prior to submission of an application, the potential applicant shall meet with the EDA staff to discuss the proposed project and program requirements.

7.2 Applicant Format

Applicants shall submit a loan application package consisting of the following information:

- (1) A completed ED-RLF Application Form, as provided by EDA staff at the preliminary meeting.
- (2) A business plan completed within one year of application, which includes the minimum requirements outlined in the application.
- (3) Documentation and/or statement of the need for ED-RLF involvement in the project.
- (4) Documentation of commitments of other lender(s) and/or source and commitment of leveraged funds.
- (5) Financial information as outlined in the application.

7.3 Application Submittal

The completed application and all required attachments shall be submitted to the EDA staff, Green Bay City Hall, 100 North Jefferson Street, Room 200, Green Bay, Wisconsin, 54301.

Acceptance of applications shall be subject to the availability of ED-RLF dollars.

SECTION 8: REVIEW PROCESS

8.1 Preliminary Staff Review

The EDA staff shall review the application for completeness and verify that the proposed project meets the standards and eligibility requirements set forth in this manual. If the application is incomplete, the EDA staff will contact the applicant and list the deficiencies. The review process will not continue until the application passes preliminary review. EDA staff will analyze the complete application and prepare a recommendation for the Loan Committee.

8.2 Project Selection and Underwriting Guidelines

Staff review will consist of the following activities:

- (1) Review application for use of loan funding and cost estimates information. Documents may include item descriptions, price quotes, construction estimates, etc.
- (2) Review Business Plan for completeness, and to assess project feasibility.
- (3) Staff reviews that the intended use of funds is a reasonable request in that it will help the company grow by adding new product lines, obtaining additional space and/or bringing in additional business that will ultimately create jobs that can be offered to LMI individuals.
- (4) Review project description for statement of why gap financing needed. Acceptable information includes number of banks approached and turned down participating in project; number of offers of financing that would not cover the amount needed for the project, etc. Documentation should also show what actions were taken to secure other federal financing programs first (i.e. Small Business Administration loans, loan guarantees, etc.).
- (5) Review commitment letters from all outside financial backers assuring participation in the project.
- (6) Compare "Sources of Funding" table with project description for 10% equity, minimum 1:1 financing of RLF funds, and identification of all other project financial commitments.
- (7) Staff reviews three years past balance sheets and profit and loss statements, auditor notes, one and five year projected pro-formas to determine if company is able to sustain the financial liability.
- (8) Staff obtains credit reports on the company and main principals to determine credit worthiness.
- (9) Staff negotiates with applicant for reasonable collateral. Personal and/or other business assets may be considered.

- (10) Staff reviews the project (to the extent practicable) to determine whether the return on the owner's equity investment will not be unreasonably high.
- (11) Determines (to the extent practicable) whether loan funds will be disbursed on a pro-rata basis with other financial commitments to the project.

8.3 Formal Review

The Loan Committee shall meet to formally review the application, review the underwriting procedures, receive the EDA staff recommendation, and approve the application contingent upon successful negotiation of the specific terms or deny funding.

8.4 Negotiation of Terms

Upon approval of the application, the EDA staff shall meet with the applicant to negotiate and arrive at a consensus on the terms including, for example, the loan amount, interest rate, term of loan, collateral and repayment schedule.

8.5 Notice of Award / Denial of Application

If the application is approved and negotiation of terms is successful, the applicant will be sent a notice of award letter. If the application is not approved, the applicant will be sent a letter of denial stating the reason for denial.

SECTION 9: DISTRIBUTION OF FUNDS TO APPROVED APPLICANTS

9.1 Environmental Clearance

The proposed project must receive official environmental clearance from the city prior to the applicant expending or committing to the expenditure of any of the ED-RLF funds.

9.2 Loan Documents

Prior to the city's distribution of ED-RLF funds, all appropriate documents such as a loan agreement, promissory note, repayment schedule, security instruments, and any others deemed appropriate (i.e. personal guarantee) shall be prepared and executed.

9.3 Evidence of Expenditures

The business must provide the EDA staff documentation related to ED-RLF fund expenditures prior to release of ED-RLF funds. Such documentation shall be for expenditures outlined in the application and the loan agreement, and shall include invoices, receipts, final bills of sale or canceled checks as determined appropriate by the EDA staff.

SECTION 10: PERFORMANCE MONITORING

10.1 Leverage Commitments

The EDA staff shall monitor the expenditure and use of funds committed for leveraging. Documentation required from the business shall include invoices, receipts, final bills of sale or canceled checks as determined appropriate by the EDA staff.

10.2 Job Creation/Retention

The EDA staff shall monitor the job creation and/or retention of the business utilizing the payroll records of the business. The business shall be required to provide the EDA staff with all documentation, payroll records and contact with employees necessary to document performance of job creation and/or retention, as well as documentation specific to persons from low-to moderate-income households.

10.3 Late Payments

Any payment more than 30 days past due will be considered late. The loan recipient will be contacted by EDA staff requesting the account is brought current. After 30 days, EDA staff will send a letter requesting payment and after 60 days will send a letter requesting full remittance of late payments.

10.4 Default

Failure by the business to make any payment of principal or interest within 90 days after the payment is due and payable shall be considered a default. In the event of a default, all sums due and owing to the city shall, at the city's option, become immediately due and payable. To exercise this option, the City Attorney shall prepare a written notice to the company. The notice shall specify the following:

- (1) The default.
- (2) The action required to cure the default.
- (3) The date, not less than 60 days from the date of the notice, by which the default must be cured to avoid foreclosure or other collective action.

In the event loan collection cannot be made the Revolving Loan Fund Committee will have the authority to grant loan forgiveness with discretion to send forgiveness to the Redevelopment Authority if need be.

SECTION 11: REUSE OF FUNDS

11.1 Continuation of Program

Repaid funds shall be deposited into a revolving loan account and used in a manner consistent with the then existing ED-RLF Program Policies and Procedures Manual. A separate accounting record shall be kept so that a clear, auditable account can be maintained to show how funds have been used.

11.2 Discontinuation of Program

Should the ED-RLF Program be discontinued, all funds in the ED-RLF account, all funds repaid from the loan made through the ED-RLF Program and any other program income shall be returned to the City of Green Bay Redevelopment Authority for uses permitted for the City's Community Development Block Grants.



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.I.

To deny request by Richard Monfils to rescind the special charges of \$58.30 at 2931 Beth Drive.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.2.

To hold request by Pete's Annex, LLC to enter into an agreement for Parking Division to manage and enforce parking in the BMO-Harris Bank Building parking lot located in the block surrounded by Broadway, West Walnut, Hubbard, and Pearl Streets (Lot BW) until the September 26, 2018 Improvement and Services Committee meeting and staff to renegotiate the agreement whereby the profit left after all expenses shall be split 80/20 with 20 percent to the Parking Utility.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2018 Lot BW management agreement DRAFT Item D.2. 09.10.18
2. 2016 BMO lot map

**PETE'S ANNEX, LLC PARKING LOT
MANAGEMENT AGREEMENT
(City Designation = LOT BW)**

THIS AGREEMENT is made on this ____ day of September, 2018 by and between the CITY OF GREEN BAY, a Wisconsin municipal corporation (hereinafter "CITY"), and A&D Realty, LLC (hereinafter "OWNER").

1. The CITY hereby agrees to manage and operate the 118 stall parking lot located along the west side of the 100 block of North Pearl Street; located on City Tax Parcels 4-253-A, 4-187, 4-188, 4-189, 4-190, 4-191, 4-192, 4-193, and 4-194 (see attached Exhibit A) on behalf of the OWNER. The lot is currently owned by Pete's Annex, LLC with property management/representation by A&D Realty, LLC.

2. This Agreement authorizes the CITY to provide 1) installation and maintenance of appropriate parking restriction signs and parking meters, 2) annual pavement marking painting, 3) monthly pavement sweeping during non-winter months, 4) lawn cutting and general landscape maintenance only within and directly adjacent to the lot, 5) snow plowing/removal for the parking lot surface excluding sidewalks, 6) parking enforcement, and 7) rental parking administration services to the OWNER.

3. The OWNER shall be responsible for parking lot construction, maintenance, and repair of the pavement surface, curbs, medians, sidewalks, underground utilities, fencing, and lighting.

4. The OWNER shall designate the quantity and distribution of stalls within the lot for 1) building/business guest, 2) building employee, 3) transient metered, and 4) rental parking.

5. The CITY and OWNER shall cooperatively develop and maintain a hang tag or decal system to identify vehicles that are authorized to park in the lot. The hang tags and decals shall be used by the CITY to identify and enforce the parking rules.

6. The OWNER shall set parking rates and hours of operation for the lot. The CITY will advise the OWNER of current market rate trends, and parking industry enforcement practices and methods when changes are being considered by either party.

7. The CITY shall install and maintain appropriate signing and parking meters identifying the use of the lot and provide parking enforcement activities to control orderly, proper use of the parking stalls.

8. The CITY shall enforce parking restrictions in the lot during its normal parking enforcement rounds, and upon special request by the OWNER as CITY staffing is available, using City enforcement policies and practices. Subject to proper signage, the OWNER retains the right to have vehicles ticketed and towed if found parking in violation of designated use of parking stalls.

9. The CITY shall promote and sell rental parking stalls in the lot the same as it does for any City-owned parking facility.

10. The CITY shall summarize and forward all parking revenue (including sales tax) to the OWNER on a quarterly basis. The OWNER shall be responsible for payment of all applicable sales, income, and property taxes to the appropriate entities.

11. For the period of September 1 through December 31, 2018, the OWNER shall pay to the CITY \$x,xxx monthly for services as described herein.

12. The CITY shall prepare statements of lot operation expenses to share with the OWNER. These statements shall be completed annually, but may be completed more often upon mutual agreement. The purpose of the statement shall be to identify actual CITY costs associated

with this Agreement. If it is proven that the CITY management fee is less than actual expenses, then the fee shall be adjusted so that the CITY at least breaks even financially. Management fees shall be adjusted no more than once annually.

13. The term of this Agreement shall be for five (5) years beginning September 1, 2018, and ending August 31, 2023. There shall be an option to extend the Agreement for up to three (3) more five (5) year terms upon written request by the OWNER at least thirty (30) days prior to termination of each term.

14. The OWNER shall indemnify and hold harmless the CITY, its employees, agents or officials from any and all damage, loss or liability of any kind whatsoever occasioned upon and/or within the premises as described in this Agreement by reason of any bodily injury to or death of any person or by reason of any injury to property of third persons.

15. Either the CITY or the OWNER may terminate this Agreement upon reasonable legal cause with ninety (90) days written advance notice given to the other party. Upon mutual consent, the parties may terminate this Agreement at any time.

16. This Agreement may be assigned only upon written permission by the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date listed below.

SIGNATURES ON FOLLOWING PAGE

CITY OF GREEN BAY

Dated: September _____, 2018

By _____
James J. Schmitt, Mayor

Dated: September _____, 2018

By _____
Kris Teske, Clerk

A&D REALTY, LLC

Dated: September _____, 2018

By _____
David Donoian, Property Manager

ALTA/NSPS LAND TITLE SURVEY

All of Lots 18-23 and all of Lots 9-15, part of Lots 16, 17, 24 and B of the recorded "Original Plat of Fort Howard", City of Green Bay, Brown County, Wisconsin.
~310 W. Walnut Street~



LEGAL DESCRIPTION PER TITLE COMMITMENT

Parcel I
All of Lots 17, 18, 19, 20, 21, 22, 23, and part of Lot 24 as described in Volume 759 Records, Page 303, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin. Excepting therefrom the Southerly 25 feet of Lot 17 for street purposes and further excepting therefrom that part thereof as described in Jacket 9580 Image 26 for street purposes.

Parcel II
The South 21.25 feet of the West 44 feet of Lot 15, all of Lot 16, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin. Excepting therefrom the Southerly 25 feet of Lot 16 for street purposes.

Parcel III
The South 21.25 feet of the East 56 feet of Lot 15, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

Parcel IV
The North 20 feet of Lot 15, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

Parcel V
All of Lot 14, except the Northerly 1 foot thereof, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

Parcel VI
The South 1/2 of Lot 12, all of Lot 13, the Northerly 1 foot of Lot 14 and the South 6 inches of the North 1/2 of Lot 12, all being in the Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

Parcel VII
Lot 11 and the North 1/2 of Lot 12, except the South 6 inches of the North 1/2 of Lot 12, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

Parcel VIII
Lots 9, 10 and the South 24 feet of Lot B, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

Parcel IX
The South 32 feet of the North 33 feet of Lot B, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

LEGAL DESCRIPTION PER SURVEY

All of Lots 18-23 and all of Lots 9-15, part of Lots 16, 17, 24 and B of the recorded "Original Plat of Fort Howard", City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Beginning at the intersection of the East line of Lot 17 of the Recorded "Original Plat of Fort Howard" and the Northerly right of way of W. Walnut Street; thence N24°33'47"E, 302.79 feet along the East line of Lots 17-24 of said Plat; thence N64°12'34"W, 100.00 feet to the East right of way of North Broadway Avenue; thence S24°33'45"W, 294.79 feet along said East right of way; thence S25°51'48"E, 12.89 feet along said East right of way to the North right of way of S.T.H. "29" also known as West Walnut Street; thence S64°12'34"E, 90.05 feet along said North right of way to the point of beginning; thence S64°12'34"E, 14.00 feet along said North right of way; thence N24°33'47"E, 361.00 feet along the West line of Lots 9-16 and B of said Plat; thence S64°12'34"E, 100.14 feet to the West right of way of Pearl Street; thence S24°34'44"W, 361.00 feet along said West right of way of Pearl Street; thence N64°12'34"W, 100.05 feet along said North right of way of Walnut Street; thence continuing N64°12'34"W, 14.00 feet along said North right of way to the point of beginning.

Parcel contains 66,353 sq. ft. / 1.52 acres, more or less.
Parcel subject to easements and restrictions of record.

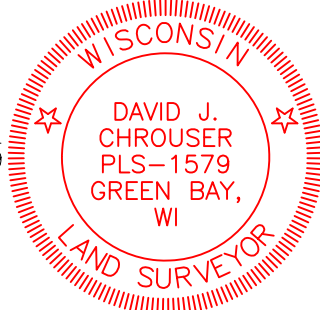
This being the same property as described in Knight Barry Title Services LLC, Title Commitment Number 859956, dated October 12, 2016.

To: BBN Law, KTS Investments, LLC, BMO Harris Bank, N.A. as successor by merger to M&I Marshall & Ilsley Bank fka M&I Bank Northeast fka Valley Bank Northeast fka Valley Bank of Green Bay fka West Bank and Trust fka West Side Bank; Knight Barry Title Services LLC.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 8, 9, 11, 16, 19 and 21(location of previously filed tunnel) of Table A thereof. The field work was completed on December 6, 2016.

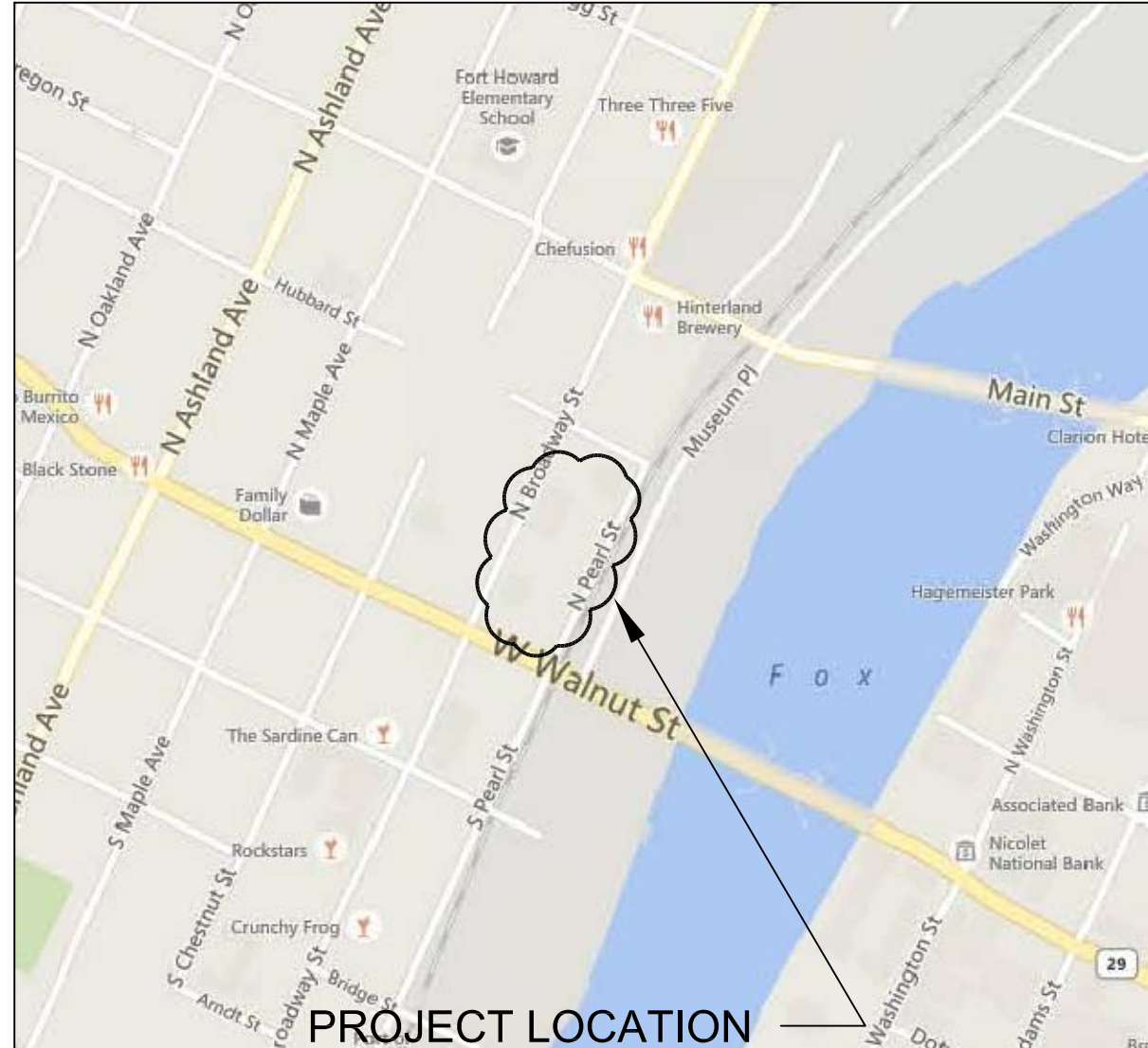
Date of Plat of Map: December 15, 2016

David J. Chrouser
dchrouser@mau-associates.com
www.mau-associates.com



NOTES

- Subject parcel is zoned D1 according to City of Green Bay GIS Map.
- Property located in Flood Zone "X" (Areas of minimal flooding) according to the FEMA FIRM Map No. 55090C0169F, Dated August 18, 2009.
- There are 119 total parking stalls, 3 of which are disabled stalls.
- There is no observed evidence of any recent earth moving work, building construction, or building additions.
- Digger's hotline had been called on this project on 11/28/16.

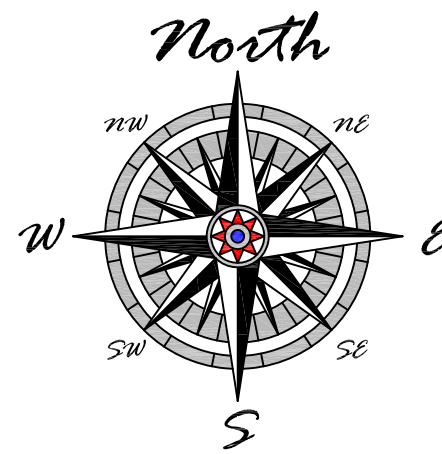


Schedule B-II Notes

- Subject to Comprehensive Redevelopment Plan of Green Bay and other matters contained in Jacket 3979, Records, Image 15, as Document No. 938801, recorded April 10, 1980.
- Subject to a Transmission Line Easement and other matters contained in Jacket 18082, Records, Image 03, as Document No. 1279383, recorded March 16, 1992, as illustrated on survey.
- Subject to easements, restrictions and other matters shown on the Plat of Original Plat of Fort Howard.

Legend

- 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs./in. ft. set
- 1" iron pipe found
- PK nail found
- PK nail set
- cut + found
- Brown County monument - type noted
- () recorded as bearing / distance
- round catch basin
- storm sewer manhole
- curb inlet
- storm sewer line
- sanitary sewer manhole
- sanitary sewer line
- hydrant
- watermain
- valve
- underground gas line
- gas meter
- underground telephone line
- telephone pedestal
- underground electric line
- electrical pedestal
- underground fiber optic line
- fiber optic pedestal
- fiber optic manhole
- light pole
- power pole
- overhead wires
- concrete curb & gutter line
- existing building
- fence line
- flag pole
- sign
- deciduous tree
- traffic light
- mailbox
- handicap parking space
- electric manhole



Bearings referenced to the South line of Dousman Claim, WSFR, assumed to be S64°10'24"E

Elevations referenced to the NAVD83 benchmark datum

SCALE
1"=20'

DRAWN BY
MRA

ALTA/NSPS

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

BBN Law

PROJECT NO.
J-1815

SHEET NO.
1 of 1

DRAWING NO.
S-2714



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.3.

To approve request by On Broadway Inc. and Green Bay Metro Transit for a public trash can at the bus stop on the southwest corner of Dousman Street and Chestnut Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.4.

To approve request by Green Bay Metro Transit to place trash cans at the new transfer station in the 2200 block of Main Street, and have Department of Public Works add that stop to its collection route.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.5.

To approve request by the League of Wisconsin Municipalities to adopt the Strategic Transportation Aid Resolution.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft Strategic Transportation Aids Resolution_09-07-18

Strategic Transportation Aids Resolution

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

As part of the Just Fix It Campaign in partnership with the League of Wisconsin Municipalities, Wisconsin Counties Association, Wisconsin Towns Association & the Transportation Development Assoc. of WI.

WHEREAS, local government in Wisconsin is responsible for about 90% of the road miles in the state; and

WHEREAS, Wisconsin's diverse economy is dependent upon county and town roads as well as city and village streets and transit systems across the state; and

WHEREAS, CITY OF GREEN BAY and other local governments across Wisconsin have been highlighting our unmet transportation needs in many different avenues including events such as the historic Turnout for Transportation event in September of 2016 where local governments in every region of this state held simultaneous meetings calling on the state legislature to prioritize transportation and pass a sustainable funding package; and

WHEREAS, while the increase in transportation funding for locals in the last budget was certainly appreciated, many still aren't back to 2011 levels when you adjust for inflation; and

WHEREAS, locals, including CITY OF GREEN BAY continue to struggle to meet even the most basic maintenance needs for our transportation system; and

WHEREAS, states surrounding Wisconsin and across the country have stepped up with sustainable funding plans for their state and local roads; and

WHEREAS, Wisconsin will be at a competitive disadvantage if it does not implement a revenue and spending plan that addresses both our Interstates that were built in the 1950's and 60's and our local and state roads; and

WHEREAS, levy limits do not allow local government to make up for the deterioration of state funding; and

WHEREAS, local governments would not be forced to turn to local wheel taxes or increased borrowing or exceeding their levy limits if the state would finally pass a sustainable funding plan for transportation

WHEREAS, the COMMON COUNCIL OF THE CITY OF GREEN BAY recognizes that our state highway and interstate system is the backbone of our surface transportation system and plays a vital role in the economy of Wisconsin. Both local and state roads need to be properly maintained in order for our economy to grow; and

WHEREAS, from a competitive standpoint Wisconsin motorists pay significantly less than any of our neighbors when you combine the annual cost of the state gas tax and vehicle registration fees; and

NOW, THEREFORE, BE IT RESOLVED by the COMMON COUNCIL OF THE CITY OF GREEN BAY urges the Governor and Legislature to Just Fix It and agree upon a sustainable solution: one that includes a responsible level of bonding and adjusts our user fees to adequately and sustainably fund Wisconsin's transportation system. Furthermore, the City Council/Village Board directs the Clerk to send a copy of this resolution to our State Legislators, Governor Scott Walker and to the League of Wisconsin Municipalities.

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jlp



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.6.

To approve request by Kerry F. Rathburn, doing business as Star Electric, to install and maintain groundwater monitoring well in public right-of-way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Kerry Rathburn for Star Electric HHA

LICENSE TO INSTALL AND MAINTAIN
GROUNDWATER MONITORING WELL
IN PUBLIC RIGHT-OF-WAY

THIS AGREEMENT is made in the City of Green Bay, Brown County, Wisconsin, by and between the City of Green Bay, Wisconsin, a municipal corporation (hereinafter "City"), and Kerry F. Rathburn doing business as Star Electric (hereinafter "Star").

WHEREAS, Star wishes to install a groundwater monitoring well in the Winford Avenue right-of-way, adjacent to the property at 1148 Velp Avenue, more specifically described in the map attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the City of Green Bay has granted Star permission to allow such encroachment to be placed on City property subject to provisions of insurance, execution of a Hold Harmless Agreement and the City's Department of Public Works final approval as to the elevation of the top of the well; and

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein,

IT IS AGREED AS FOLLOWS:

1. City grants to Star permission to install a groundwater monitoring well for the purpose of groundwater monitoring in the Winford Avenue right-of-way, adjacent to the property at 1148 Velp Avenue , as more fully set forth in Exhibit A.
2. The elevation of the top of such groundwater monitoring well shall be approved by the Department of Public Works.
3. A street excavation permit and street obstruction permit must be obtained by the drilling company before any drilling within the right-of-way commences.

4. Star agrees to provide City a Certificate of Insurance indicating the coverage and policy limits of an insurance policy, including contractual liability and a written 30 days prior notice of cancellation, covering the premises at the Winford Avenue City right-of-way, including the right-of-way and activities at issue in this Agreement and specifically any injury or damage that may occur pursuant to the permission so granted. Said insurance policy to be maintained in full force and effect throughout the duration of this Agreement and shall name the City as an additional insured. Said Certificate of Insurance is hereby incorporated by reference and shall contain coverage limits as specified in attached Exhibit B.
5. Star hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Star or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay,

its elected and appointed officials, officers, employees, agents, representatives and volunteers.

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

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

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

6. In the event the City or a public utility deem it necessary to install, maintain or replace a public utility facility within the right-of-way which will cause the removal of the groundwater monitoring well for a temporary time period, Star, at its expense, shall remove the groundwater monitoring well for the time period required, and reinstall the groundwater monitoring well after the utility work is completed. Star shall receive a written notice to remove the groundwater monitoring well seven (7) days prior to the installation or maintenance of the public utility facility. If Star does not have the groundwater monitoring well removed within seven (7) days, the City or public utility shall remove the groundwater monitoring well and charge Star for all

expenses incurred from the removal and reinstallation of the groundwater monitoring well.

7. If the City determines that it is in its best interest to revoke the authorization for the groundwater monitoring well, then Star, upon seven (7) days written notification by the City, shall promptly remove the groundwater monitoring well from the street right of way. If Star does not have the groundwater monitoring well removed within seven (7) days of a written notice to remove, the City shall remove the groundwater monitoring well and charge Star for all expenses incurred from the removal of the groundwater monitoring well.
8. Star agrees to abandon, according to DNR rules, such groundwater monitoring well from the public right-of-way at the subject property at its own expense upon notice of termination by the City pursuant to paragraph 7.
9. Unless terminated by the City pursuant to paragraph 7, this Agreement shall continue in full force and effect until such time as such groundwater monitoring well is abandoned by Star in accordance with the rules and regulations applicable to such practices at the time of abandonment. Star shall cap the abandoned well on the surface with a similar surface material and thickness (i.e., turf, gravel, asphalt or concrete).

SIGNATURE PAGE TO FOLLOW

Dated this 6th day of SEPTEMBER 2018.

KERRY F. RATHBURN –
DOING BUSINESS AS STAR ELECTRIC

KERRY F. RATHBURN
PRESIDENT
Print or type name and title above

Kerry F. Rathburn
Kerry F. Rathburn
Print or type name and title above

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally appeared before me this 6th day of SEPT, 2018, the above named Kerry F. Rathburn, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public
Jon D. Anderson, Esq.

Print or type name of Notary Public above
Brown County, Wisconsin
My Commission Expires: permanent

Dated this _____ day of _____, 20_____

CITY OF GREEN BAY

By: Steven M Grenier, P.E.
Director of Public Works

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally appeared before me this ____ day of _____, 20____, the above named Steven M Grenier, P.E. , Director of Public Works, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
Brown County, WI
My Commission Expires: _____

EXHIBIT A

Star Electric, 1142-1146 Velp Ave.,



A map key (legend) and other information about this map is available at: maps.gis.co.brown.wi.us

Geographic Information System (GIS) data provided by: Brown County Planning & Land Services Department

Brown County is not responsible for user-drawn graphics that may have been added to this GIS base map.

This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

09/04/2018
Scale 1:480



STARELE-02

MSWAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson Insurance Northeast 318 South Washington Street Green Bay, WI 54301	CONTACT NAME: Meghan Swan	
	PHONE (A/C, No, Ext): (920) 445-7416 FAX (A/C, No): (877) 254-8586	
	E-MAIL ADDRESS: mswan@johnsonins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Acuity, A Mutual Insurance Co	14184
INSURED Star Electric Service Inc 1142 Velp Ave Green Bay, WI 54303	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X		L16193	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			L16193	01/11/2018	01/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			L16193	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		L16193	01/11/2018	01/11/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Green Bay
100 N Jefferson St Rm 608
Green Bay, WI 54301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT B

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Independent Contractors

2. BUSINESS AUTOMOBILE COVERAGE

Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:

- \$100,000 Each Accident
- \$500,000 Disease Policy Limit
- \$100,000 Disease - Each Employee

4. ADDITIONAL PROVISIONS

*** Additional Insured –**

On the General Liability City of Green Bay, and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."

*** Endorsement -**

The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.7.

To approve as amended the award of bids for rubber surfacing for the DOWNTOWN POCKET PARK project with the option of 1/2-inch thick coating.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Copy of #3086 Quote Summary

CITY OF GREEN BAY QUOTE SUMMARY**RFQ #3086****Poured in Place Rubber Safety Surface
for the Downtown Pocket Park**

Dept: PRF	Req #204	VENDOR #1	VENDOR #2
Planholders:	CC #988	Northland Recreation, LLC	Bluemel's Garden & Landscape Center
Issued: 8/22/18	Due: 9/4/18	Woodbury, MN	Greenfield, WI
DESCRIPTION	LUMP SUM	LUMP SUM	
TOTAL COST of all labor, materials & equipment necessary to perform the Poured In Place Rubber Safety Surface project at the Downtown Pocket Park located at 301 N. Adams St.	\$ 31,743.00	\$ 44,805.00	
Optional: Due to steep nature, recommendation that top coat be 1/2" thick rather than 3/8" thick. Additional cost of:	\$ 4,899.00	1/2" is their standard	
Filter Fabric was specified for the project but is not necessary in this application. Deduct:	Vendor's quote did not include filter fabric	Deduct \$1160	
TOTAL COST:	\$ 36,642.00	\$ 43,645.00	
Payment Terms Net 30 Early Payment Discount:	Net 30	Net 30	
Accepts credit card payments:	No	Yes	

Recommendation: Award to the lowest responsive, responsible vendor



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.8.

To approve request by Ald. Lefebvre to extend special assessment payments for pavement construction from 5 years to 10 years when requested by residents.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.9.

To hold until the September 26, 2018 Improvement and Services Committee meeting the request by Ald. Wery to review how sidewalk replacements are funded.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.10.

To approve as amended the request by the Department of Public Works on proposed 2019 Parking Division rates and fees report to include a 3% increase for the long term parking rate in place of the proposed 2% increase.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2019 parking rate report

To: Improvements and Services Committee

From: Christopher J. Pirlot, PE
Parking Manager/Operations Director

Date: August 17, 2018

Re: Proposed 2019 Parking Division Rates and Fees

INTRODUCTION

Per City of Green Bay policy, DPW-Parking System Division (a.k.a. – Parking Division) must generate its own revenue to cover operating expenses, and facility maintenance. In addition, an agreement with Finance Department requires Parking Division to pay the City an annual payment to cover outstanding bond issues for parking ramp construction. *City property tax revenue does not contribute funding to the Parking Division operating budget.*

Due to Parking Division's self-funded structure, revenue must balance against operating expenses each year. Operating expenses are kept as low as practical to maintain financial stability, while providing reasonable pricing to parking patrons. However when operating costs increase, parking rates and fees must also increase to balance the budget. Proposals for rate/fee changes are based on 1) parking industry trends, 2) actual operating expenses, and 3) effectiveness of Parking Division programs. These factors are compared against revenue, and adjusted accordingly to balance the budget. The intent of this report is to document the recommended 2019 Parking Division rate and fee structure.

HISTORY AND DISCUSSION

Monthly parking ramp/lot rental rates – Rental parking patrons contribute the largest number of parked vehicles to the City's parking system, and constitute the largest percentage of parking revenue. Because of this, Parking Division is sensitive to parking patron concerns, and adjusts rates as gently as possible for this important sector of the City's parking operation. Parking ramp/lot rental rates were last increased in 2017, and remained unchanged for 2018. Parking Division proposes to increase rental rates 2.00% for 2019. Per past practice, rates changes are calculated then adjusted up to the nearest dime. A history of ramp/lot rental fees is shown as an addendum to this report.

Hourly parking ramp fees – Parking ramp and parking meter hourly rates vary widely throughout the United States, depending on size of parking program, strength of business district, local economy, and political environment. The on-street hourly parking meter rate was increased to \$0.85 per hour in 2018. Parking Division proposes to increase the parking ramp hourly parking meter rate to \$0.85 per hour for 2019, to match the on-street hourly parking rate. A history of hourly parking fees is shown as an addendum to this report.

Parking Ramp Grace Period – For many years prior to 2001, Parking Division offered a no-charge (grace) period for the first 15 minutes of each hour parked in a ramp. Parking patrons paid as follows:

- 0 to 15 minutes – no charge
- 0:16 to 1 hour – 1 hour
- 1 to 1:15 hours – 1 hour
- 1:16 to 2 hours – 2 hours
- 2 to 2:15 hours – 2 hours
- 2:16 to 3 hours – 3 hours
- 3 to 3:15 hours – 3 hours
- Etcetera

In 2001 when the now-defunct Green Bay Gold parking program was introduced, a first-hour no-charge period was introduced. Parking patrons paid as follows:

- 0 to 1 hour – no charge
- 1:01 to 2 hours – 1 hour
- 2:01 to 3 hours – 2 hours
- 3:01 to 4 hours – 3 hours
- Etcetera

Note that the original hourly parking ramp payment policy included a true grace period, where parking patrons did not receive any hours of no-charge parking. It merely provided some time past the hour mark before the next hour charge engaged. The idea was to give parking patrons a chance to get out of a ramp if they 1) enter and decide not to park, 2) enter to pick up or drop off a family member for whatever reason. This was a very common practice when Port Plaza Mall existed downtown.

With the Green Bay Gold parking program, Parking Division reduced its revenue stream by not collecting for the first hour of parking. In addition, the change did not eliminate complaints about having to pay the next highest parking rate increment when a patron was 1 minute past the cut-off.

Over the years, parking system operating costs have increased and some parking patrons have used the first-hour no-charge program to manipulate the system with friends and get free parking. To counteract manipulate issues and balance revenue, Parking Division wishes to reduce the first-hour no-charge policy to first-15-minutes-of-stay no-charge. This change will 1) improve parking revenue, 2) make it more difficult to manipulate the parking system, and 3) restore the time allocation back to a *true* grace period.

Parking citation rates – Parking citation rates vary widely throughout the United States. They also are dependent on size of parking program, strength of business district, political

environment, and local economy. Historically, Green Bay's citation rates have increased due to Parking Division budgetary needs, and/or indicators that identify parking patrons are getting too comfortable with citation rates. The disabled parking citation rate was increased in 2017. Parking Division proposes no change in parking citation rates or associated late fees for 2019. A history of parking citation rates is shown as an addendum to this report.

CONCLUSIONS AND RECOMMENDATIONS

Based on 2019 operating expense needs, and Parking Division's goal to avoid use of property tax revenue, it is recommended that the following parking rate/fee structure be adopted effective January 1, 2019:

1. Increase rental parking rates by 2.00%, rounded up to the nearest dime
2. Maintain parking meter, Adams Street Lot, and River Ramp hourly rates at the current level (no change)
3. Increase hourly parking ramp rates from \$0.75 to \$0.85 per hour
4. Change the first-hour no-charge policy to first-15-minutes-of-stay no-charge
5. Maintain existing parking citation rates (no change)
6. Continue to accept credit card payments, with no extra charge to parking patrons for use of a credit card

It should be noted that all parking rate changes proposed above were used to develop the 2019 Parking Division revenue and operating budgets. Due to the self-sufficient and inter-dependent structure of the Parking Division operating and revenue budgets, changes to the revenue budget directly affect the operating budget. So if rates are modified from those proposed above, Parking Division staff will develop an alternate proposal for the 2019 operating, and revenue budgets to make them balance.

Tables of Supplemental Information

History of parking rental rates:

<u>Year</u>	<u>Rental Rate Increase (over previous year)</u>
2002	4% rate increase
2003	4% rate increase
2004	4% rate increase
2005	4% rate increase
2006	No rate increase; AND volume discount rental rate structure introduced
2007	3% rate increase
2008	3% rate increase
2009	3% rate increase
2010	No rate increase
2011	No rate increase
2012	2% rate increase
2013	No rate increase
2014	No rate increase
2015	2% rate increase
2016	2% rate increase
2017	2% rate increase
2018	No rate increase
2019	2% rate increase (proposed)

History of hourly parking rates:

<u>Year</u>	<u>Hourly rate</u>	<u>Adams Street Lot/River Ramp</u>	<u>Parking Meters</u>
1972 (January 1)	\$0.10 per hour	N/A	\$0.10 per hour
1977 (January 1)	\$0.25 per hour	N/A	No change
1982 (June 28)	No change	\$0.20 per hour	\$0.20 per hour
1986 (December 1)	No change	\$0.20/hour (1-4 hrs); \$0.40/hr beyond 4	No change
1990 (July 1)	\$0.30 per hour	No change	\$0.25 per hour
1991 (January 1)	No change	No change	\$0.30 per hour
1994 (July 1)	\$0.35 per hour	\$0.35/hour (1-4 hrs); \$0.55/hr beyond 4	\$0.35 per hour
1996 (July 1)	\$0.40 per hour	\$0.40/hour (1-4 hrs); \$0.60/hr beyond 4	\$0.40 per hour
2001 (November 19) Green Bay Gold Program begins	\$0.50 per hour (first hour free)	\$0.50/hour (1-4 hrs); \$0.70/hr beyond 4	\$0.50 per hour
2004 (January 1)	No change	No change	\$0.55 per hour
2006 (January 1)	No change	\$0.70 per hour	No change
2008 (January 1)	\$0.55 per hour (first hour free)	\$0.75 per hour	\$0.60 per hour
2015 (January 1)	\$0.75 per hour	\$1.00 per hour (Adams)	\$0.75 per hour
2016 (River Ramp)	No change	\$1.00 per hour (River)	No change
2018 (January 1)	No change	No change	\$0.85 per hour
2019 (January 1)	\$0.85 per hour & change first hour no-charge to first 15-minutes no-charge (proposed)	No change	No change

History of parking citation rates:

Citation Rate Change History							
<u>Year</u>	<u>Overtime Parking</u>	<u>No Parking</u>	<u>No Stopping / Standing</u>	<u>Truck off Truck Route</u>	<u>Disabled</u>	<u>1 week late</u>	<u>1 month late</u>
2000	\$4	\$10	\$20	\$50	\$50	add \$4	add \$7
2001	\$8	\$15	\$25	No change	\$75	No change	No change
2004	No change	\$20	\$30	\$60	\$100	add \$5	add \$10
2009	\$10	No change	No change	No change	No change	No change	No change
2015	\$15	\$25	\$35	No change	No change	No change	No change
2016	No change	No change	No change	\$100	No change	No change	No change
2017	No change	No change	No change	No change	\$150	Add \$7	Add \$15
2018	No change	No change	No change	No change	No change	No change	No change
2019	No change	No change	No change	No change	No change	No change	No change



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.I.I.

To approve request by the Department of Public Works on proposed 2018-2019 winter contractor rates report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2018-19 winter contractor rate proposal

City of Green Bay-DPW 2018/19 Winter Contractor Rate Proposal

DPW-Operations Division conducted research regarding rates for winter contractor assistance in an attempt to maintain competitive rates. DPW has been trying to remain competitive in this area to retain contractor assistance for snowplowing operations. Interest from contractors over the past years has decreased due to better snow clearing rates offered by other entities and organizations.

The proposed winter 2018/19 winter contractor rates are based on 2018 WisDOT Bureau of Highway Maintenance Manual Section 02-25-50 data, titled "Classified Equipment Rates." They are also based on comparable City of Green Bay-DPW labor rates. Proposed winter contractor equipment rates are a total of the State equipment rate plus a cost of \$22 per hour for the operator. Values are rounded to the nearest half-dollar using mathematical rounding rules. Following is a summary of the contractor rate proposal for the winter of 2018/19:

<u>Contractor Item</u>	<u>2017/18</u>	<u>2018/19</u>
Grader or Loader with Wing & Operator	\$105.00	\$105.00
Small Loader & Operator (< 3 C.Y.)	\$68.50	\$82.00
Large Loader & Operator (> or = 3 C.Y.)	\$83.50	\$88.50
Hourly Rate for Meetings	\$20.00	\$22.00

Research justifies a *decrease* in the "grader/loader with wing" rate from \$105.00 to \$104.00 per hour. However, DPW is not interested in decreasing the rate because a higher rate has already been established and paid to contractors. In addition, higher rates attract contractors. And as noted above, DPW has seen decreased interest from contractors for snowplowing assistance.

The rest of the rates noted above are justified to be increased as noted.



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.12.

To approve request by the Department of Public Works to reimburse Greenwood Hospitality \$30,000 for repairs to the Pine Street Ramp Skywalk in accordance with the provisions of the Hotel Northland Developer's Agreement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 18-0530 Pine St Ramp Skywalk Bid Doc
2. Hotel Northland Skywalk Repairs 9 5 2018

KEYED NOTES

- 105 PATCH AND REPAIR CONCRETE WALK AND SEAL PERIMETER JOINTS AS NEEDED. CONCRETE TO RECEIVE TRAFFIC COATING (MASTERSEAL TRAFFIC 1500 BOD).
- 106 INSTALL CLEAR TEMPERED, LAMINATED GLASS IN EXISTING STOREFRONT FRAMING.
- 107 EXPOSED STEEL TO BE PAINTED BRONZE TO MATCH STOREFRONT FINISH. SEE 09 9113 EXTERIOR PAINTING AND RELATED REQUIREMENTS. FINAL COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURER'S STANDARD RANGE.
- 108 NEW CORRUGATED METAL ROOF DECK, COVER BOARD OR RIGID INSULATION, AND EPDM ROOF MEMBRANE ASSEMBLY OVER EXISTING STRUCTURE. PROVIDE SHEET METAL FLASHING AND TRIM AT ROOF EDGE/STOREFRONT HEAD. STRUCTURE OR RIGID INSULATION TO SLOPE TOWARDS EXISTING BUILDING TO GUTTER, OPEN-FACED DOWNSPOUT AND SPLASH BLOCK @ EXTERIOR WALL. MEMBRANE/FLASHING TO EXTEND VERTICALLY AND TERMINATE MIN. 8" AT MASONRY WALL.
- 109 PROVIDE ADA COMPLIANT PAINTED STEEL-PIPE HANDRAIL IF SLOPE IS GREATER THAN 1:20. CONTRACTOR TO VERIFY SLOPE.

Revisions

BID DOCUMENTS

Drawing Date
05/30/2018

HOTEL NORTHLAND

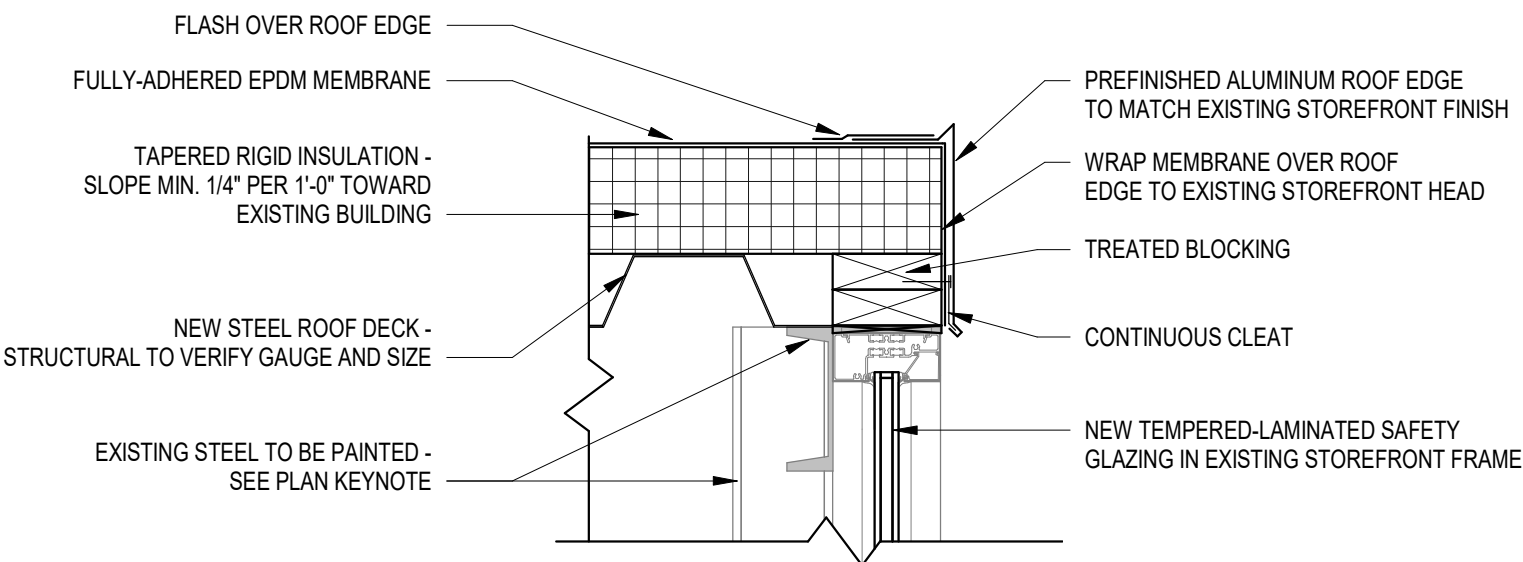
304 NORTH ADAMS ST.
GREEN BAY, WI 54301

Project No. HOTEL NORTHLAND,
214013.00 LLC.

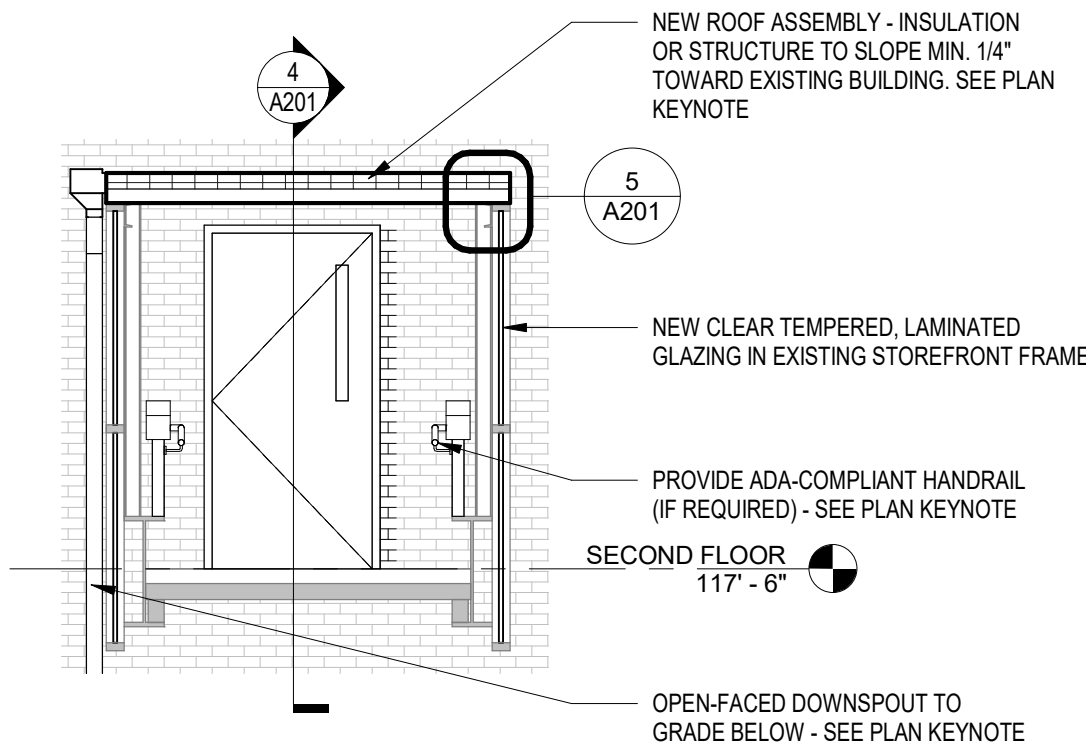
Sheet Title
2ND FLOOR SKYWALK

111 West Wisconsin Avenue, Milwaukee, Wisconsin 53203
Telephone 414.272.2000 Fax 414.272.2001
44 East Milillin Street, Suite 700, Madison, Wisconsin 53703
Telephone 608.283.6300 Fax 608.283.6317

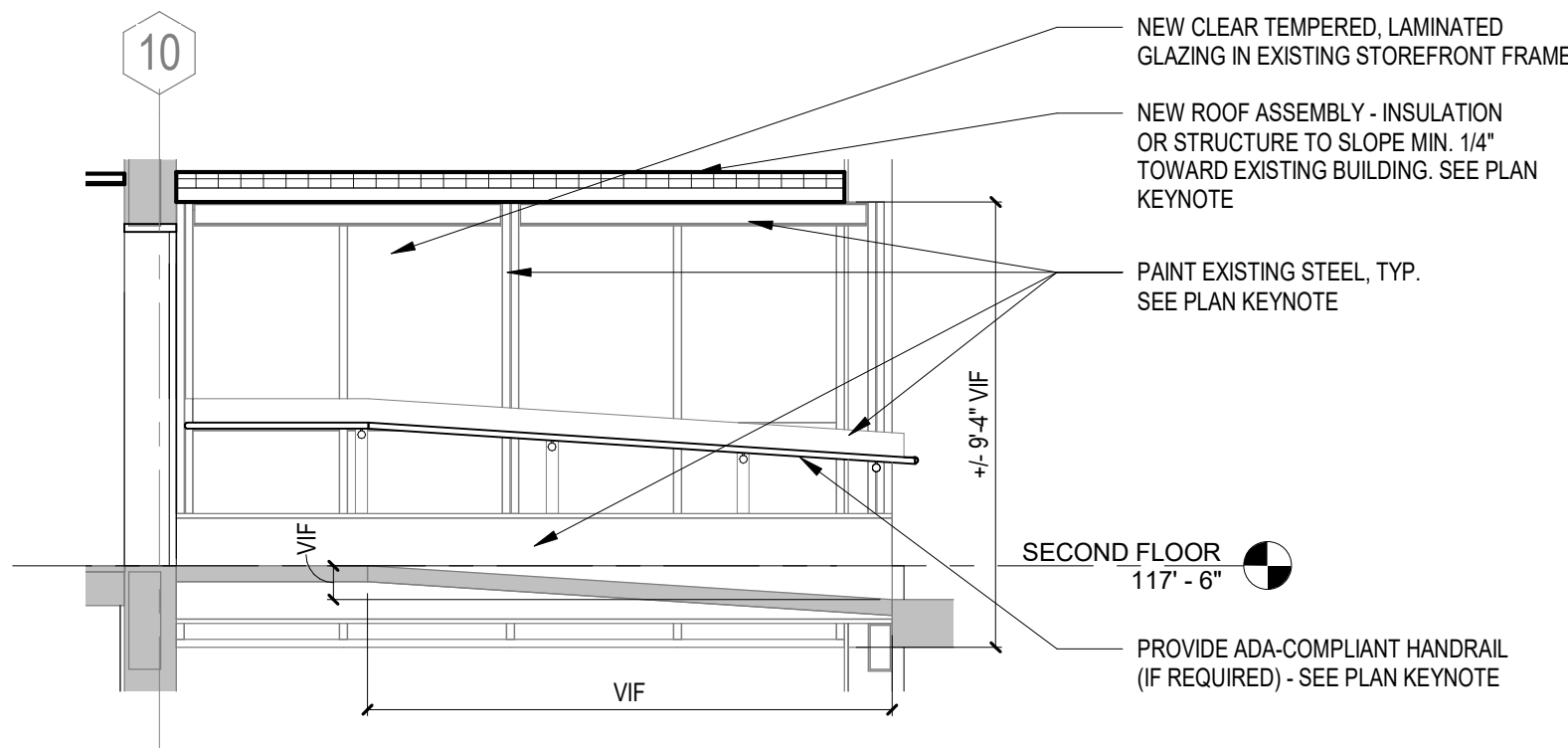
Sheet No.
A201



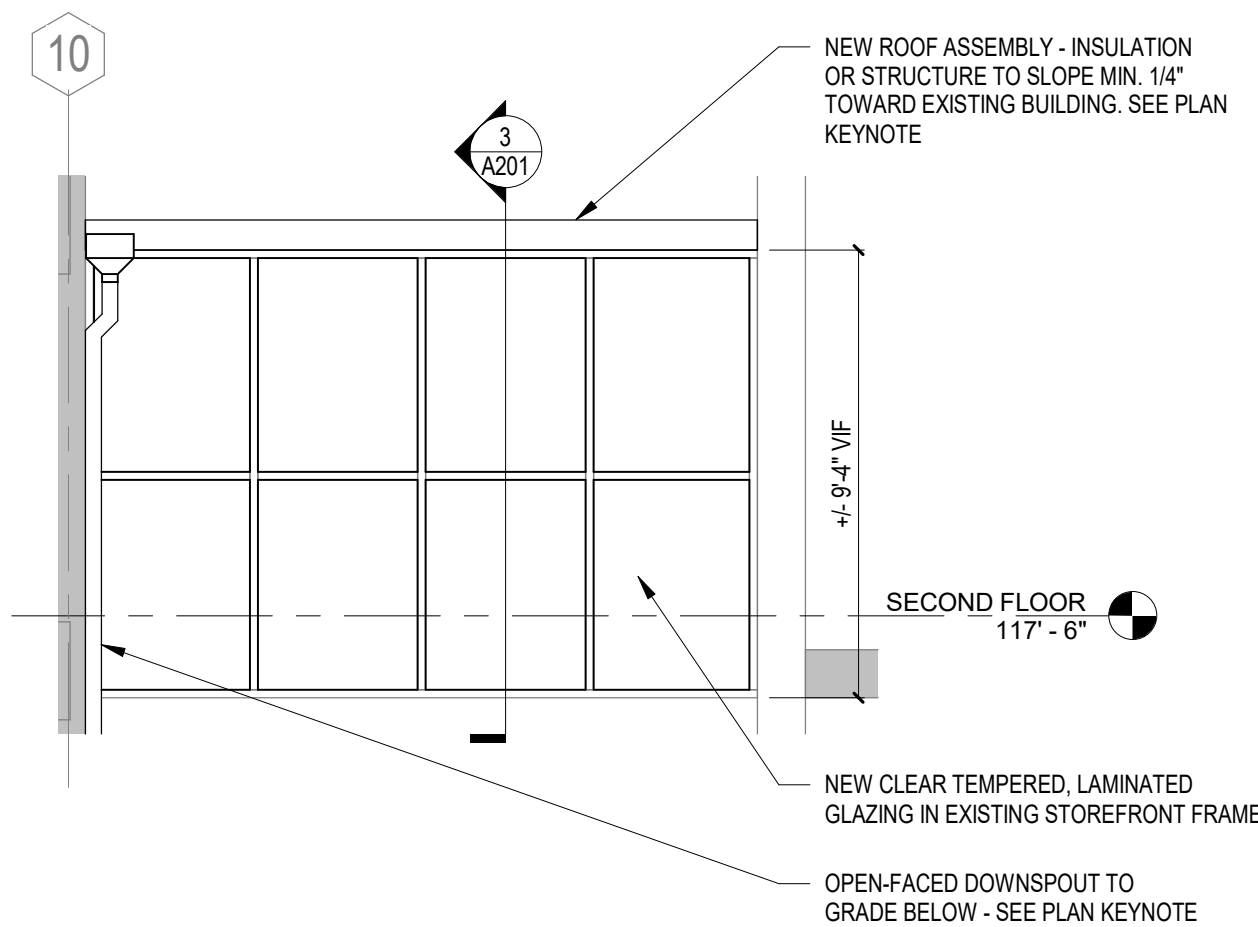
5 DETAIL - ROOF ASSEMBLY
1 1/2" = 1'-0"



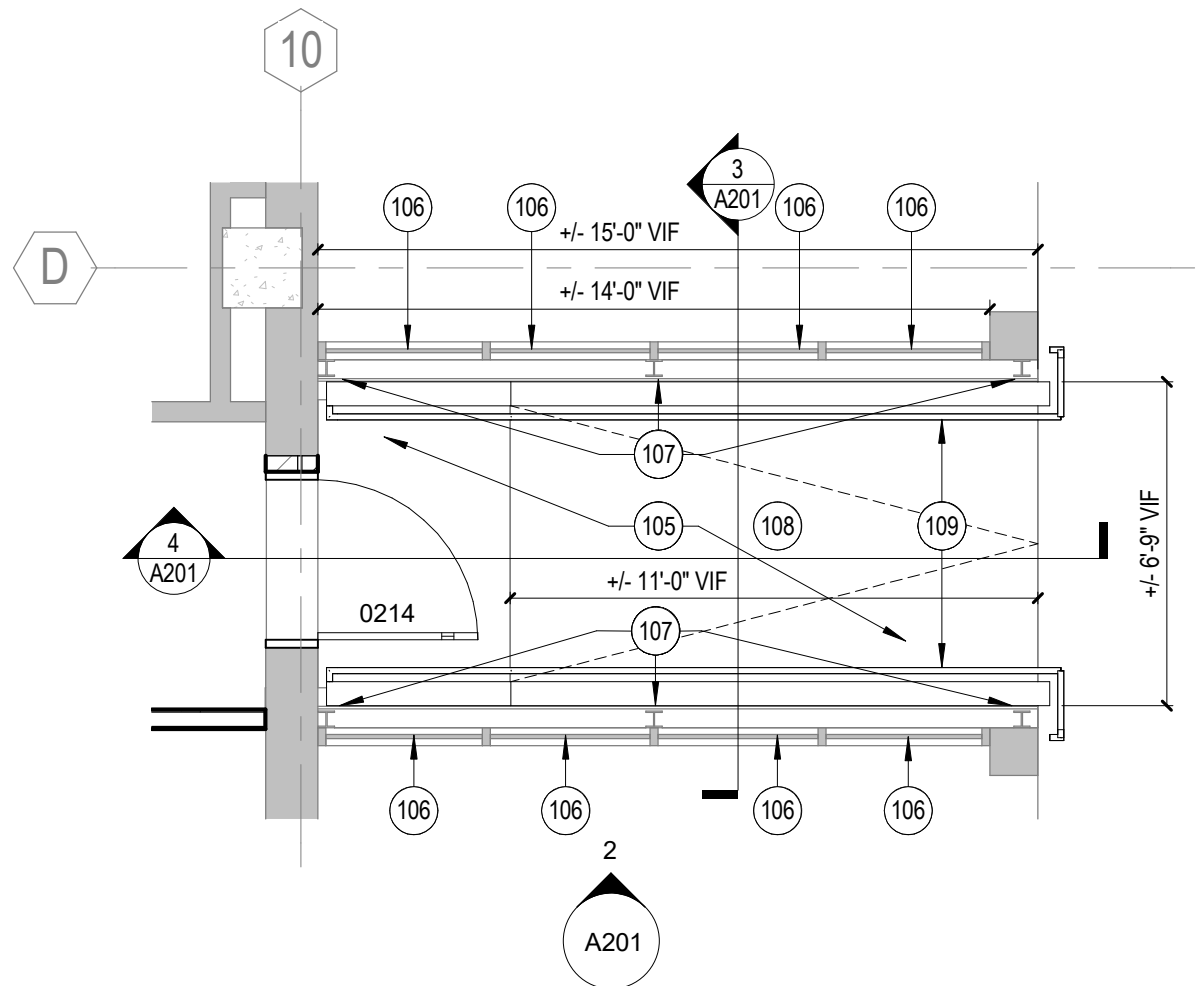
3 SECOND FLOOR SKYWALK - SECTION
1/4" = 1'-0"



4 SECOND FLOOR SKYWALK - SECTION
1/4" = 1'-0"



2 SECOND FLOOR SKYWALK - ELEVATION
1/4" = 1'-0"



1 02 SECOND FLOOR ENLARGED PLAN - SKYWALK
1/4" = 1'-0"

Hotel Northland			
Skywalk			
DATE:	8/29/18		Proposal
SF:	0		
SECTION	DESCRIPTION		
DIV 2 SITEWORK			
02100	ABATEMENT	AAR	\$4,950.00
02500	SELECTIVE DEMOLITION	GANTHER	\$1,270.00
DIV 7 THERMAL			
07530	ROOFING	CRANDALL AND ASSOCIATES	\$8,500.00
DIV 8 DOORS AND WINDOWS			
08410	ALUMINUM / GLASS	TRI-CITY GLASS	\$7,850.00
DIV 9 FINISHES			
09900	PAINTS AND COATINGS	DAVIS	\$1,890.00
DIV 16 ELECTRICAL			
16100	ELECTRICAL	FAITH	\$1,495.00
CONTRACTOR FEES			
	CM FEE	GANTHER	\$2,495.00
DESIGN FEE			
	DESIGN FEE	KS	\$1,300.00
GENERAL CONDITIONS			
01000	GENERAL CONDITIONS	GANTHER	\$0.00
TOTAL COST			\$29,750.00



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.13.

To approve request by the Department of Public Works to approve Amendment IX of the Brown County Municipal Recycling Agreement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Brown County Municipal Recycling Agreement Amendment IX

PORT & RESOURCE RECOVERY DEPARTMENT

Brown County

2561 SOUTH BROADWAY
GREEN BAY, WI 54304

PHONE: (920) 492-4950 FAX: (920) 492-4957

DEAN R. HAEN

DIRECTOR

August 27, 2018

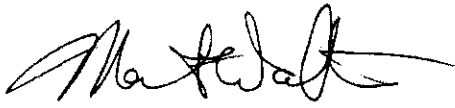
Steve Greiner
City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

Dear Steve,

Enclosed is a copy of Amendment IX of the Brown County Municipal Recycling Agreement for your signatures. Please print and sign two copies (2) then return them to us after which we will have them executed and a copy returned for your files. Execution of this amendment ensures your eligibility for the 2019 Wisconsin Recycling Consolidation Grant.

If you should have any additional questions or comments, please contact me at (920) 492-4965 or via email Walter_MA@co.brown.wi.us.

Sincerely,



Mark Walter
Business Development Manager

Enclosure

BROWN COUNTY MUNICIPAL RECYCLING AGREEMENT

AMENDMENT IX

This amendment is intended to reaffirm the existing language set forth in the Municipal Recycling Agreement in order to establish eligibility for the 2019 Wisconsin Recycling Consolidation Grant.

The existing agreement is a cooperative agreement for the joint provision of recycling services including education and outreach, collection and transport of recyclables to a materials recovery facility, and performing comprehensive program planning.

The following Brown County Municipalities recognize the fact that they are Partner Communities with Brown County in the Municipal Recycling Agreement:

City of Green Bay	Town of Green Bay
City of DePere	Town of Holland
Village of Allouez	Town of Humboldt
Village of Ashwaubenon	Town of Lawrence
Village of Bellevue	Town of Ledgeview
Village of Hobart	Town of Pittsfield
Village of Howard	Town of Rockland
Village of Pulaski	Town of Scott
Village of Suamico	Town of Wrightstown
Village of Wrightstown	Oneida Tribe of Indians of WI

City of Green Bay

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

BROWN COUNTY

By: _____

Its: _____

Dated: _____

BROWN COUNTY MUNICIPAL RECYCLING AGREEMENT

AMENDMENT IX

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Village of Howard	Town of Rockland
Village of Pulaski	Town of Scott
Village of Suamico	Town of Wrightstown
Village of Wrightstown	Oneida Tribe of Indians of WI

City of Green Bay

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

BROWN COUNTY

By: _____

Its: _____

Dated: _____



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.14.

To approve request by the Department of Public Works to enter into an agreement for professional services for the Nitschke Bridge hydraulic pump replacement design in the amount of \$68,732.36.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. AECOM Professional Services Agreement for Nitschke Bridge Hydraulic Pump Replacement Design

**AMENDMENT TO ORIGINAL
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF GREEN BAY AND CONSULTANT**

**Project: Nitschke Bascule
Bridge Hydraulic Pump
Replacement Design**

THIS AGREEMENT is made this 13th day of August, 2018, by and between the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin, (hereinafter called "City") and AECOM Technical Services (hereinafter called "Consultant").

NOW, THEREFORE, in consideration of the following terms and conditions, City and Consultant mutually agree as follows:

1. SCOPE OF WORK

Consultant agrees to perform all services as described:

- Nitschke Bridge Hydraulic System Upgrades:
 - Mechanical Design Tasks
 - Field verification of existing hydraulic system configuration
 - Design new primary pumps
 - Identify proper filter media
 - Verify that reservoirs can be re-used
 - Verify that hydraulic motors can be rebuilt
 - No scope required for electric motors
 - Update calculations for new hydraulic components
 - Electrical Design Tasks
 - Flashing light for filter change
 - Hydraulic oil heating system
 - PSE
 - Plan Production
 - Bridge Title Sheet, Index of Sheets
 - Overall Bridge GP&E
 - Rehabilitation General Notes Sheet
 - Mechanical System Notes
 - Existing Hydraulic Schematics
 - New Hydraulic Schematics
 - Hydraulic System Bill of Materials
 - Specifications
 - Mechanical Technical Specifications
 - ✓ Pumps - Installation & Testing Procedure
 - ✓ Hydraulic Motors – Removal, Testing & Installation Procedure
 - ✓ Charge Pumps & Valves – Installation and Testing Procedure
 - ✓ Oil Sampling PM Program Outline
 - ✓ Hydraulic System/Bridge Functional Checkout Procedure
 - Estimate – Project Cost Estimate
 - Meetings required as part of the design process are limited to the following:
 - Coordination meetings (Phone)
 - Initial Field Inspection and Data Collection
 - Plan in Hand Review/Verification
 - Construction Services and Field Review is limited to the following:
 - Pre-bid Meeting
 - Pre-construction Meeting
 - Submittal Reviews

- RFI Responses
- Construction Inspection – Site Visits (2)
- Acceptance Testing Review Site Visit (1)
- Schedule:
 - AECOM Notice to Proceed: September 1, 2018
 - Final PSE Documents: November 1, 2018
 - Contractor Start Date: December 1, 2018
 - Construction Complete: April 15, 2018
- Deliverables
 - Final Plans, Specs, and Estimate

2. FEES

Total fees payable to Consultant shall not exceed the amount of [\$68,732.36] for all services, materials, equipment, and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement, signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

3. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, and terms and conditions has been executed. Where additional work is to be completed on a time and expense compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's Proposal.

4. COMPENSATION

City agrees to pay for services provided in accordance with the compensation provisions described in the Consultant's Proposal. Consultant will bill the City, no more than monthly, with net payment due in 30-days from the invoice date. Consultant may, after giving 72-hour notice, suspend service under the Agreement until the City has paid all amounts in full due for services rendered and expenses incurred.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

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

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or

authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

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

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

6. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

A. PROFESSIONAL LIABILITY (Errors and Omissions)

- (1) Minimum Limits
 - (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- (2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

- (1) Commercial General Liability
 - (a) \$4,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$2,000,000 each occurrence limit
- (2) Claims made form of coverage is not acceptable.
- (3) Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury

- (d) Explosion, collapse and underground coverage
- (e) Products/Completed Operations
- (f) Independent Contractors

C. BUSINESS AUTOMOBILE COVERAGE

- (1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- (2). Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

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

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301.

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance, acceptable to the City. Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance are provided to the City upon execution of this Agreement, the Agreement shall be null and void. Consultant will not provide copies of its insurance policies, but under necessary circumstances, the policies may be made available for review in redacted form on Consultant's premises with sufficient advance notice.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

7. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

8. ACCESS/UTILITIES

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

9. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences or procedures of construction. Consultant will not be responsible for evaluating, reporting or effecting job conditions concerning health, safety or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

10. OWNERSHIP OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than original intent of the documents provided by the Consultant.

11. SAMPLES

Unless otherwise agreed or consumed in testing, test specimens shall be retained for a minimum of thirty (30) days following submission of final report.

12. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any interest in this Agreement or any payments due hereunder except upon prior written consent of the City. All terms, conditions, covenants and agreements herein shall extend to and be obligatory upon any successors or assigns of Consultant upon the execution of any written consent by the City. Consent shall not be given to any proposed assignment that would release the Consultant of their responsibilities under this Agreement.

13. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate this Agreement, or any part of this Agreement, upon fourteen (14) days written notice. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

14. TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other party fails to fulfill any of its obligations under this Agreement in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement. Termination of the Agreement is accomplished by the party initiating the

termination giving fourteen (14) days written notice to the other party. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

15. NO DISCRIMINATION

During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16. SEVERABILITY

In the event that any section, clause or portion of this Agreement shall be adjudged or decreed to be invalid, the remainder of the Agreement shall remain in full force and not be affected by such judgment.

17. APPLICABLE LAWS

This Agreement shall be governed in all respects by the laws of State of Wisconsin.

18. ENTIRE AGREEMENT

This Agreement, together with the City's Request for Quotation (dated [Insert date]), Consultant's Quotation (dated [Insert date]), the attachments appended hereto, and all documents, drawings, specifications, and instruments specifically incorporated herein and made a part hereof, shall constitute the entire Agreement of the parties.

19. COMPLIANCE WITH LAWS

Consultant is responsible to see that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

20. TIME

This Agreement shall be effective on _____, 20____ (which is the Effective Date of the Agreement).

All schedules are to be strictly met.

CITY

CONSULTANT

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.15.

To approve a sanitary sewer credit / refund at 2355 Eastman Avenue in the amount of \$2,025.64.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.16.

To approve as amended the report of the Purchasing Manager to contract with Rotating Equipment Repair (RER) for the repair of two (2) pumps at the Harvey Street Storm Sewer Lift Station for \$74,514 to include an additional \$2,700 for pump delivery.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 9-12-18 IS Lift Station Pump Repair



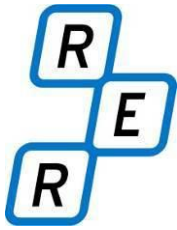
CITY OF GREEN BAY - PURCHASING DIVISION

TO: I & S Committee
FR: Rick Jensen, Purchasing Manager
DT: September 12, 2018
RE: Purchasing Report
Cc: Steve Grenier, James Brunette, Matt Heckenlaible, Diana Ellenbecker

Report of the Purchasing Manager:

1. Request approval to contract with Rotating Equipment Repair (RER) for the repair of two (2) pumps at the Harvey Street Storm Sewer Lift Station for \$74,514.

Improvement and Services - Report of the Purchasing Manager					
Description	Spec #	Funding Source	Awarded Vendor	# Responses	\$ Amount
Pump Repair, Harvey St. Storm Sewer Lift Station			Rasmussen Electric LLC	Single Source	\$74,514



Rotating Equipment Repair

W 248 N 5550 Executive Drive

Sussex, WI 53089

phone . 262 . 820 . 2525 fax . 262 . 820 . 2233

Friday, January 26, 2018

City of Green Bay Department of Public Works

100 N Jefferson St, Room 101

Green Bay, WI 54301

Attn: Mike DeNiel

Subject: Budgetary Repair for the Harvey Pumping Station Fairbanks Morse Lift Pumps (#20180035)

DISASSEMBLY, BLAST CLEAN & INSPECTION

Upon receipt of the subject pumps listed above, we will completely disassemble and glass bead blast clean all applicable components in order to remove scale and debris. All components will then be visually and dimensionally checked for size, condition and suitable reuse. Shafting and the impellers will be magnetic- particle tested for cracking if considered reusable.

A comprehensive inspection report outlining all "as found" conditions as well as any visual discrepancies would be prepared. Any relevant conditions would be digitally photographed and added within the report. Also included would be a detailed repair procedure, including price, which specifies all of the repairs necessary to restore the pump to its original performance and like new condition.

SHAFTS:

The shafts will be check dimensionally and for run-out. All four shafts will be worn at the bearing journals.

The shafts will be placed in a lathe and polished. We are assuming that metal spraying of the bearing turns is not required.

LINE-SHAFT COUPLINGS:

The line-shaft couplings will be in good condition and re-used.

IMPELLER:

The impeller wear surface is will be worn. We will assume the key is acceptable to re-use.

Each of the impeller vane tips will be built up with weld by 0.375". The impeller will be placed in our vertical boring mill and the vane tips finish machined to the correct height and to match the diameter of the diffuser wear surface. The vanes will be hand dressed to remove a burr left after machining. The impeller will be dynamically balanced per an ISO 1940 Grade 2.5 specification.

SUCTION BELL:

The bearing will be worn. We will assume the fit to the diffuser is acceptable.

A new bearing will be manufactured from Magnolia 120 high-lead bronze, installed and then finish machined to insure concentricity throughout one pump centerline. The discharge vanes will be hand dressed as required.

DIFFUSER:

The lower bearing will be worn. We will assume the fit to the column is acceptable. The wear diameter for the impeller will be only very lightly worn. The inlet vanes will be rough and eroded.

The lower bearing will be manufactured from high-lead bronze, installed then finish machined to ensure concentricity throughout one pump centerline. The diffuser wear surface will be machined minimally. The vanes will be hand dressed back to original contour, a bullet nose design.

LOWER COLUMN, DISCHARGE ELBOW and MOTOR PEDESTAL:

The lower column, discharge elbow and motor pedestal will be in fair condition. No work will be required at this time.

STUFFING BOX and PLATE:

The stuffing box bearing, which is integral to the stuffing box, is worn. We will assume the fits are acceptable.

A new bearing manufactured from high-lead bronze will be installed. The new bearing bore will be finish machined.

SHAFT TUBES and SHAFT TUBES BEARINGS/COUPLINGS :

The shaft tubes are in fair condition and will be re-used. The bearings are rubbed and worn oversized.

The threads will be chased as required and the stop faces will be skim cut to true up. Five new bearings manufactured from high-lead bronze will be installed.

MISCELLANEOUS:

The coupling, packing gland, the impeller nut and all keys are in good condition. They would be cleaned and prepared for re-use.

ASSEMBLY:

The pump will be reassembled in a vertically upright position. Below ground components would be coated with a two part marine epoxy coating. The motor pedestal would be coated with protective enamel. All hardware, gaskets, o-rings and set screws would be replaced as required. The pump will be prepared for shipment back to the Harvey St. facility.

WARRANTY:

We will warrant all parts and repairs cited herein to be free from material and workmanship defects for a one-year period of operation regardless of any period of storage prior to installation.

SUMMARY OF PARTS: The following parts will be supplied by RER:

QTY:	Description:	Material:
(1)	Suction Bell Bearing	High-Lead Bronze
(1)	Lower Diffuser Bearing	High-Lead Bronze
(5)	Shaft Tube Bearings	High-Lead Bronze
(1)	Stuffing Box Bearing	High-Lead Bronze
(1)	Lower Shaft Sleeve	Hardened 420 S.S.

The price for the repair of one pump will be \$37,257.00. Normal delivery will be 6 to 8 weeks. Please submit purchase orders to the attention of Katie Wilde at PurchaseOrders@rerpump.com. Sincerely,

Chuck Dillow
Pump Repair Engineer
(262) 820-2525 phone (262) 820-2233 fax cpd@rerpump.com



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.17.

To approve request by Wisconsin Public Service Corporation for an Easement across City owned Parcel 7-741-I for the N. Webster Avenue project.

BACKGROUND

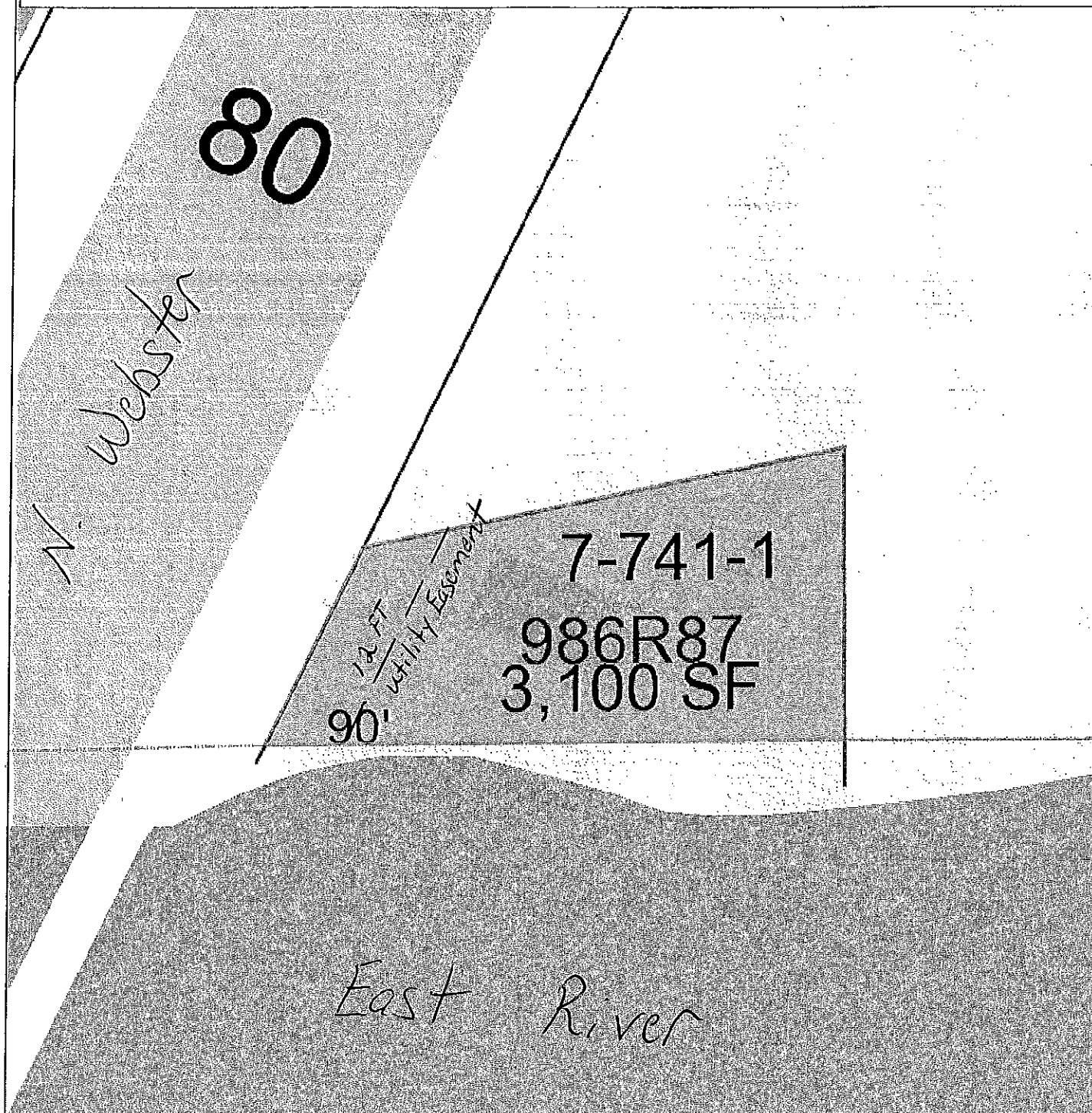
RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. WPS for an Easement for N Webster Ave Project

<Title>



A map key (legend) and other information about this map is available at: maps.gis.co.brown.wi.us
Geographic Information System (GIS) data provided by: Brown County Planning & Land Services Department
Brown County is not responsible for user-drawn graphics that may have been added to this GIS base map.
This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

07/19/2018
Scale 1:240



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # M.18.

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

A. Award of contracts

1. To approve to award contract PAVEMENT 3-18 (METRO TRANSIT DRIVEWAY) to the low, responsive bidder, Peters Concrete Co., in the amount of \$611,385.73.

2. To approve to award contract SEWERS 6-18 (INCLUDING WATER MAIN) to the low, responsive bidder, PTS Contractors, Inc., in the amount of \$2,124,144.

3. To approve to award contract SEWERS 7-18 to the low, responsive bidder, Wood Sewer and Excavating, Inc., in the amount of \$161,867.

4. To approve to award contract SIDEWALKS 2018 to the low, responsive bidder, Al Dix Concrete, Inc., in the amount of \$303,465.

B. Granting of Licenses

1. Tree & Brush Trimmer

- a. Bucklin Tree Service LLC
- b. Treeo's Tree Service, Inc.

2. Underground Sprinkler System

- a. Irrigation Doctors
- b. Fox Valley Irrigation Inc.
- c. 4 Season Landscaping Solutions LLC

C. Real estate acquisition for Webster Avenue

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

- 14 714 N Webster Avenue, James Siudzinski, \$73,000
- 23 1000 Klaus Street, Avenue Investments, LLC, \$101,000

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

- 2C 816 N Webster Avenue, Sherri King, \$8,000
- 3A 820 N Webster Avenue, Aaron & Kristin Vandermuss, \$23,500

6	1012 N Webster Avenue, Roger Delaruelle, \$1,140
6	1012 N Webster Avenue, Roger Delaruelle, \$625
13	1002 Harvey Street, Beverly Moeser, \$51,900
14	714 N Webster Avenue, James Siudzinski, \$8,000
20	1002 Reber Street, Crooked Wood Corp., \$2,800
22a	1005 Berner Street, Regina Donaldson, \$1,765
24a	1008 Vanderbraak Street, Don Lecher, \$33,832

3. Administrative Revision (Parcel Number, Address, Owner Name, Amount)

24	1008 Vanderbraak Street, Dale & Kathleen Kelsey, \$73,000
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4. Deed (Parcel Number, Address, Owner Name, Amount)

71 Remnant	1030 Weise Street, Ed & Associates, \$32,970
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BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public (PAVEMENT 3-18)
2. Bid Summary - Public (SEWERS 6-18 INCLUDING WATER MAIN)
3. Bid Summary - Public (SEWERS 7-18)
4. Bid Summary - Public (SIDEWALKS 2018)

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PAVEMENT 3-18

Tuesday, July 31, 2018

Contractor	Bid	Bid Bond
PETERS CONCRETE CO.	\$611,385.73	5%
VINTON CONSTRUCTION CO.	\$618,144.84	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 6-18 (INCLUDING WATER MAIN)

Tuesday, July 31, 2018

Contractor	Bid	Bid Bond
PTS CONTRACTORS INC	\$2,124,144.00	5%
ADVANCE CONSTRUCTION INC	\$2,573,070.50	5%
DORNER INC	\$3,833,185.50	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 7-18

Tuesday, August 21, 2018

Contractor	Bid	Bid Bond
WOOD SEWER & EXCAVATING INC	\$161,867.00	5%
ADVANCE CONSTRUCTION INC	\$170,724.80	5%
VAN STRATEN CONSTRUCTION CO INC	\$188,025.00	5%
JOSSART BROTHERS INC	\$190,994.50	5%
DORNER INC	\$193,497.50	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SIDEWALKS 2018

Tuesday, August 14, 2018

Contractor	Bid	Bid Bond
AL DIX CONCRETE INC	\$303,465.00	5%
Any questions, call 920-448-3100		



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # N.I.

To receive and place on file the communication from August 21, 2018, of the Common Council by Ald. Steuer, to study and report on partial City funding for a garden coordinator position that is presently funded by Brown County. Nearly 3/4 of community garden users live in the City of Green Bay.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Communication Community Garden



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: AUGUST 21, 2018

Request of Alderperson STEUER

Refer to: COMMUNITY DEVELOPMENT

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.

^{PARTIAL}
TO STUDY AND REPORT ON ~~FUND~~ CITY FUNDING
FOR A GARDEN COORDINATOR POSITION THAT IS
PRESENTLY FUNDED BY BROWN. NEARLY $\frac{3}{4}$
OF COMMUNITY GARDEN USERS LIVE IN THE
CITY OF GREEN BAY.



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # O.I.

To approve an application for a "Class A" Liquor License by Kwik Trip, Inc. at 515 W. Walnut St., with the approval of the proper authorities (currently has Class "A" Beverage and "Class A" Cider Licenses). (2-1)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 515Wwalnut



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # O.2.

To not renew a "Class B" Combination application for Los Banditos East at 1258 Main St. due to the business not being in operation in excess of 60 days.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. losbanditoseast



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # O.3.

To approve an application for an available "Class B" Combination License by Sunshine N' Wally's Bar, Inc. at 1332 S. Broadway St., with the approval of the proper authorities and to recommend that Council waive the requirements for an outdoor licensed premises and to approve the proposed outdoor premises as presented.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. OUTDOORPATIOPICS_1332SBROADWAY
2. APPLICATION_1332SBROADWAY
3. 1332SBROADWAYFLOORPLAN
4. 1332SBROADWAYBUSINESSPLAN
5. Moratoruims





RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA

Green Bay, Wisconsin
September 16, 1997

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Common Council of the City of Green Bay is concerned with the redevelopment of the Broadway area and the present high concentration of licensed establishments in the Broadway area. The high concentration of these establishments in this area has impaired the public peace, safety, welfare, and order; and

WHEREAS, there are currently 34 establishments which hold a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License. The names and addresses of said establishments are:

Lenny's Tap	431 North Broadway
333 Bar	333 North Broadway
Blazing Saddles	331 North Broadway
The Cannery	319 North Broadway
King's X	313 North Broadway
Titletown Brewing	200 Dousman Street
Carol's Ritz Lounge	119 Dousman Street
Nom's Thai Orchid	240 North Broadway
Central Bar	231 North Broadway
Broadway Cafe	128 North Broadway
Rev's Brass Rail	109 North Broadway
West Pitcher Show	100 South Broadway
Maria's Mexican Family Restaurant	106 South Broadway
Ginny's Heart of Broadway	112 South Broadway
Connie's	128 South Broadway
Country Club Bar & Grill	201 South Broadway
Kar's Place	226 South Broadway
Alamo	301 South Broadway
Nepalese Lounge	515 South Broadway
Blue Side	709 South Broadway
Shnicker's	813 South Broadway
Bourbon Street	821 South Broadway
Sass	840 South Broadway
The Lion's Den	1100 South Broadway
Carol's 9 th Street Tap	316 Ninth Street
The Camelot	1301 South Broadway
Manci's Tuxedo Lounge	1313 South Broadway
Good Times	1332 South Broadway
The Packer Stadium Lounge	1342 South Broadway
Terminal Bar	1423 South Broadway

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA
Page 2

Hammer Inn	1208 State Street
Thirsty's	1234 State Street
Loch's Bar	1238 State Street
Cropsey's Bar	1336 State Street

WHEREAS, pursuant to the powers reserved under Ch. 125, Wis. Stats., the Common Council wishes to decrease the number of Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses issued to establishments in the Broadway area; and

WHEREAS, it is the intent of this resolution to allow the present Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses to maintain and renew their establishments in accordance with Ch. 125, Wis. Stats.; and

WHEREAS, it is the intent of this Resolution to effectuate a decrease in the number of Class "B" Fermented Malt Beverage and Class "B" Combination Liquor licensed establishments in the limitation area whenever an establishment goes out of business and does not renew its license;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Limitation Area. The area to which the terms and conditions of this section apply is that area on Broadway or business fronting either side of Broadway and those areas east of Broadway to the Fox River, within the city of Green Bay, Brown County, Wisconsin.
2. Prohibition. The Common Council shall not authorize the issuance of any new or transfer of any existing Class "B" Fermented Malt Beverage or Class "B" Combination Liquor Licenses within the limitation area, except restaurants as defined in paragraph 4 hereof.
3. Exceptions.
 - a. This subsection shall not prohibit the renewal of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License for an existing premises in the limitation area.

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA
Page 3

- b. This subsection shall not prohibit the issuance of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License for a previously licensed premises provided that such application is made within 60 days of any of the following:
 - i. Surrender by the prior licensee of the license issued for that premises; or
 - ii. Sale of the premises by the prior licensee; or
 - iii. Termination of the prior licensee's lease for the premises; or
 - iv. Revocation of the prior license, for cause.

If application under this subsection is sought after 60 days, the owner of the previously licensed premises may apply to the Protection and Welfare Committee for an extension of the application time on the basis that application of the moratorium would have a substantial adverse effect on the owner's ability to use or enjoy the property. The party requesting the extension must demonstrate this effect by clear, satisfactory and convincing evidence.

- c. All applications and renewals shall be subject to review as provided by Ch. 125, Wis. Stats.

4. Prohibition Not to Apply to Restaurants.

- a. This resolution shall not prohibit the issuance of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License to the operator of a restaurant, where the principal business conducted is that of a restaurant, as defined in Ch. 125, Wis. Stats. If the premises are operated under a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License, the principal business conducted is presumed to be the sale of alcohol beverages, but the presumption may be rebutted by competent evidence.

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA
Page 4

- b. A restaurant licensee operating within the limitation area which fails to maintain a principal business of operating a restaurant at any time later than 60 days after the granting of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License shall be in violation of this subsection and its Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License shall be subject to revocation.
- c. "Principal business" means the primary activity as determined by analyzing the amount of capital, labor, time, attention and floor space devoted to each business activity, and by analyzing the sources of net income and gross income. The name, appearance and advertisement of the entity may also be taken into consideration in determining "principal business."

Adopted 9/14/97

Approved 9/17/97

13/ David H. August
Mayor

13/ David H. August
Clerk

LMS:bc

900-1600 BLOCK MAIN

RESOLUTION LIMITING THE NUMBER
OF LICENSED ESTABLISHMENTS IN THE
OLDE MAIN STREET BUSINESS IMPROVEMENT DISTRICT

October 23, 2007

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Common Council is concerned with the present high concentration of Class "B" liquor license establishments in the Olde Main Street Business Improvement District, which can impair the public peace, safety, welfare, and order in this area; and

WHEREAS, pursuant to the powers reserved under Ch. 125 Wis. Stats., the Common Council wishes to limit the number of Class "B" Beer and Class "B" Combination Liquor Licenses, issued to establishments in and around the area of the Olde Main Street Business Improvement District; and

WHEREAS, it is the intent of this resolution to allow present Class "B" liquor license establishments to sell, maintain, renew or transfer their licenses within such area.

NOW, THEREFORE, BE IT RESOLVED:

1. Limitation Area. Any property within the following-described area:

All of Lots 154 through 162, Lots 169 through 191, Lots 193 through 231, Lots 262 through 294, Lots 301 through 322, Lot 402, Lots 420 through 422, Lots 435 through 438, Plat of Navarino. Also, all of the Certified Survey Map recorded in Volume 7, Page 287, being part of Lot 205, Plat of Navarino. Also, all of the Certified Survey Map recorded in Volume 12, Page 197, Brown County Records, being part of Lot 180, Plat of Navarino. Also, all of the Certified Survey Map recorded in Volume 25, Page 180, Brown County Records, being part of Lots 169 and 170, Plat of Navarino. Also, all of Lots 1 through 5, Subdivision of Lots 192, 434, and the north 2 feet of Plat of Navarino. Also, all of Lots 68 through 152 and the tract of land described in Volume 145, Page 405, Brown County Records, Whitney's Addition to Navarino. Also, all of Lots 1 through 8, Lots 99 through 105, Lots 108 through 114, Lots 143 through 150, Plat of Oak Grove. Also, that part of Private Claim 2, east side of Fox River, lying within the area formerly known as Lots 295 through 300, Plat of Navarino. Also, that part of the Plat of Navarino, Whitney's Addition to the Plat of Navarino and the Plat of Oak Grove as described in Jacket 4589, Image 26, being part of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company so called alley track and Cedar Street Spur. Also, that part of any vacated street or alley right-of-way

adjacent to the lands described above located in said Plat of Navarino, Subdivision of Lots 192, 434, and the north 2 feet of Plat of Navarino, Whitney's Addition to Navarino, and Private Claim 2, east side of Fox River. All located in the City of Green Bay, Brown County, Wisconsin. Excepting the south 130 feet of said Lot 402, Plat of Navarino. Also, excepting the south 125 feet of the east 46 feet of said Lot 422, Plat of Navarino (see attached map).

2. Prohibition. The Common Council shall not authorize the issuance of any new or transfer Class "B" Beer License or Class "B" Combination Liquor License within the limitation area, except restaurants, as defined in paragraph 4 hereof.

3. Exceptions.

a. This subsection shall not prohibit the renewal of a Class "B" Beer or Class "B" Combination Liquor License for an existing premises in the limitation area.

b. This subsection shall not prohibit the issuance of a Class "B" Beer or Class "B" Combination Liquor License for a previously licensed premises provided that such application is made within 60 days of any of the following:

i. Surrender by the prior licensee of the license issued for that premises; or

ii. Termination of the prior licensee's lease for the premises; or

iii. Revocation of the prior license, for cause.

If application under this subsection is sought after 60 days, the owner of the previously licensed premises may apply to the Protection and Welfare Committee for an extension of the application time on the basis that application of the moratorium would have a substantial adverse effect on the owner's ability to use or enjoy the property. The party requesting the extension must demonstrate this effect by clear, satisfactory and convincing evidence.

c. All applications and renewals shall be subject to review as provided by Ch. 125, Wis. Stats.

19 4

4. Prohibition Not to Apply to Restaurants.

- a. This resolution shall not prohibit the issuance of a Class "B" Beer or Class "B" Combination Liquor License to the operator of a restaurant, where the principal business conducted is that of a restaurant, as defined in Ch. 125, Wis. Stats. If the premises are operated under a Class "B" Beer or Class "B" Combination Liquor License, the principal business conducted is presumed to be the sale of alcohol beverages, but the presumption may be rebutted by competent evidence.
- b. A restaurant licensee operating within the limitation area which fails to maintain a principal business of operating a restaurant at any time later than 60 days after the granting of a Class "B" Beer or Class "B" Combination Liquor License shall be in violation of this subsection and its Class "B" Beer or Class "B" Combination Liquor License shall be subject to revocation.
- c. "Principal business" means the primary activity as determined by analyzing the amount of capital, labor, time, attention and floor space devoted to each business activity, and by analyzing the sources of net income and gross income. The name, appearance and advertisement of the entity may also be taken into consideration in determining "principal business."

Adopted 10/23/07

Approved 10/24/07

Mayor

Clerk

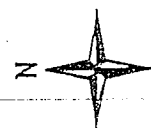
bc

Attachment – Map

19 b



Olde Main Street Business Improvement District



BID Boundary



Map produced by the
Green Bay/Brown County Planning Department
Printed: November 17, 1998



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # O.4.

To approve the draft ordinance amending section 2.06(7) of the Green Bay Municipal Code relating to reconsiderations as presented by staff.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Wery_Reconsideration Request
2. Sec._2.06.____Rules_of_council_procedure.



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 8-21-18

Request of Alderperson WERY

Refer to: Protection & Policy

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.

Review, with possible action, on
the city council's policy for reconsiderations.
(and/or city's ordinance) ^

Sec. 2.06. - Rules of council procedure.

- (1) *Robert's Rules Of Order, Newly Revised.* The rules of parliamentary practice comprised in "Robert's Rules of Order, Newly Revised" shall govern the council in all cases in which they are applicable, except when they are inconsistent with state laws or rules contained in this chapter.
- (2) *Motions.* No motion shall be discussed or acted upon unless and until it has been seconded. No motion shall be withdrawn without the consent of the person making the same.
- (3) *Actions on motions.* When a question is under discussion, no motion shall be in order, except (1) to adjourn, (2) to recess, (3) to lay on the table, (4) to move the previous question, (5) to postpone to a certain day, (6) to refer to a committee, (7) to amend, (8) to postpone indefinitely. These motions shall have precedence in the order listed. Motions (1) through (4) shall be decided without debate.
- (4) *Matters other than motions.* All matters, except motions, presented to the council for its consideration shall be in writing. All petitions and communications from aldermen shall be filed with the city clerk by noon of the day before the council meeting or may be read under petitions and communications agenda item at the council meeting.
- (5) *Ending debate.* Any member wishing to terminate the debate may move the previous question, in which event the mayor shall announce the question as, "Shall the main question now be put?" If two-thirds of the members present vote in the affirmative, the main question shall be taken without further debate, its effect being to put an end to all debate and to bring the council to a direct vote, first upon any pending amendments and then upon the main question.
- (6) *Voting.* Every alderman shall vote when a question is put unless the council, by a majority vote of those present, shall excuse the alderman for special cause. An alderman may not change his or her vote on any question after the result has been announced. Vote by ballot shall be permitted only when requested by a council meeting and approved by a simple majority.
- (7) *Reconsideration.* Motions for reconsideration shall conform to "Robert's Rules of Order, Newly Revised", except appointments of city officers shall not be subject to reconsideration whether confirmed or rejected by the council.
- (8) *Reading of ordinances.* All ordinances shall have three readings unless the rule is suspended by a two-thirds vote of members present. However, no ordinance shall be passed at the meeting it is introduced, unless the rule is suspended by a unanimous vote of the members present.
- (9) *Reference to committees.* All communications, petitions, requests, and complaints shall be in writing and shall be referred to a committee before action is taken thereon by the council. Referral to committee can be done by referral of the common council or by consent of the chairperson of the committee.
- (10) *Alderman's right to address council.* No alderman shall address the council until recognized by the presiding officer; shall thereupon address the chair, and confine remarks to the question under discussion and avoid all personalities. No alderman shall address another alderman unless first granted permission by the chair. An alderman shall not speak more than twice, for five minutes each time, on any subject under discussion unless permission is voted by two-thirds of the members present. Subject under discussion is considered to be each main motion and each subsidiary motion, such as a motion to postpone, amend, or refer.
- (11) *Rights of others to address the council.* No person other than a member shall address the council unless the rules are suspended, except under the order of business for that purpose. A city official may address the council on the subject under discussion at any time when requested to do so by a member.
- (12) *Priority.* When two or more members simultaneously seek recognition, the presiding officer shall name the member who is to speak first.

- (13) *When presiding officer may speak on question.* A presiding officer desiring to speak upon any question, or to make any motion, shall vacate the chair and designate the president of the council, if present, and if not, any alderman, to preside temporarily.
- (14) *Committee of the whole.* The mayor or the president of the council may declare the entire council a committee of the whole for informal discussion at any meeting or for any other purpose, provided there is no objection made by the majority of the aldermen present at the meeting. The mayor shall ex officio be chairman of such meeting; or, if the mayor is not present, the council president shall act as chairman in his absence.
- (15) *Action of council levying taxes or creating liability.* Except upon the unanimous consent of all members present, no resolutions or measure assessing or levying taxes, appropriating or disbursing money, or creating any liability or charge against the city or any fund thereof shall be adopted without first having been referred to a committee and the report thereon of such committee having been made to the council, unless the resolution is one that carries into effect the action of the council upon a committee report. All ordinances and resolutions adopted shall specify the levy or liability impact to the city.
- (16) *Amendment of rules.* These rules may be amended or altered, or new rules adopted by a majority of all members-elect at any meeting of the council, on the report of a committee to which the subject has been referred at a previous council meeting.
- (17) *Suspension of rules.* A vote of two-thirds of the members present will suspend any rule of the council, except where these rules require unanimous consent.

(Ord. No. 27-09; Ord. No. 6-10; Ord. No. 9-10; Ord. No. 25-14; Ord. No. 11-16)



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # O.5.

To receive and place on file an endorsement of Police Chief Smith's proposal for school safety, regarding retired policemen in all Green Bay Public Schools.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. school safety
2. schoolsafetyproposal



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # O.6.

To refer to staff a request by Ald. Wery, which reads: "Request a legal opinion from the State Department of Justice Office regarding walking quorums, mayors that are legally a member of the City Council, and the practice of meeting individually with Council members regarding upcoming business that the City Council will be voting on."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Wery_Request_DOJ Opinion



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 8-21-18

Request of Alderperson W ERY

Refer to: Protection & Policy

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.

Request a legal opinion from the
state Dept of Justice office regarding
walking quorums, mayors that are legally
a member of the city council, and the
practice of meeting individually with council
members regarding upcoming ~~city business~~ business
that the city council will be voting on.



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # O.7.

To approve the draft ordinance to amend Section 6.206(8) of the Green Bay Municipal Code relating to the reading of ordinances as presented by staff. (2-1)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. weryrequest1st2ndreadings
2. Sec._2.06.____Rules_of_council_procedure.



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 8-21-18

Request of Alderperson WERY

Refer to: Protection & Policy

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.

Review, with possible action, city ordinances
or policies to allow for ~~changes~~
action to be taken on the 1st and
2nd readings of ordinances.

Sec. 2.06. - Rules of council procedure.

- (1) *Robert's Rules Of Order, Newly Revised.* The rules of parliamentary practice comprised in "Robert's Rules of Order, Newly Revised" shall govern the council in all cases in which they are applicable, except when they are inconsistent with state laws or rules contained in this chapter.
- (2) *Motions.* No motion shall be discussed or acted upon unless and until it has been seconded. No motion shall be withdrawn without the consent of the person making the same.
- (3) *Actions on motions.* When a question is under discussion, no motion shall be in order, except (1) to adjourn, (2) to recess, (3) to lay on the table, (4) to move the previous question, (5) to postpone to a certain day, (6) to refer to a committee, (7) to amend, (8) to postpone indefinitely. These motions shall have precedence in the order listed. Motions (1) through (4) shall be decided without debate.
- (4) *Matters other than motions.* All matters, except motions, presented to the council for its consideration shall be in writing. All petitions and communications from aldermen shall be filed with the city clerk by noon of the day before the council meeting or may be read under petitions and communications agenda item at the council meeting.
- (5) *Ending debate.* Any member wishing to terminate the debate may move the previous question, in which event the mayor shall announce the question as, "Shall the main question now be put?" If two-thirds of the members present vote in the affirmative, the main question shall be taken without further debate, its effect being to put an end to all debate and to bring the council to a direct vote, first upon any pending amendments and then upon the main question.
- (6) *Voting.* Every alderman shall vote when a question is put unless the council, by a majority vote of those present, shall excuse the alderman for special cause. An alderman may not change his or her vote on any question after the result has been announced. Vote by ballot shall be permitted only when requested by a council meeting and approved by a simple majority.
- (7) *Reconsideration.* Motions for reconsideration shall conform to "Robert's Rules of Order, Newly Revised", except appointments of city officers shall not be subject to reconsideration whether confirmed or rejected by the council.
- (8) *Reading of ordinances.* All ordinances shall have three readings unless the rule is suspended by a two-thirds vote of members present. However, no ordinance shall be passed at the meeting it is introduced, unless the rule is suspended by a unanimous vote of the members present.
- (9) *Reference to committees.* All communications, petitions, requests, and complaints shall be in writing and shall be referred to a committee before action is taken thereon by the council. Referral to committee can be done by referral of the common council or by consent of the chairperson of the committee.
- (10) *Alderman's right to address council.* No alderman shall address the council until recognized by the presiding officer; shall thereupon address the chair, and confine remarks to the question under discussion and avoid all personalities. No alderman shall address another alderman unless first granted permission by the chair. An alderman shall not speak more than twice, for five minutes each time, on any subject under discussion unless permission is voted by two-thirds of the members present. Subject under discussion is considered to be each main motion and each subsidiary motion, such as a motion to postpone, amend, or refer.
- (11) *Rights of others to address the council.* No person other than a member shall address the council unless the rules are suspended, except under the order of business for that purpose. A city official may address the council on the subject under discussion at any time when requested to do so by a member.
- (12) *Priority.* When two or more members simultaneously seek recognition, the presiding officer shall name the member who is to speak first.

- (13) *When presiding officer may speak on question.* A presiding officer desiring to speak upon any question, or to make any motion, shall vacate the chair and designate the president of the council, if present, and if not, any alderman, to preside temporarily.
- (14) *Committee of the whole.* The mayor or the president of the council may declare the entire council a committee of the whole for informal discussion at any meeting or for any other purpose, provided there is no objection made by the majority of the aldermen present at the meeting. The mayor shall ex officio be chairman of such meeting; or, if the mayor is not present, the council president shall act as chairman in his absence.
- (15) *Action of council levying taxes or creating liability.* Except upon the unanimous consent of all members present, no resolutions or measure assessing or levying taxes, appropriating or disbursing money, or creating any liability or charge against the city or any fund thereof shall be adopted without first having been referred to a committee and the report thereon of such committee having been made to the council, unless the resolution is one that carries into effect the action of the council upon a committee report. All ordinances and resolutions adopted shall specify the levy or liability impact to the city.
- (16) *Amendment of rules.* These rules may be amended or altered, or new rules adopted by a majority of all members-elect at any meeting of the council, on the report of a committee to which the subject has been referred at a previous council meeting.
- (17) *Suspension of rules.* A vote of two-thirds of the members present will suspend any rule of the council, except where these rules require unanimous consent.

(Ord. No. 27-09; Ord. No. 6-10; Ord. No. 9-10; Ord. No. 25-14; Ord. No. 11-16)



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # O.8.

To approve General Ordinance No. 21-18 amending Section 27.307, Green Bay Municipal Code, relating to animals prohibited at certain events.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. GO No.21-18

GENERAL ORDINANCE NO. 21-18

**AN ORDINANCE
AMENDING SECTION 27.307,
GREEN BAY MUNICIPAL CODE,
RELATING TO ANIMALS PROHIBITED AT CERTAIN EVENTS**

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

SECTION 1. Section 27.307, Green Bay Municipal Code, is hereby amended as follows:

27.307 ANIMALS PROHIBITED AT CERTAIN EVENTS.

(1) PROHIBITION. No person may bring an animal into an area where an event listed in subsection (2) is being conducted without written permission of the management of the event or an authorized representative thereof.

(2) EVENTS. The prohibition in subsection (1) shall apply at the following events:

~~(a) Celebrate Americafest and Artstreet. For these events, the event area shall be bounded by Broadway on the west, Walnut Street on the south, Madison Street on the east and the East Rover and Mather Street on the north.~~

(a) Special Event. Any special event unless approved by the Safety Manager pursuant to Green Bay Municipal Code §6.15.

(b) Lambeau Field. Any event open to the public held at Lambeau Field. For these events, the event area shall include the parking lot only at times when the lot is open for parking for an event in Lambeau Field.

(3) EXCEPTIONS. This prohibition shall not apply to police animals in the course of their official police duties or a dog for the blind, deaf, or mobility-impaired meeting the requirements of § 174.056, Wis. Stats.

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

SECTION 3. This ordinance shall take effect on May 2, 2017.

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

APPROVED:

Mayor

ATTEST:

Clerk

JF

9/18/18



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # O.9.

To refer to staff to present a general report on the research that staff has gathered as to what other communities are doing with respect to fines and other research supporting the proposed ordinance changes amending Section 27.902(2), Green Bay Municipal Code, relating to penalties for marijuana possession.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. GO 22-18 -Amend Sect. 27.902(2) relating to penalties for Marijuana possession

GENERAL ORDINANCE NO. 22-18

AN ORDINANCE
AMENDING SECTION 27.902(2),
GREEN BAY MUNICIPAL CODE,
RELATING TO PENALTIES FOR MARIJUANA POSSESSION

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

9/18/18 **SECTION 1.** Section 27.902(2), Green Bay Municipal Code, is hereby amended to read:

(2) Possession of Marijuana. Notwithstanding Sec. 27.901, Green Bay Municipal Code, any person who violates Sec. 27.101, Green Bay Municipal Code, adopting Sec. 961.41(3g)(e), Wis. Stats., by possessing an amount not greater than 25 grams ~~who has not been convicted for possession of tetrahydrocannabinols anywhere in this State~~ shall forfeit not less than \$1 nor more than ~~\$1000~~ \$500.00 ~~and the Court may suspend the person's operating privileges for not more than six months.~~

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

9/18/18



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # O.10.

To direct staff to implement a request by Ald. Johnson on the creation of a web page on the city's website for residents to submit rat sightings within the City of Green Bay. Data should be used to create map overlays, track progress of inspections, ID problem areas or any other purpose deemed appropriate by city staff to reduce the number of complaints.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. johnsonrequest
2. directions

Jaime Fuge

From: Kris Teske
Sent: Thursday, August 23, 2018 8:45 PM
To: Jaime Fuge
Cc: Joanne Bungert
Subject: FW: Communication

Kris A. Teske WCMC
Green Bay City Clerk
100 N Jefferson St, Rm 106
Green Bay, WI 54301
920-448-3014



From: District Nine
Sent: Thursday, August 23, 2018 6:25 PM
To: Kris Teske
Cc: William Paape
Subject: Communication

To: Protection & Policy

For consideration and possible action on the creation of a web page on the city's website for residents to submit rat sightings within the City of Green Bay. Data should be used to create map overlays, track progress of inspections, ID problem areas or any other purpose deemed appropriate by city staff to reduce the number of complaints.

Brian H. Johnson
Alderman, District 9

City of Green Bay
100 N. Jefferson Street
Green Bay, Wisconsin 54301-5026

(e) district9@greenbaywi.gov
(p) 920.242.2206
(w) www.greenbaywi.gov

Any citizen can

www.Greenbaywi.gov

Select Request for Services

Select Inspection

Select Yard

Select Rats

This automatically enters it into ECLIPS where the case is tracked.



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # O.I.I.

To receive and place on file the report from the Water Utility Department regarding the lead pipe removal project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. water

Getting the Lead Out



Green Bay Water Utility progress in removing lead services – *as of August 31, 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
June 30, 2018	782
July 31, 2018	763
Aug. 31, 2018	746
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
June 30, 2018	36 remain to be replaced

Getting the Lead Out



July 31, 2018	34 remain to be replaced
Aug. 31, 2018	32 remain to be replaced
Dec. 31, 2020	Goal: 0

Since starting the program, we identified 223 private properties as having lead service

- 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
- 191 of these replacements are complete; 32 remain to be replaced
- We have homeowner agreements for 15 of the 34 (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



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # O.12.

To receive and place on file the Liquor Violation Report from the Police Department for September 10, 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 18LiqVio
2. Report September 10 2018

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

September 18, 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

Benson, Samantha A
Bosley, Ricci L
Bradford, Taylor C
Byrne, Logan M
Clancy, Thomas P
Cook, Francine L
Dukes, Jr, Donald L
Eschelweck, Gregory D
Esquivel, Darlene R
Flores, Isidro S
Giesler, Ellen M
Grewal, Simerdeep S
Hartman, David L
Herron, Maurice
Hoffman, Heather M
Hollenhorst, Alyssa A
Huff, Peril A
Jensen, Craig S
Jordan, Kathryn R
Jordan, Michael G
Kaur, Indersit
Koepsell, Mary A
Komorowski, Isiah J
Kreisa, Jennifer A
Lamorandier, LaShawna A
Larschied, Alyssa N
Lasee, Melanie L
Lindblom, Collin J
Lindeman, Mary K
Loritz, Rachel A
Mares, Adrian E

Nordell, Shanna L
Obma, Patricia A
Padgett, Amanda J
Paul, Baptiste
Ramirez-Gilsoul, Noelia
Reed, Ann L L
Rodriguez, Jr., Joel
Savage, Justin D
Schmidt, Isabel J
Scholz, Bayley J
Schultz, Craig L
Siebert, Steven J
Sieckert, Diane L
Smith, Shandra D
Stavroff, Jacob T
Thompson, Kristara E
Thompson, Malcom V
Valence, Emily R
Van Rens, Jeffrey J
Verhaagh, Stephanie A
Wallenfang, Wenzel G
Welty, Bobbi Jo



Report to the Green Bay Plan Commission

MEETING DATE

September 18, 2018

PREPARED BY

David Buck, Staff

AGENDA ITEM # Q.1.

To amend the Larsen Green Planned Unit Development (PUD) for the Rail Yard Development, 400-600 Blocks of North Broadway, subject to the Draft Planned Unit Development.

BACKGROUND

(ZP 18-12) Consideration with possible action on the request to amend the Larsen Green Planned Unit Development (PUD) for the Rail Yard Development, 400-600 Blocks of North Broadway, submitted by the Department of Community and Economic Development.

Primary Address: 400-600 Blocks of North Broadway

Aldersperson/District: Ald. Randy Scannell / District 7

Reason for Request: To provide land-use regulations and design guidelines that provide development flexibility while assuring improvements maintain a consistent character of development and pedestrian-orientated urban design principals.

Subject Parcel Zoning and Land Use: Subject area is zoned Light Industrial Zoning District (LI) with Planned Unit Development Overlay (Zoning Ordinance 11-13). Property currently contains a three-story 100,000+ sq. ft. office building, multiple parking facilities and undeveloped open space.

Surrounding Zoning and Land Uses:

North: Light Industrial (LI) with PUD NEW Shelter and Green Space

South (across Kellogg Street): Downtown 2 (D2) with PUD Retail, Entertainment & Service

East: Light Industrial (LI) Industrial & Warehousing

West (across Broadway): Downtown 1 (D1) Commercial & Low-Medium Residential

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as Downtown, which “promotes high-intensity office, retail, housing, entertainment and public uses preferably in a mixed use environment with strong pedestrian orientations”. Additionally, the AuthentiCity Downtown Plan designates the site as the Larsen Green Catalyst, appropriate for multiple-family, townhomes, commercial and mixed uses.

The proposed amendment to the existing Planned Unit Development is consistent and aligns with the recommendations of the Comprehensive and AuthentiCity Downtown Plans.

Analysis: In 2008 a Planned Unit Development was adopted (ZO 4-08) for the 21 acre area formerly known as the Larsen Canning Site, located roughly between Dousman Street on the south, Mather Street on the north, North Broadway on the west and the Wisconsin Central Railroad tracks on the east. It was created to provide a framework of land-use regulations designed to encourage the creation of a mixed-use

district on the lands formerly used as a large scale vegetable canning operation. In 2013, DDL Holdings acquired the property and the PUD was amended (ZO 11-13) for the redevelopment of the southernmost four acres that included rehabilitation of most of the existing buildings south of Kellogg Street extended. Ultimately these efforts established a very active commercial center with a brewing/bottling plant and taproom; retail, restaurants, and office space; and accessory site improvements including reconditioned/new parking areas and a community greenspace.

Focus is now on the northern 17 acres of the former Larsen Canning Site north of Kellogg Street. Plans have been developed and are currently being reviewed by City Engineering for Kellogg and Bond Streets to be extended east, Donald Driver Way to be extended north, and a regional stormwater facility appropriately sized and designed to address future development and full build-out.

Planning staff has been working collaboratively with the property owners and their consultants over the last six months to draft new regulations in the form of the attached Planned Unit Development amendment for the remaining 17 acres, bounded by Kellogg Street extended on the south, Mather Street on the north, North Broadway on the west and the Wisconsin Central Railroad tracks on the east. This PUD amendment is necessary as the vision for the development of this important downtown site does not coincide with existing regulations set forth in the original 2008 or amended 2013 PUDs. They are designed to provide greater focus on the identity of the “Rail Yard” and quality of design and architectural character while offering greater flexibility in allowed uses.

The proposed PUD amendment is quite lengthy as it provides enough details to guide development towards a pedestrian-orientated urban environment that maintains a consistent character of development emphasizing design principals of human scale and visual interest while at the same time allowing for flexibility and inventiveness in the finished products. The PUD divides the site into three discernable development areas each with somewhat different regulations. The text of the PUD is broken into sections including: Land-Uses; Site Plan Approval; Dimensional and Area Requirements; Stormwater Management; Signage; Refuse and Mechanicals; Parking; Lighting; Landscaping; Architecture; and Access/Circulation. Much of the amended PUD is based off the existing PUDs as well as standards found in the Downtown Zoning District of the Zoning Code, which it often refers to and references. More significant changes and variations are summarized below.

Land-Use. The mix of permitted, conditional and accessory uses has been augmented to encourage compatibility with the vision for the area and the greater Broadway district. Also, many land-uses have been better defined such as specifying time limits for temporary parking, capacity caps for large assembly uses requiring Council approval to exceed, and limitations on accessory/ancillary structures so as not to allow them to become a focal element within the overall development and potentially hinder more appropriate and desirable principal uses.

Dimensional and Area Requirements. Floor area ratio ranges, setbacks, minimum/maximum heights, and maximum impervious surface are slightly different for each Development Area. They are designed to create the greatest density and intensity of uses in Development Area A including a requirement that 60-80 percent of a structures front façade have a zero setback to the street, requiring parking to hold an 80 ft. setback from the right-of-way, and allowing 100 percent impervious surface. Development Areas B & C provide for a bit more restrictive dimensional regulations and required greenspace as it is anticipated that residential uses may occupy these areas while guaranteeing interface and connection to the greater “community” of the overall development area.

Stormwater Management. The PUD dictates that stormwater management facilities meet standards established by the Department of Public Works and other regulatory agencies. It also requires that this public facility be designed and function not only as a utility but also as an integral site amenity including public interface and interaction through the use of walking paths, sitting areas, art and educational/interpretive

signage.

Signage. Generally signage regulations will follow the existing sign code; however, pole/pylon signs will not be permitted, signage identifying uses located within the overall PUD boundaries are permitted at key locations, and display identifying the development area as a whole such as “The Rail Yard” shall be considered identity signage when used as an accent feature such as on fence railing, furniture, gateway markers, etc.

Parking. Parking stall minimums have been removed for commercial uses, thereby allowing the market to determine minimum stall needs. A small amount of bicycle parking, based on number of automobile spaces, is required to be provided. Residential stalls in the amount of one per living unit will remain a requirement however it may be met through the use of shared parking facilities located throughout the PUD area. In general, parking lots will not be permitted between the right-of-way and the principal structures and Development Area A contains a maximum of 50 percent of its area being dedicated to surface parking, ensuring more activated and valuable uses of this important section of the PUD area.

Architecture. The purpose of this Section is to regulate the design and materials used for buildings within the PUD to maintain and enhance the aesthetic, function, and values of property within the greater area. This Section is further intended to support a pedestrian-orientated urban environment that maintains a consistent character emphasizing design principals of human scale and visual interest. Architectural design standards require buildings front facades to face the street; requires a percentage of the street façade to be provide visual connection to the area through the use of windows and door openings; requires a majority of exterior building material to be brick, stone or glass; requires regular façade articulation to break up flat unadorned wall sections; and limits location and requires screening for appurtenances like exterior stairs and mechanical systems. A “relief value” is built into the PUD architectural design standards in the form of an exception and appeal policy to permit substitute building materials, construction of comparable quality or design, or to enable unique and inventive architectural concepts when it can be demonstrated that such exception(s) are keeping with the purpose of PUD.

Access and Circulation. Lays out connectivity requirements of the new roadway, pedestrian walkway, and trail system as well as requiring pedestrian connectivity to and between building entrances and other areas of interest like “Elmore Commons”, the multi-use trail and the public right of ways. To emphasize the pedestrian nature of “Elmore Commons”, design and safety features are required at the one allowed vehicle crossing.

Staff is confident that the draft PUD will provide the regulatory guidelines to assist with the marketing and accelerate development of the Rail Yard. It will help to safeguard the long-term quality within the development area and promote the vision of a mixed-use pedestrian-orientated urban environment. The PUD will also work to ensure that the former Larsen Canning site be cohesive with and integrated into the greater Broadway District and the downtown while also allowing it to retain a unique identity of its own.

Ald. R. Scannell, On Broadway, Inc. and property owners within 400+ ft. have been notified of the request. Staff received several inquiries regarding the PUD. Concern was expressed about the lack of minimum parking requirements for commercial uses; however, no objections were filed as of the drafting of this report.

RECOMMENDATION

Approval of the request, subject to the draft Planned Unit Development.

FISCAL IMPACT

ATTACHMENTS

1. ZPI8-12 Map_Rail Yard PUD Amend
2. ZO XX-18 Railyard PUD 8.9.18



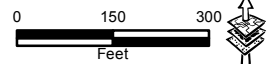
Subject Property



400' +/- Notice Area

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

Zoning Petition (ZP 18-12)
Request to Amend the Larsen Green
Planned Unit Development District (PUD)
for the Rail Yard Development at the
400-600 Blocks of North Broadway.



ZONING ORDINANCE NO. XX-18

AN ORDINANCE AMENDING ZONING ORDINANCE 11-13
ZONING CERTAIN LAND LOCATED ON THE EAST SIDE OF
NORTH BROADWAY (400 THROUGH 600 BLOCK)
AS A PLANNED UNIT DEVELOPMENT DISTRICT
(ZP 18-12)

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

SECTION 1. Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property (as shown on Exhibit A - Location Map):

All of Lot 17 and Lot 18 of "Larsen Green" (Volume 23, Plats, Page 17, Document Number 2433894, Brown County Records), part of Lot 1 of Volume 31, Certified Survey Maps, Page 144, Document Number 1432656, part of the Fort Howard Military Reserve, now known as the Railroad Grant, all being located in the City of Green Bay, Brown County, Wisconsin more fully described as follows:

Beginning at the most Northwesterly corner of Lot 17 of the recorded Plat "Larsen Green" (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records); thence S63°49'46"E, 142.98 feet along a Northerly line of said Lot 17; thence N26°10'14"E, 125.12 feet along a Westerly line of said Lot 17; thence S63°48'57"E, 286.93 feet along a Northerly line of said Lot 17; thence N26°11'42"E, 50.31 feet along a Westerly line of said Lot 17; thence S77°47'32"E, 103.10 feet along a Northerly line of said Lot 17; thence S63°49'46"E, 11.47 feet along a Northerly line of said Lot 17; thence 113.99 feet along a Westerly line of said Lot 17 being the arc of a 245.50 foot radius curve to the left whose long chord bears N53°59'00"E, 112.97 feet; thence S63°45'33"E, 87.30 feet along the South right of way of "Mather Street"; thence S26°19'10"W, 331.08 feet along an Easterly line of said Lot 17; thence S64°18'02"E, 166.12 feet along a Northerly line of said Lot 17 and its extension; thence 100.58 feet along the arc of a 1,816.08 foot radius curve to the right whose long chord bears S41°19'11"W, 100.57 feet; thence S43°35'20"W, 839.31; thence N63°50'01"W, 557.92 feet along the North Right-of-Way of "Kellogg Street" and its extension; thence 17.47 feet along the arc of an 11.00 foot radius curve to the right whose long chord bears N19°19'35"W, 15.69 feet to the East Right of Way of "North Broadway" also known as "U.S. Highway 141"; thence N26°09'57"E, 916.59 feet along East Right of Way to the point of beginning.

Planned Unit Development area contains 753,159 square feet / 17.29 acres more or less.

SECTION 2. Pursuant to Section 13.1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. LAND-USE. The only permitted or conditional uses that may be established and/or maintained within the PUD area shall be those uses listed in the Downtown (D) Zoning District as enumerated within Section 13-700 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:
1. Permitted Uses. The following uses shall also be considered permitted uses within the PUD area:
 - a. Dormitories.
 - b. Restaurant or bar with entertainment/nightclub.
 - c. Multiple-family uses within Development Area "A", as depicted on Exhibit B - Development Areas, are only permitted as a component of a mixed-use building.
 - d. Parking structures.
 - e. Temporary parking may be provided as a permitted use to facilitate the incremental development of the overall site but is not intended to be a permanent principal use.
 - (1) Property containing temporary parking uses must remain for sale/lease and be actively marketed as such.
 - (2) Temporary parking shall be permitted no greater than five (5) years from the date of its construction. Annual extensions beyond the five (5) years shall require Plan Commission approval.
 2. Conditional Uses. The following uses shall be considered conditional uses within the PUD area:
 - a. Schools and colleges/universities (200+ capacity).
 - b. Daycare homes, daycare centers and preschools.
 - c. Community Gardens.
 - d. Religious institution/place of worship (200+ capacity).
 - e. Funeral homes.
 3. Prohibited Uses. The following uses shall be prohibited within the PUD area:
 - a. Furniture and appliance rental/leasing establishments.
 - b. Tool/equipment rental facilities.
 - c. Rooming/boarding house or shelter facilities.
 - d. Motels.
 - e. With the exception of structured or surface parking, vehicles service uses are prohibited. These include but are not limited to:
 - (1) Auto rental or sales
 - (2) Car wash
 - (3) Fueling/gas/service station

- (4) Motor vehicle repair
- (5) Outdoor display of vehicles

4. Accessory Uses. The following accessory uses shall be regulated within the PUD area as follows:
- a. Gardening and other horticultural uses shall require a Conditional Use Permit.
 - b. Private indoor recreational facilities shall be a permitted use.
 - c. Private outdoor recreational facilities shall require a Conditional Use Permit.
 - d. On-site energy generation and renewable energy sources shall require a Conditional Use Permit.
 - e. Ancillary structures such as kiosks, pavilions, information centers, refreshment stands and similar buildings are permitted accessory buildings. Ancillary structures are limited in number to no greater than six (6) and limited in size to no greater than 400 square feet individually/2,400 square in aggregate. Ancillary structures greater than 400 square feet shall require a Conditional Use Permit.
 - f. Accessory structures such as tool houses, sheds and similar buildings shall require a Conditional Use Permit.

- B. FINAL SITE PLAN APPROVAL. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner shall receive approval of final site plans from the CDRT (Community Development Review Team).

- C. DIMENSIONAL AND AREA REQUIREMENTS. Dimensional and area requirements shall meet the standards for the Downtown (D) Zoning District as set forth in Section 13-700 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:

- 1. Lot Width and Area. Minimum lot width and lot area shall be regulated by use.
 - a. Attached single-family dwellings/townhomes: minimum lot width of 15 feet per unit with minimum lot area of 1,500 square feet per unit.
 - b. Multiple-family dwellings: minimum lot width of 40 feet with minimum lot area of 750 square feet per unit.
 - c. Mixed-use or non-residential: No minimum lot width or minimum lot area.
- 2. Floor area ratio (FAR)
 - a. Minimum FAR
 - (1) Development Area "A": 1.0.
 - (2) Development Areas "B" or "C": 0.5.
 - b. Maximum FAR throughout the PUD area: 5.0.

- c. Usable rooftops; exterior decks; patios; and unoccupied/non-accessible basements are not included in the FAR calculation.
 - d. Below-grade or above-grade structured parking may or may not be included in the FAR calculation.
3. Setbacks. Modifications to required setbacks are established by Development Area, as depicted on Exhibit B - Development Areas.
- a. Development Area "A"
 - (1) Front yard setback, principal structures: No minimum setback required for yards fronting the public right-of-way and land area dedicated to Elmore Commons. Maximum setback is 15 feet. Additionally, no less than 80% of a structures façade fronting the right-of-way shall be at 0 feet with the following inclusion:
 - i. Up to 20% of the required 0 foot setback structure frontage may be made up of active pedestrian scale hardscape areas including but limited to pedestrian entrances, public art installations, plazas and sidewalk cafes which will be calculated as if they are a structure façade.
 - (2) Front yard setback, surface parking: Minimum setback for yards fronting the public right-of-way for surface parking is 80 feet.
 - i. An exception to the minimum front yard setback for parking is established to allow driveway/drive aisle needed to access the parking area.
 - (3) Front yard setback, ancillary structures: Minimum setback for yards fronting the public right-of-way for ancillary structures is 80 feet when located on currently unimproved frontages. Ancillary structures located on improved frontages shall not be located between a principal structure and the right-of-way.
 - b. Development Areas "B"
 - (1) Front yard setback, principal structures: No minimum setback required for yards fronting the public right-of-way. Maximum setback is 15 feet.
 - (2) Front yard, surface parking: Surface parking shall not be permitted between a structures front façade and the public right-of-way.
 - (3) Rear yard, principal structure abutting Broadway: Minimum rear yard setback along the first 143 feet of the north lot line extending east from Broadway right-of-way line shall be five (5) feet.
 - (4) Rear yard, surface parking: No minimum setback for surface parking that abuts or is opposite surface parking on adjoining property.
 - c. Development Area "C"

- (1) Setback, principal structures: Setbacks for principal structures within Development Area "C" shall meet the Nonresidential and Mixed-Use dimensional regulations of the Downtown (D) Zoning District as set forth in Section 13-700 of the Green Bay Zoning Code.
 - (2) Front yard, surface parking: Surface parking shall not be permitted between a structures front façade and the public right-of-way.
 - (3) Rear and side yard: To accommodate shared access to rear or side yard parking areas, there shall be no rear or side yard setback for parking and drive aisles associated with attached single-family dwellings/townhomes.
4. Height. Modifications to minimum and maximum building heights are established by Development Area, as depicted on Exhibit B - Development Areas.
 - a. Development Areas "A"
 - (1) Principal structures
 - i. Minimum principal building height shall be three (3) stories/35 feet overall with the exception that the maximum height may be two (2) stories/25 feet along the public right-of-way to a maximum depth of 40 feet.
 - ii. Maximum principal building height shall be five (5) stories/70 feet.
 - (3) Accessory and ancillary structures
 - i. Accessory and ancillary structures shall have a maximum height of one (1) story/16 feet.
 - b. Development Area "B" and "C"
 - (1) Minimum building height shall be two (2) stories/25 feet.
 - (2) Maximum building height shall be four (4) stories/50 feet.
5. Impervious Surface. Modifications to impervious surface requirements are established by Development Area, as depicted on Exhibit B - Development Areas.
 - a. Development Area "A"
 - (1) Maximum impervious surface associated with structures is 100%.
 - (2) Maximum impervious surface associated with surface parking facilities is 50%. Also referenced in maximum parking area in Section G.2 of the PUD.
 - i. Impervious surface associated with temporary parking may be increased to no greater than 75%, with approval of the Director of Community and Economic Development.
 - b. Development Areas "B" and "C"
 - (1) Maximum impervious surface is 60%.

- c. These requirements may be satisfied by taking an aggregate of the impervious surface/green space throughout the entire Development Area as an alternative to providing it on each individual lot within a particular Development Area.
- d. Beyond typical green space, when calculating impervious surface, exposed balconies; decks; patios; active hardscaped plazas; roof gardens; green roofs and planters may be included as pervious surfaces.
- e. This Section does not negate or supersede landscaping requirements as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800.

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

- 1. The storm water management and grading plan shall be comprehensive and take into account expected build-out of the entire PUD area as depicted on Exhibit A – Location Map.
 - a. With approval of the Department of Public Works, this requirement may be adjusted to address only storm water management needs of the specific Development Area for which development is proposed, as depicted on Exhibit B – Development Areas.
- 2. Stormwater management facilities should function not only as a utility but also as an integral site amenity.
 - a. Designed with landscaping providing human-scale interest and incorporating native plant species where possible.
 - b. Include public interface and interaction through the use of site amenities such as walking paths, sitting areas, art and educational/interpretive signage.

E. SIGNAGE. Signage throughout the PUD area shall be regulated as follows:

- 1. Signage shall meet the standards for the Downtown (D) Zoning District as set forth in Section 13-2000 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:
 - a. Free-standing Signage. Freestanding ground signage within the PUD is limited to monument signs. Pole/pylon signs are prohibited.
 - b. Wall Signage. One (1) wall sign and one (1) awning sign shall be

permitted on each building façade facing a public right-of-way or land area dedicated to Elmore Commons within Development Area "A".

- (1) In multiple-tenant buildings, one (1) wall sign and one (1) awning/canopy sign shall be permitted per tenant.
 - (2) Total wall and awning/canopy sign area shall not exceed 20% of the overall area of the façade for which it is located or 600 square feet, whichever is greater. No individual sign shall exceed 200 square feet.
 - (3) The sign copy area of awning/canopy signs shall not exceed 25% of the background area of the awning surface to which it is affixed. Non-commercial graphic treatments on awnings/canopies are not considered sign copy.
- c. Projecting signage. Each individual unit/tenant space facing a public right-of-way or land area dedicated to Elmore Commons shall be permitted one projecting sign.
- (1) Projecting sign area shall not exceed 45 square feet per sign.
 - (2) Projecting signs on a single façade shall have a minimum separation of 20 feet.
- c. Signage identifying uses located within the PUD boundaries, although not on the parcel for which the use is located, is permitted at vehicular and pedestrian ingress/egress locations along the east side of North Broadway, north side of Kellogg Street, south side of Bond Street and west side of Donald Driver Way.
- (1) Such free-standing signage shall meet the dimensional and sign area standards and allowances for monument signs and is included in the calculation of maximum allowed signs and sign area.
 - (2) Such signage attached to buildings shall meet the dimensional and sign area standards and allowances of wall signs and is included in the calculation of maximum allowed signs and sign area.
- d. Directional signage (not associated with commercial advertising) shall be permitted throughout the development area and meet the standards set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-2005 with the following modifications:
- (1) A term or logo identifying the development area as a whole such as "The Rail Yard" or "The Rail Yard Innovation Center" shall be considered directional signage when used as an accent feature for amenities such as fence railing, furniture, gateway markers, etc.
 - (2) Signage area for regular directional signs shall not exceed 15 square feet per sign. Signage related to development area identification shall not exceed 20 square feet per sign.

- F. REFUSE AND MECHANICALS. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800 and further regulated as follows:
1. Refuse material containers and mechanical equipment shall not be located between a principal structure's front facade and the public right-of-way and shall be screened so as not to be visible from the public right-of-way with materials compatible to the nearest structure.
 2. Shared communal recycling/trash may be utilized in lieu of dedicated space on individual sites provided that proof of sufficient capacity exists for the number of proposed users and a recorded shared access/use agreement is provided.
- G. PARKING. Parking shall meet the following general standards:
1. Non-residential uses shall have no minimum automobile parking requirements.
 - a. Bicycle parking shall be provided on-site at the rate of one (1) space per ten (10) established permanent surface automobile spaces. Bicycle parking facilities shall be located on a hard surface area with clear access to the public right-of-way and building entrances and shall not conflict with pedestrian or motorized traffic.
 2. Residential uses shall provide a minimum of one (1) automobile parking space per dwelling unit, though the space does not need to be dedicated to the dwelling unit itself.
 - a. This requirement may be met through the use of shared parking facilities located throughout the PUD area providing that the total required spaces are met.
 - b. Spaces utilized to meet the residential parking requirements must be protected through ownership and/or a recorded shared access and parking agreement.
 3. Maximum area associated with surface parking facilities within Development Area "A" shall be no greater than 50% of the total land area of Development Area "A".
 - a. Temporary parking may be increased to no greater than 75%, with approval of the Director of Community and Economic Development.
 4. When incremental development is proposed, a parking analysis identifying current conditions and future demand within the entire

PUD area may be required to be submitted as part of the site plan process.

- H. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-500 and further regulated as follows:
1. Parking lot lighting shall consist of sharp cut-off fixtures and shall not exceed twenty-five (25) feet in height, as measured from ground level.
 2. Pedestrian lighting for walkways shall not exceed sixteen (16) feet in height, as measured from ground level.
 3. Lighting shall be coordinated within the PUD area and be consistent in style & type.
 - a. Differentiation of ground mounted lighting may be permitted if consistency is established within each identified Development Area of the PUD.
 - b. Wall or roof-mounted lighting shall be integrated into overall building design. Fixtures shall be consistent for the either the entire building or alternatively for each of the buildings individual units.
 4. Lighting plan indicating fixtures, placement, and height shall be included as part of the site plan submittal.
- I. LANDSCAPING. Landscaping throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800 and the standards as set forth within this PUD and further regulated as follows:
1. Landscape plans shall be submitted with all commercial and mixed-use developments as part of the site plan process.
- J. ARCHITECTURE. The purpose of this Section is to regulate the design and materials used for buildings within the PUD to maintain and enhance the aesthetic, function, and values of property within the greater area. This Section is further intended to support a pedestrian-orientated urban environment that maintains a consistent character of development emphasizing design principals of human scale and visual interest.
1. Applicability. Architectural design of new construction, additions to existing buildings, and alterations to existing buildings within the PUD area shall meet the standards as set forth below:
 - a. New Construction. The requirements of this Section shall apply to all structures and buildings within the PUD area constructed after

- the effective date of its adoption.
- b. Existing Buildings. Existing buildings should exercise repair over replacement whenever feasible.
 - (1) Additions. Additions to buildings constructed prior to the effective date of the PUD adoption shall match or be substantially similar to the design and material of the existing building.
 - (2) Alterations/Renovation. For all buildings constructed prior to the effective date of the PUD adoption, alterations and renovations shall have the option of complying with the standards of this Section or match/be substantially similar to the design and material of the existing building.
 - c. Exceptions and Appeals. Exceptions to the Architectural Design Standards of the PUD may be granted by the Director of Community and Economic Development to permit substitute building materials, construction of comparable quality or design, or to enable unique and inventive architectural concepts when it can be demonstrated that such exception(s) are keeping with the purpose of this Section.
 - (1) Decisions rendered by the Director of Community and Economic Development may be appealed to the Plan Commission.
 - (2) The Plan Commission is authorized to grant variances from the strict application of the Architectural Design Standards of the PUD.
2. Architectural Design Standards.
- a. Orientation.
 - (1) Front façades shall face the street right-of-way, land area dedicated to Elmore Commons or pedestrian way/internal drive aisle (if building does not front the right-of-way). Corner-side facades should include windows, doors and/or other architectural components typically associated with front facades, though overall emphasis should be placed on the primary elevation.
 - (2) Service or loading areas shall not be permitted between the building and the street right-of-way, land dedicated to Elmore Commons or pedestrian way/internal drive aisle for which the building fronts.
 - b. Exterior Materials. Building materials should be durable and appropriate for the district.
 - (1) Exterior building façades shall be predominately:
 - i. Brick or brick veneer.
 - ii. Stone or stone veneer.
 - iii. Glass (curtain/storefront).
 - iv. Windows and doors.

- (2) The following materials may be used as secondary building façade materials. Secondary materials shall not cumulatively exceed 30% of any façade in Development Area A. In Development Areas B and C, secondary materials shall not cumulatively exceed 30% of any façade facing the public right-of-way, land area dedicated as Elmore Commons, or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) and 50% of any façade not facing the public right-of-way, land area dedicated as Elmore Commons, or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way):

- i. Concrete panels.
- ii. Decorative or split-face block.
- iii. Architectural/decorative metals.
- iv. Wood or wood composite.
- v. Cementitious panels/siding.
- vi. Stucco or exterior insulation and finish system (EIFS).

- (3) The following materials are prohibited exterior building façade materials:

- i. Smooth face or non-decorative block.
- ii. Asphaltic, fiberglass, vinyl or metal siding.
- iii. Non-decorative metal panels or corrugated metal.
- iv. Plywood, chipboard, rough texture wood siding, or other non-decorative wood.
- v. Imitation/"fake" brick or stone and gravel aggregates.

- (4) Material substitutions may be permitted as an exception per Section J.1.c of the PUD

- i. Materials listed in Section J.4.b.(3) above may be used as accent materials, not to cumulatively exceed 15% of any individual building façade.
- ii. Material not listed within the PUD but of comparable design and quality may be substituted for a primary or secondary building façade material.

- c. Façade Articulation. Buildings shall be designed to provide interest and variety. Flat, unadorned walls should be avoided.

- (1) Façade lengths shall not be greater than 40 feet without articulation including but not limited to:

- i. Division of façade into individual components (i.e. storefronts, distinct uses) through the use of architectural elements such as entrances, arcades, windows, balconies, awnings, marquees, etc.
- ii. Recesses or projections of the main façade plane.
- iii. Recesses or projections of upper floors from the ground floor façade plane.
- iv. Vertical division using different materials and textures.

- v. Roof form variation such as the change in roof lines or roof types.
- (2) Facades facing the right-of-way, land area dedicated as Elmore Commons or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) shall consist of a minimum percentage of windows and doors to promote a visual connection. Mirrored, smoked, or heavily tinted glass is prohibited. The minimum percentage of windows and doors are based on floor and use as follows:
 - i. Ground floor, nonresidential use. Total area of windows and doors shall comprise no less than 50% of the ground floor façade area.
 - ii. Ground floor, residential use. Total area of windows and doors shall comprise no less than 20% of the ground floor façade area.
 - iii. Upper floors, all uses. Total area of windows and doors shall comprise no less than 25% of the total façade area above the ground floor.
- d. Building Entrances. Main entrances shall be clearly identified and articulated through the use of detailing, distinctive materials and/or colors, projections, recesses or other comparable element.
 - (1) Main entries are defined as those regularly used by employees, customers, residents and/or visitors.
 - (2) Commercial entries are to be clear glass and/or have equal amount of sidelight glass to opaque doors.
- e. Patios, Decks and Balconies.
 - (1) Ground level patios and decks facing the right-of-way, land area dedicated as Elmore Commons or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) shall be bordered with landscape treatments.
 - (2) Exterior stairs leading to a deck or balcony are not permitted on the front or right-of-way side of the building.
 - (3) Upper-story decks and balconies located on the wall shall be cantilevered (without any visible supports), stacked (supported by vertical columns), or hung (supported by chains from above).
- f. Roofs. Flat roofs are preferred. Pitched roofs are permitted if they are consistent with the building's architectural style or the character of the surrounding area.
 - (1) Rooftop terraces, decks, and gardens are highly encouraged.
- g. Mechanical and Exterior Building Systems. Mechanical and exterior building systems should be integrated into the overall building design.
 - (1) Roof-mounted equipment shall be screened, preferably by parapet walls. Screening shall be architecturally compatible

- with the structure which it is attached, be of identical or substantially similar materials used on the nearest building façade and designed as an integral part of the building.
- (2) Wall mounted equipment are not permitted on the front or right-of-way side of the building.

K. ACCESS AND CIRCULATION. Access and circulation for automobile and pedestrian traffic shall be established in substantial conformity with Exhibit C - Circulation Plan.

1. Areas identified as “Bond Street Extended” and “Donald Driver Way Extended” shall be dedicated to the public as street right-of-way.
 - a. “Bond Street Extended” and “Donald Driver Way Extended” shall connect North Broadway and Kellogg Street.
2. Areas identified as “Elmore Commons” shall either be dedicated to the public to act as a pedestrian mall or, if privately held, provide for public access and use through permanent easement(s).
 - a. “Elmore Commons” shall act as a pedestrian and bicycle link between North Broadway, Donald Driver Way extended and the multiple-use trail to be located along the eastern boundary of the PUD area.
 - b. One vehicular crossing from internal parking areas shall be permitted to traverse “Elmore Commons” within Development Area “A” if the following measures to ensure pedestrian safety are incorporated into its design, with final design approval by the Director of Community and Economic Development:
 - (1) Width of vehicle crossing shall not exceed 22 feet and any other surface pavement adjacent to “Elmore Commons” but outside the designated crossing include barrier(s) that prohibit vehicle movement.
 - (2) Pedestrian element of “Elmore Commons” is emphasized over the vehicular element through the use of different material/colors and is grade separated from adjoining drive aisles by means such as mountable curbing or a speed table.
 - (3) Signage and/or decorative gate mechanisms is installed on both the north and south side of the crossing, identifying “Elmore Commons” as a pedestrian way and possibly have the ability to limit vehicle crossing.
3. Areas identified as a multiple-use trail shall be dedicated to the public or if privately held provide for public access and use through permanent easement(s).
 - a. Multiple-use trail shall act as a pedestrian and bicycle link between “Bond Street extended”, “Elmore Commons” and Kellogg Street.

4. Coordinated pedestrian connections linking all individual building entries, public rights-of-way, "Elmore Commons", and the multiple-use trail within the PUD area through the use of public sidewalks and/or private walks/trails.

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

ATTEST:

DRAFT 8/13/2018

Clerk

XX/XX/18

Attachments:

Exhibit A - Location Map

Exhibit B - Development Areas

Exhibit C - Circulation Plan

DRAFT

EXHIBIT A - LOCATION MAP

The map displays a residential neighborhood with the following streets and features:

- Streets:** Mather St, Bond St, N Broadway, N Chestnut Av, Elmore St, Kellogg St, Donald Driver Wy, James St, Alma St, MC Donald St, and Fox River.
- Highlighted Properties:**
 - Red Outline:** A large parcel bounded by Mather St, Bond St, N Broadway, and Kellogg St. It includes sub-parcels 5-1756 (2326550, 633,937 SF), 5-1757 (2326550, 633,937 SF), 5-1523 (J16038-15, 104,143 SF), and 5-1524 (J25710-01, 4,487 AC).
 - Green Outline:** A parcel along the Fox River, including 5-1525 (636R645, 376,901 SF), 5-1525-2 (113,023 SF), and 5-1525-A (274,451 SF).
- Other Features:** The map shows numerous smaller lots with their respective area measurements and street frontages. The Fox River is visible at the bottom right, and the area is labeled "Fox River Park" in green.

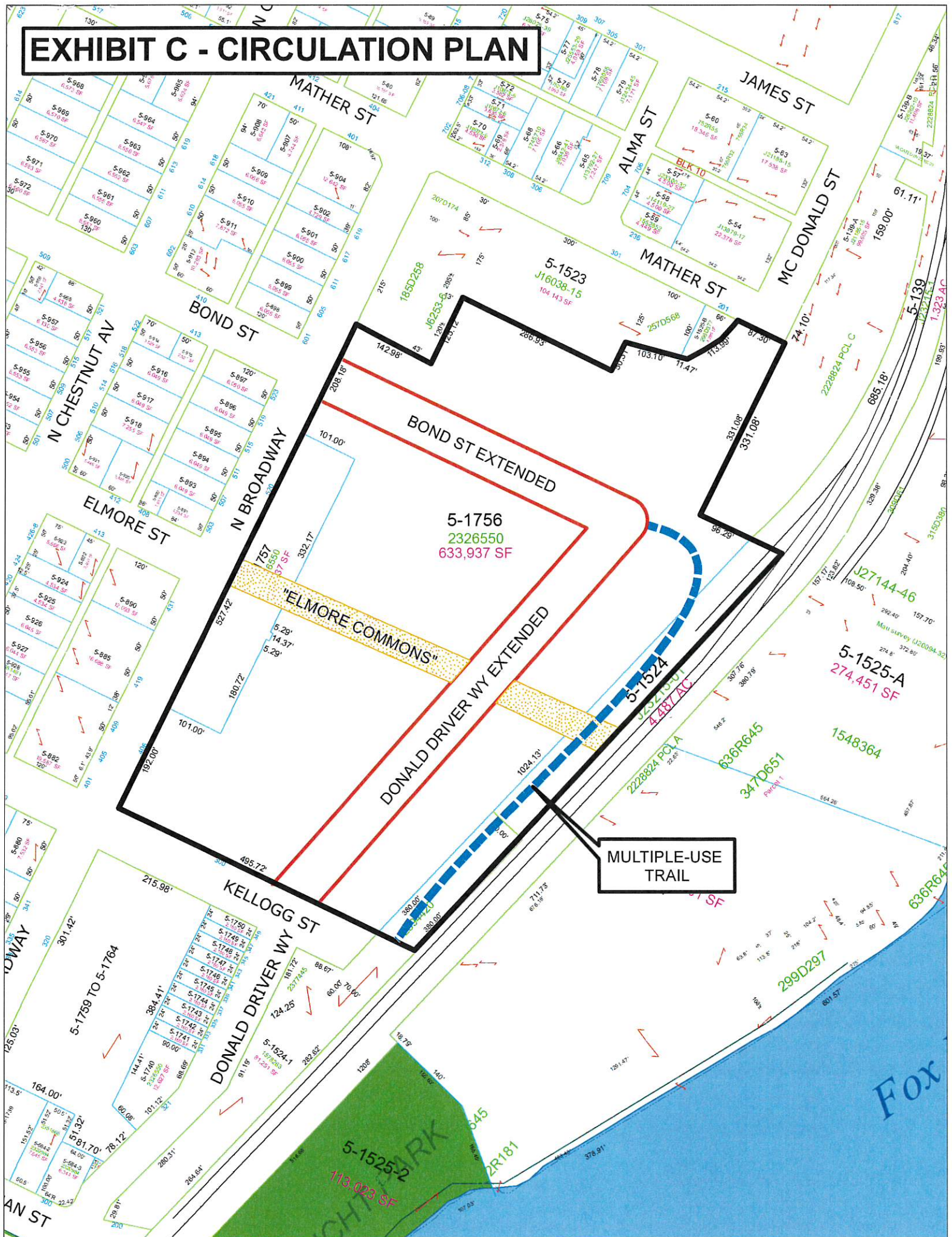
EXHIBIT B - DEVELOPMENT AREAS

The map displays a section of land with several streets: Mather St, Bond St, Elmore St, N Chestnut Av, N Broadway, Donald Driver Wy Extended, Kellogg St, and James St. Three specific development areas are highlighted:

- Dev. Area "A"** (Yellow): Located near Bond St and Elmore St, containing lot 5-1756 (232,650 SF) and "ELMORE COMMONS".
- Dev. Area "B"** (Red): Located near Bond St and Mather St, containing lot 5-1523 (104,143 SF).
- Dev. Area "C"** (Blue): Located near Donald Driver Wy Extended and Elmore St, containing lot 5-1525 (376,901 SF).

The map also shows other lots and streets, including Alma St, Mc Donald St, and Fox River. Various lot numbers and acreages are labeled throughout the map.

EXHIBIT C - CIRCULATION PLAN





Report to the Green Bay Plan Commission

MEETING DATE

September 18, 2018

PREPARED BY

Jessica Deal, Staff

AGENDA ITEM # Q.2.

To authorize a Conditional Use Permit (CUP) to construct a detached garage beyond the maximum height requirements found in Chapter 13-615, Table 6-4, in a Low Density Residential (RI) District located at 3503 Nicolet Drive, subject to:

- Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.
- Continuance of similar style of architecture, exterior construction material, and color of the structure.

BACKGROUND

Primary Address: 3503 Nicolet Drive

Aldersperson/District: Ald. Barb Dorff / I

Reason for Request: Obtain a permit to construct a garage that exceeds the height for an accessory structure.

Subject Parcel Zoning and Land Use: RI – Low Density Residential zoning, Single-family dwelling.

Surrounding Zoning and Land Uses:

North: RI-Low Density Residential Single-family residences

South: RI-Low Density Residential Single-family residences

East: RI-Low Density Residential Single-family residences

West: Bay of Green Bay

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

Analysis: The petitioners intend to construct a detached garage and accessory structure at 3503 Nicolet Drive. The proposed detached garage will be placed approximately 65 ft. from the Nicolet Drive right-of-way. The subject site is approximately 40,450 sq. ft. or 0.93 acres. Upon review of a preliminary site plan for the property it was noted that the proposed garage exceeded the maximum height and the maximum side wall height of the accessory structure requirements found in the Zoning Code. Chapter 13-615, Table 6-4 requires that heights and area of detached accessory structures may be increased with a conditional use permit. The following is the specific increases the petitioner is requesting:

Maximum Height:

The petitioner is seeking an increase from the designated maximum accessory structure height of sixteen (16) ft. to a proposed accessory structure height of 17 ft. Height is measured from grade to the mid-point of the roof-line, not the overall height to the peak. In addition, the petitioner is also seeking an increase from the maximum side wall height of ten (10) ft. to a proposed accessory structure side wall height of

approximately 13 ft.

The proposed structure has a gable roof line and the exterior of the building will have lap siding. Images of the proposed garage and the site layout are attached within this agenda. The existing residence is a single story dwelling with an attached garage located on the western edge of the site. The dwelling is located within the AE District of the 100-year floodplain; however, the proposed garage is not. The petitioners obtained a variance from the Board of Appeals at their meeting on Monday, August 20, 2018, for the placement of the garage in front of the primary dwelling.

The subject parcel is large enough that Planning staff believes the increased heights will not detract from the adjacent property owners or disrupt the perceived spatial density and character of the existing neighborhood. The accessory use is smaller than the principal residence footprint.

Ald. B. Dorff, adjacent property owners and the Nicolet Drive Neighborhood Association were notified of the request. Staff received comments but no objections to the request as of the drafting of this report.

RECOMMENDATION

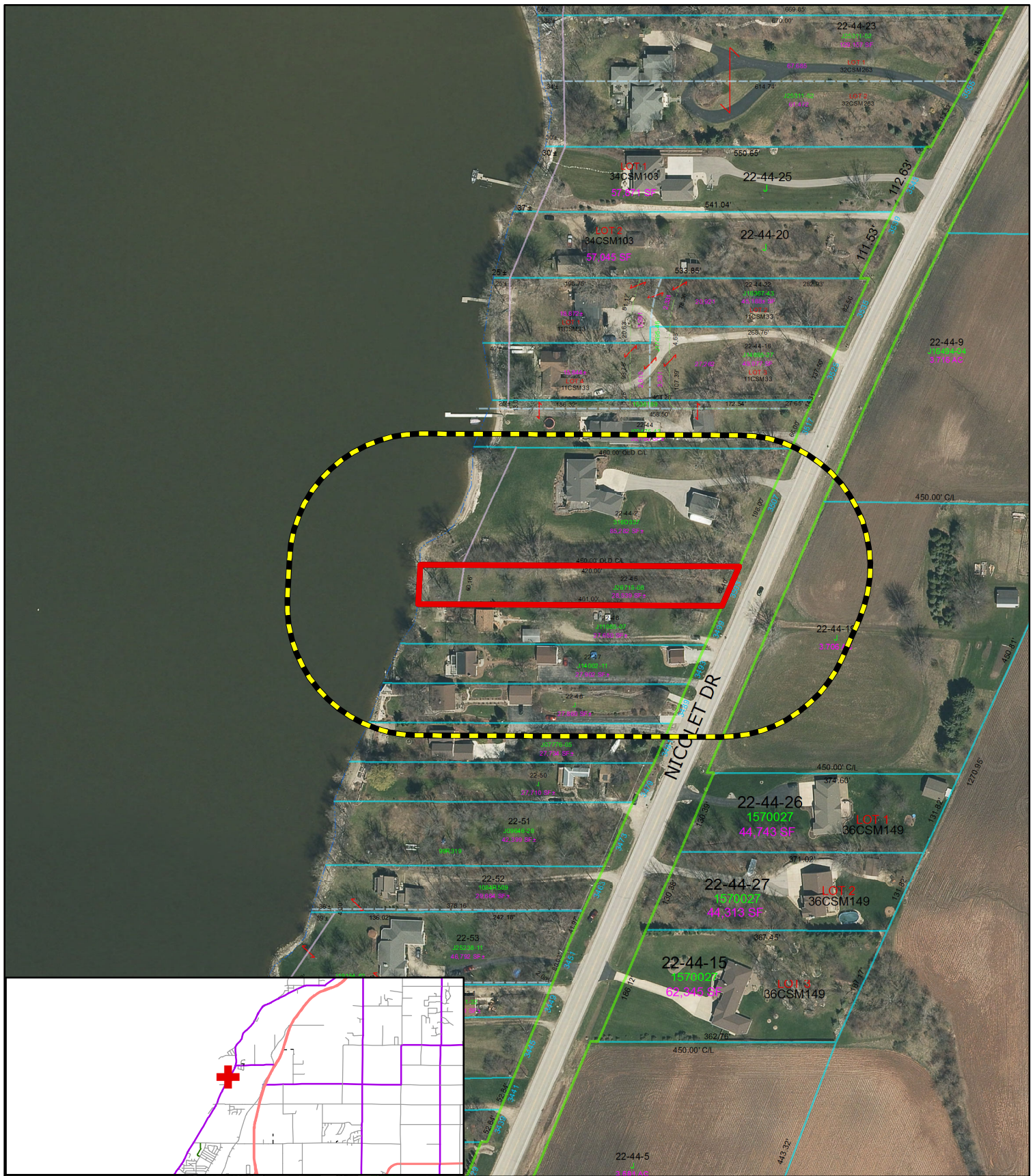
Approval of the request, subject to:

- a. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.
- b. Continuance of similar style of architecture, exterior construction material, and color of the structure.

FISCAL IMPACT

ATTACHMENTS

1. ZP 18-29 Loc Map
2. Site_Elevations



Subject Area



200' Property Owner Notice



0 5,000 10,000
Feet

Zoning Petition (ZP18-29) **Conditional Use Permit (CUP) 3503 Nicolet Drive**

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

BUILDER: Perret Homes
OWNERS: David & Nicole Perret
PROPERTY ADDRESS 3503 Nicolet Dr
TAX PARCEL NUMBER 22-45

BUILDING LOCATION PLAN

3503 Nicolet Drive, Section 12, Township 24 North, Range 21
East, City of Green Bay, Brown County

Single Family Resident

Soil Type: Shullsburg Silt Loam

No site or nearby adjacent wetlands

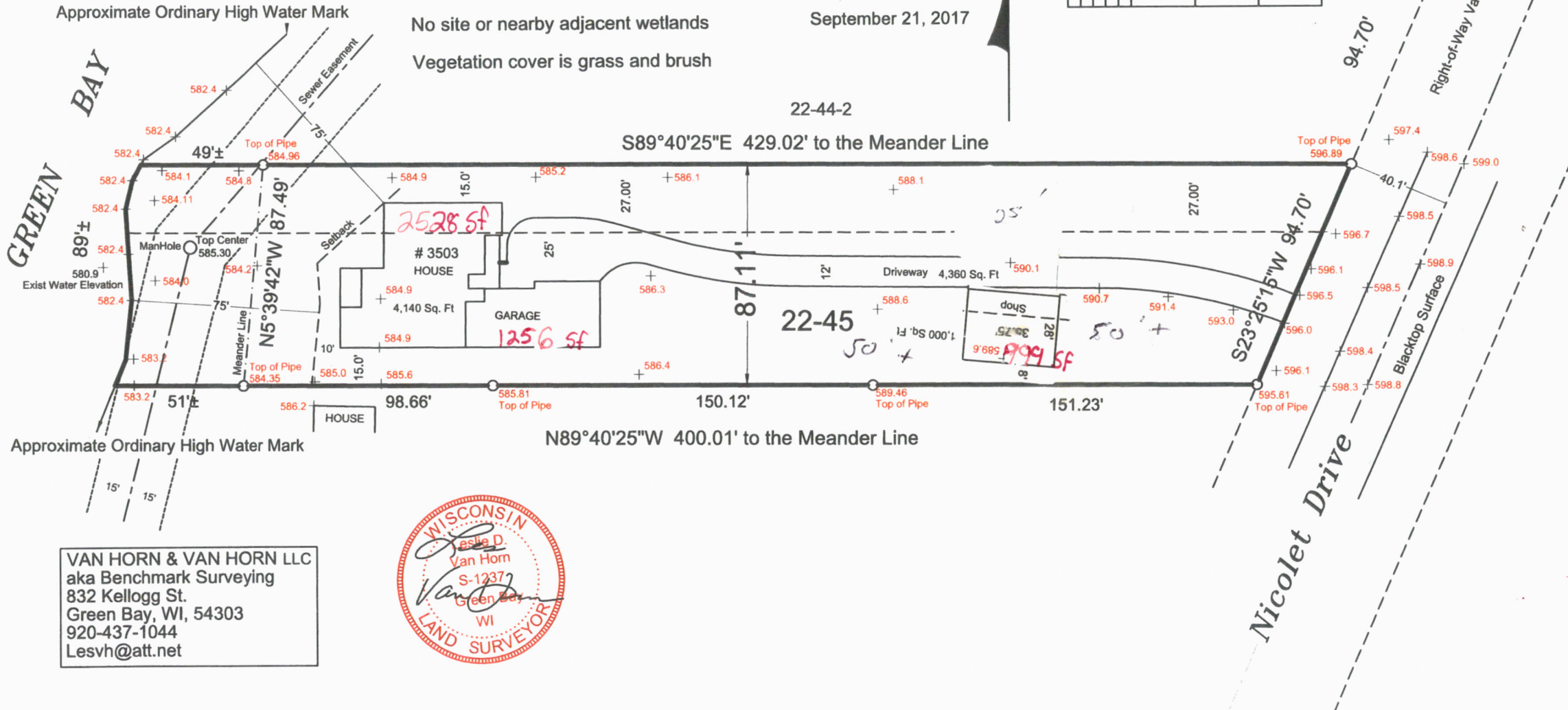
Vegetation cover is grass and brush

SCALE 1" = 50'

40,450 Sq. Ft.

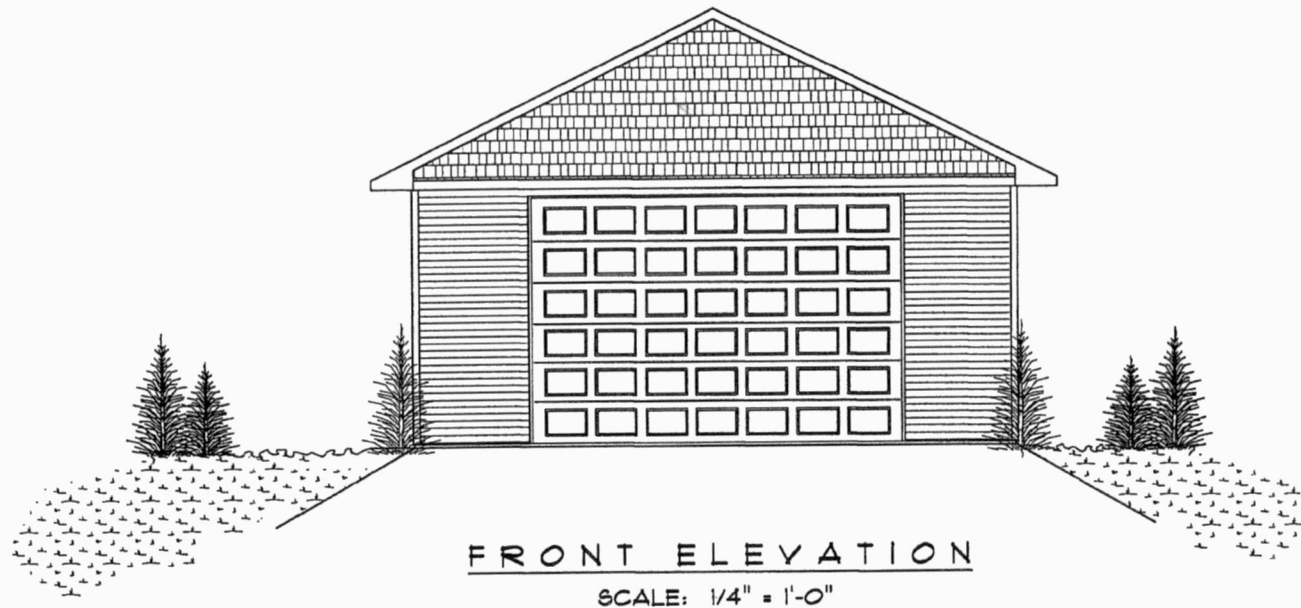
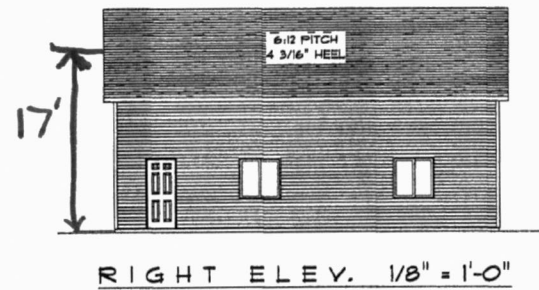
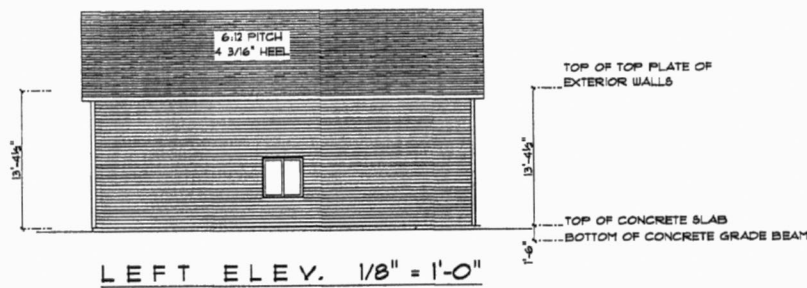
September 21, 2017

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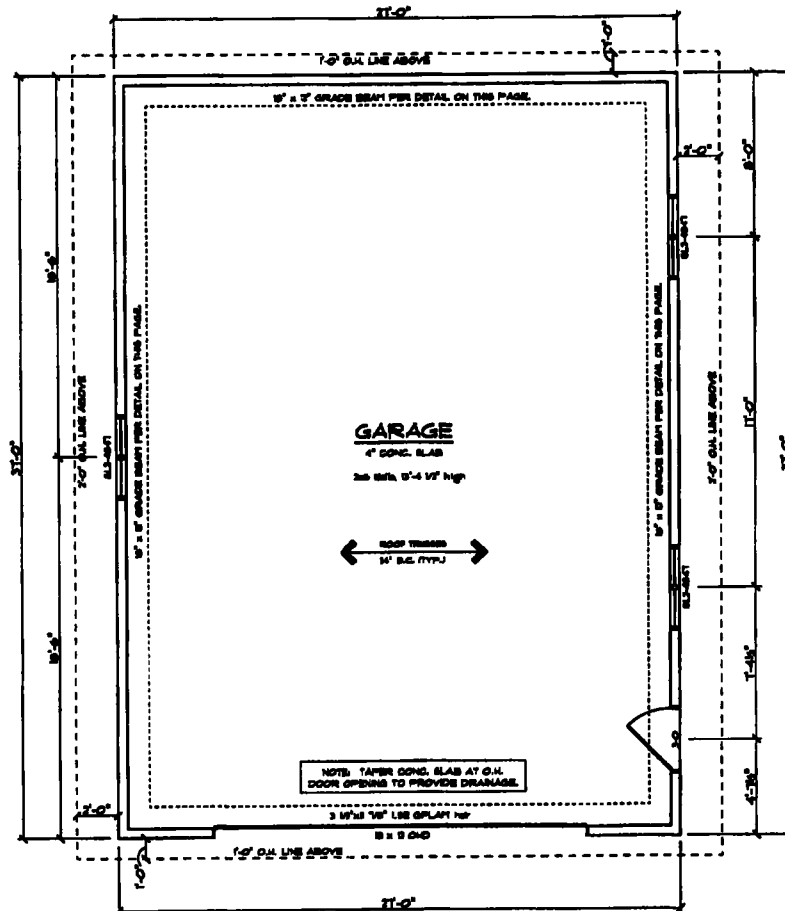
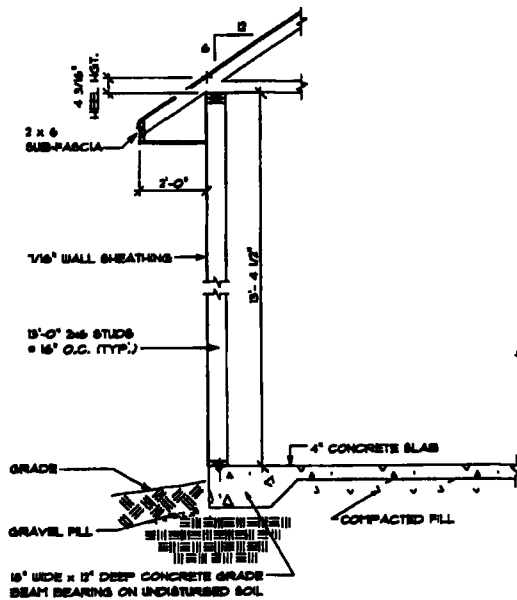


VAN HORN & VAN HORN LLC
aka Benchmark Surveying
832 Kellogg St.
Green Bay, WI, 54303
920-437-1044
Lesvh@att.net





Design Services 1400 S. RICHMOND DRY PRINCE, W. VIRG. PHONE: 800-454-4200 FAX: 540-363-4000	PRC-build Construction & Development Inc.	AMERICAN REALTY	CUSTOM DESIGNED FOR: DAVE PERRET GARAGE		Although every effort has been made to ensure the accuracy of the information contained herein, the contractor shall be responsible for verifying the accuracy of the information and dimensions and be responsible for the same.	SHEET 1 OF 2
			DATE: 14 MAY 2009 SCALE: AS NOTED DRAWN BY: LAM A. BISHOP CHECKED BY: LAM A. BISHOP DESIGNED BY: LAM A. BISHOP 09-125			



FLOOR PLAN

13'-4 1/2" CLG. HGT.
999 SQ. FT.

NOTE:
BUILDER RESPONSIBLE TO TRANSFER
POINT LOADS FROM ABOVE THROUGH
FLOOR SYSTEM, AND OTHER WALLS
WITH RIGID BLOCKING DOWN TO
FOUNDATION WALLS.

**WALL BRACING &
TALL WALL DETAILS
TO BE DESIGNED
BY OTHERS.**

- NOTES:**
- FLOOR SYSTEM: 4" CONG. SLAB ON GRADE
 - ROOF SYSTEM: 1/2" G.C. TRUSS @ 24" O.C.
LOADING: TOTAL LOAD = 20"
WALL = 10"
ROOF = 10"
ROOF DEFLECTION: 1/16" LOAD
1/16" LOAD
 - WIND HEADWIND: 90-MPH @ 10' SP
 - WIND WALL WIND: 10' PL. 10'-0" @ 10' SP
 - WIND ROOF WIND: 10' PL. 10'-0" @ 10' SP
 - ALL DIMENSIONS SHOWN ARE TO FACE OF WIND.
 - BUILDER TO PROVIDE AN AT-RISK SCHEDULE
 - WIND BRACING MUST BE PROVIDED BETWEEN
WIND AND GARAGE. SEE CODE FOR DETAILS.
 - A PORTION OF DOUBLE TOPPED MUST BE USED
FOR ALL OPENINGS 6'-0" AND LARGER.
 - THE DIMENSIONS LISTED HERE ARE STANDARD FOR
THIS PLAN. EXCEPTIONS ARE NOTED ON THE PLAN.

Design Services Lance A. Smith, Inc. 1000 N. 1st St. Tulsa, OK 74103 Tel: 918.436.1234 Fax: 918.436.1235	CUSTOM DESIGNED FOR: DAVE & NAJOCKE GARAGE	DATE: 14 MAY 2009 SCALE: 3/4" = 1'-0" BY: Lance A. Smith CHECKED BY: [Signature] PROJECT NO.: 09-125	SHEET 2 OF 2

3503 MICOLBY DR



Report to the Green Bay Plan Commission

MEETING DATE

September 18, 2018

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # Q.3.

To vacate a portion of Donald Driver Way and to close a portion of Kellogg Street to the public, subject to the following conditions:

- a. Approval of the corresponding Subdivision Plat (CP 18-01) showing the vacation and closure areas.
- b. A Maintenance Agreement for the closure area on Kellogg Street with the Department of Public Works.
- c. Final roadway design of Donald Driver Way matching this vacation request shall be approved by the City prior to construction.

BACKGROUND

Aldersperson/District: Ald. Randy Scannell / 7

Reason for Request: To vacate and close unimproved portions of roadway to accommodate a larger development

Subject Parcel Zoning and Land Use: PUD; Vacant and Parking Lot

Surrounding Zoning and Land Uses:

All: PUD, Planned Unit Development, Vacant, Parking

Analysis: This vacation and closure request is part of the Railyard development, generally bounded by Dousman Street, North Broadway, Mather Street and the existing railroad tracks. The vacation request is for a portion of unimproved Donald Driver Way. This vacation will accommodate the updated road layout. The closure request is for an unimproved portion of Kellogg Street, which currently has a portion of Titledown Brewing Company's parking lot covering it. The City will enter into a closure agreement concerning the amenities allowed in this closure area, as well as the maintenance responsibilities.

Ald. R. Scannell, adjacent property owners and reviewing agents have been notified of this request. There have been no objections as of the drafting of this report.

RECOMMENDATION

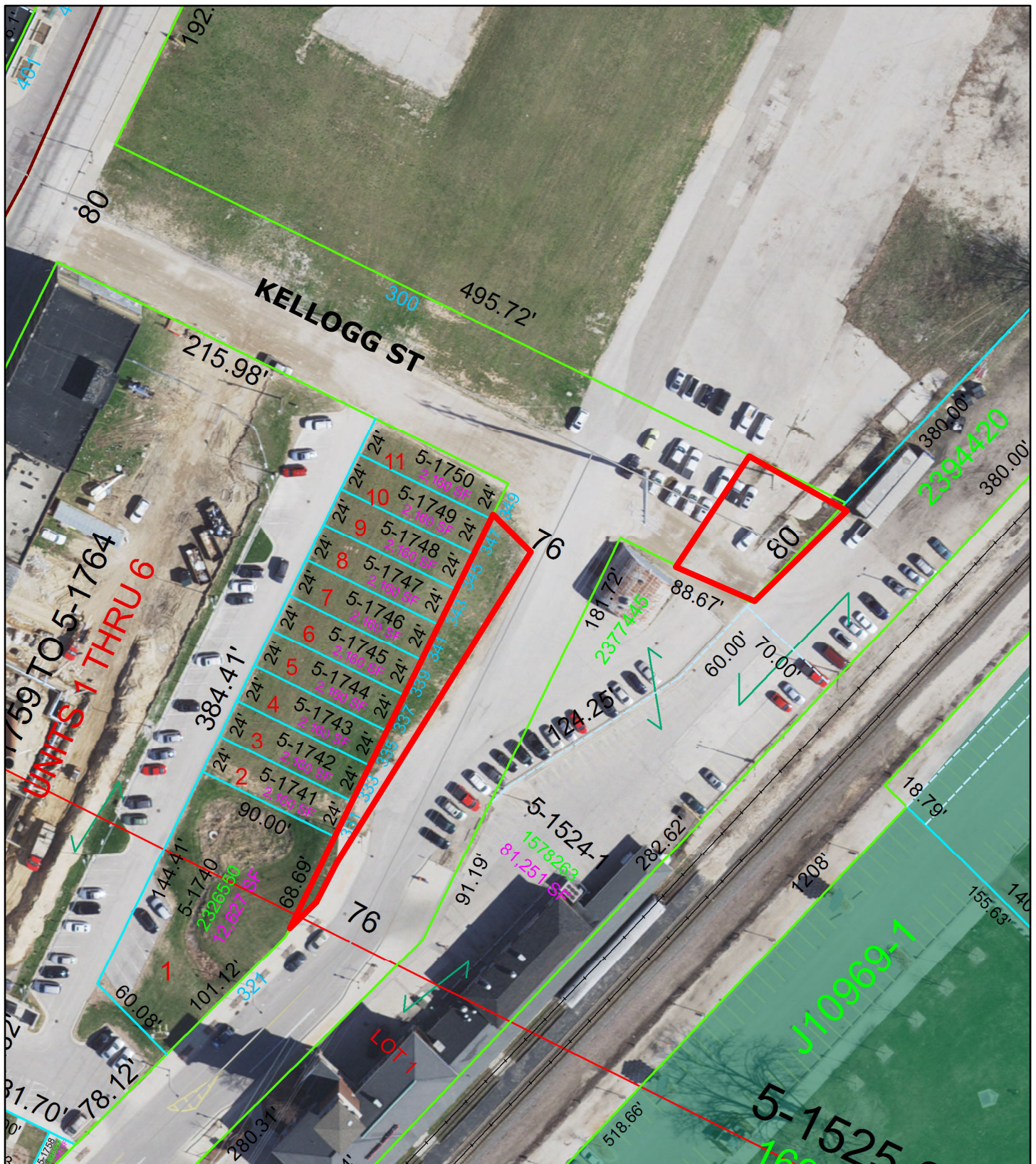
Approval of the request, subject to the following conditions:

1. Approval of the corresponding Subdivision Plat (CP 18-01) showing the vacation and closure areas.
2. A Maintenance Agreement for the closure area on Kellogg Street with the Department of Public Works.

FISCAL IMPACT

ATTACHMENTS

1. SV 18-02 Map
2. SV 18-02 UPDATED(2) Exhibit



(SV 18-02) Street Vacation for unimproved portions of Donald Driver Way & Kellogg Street

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 7.24.18



Subject Vacation Areas

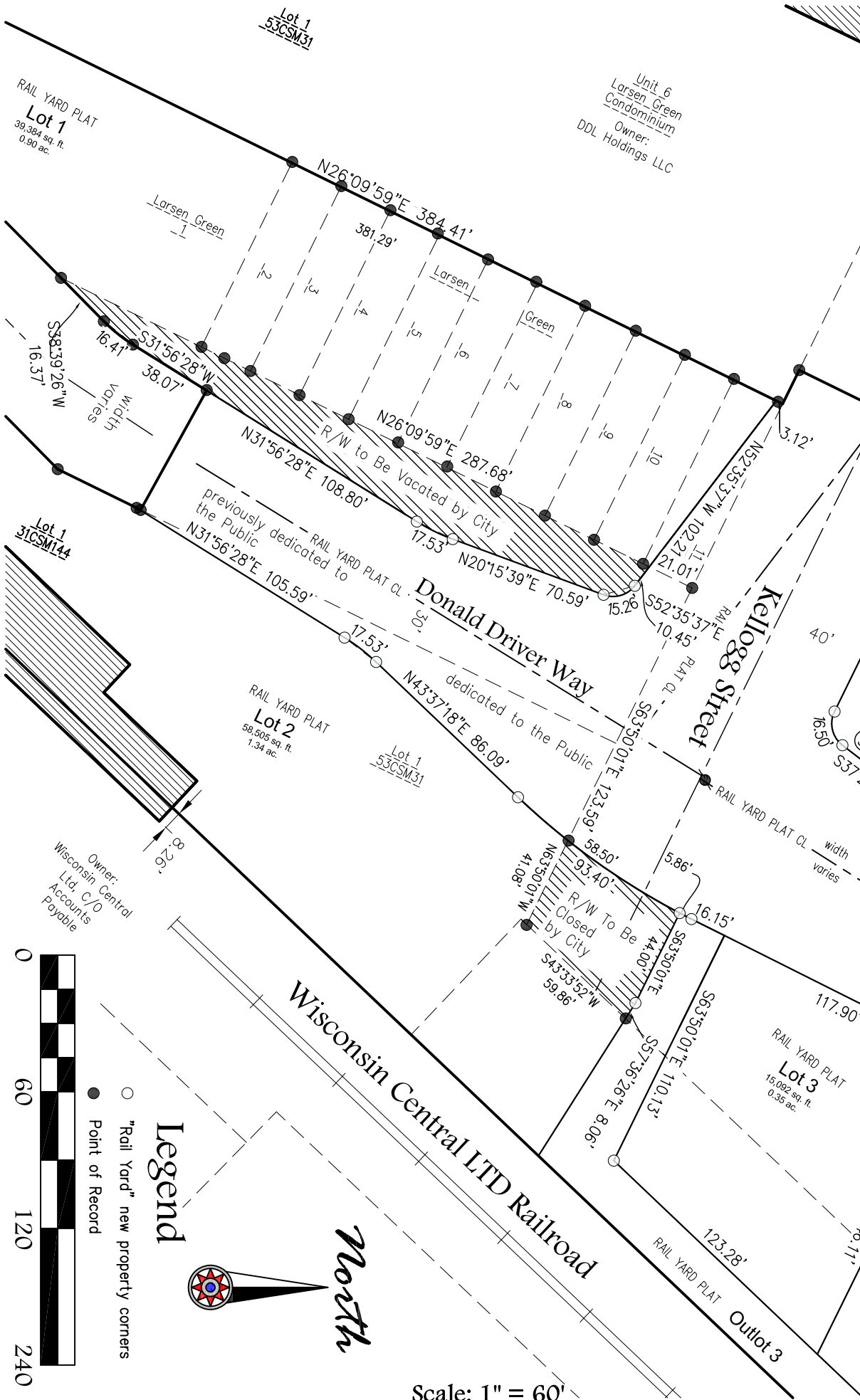




Street Closure Exhibit

Street Vacation of Donald Driver Way and Street Closure of Kellogg Street

Rail Yard Innovation District



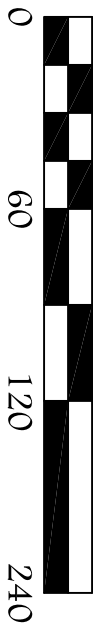
Scale: 1" = 60'

Legend

- "Rail Yard" new property corners
- Point of Record



North



Client: Base Companies

Tax Parcel: -

Drafted By: JEL

File: L-2892Vacation Closure Exhibits

Data File: L-2892.txt

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

Sheet One of One

Project No.: L-2892

Drawing No.: L-10456

Fieldwork Completed: 08.13.18



Report to the Green Bay Plan Commission

MEETING DATE

September 18, 2018

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # Q.4.

To approve appointments to the Military Business Improvement District (BID) Board, as nominated by the BID and approved by Mayor Schmitt.

BACKGROUND

Alderspersons: Ald. Chris Wery, District 8; Ald. Mark Steuer, District 10; and Ald. John Vander Leest, District 11

Analysis:

In accordance with the City of Green Bay's BID Handbook, the Plan Commission has a formal role in the approval process for BID Board appointments. This provides an opportunity for the Plan Commission to have a stronger connection to the BID operating plans that it reviews on an annual basis.

The Military BID Board has submitted the following nominations to the City for consideration for appointment:

Name: Business/Property:

Eric J. Dombrowski Jim's Music, 1219 S Military Ave, Green Bay, WI 54304
Elizabeth Collins Green Bay Plaza, 1505 W Mason St, Green Bay, WI 54304

Per BID appointment procedures, the City's Economic Development staff has considered the qualifications of the above nominees and recommended approval to the Mayor. Mayor J. Schmitt has also reviewed the nominations and submitted the above appointments for confirmation by the Plan Commission before final approval is considered by Common Council.

RECOMMENDATION

Approval of the Military BID Board members, as recommended by the Military BID and approved by Economic Development staff and the Mayor.

FISCAL IMPACT

ATTACHMENTS

1. PP 18-03, E. Collins Resume
2. PP 18-03, E. Dombrowski Resume

Elizabeth Collins
2725 Hawthorne Drive
Saukville, WI 53080
414.810.9580 Cell
liz9082@yahoo.com

OBJECTIVE: To obtain a position where I can maximize my accounting skills, customer relations, and office administrative.

EXPERIENCE:

Senior Property Manager

NAI MLG Commercial –Milwaukee, WI

August 2014-Present

Responsible for the following functions:

- Received a promotion in August of 2016 to Senior Property Manager**
- Received a promotion in August of 2014 to Property Manager**
- Manage over 1,500,000/Sq. ft. of Class A & B, Retail, and industrial properties
- Direct contact with Owners, discussing financials, budgets, emergency issues with the properties. I won outstanding building of the year award by Boma for Riverwood One and Two in Pewaukee in 2016.
- Prepare Monthly Financials
- Review Invoices for accuracy, confer with vendors to correct invoices as necessary, and code invoices
- Review leases for specific uses, clauses and restrictions
- Prepare lease abstracts
- Assist in implementing new leases with the Attorney's and Owners.
- Yearly Budgets
- Communicate building and operational information to tenants
- Inspect properties for operation and condition of utilities and plan preventive maintenance. Inspect for safety, cleanliness, wear and tear
- Interface with tenants and vendors as needed, coordinating repairs, service provider quotes, remodeling requests, etc.
- Direct Supervisory position over two employees
- Negotiate vendor contracts
- Review Yearly Cam Reconciliations to make sure they are accurate to send to the tenants.

Assistant Property Manager

NAI MLG Commercial –Brookfield, WI

2013-August 2014

Responsible for the following functions:

- Manage over 700,000 sq. ft. of property
- Prepare Monthly Financials
- Review Invoices for accuracy, confer with vendors to correct invoices as necessary, and code invoices
- Review leases for specific uses, clauses and restrictions
- Yearly Budgets
- Communicate building and operational information to tenants
- Inspect properties for operation and condition of utilities and plan preventive maintenance. Inspect for safety, cleanliness, wear and tear
- Interface with tenants and vendors as needed, coordinating repairs, service provider quotes, remodeling requests, etc.
- Direct Supervisory position over one employee
- Negotiate vendor contracts
- Yearly Cam Reconciliation

EXPERIENCE:

Property Accountant

Greywolf Property, Inc. – Milwaukee, WI

2011-2013

Responsible for the following functions:

- Prepare Monthly Financials
- Bank Reconciliation
- Yearly Cam Reconciliation
- Yearly Budgets
- Entering leases into Yardi
- Approve Wire Transfers
- Investor Reporting for Year End
- Approve Payables
- Tenant collection calls
- Recurring monthly journal entries
- Handle Distribution Account for Investors
- Process Sales Tax for 5 Properties

Office Manager

Syntec Systems Corp. – Saukville, WI 53080

2003-Present Part-Time

Responsible for the following functions:

- Answer Phones
- Process Accounts Payables
- Billing
- Inside Sales
- Bank Reconciliation
- Process Accounts Receivables
- Preparing and submitting purchase orders

Property Manager

2008-2008

Grubb & Ellis, Milwaukee, WI 53202

Responsible for the following functions:

- Process property payables
- Tenant collection calls
- Process Insurance Certificates for tenants and vendors
- Process and expedite tenant service work orders
- Answer Phones
- Preparing annual Budget
- Prepare Monthly Reports
- Negotiate vendor contracts
- Direct Supervisory position over 3 employees
- Organize Tenant Files
- Organize the office

Administrative Assistant

HSA Commercial Real Estate – Brown Deer, WI 53223

2000-2008

Ownership changed in 2004 from MB Real Estate to HSA Commercial Real Estate

Responsible for general administration for 717,000 sq. ft. building in Brown Deer Business Park.

Accounting/Administrative functions

- Process property payables
- Process property receivables
- Tenant collection calls
- Process month-end and quarterly accounting reports
- Develop tenant handbooks
- Assist in preparing annual Budget
- Process and expedite tenant service work orders

Tenant Events

- Coordinate annual tenant summer party for over 500 attendees
- Coordinate annual Christmas Breakfast for over 300 attendees
- Coordinate annual summer barbeque for over 125 attendees
- Talent booking for events
- Coordinate food/caterer services for events
- Mass mailing of invitations to attendees
- Assisted North Shore Fire Department annual life/safety seminar for our tenant

Accounting Clerk

Jim Bern Company – Mequon, WI 53092

1998-2000

Responsible for accounting function for 900 Townhouses in the Milwaukee & Minneapolis areas including the following areas:

- Accounts Payables
- Accounts Receivables
- Process eviction paperwork
- Assist GM
- Assist Lease Signings

Elizabeth Collins

EDUCATION:	Milwaukee Area Technical College	2003
	Financial Accounting	
	Accounting 1 & 2	
	English 1	
	History 1	
	Robbins & Lloyd/Real estate license	1995-Present
SKILLS:	Timberline Accounting Software	
	Yardi Accounting Software	
	QuickBooks Accounting Software	
	Outlook	
	MS Excel	
	MS Word	

Eric J. Dombrowski

232 S ontario Street De Pere WI, 54115 (920) 550-1031 Ej@jimsmusic.biz

Highlights

- ♦ Can-do attitude, goal oriented, self motivated, problem solver, focused, dependable and trustworthy.
- ♦ Enjoy a collaborative work environment. Highly effective

Relevant Skills/Experience

Green Bay location Manager

Green Bay, WI

05/2010 to Current

- ♦ Opened and managed our Green Bay location for the last 8 years, managing a staff of 20+ individuals operating all segments of our stores operations. Handling acquisitions of two other music stores.

General Marketing Manager

Marquette, MI

05/2005 to 2010

- ♦ Conceptualized, constructed and maintained the company website.
- ♦ Managed a group of 6 sales associates, providing daily direction and establishing individual goals to support overall business objectives.
- ♦ Planned, executed and managed advertising objectives within budget.
- ♦ Produced radio and print advertisements and negotiated pricing.

Lesson Instructor

Escanaba, MI Marquette

05/2002 to 05/2009

- ♦ Created personal weekly lesson plans for each student.
- ♦ Developed policies and procedures for payment. ♦ Provided consultation to parent and/or student regarding individual musical development and prepared recommendations based on performance and individual goals.
- ♦ Presented a progressive learning environment for lessons, adapting teaching styles to optimize students progress.
- ♦ Maintained over 90% student success rates with an average lesson time spanning just 2 years.

Customer Service

Escanaba, MI Marquette, MI 05/2002 to -2007

♦ Engaged conversation with customers entering the business. ♦ Provided detailed information to customers for product sales, instruction and instrument repair. ♦ Encouraged cross-sales. ♦ Multitasked by delivering friendly customer service while providing music lessons, managing inventory; stocking and placing product orders, and resolving/investigating billing or service contract concerns.

Wahlstrom's Lounge

Bartender

Marquette, MI

08/2007 to 04/2008

Skyway Airlines

Customer Sales Representative/ Ramp agent

Escanaba, MI

07/2005 to 04/2006

Education

Northern Michigan University Marquette, MI Bachelor Degree in Business Management / Minor in Music May 2009

References: Available upon request



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # R.I.

To hold the request by Ald. Nicholson for the records on finances charged by Mr. Kalny for the years of 2016 through 2018 with specifics and explanations for each charge to the City of Green Bay until the next meeting.

BACKGROUND

RECOMMENDATION

Per Ald. Nicholson to delay the agenda item regarding Attorney Kalny's bills until the next Finance Committee on September 25th, 2018.

FISCAL IMPACT

ATTACHMENTS

- I. COMMUNICATION REQUEST BY ALD. NICHOLSON



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 8/21/18

Request of Alderperson Nicholson

Refer to: Finance / Law

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.

Requesting the records on Finances
Charged by Mr. Kalny for the years of
2016 - 2017 - 2018 with specifics and
explanations for each charge to the City
of Green Bay.

[Signature] #3



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # R.2.

To approve the request by the City Assessor's office to cancel certain personal property taxes.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. CANCELLATION OF 2017 PROPERTY TAXES



Office of the City Assessor

DATE: September 5, 2018
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Cancellation of 2017 Personal Property Tax Bill

Please be advised that I am recommending that the **2017** tax bill be cancelled for the following personal property account:

<u>ACCT #</u>	<u>BUSINESS NAME</u>	<u>ADDRESS</u>
00521	Old Country Buffet	1505 W. Mason Street

Reason: This business was not located in the City of Green Bay on 1/1/17. Cancel 2017 personal property tax bill. If taxes have been paid, refund taxes.

Cc: Diana Ellenbecker

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2017	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																																
2	☐ Real estate parcel no. ☒ Personal property account no. 00521			Is this parcel in a TID? ☐ No ☒ Yes TID no. 16																																																																																
3	Property owner name OCB RESTAURANT CO LLC			Personal property category (see instructions) 4 All other Personal Property not Exempt																																																																																
4	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">Real Estate Assessment BEFORE Adjustment</th> <th colspan="4">Assessment AFTER Adjustment</th> <th rowspan="2">(g) Total Assessment Difference (c - f)</th> </tr> <tr> <th>Class</th> <th>(a) Land</th> <th>(b) Improvement</th> <th>(c) Total (a + b)</th> <th>Class</th> <th>(d) Land</th> <th>(e) Improvement</th> <th>(f) Total (d + e)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">0</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">0</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">0</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">0</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">0</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">0</td></tr> <tr> <td>Total</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td style="text-align: right;">0</td> </tr> </tbody> </table>				Real Estate Assessment BEFORE Adjustment				Assessment AFTER Adjustment				(g) Total Assessment Difference (c - f)	Class	(a) Land	(b) Improvement	(c) Total (a + b)	Class	(d) Land	(e) Improvement	(f) Total (d + e)									0									0									0									0									0									0	Total								0
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7	Net taxes rescinded or refunded to be charged back to taxing jurisdictions – EXCLUDING INTEREST																																																																																			
	Code	Name of Taxing Jurisdictions	Net Tax																																																																																	
a.		State of Wisconsin																																																																																		
b.		County BROWN																																																																																		
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c.2	-	Special district < Select a District >																																																																																		
d.		Local CITY OF GREEN BAY																																																																																		
e.	05 - 2289	School district GREEN BAY																																																																																		
f.	-	Union high school district																																																																																		
g.	1300	Technical college district NORTHEAST WISCONSIN TECH COLLEGE GNB																																																																																		
h.		Total net tax rescinded or refunded – EXCLUDING INTEREST (This amount is after School Levy Tax Credit.)																																																																																		
8	Select the appropriate statute and explanation why these taxes were rescinded or refunded. Statute no(s). 70.43 - Assessor correction of error Explanation: Other Additional explanation: (If you need more space, include as an attachment) This business was not located in the City of Green Bay on 1/1/17.																																																																																			

9	Preparer name KRISTI NORTON	Email KRISTINO@GREENBAYWI.GOV	Daytime phone (920) 448-3072
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9/05/18

BROWN COUNTY LAND RECORDS SYSTEM
PERSONAL PROPERTY INQUIRY SCREEN
District: CT

14:49:20
PRPPG003

Acct No: 00521

Business Name: OLD COUNTRY BUFFET

Bill No: 435751

Assessed Value:

168,300 Fair Mrkt:

170,500

Tax Year: 2017

			General Tax	Occ/Misc Chrgs
Gross Tax:	4,138.50	Due:	3,834.60	.00
Credit Amt:	303.90	Paid:	.00	.00
Net Tax Amt:	3,834.60	Outstanding:	3,834.60	.00

PAYMENTS:

Date Pymt Type
** END **

Amount Void Date Batch Trans No Comments

Cmd 1 - Return To Previous Screen

Old Country Buffet

OCB Restaurant Co LLC
RE: Old Country Buffet GB
120 Chula Vista
Hollywood Park, TX 78232
August 29, 2018

To the Office of the Tax Collector,

I am writing this letter to inform you that unfortunately the location you are submitting a property tax bill closed for business on February 4, 2016 permanently. Please close the personal property account associated to this location. If you have any questions or concerns regarding this letter, please do not hesitate to contact me by phone (210) 403-3725 extension 263, or by email at kallan@foodmps.com.

Sincerely,



Karina A. Allan
Senior Accountant
Phone (210) 403-3725 ext. 263
kallan@foodmps.com

Enclosure
cc: Brian Jerden



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # R.3.

To approve the request by Ald. Wery to take all costs for the referendum enacted by city council from the contingency fund. Per city clerk, the estimated cost is at least \$15,000.

BACKGROUND

RECOMMENDATION

Use contingency fund

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

Vanessa Chavez, Law Department
Director

AGENDA ITEM # R.4.

To proceed as directed in closed session on Notice of Decision from the US Dept of the Interior regarding the intent to take land into trust – Baumgart and Orlando parcels.

The Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. US DEPT OF THE INTERIOR



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Midwest Regional Office
5600 American Boulevard West, Suite 500
Bloomington, Minnesota 55437

RECEIVED
AUG 22 2018

AUG 17 2018

IN REPLY REFER TO:
Division of Fee to Trust
Baumgart and Orlando

NOTICE OF DECISION

CERTIFIED MAIL – RETURN RECEIPT REQUESTED: 91 7199 9991 7038 7199 2110

Honorable Tehassi Hill
Chairman, Oneida Nation
Post Office Box 365
Oneida, Wisconsin 54155

Subject: Intent to take Land into Trust – **Baumgart and Orlando** Parcels

Dear Chairman Hill:

On August 19, 2015 the Oneida Nation (hereinafter “Nation”), submitted applications¹ requesting that real property be accepted in trust by the United States of America for the Oneida Nation. The properties, known as the Baumgart and Orlando parcels (hereinafter “subject parcels”), are located in Brown County, Wisconsin, and are described as follows:

Baumgart

Lot Seventy-five (75), according to the recorded Plat of Green Ridge Estates; said plat being part of Lot One (1) and part of Lots Three (3), Four (4), Five (5), and Six (6), all located in the Northwest Quarter (NW ¼), Section Thirty (30), Township Twenty-four (24) North, Range Twenty (20) East of the Fourth Principal Meridian, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, containing, 0.286 acres, more or less.

Property Address: 3110 Eagle Terrace Green Bay, Wisconsin 54313
Tax Parcel Number: 6H-2654

Orlando

Lot Eighty-seven (87), according to the recorded Plat of Green Ridge Estates, said Plat being all of Government Lot One (1) and part of Government Lots Three (3), Four (4), Five (5) and Six (6), in the Northwest Quarter (NW ¼), Section Thirty (30), Township Twenty-four (24) North, Range Twenty (20) East of the Fourth Principal Meridian, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, containing .254 acres, more or less.

¹ Application packets were originally submitted on January 11, 2008. On August 19, 2015 the tribe reactivated the applications. See Letter from Patrick Pelky, (Interim) Division Director, Division of Land Management, Oneida Nation (August 19, 2015) (on file with the Midwest Regional Office).

Property Address: 604 Rolling Green Drive, Green Bay, Wisconsin 54313
Tax Parcel Number: 6H-2666

Regulatory Authority

The applicable regulations are set forth in the Code of Federal Regulations (CFR) Title 25, INDIANS, Part 151, as amended. The regulations specify that it is the Secretary's policy to accept lands "in trust" for the benefit of Tribes² when such acquisition is authorized by an Act of Congress; and, (1) when such lands are within the exterior boundaries of the Tribe's reservation, or adjacent thereto, or within a Tribal consolidation area; or (2) when the Tribe already owns an interest in the land; or (3) when the Secretary determines that the land is necessary to facilitate Tribal self-determination, economic development, or Indian housing.³

Analysis of maps provided with the applications show the subject parcels to be within the exterior boundary of the reservation. Also, these acquisitions facilitate Indian housing. Thus, the request for trust status is within the land acquisition policy as set forth by the Secretary of the Interior.

Accordingly, pursuant to 25 CFR § 151.10, *On-reservation acquisitions*, we are required to provide notice to state and local governments, and then consider the following criteria in evaluating the request:

(a) the existence of statutory authority; (b) need of the tribe for additional land; (c) the purpose for which the land will be used; (e) impact on the State and its political subdivisions resulting from removal of the land from the tax rolls; (f) jurisdictional problems and potential conflicts of land use which may arise; (g) whether the Bureau of Indian Affairs is equipped to discharge the additional responsibilities resulting from the acquisition of the land in trust status; and (h) compliance with 516 DM 6, Appendix 4, National Environmental Policy Act Revised Implementing Procedures, and 602 DM 2, Land Acquisitions: Hazardous Substances Determinations.

25 CFR § 151.10 – Notice and Comments.

Upon receipt of a written request to have lands taken in trust, the Secretary will notify the state and local governments having regulatory jurisdiction over the land to be acquired, unless the acquisition is mandated by legislation. The notice will inform the state or local government that each will be given 30 days in which to provide written comments as to the acquisition's potential impacts on regulatory jurisdiction, real property taxes and special assessments. If the state or local government responds within a 30-day period, a copy of the comments will be provided to the applicant, who will be given a reasonable time in which to reply and/or request that the Secretary issue a decision.⁴

² A "tribe" is any group of Indians recognized by the Secretary as eligible for the programs and services from the Bureau of Indian Affairs. The Nation is currently listed as eligible to receive services from BIA. See 25 CFR § 151.2(b) and 83 Fed. Reg. 34865 (July 23, 2018).

³ See 25 CFR §151.3

⁴ See 25 CFR §151.10

On July 6, 2006, October 1, 2015, and January 25, 2018; the City of Green Bay, Brown County, and the State of Wisconsin were consulted to solicit comments regarding potential impacts as a result of removal of this property from the tax rolls.⁵ No comments were received from the State of Wisconsin. No comments were received from the City or the County in response to the July 6, 2006 and October 1, 2015 Notices of Application (NOA).

On February 2, 2018, Brown County provided two similar written responses⁶ to the January 25, 2018 NOA. The County provided information regarding property taxes, the impact of loss of tax revenue, assessments, services provided, and zoning.⁷ Specifically, the County provided the following information and comments:

- The county provided the amount of property taxes levied on each property for 2017;
- The county stated it has a service agreement with the tribe for payments in lieu of taxes and removal of the land from the tax roll does not have a fiscal impact on Brown County;
- The county indicated that there were no special assessment fees on the properties for 2017;
- The county stated that there were no special assessment fees for 2017;
- The county stated that services are provided by either Brown County or Oneida according to the service agreements according to the service agreements entered between Brown County and Oneida. The agreements cover services including, but not limited to, health, safety, and welfare issues, certain zoning issues, licensing and child support services;
- The county stated zoning is done by the municipality in which the land is located and Brown County may be involved in limited zoning issues (such as shore land zoning) and those issues are determined pursuant to the service agreements between Oneida and Brown County.

On, February 28, 2018, the City of Green Bay provided a written response⁸ to the January 25, 2018 NOA. The City provided information regarding property taxes, the impact of loss of tax revenue, special assessments, services provided, and zoning. Specifically, the City provided the following information and comments:

- The amount of property taxes levied on the properties for 2016;
- Removal of these properties from the tax rolls has a severe impact on the City's tax revenue;

⁵ Notices of (Non-Gaming) Land Acquisition (July 6, 2006, October 1, 2015, and January 25, 2018) (on file with the Midwest Regional Office).

⁶ Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 2, 2018) (Baumgart property); Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 2, 2018) (Orlando property) (on file with the Midwest Regional Office).

⁷ Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 2, 2018) (Baumgart property); Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 2, 2018) (Orlando property) (on file with the Midwest Regional Office).

⁸ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 28, 2018) (on file with the Midwest Regional Office). The city provided a single comment letter for five pending applications located within Green Bay; two of which were Baumgart and Orlando.

- There are well over 150 properties currently located within the city representing “millions upon millions of dollars in assessed values;”
- The community is divided because of an “inequitable tax burden” and jurisdictional checkerboarding;
- The city’s operating expense is not reduced regardless of ownership or trust status, services are still required;
- There are outstanding special assessments on the property;
- The City currently provides all standard public works services to the property, and residents are entitled to use and benefit from all public services regardless of taxation status;
- The Service Agreement between the city and the Nation, adopted in 2009, was terminated in April 2016. Consequently, the city is without means of mitigating impact to the city and the city’s residents;
- There is great potential for land use conflicts; one of the primary reasons for terminating the 2009 service agreement was difficulty ensuring consistent land use;
- The city’s enforcement of zoning restrictions has been limited, and the piecemeal application of zoning restrictions results in a non-cohesive residential community;
- The properties should not be removed from the tax rolls until a workable solution is implemented.

Comments from the City and the County were forwarded to the Oneida Nation.⁹ On June 7, 2018 the Nation provided a response to the City’s and County’s comments.¹⁰

25 CFR § 151.10 (a) – Statutory authority for the acquisition of the property.¹¹

The subject parcels are eligible for trust acquisition pursuant to Section 5 of the Indian Reorganization Act (IRA) of June 18, 1934, now codified as 25 U.S.C. § 5108. Section 5 of the IRA authorizes the Secretary of the Interior, or the authorized representative, to acquire land for the benefit of recognized Indian Tribes. A Tribe must be recognized at the time of the Secretary

⁹ Letter from Tim LaPointe, Acting Regional Director, BIA Midwest Regional Office to Tehassi Hill, Chairman, Oneida Nation, (April 5, 2018) (on file with the Midwest Regional Office).

¹⁰ Letter from Kelly M. McAndrews, Oneida Law Office to Scott Sufficool, Interim Dep. Regional Dir., BIA Midwest Regional Office, (June 7, 2018) (on file with the Midwest Regional Office).

¹¹ On March 12, 2014, the Office of the Solicitor issued an Opinion on the meaning of “under federal jurisdiction” for purposes of the IRA, which states that the “calling of a Section 18 election for an Indian Tribe between 1934 and 1936 should unambiguously and conclusively establish that the United States understood that the particular tribe was under federal jurisdiction in 1934.” According to the Opinion, IRA elections held between 1934 and 1936 are “such an example of unambiguous federal actions that obviate the need to examine the tribe’s history prior to 1934.” Memo from the Office of the Solicitor to the Secretary of Interior, re: The Meaning of “Under Federal Jurisdiction” for Purposes of the Indian Reorganization Act (March 12, 2014) (on file at BIA Midwest Regional Office). On December 15, 1934, a Federal election was held by the Department of Interior for the Oneidas to vote on whether to reject the IRA (IRA election). *Ten Years of Tribal Government Under I.R.A.*, Theodore H. Haas, United States Indian Service (1947). The Interior Board of Indian Appeals recently held that the Oneida Tribe “was under Federal jurisdiction at the time IRA was enacted and the Regional Director is authorized pursuant to 25 U.S.C. § 465 to take land into trust for the Tribe.” See *Village of Hobart Wisconsin v. Acting Midwest Regional Director*, 57 IBIA 4 at 22 (2013).

of the Interior decides to take land into trust pursuant to the IRA.¹² Because the Oneida Nation is currently listed as a federally recognized tribe eligible to receive services from the Bureau of Indian Affairs,¹³ the “recognized” requirement of Section 19 of the IRA is satisfied.¹⁴

Also, on February 24, 2009, the United States Supreme Court issued its decision in *Carcieri v. Salazar*, 555 U.S. 379 (2009). The decision held that Congress granted discretionary authority to the Secretary of the Interior under the Indian Reorganization Act (IRA) to acquire land-in-trust for Indian tribes. To acquire land-in-trust pursuant to 25 U.S.C. § 5108, a tribe must have been “under Federal jurisdiction” at the time the IRA was passed in June 1934.

The Interior Board of Indian Appeals recently held that one bright-line test for determining whether a tribe was under Federal jurisdiction in 1934 turns on whether an IRA election was held for a tribe.¹⁵ Additionally, on March 12, 2014, the Office of the Solicitor issued an Opinion on the meaning of “under federal jurisdiction” for purposes of the IRA, which states that the “calling of a Section 18 election for an Indian Tribe between 1934 and 1936 should unambiguously and conclusively establish that the United States understood that the particular tribe was under federal jurisdiction in 1934.”¹⁶ According to the Opinion, IRA elections held between 1934 and 1936 are “such an example of unambiguous federal actions that obviate the need to examine the tribe’s history prior to 1934.”¹⁷

On December 15, 1934, a Federal election was held by the Department of Interior for the Oneidas to vote on whether to reject the IRA (IRA election).¹⁸ Because the Secretary held an IRA election for the nation in 1934, we conclude that the Nation was under Federal jurisdiction at the time the IRA was enacted and that the Secretary of Interior is authorized, pursuant to 25 U.S.C. § 5108, to take land into trust for the tribe.

Further, in 2013 the Interior Board of Indian Appeals (IBIA) held that the Oneida Nation “was under Federal jurisdiction at the time IRA was enacted and the Regional Director is authorized pursuant to U.S.C. § [5108] to take land into trust for the Tribe.”¹⁹

25 CFR § 151.10 (b) – The need of the Tribe for additional land.

The fee-to-trust land acquisition regulations require the BIA to consider the Tribe’s need for additional land. Currently, there are approximately 14,083.62 acres held in trust²⁰ for the Oneida Nation, and approximately 17,268 tribal members.²¹

¹² Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of “Under Federal Jurisdiction” for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014) (“A tribe need only be “recognized” at the time the statute is applied”).

¹³ List of entities eligible to receive services from BIA, 83 Fed. Reg. 34865 (July 23, 2018).

¹⁴ Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of “Under Federal Jurisdiction” for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014)

¹⁵ See *Shawano County, Wisconsin v. Acting Midwest Regional Director*, BIA 53 IBIA 62 at 71-72 (2011).

¹⁶ Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of “Under Federal Jurisdiction” for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014)

¹⁷ Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of “Under Federal Jurisdiction” for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014)

¹⁸ Ten Years of Tribal Government Under I.R. A., Theodore H., Haas, United States Indian Service (1947).

¹⁹ See *Village of Hobart Wisconsin v. Acting Midwest Regional Director*, 57 IBIA 4 at 22 (2013).

Both subject parcels were allotted land, lost by the Oneida Nation through the General Allotment Act. The parcels were reacquired by the Nation in 1994 and 2003 to expand the Oneida Nation's land base.²² The two applications state that "returning the land to its original status as inalienable, to forever be held by the United States for the benefit of the Nation, ensures that tribal investments within the Oneida Reservation will never be lost."²³ These acquisitions will "expand Oneida Nation land base and provide...future site[s] for continued residential use."²⁴

We have determined that the Nation has established a need for additional land, substantiated by the Nation's obligation to provide housing for tribal members.

25 CFR § 151.10 (c) – Purpose for which the property will be used.

The fee-to-trust land acquisition regulations require the BIA to consider the purposes for which the land will be used. In examining the purpose or use, the BIA "must first determine the current use of the property, then ascertain the Tribe's plans for the property," which not only "facilitates a clear understanding for BIA of how the property will be used for purposes of determining whether to grant the fee-to-trust applications, but also assists local jurisdictions in their planning for any ongoing services that may be needed and in commenting on a proposed fee-to-trust land acquisition."²⁵ Considering the purposes for which the land will be used "also informs and facilitates BIA's consideration of whether there may be jurisdictional or land use conflicts" and "determines the level of environmental review required under the National Environmental Policy Act."²⁶

The purpose for the land acquisitions is clearly stated in the Nation's applications: each of the subject parcels have "historically...been used for residential purposes" and will "provide a future site for continued residential use."²⁷

²⁰ Trust Asset Accounting & Management System, List of Tribally Owned Tracts Report (August 1, 2018). Tribally owned fractional interests in allotted tracts were not included.

²¹ Socioeconomic Conditions within the Reservation of the Oneida Nation, dated April 4, 2018 (on file with the Midwest Regional Office).

²² Letter from Gerald Danforth, Chairman, Oneida Nation to Terrence Virden, Regional Director, BIA Midwest Regional Office, (January 11, 2008) (Baumgart property); Letter from Gerald Danforth, Chairman, Oneida Nation to Terrence Virden, Regional Director, BIA Midwest Regional Office, (January 11, 2008) (Orlando property) (on file with the Midwest Regional Office).

²³ Letter from Gerald Danforth, Chairman, Oneida Nation to Terrence Virden, Regional Director, BIA Midwest Regional Office, (January 11, 2008) (Baumgart property); Letter from Gerald Danforth, Chairman, Oneida Nation to Terrence Virden, Regional Director, BIA Midwest Regional Office, (January 11, 2008) (Orlando property) (on file with the Midwest Regional Office).

²⁴ Letter from Gerald Danforth, Chairman, Oneida Nation to Terrence Virden, Regional Director, BIA Midwest Regional Office, (January 11, 2008) (Baumgart property); Letter from Gerald Danforth, Chairman, Oneida Nation to Terrence Virden, Regional Director, BIA Midwest Regional Office, (January 11, 2008) (Orlando property) (on file with the Midwest Regional Office).

²⁵ See *Thurston County, Nebraska v. Great Plains Regional Director*, BIA, 56 IBIA 296, at 307 (2013).

²⁶ See *Thurston County, Nebraska v. Great Plains Regional Director*, BIA, 56 IBIA 296, at 308 (2013).

²⁷ Letter from Gerald Danforth, Chairman, Oneida Nation to Terrence Virden, Regional Director, BIA Midwest Regional Office, (January 11, 2008) (Baumgart property); Letter from Gerald Danforth, Chairman, Oneida Nation to Terrence Virden, Regional Director, BIA Midwest Regional Office, (January 11, 2008) (Orlando property) (on file with the Midwest Regional Office).

25 CFR § 151.10 (e) -- Impact on the State and its political subdivisions resulting from the removal of this property from the tax rolls.

The NOA provides State and local governments the opportunity to submit comments regarding the proposed trust acquisition in the areas of regulatory jurisdiction, real property taxes, and special assessments. In its response to the NOA, the City states that it would realize \$6,481.60 for tax year 2017 from the subject properties.²⁸

According to the levy report published by the Wisconsin Department of Revenue, the County's property tax levy for 2016 was \$424,143,235 and the City's levy for 2016 was \$149,929,452.²⁹ The gross property tax collected against the subject parcels for 2017 was \$7,143.50, of which the County received \$1,302.20 and the City received \$2,621.20.³⁰

Jurisdiction	Total Tax	% Levy
Brown County	\$1,302.20	0.000307%
City of Green Bay	\$2,621.20	0.001748%

The city states that there are no outstanding special assessments on the property.³¹ Additionally, on July 30, 2018, we retrieved updated tax records, which also show no delinquent assessments assigned to these properties.³²

The city also states that although the removal of each individual property from the tax rolls has "a negligible impact on the city's operations," the removal of all of these properties will have a "severe impact on the City's tax revenue" and create an "inequitable tax burden among Green Bay residents." The City states that there are well over 150 trust properties located within the City of Green Bay that are currently held in trust, which represent "millions upon millions of dollars in assessed values removed from the tax rolls."³³

²⁸ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 28, 2018) (on file with the Midwest Regional Office).

²⁹ Wisconsin Department of Revenue Division of State and Local Finance Bureau of Local Government Services, Town, Village and City Taxes levied in 2016 and collected in 2017 at 18 (on file with the Midwest Regional Office).

³⁰ The county provided Property Tax Records for parcel Nos. 6H-2654 and 6H-2666. See Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 2, 2018) (Baumgart Property); Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 2, 2018) (Orlando Property) (on file with the Midwest Regional Office).

³¹ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 28, 2018) (on file with the Midwest Regional Office).

³² Brown County, WI Property Tax Record for parcel Nos. 6H-2654, and 6H-2666 (July 30, 2018), <http://www.public.applications.co.brown.wi.us/treas/landrecordssearch/entryform.asp> (on file with the Midwest Regional Office).

³³ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 28, 2018) (on file with the Midwest Regional Office).

The BIA is only required to consider the present impact on the tax rolls of a proposed acquisition, i.e., the taxes currently assessed.³⁴ We acknowledge that the county and the city will both experience a reduction in tax base, of 0.000307% and 0.001748% respectively (when calculated based on tax bills and levies).

25 CFR § 151.10 (f) – Jurisdictional problems and potential conflicts of land use.

In accordance with 25 CFR Part 151, BIA must consider jurisdictional problems or potential conflicts but is not required to resolve those problems or issues.³⁵ The subject parcels contain an aggregate of 0.54 acres³⁶ of land; both are currently used³⁷ and zoned³⁸ for residential purposes. The City has stated that there is currently no incompatible zoning.³⁹

Direct services provided by the Nation for tribal members and their families include: waste and recycling pickup, health care, elderly services, public safety, education and library services, recreation programs, public works, utilities, public transportation, housing, and mortgage loans and rentals. The Nation also provides many community services to non-tribal residents of the Oneida reservation. Services provided by the Oneida Police Department include first responders, traffic violations, criminal arrests, investigations, pick-ups and transportation. The Nation does not receive any reimbursement for these services. Fines from traffic tickets issued by the Nation are given to the county and/or state. The Nation provides utility services (sewer and water) within the Oneida Sanitary District. Parks and recreation areas have been constructed and maintained by the Nation for the benefit of tribal and non-tribal residents.⁴⁰

The Nation has entered into a law enforcement agreement for mutual aid with the City of Green Bay.⁴¹ Fire protection services also will be provided by the City of Green Bay.⁴² Additionally, Brown County has an executed service agreement with the Nation regarding delivery of services to tribal lands within the County. On May 29, 2008 (amended September 16, 2008 and June 29, 2010), the Oneida Nation and Brown County entered into a service agreement which includes cross-deputation for law enforcement and mutual aid secondary assistance in emergency services.

³⁴ See *City of Eagle Butte, South Dakota v. Acting Great Plains Regional Director*, BIA, 49 IBIA 75, 81-82 (2009).

³⁵ See *Thurston County, Nebraska v. Great Plains Regional Director*, BIA, 56 IBIA 296, at 307 (2013).

³⁶ Land Description Review (LDR) Certificate from Dominica VanKoten, Chief Cadastral Surveyor (March 31, 2016) (Baumgart Property); Land Description Review (LDR) Certificate from Dominica VanKoten, Chief Cadastral Surveyor (June 13, 2016) (Orlando Property) (on file with the Midwest Regional Office).

³⁷ Letter from Gerald Danforth, Chairman, Oneida Nation to Terrence Virden, Regional Director, BIA Midwest Regional Office, (January 11, 2008) (Baumgart property); Letter from Gerald Danforth, Chairman, Oneida Nation to Terrence Virden, Regional Director, BIA Midwest Regional Office, (January 11, 2008) (Orlando property).

³⁸ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 28, 2018) (on file with the Midwest Regional Office) (“Both Properties are currently zoned R-1.”).

³⁹ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 28, 2018) (on file with the Midwest Regional Office).

⁴⁰ Oneida Nation, Socioeconomic Conditions within the Reservation of the Oneida Nation at 2-3 (April 4, 2018) (on file with the Midwest Regional Office).

⁴¹ Law Enforcement Mutual Aid Agreement (October 16, 1996) (on file with the Midwest Regional Office).

⁴² Email from James Bittendorf, Attorney, Oneida Nation (June 8, 2016) (on file with the Midwest Regional Office).

On March 9, 2009, the Nation and the City of Green Bay entered into a service agreement, which includes mutual aid for secondary assistance in law enforcement and emergency services. On September 10, 2015, the Oneida Nation received a request from the City of Green Bay to meet in order to negotiate a Service Agreement amendment.⁴³ An amendment was not executed and the agreement was terminated by the City of Green Bay.⁴⁴ The city provided a list of services it currently provides to the property, including: waste/recycling collection, snow removal, street maintenance, water/sewer, parks, policing, fire, inspections, and neighborhood services.⁴⁵ The City has stated that operating expenses will not be reduced regardless of ownership or trust status, since services are still required.⁴⁶

The City also states that “a piecemeal application of zoning restrictions results in disjointed neighborhoods...” and this is “counterproductive to... a cohesive community in the residential neighborhoods at issue here.” The “checkerboard” pattern of jurisdiction, however, is an “awkward” but “familiar feature of American government;” in fact, “federal facilities of all sorts, ranging from post offices to military bases, are scattered throughout the United States...a similar scatter is common throughout Indian Country.”⁴⁷ The City’s assertions concerning jurisdictional problems are insufficient to show that trust acquisition of this land would alter that pattern or worsen any existing problems with the pattern.”⁴⁸

Since there is no change in land use, and the Nation has intergovernmental agreements in place to cover the provision of services to trust property, we do not foresee any jurisdictional problems or potential land use conflicts.

25 CFR § 151.10 (g) – Is the Bureau of Indian Affairs (BIA) equipped to discharge the additional responsibilities and duties resulting from the acquisition of this land in trust status.

The Great Lakes Agency, BIA has reviewed the trust applications for the parcels of land identified as Baumgart and Orlando, and determined that it will be able to discharge the additional responsibilities associated with the acceptance of land into trust.⁴⁹ The subject parcels

⁴³ Letter from Cristina Danforth, Chairwoman, Oneida Nation to Mayor James J. Schmitt, City of Green Bay (September 25, 2015) (on file with the Midwest Regional Office).

⁴⁴ Press Release, Oneida Nation, Service Agreement with Oneida Nation Terminated by the City of Green Bay Common Council at 1 (April 7, 2016) (on file with the Midwest Regional Office).

⁴⁵ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 2, 2018) (on file with the Midwest Regional Office). The city provided a single comment letter for five pending applications located within Green Bay; three of the five properties listed are not included in this decision, this document only considers the two parcels listed and described above.

⁴⁶ Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 2, 2018) (Baumgart Property); Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (February 2, 2018) (Orlando Property) (on file with the Midwest Regional Office). The county included Property Tax Record for parcel Nos. 6H-2654 and 6H-2666 (February 2, 2018), (on file with the Midwest Regional Office).

⁴⁷ See *Oneida Tribe of Indians of Wis. v. Village of Hobart*, 732 F.3d 837, 839 (7th Cir. 2013).

⁴⁸ See *Ziebach County, South Dakota v. Acting Great Plains Regional Director, Bureau of Indian Affairs*, 38 IBIA 227 at 231 (2002).

⁴⁹ Memo from Kim Bouchard, Superintendent, BIA Great Lakes Agency to Tammie Poitra Acting Regional Director, BIA Midwest Regional Office, (August 10, 2016) (Baumgart property); Memo from Kim Bouchard,

are located in Brown County, Wisconsin, and comprise 0.54 acres. The following staff located at the Great Lakes Agency, are readily available to assist the Tribe in their proposed uses of the property:

- Four Realty Specialists in the Branch of Realty, who are responsible for the overall administration and protection of Indian Trust land
- Resources; Seven foresters in the Branch of Forestry, who are responsible for managing and protecting Reservation forests;
- Nine engineers/technicians in the Branch of Roads, who are responsible for the maintenance and construction of BIA roads and bridges to provide a safe and adequate transportation system to Indian Reservations;
- Two Fuels Management Specialists;
- One Environmental Protection Specialist.

In addition, there are realty specialists, foresters, road engineers/technicians, and environmental specialists in the Midwest Regional Office who are available for additional consultations and guidance in the overall protection and management of these lands.

Acceptance of this property in trust status will not impose any significant additional responsibilities or burdens upon BIA beyond those already inherent in the federal trusteeship over the existing trust lands.

25 CFR § 151.10 (h) -- Environmental Hazards.⁵⁰

National Environmental Policy Act Compliance

No further compliance with NEPA is required. The BIA-Midwest Region Office (BIA-MRO) determined that no change in land use is anticipated; therefore, the **subject parcels** contemplated Fee-to-Trust acquisition will not have a significant effect on the quality of the human environment (individually or cumulatively) and neither an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) is required (40 CFR 1508.4; 43 CFR 46.205) A separate Categorical Exclusion (CE) was issued for each parcel between December 11, 2017 and April 19, 2018.

National Historic Preservation Act (NHPA) Compliance

No further compliance with NHPA is required. The BIA-MRO determined that the **subject parcels** trust acquisition does not have the potential to cause effects on historic properties [36 CFR 800.3 (a) (1)]. The BIA-MRO issued separate determinations for each parcel October 19, 2015.

Endangered Species Act (ESA) Compliance

No further compliance with ESA is required. The Oneida Nation recognizes the US Fish and Wildlife Services (USFWS) Information for Planning and Consultation (IPaC) Report for a

Superintendent, BIA Great Lakes Agency, to Tammie Poitra Acting Regional Director, BIA Midwest Regional Office, (August 3, 2018) (Orlando property) (on file with the Midwest Regional Office).

⁵⁰ Memo from Martin Lorenzo, Environmental Protection Specialist, BIA Midwest Regional Office (December 11, 2017) (Baumgart property); Memo from Martin Lorenzo, Environmental Protection Specialist, BIA Midwest Regional Office, (April 19, 2018) (Orlando property) (on file with the Midwest Regional Office).

listing of Threatened and Endangered Species for each defined project area. BIA-MRO also reviews the IPaC report in consultation and determination of Threatened and Endangered Species. The BIA-MRO determined that the **subject parcels** trust acquisition supports a “No Effect” determination based on the intent of the Oneida Nation to maintain current land use. The BIA-MRO issued separate determinations for each parcel October 19, 2015.

602 DM 2 using ASTM International E 1527-13

Recognized Environmental Conditions (RECs) were not found on the **subject parcels**. This assertion is supported by the following assessments including the: separate Initial Phase I Environmental Site Assessments (ESA) dated:

- Baumgart - 10/2015 (Initial), 04/2016 (Update 1), 01/2017 (Update 2), 08/2017 (Update 3) and 12/2017 (Update 4);
- Orlando - 10/2015 (Initial), 04/2016 (Update 1), 02/2017 (Update 2), 09/2017 (Update 3) and 04/2018 (Update 4).

In accordance with 602 DM 2, an additional pre-acquisition Phase I ESA will be completed within 180 days prior to the acquisition of title and acceptance into trust status.

Conclusion

Based on the foregoing, we issue notice of our intent to accept the **subject parcels** into trust status. Title will vest in the United States of America in trust for the Oneida Nation, in accordance with Section 5 of the Indian Reorganization Act of 1934 (IRA), 25 U.S.C. § 5108, provided the Nation delivers marketable title to the properties in a manner as required in 25 CFR Part 151, Land Acquisition Regulations. In accordance with 25 CFR Part 151.13, we have requested an examination of the title evidence by the Office of the Field Solicitor, Bloomington, Minnesota, to determine whether title to the parcel is marketable. The parcels will not be accepted in trust until all identified title exceptions have been met.

Appeal Rights

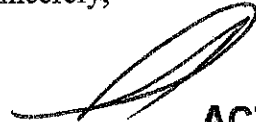
Any party who wishes to seek judicial review of this decision must first exhaust administrative remedies. The Regional Director’s decision may be appealed to the Interior Board of Indian Appeals (IBIA) in accordance with the regulations in 43 C.F.R. 4.310-4.340.

If you choose to appeal this decision, your notice of appeal to the IBIA must be signed by you or your attorney and **must be either postmarked and mailed (if you use mail) or delivered (if you use another means of physical delivery, such as FedEx or UPS) to the IBIA within 30 days from the date of receipt of this decision.** The regulations do not authorize filings by facsimile/fax or by electronic means. Your notice of appeal should clearly identify the decision being appealed. You must send your original notice of appeal to the IBIA at the following address: Interior Board of Indian Appeals, Office of Hearings and Appeals, U.S. Department of the Interior, 801 North Quincy Street, Suite 300, Arlington, Virginia 22203. You must send copies of your notice of appeal to (1) the Assistant Secretary – Indian Affairs, U.S. Department of the Interior, MS-4141-MIB, 1849 C Street N.W., Washington, D.C. 20240; (2) each interested party known to you; and (3) the Regional Director. Your notice of appeal sent to the IBIA must

include a statement certifying that you have sent copies to these officials and interested parties and should identify them by names or titles and addresses. If you file a notice of appeal, the IBIA will notify you of further procedures. If no appeal is timely filed, this decision will become final for the Department of the Interior at the expiration of the appeal period. No extension of time may be granted for filing a notice of appeal.

If you have any questions regarding this matter, you may contact Russell Baker, Supervisory Realty Specialist, directly at (612) 725-4583.

Sincerely,



ACTING

Regional Director

CC BY CERTIFIED MAIL:

Office of the Governor of Wisconsin
115 East State Capitol
Madison, Wisconsin 53702

91 7199 9991 7038 0545 2103

Office of the Executive
Brown County
Post Office Box 23600
Green Bay, Wisconsin 53707

91 7199 9991 7038 0545 2097

Office of the Mayor
City of Green Bay
100 North Jefferson Street Rm. 106
Green Bay, Wisconsin 54301-5026

91 7199 9991 7036 7200 8380

CC BY FIRST CLASS MAIL:

Jo Anne House, Chief Counsel
Oneida Law Office
N7210 Seminary Road
Post Office Box 109
Oneida, Wisconsin 54155

Patrick Pelky, (acting) Director
Division of Land Management
Oneida Nation
Post Office Box 365
Oneida, Wisconsin 54155

Superintendent, Great Lakes Agency
Bureau of Indian Affairs
916 West Lake Shore Drive
Ashland, Wisconsin 54806



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # T.I.

To hold over the request on the approval of the new logo design for the Green Bay Public Arts Commission.

BACKGROUND

Experienced local graphic designer, Matt Vanden Boomen, approached staff with a new logo design and has offered to assist staff in the creation of marketing materials and re-branding the image of the Green Bay Public Arts Commission. Upon approval from the Commission, staff would work with Matt Vanden Boomen to coordinate a re-brand unveiling and developing further promotional materials for the Green Bay Public Arts Commission.

RECOMMENDATION

Following discussion, staff is recommending accepting the proposed new logo design and approval of further collaboration between staff and Matt Vanden Boomen.

FISCAL IMPACT

ATTACHMENTS

- I. ProposedNewLogo_GBPAC

PROPOSED NEW LOGO

A large, bold, white logo consisting of the letters 'GBPAC' in a stylized, blocky font. The letters are set against a solid green rectangular background. The 'A' is slightly offset to the right, creating a dynamic, layered effect.

NOTE Green color is used across all logos, this is done to help compare and is not a final color recommendation.

RATIONALE Ownable and confident, this option embodies the experimentation of all art forms. The mark's lack of a structured baseline communicates playfulness and approachable to the viewer.

Primary

A smaller version of the 'GBPAC' logo, rendered in green on a white background. The letters are bold and blocky, with the 'A' slightly offset to the right.

Secondary

A logo variant featuring the 'GBPAC' text in white on a green background. To the right of the text, separated by a thin vertical white line, is the full name 'GREEN BAY PUBLIC ARTS COMMISSION' in white, stacked in three lines.A small, dark square logo containing a white, stylized letter 'M'.

Project: GBPAC - Identity Design | Proof: v1 | Contact: Matt Vanden Boomen | mattvandenboomen@gmail.com
(920) 680-9054 | mattvandenboomendesign.com

COLOR VARIATIONS

NOTE This purpose of this page is to show the different possible color combinations and how it can change the overall feel of the identity.



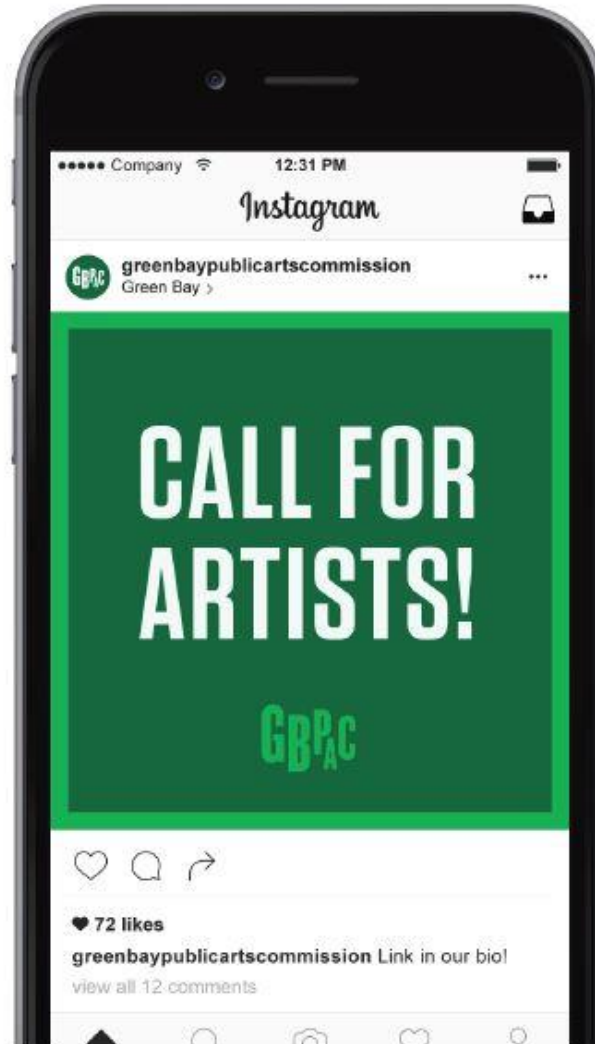
Project: GBPAC - Identity Design | **Proof:** v1 | **Contact:** Matt Vanden Boomen | mattvandenboomen@gmail.com
(920) 680-9054 | mattvandenboomendesign.com

IN USE



Project: GBPAC - Identity Design | **Proof:** v1 | **Contact:** Matt Vanden Boomen | mattvandenboomen@gmail.com
(920) 680-9054 | mattvandenboomendesign.com

IN USE - SOCIAL POSTS



IN USE - PUBLIC AWARENESS SIGNS





Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

Jessica Deal, Staff

AGENDA ITEM # T.2.

To approve Rusty Wolfe's Rotating Art Program application.

BACKGROUND

Experienced artist, Rusty Wolfe, has been creating art for the past 30 years, with pieces exhibited throughout the United States. Rusty Wolfe's proposed project is titled *Paired*. The piece is constructed out of steel and measures 120 inches by 66 inches by 24 inches.

RECOMMENDATION

Following discussion, staff is recommending accepting Rusty Wolfe's proposed art piece for the Rotating Art Program.

FISCAL IMPACT

ATTACHMENTS

1. RAP Application - Rusty Wolfe
2. RustyWolfe-ArtworkExamples
3. RAP Grading

ROTATING ART PROGRAM APPLICATION

Green Bay Public Arts Commission
City of Green Bay
Dept. of Community and Economic Development
100 North Jefferson Street - Room 608
Green Bay, WI 54301-5026
Phone: (920).448.3142
Fax: (920).448.3426
<http://greenbaywi.gov/pac>



APPLICANT/ARTIST TEAM NAME: Rusty Wolfe

STREET ADDRESS: 1220 Garfield Ave.

MAILING ADDRESS (IF DIFFERENT): _____

CITY: Marinette STATE: WI ZIP CODE: 54143

TELEPHONE (DAYS): 615.804.9653

E-MAIL ADDRESS: rusty@rustywolfe.com

PROJECT TITLE: Paired

PROJECT DESCRIPTION: (What is the piece? What are the materials? How will you install the piece? etc.)

Paired, 2017
Steel
120in x 66in x 24in
It will be anchored into concrete.

EXPERIENCE - WHAT IS YOUR EXPERIENCE WITH EXHIBITING PUBLIC ART?

In the past 30 years, I've exhibited throughout the United States.

WILL THIS PIECE BE FOR SALE? (Please circle one.)

YES

NO

DO YOU HAVE THE NECESSARY PERMITS FOR THIS PROJECT? (Please circle one.)

YES

NO

DO YOU HAVE THE NECESSARY INSURANCE? (Please circle one.)

YES

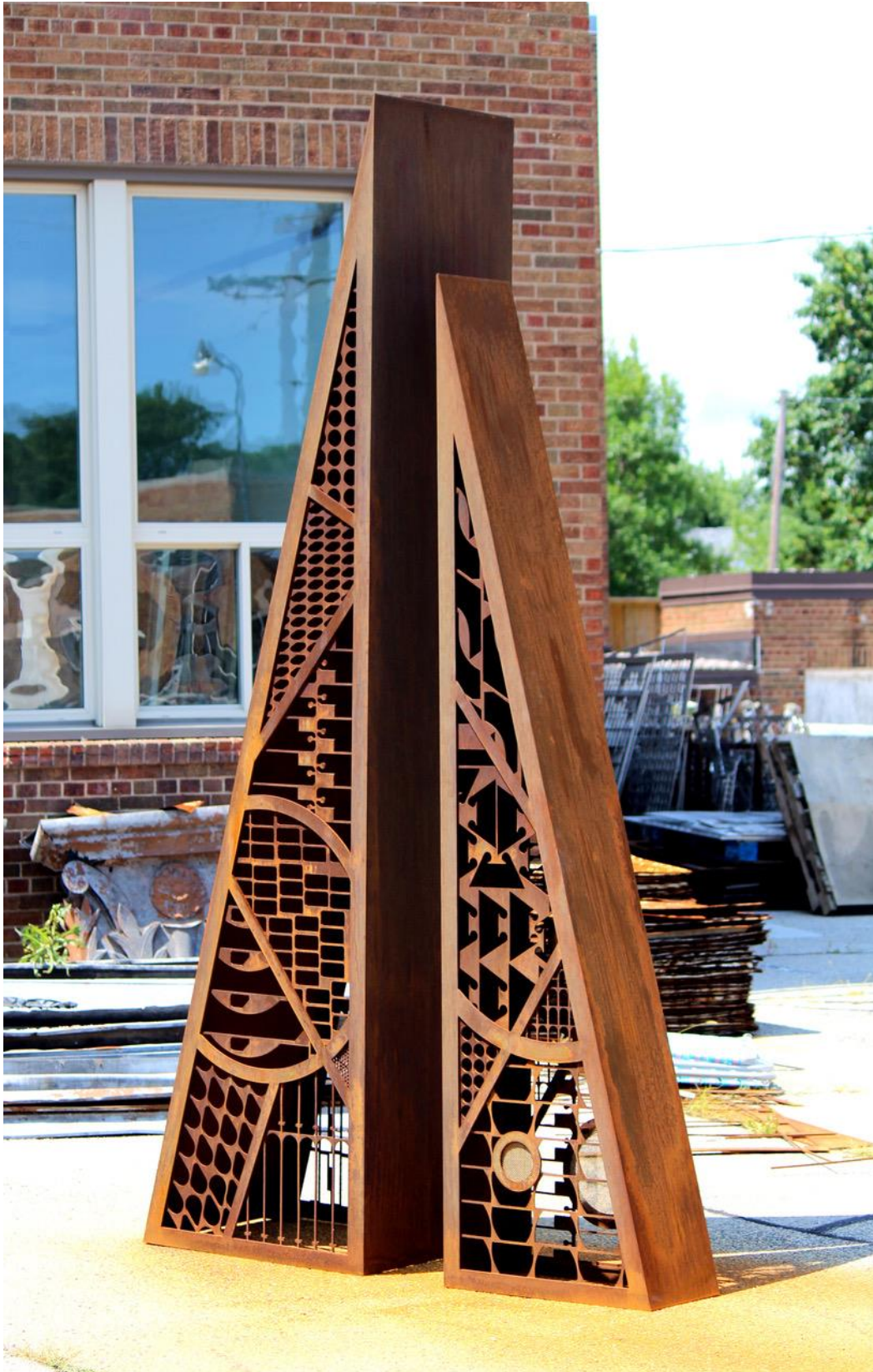
NO

REMINDER: PLEASE ATTACH THE FOLLOWING WITH THIS APPLICATION WHEN SUBMITTING

- **A.) 1 - 4 EXAMPLES OF PREVIOUS WORK** Please label files with Title and Number. Ex.) A1Title.jpeg , A2Title.jpeg
- **B.) PHOTOS/SKETCHES OF PROPOSED WORK** Please include frontal view, birds eye view, dimensions of piece, and any other information you feel is important pertaining to the piece. Label files with Proposed Project Title and Number. Ex.) B1ProposedProjectTitle.jpeg , B2ProposedProjectTitle.jpeg

WHEN YOU HAVE COMPLETED THIS FORM, EMAIL FORM AND ATTACHED PHOTOS TO LAURASC@GREENBAYWI.GOV

IF YOU HAVE ANY QUESTIONS, FEEL FREE TO CONTACT THE PUBLIC ARTS COORDINATOR AT: 920-448-3142

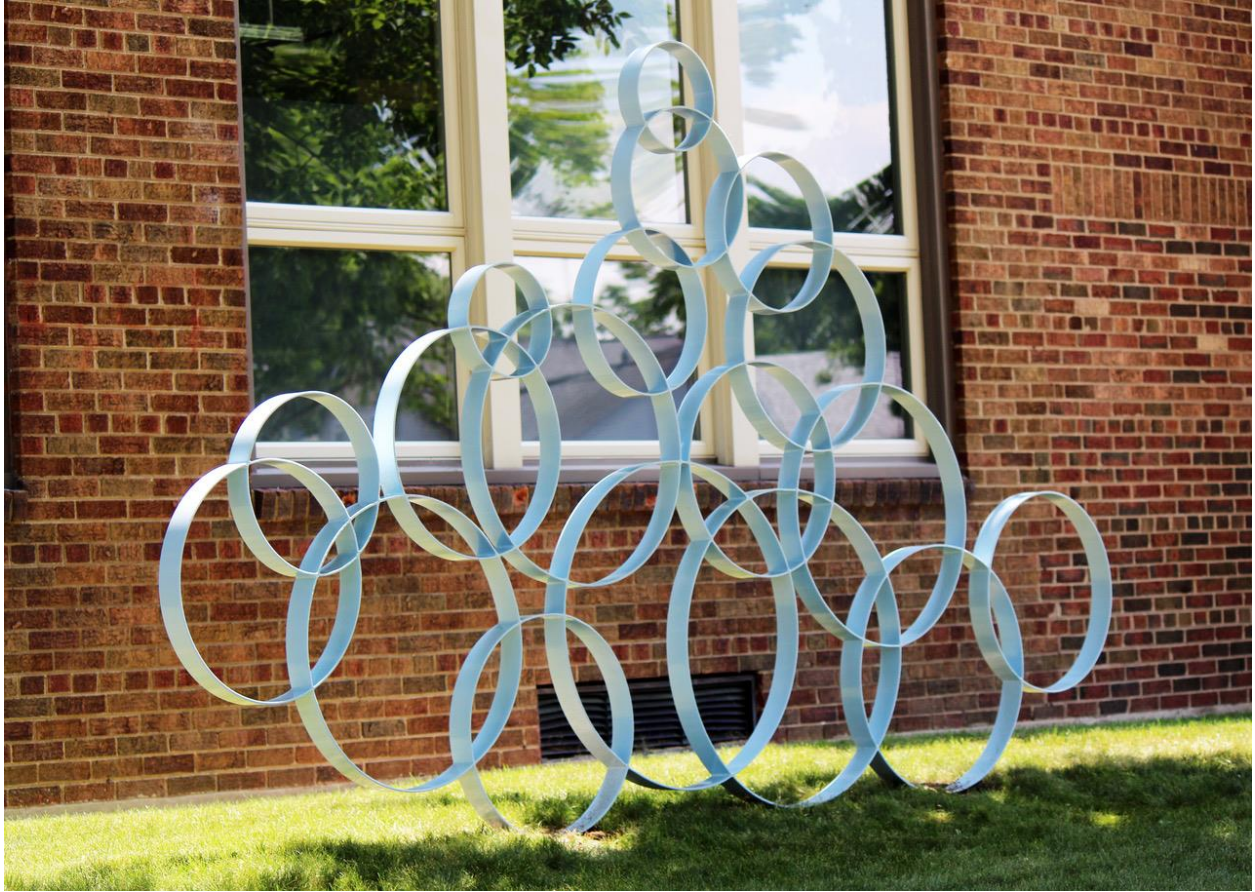


Paired View 1

Rusty Wolfe – RAP Application - Paired



Paired View 2



Previous Artwork 1



Previous Artwork 2



Previous Artwork 3



Previous Artwork 4

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

September 18, 2018

PREPARED BY

Jessica Deal, Staff

AGENDA ITEM # T.3.

To approve Casey Early-Krueger's Annual Grant Program application.

BACKGROUND

Local artist Casey Early-Krueger has proposed a piece titled *Unhinged* to be created for and added to during the October 6th art event called *Unhinged*. The piece will be constructed out of metal and wood and will be painted on during the event. Casey Early-Krueger is requesting \$500 from the Green Bay Public Arts Commission to complete this project.

RECOMMENDATION

Following discussion, approve Casey Early-Krueger's Annual Grant Program application request for an interactive sculpture project to be completed during the *Unhinged* art event on October 6th, subject to minor technical revisions.

FISCAL IMPACT

ATTACHMENTS

1. AGP Application-Unhinged
2. AGPGradingForm-Unhinged
3. Unhinged Event Packet

ANNUAL GRANT PROGRAM APPLICATION

Green Bay Public Arts Commission
City of Green Bay
Dept. of Community and Economic Development
100 North Jefferson Street - Room 608
Green Bay, WI 54301-5026
Phone: (920).448.3142
Fax: (920).448.3426
<http://greenbaywi.gov/pac>



NAME OF ARTIST/ARTIST TEAM OR ORGANIZATION: Unhinged LLC

APPLICANT/ORGANIZATION NAME: Unhinged - Casey Early Krauger

STREET ADDRESS: 1138 Gringnon Green Bay WI 54302

MAILING ADDRESS (IF DIFFERENT): _____

CITY: Green Bay STATE: WI ZIP CODE: 54302

TELEPHONE (DAYS): 920-747-0083

E-MAIL ADDRESS: cektruth@gmail.com

PROJECT TITLE: Unhinged

WHERE PROJECT WILL OCCUR: Downtown GB or on a Rotating Arts Pad

START DATE: Sept. 19th END DATE: Nov 1 or longer

ESTIMATED TOTAL COST: 1000 ADDITIONAL INCOME: from Unhinged fundraising

AMOUNT REQUESTED FROM GBPAC: 500 (In addition to the below description, remember to attach several examples of previous work - Maximum of 4 examples.)
WHAT IS YOUR EXPERIENCE WITH EXHIBITING, PERFORMING OR PROGRAMMING PUBLIC ART?

We have a group of artists who work extensively in public art. I personally have exhibited artwork in a variety of different environments including outside in WI.

IN THE SPACE PROVIDED, BRIEFLY DESCRIBE YOUR PROJECT: (Additional pages may be attached: 1 full page maximum.)

We would like to create the Unhinged sculpture which would leverage the goals of Unhinged by opening the impact up to the public. The Mission of unhinged is three fold 1. Galvanize Artistic community 2. Create a unprecedented arts event celebrating Creative expression and pushing the areas limits artistic horizon 3. Continue to develop Green Bay Artistic and Cultural IDENTITY. This sculpture would help echo these sentiments to a bigger audience. The sculpture would be fabricated out of metal, wood, and mixed media and would last for several years outside with little to no weathering affect.

PROJECT OBJECTIVE:

Create a sculpture that echoes the mission and goals of the Unhinged movement.

DO YOU HAVE THE NECESSARY INSURANCE FOR THIS PROJECT? (Please circle one.)

YES

NO

DO YOU HAVE THE NECESSARY PERMITS FOR THIS PROJECT? (Please circle one.)

YES

NO

APPLICANT NAME/ ORGANIZATION: _____

TOTAL REQUESTED FROM GBPAC: _____

PROPOSED BUDGET FOR GREEN BAY PUBLIC ARTS COMMISSION GRANT

PROJECT EXPENSES Applicants may attach budget details IN ADDITION to this completed form.

In-Kind Expenses - Must equal In-Kind Income (defined on pg. 4)	Amount
TOTAL	

(Please indicate
via check box
below if GBPAC
funds will be used
for the expense
listed.)

Supplies/Materials	Amount	Check off
metal		
wood		
hardware/casteners		
installation rods/opoxy adhesion	1000	
TOTAL		

Publicity/Postage	Amount	Check off
TOTAL		

Services/Fees/Rentals	Amount	Check off
TOTAL		

Honorary/Personnel	Amount	Check off
TOTAL		

Travel/Other Expenses	Amount	Check off
TOTAL		

Total Expenses must equal Total Income on Page 4

TOTAL EXPENSES	1000
----------------	------

PROJECT INCOME

In-Kind Contributions - Must equal In-Kind Expenses (item, source, amount) *	Amount
TOTAL	

Committed Funds (donors and amount)	Amount
Unhinged sponsorship \$'s	500
TOTAL	500

Anticipated Funding (donor and amount)	Amount
TOTAL	

GBPAC Grant Funds Requested	TOTAL	500
-----------------------------	-------	-----

Total Income must equal Total Expenses from Page 3	TOTAL INCOME	1000
--	--------------	------

* IN-KIND is defined as non-cash donations of goods and services such as labor, facilities, or equipment to carry out a project. Typically, skilled or professional labor can be valued at the prevailing rate that the individual making the donation has a record of receiving in the field. For example Grantee X counts donation of Venue Y at Venue Y's normal rental rate and the donation of their set designer at the designer's average wage of \$17.00 per hour x's the number of hours they will work on the project. If audited, these amounts could be verified, by showing the posted rental agreement for Venue Y and previous pay stubs of the set designer.

Grants MAY be used for artists' fees, legally required royalties, production expenses, space rental, marketing costs, purchase of expendable materials, required insurance, city-related expenses such as street closures and police/fire protection. GBPAC grants CANNOT be used to fund prizes or awards, scholarships, tuition, permanent equipment, travel outside of Green Bay, refreshments and/or debts incurred for past activities.

AGP Grading Form: Unhinged Sculpture

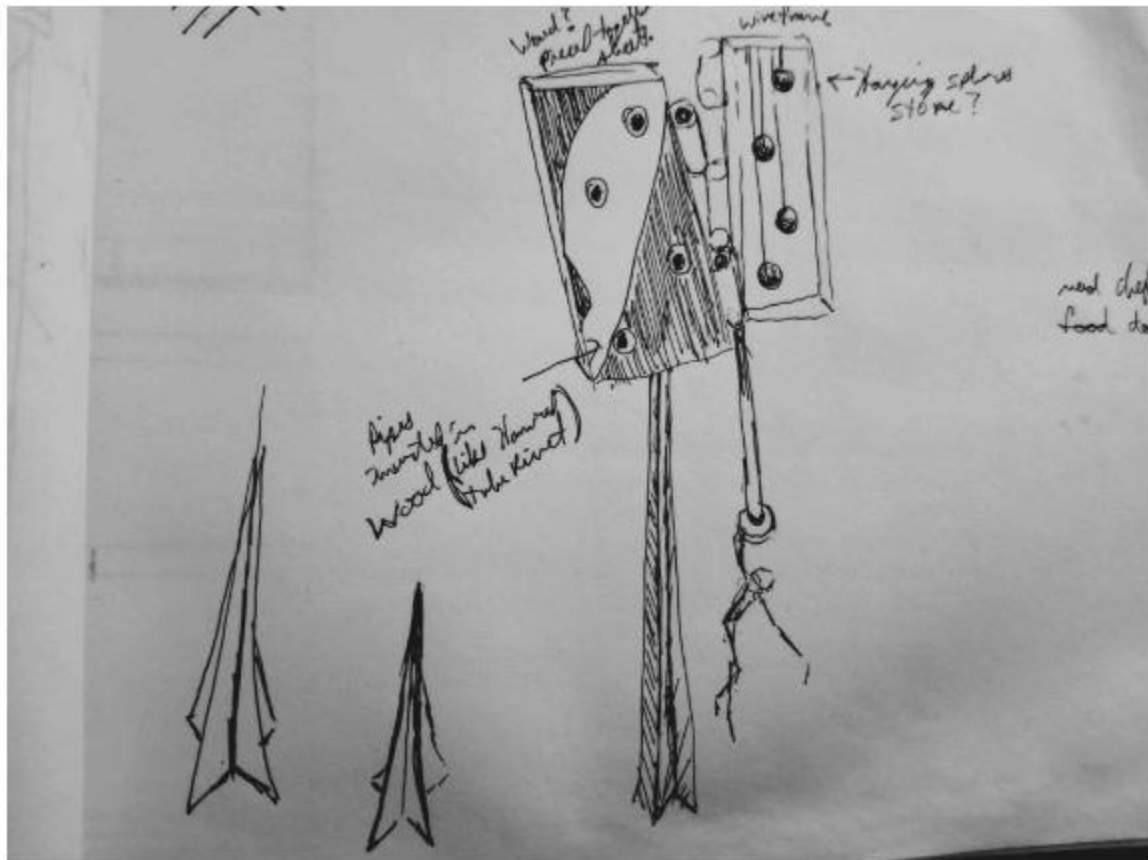
Please fill out and answer the following questions regarding the above AGP presentation and any adjustments suggested to the presentation. Please keep in mind that certain criteria may not apply as much to some projects compared to others. If you have any questions about the form please feel free to email Laura at laurasc@greenbaywi.gov or call at 920.448.3142.

* Required

Proposed Sculpture Sketch 1



Proposed Sculpture Sketch 2



Theme/Motif

The applicant has effectively presented a central idea throughout the whole of the piece/project.

Weak	Central ideas have not been explored and are not present in the project.	0 – 3 pts
Average	Central ideas are not fully explored and are not successfully carried through the project.	4 – 7 pts
Excellent	Central ideas are explored throughout the project and are conveyed by the overall experience.	8 – 10 pts

Theme/Motif Grade *

Please include the number of points you would award for this category and any notes or thoughts you think are important.

Your answer

Budget

The applicant's budget aligns with the PAC budget; and has realistically assessed their costs.

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

Budget Grade *

Please include the number of points you would award for this category and any notes or thoughts you think are important.

Your answer

Experience

The applicant demonstrates experience in the medium and provides proof of past work. Preference will be given to Artist's/Artist Team's that have relevant public work.

Weak	Application does not include any proof of past work or examples are vague.	0 – 3 pts
Average	Application includes examples of past work, but little emphasis is given on prior experience with public installations.	4 – 7 pts
Excellent	Application includes multiple examples of past work, with emphasis on relevant public installations.	8 – 10 pts

Experience Grade *

Please include the number of points you would award for this category and any notes or thoughts you think are important.

Your answer

Originality

The applicant's vision is clear and the project brings this fresh idea to life. Does the piece/project successfully bring a vision to fruition? The project/piece should have a strong and innovative idea that is well defined and fully explained.

Weak	Project is vague and not clearly linked to Applicant's impression/vision. Design has no originality or unifying concept.	0 – 5 pts
Average	Project has an adequate design that is defined, but is somewhat unclear in its connection to Applicant's vision. Concept seems somewhat derivative and overused.	6 – 10 pts
Excellent	Project has a strong and innovative idea that is well defined and fully explained. Clear connection to Applicant's vision and brings this fresh idea to life.	11 – 15 pts

Originality Grade *

Please include the number of points you would award for this category and any notes or thoughts you think are important.

Your answer

Public Art Value

How is the art relevant to the community? Does it provide value to the community? Can the overall piece/project be understood at a glance?

Weak	Does not provide clear insight to its connection or impact on the community. The design is difficult to understand.	0 – 5 pts
Average	The project's relationship to the community is described but does not seem as relevant / significant. Design is not easily understood right away.	6 – 10 pts
Excellent	Narrative connects the project to the community. Compelling and specific narrative information demonstrates that the project has a relevant and significant impact with the community. Design is easily understood at a glance.	11 – 15 pts

Public Art Value Grade *

Please include the number of points you would award for this category and any notes or thoughts you think are important.

Your answer

Overall Aesthetic/Appeal

The project presents a high level of craftsmanship/attention to detail. Compelling for spectators to view/participate without being objectionable.

Weak	Project lacks craftsmanship/attention to detail. Project is not very appealing and does not provide opportunities for discussion and conversation.	0 – 8 pts
Average	Project has a moderate level of craftsmanship/attention to detail. Project is appealing but does not provide opportunities for discussion and conversation.	9 – 16 pts
Excellent	Project presents a high level of craftsmanship/attention to detail. Project is appealing and provides opportunities for conversation and discussion.	17 – 25 pts

Overall Aesthetic/Appeal Grade *

Please include the number of points you would award for this category and any notes or thoughts you think are important.

Your answer

Access/Location

Potential for the project to reach targeted audiences. Project should include a significant and clearly defined element that is free to the public.

Weak	Project lacks an element that is clearly defined and free to the public.	0 – 5 pts
Average	Project provides an element that is free to the public. Subject/element may not be suited well for engaging target audience	6 – 10 pts
Excellent	Project includes a significant, clearly defined element that is free to the public. Subject/element is suited for engaging target audience.	11 – 15 pts

Access/Location Grade *

Please include the number of points you would award for this category and any notes or thoughts you think are important.

Your answer

Project Approval and Award Amount

Please answer if you approve or deny this project and include your suggested award amount if applicable. Reminder that the award amount is a maximum of \$1,500

Do you approve of this piece/project? *

- ☐ Yes
- ☐ No
- ☐ Maybe

If you answered yes to the above, what \$ amount do you wish to award? If you answered maybe, please explain why. *

Your answer:

Any final comments/questions:

Your answer:

UNHINGED



HOW DO YOU ATTRACT TALENT AND RETAIN EMPLOYEES IN THE GREATER GREEN BAY AREA?

Support a community that people are proud to say they belong to. A community that offers its members a sense of culture and diversity that celebrates its artistic voice. Nationwide studies show a strong direct correlation between a vibrant arts and culture presence and job creation, tourism and economic performance. We are all stakeholders in this community. Unhinged will create a new artistic and cultural identity for Green Bay and this is your opportunity to take an active role in this plan. Unhinged is an exciting new annual art event happening in the heart of downtown Green Bay.

It is a collaboration of artistic visions by award winning culinary, visual, and performing artists all working together to create a spectacular immersion of the senses. It will push you slightly out of your comfort zone and will cause you to reevaluate the way you think about the arts and Green Bay.

Experience...

incognito performances,
a broad array of visual work,
food created in ways you never thought possible,
dance of the highest caliber, and original music in many forms.

In Addition...

A one week pop up gallery - free and open to the public
A collaborative piece of public art displayed for one month in Green Bay

UNHINGED

The Art Event for the Senses
OCTOBER 6TH 2018

UNHINGED

“Big” Sponsor

- * Logo on print marketing including distributed posters and visual displays during the event.
- * Logo representation on social media and website event page
- * VIP artist reception before event
- * Two tickets to Unhinged event

\$500-\$999

“Huge” Sponsor

- * All the benefits of the “Big” sponsor
- * One print artwork from one of our award winning artists
- * 4 tickets to the Unhinged event

\$1,000-\$3,999

“Enormous” Sponsor

- * All the benefits of the “Huge” sponsor
- * Lunch for 4 from one of our participating restaurants (*Exclusive to Enormous Sponsor*)
- * 6 tickets to the Unhinged Event
- * Logo on Unhinged website home page
- * Website link to your business website

\$4,000-\$9,999

“Super Gigantic” Sponsor

- * All the benefits of the “Enormous” sponsor
- * A piece of artwork from one of our award winning artists or the public art sculpture created during the Unhinged event.
- * Catered lunch for 10 by Chef Mangless from ThreeThreeFive.
(*Exclusive to Super Gigantic Sponsor*)
- * 8 tickets to the UnHinged Event

\$10,000 - \$20,000

Art should comfort the disturbed and disturb the comfortable - Banksy

Your monetary support of Unhinged is a chance to become involved in the arts movement that is taking over Greater Green Bay area. Be one of the pillars in the development of the arts and culture in our community. Your dollars will go directly to painter's, sculptors, performers, musicians, and chefs participating on the night of the event. Funding will also support a one week pop up gallery, and a public art piece in Downtown Green Bay both of which will be free of charge.

The Unhinged event, pop up gallery, and public art sculpture will be viewed by thousands. Your company will be seen not only supporting the arts, but Green Bay's vibrant future. Thank you for your consideration. Let's take the next step in creating a more exciting Green Bay together.



UNHINGED

The Art Event for the Senses
OCTOBER 6TH 2018

UNHINGED



Artists and organizations dedicated to this project and enhancing the arts and culture of Greater Green Bay

Reggie Baylor - Painter
Jeff Benson - Sculptor
Steve Bowles - Sculptor
Matt Buchanan - City of Green Bay
Scott Cook - Painter
DaveRazor Compton Wolfe - Digital Artist
Che Correa - Photographer
Cujo - Spoken Word
Sara Detweiler - Photographer/Performance
Casey Early Krueger - Painter/Sculptor
Josh Evert - DJ/Musician
Gregory Frederick - Painter
Kent Hutchison - Sculptor/Painter
Scott Hill - Sculptor
Erik Johnson - Milwaukee Ballet Co.
Shanna Koltz - Koltz Photography
Norb Kox - Visionary Painter
Minku Lee - Sculptor
Andrew Linskens - Painter/Performance
Chris Mangless - Three Three Five
Janel Meindersee - Milwaukee Ballet Co.
Elyse-Krista Mische - Sculptor/Performance
Naomi Moes Jenkins - Sculptor
Aaron Morse - Black and Tan
Kim Plgeon-Metzner - KPM Arts
Maddie Power - Video
Kelly Qualley - Hinterland
Chuck Rybak - UWGB
Laura Schley - Painter
Kelli Strickland - Weidner Center
Rico Suave - DJ
Beau Thomas - Painter
Tammy Truckstop - Performance
Julie Zilles - Plae Bistro
On Broadway
and many more....

The Art Event for the Senses
OCTOBER 6TH 2018

UNHINGED



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

Jessica Deal, Staff

AGENDA ITEM # T.4.

To approve the creation and establishment of a temporary series entitled "Painted Pyramids" to be placed on all empty Rotating Art pads.

BACKGROUND

Due to continued obstacles for the Rotating Art Program, staff has created an alternate temporary series to utilize the pads and place artwork around the City. The proposed temporary program is called Painted Pyramids and will consist of the construction of six treated plywood pyramid structures, that will then be enhanced by selected artists.

Staff will construct these pyramids and install them at the established concrete pads. A Call for Artists will be released for approximately one month and the Commission will select six final designs to be applied to these pyramids. Staff will coordinate with selected artists on installation of the pieces during the month of October.

RECOMMENDATION

Following discussion, staff is recommending approval of the request of the temporary program called Painted Pyramids.

FISCAL IMPACT

The Rotating Art Program provided a stipend of \$500 to selected artists for their artwork. The temporary series *Painted Pyramids* would split this stipend to be used for the construction and embellishment of the pyramids. Approximate cost of constructing one pyramid is \$150. Staff is recommending utilizing part of the artist stipend to construct the pyramid and give the remaining \$350 to the selected artists to embellish the pieces.

ATTACHMENTS

- I. RAP Painted Pyramid Call for Entry (2)

ROTATING ART PROGRAM - PAINTED PYRAMIDS

Green Bay Public Arts Commission
City of Green Bay
Dept. of Community and Economic Development
100 North Jefferson Street - Room 608
Green Bay, WI 54301-5026
Phone: (920).448.3142
Fax: (920).448.3426
<http://greenbaywi.gov/pac>



DEADLINE TO APPLY

5:00PM
September 17, 2018

GREEN BAY PUBLIC ARTS COMMISSION (GBPAC)

GBPAC's mission is to promote the arts, culture, and creative identity of Green Bay through awareness efforts and exhibitions. The GBPAC exists to fund artistic activities and support cultural programs that integrate and advance arts and culture as an essential part of life in Green Bay.



Original artwork: Matias Cuevas, photo of location by City Staff.

CALL FOR ENTRIES

The City of Green Bay is seeking visual artists to submit their artwork for possible placement on City-owned plywood sculptures. Green Bay Public Arts Commission's Rotating Art Program will give local artists the opportunity to transform a simple plywood pyramid into something fun and unique, enhancing our public spaces.

Chosen artists will be expected to paint/embellish their plywood sculpture upon request (not at time of application.) Artists will be paid \$350 to complete their proposed design. Artists' name and title of artwork will appear on the sculpture.

This program is intended to highlight, encourage and promote Green Bay artists by giving them the opportunity to present their artwork publicly.

SELECTION PROCESS

A selection committee of the Green Bay Public Arts Commission will review applications and will select up to 6 artists. Selected artists will each receive \$350 per design upon completion of an art release / waiver. Location and time of artwork installation will be determined between the artist and the Public Arts Coordinator. Green Bay Public Arts Commission has the right to decline all submissions and retract this call for entries for any reason at any time.

ROTATING ART PROGRAM - PAINTED PYRAMIDS

Green Bay Public Arts Commission
City of Green Bay
Dept. of Community and Economic Development
100 North Jefferson Street - Room 608
Green Bay, WI 54301-5026
Phone: (920).448.3142
Fax: (920).448.3426
<http://greenbaywi.gov/pac>



HOW TO SUBMIT

All application materials must be received via email (see info below) by 5:00pm on September 17, 2018. Applicants with technical limitations, and for general questions, please contact the Public Arts Coordinator (laurasc@greenbaywi.gov).

Submit your application materials by email to laurasc@greenbaywi.gov

To do so, use the following steps:

1. Go to your preferred email account and open up a new email.
2. Title your new email with your first initial and last name (if applying as individual) or team name, followed with Pyramid Design. JDoe-Pyramid Designs
3. Click on the paperclip icon, "Attach File", to attach application materials.
4. Select your files from your computer. Your submission should be 10MB or smaller. Compress (zip) your files into a zip folder if needed to meet this requirement.
5. Once you have attached all of your application materials, send the email to laurasc@greenbaywi.gov
6. If you did not receive acknowledgment from the GBPAC that your application has been received within 48 hours of submitting via email, please call: 920-448-3142

APPLICATION SUBMISSION

Submit the following materials (NOTE: Use label style shown in bold, replace JDoe with your First initial and last name.)

A. Cover letter: including Artist's Name, home address, email address, telephone number, as well as a brief description of the artwork and proposed materials. One page maximum.

A_Cover_JDoe.pdf

B. Image list: including information on title and media of artwork.

B_Imagelist_JDoe.pdf

C. Design Samples: up to 10 designs per artist will be reviewed.

C_Designsample1_JDoe.pdf, C_Designsample2_JDoe.pdf, etc

GUIDELINES FOR ART SELECTION

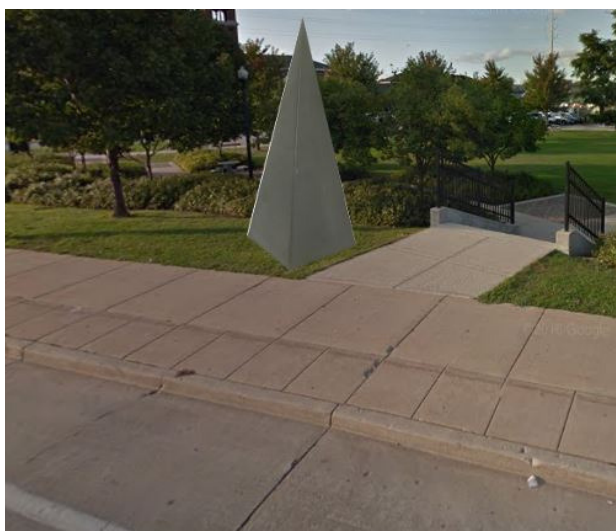
The Green Bay Public Arts Commission (GBPAC) will select artists based upon the following considerations:

- The designs submitted are high quality, engaging and creative.
- There are no legible logos, words, letters or numbers that could constitute a sign.
- The design submitted does not promote or advertise a particular community group or organization.
- The design is an original work of the artist/artist team.
- Artist ensures that they will be able to create design on sight during the installation period (TBD).

PYRAMID SIZE AND DIMENSIONS

The pyramid sculpture for this program will be constructed out of plywood and primed prior to art application.

General dimensions of each sculpture are approximately 4 feet wide x 8 feet tall. Create designs of the four-sided pyramid, as seen in the image located right.



ACCEPTED MATERIALS

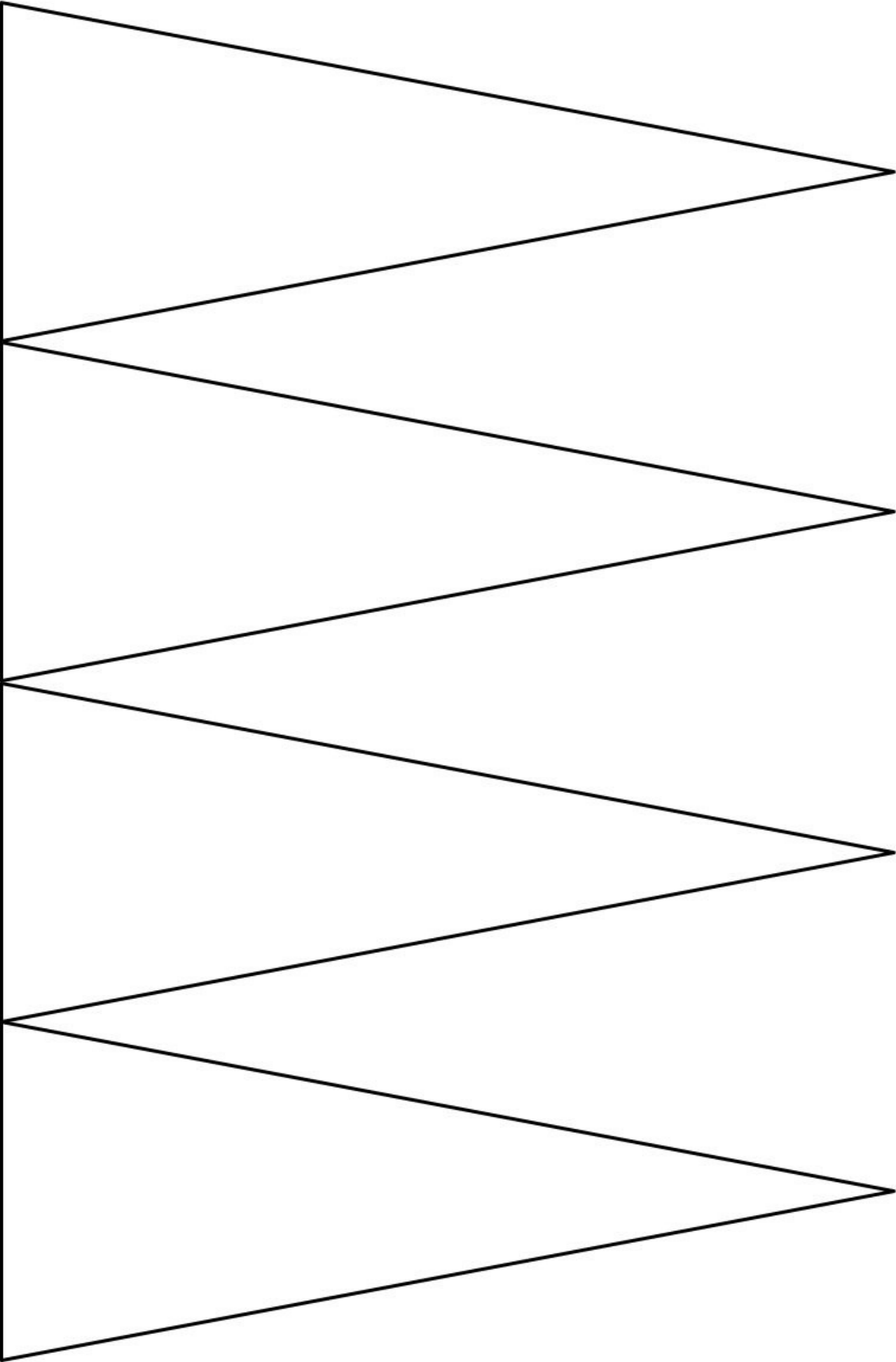
If painting, artists are required to use exterior paints and sealers. If an artist wishes to utilize a different medium other than paint to embellish the pyramid (ex. mosaic tiles, wood burning, metal, etc.), please verify with the Public Arts Coordinator for approval.

Design and application questions can be sent to the Public Arts Coordinator at: laurasc@greenbaywi.gov or phone: 920-448-3142

PAINTED PYRAMID - DESIGN SAMPLE - ALL SIDES

Design Title: _____

Dimensions of Pyramid: 8 feet tall x 4 feet wide. The pyramid will be mounted on a 6 foot diameter cement circle.



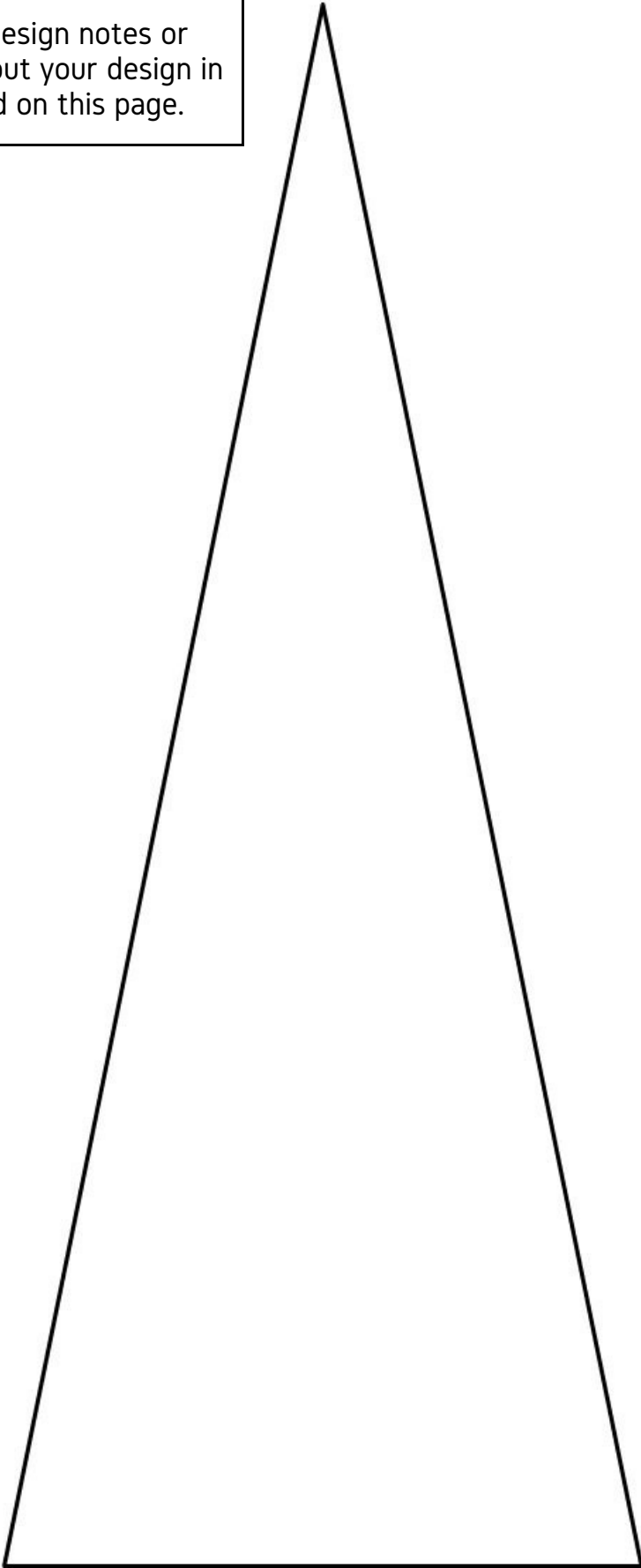
PAINTED PYRAMIDS DETAIL

DESIGN SAMPLE - SIDE A

Design Title: _____

Dimensions of Pyramid: 8 feet tall x 4 feet wide. The pyramid will be mounted on a 6 foot diameter cement circle.

Feel free to write any design notes or important information about your design in the free space provided on this page.



**DESIGN SAMPLE
SIDE A**

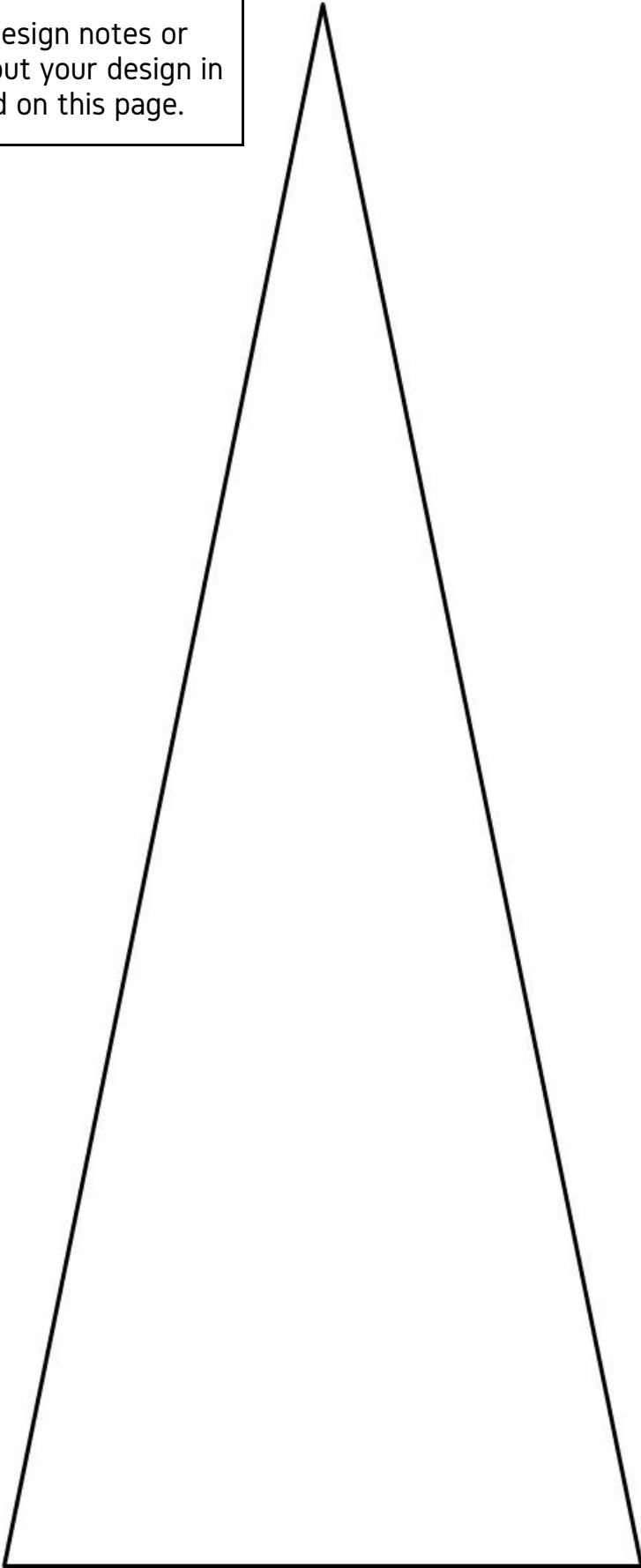
PAINTED PYRAMIDS DETAIL

DESIGN SAMPLE - SIDE B

Design Title: _____

Dimensions of Pyramid: 8 feet tall x 4 feet wide. The pyramid will be mounted on a 6 foot diameter cement circle.

Feel free to write any design notes or important information about your design in the free space provided on this page.



**DESIGN SAMPLE
SIDE B**

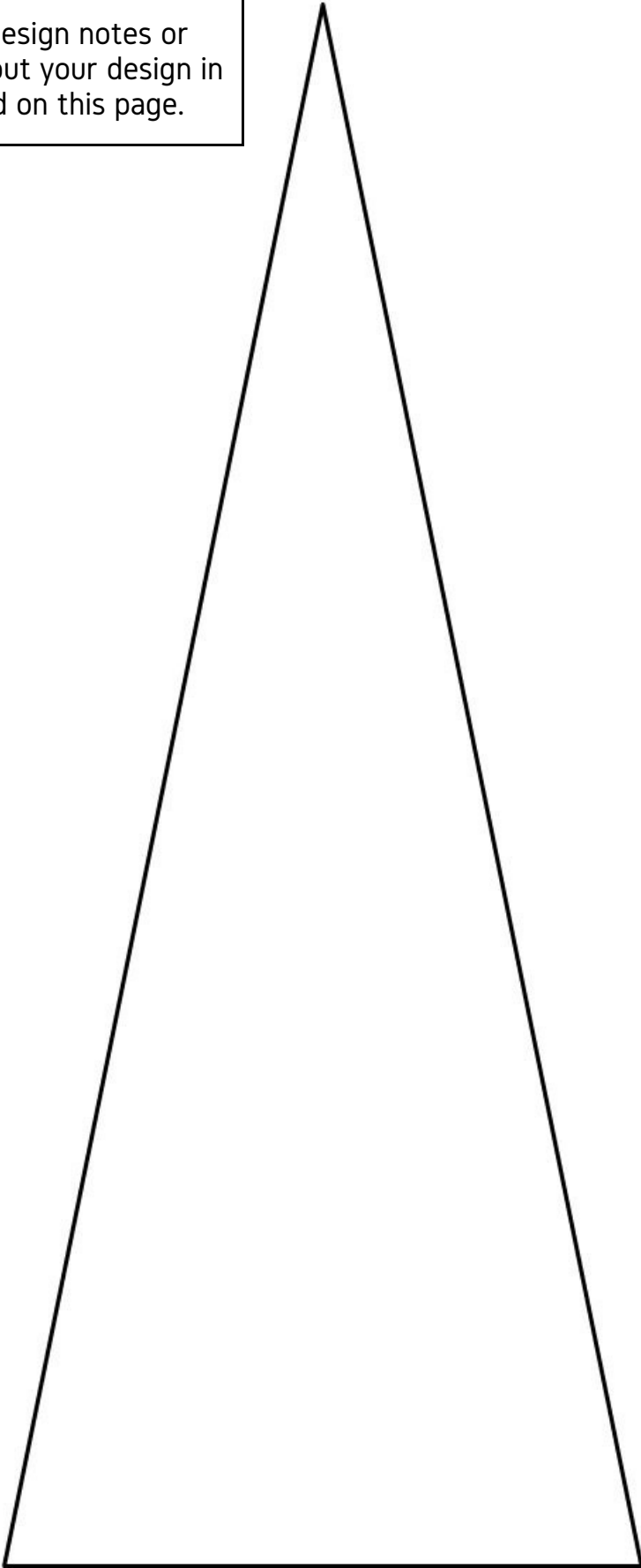
PAINTED PYRAMIDS DETAIL

DESIGN SAMPLE - SIDE C

Design Title: _____

Dimensions of Pyramid: 8 feet tall x 4 feet wide. The pyramid will be mounted on a 6 foot diameter cement circle.

Feel free to write any design notes or important information about your design in the free space provided on this page.



**DESIGN SAMPLE
SIDE C**

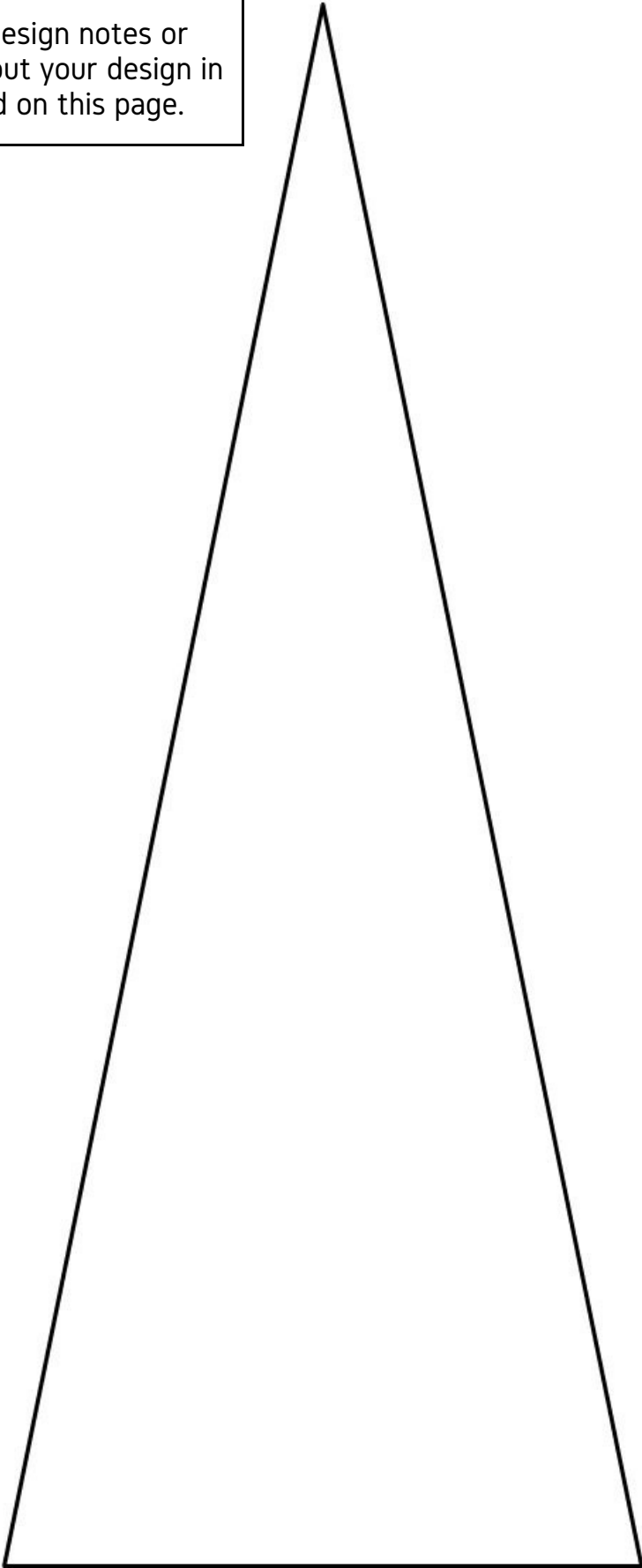
PAINTED PYRAMIDS DETAIL

DESIGN SAMPLE - SIDE D

Design Title: _____

Dimensions of Pyramid: 8 feet tall x 4 feet wide. The pyramid will be mounted on a 6 foot diameter cement circle.

Feel free to write any design notes or important information about your design in the free space provided on this page.



**DESIGN SAMPLE
SIDE D**



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

September 18, 2018

PREPARED BY

Jessica Deal, Staff

AGENDA ITEM # T.5.

To approve of creating a letter of support for Dennis Downes' *Trail Marker Tree* sculpture.

BACKGROUND

Ald. Randy Scannell previously spoke briefly about Dennis Downes and his work with Trail Marker Tree sculptures. Downes is proposing the sculpture be placed on the north side of the Ray Nitschke bridge between the Hampton Inn and the bridge. Downes is seeking a letter of support from the Green Bay Public Arts Commission to assist him in his fundraising efforts for the piece.

RECOMMENDATION

Following discussion, staff is recommending the approval of creating a letter of support for Dennis Downes' *Trail Marker Tree* sculpture.

FISCAL IMPACT

ATTACHMENTS

1. DennisDownes-TrailMarkerTreeSculpture
2. DennisDownes Biography
3. DennisDownes - Trail Marker Trees

Information collected from Great Lakes Trail Marker Tree Society Website

<http://www.greatlakestrailtreesociety.org/index.html>

What are Trail Marker Trees?

Trail Marker Trees are trees that were shaped into a specific form by man to be easily recognized and then used to aid in land and/or water navigation as well as to mark significant Native American sites. These trees would help guide Native Americans along the safest route in their journeys and would direct them in finding a variety of natural resources necessary for their way of life.

Examples of Previous Work



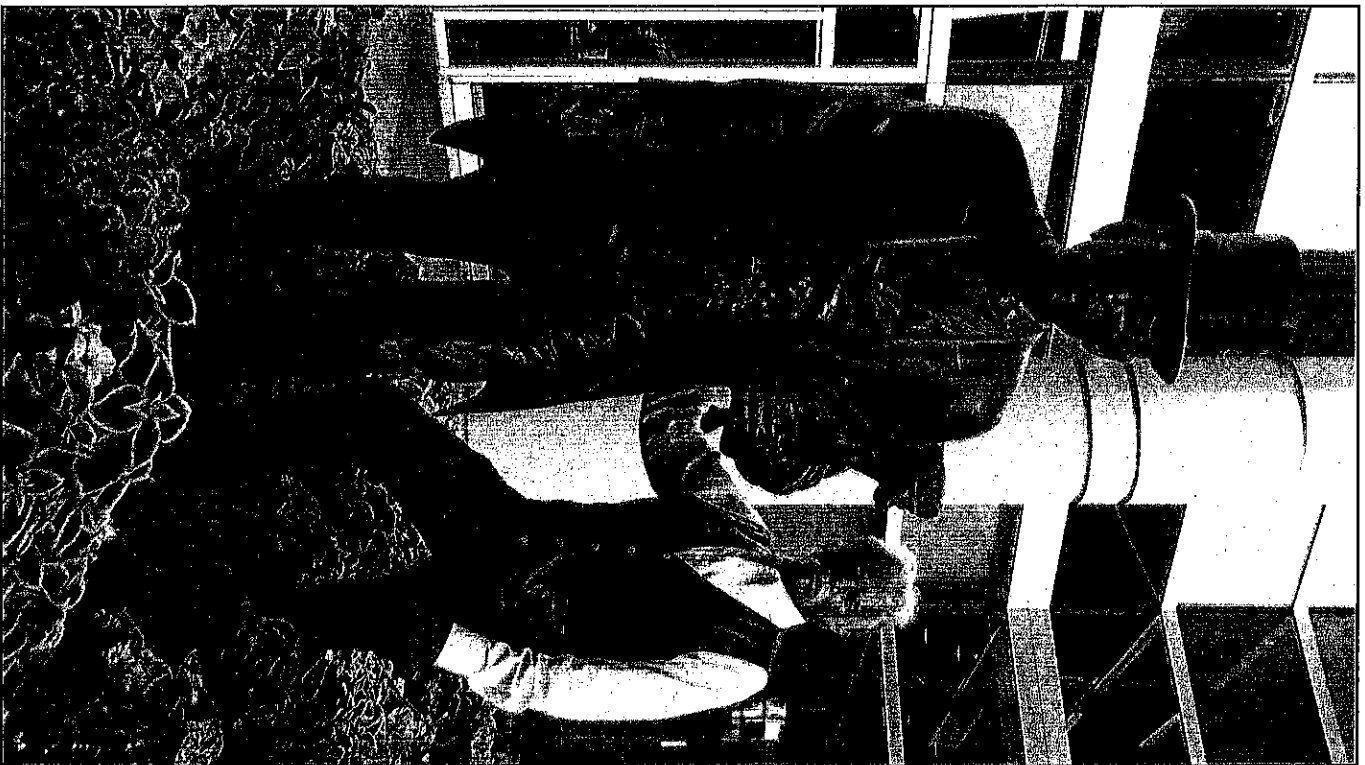
Biography

The main body of Dennis' work has been inspired by numerous research trips to ancient sites and natural wonders across the Great Lakes Region and Beyond. Dennis' travels began at a young age when he would visit his mother's people, the Basque Beriochoa Clan, living in the Idaho and Montana Rocky Mountains. His travels and historical research have inspired both his paintings and his sculptures.

Dennis' Bronze Sculptures reflect a high degree of realism; he has created pieces for both private and public commissions. Dennis has participated in over 150 solo, juried, public, and private shows, winning many honors and awards for Painting and Sculpting, in the United States and abroad over the past 30 years. Several of Dennis' sculptures and paintings are on permanent display at museums, public libraries, historical societies, and national landmarks, as well as in private collections across the country.

Dennis' artistic prowess has enabled him to continue his efforts to document and preserve Native American Trail Marker Trees, the ancient system of trail marking that he was instrumental in re-introducing to the cultures that first integrated it into this continent's landscape. He currently works out of Northeastern Illinois, as well as the Wilderness Coast of Ontario, where he is independently constructing a studio in the manner of the first indigenous inhabitants he has dedicated his life to studying.

Dennis' works have served to support and encourage the underprivileged and those in need at various charitable fundraising events for the past three decades.



Bronze Sculpture by artist Dennis Downes of
"Captain George Wellington Streeter"
Permanently Installed near Navy Pier

DOWNES

DOWNES

"The Native American Trail Marker

Trees are historical links to our past and were a part of the daily lives of many original inhabitants. Our Community is indebted to Dennis Downes for his important and inspiring efforts to discover, properly identify, and preserve these trees throughout the United States. We are honored by his commitment and support his tireless work."

Andrew Johnson, Executive Director

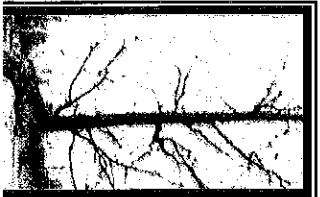
American Indian Center of Chicago (the oldest American Indian Center in the Country, representing over 100 Tribes)

TrailMarkerTree.com

DownesStudio@earthlink.net



"Native American Trail Marker Trees: Marking Paths Through the Wilder By: Dennis 'Wayagagabaw' Downes Trail Marker Trees, shaped by Native Americans, were part of an extensive land and water navigation system our country that existed long before the arrival of the first European settlers. Examples of these historic landmarks have been found all across the United States and Canada. This book is the culmination of the author's study of this ingenious form of land navigation spanning more than thirty years of life. During his travels, the author personally met with Native Americans, anthropologists, archaeologists, and local historians has dedicated much of his life to photographing and researching the history of the Trail Marker Trees. Since the release of his book, Mr. Downes received numerous awards and has been featured on Chicago Tonight with Geoffrey Baer, WGN with King, and ABC Podcasts with Janet Davies.



Detail Summary of Projects Issued

8/1/2018 to 8/31/2018

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
74218	3571 Bay Harbor Drive..22-2065	BARBARA PARMETER	BARBARA PARMETER	\$1,360.33	\$300,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY, SINGLE STORY HOME WITH ATTACHED GARAGE						
74259	205 N BEDFORD RD..21-8332	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	\$1,382.87	\$286,900.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY, SINGLE STORY WITH ATTACHED GARAGE						
74260	134 N BEDFORD RD..21-8355	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	\$906.90	\$230,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY, SINGLE STORY HOME WITH ATTACHED GARAGE						
74332	1745 CHICAGO CT..21-1293-4	GREATER GREEN BAY HABITAT FOR HUMANITY INC	HABITAT FOR HUMANITY	\$1,051.48	\$105,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY ONE STORY PLUS BASEMENT WITH ATTACHED GARAGE						
74371	3074 S SANDSTONE CT..6H-4419	ROBERT R & LAURIE J CONRAD	BARTON CORP	\$1,509.62	\$300,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY, SINGLE STORY HOME WITH ATTACHED GARAGE						
74408	2490 REMINGTON RD..21-8042	JUSTIN M BENO	BUNTIN CONSTRUCTION LLC	\$1,560.16	\$300,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY ONE-STORY HOUSE W/ATTACHED GARAGE						
74455	140 N BEDFORD RD..21-8356	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	\$1,045.96	\$265,000.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY HOME W/ATTACHED GARAGE						
74238	1510 S LOCUST ST..6-1570	KEVIN R GILLE	KEVIN R GILLE	\$75.00	\$20,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] INTERIOR ALTERATIONS						
74275	429 N MAPLE AV..5-1011	HAPPY HOME INVESTING LLC	HAPPY HOME CONTRACTING LLC	\$430.25	\$45,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] CONVERT UPPER LOWER DUPLEX INTO SINGLE FAMILY. PAINT, FLOORING, PLUMBING, ELECTRICAL, SIDING AND FENCING						
74389	1369 KELLOGG ST..6-82-A-2	TAMMY TURINO WILLIS	TAMMY TURINO WILLIS	\$300.00	\$25,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] UPDATE PLUMBING, ELECTRICAL, ROOF, INTERIOR, WINDOWS -PER COMPLAINT 85980, OWNER RENOVATED HOUSE NO PERMITS.						
74393	1126 THORNDAL ST..1-2279	RYAN DEMPSEY	RYAN DEMPSEY	\$300.00	\$40,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] INTERIOR RENOVATIONS						
74394	3181 HUMBOLDT RD..21-369	STANLEY C ZDEB & JULIE I PERRY	STANLEY C ZDEB & JULIE I PERRY	\$255.00	\$0.00	Pending
[02-434 - Single-Family Residential Building, Alteration] alter 1st and 2nd floors						
74465	112 YALE ST..3-167	WILLIAM C BAIN	BEST BUILT INC	\$225.00	\$10,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Convert existing bedroom into accessible bathroom.						
74496	932 N CLAY ST..7-199	BRETT C & CINDY L DEMARS	J ONESTI	\$175.00	\$8,700.00	Pending
[02-434 - Single-Family Residential Building, Alteration] BATH REMODEL						
74510	1143 SPENCE ST..1-1642	CLAY P CARNEY	CLAY P CARNEY	\$200.00	\$1,500.00	Pending
[02-434 - Single-Family Residential Building, Alteration] GARAGE REMODEL, REAR PORCH REMODEL, BASEMENT DEMO ONLY. ELECTRICAL WORK INCLUDED POSSIBLY WITH PORCH WORK. NO OTHER WORK WAS INCLUDED IN THE PERMIT. CLAY CARNEY OWNER WHO RESIDES AT PROPERTY TO DO WORK.						

74514	3385 COTTAGE HILL DR..22-2142	GREAT LAKES BROKERAGE INC	ARTS CUSTOM HOMES	\$335.00	\$32,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] TO INCLUDE BEDROOM						
74526	2620 SAGE DR..21-7632	JORDAN M & KATIE L SULLIVAN	STEVEN KASSNER CONSTRUCTION INC.	\$225.00	\$55,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] KITCHEN AND BASEMENT REMODEL REMODEL KITCHEN ISLAND, NEW FLOORING IN GREAT ROOM, FOYER, HALLS, NEW FIREPLACE FACE, NEW RAIL SYSTEM TO LOWER LEVEL, FINISH BAR AREA AND LOUNGE IN PARTIALLY FINISHED LL.						
74534	2785 WHIPPOORWILL DR..6H-1430-K-2	JAMES & BETTY WILLEMS	DEERVIEW CONSTRUCTION	\$50.00	\$3,700.00	Closed
[02-434 - Single-Family Residential Building, Alteration] ADDITION OF 5' X 4' BASEMENT WINDOW AND AREA WELL (W/COVER) NOT INTENDED AS AN EGRESS WINDOW FOR A ROOM MEANT FOR SLEEPING IT IS A DAYLIGHT WINDOW WITH EGRESS CAPABILITIES						
74551	748 LAVERNE DR..21-1111-D-157	DAVID & KAREN A SANCHEZ	STEVEN KASSNER CONSTRUCTION INC.	\$225.00	\$64,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] REMODEL BATH AND BEDROOM AREA REMODEL 3 BEDROOMS TO CREATE MASTER SUITE AND UTILITY ROOM						
74564	1100 CROOKS ST..14-1037	SHAYNE S DAWE	SHAYNE S DAWE	\$180.00	\$1,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] REMOVE EXISTING SHEETROCK, UPDATE ELECTRICAL, RE-SHEETROCK AND PLASTER. ADD BATHROOM						
74583	1177 SHAWANO AV..3-1019-1	PATRICIA A FARLEY ROWLING	CSG BUILDNG	\$50.00	\$65,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] INTERIOR DEMO ONLY MADE INSPECTION PLAN IN IN THE PROJECT FOLDER, CONTRACTOR WAS MET AND THE PROJECT WAS REVIEWED. THERE IS NO STRUCTURAL BEING DONE, A SLIDING DOOR WAS INSTALL PREVIOUSLY, AND WILL BE CODE COMPLIANT. SEE DRAG FILE FOR SCOPE OF WORK. CONTRACTOR KNOWS THAT ANOTHER APPLICATION FORM WILL NEED TO BE SUBMITTED WITH ALL PERMITS FROM THE TRADES PERSONS ALONG WITH PLUMBING AND HTG CALCS. A DEMO PERMIT WAS ALLOWED TO BE ISSUED PER BRENDA S. AGAIN SEE PROJECT DRAG FILE.						
74623	111 CLEVELAND ST..3-246	NENG VANG & NOU LEE	SERVICE MASTER RECOVERY BY RESTORATION HOLDING	\$300.00	\$110,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] NO STRUCTUAL DAMAGE, NO TRUSS REPAIR. ONLY DRYWALL, PLUMBING AND ELECTRICAL.						
74586	1708 13th AV..1-1306	PHILLIP J VAN ZEELAND	PHILLIP J VAN ZEELAND	\$155.00	\$6,000.00	Pending
[03-434 - Addition to Single-Multi Family Residential Units) ADDING A SHED ROOF ADDITION TO BACK OF GARAGE AND ADDING A DINING ROOM ADDITION TO BACK OF HOUSE						
74204	1335 E MASON ST..17-431	DMG GREEN BAY HOLDINGS LLC	BADGERLAND DEMOLITION	\$175.00	\$8,000.00	Pending
[05-645 - Raze Sungle-Family house(attached or detached)] Raze house						
74205	1337 E MASON ST..17-430	DMG GREEN BAY HOLDINGS LLC	BADGERLAND DEMOLITION	\$175.00	\$24,000.00	Pending
[05-645 - Raze Sungle-Family house(attached or detached)] Raze house						
74206	1365 E MASON ST..17-427	DMG GREEN BAY HOLDINGS LLC	BADGERLAND DEMOLITION	\$175.00	\$6,500.00	Pending
[05-645 - Raze Sungle-Family house(attached or detached)] Raze house						
74207	1351 E MASON ST..17-429	DMG GREEN BAY HOLDINGS LLC	BADGERLAND DEMOLITION	\$175.00	\$9,000.00	Pending
[05-645 - Raze Sungle-Family house(attached or detached)] Raze house						
74208	1357 E MASON ST..17-428	DMG GREEN BAY HOLDINGS LLC	BADGERLAND DEMOLITION	\$175.00	\$9,000.00	Pending
[05-645 - Raze Sungle-Family house(attached or detached)] Raze house						
74372	3731 FINGER RD..21-22	CITY OF GREEN BAY-CLERK	BADGERLAND DEMOLITION	\$175.00	\$15,800.00	Pending
[05-645 - Raze Sungle-Family house(attached or detached)] Raze house						
74569	535 ST. GEORGE ST..7-666	REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY	THE REMODEL SHOP	\$0.00	\$0.00	Pending
[05-645 - Raze Sungle-Family house(attached or detached)]						
73924	1660 CHRISTIANA ST..6-374	HOUSE OF HOPE GREEN BAY INC	MIRON CONSTRUCTION	\$2,729.73	\$950,000.00	Pending
[10-434 - Multi-Family Residential Building Alteration] -To include demolition of house as part of Site Plan approval / EC approval. -EC Permit approved, in drag file. -SWMP approved, no bond needed.						
74489	2681 HUMBOLDT RD..21-1236-1	BRZEZINSKI PROPERTIES V LLC	VAN RITE & FATHER INC	\$380.00	\$54,000.00	Pending

[10-434 - Multi-Family Residential Building Alteration] FIRE RESTORATION 2 UNITS

73518	2019 TECHNOLOGY WAY..21-252	UNIVERSITY OF WISCONSIN BOARD OF REGENTS	MIRON CONSTRUCTION	\$24,118.14	\$0.00	Pending
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[11-326 - schools, other educational(schools, libraries, academics, universities, museums, observatories)] UWGB - Stem Innovation Building

74556	1369 9th ST..6-203	PEOTTER PROPERTIES LLC	MODERN BUILT HOMES	\$139.38	\$0.00	Pending
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[11-328 - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories).] REBUILDING THE GREENHOUSE AFTER THE SNOW STORM IN APRIL 2018 DESTROYED IT

72967	340 N BROADWAY , Unit: SUITE 165..5-1752	DDL HOLDINGS LLC	ALLIANCE CONSTRUCTION & DESIGN	\$986.67	\$72,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Plan review for suites 165 and 170.

72971	2230 MAIN ST , Unit: SUITE C..21-457-6	2230 MAIN STREET LLC	SMET CONSTRUCTION	\$1,419.04	\$160,000.00	Closed
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] This is the final stage of tenant build out. Phase 2 build out was only for bathrooms and a few walls. Additional walls and doors will need to be created under this phase (Phase 3) for the the actual tenant build out. Why they chose to build it in 3 phases (Phase 1 - building shell, Phase 2 - tenant shell bathrooms and Phase 3 - actual tenant buildout has to do with the landlord/tenant agreements, but it will add more cost as this phase is being charged at building 1 rates and the actual tenant build out will be charged at building 2 rates. - PaulVC 3/29/2018

73208	2900 CURRY LN..21-282-1	CURATIVE REHABILITATION CENTER OF GREEN BAY INC	MIRON CONSTRUCTION	\$28,260.58	\$0.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] No EC / SWM required.
-MIRON TO START DEMO ON 8/16/18 AND IS GETTING CHECK CUT FOR PERMIT BUT DOES NOT HAVE IT IN HAND AND WILL PICK UP BUILDING PERMIT ASAP ONCE CHECK IS CUT.

73716	1505 W MASON ST..6-169	AAM GREEN BAY PLAZA LLC	TOWER COMMERCIAL CONSTRUCTION	\$360.00	\$30,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Minor interior alterations

73902	115-3 PINE ST..12-373	WATERMARK OWNER LLC	MIRON CONSTRUCTION	\$6,497.13	\$1,800,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Tenant buildout for ISG - Tenant intends to build out 2/3 of the 3rd floor and in a few years, build out the rest fo teh 3rd floor. Therefore, the address is 115-3 Pine Street, not 115-3A Pine Street

74015	840 S BROADWAY..2-188	MJELDE LLC	ZSK ENTERPRISE INC	\$610.00	\$2,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Removing existing cooler in a concrete room and making the room into a walk in beer cooler.

74036	110 N WASHINGTON ST ..12-354	202 CHERRY STREET LLC	THE REDMOND CO	\$1,378.00	\$275,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] New tenant buildout - NO PLUMBING PLAN review required, less than the required fixtures being installed. PLUMBING PERMIT is required though. - PaulVC

74059	631 BELLEVUE ST..21-1916	JASON E CHARLES	JASON E CHARLES	\$590.00	\$3,500.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] BEER GARDEN PATIO ADDITION

74104	3170 YEAGER DR..21-180-16	LNRE PARTNERS LLC	SCHUH CONSTRUCTION	\$540.00	\$32,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Adding a nitrogen tank and a high speed door.

74188	123 N OAKLAND AV..3-1068	A COMMUNITY OF HEALING LLC	A COMMUNITY OF HEALING	\$360.00	\$0.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] DOUBLE FEE PERMITS. All work being done without a permit. When initial parking lot project was pulled, I specifically asked what else was being done at the site. HE stated, only painting, rugs, etc. which are not permitted activities. They have added doors, built a access ramp, performing electrical alterations, etc. We spoke with Vanesa regarding this on week of 7/16/2018. Then on 7/18/18 around 2:10 we (Rob Cormier and me) talked with her again and asked if they are already using the building. She said yes and we informed her that they should not be as we have no building of HVAC plans for the work performed. Rob is stopping by the building this afternoon to assess the situation. - PaulVC 7/18/18

74343	831 RADISSON ST..20-678	GREEN BAY PACKAGING INC	CD SMITH CONSTRUCTION	\$3,274.15	\$860,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] ROOF STRUCTURE REPLACEMENT

74353	501 EASTMAN AV..20-123	PROCTER & GAMBLE PAPER	BILFINGER INDUSTRIAL SERVICES INC	\$1,572.00	\$2,400,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] ROOF AND DRAINS - B74 AND B77

74481	744 S WEBSTER AV..14-825	BELLIN MEMORIAL HOSPITAL	IEI GENERAL CONTRACTORS	\$677.50	\$450,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] REMODELING WORK TO CREATE A NEW CT/PET AREA, WORK WILL ROUGHLY COVER 1,500 SQ OF FLOOR SPACE

74604	2845 GREENBRIER RD..21-161-2	AURORA HEALTH CARE INC	PHILIPPE QUALITY CONSTRUCTION	\$220.00	\$10,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] 2nd floor sterile storage room alteration. State approved plans, will be emailed to me Tuesday of next week,

74494	1640 W MASON ST..6-150-1	TOYS R US INC	SPIRIT HALLOWEEN	\$240.00	\$0.00	Pending
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[16-*** - Temporary Office or Trailer
] HALLOWEEN STORE OPEN AUGUST 29 AND CLOSE NOV2, GONE NOV 15

74504	1255 ONTARIO RD..21-180-11	GLOBAL OPTICS INC	BIEBLES CATERING	\$70.00	\$0.00	Pending
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[16-*** - Temporary Office or Trailer
] 30X45 TENT

74521	1158 S MILITARY AV..6-511-A	BESTER DEV CO LLP	GREG GERING	\$70.00	\$500.00	Pending
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[16-*** - Temporary Office or Trailer
] 40 ft. x 60 ft. TENT - UP ON 08/22/2018 DOWN ON 10/10/2018

74609	2001 HOLMGREN WAY..1-1841-B-2	M W D M LLC	THE BAR HOLMGREN WAY	\$70.00	\$700.00	Pending
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[16-*** - Temporary Office or Trailer
] 40' X 12' TEMPORARY TENT TO REMOVE AFTER EACH PACKER HOME GAME

74221	1415 GRIGNON ST..17-654	HEATHER L GRAUNKE	HEATHER L GRAUNKE	\$300.00	\$0.00	Pending
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[17-438 - New Garage or Carport] Garage built, no permits per 86841.

heather.graunke@gmail.com

74368	1683 WEDGEWOOD DR..6-1815	JASON ERIC MICOLEY	T.E. CONSTRUCTION	\$150.00	\$20,000.00	Pending
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[17-438 - New Garage or Carport] 26X26
-To include Raze of old garage.

74388	400 12th AV..3-830	JUDITH A STUBBLE	JUDITH A STUBBLE	\$150.00	\$12,000.00	Pending
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[17-438 - New Garage or Carport]

74445	965 ROSCOE ST..1-346	KEVIN C & SHAREL K WATERMOLEN	AMERICAN GARAGE BUILDERS	\$100.00	\$18,500.00	Pending
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[17-438 - New Garage or Carport] 24X24
-TO INCLUDE RAZE OF OLD GARAGE.

74478	1333 GROSS AV..1-303	MARK WEGNER	MARK WEGNER	\$75.00	\$0.00	Pending
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[17-438 - New Garage or Carport] NEW 22X22' GARAGE IN SAME LOCATION

74522	806 NEVILLE AV..18-383	JOSEPH R SCHILTZ & ASHLEY E DAVIS	JOSEPH R SCHILTZ & ASHLEY E DAVIS	\$169.92	\$20,000.00	Pending
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[17-438 - New Garage or Carport] 16'x46' GARAGE

74532	805 ROYAL BLVD..18-1306	KAYLA A KUJAVA	KAYLA A KUJAVA	\$50.00	\$0.00	Pending
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[17-438 - New Garage or Carport] RAZE

74550	1418 10th AV..1-1760	BENJAMIN J KRUMP & AMANDA D RETZAK KRUMP	AMERICAN GARAGE BUILDERS	\$107.00	\$21,000.00	Pending
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[17-438 - New Garage or Carport] 20'X30' det. garage

74170	506 16th AV..2-704	ZACHARY BOLDT	ZACHARY BOLDT	\$75.00	\$7,000.00	Pending
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[18-438 - Remodel Garage or carport or Shed] REMOVE EXISTING PORCH AND REPLACE WITH NEW DECK AND ENCLOSE IT. INSTALL 2 FIRE RATED DOORS

74432	1194 SHADOW LN..1-2506	JOHN E GLOECKLER	JOHN E GLOECKLER	\$50.00	\$20,000.00	Pending
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[18-438 - Remodel Garage or carport or Shed] ADD (2) 6' X 7' OVERHEAD GARAGE DOORS AND ADD APPROX. 20' X 30' PATIO AREA AT REAR OF EXISTING GARAGE
--INSTALLING OVERHEAD DOOR FROM GARAGE(ADD (2) 6' X 7' OVERHEAD GARAGE DOORS) TO 6" DECK OVER EXISTING CONCRETE SLAB, THEN CONCRETE PATIO ADDITION AFTER THAT. NON EGRESS FOR DECK

74471	348 E LE CAPITAIN CIR..21-4791	ADAM & AMY HEISER	BOMSKI CONSTRUCTION	\$130.00	\$20,000.00	Pending
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[19-438 - Addition to Garage, Carport (Residential)] 24' X 14' DECK AND 22' X 24' GARAGE ADDITION (ATTACHED)

74501	110 N ASHLAND AV..4-236	ELEANOR SIEBER	ELEANOR SIEBER	\$50.00	\$600.00	Pending
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[21-649 - Demolition of all Other Buildings or Structures] SLAB TO REMAIN FOR PARKING.

74590	802 9th ST..1-602	ROBERT GOODLETSON %BYRON CUMMINS	ROBERT GOODLETSON %BYRON CUMMINS	\$50.00	\$200.00	Pending
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[21-649 - Demolition of all Other Buildings or Structures] RAZE SHED

74030	2468 WEST POINT RD..6H-1683	THOMAS L & NANCY R DUDEK	THOMAS L & NANCY R DUDEK	\$75.00	\$1,000.00	Pending
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[22-328 - Shed, Yard Building] 12' x 16' JUST OUT OF FLOOD PLAIN - FIRST STOP SECTION NEAR HOME

74355	425 GILBERT CT..21-6668-49 [22-328 - Shed, Yard Building] Stick build 14x20(280 sf)	JEFFREY J & JULIE A RENTMEESTER	JEFFREY J & JULIE A RENTMEESTER	\$50.00	\$3,000.00	Closed
74421	261 SUMAC DR..6H-2563 [22-328 - Shed, Yard Building] 12X16 PREFAB	DANIEL J & CHRISTINE L LINNANE	CEDAR CREEK PORTABLE STORAGE	\$50.00	\$3,000.00	Pending
74429	1130 THORNDALE ST..1-2278 [22-328 - Shed, Yard Building] SHED	GLENN M & PATTI DIONNE	GLENN M & PATTI DIONNE	\$50.00	\$2,800.00	Pending
74436	1042 NEWTOLS ST..21-2704-E-4 [22-328 - Shed, Yard Building] SHED	ROSENDO AVILA MARTINEZ & IRENE H AVILA	ROSENDO AVILA MARTINEZ & IRENE H AVILA	\$50.00	\$900.00	Pending
74448	1597 JAY LN..1-2100 [22-328 - Shed, Yard Building] 10X12 METAL ON GRAVEL PAD.	JAMES A & DARLENE A DEGROOT	SUNNY VIEW STORAGE SHED LLC	\$50.00	\$4,000.00	Pending
74474	107 N RIDGE RD..3-1044-A-3 [22-328 - Shed, Yard Building] 10' X 12' SHED	ALLEN J & SHERYL K DOHNALIK	ALLEN J & SHERYL K DOHNALIK	\$50.00	\$1,000.00	Pending
74517	619 ROLLING GREEN DR..6H-2632 [22-328 - Shed, Yard Building] 12x8 prefab shed INSTALLING A 12' X 8' SHED IN BACK YARD. WOOD PLATFORM OVER 4" GRAVEL WITH 4-30" AUGUER ANCHORS	ADAM R GAUGH	ADAM R GAUGH	\$50.00	\$1,500.00	Pending
74524	1300 EDGEWOOD DR..21-3558 [22-328 - Shed, Yard Building] 10'x10' SHED	SHERRI M BUSTAMANTE SALDANA	SHERRI M BUSTAMANTE SALDANA	\$100.00	\$800.00	Pending
74544	1030 S CLAY ST..17-37 [22-328 - Shed, Yard Building] SEE PERMIT	MEGHAN L SCANLAN	MEGHAN L SCANLAN	\$75.00	\$3,200.00	Pending
74560	1605 ACORN DR..6H-1603 [22-328 - Shed, Yard Building] 8/30/2018: CALLED THE NUMBER FOR CONTRACTOR LISTED ON PERMIT. RCVD A VM. LEFT A VM THAT THE SHEDS MUST BE 3' APART AND THAT I WOULD FOLLOW UP WHEN I GET BACK ON TUESDSAY WITH A LETTER AND WILL REVISE THE SITE PLAN. (DONNA).	JALA INVESTMENTS LLC	ANDERSON BASEMENT REPAIR INC	\$100.00	\$18,000.00	Pending
74603	526 MENLO PARK RD..21-3855 [22-328 - Shed, Yard Building] 10X8, WOOD	ROBERT W VANDER HEYDEN	ROBERT W VANDER HEYDEN	\$50.00	\$800.00	Pending
74007	1737 EAST SHORE CIR..21-436-1 [23-434 - Deck, Porch, Patio] 550 sf	LEANN M SEIDL-KOLLMER & SETH M KOLLMER	LEANN M SEIDL-KOLLMER & SETH M KOLLMER	\$75.00	\$4,000.00	Pending
74069	167 EDMUND DR..21-6993 [23-434 - Deck, Porch, Patio] DECK 21x16	RICHARD & KATHY HUMMEL	CREATIVE DECK & GAZEBO'S	\$100.00	\$20,000.00	Pending
74341	2965 SANDIA DR..6H-2822 [23-434 - Deck, Porch, Patio] 13X18	KATHLEEN J FORD	MCGINN CONSTRUCTION LLC	\$50.00	\$1,500.00	Closed
74378	1009 S ROOSEVELT ST..17-280 [23-434 - Deck, Porch, Patio] 20x24	JOHN M MULLER REVOCABLE TRUST	GARY BASTEN CONSTRUCTION	\$50.00	\$5,475.00	Closed
74435	908 ELMORE ST..5-252 [23-434 - Deck, Porch, Patio] MOSTLY REPAIR BUT NOTHING REALLY STRUCTUAL WITH EXISTING POSTS. REPAIRING RAILING AND STEPS BUT WILL RQUIRE PERMIT TO ENSURE IT IS PROPERLY REPAIRED. LANDING IS ALREADY AT LEAST 3X3.	DONALD/SHAIRMAINE SOCHA	HANDYMAN UNLIMITED LLC	\$50.00	\$100.00	Pending
74457	1583 EDISON ST..8-636 [23-434 - Deck, Porch, Patio] RAMP TO BE USED FOR 6-12 MONTHS	THERESA L & DAMIAN K SLAVEK	THERESA L & DAMIAN K SLAVEK	\$50.00	\$750.00	Pending
74463	1165 9th ST..1-413 [23-434 - Deck, Porch, Patio] DECK	MARIA A ST AUBIN	MARIA A ST AUBIN	\$100.00	\$700.00	Pending

74490	470 LAURA ST..21-1304-5 [23-434 - Deck, Porch, Patio] GABLE OVR FRONT DOOR	MANUEL B & FRIDA D LOPEZ	MANUEL B & FRIDA D LOPEZ	\$75.00	\$1,500.00	Pending
74512	1700 CHATEAU DR..6-1556 [23-434 - Deck, Porch, Patio] 12x10	SQUIRES REVOCABLE TRUST	CREATIVE DECK & GAZEBO'S	\$50.00	\$6,200.00	Pending
74518	800 ROYAL BLVD..18-1338 [23-434 - Deck, Porch, Patio] 16'x14' DECK REMOVE OLD DECK	BRENDA J STELLBRINK	TUNDRALAND	\$100.00	\$27,590.00	Pending
74520	1024 12th AV..2-851 [23-434 - Deck, Porch, Patio] 20 X 20 PATIO	KIT & LAURA L VANDEHEUVEL	KIT & LAURA L VANDEHEUVEL	\$50.00	\$500.00	Pending
74547	1059 CLAYTON PL..21-417-3 [23-434 - Deck, Porch, Patio] ADDITION OF A 24 X 14 X 21 DECK ATTACHED TO HOUSE.	EARL P LALUZERNE	EARL P LALUZERNE	\$100.00	\$3,500.00	Pending
74548	137 N OAKLAND AV..3-1070 [23-434 - Deck, Porch, Patio] REPLACE AND REPAIR STOOP	STEVEN G OLSON & PATRICIA A BURY	STEVEN G OLSON & PATRICIA A BURY	\$75.00	\$2,000.00	Pending
74553	158 N OAKLAND AV..4-137 [23-434 - Deck, Porch, Patio] replace joists and flooring and guardrail	SUZANNE M BAL	BAY CUSTOM ROOFING & SIDING	\$50.00	\$1,500.00	Pending
74567	1500 KATERS DR..6-1975 [23-434 - Deck, Porch, Patio] REFACE CURRENT DECK AND RAILINGS	SHIRLEY A SCHMIDT	TUNDRALAND	\$100.00	\$15,099.00	Pending
74619	510 N NORWOOD AV..5-1230 [23-434 - Deck, Porch, Patio] REAR DECK/PORCH BUILD. PROJECT ALREADY COMPLETED PER 86158.	KENNETH J PEREZ	CR CONSTRUCTION	\$100.00	\$500.00	Pending
74620	2650-2652 HUMBOLDT RD..21-1242-3 [23-434 - Deck, Porch, Patio] PUT 2 FT. X 4. FT ALONG SIDE OF 4 FT. X 4 FT. POST ON DECK POSTS REPAIRED -PROJECT ALREADY STARTED PER 88134	JOHN P ZIMONICK	OWNER	\$50.00	\$5.00	Pending
74314	3065 SITKA ST..21-52 [25-329 - Swimming Pool] SWIMMING POOL	DANIEL A SCHMIDT	NEUMAN POOLS, INC	\$380.00	\$4,931,676.00	Pending
74411	1427 BEAUCHAMP ST..1-396 [28-434 - Foundation Repair] REPAIR FOUNDATION WALLS AND MOVING NON BEARING WALL	ANDREW J & JANE A BASTEN	ANDREW J & JANE A BASTEN	\$50.00	\$4,000.00	Pending
74415	2613 FORESTVILLE DR..6H-1782 [28-434 - Foundation Repair] SOUTH WALL - 75 FEET.	REV EARL L & SARAH SMITH	GARY BASTEN CONSTRUCTION	\$50.00	\$19,835.00	Pending
74417	1116 13th AV..1-741 [28-434 - Foundation Repair] 32 FEET OF NORTH WALL AND 4 FEET OF WEST WALL	CRISTINA RICHARDS	GARY BASTEN CONSTRUCTION	\$50.00	\$13,625.00	Pending
74456	1221 GRIGNON ST..17-257 [28-434 - Foundation Repair] 60' INTERIOR WATER CONTROL WITH INSTALLATION OF DRAIN TILE.	DEANNE M KEYSER	BASEMENT REPAIR SPECIALISTS, LLC	\$50.00	\$3,052.00	Pending
74485	844 HOWARD ST..3-950 [28-434 - Foundation Repair] FOUNDATION REPAIR	CTA VENTURES LLC	ANDERSON BASEMENT REPAIR INC	\$50.00	\$11,000.00	Pending
74486	1866 BURNS AV..6-155-E [28-434 - Foundation Repair] FOUNDATION REPAIR AND REPLACE EGRESS WINDOW	JOSHUA J & CRISTINA P LAMBERT	ANDERSON BASEMENT REPAIR INC	\$50.00	\$7,120.00	Closed
74519	1724 13th AV..1-1308-A [28-434 - Foundation Repair] FOUNDATION REPAIR - WATERPROOF BASEMENT WALLS (SOUTH HALL)	JUDY LOESCHER	LARRY VAN RITE TRUCKING & EXCAVATING	\$50.00	\$5,600.00	Pending

74330	800-802 DOTY ST..14-697	DOTY JACKSON LLC	H & S LLC	\$70.00	\$15,500.00	Pending
[33-*** - Roofing] NEW ROOF						
74352	1016 N MILITARY AV..6-2777	SUMMIT MARLA VISTA GARDENS LLC	ALL-WEATHER SOLUTIONS	\$70.00	\$34,800.00	Pending
[33-*** - Roofing] NEW SHINGLES						
74379	1840 BOND ST..6-60-1	BAY CITY BAPTIST CHURCH INC	AJR CONSTRUCTION LLC	\$70.00	\$98,000.00	Pending
[33-*** - Roofing] REPLACE ASPHALT ROOF						
74469	845 HOWARD ST..3-959	MELISSA PETERS	ALL STAR HOME EXTERIORS	\$50.00	\$4,630.00	Pending
[33-*** - Roofing] PROJECT IS MORE THAN SHINGLES AND WILL BE REPLACING PARTS OF ROOF MATERIAL/SHEATHING BOARD SO SOME STRUCTUAL TO KICK IN PERMIT.						
73416	1681 KENNEDY DR..6-2739	JEFFREY C & DEBRA K AUSTIN	DELAHAUT CONCRETE	\$100.00	\$3,000.00	Closed
[35-*** - Driveway Expansion] VARIANCE REQUEST - TO HAVE PARKING IN FRONT SETBACK OF HOUSE BEYOND THE 2 FEET ON DOUBLE OVERHEAD DOOR.						
73488	1341 DAY ST..7-160	ANGEL DEJESUS LOPEZ	DEREK FAIREY	\$50.00	\$2,340.00	Pending
[35-*** - Driveway Expansion] WAS GRAVEL, WILL BE ASPHALT.						
74033	411 NEWHALL ST..19-191	MARY J KLEIN	JOHNSON CONCRETE CONSTRUCTION	\$50.00	\$3,000.00	Pending
[35-*** - Driveway Expansion] VARIANCE TO BE OVER 50% IMPERVIOUS ADDING ON TO EXISTING DRIVEWAY.						
74141	1724 JUNIPER DR..21-1110-M-122	SCHAUER PHILIP J & LAURIE J IRREVOCABLE TRUST	SCHAUER PHILIP J & LAURIE J IRREVOCABLE TRUST	\$50.00	\$0.00	Pending
[35-*** - Driveway Expansion] Variance for expanding driveway past 2 feet beyond 2 stall garage door. Will be going for 5' 10 "						
74385	2509 TROJAN DR..6H-2078	DAVID J LASEE	DAVID J LASEE	\$50.00	\$1,100.00	Pending
[35-*** - Driveway Expansion] VARIANCE REQUEST TO EXPAND BEYOND 2' PAST 2 STALL GARAGE. ALSO ONLY 2' SIDE YARD SETBACK						
74397	1875 GARY LN..6-2128	BRIAN S WILLIAMSEN	BRIAN S WILLIAMSEN	\$50.00	\$8,000.00	Pending
[35-*** - Driveway Expansion] ADD ON TO THE EXISTING DRIVEWAY FOR ADDITIONAL PARKING PLUS POUR A PAD NEXT TO THE GARAGE FOR RECREATIONAL VEHICAL PARKING AND REPLACE THE BACK PATIO BLOCK WITH A CEMENT SLAB.						
74426	1261 MATHER ST..5-1710	ADAM WILLEMS	ADAM WILLEMS	\$50.00	\$5,000.00	Pending
[35-*** - Driveway Expansion] REPLACE EXISTING DRIVEWAY IN SAME LOCATION						
74459	2011 ZEISE AV..21-2445-P-24	MARTHA CUEVAS ROSALES	MARTHA CUEVAS ROSALES	\$50.00	\$4,800.00	Pending
[35-*** - Driveway Expansion] REPLACE DRIVE AND WIDEN IT						
74464	847 MEACHAM ST..2-1286	DEBRA LYN DENO	DEBRA LYN DENO	\$50.00	\$2,000.00	Pending
[35-*** - Driveway Expansion] DRIVEWAY EXPANSION						
74476	1837 EASTMAN AV..21-1187-1	JORGE SANCHEZ RAMIREZ	JORGE SANCHEZ RAMIREZ	\$50.00	\$500.00	Pending
[35-*** - Driveway Expansion] CONCRETE EXISTING GRAVEL DRIVE (VERIFY 2'6" SETBACK)						
74493	223 12th AV..3-530	THOMAS F & ELAINE B DELSART	THOMAS F & ELAINE B DELSART	\$50.00	\$500.00	Pending
[35-*** - Driveway Expansion] EXPANDED 2' BY 60						
74523	1132 DOUSMAN ST..5-842	THOMAS J & DEBORAH L HYNEK	BAETEN CONCRETE LLC	\$50.00	\$5,300.00	Pending
[35-*** - Driveway Expansion] NEW DRIVE WAY W/ PATIO						
74527	1167 LIBERTY ST..1-2465	JANE A KOZLIK	JANE A KOZLIK	\$50.00	\$3,500.00	Pending
[35-*** - Driveway Expansion] REPLACING EXISTING DRIVEWAY						
74541	1131 S VAN BUREN ST..16-320	MARGUERITE A GRUNWALD	MARGUERITE A GRUNWALD	\$50.00	\$2,000.00	Pending
[35-*** - Driveway Expansion] REPLACE DRIVEWAY IN EXISTING LOCATION AND FROM SIDEWALK WITH LICENSED CONTRACTOR						
74608	416 PARK ST..5-1684	BRANDON M LEALIOU	BRANDON M LEALIOU	\$50.00	\$2,000.00	Pending

[35-*** - Driveway Expansion] CONCRETE EXPANSION ALONG SIDE OF GARAGE

74344	1115 S QUINCY ST..16-208	DEAN J RE	BAYSHORE DEVELOPMENT	\$50.00	\$6,000.00	Pending
[36-*** - Fence] 6' CEDAR						
74356	3372 COTTAGE HILL DR..22-2120	RANDALL S & JULIE A HAWKINS	CUSTOM FENCE	\$50.00	\$3,366.00	Pending
[36-*** - Fence] 6' VINYL FENCE IN REAR						
74409	2897 TRADEWINDS TR..6H-2889	DANIEL J & DEBRA J BARRY	DANIEL J & DEBRA J BARRY	\$50.00	\$900.00	Pending
[36-*** - Fence] 6' WOOD FENCE						
74410	930 LIBERTY ST..1-1361-A	NANCY H NOVROSKY	NORTHERN FENCE INC	\$50.00	\$2,030.00	Pending
[36-*** - Fence] 3' AND 6' WOOD FENCE						
74418	3603 STANFORD DR..21-240-5	BRESKA JOHN & DEBORAH REVOCABLE TRUST	FOX VALLEY FENCING LLC	\$50.00	\$14,500.00	Pending
[36-*** - Fence] FENCE						
74425	323 N ONEIDA ST..5-872	LINDSEY & BRITTNEY MERTENS	LINDSEY & BRITTNEY MERTENS	\$50.00	\$1,000.00	Pending
[36-*** - Fence] FENCE						
74468	1040 N LOCUST ST..6-1095	LORIE S POTVIN	CUSTOM FENCE	\$50.00	\$2,300.00	Pending
[36-*** - Fence] 5' CHAINLINK IN REAR						
74472	2961 HUMBOLDT RD..21-1111-D-122	EMILY A SCHEEL	EMILY A SCHEEL	\$50.00	\$13,000.00	Pending
[36-*** - Fence] RETAINING WALL						
74482	1228 14th AV..1-1449	KIM M MARTIN	KIM M MARTIN	\$50.00	\$800.00	Pending
[36-*** - Fence] FINISH PRIVACY FENCE ALONG SOUTH SIDE OF PROPERTY AND ALONG WEST SIDE OF PROPERTY						
74487	1003 HOWARD ST..3-501	RUESCH MANAGEMENT SYSTEMS LLC	RUESCH MANAGEMENT SYSTEMS LLC	\$50.00	\$1,500.00	Pending
[36-*** - Fence] 6 FT. WOOD FENCE IN REAR OF PROPERTY						
74495	1367 LANGLADE AV..6-830	DALE & KATHRYN J LEWIS	VALLEY CUSTOM FENCE LLC	\$50.00	\$2,000.00	Pending
[36-*** - Fence] REAR						
74503	539 MACCAUX DR..21-2144-M-21	GBE PROPERTIES LLC	CUSTOM FENCE	\$50.00	\$2,561.00	Pending
[36-*** - Fence] 6' vinyl fence in backyard						
74507	1634 CROOKS ST..21-1555	KEN THAMMAVONG	KEN THAMMAVONG	\$50.00	\$1,100.00	Pending
[36-*** - Fence] 6' WOOD FENCE IN REAR						
74515	1205 LOCH DR..6-609	ADAM P LEY	ADAM P LEY	\$50.00	\$2,000.00	Pending
[36-*** - Fence] VINYL 6' FENCE						
74529	222 GARFIELD ST..3-1175-T	SHARON ANN BOSSE	ATLAS FENCING	\$75.00	\$2,700.00	Pending
[36-*** - Fence]						
74542	3328 LARGO RIDGE DR ..21-8242	JOHNNY B HOME CONSTRUCTION INC	JOHNNY B HOME CONSTRUCTION INC	\$50.00	\$8,396.10	Pending
[36-*** - Fence] FENCE BACK YARD OF PROPERTY						
74558	1274 VANDERBRAAK ST..20-216-3	MARIA DEL CARMEN FLORES & JUAN ARCOS FIGUEROA	MARIA DEL CARMEN FLORES & JUAN ARCOS FIGUEROA	\$50.00	\$450.00	Pending
[36-*** - Fence] NEW 6' PRIVACY FENCE WITH GATE						
74563	1237 N PLATTEN ST..6-1665	DONALD P & AUTUMN M GERRITS JR	ROCKEY FENCE LLC	\$50.00	\$972.00	Pending

[36-*** - Fence] 56' OF 4' CHAIN LINK FENCE

74577	819 MULLET PL..1-1060	BRADLEY KLEIN	CUSTOM FENCE	\$50.00	\$0.00	Pending
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[36-*** - Fence] 6' WOOD PRIVACY FENCE

74613	1109 CAROLINE ST..3-214	LILLIAN M BROTT	HOME DEPOT	\$50.00	\$3,579.00	Pending
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[36-*** - Fence] 6' WOOD FENCE

74622	1437 SHAWANO AV..6-249-2	BRENDA M ELLENSON	BRENDA M ELLENSON	\$50.00	\$160.00	Pending
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[36-*** - Fence] 4' PICKET FENCE, 50 % SEE THROUGH.

74624	851 GARDEN CT..18-640-2	SAENGMONE SANANISAI	OWNER	\$50.00	\$300.00	Pending
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[36-*** - Fence] 5ft. WOOD FENCE

72940	131 N BROADWAY ..4-201-1	BROADWAY WHITE LLC	COLORTECH OF WISCONSIN	\$90.00	\$0.00	Pending
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[37-329 - Signs]

74347	1456 W MASON ST..6-143-A	STEVEN P & BRENDA L HECKER	REINHOLD SIGNS	\$127.54	\$35,000.00	Pending
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[37-329 - Signs] Replaces existing pole sign

74364	1901 VERLIN RD..23-254-5	MCR RENTALS LLC	CREATIVE SIGN COMPANY	\$86.30	\$5,500.00	Pending
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[37-329 - Signs] Install new 6' high 42 sq ft (21 sq ft per side) monument sign along Verlin Road frontage

74406	875 LOMBARDI AV..1-2729	JJ 875 PROPERTY LLC	CREATIVE SIGN COMPANY	\$129.20	\$0.00	Pending
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[37-329 - Signs]

74420	1003 PINE ST..9-98	RONALD L & RACHEL A SMITS	CREATIVE SIGN COMPANY	\$96.20	\$5,500.00	Pending
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[37-329 - Signs] Install two 2'X27' (54 sf) wall signs. One on north wall facing Main St and one on south wall facing Pine St. Nonilluminated formed plastic letters.

74479	1003 PINE ST..9-98	RONALD L & RACHEL A SMITS	CREATIVE SIGN COMPANY	\$88.40	\$7,400.00	Pending
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[37-329 - Signs] Install a 28 sq ft illuminated wall sign on buildings west facade

74506	1640 W MASON ST..6-150-1	TOYS R US INC	Dale Adams	\$177.20	\$0.00	Pending
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[37-329 - Signs] May be temporary signage for the holiday season

74525	124 S MILITARY AV..6-251-B	QMH HOLDINGS LLC	CREATIVE SIGN COMPANY	\$127.25	\$2,500.00	Pending
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[37-329 - Signs] 7 FT. X 22 FT. 6 IN. WALL SIGN

74546	620 MAIN ST..11-99	HAROLD A LIEBERGEN	HANDYMAN SERVICES	\$148.40	\$2,000.00	Pending
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[37-329 - Signs] Install 3 aluminum with vinyl lettering wall signs. 5 x 10 (50 sq ft) on west facade, 5 x 10 (50 sq ft) on east facade and 4 x 32' (128 sq ft) on north facade.

74600	1708 N IRWIN AV..21-1486	AMERICAN LEGION SULLIVAN-WALLEN POST 11	AMERICAN LEGION SULLIVAN-WALLEN POST 11	\$131.76	\$1,570.00	Pending
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[37-329 - Signs]

72707	442 ALPINE DR..21-107-3	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EDISON	IMMEL CONSTRUCTION	\$12,051.15	\$0.00	Pending
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[40-*** - Sanitary Sewers] EC permit approved / SWM Plan approved and Bond Paid.

74398	614 BODART ST..11-46	ROBERT & MELIDA WAGNER	MATT'S SERVICES	\$0.00	\$4,235.00	Closed
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[40-*** - Sanitary Sewers] LEAD PIPE

74424	522 S MAPLE AV..2-271	JOUA LUE & TIA LEE YANG	ACE SEWER & WATER	\$30.00	\$1,800.00	Closed
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[40-*** - Sanitary Sewers] SEWER REPAIR

74498	219 QUINTON ST..21-1430	JUANA ALEMAN GUTIERREZ	ACE SEWER & WATER	\$30.00	\$1,800.00	Closed
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[40-*** - Sanitary Sewers] SEWER/WATER REPAIR

74554	1420 FRANK ST..1-2513 [42-*** - Mini-Sewers] 6" MINI STORM CONNECTION	MATTHEW J JOHNSON	CHAMPION TRENCHING	\$530.00	\$900.00	Pending
74447	179 N BEDFORD RD..21-8330 [43-*** - Lawn Sprinklers] TURF WATERING	MICHAEL & LYNN KADOW LIVING TRUST	FOX VALLEY IRRIGATION INC	\$100.00	\$2,500.00	Pending
74470	423 KRISTY LEE CT..21-8205 [43-*** - Lawn Sprinklers] TURF WATERING	BERNADETTE L WILSON	4 SEASON LANDSCAPING SOLUTIONS LLC	\$100.00	\$450.00	Pending
74500	201 N BEDFORD RD..21-8331 [43-*** - Lawn Sprinklers] LAWN SPRINKLER	RICHARD F & ALISON L SINCLAIR	WATTERS PLUMBING	\$100.00	\$2,300.00	Pending
74589	3355 LARGO RIDGE CT..21-8219 [43-*** - Lawn Sprinklers] NEW WATERING SYSTEM	TIMOTHY W & KIMBERLY S JOHNSTON	RAINMASTER IRRIGATION INC	\$100.00	\$3,500.00	Pending
74337	2077 CANDLE WAY..6H-3330 [44-*** - Water heaters/Appliances] SHOWER	JACK K & PATRICIA A BATTEN	TUNDRLAND	\$50.00	\$9,978.00	Closed
74366	1008 CHERRY ST..9-131 [44-*** - Water heaters/Appliances] WATER HEATER	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY LLC	VANDENHEUVEL PLUMBING	\$70.00	\$0.00	Pending
74375	401 13th AV..3-841 [44-*** - Water heaters/Appliances] WATER HEATER	CAROL PETASEK	NEWCAP, INC.	\$30.00	\$0.00	Closed
74502	320 N OAKLAND AV..5-624 [44-*** - Water heaters/Appliances] WATER HEATER	JOHN M & MARY P BELANGER	KELLY GEURTS PLUMBING	\$30.00	\$500.00	Closed
74591	564 CORNELIUS DR..21-4118 [44-*** - Water heaters/Appliances] WATER HEATER	SHIRLEY M HUG	NEWCAP, INC.	\$30.00	\$0.00	Pending
74528	949 TONY CANADEO RUN..1-1841-J [45-*** - Electrical Temporary Services] SET TEMP SVC - 200 AMP OVERHEAD, 120/240V SINGLE PHASE	WHITE STARR DEVELOPMENT LLC	VOS ELECTRIC	\$70.00	\$0.00	Closed
74213	100 BAY BEACH RD..20-693 [46-*** - Electrical Service Change] ELEC SVS UPGRADE	GREEN BAY METROPOLITAN SEWERAGE DISTRICT	VANDENHEUVEL ELECTRIC INC	\$70.00	\$1,400.00	Pending
74317	1542 DECKNER AV..8-773 [46-*** - Electrical Service Change] SERVICE UPGRADE	LINDA M & MARK S HARRILL	WAGNER ELECTRICAL SERVICES	\$50.00	\$1,500.00	Closed
74318	1111 THRUSH ST..18-1114 [46-*** - Electrical Service Change] SERVICE UPGRADE	TITLETOWN HOMES LLC	WAGNER ELECTRICAL SERVICES	\$50.00	\$1,500.00	Closed
74338	1244 E WALNUT ST..14-258 [46-*** - Electrical Service Change] ELEC SVS UPGRADE	ELIZABETH A VANDEYACHT	WAGNER ELECTRICAL SERVICES	\$50.00	\$1,500.00	Closed
74340	614 ABRAMS ST..21-2650 [46-*** - Electrical Service Change] ELEC SVS UPGRADE	EVELYN B HOLL	CHRISTOPHER NEJEDLO ELECTRIC	\$50.00	\$2,365.00	Closed
74363	1008 DOTY ST..14-924	ONE REALTY GROUP LLC	ABCON ELECTRIC	\$50.00	\$1,500.00	Closed

[46-*** - Electrical Service Change] ELEC SVS UPGRADE

74376	1726 BENTWOOD DR..6-1833	RUSSELL J & DIANE L BERTRAND	TMG SOLUTIONS LLC	\$50.00	\$750.00	Closed
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[46-*** - Electrical Service Change] ELEC SVS CHANGE

74399	1400 NELSON ST..6-1135	THOMAS D HEIMAN & MEGAN M O CONNOR HEIMAN	G.S. ELECTRICAL SERVICES	\$50.00	\$1,500.00	Closed
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[46-*** - Electrical Service Change] 100 AMP PANEL CHANGE ONLY FOR 1400 SIDE OF DUPLEX. GAS AND WATER METER BONDING.

74401	923 W MASON ST..2-525	RAYMOND L WHITE	VOS ELECTRIC	\$70.00	\$5,950.00	Pending
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[46-*** - Electrical Service Change] ELEC BASEBOARD HEATERS

74423	2514 VALIANT LN..6H-1901	CHRISTOPHER R & CASEY J KLISTER	ELAND ELECTRIC CORP	\$50.00	\$1,000.00	Closed
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[46-*** - Electrical Service Change] ELEC SVS PANEL

74431	416 12th AV..3-835	ACCESS PROPERTIES LLC	NEW HORIZON ELECTRIC	\$180.00	\$1,300.00	Pending
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[46-*** - Electrical Service Change] 100 AMP SERVICE UPGRADE AND MISC. ELECTRICAL AND PLUMBING 8-24-18 HOME WAS PURCHASED AS A SHORT SALE PREVIOUS OWNER WAS REMODELING AT THE TIME. PROJECT CONSISTED OF FINISHING THE REPAIRS.

74535	1401 PORLIER ST..17-753-A	STANLEY WASLOWSKI	STAHL ELECTRIC	\$50.00	\$1,600.00	Pending
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[46-*** - Electrical Service Change] 60 TO 100 AMP
120/240 VOLT OVERHEAD

74549	208 GARFIELD ST..3-207	HELEN JOSLIN	ELECTRICAL SYNERGIES	\$50.00	\$2,000.00	Pending
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[46-*** - Electrical Service Change] 60 TO 100 AMP UPGRADE. CHANGE TWO PRONG OUTLETS TO THREE PRONG OUTLETS AND PROVIDE GFCI PROTECTION

PENING PAYMENT FILE

74561	801 RAYMOND ST..2-1388	JASON A & ERICA L ABTS	D&K ELECTRICAL SOLUTIONS	\$50.00	\$1,600.00	Pending
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[46-*** - Electrical Service Change] UPGRADE 60 AMP TO 100 AMP

74602	1214 COLONIAL AV..1-1811	BEVERLY A JORGENSEN	STIEGLER ELECTRIC	\$50.00	\$1,200.00	Pending
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[46-*** - Electrical Service Change] 100 AMP UPGRADE

74625	401 N QUINCY ST..11-100	KEVIN C KUEHN	PREMIER ELECTRICAL SERVICE	\$140.00	\$21,000.00	Pending
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[46-*** - Electrical Service Change] INSTALL NEW 600 AMP 480 VOLT SERVICE. INSTALL NEW SUB PANEL IN PRINTING AREA. INSTALL POWER TO NEW PRESS.

74339	925 MT. HOOD CT..21-6108	MICHAEL A & ROXANNE M DENNEAU	CHRISTOPHER NEJEDLO ELECTRIC	\$50.00	\$516.00	Closed
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[47-*** - Electrical Service Repair] ELEC SVS REPAIR

74342	1130 12th AV..1-687-A	JASON L CORONADO	CURRENT ELECTRICAL SERVICES	\$50.00	\$300.00	Pending
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[47-*** - Electrical Service Repair] ELEC SVS REPAIR

74405	2021 OAKDALE AV..21-2357	MARITZA MONTOYA & ZACHARY F RETANA	NORTHERN ELECTRIC, INC.	\$50.00	\$400.00	Closed
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[47-*** - Electrical Service Repair] REPLACE BROKEN SERVICE MAST THAT WAS DAMANAGED BY A TREE FALLING ON THE WIRES

74407	150 S FISK ST ..6-266-H	HAMILTON GATE LP	JTC IDEAL ELECTRIC	\$70.00	\$700.00	Pending
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[47-*** - Electrical Service Repair] FROM FIRE DAMAGE

74427	2403 VAN BEEK RD..21-128-2	REALMAD HOLDINGS & INVESTMENTS LLC	ELAND ELECTRIC CORP	\$50.00	\$2,000.00	Pending
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[47-*** - Electrical Service Repair] ELEC SVS REPAIR

74568	217 BELLEVUE ST..21-2470	RUSSELL W & SANDRA A GARNISS	STIEGLER ELECTRIC	\$50.00	\$500.00	Closed
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[47-*** - Electrical Service Repair] EMERGENCY CALL TO REPAIR THE WEATHER HEAD.

74570	1418 S RIDGE RD..6-291-C-1	JOHN A BAILEY	STIEGLER ELECTRIC	\$50.00	\$500.00	Closed
[47-*** - Electrical Service Repair] EMERGENCY CALL TO REPAIR THE WEATHER HEAD						
74571	1018 MEACHAM ST..2-1235	KIMBERLY M PLISKA	STIEGLER ELECTRIC	\$50.00	\$500.00	Closed
[47-*** - Electrical Service Repair] EMERGENCY CALL FOR A DOWN SERVICE. CUSTOMER IS NOT SURE WHAT HAPPENED, WPS DISCONNECTED HER SERVICE.						
74572	1511 FARLIN AV..19-25-1	VERNON J SCHULTZ	SCHWEINER ELECTRIC	\$50.00	\$500.00	Closed
[47-*** - Electrical Service Repair] REPLACE SERVICE MAST						
74573	1230 CHICAGO ST..14-1242	AARON G SPICE	STIEGLER ELECTRIC	\$50.00	\$500.00	Closed
[47-*** - Electrical Service Repair] TREE FELL ON LINES. REPAIRING PERISCOPE AND GROUNDING. EMERGENCY CALL						
74575	1234 CHICAGO ST..14-1241	BRENNEN J VANSISTINE	STIEGLER ELECTRIC	\$50.00	\$0.00	Closed
[47-*** - Electrical Service Repair] REPAIR SERVICE MAST						
74594	2682 HAZELWOOD LN..6H-1508-M-15	RAYMOND J & BARBARA COUSINEAU	JTC IDEAL ELECTRIC	\$50.00	\$500.00	Pending
[47-*** - Electrical Service Repair] SERVICE REPAIR DUE TO STORM DAMAGE						
74325	632 SCHOEN ST..21-2482	DCS ENTERPRISES LLC	ELAND ELECTRIC CORP	\$150.00	\$1,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELEC REPAIRS PLUMBING REPAIRS						
74367	2780 CANDLE CT..6H-2265	STEVEN & DEBORAH SHIMEK	CURRENT ELECTRICAL SERVICES	\$50.00	\$500.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] BAD MAIN BREAKER REPLACING PANEL						
74374	1408 E MASON ST..17-798	JOSEPH H PEOT	VAN OSS ELECTRIC INC	\$50.00	\$525.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] SERVICE MAST REPAIR						
74380	825 REBER ST..20-106	JULIE SWANER	NICKEL ELECTRIC INC	\$50.00	\$250.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] TURN ON METER						
74433	1828 S ASHLAND AV..1-1131	PACKERLAND SHELL INC	PRIME SERVICE	\$140.00	\$25,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELEC UPGRADES						
74434	1661 BIEMERET ST..6-2354	JAMES W & PAM A FREEMAN	ABCON ELECTRIC	\$50.00	\$7,555.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] NEW 16 KW GENERATOR AND WHOLE HOUSE TRANSFER SWITCH						
74439	815 S ADAMS ST..16-17	MELISSA M SCHMITZ	ELAND ELECTRIC CORP	\$50.00	\$500.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPAIRING ELECTRIC SERVICE RISER MAST						
74497	1157 LOCH DR..6-607	TYLER J & AMANDA K SCHWARTZ	TYLER J & AMANDA K SCHWARTZ	\$50.00	\$0.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] MISC WIRING						
74574	1115 EMILIE ST..17-157	MARK T JOHNSON	STAR ELECTRIC SERVICE, INC.	\$50.00	\$0.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPAIR/REPLACE WIRING BETWEEN HOUSE AND GARAGE						
74626	615 12th AV..2-656	BEN CULBERTSON	SUBURBAN ELECTRIC	\$50.00	\$700.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALL OUTLETS, SWITCHES, FIXTURES						
74316	632 SCHOEN ST..21-2482	DCS ENTERPRISES LLC	BAY MECHANICAL	\$50.00	\$3,000.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

74345	1422 GRIGNON ST..17-624	DANIEL M & AMANDA S HATTON	WESLEY HEATING AND SHEET METAL	\$50.00	\$6,042.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74346	539 LORRAINE LN..21-4336	MARGOT B WITTIG	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,708.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74358	1023 S ONEIDA ST..1-1847	AARON J WELHOUSE	RICHARDS HEATING & COOLING	\$50.00	\$1,804.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74365	240 E FALCON HILL WAY..21-6211	JOHN R & BETH M MORTENSEN	WESLEY HEATING AND SHEET METAL	\$50.00	\$2,246.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER & FURNACE						
74370	960 BOND ST..5-1280	ANTHONY A & NEISHA L SCHMIDT	HEALTHY HOMES HEATING & COOLING	\$50.00	\$2,997.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74373	1214 KLAUS ST..20-199	NATHANIEL L JACKSON & NORMA M JIMENEZ	BAY AREA SERVICES INC	\$50.00	\$7,350.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74382	1515 CAREFUL DR..6-313-1	WIED CREDIT SHELTER TRUST	ROBINSON HEATING & COOLING	\$50.00	\$3,700.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
74383	955 COPPENS RD..18-828-A	ROSS LA HAYE	VAN'S HEATING & AC	\$50.00	\$4,535.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74387	1326 ST. GEORGE ST..20-196	CHAD E WAUTERS	KINNARD HEATING & COOLING	\$50.00	\$2,900.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74396	831 COLUMBIA AV..18-1369	TRAVIS J BURTON	FOREMEN HEATING & VENT INC	\$50.00	\$3,730.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74400	321 N MAPLE AV..5-605	STEVEN M BRAUER	HERMANS HEATING & AC	\$50.00	\$1,800.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74412	1737 S NORWOOD AV..1-1141	LAURIE ALVARADO CRUZ	APEX HEATING & AIR CONDITIONING	\$50.00	\$5,346.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74413	225 WOODLAWN AV..5-559	GEORGE D & JOESS F WEITZEL III	BAY AREA SERVICES INC	\$50.00	\$7,500.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74416	2584 REMINGTON CT..21-7232	JAMES J GIBSON	BAY AREA SERVICES INC	\$100.00	\$15,650.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] (2) FURNACES & (2) AIR CONDITIONERS						
74428	2730 WHIPPOORWILL DR..6H-1430-K-22	ARAM V & KARINE S AGABEKOVA	IDEALAIR HEATING & COOLING INC.	\$50.00	\$3,688.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74440	1009 GOODELL ST..17-986-1	ROBERT J COLLINS	COMFORT CONTROL SYSTEMS	\$50.00	\$5,080.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						

74442	320 15th AV..3-790	PATRICK R PERCY	COMFORT CONTROL SYSTEMS	\$50.00	\$9,890.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74443	487 WINDROSE CT..21-7171	JASON R & DAWN M GODDARD	COMFORT CONTROL SYSTEMS	\$50.00	\$5,111.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74444	966 HICKORY HILL DR..2-63	SUSAN J HANSEN	VAN'S HEATING & AC	\$50.00	\$5,775.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74450	2733 ARTESIAN WAY..21-6671-19	DOUGLAS R & KATHRYN A HARTMAN	K KELLY INC	\$50.00	\$3,600.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74451	1274 MINAHAN ST..18-1224	BRIAN W SEIDL	BLACK-HAAK HEATING, INC.	\$50.00	\$2,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74452	2819 ANTLER TR..6H-2700	RICHARD W & CAROL A SCHMIDT	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,723.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74453	1326 S CHESTNUT AV..1-897	CRAIG O PINCHARD	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,602.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74454	2053 HILLSIDE LN..21-2827-H-54	THONG LEE & MIA YANG MOUA	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,336.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74460	910 HOLSCHUH LN..21-6270-41	SUZANNE K LEGOIS	BAY AREA SERVICES INC	\$50.00	\$7,300.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74461	1217 8th ST..1-1653	LORI J METOXEN	BAY AREA SERVICES INC	\$50.00	\$5,800.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74462	101 CHERRY ST..12-217	DAVID A & MARY A SWANSON	BAY AREA SERVICES INC	\$400.00	\$55,650.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER UNITS 203, 204, 207, 209, 215, 403, 406 and 408						
74467	632 SCHOEN ST..21-2482	DCS ENTERPRISES LLC	PAT BLINDAUER HEATING & A/C, LLC	\$50.00	\$2,600.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74480	1634 CAREFUL DR..6-1660-12	CHARLES B DODSON	ROBINSON HEATING & COOLING	\$50.00	\$4,500.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AC						
74483	701 S JACKSON ST..14-595	SCOTT K & KATHERINE A HOULE	COMFORT CONTROL SYSTEMS	\$50.00	\$13,339.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
74491	1503 BOND ST..6-2902	MARY M SUGDEN & DAVID A MATUSZAK	VAN'S HEATING & AC	\$50.00	\$4,316.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74492	3443 SCOTTWOOD DR..22-160-4	AARON & CASEY THIBODEAU	VAN'S HEATING & AC	\$50.00	\$12,524.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74516	2762 KLEE ST..6H-2428	DONALD J & TAMMY T BEAULEAU	ULTIMATE AIR INC	\$50.00	\$4,098.97	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74536	944 COPPENS RD..18-831-A-2	STACY L MALLETTE	BAY AREA SERVICES INC	\$50.00	\$2,650.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						

74537	615 EDGEWOOD DR..21-507	CHRISTOPHER S & LISA M KNUTH	BAY AREA SERVICES INC	\$50.00	\$7,650.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74538	3265 NAUTICAL CT..22-1444	DAVID/LA VERNE CHARLIER	BAY AREA SERVICES INC	\$50.00	\$6,150.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74539	1103 S ONEIDA ST..1-1882	DOLORES A NIERMAN	BAY AREA SERVICES INC	\$50.00	\$2,600.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74540	101 CHERRY ST..12-217	DAVID A & MARY A SWANSON	BAY AREA SERVICES INC	\$350.00	\$27,645.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACES & AIR CONDITIONERS FOR UNITS 205, 211, 213, 214 AND 401						
74543	994 HOLZER ST..18-819-C	THERESA G PATZ	APEX HEATING & AIR CONDITIONING	\$50.00	\$10,995.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74545	1240 MAIN ST..8-271		SINKLER HEATING & COOLING, INC	\$140.00	\$7,100.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74557	731 S BAIRD ST..17-781	FRANCIS X & GLENDA A MCCONNELL	SINKLER HEATING & COOLING, INC	\$50.00	\$6,615.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74578	337 WESLEY AV..21-91-17	JODY A & BILL LOVING	COMFORT CONTROL SYSTEMS	\$50.00	\$6,900.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74580	2417 HEATHER CT..21-4198	JEANNE M ANDREWS	BAY AREA SERVICES INC	\$50.00	\$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74581	2439 DEERPATH DR..21-6078	PETER R CARRIVEAU & VICKY M VANDEHEI	BLACK-HAAK HEATING, INC.	\$50.00	\$2,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONERS						
74582	1261 LIBERTY ST..1-2444	GERALD J & NELLIE M HAWKINSON	COMFORT CONTROL SYSTEMS	\$50.00	\$5,340.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74584	101 CHERRY ST..12-217	DAVID A & MARY A SWANSON	BAY AREA SERVICES INC	\$50.00	\$18,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER & BOILER UNIT 405						
74585	1388 SONATA CT..21-6130	TEAGUE B & MICHELLE L MAXFIELD	BAY AREA SERVICES INC	\$50.00	\$9,600.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74592	2511 VAN BEEK RD..21-3932	MICHAEL E WIEDEMEIER	SINKLER HEATING & COOLING, INC	\$50.00	\$4,350.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
74596	224 S ROOSEVELT ST..14-970	ELLEN L STUEBS	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,950.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74597	3446 EDINBURGH RD..22-1588-138	SCOTT W & LEAH J OLENICZAK	WESLEY HEATING AND SHEET METAL	\$50.00	\$4,349.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74598	1290 DIVISION ST..5-1330-D	LOU ELLEN PAHNKE	VAN'S HEATING & AC	\$50.00	\$6,076.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74599	1503 BOND ST..6-2902	DAVID A MATUSZAK	VAN'S HEATING & AC	\$50.00	\$4,316.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						

74612	845 S ROOSEVELT ST..17-368	MARY M THOMAS	SINKLER HEATING & COOLING, INC	\$50.00	\$6,550.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
71856	414 N MAPLE AV..5-985	GARY T & CONSTANCE R CORSTEN	MELNARIK CONCRETE	\$50.00	\$4,500.00	Closed
[57-*** - Parking lot (New & Reconstruction)] VARIANCE APPROVED						
73296	1167 KENWOOD ST..1-1423-B-2-A	SAINT MARK EVANGELICAL CHURCH	MCC INC	\$150.00	\$47,000.00	Pending
[57-*** - Parking lot (New & Reconstruction)] No EC permit required per MD						
74513	1035 KEPLER DR..21-145-5	BAYCARE HEALTH SYSTEMS LLC	NORTHEAST ASPHALT, INC.	\$70.00	\$185,000.00	Pending
[57-*** - Parking lot (New & Reconstruction)] Strip existing asphalt in an area of 8690 SY above subgrade. Excavation of base to not exceed 4000 SF of disturbance and will be 2 small areas to match existing base.						
74593	1800 S ASHLAND AV..1-1138	RONALD S & HELEN HIETPAS	IDEALAIR HEATING & COOLING INC.	\$70.00	\$5,000.00	Pending
[60-*** - New HVAC System] NEW MAKE AIR UNIT FOR KITCHEN AREA AND EXHAUST FAN.						
74381	815 CHICAGO ST..14-639	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	BENO PLUMBING	\$570.00	\$25,000.00	Pending
[61-*** - new plumbing system] GROUNDWORK						
74362	125 S ASHLAND AV..3-78	ERIC SCHMOLL	VANRITE PLUMBING	\$0.00	\$5,500.00	Closed
[62-*** - repair/alter existing plumbing system] REPLACE LEAD SERVICE						
74395	1066 KENWOOD ST..1-2653-13	JOSEPH M POPE	VANDENHEUVEL PLUMBING	\$30.00	\$5,500.00	Pending
[62-*** - repair/alter existing plumbing system] REPLACE 30' OF SANITARY SEWER THAT IS BROKEN AND LEAKING FROM STREET TOWARDS HOME						
74402	1225 14th AV..1-45	ERIC R SCHMOLL	VANRITE PLUMBING	\$30.00	\$4,000.00	Closed
[62-*** - repair/alter existing plumbing system] WATER SERVICE REPAIR						
74458	908 N HENRY ST..21-2542-2	WILLIAM D & PATRICIA L KENNEDY	TUNDRALAND	\$50.00	\$6,600.00	Pending
[62-*** - repair/alter existing plumbing system] TUB TO SHOWER CONVERSION						
74505	337 VALLEY WOOD LN..21-7541	ROHDE REVOCABLE TRUST	HUVEN PLUMBING	\$100.00	\$4,200.00	Pending
[62-*** - repair/alter existing plumbing system]						
74530	1003 PINE ST..9-98	MICHAL OLIGNEY	JOE DENOBLE SEWERS & WATER INC	\$30.00	\$0.00	Closed
[62-*** - repair/alter existing plumbing system] REPLACING SEWER LATERAL						
74552	1008 DOTY ST..14-924	ONE REALTY GROUP LLC	VANRITE PLUMBING	\$0.00	\$4,250.00	Closed
[62-*** - repair/alter existing plumbing system] LEAD PIPE REPLACEMENT						
74555	1183 SMITH ST..7-355	MC NESS PROPERTIES	CHAMPION TRENCHING	\$0.00	\$2,500.00	Pending
[62-*** - repair/alter existing plumbing system] LEAD WATER REPLACEMENT						
74562	1181 SMITH ST..7-354	CRAIG & LISA MARICQUE	CHAMPION TRENCHING	\$0.00	\$2,500.00	Pending
[62-*** - repair/alter existing plumbing system] LEAD WATER REPLACEMENT						
74610	1400 BAUMGART RD..6H-1800	VICTORIA L NAPIER	TUNDRALAND	\$50.00	\$5,706.00	Pending
[62-*** - repair/alter existing plumbing system] TUB TO SHOWER CONVERSION						
74414	1300 STATE ST..1-936-G	1306 STATE STREET LLCs	THOMPSON SHEET METAL	\$481.78	\$2,600.00	Pending
[64-*** - repair/alter existing hvac system] ADDING HEATERS						
74473	2692 SUSSEX RD..22-1964	GREAT LAKES BROKERAGE INC	LEGACY CONSTRUCTION	\$30.00	\$5,000.00	Pending
[65-*** - bulkhead existing utilities] CATCH BASIN						

74384	2650 WEST POINT RD..6H-1123-1	CITY OF GREEN BAY-CLERK	MZI GROUP INC	\$70.00	\$0.00	Pending
[94-*** - Alteration to existing cell tower] Antenna switch out						
70954	1049M W MASON ST ..2-1187	BAY CENTER INC	PIEPER ELECTRIC INC	\$140.00	\$15,000.00	Pending
[95-*** - New cell tower] Cell Tower						
74359	840 ERNST DR..6-166-H	TANG LIVING TRUST	VANRITE PLUMBING	\$30.00	\$4,000.00	Closed
[200-*** - water service] COPPER SERVICE REPLACEMENT						
Totals: 280 projects				\$116,591.99	\$15,860,988.07	

Summary of Projects Issued

8/1/2018 to 8/31/2018

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
01 Single Family House, Detached	7	7	14	7	7	7	7	0	\$8,817.32	\$1,786,900.00
48 Electrical Wiring (Misc., Alteration, Repair)	10	0	0	0	10	0	2	0	\$690.00	\$36,030.00
45 Electrical Temporary Services	1	0	0	0	1	0	0	0	\$70.00	\$0.00
46 Electrical Service Change	16	0	0	1	16	0	1	0	\$1,060.00	\$47,665.00
47 Electrical Service Repair	12	0	0	0	12	0	0	0	\$620.00	\$6,916.00
50 Heating Unit Replacement/ Air Conditioning	54	0	0	0	0	54	0	0	\$3,490.00	\$371,576.97
62 repair/alter existing plumbing system	10	0	0	1	0	0	10	0	\$290.00	\$40,756.00
16 Temporary Office or Trailer	4	0	1	4	1	0	0	0	\$450.00	\$1,200.00
22 Shed, Yard Building	12	2	0	12	0	0	0	0	\$750.00	\$40,000.00
11 Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories).	1	0	0	1	0	0	0	0	\$139.38	\$0.00
03 Addition to Single-Multi Family Residential Units	1	0	1	1	1	0	0	0	\$155.00	\$6,000.00
19 Addition to Garage, Carport (Residential)	1	1	1	1	0	0	0	0	\$130.00	\$20,000.00
02 Single-Family Residential Building, Alteration	15	1	10	15	13	8	12	1	\$3,325.25	\$480,900.00
10 Multi-Family Residential Building Alteration	2	1	4	2	2	2	2	1	\$3,109.73	\$1,004,000.00
12 Commercial, Non-Residence, Non-Housekeeping, Alteration	14	2	18	14	10	9	8	0	\$46,745.07	\$6,094,500.00
21 Demolition of all Other Buildings or Structures	2	0	0	2	0	0	0	0	\$100.00	\$800.00
17 New Garage or Carport	8	6	7	8	4	0	0	0	\$1,101.92	\$91,500.00
18 Remodel Garage or carport or Shed	2	0	1	2	0	0	0	0	\$125.00	\$27,000.00
23 Deck, Porch, Patio	17	6	7	17	0	0	0	0	\$1,225.00	\$90,919.00
25 Swimming Pool	1	1	1	1	1	0	1	1	\$380.00	\$4,931,676.00
28 Foundation Repair	7	0	0	7	0	0	0	0	\$350.00	\$64,232.00
33 Roofing	4	0	0	4	0	0	0	0	\$260.00	\$152,930.00
35 Driveway Expansion	15	1	1	15	0	0	0	0	\$800.00	\$43,040.00
36 Fence	22	1	0	22	0	0	0	0	\$1,125.00	\$69,614.10
37 Signs	10	10	1	10	0	0	0	0	\$1,202.25	\$59,470.00
40 Sanitary Sewers	4	1	4	4	1	1	1	1	\$12,111.15	\$7,835.00
42 Mini-Sewers	1	0	0	1	0	0	0	0	\$530.00	\$900.00
43 Lawn Sprinklers	4	0	0	4	0	0	4	0	\$400.00	\$8,750.00
44 Water heaters/Appliances	5	0	0	0	0	0	5	0	\$210.00	\$10,478.00
57 Parking lot (New & Reconstruction)	3	1	0	3	0	0	0	0	\$270.00	\$236,500.00
61 new plumbing system	1	0	1	0	0	0	1	0	\$570.00	\$25,000.00
60 New HVAC System	1	0	0	0	0	1	0	0	\$70.00	\$5,000.00
11 schools, other educational(schools, libraries, academics, universities, museums, observatories)	1	1	4	1	1	1	1	1	\$24,118.14	\$0.00
64 repair/alter existing hvac system	1	0	1	1	1	1	0	0	\$481.78	\$2,600.00
200 water service	1	0	0	0	0	0	1	0	\$30.00	\$4,000.00

65 bulkhead existing utilities	1	0	0	0	0	0	1	0	\$30.00	\$5,000.00
94 Alteration to existing cell tower	1	0	0	1	0	0	0	0	\$70.00	\$0.00
95 New cell tower	1	0	0	1	1	0	0	0	\$140.00	\$15,000.00
05 Raze Sungle-Family house(attached or detached)	7	0	6	7	0	0	6	6	\$1,050.00	\$72,300.00
Totals:	280	42	83	170	82	84	63	11	\$116,591.99	\$15,860,988.07



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year August, 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.)	\$ 80,611.91	\$ 80,611.91			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 32,890.06	\$ 28,546.65		\$ 4,343.41	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 19,901.50			\$ 19,901.50	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 8,340.04		\$ 8,340.04		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 12,319.09		\$ 6,334.98	\$ 5,984.11	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 10,732.65			\$ 10,732.65	
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.)	\$ 1,188.29		\$ 1,188.29		
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.)	\$ 1,450.70			\$ 1,450.70	
12. Adjustments (Attach Explanation)	\$ -11.63	\$ -11.63	\$.00	\$.00	
13. Totals	\$ 167,422.61	\$ 109,146.93	\$ 15,863.31	Pay This Amount \$ 42,412.37	

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: 9-4-18

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. Manley Date: 9/5/18

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone #	Email Address
Neil Basten	920-448-3131	neilba@greenbaywi.gov



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

September 04, 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 August, 2018

Adjustments are broken down as follows:

CC-M	Court Cost Muni	(\$	11.63)
	Total Adjustments:	(\$	11.63)

Sincerely,

Neil Basten

MUNICIPAL COURT OFFICIAL
Green Bay Municipal Court

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 3503 NICOLET DRIVE
(ZP 18-29)**

September 18, 2018

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

That, pursuant to Zoning Petition 18-29 and the recommendation of the Plan Commission on August 27, 2018, the City of Green Bay does authorize a conditional-use permit for the construction of a detached garage beyond the maximum height requirements established in Section 13-615, Table 6-4, Green Bay Municipal Code, for a property in a Low Density Residential (RI) District located at 3503 Nicolet Drive and described as follows:

N 60 FT OF S 360 FT N 1/2 GOV'T LOT 1 S 12 T24N R21E
LYG BTWN HWY & BAY SHORE & PRT DESC IN 2808211
(Tax Parcel No. 22-45)

Said conditional-use permit shall be granted subject to the following conditions:

- a. Compliance with all regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.
- b. Continuance of similar style architecture, exterior construction material, and color of the structure.

Adopted _____

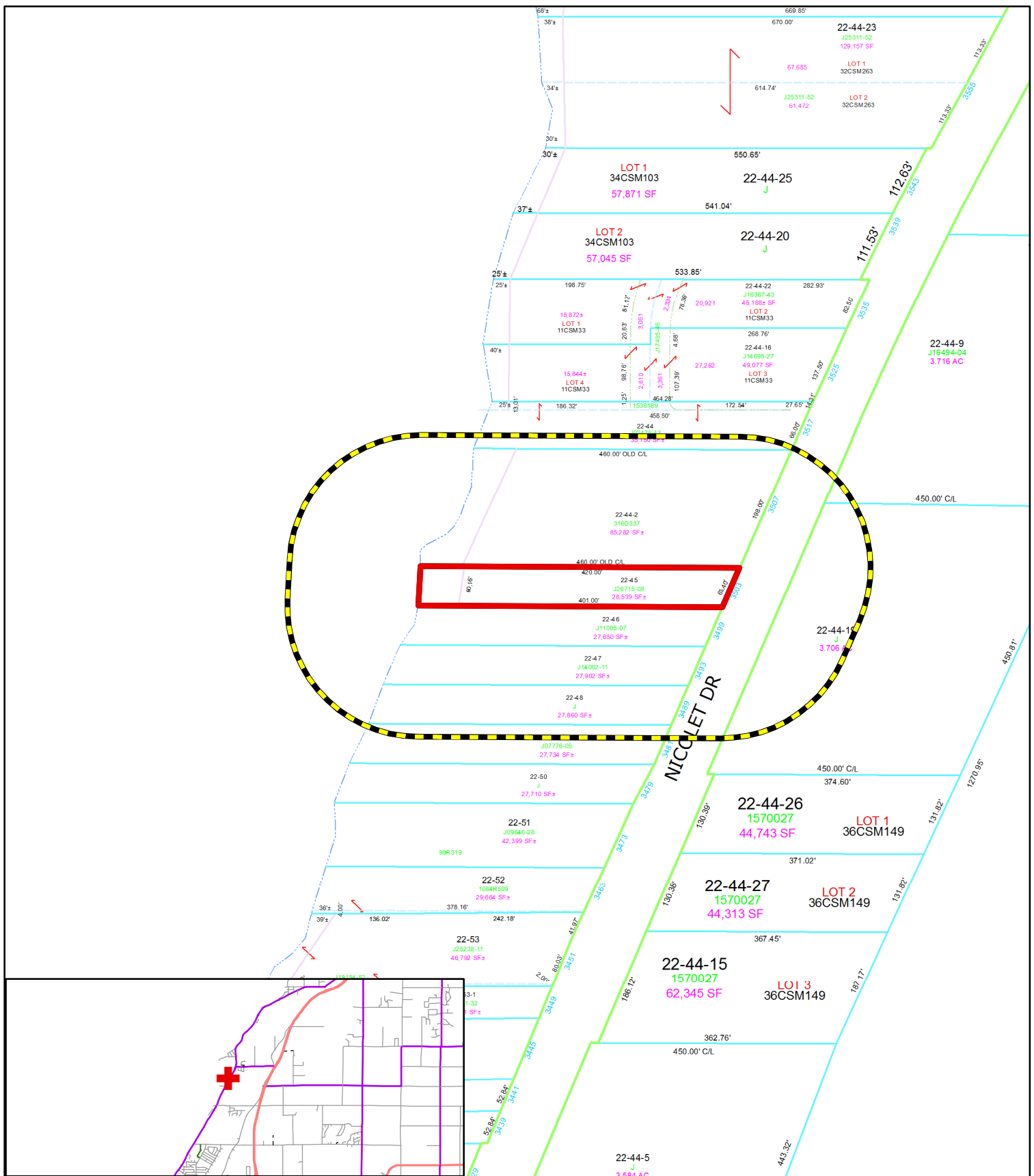
Approved _____

Mayor

Clerk

PN

Attachment– Site Map



**RESOLUTION FOR STATE TRUST FUND LOAN
(Financing The Shipyard Redevelopment Project)**

September 18, 2018

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed; and

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of Green Bay, in the County of Brown, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of Two Million and 00/100 Dollars (\$2,000,000.00) for the purpose of financing brownfield remediation, repurposing vacant underutilized structures, and enhancing residential neighborhoods and for no other purpose.

The loan is to be payable within 10 years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at a rate of 4.25 percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property within the City of Green Bay, in the County of Brown, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of Green Bay by such loan from the state be applied or paid out for any purpose except financing brownfield remediation, repurposing vacant underutilized structures, and enhancing residential neighborhoods, without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the Mayor and Clerk of the City of Green Bay, in the County of Brown, Wisconsin, are authorized and empowered, in the name of the City, to execute and deliver to the Commission certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the City pursuant to this resolution. The Mayor and Clerk of the City will perform all

necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the Clerk of this City forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

Adopted _____

Approved _____

James J. Schmitt, Mayor

Kris A. Teske, Clerk

**AGREEMENT FOR PURCHASE
AND SALE OF REAL ESTATE
FOR WEBSTER AVENUE
September 18, 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>
14	James Siudzinski	714 N Webster Avenue	\$ 73,000
23	Avenue Investments, LLC	1000 Klaus Street	101,000

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION ACCEPTING
RELOCATION CLAIMS
FOR N. WEBSTER AVENUE
September 18, 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>
2C	Sherri King	816 N Webster Avenue	\$ 8,000
3A	Aaron & Kristin Vandermuss	820 N Webster Avenue	23,500
6	Roger Delaruelle	1012 N Webster Avenue	1,140
6	Roger Delaruelle	1012 N Webster Avenue	625
13	Beverly Moeser	1002 Harvey Street	51,900
14	James Siudzinski	714 N Webster Avenue	8,000
20	Crooked Wood Corp.	1002 Reber Street	2,800
22a	Regina Donaldson	1005 Berner Street	1,765
24a	Don Lecher	1008 Vanderbraak Street	33,832

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION APPROVING DEED
FOR WEBSTER AVENUE
September 18, 2018**

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

To approve authorize payment of the following deed:

<u>R/W Plat Parcel Number</u>	<u>Owner Name(s)</u>	<u>Location</u>	<u>Amount</u>
71 Remnant	Ed & Associates	1030 Weise Street	\$32,970

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION ACCEPTING
ADMINISTRATIVE REVISION
FOR N. WEBSTER AVENUE
September 18, 2018**

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

To approve the Administrative Revision 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>
24	Dale & Kathleen Kelsey	1008 Vanderbraak Street	\$73,000

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION APPROVING
EASEMENT FOR N. WEBSTER AVENUE PROJECT
September 18, 2018**

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

To approve request by Wisconsin Public Service Corporation for an Easement across City owned Parcel 7-741-1 for the N. Webster Avenue project.

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION AUTHORIZING CANCELLATION
OF 2017 PERSONAL PROPERTY TAXES**

SEPTEMBER 18, 2018

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

That, pursuant to the recommendation of the Finance Committee at its meeting of September 10, 2018, the personal property taxes for 2017 for the following account numbers are hereby cancelled.

<u>Account</u>	<u>Amount</u>
00521	\$3,834.60

Adopted _____

Approved _____

Mayor

Clerk

ZONING ORDINANCE NO. 15-18

AN ORDINANCE AMENDING ZONING ORDINANCE 11-13 ZONING CERTAIN LAND LOCATED ON THE EAST SIDE OF NORTH BROADWAY (400 THROUGH 600 BLOCK) AS A PLANNED UNIT DEVELOPMENT DISTRICT (ZP 18-12)

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 property (as shown on Exhibit A - Location Map):

All of Lot 17 and Lot 18 of "Larsen Green" (Volume 23, Plats, Page 17, Document Number 2433894, Brown County Records), part of Lot 1 of Volume 31, Certified Survey Maps, Page 144, Document Number 1432656, part of the Fort Howard Military Reserve, now known as the Railroad Grant, all being located in the City of Green Bay, Brown County, Wisconsin more fully described as follows:

Beginning at the most Northwesterly corner of Lot 17 of the recorded Plat "Larsen Green" (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records); thence S63°49'46"E, 142.98 feet along a Northerly line of said Lot 17; thence N26°10'14"E, 125.12 feet along a Westerly line of said Lot 17; thence S63°48'57"E, 286.93 feet along a Northerly line of said Lot 17; thence N26°11'42"E, 50.31 feet along a Westerly line of said Lot 17; thence S77°47'32"E, 103.10 feet along a Northerly line of said Lot 17; thence S63°49'46"E, 11.47 feet along a Northerly line of said Lot 17; thence 113.99 feet along a Westerly line of said Lot 17 being the arc of a 245.50 foot radius curve to the left whose long chord bears N53°59'00"E, 112.97 feet; thence S63°45'33"E, 87.30 feet along the South right of way of "Mather Street"; thence S26°19'10"W, 331.08 feet along an Easterly line of said Lot 17; thence S64°18'02"E, 166.12 feet along a Northerly line of said Lot 17 and its extension; thence 100.58 feet along the arc of a 1,816.08 foot radius curve to the right whose long chord bears S41°19'11"W, 100.57 feet; thence S43°35'20"W, 839.31; thence N63°50'01"W, 557.92 feet along the North Right-of-Way of "Kellogg Street" and its extension; thence 17.47 feet along the arc of an 11.00 foot radius curve to the right whose long chord bears N19°19'35"W, 15.69 feet to the East Right of Way of "North Broadway" also known as "U.S. Highway 141"; thence N26°09'57"E, 916.59 feet along East Right of Way to the point of beginning.

Planned Unit Development area contains 753,159 square feet/17.29 acres more or less.

SECTION 2. Pursuant to Section 13.1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

A. LAND-USE. The only permitted or conditional uses that may be established and/or maintained within the PUD area shall be those uses listed in the Downtown (D) Zoning District as enumerated within Section 13-700 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:

1. Permitted Uses. The following uses shall also be considered permitted uses within the PUD area:
 - a. Dormitories.
 - b. Restaurant or bar with entertainment/nightclub.
 - c. Multiple-family uses within Development Area "A", as depicted on Exhibit B - Development Areas, are only permitted as a component of a mixed-use building.
 - d. Parking structures.
 - e. Temporary parking may be provided as a permitted use to facilitate the incremental development of the overall site but is not intended to be a permanent principal use.
 - (1) Property containing temporary parking uses must remain for sale/lease and be actively marketed as such.
 - (2) Temporary parking shall be permitted no greater than five (5) years from the date of its construction. Annual extensions beyond the five (5) years shall require Plan Commission approval.
2. Conditional Uses. The following uses shall be considered conditional uses within the PUD area:
 - a. Schools and colleges/universities (200+ capacity).
 - b. Daycare homes, daycare centers and preschools.
 - c. Community Gardens.
 - d. Religious institution/place of worship (200+ capacity).
 - e. Funeral homes.
3. Prohibited Uses. The following uses shall be prohibited within the PUD area:
 - a. Furniture and appliance rental/leasing establishments.
 - b. Tool/equipment rental facilities.
 - c. Rooming/boarding house or shelter facilities.
 - d. Motels.
 - e. With the exception of structured or surface parking, vehicles service uses are prohibited. These include but are not limited to:
 - (1) Auto rental or sales
 - (2) Car wash
 - (3) Fueling/gas/service station

- (4) Motor vehicle repair
- (5) Outdoor display of vehicles

- 4. Accessory Uses. The following accessory uses shall be regulated within the PUD area as follows:
 - a. Gardening and other horticultural uses shall require a Conditional Use Permit.
 - b. Private indoor recreational facilities shall be a permitted use.
 - c. Private outdoor recreational facilities shall require a Conditional Use Permit.
 - d. On-site energy generation and renewable energy sources shall require a Conditional Use Permit.
 - e. Ancillary structures such as kiosks, pavilions, information centers, refreshment stands and similar buildings are permitted accessory buildings. Ancillary structures are limited in number to no greater than six (6) and limited in size to no greater than 400 square feet individually/2,400 square in aggregate. Ancillary structures greater than 400 square feet shall require a Conditional Use Permit.
 - f. Accessory structures such as tool houses, sheds and similar buildings shall require a Conditional Use Permit.

- B. FINAL SITE PLAN APPROVAL. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner shall receive approval of final site plans from the CDRT (Community Development Review Team).

- C. DIMENSIONAL AND AREA REQUIREMENTS. Dimensional and area requirements shall meet the standards for the Downtown (D) Zoning District as set forth in Section 13-700 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:

- 1. Lot Width and Area. Minimum lot width and lot area shall be regulated by use.
 - a. Attached single-family dwellings/townhomes: minimum lot width of 15 feet per unit with minimum lot area of 1,500 square feet per unit.
 - b. Multiple-family dwellings: minimum lot width of 40 feet with minimum lot area of 750 square feet per unit.
 - c. Mixed-use or non-residential: No minimum lot width or minimum lot area.
- 2. Floor area ratio (FAR)
 - a. Minimum FAR
 - (1) Development Area "A": 1.0.
 - (2) Development Areas "B" or "C": 0.5.
 - b. Maximum FAR throughout the PUD area: 5.0.

- c. Usable rooftops; exterior decks; patios; and unoccupied/non-accessible basements are not included in the FAR calculation.
 - d. Below-grade or above-grade structured parking may or may not be included in the FAR calculation.
- 3. Setbacks. Modifications to required setbacks are established by Development Area, as depicted on Exhibit B - Development Areas.
 - a. Development Area "A"
 - (1) Front yard setback, principal structures: No minimum setback required for yards fronting the public right-of-way and land area dedicated to Elmore Commons. Maximum setback is 15 feet. Additionally, no less than 80% of a structures façade fronting the right-of-way shall be at 0 feet with the following inclusion:
 - i. Up to 20% of the required 0 foot setback structure frontage may be made up of active pedestrian scale hardscape areas including but limited to pedestrian entrances, public art installations, plazas and sidewalk cafes which will be calculated as if they are a structure façade.
 - (2) Front yard setback, surface parking: Minimum setback for yards fronting the public right-of-way for surface parking is 80 feet.
 - i. An exception to the minimum front yard setback for parking is established to allow driveway/drive aisle needed to access the parking area.
 - (3) Front yard setback, ancillary structures: Minimum setback for yards fronting the public right-of-way for ancillary structures is 80 feet when located on currently unimproved frontages. Ancillary structures located on improved frontages shall not be located between a principal structure and the right-of-way.
 - b. Development Areas "B"
 - (1) Front yard setback, principal structures: No minimum setback required for yards fronting the public right-of-way. Maximum setback is 15 feet.
 - (2) Front yard, surface parking: Surface parking shall not be permitted between a structures front façade and the public right-of-way.
 - (3) Rear yard, principal structure abutting Broadway: Minimum rear yard setback along the first 143 feet of the north lot line extending east from Broadway right-of-way line shall be five (5) feet.
 - (4) Rear yard, surface parking: No minimum setback for surface parking that abuts or is opposite surface parking on adjoining property.
 - c. Development Area "C"
 - (1) Setback, principal structures: Setbacks for principal structures within Development Area "C" shall meet the Nonresidential and Mixed-Use dimensional regulations of the Downtown (D) Zoning

District as set forth in Section 13-700 of the Green Bay Zoning Code.

- (2) Front yard, surface parking: Surface parking shall not be permitted between a structure's front façade and the public right-of-way.
 - (3) Rear and side yard: To accommodate shared access to rear or side yard parking areas, there shall be no rear or side yard setback for parking and drive aisles associated with attached single-family dwellings/townhomes.
4. Height. Modifications to minimum and maximum building heights are established by Development Area, as depicted on Exhibit B - Development Areas.
- a. Development Areas "A"
 - (1) Principal structures
 - i. Minimum principal building height shall be three (3) stories/35 feet overall with the exception that the maximum height may be two (2) stories/25 feet along the public right-of-way to a maximum depth of 40 feet.
 - ii. Maximum principal building height shall be five (5) stories/70 feet.
 - (3) Accessory and ancillary structures
 - i. Accessory and ancillary structures shall have a maximum height of one (1) story/16 feet.
 - b. Development Area "B" and "C"
 - (1) Minimum building height shall be two (2) stories/25 feet.
 - (2) Maximum building height shall be four (4) stories/50 feet.
5. Impervious Surface. Modifications to impervious surface requirements are established by Development Area, as depicted on Exhibit B - Development Areas.
- a. Development Area "A"
 - (1) Maximum impervious surface associated with structures is 100%.
 - (2) Maximum impervious surface associated with surface parking facilities is 50%. Also referenced in maximum parking area in Section G.2 of the PUD.
 - i. Impervious surface associated with temporary parking may be increased to no greater than 75%, with approval of the Director of Community and Economic Development.
 - b. Development Areas "B" and "C"
 - (1) Maximum impervious surface is 60%.
 - c. These requirements may be satisfied by taking an aggregate of the impervious surface/green space throughout the entire Development Area as an alternative to providing it on each individual lot within a particular Development Area.

- d. Beyond typical green space, when calculating impervious surface, exposed balconies; decks; patios; active hardscaped plazas; roof gardens; green roofs and planters may be included as pervious surfaces.
- e. This Section does not negate or supersede landscaping requirements as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800.

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

- 1. The storm water management and grading plan shall be comprehensive and take into account expected build-out of the entire PUD area as depicted on Exhibit A – Location Map.
 - a. With approval of the Department of Public Works, this requirement may be adjusted to address only storm water management needs of the specific Development Area for which development is proposed, as depicted on Exhibit B – Development Areas.
- 2. Stormwater management facilities should function not only as a utility but also as an integral site amenity.
 - a. Designed with landscaping providing human-scale interest and incorporating native plant species where possible.
 - b. Include public interface and interaction through the use of site amenities such as walking paths, sitting areas, art and educational/interpretive signage.

E. SIGNAGE. Signage throughout the PUD area shall be regulated as follows:

- 1. Signage shall meet the standards for the Downtown (D) Zoning District as set forth in Section 13-2000 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:
 - a. Free-standing Signage. Freestanding ground signage within the PUD is limited to monument signs. Pole/pylon signs are prohibited.
 - b. Wall Signage. One (1) wall sign and one (1) awning sign shall be permitted on each building façade facing a public right-of-way or land area dedicated to Elmore Commons within Development Area “A”.
 - (1) In multiple-tenant buildings, one (1) wall sign and one (1) awning/canopy sign shall be permitted per tenant.
 - (2) Total wall and awning/canopy sign area shall not exceed 20% of

the overall area of the façade for which it is located or 600 square feet, whichever is greater. No individual sign shall exceed 200 square feet.

- (3) The sign copy area of awning/canopy signs shall not exceed 25% of the background area of the awning surface to which it is affixed. Non-commercial graphic treatments on awnings/canopies are not considered sign copy.

- c. Projecting signage. Each individual unit/tenant space facing a public right-of-way or land area dedicated to Elmore Commons shall be permitted one projecting sign.

- (1) Projecting sign area shall not exceed 45 square feet per sign.

- (2) Projecting signs on a single façade shall have a minimum separation of 20 feet.

- c. Signage identifying uses located within the PUD boundaries, although not on the parcel for which the use is located, is permitted at vehicular and pedestrian ingress/egress locations along the east side of North Broadway, north side of Kellogg Street, south side of Bond Street and west side of Donald Driver Way.

- (1) Such free-standing signage shall meet the dimensional and sign area standards and allowances for monument signs and is included in the calculation of maximum allowed signs and sign area.

- (2) Such signage attached to buildings shall meet the dimensional and sign area standards and allowances of wall signs and is included in the calculation of maximum allowed signs and sign area.

- d. Directional signage (not associated with commercial advertising) shall be permitted throughout the development area and meet the standards set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-2005 with the following modifications:

- (1) A term or logo identifying the development area as a whole such as “The Rail Yard” or “The Rail Yard Innovation Center” shall be considered directional signage when used as an accent feature for amenities such as fence railing, furniture, gateway markers, etc.

- (2) Signage area for regular directional signs shall not exceed 15 square feet per sign. Signage related to development area identification shall not exceed 20 square feet per sign.

- F. REFUSE AND MECHANICALS. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800 and further regulated as follows:

1. Refuse material containers and mechanical equipment shall not be located between a principal structure's front facade and the public right-of-way and shall be screened so as not to be visible from the public right-of-way with materials compatible to the nearest structure.
2. Shared communal recycling/trash may be utilized in lieu of dedicated space on individual sites provided that proof of sufficient capacity exists for the number of proposed users and a recorded shared access/use agreement is provided.

G. PARKING. Parking shall meet the following general standards:

1. Non-residential uses shall have no minimum automobile parking requirements.
 - a. Bicycle parking shall be provided on-site at the rate of one (1) space per ten (10) established permanent surface automobile spaces. Bicycle parking facilities shall be located on a hard surface area with clear access to the public right-of-way and building entrances and shall not conflict with pedestrian or motorized traffic.
2. Residential uses shall provide a minimum of one (1) automobile parking space per dwelling unit, though the space does not need to be dedicated to the dwelling unit itself.
 - a. This requirement may be met through the use of shared parking facilities located throughout the PUD area providing that the total required spaces are met.
 - b. Spaces utilized to meet the residential parking requirements must be protected through ownership and/or a recorded shared access and parking agreement.
3. Maximum area associated with surface parking facilities within Development Area "A" shall be no greater than 50% of the total land area of Development Area "A".
 - a. Temporary parking may be increased to no greater than 75%, with approval of the Director of Community and Economic Development.
4. When incremental development is proposed, a parking analysis identifying current conditions and future demand within the entire PUD area may be required to be submitted as part of the site plan process.

H. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-500 and further regulated as follows:

1. Parking lot lighting shall consist of sharp cut-off fixtures and shall not exceed twenty-five (25) feet in height, as measured from ground level.

2. Pedestrian lighting for walkways shall not exceed sixteen (16) feet in height, as measured from ground level.
 3. Lighting shall be coordinated within the PUD area and be consistent in style & type.
 - a. Differentiation of ground mounted lighting may be permitted if consistency is established within each identified Development Area of the PUD.
 - b. Wall or roof-mounted lighting shall be integrated into overall building design. Fixtures shall be consistent for the either the entire building or alternatively for each of the buildings individual units.
 4. Lighting plan indicating fixtures, placement, and height shall be included as part of the site plan submittal.
- I. LANDSCAPING. Landscaping throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800 and the standards as set forth within this PUD and further regulated as follows:
1. Landscape plans shall be submitted with all commercial and mixed-use developments as part of the site plan process.
- J. ARCHITECTURE. The purpose of this Section is to regulate the design and materials used for buildings within the PUD to maintain and enhance the aesthetic, function, and values of property within the greater area. This Section is further intended to support a pedestrian-orientated urban environment that maintains a consistent character of development emphasizing design principals of human scale and visual interest.
1. Applicability. Architectural design of new construction, additions to existing buildings, and alterations to existing buildings within the PUD area shall meet the standards as set forth below:
 - a. New Construction. The requirements of this Section shall apply to all structures and buildings within the PUD area constructed after the effective date of its adoption.
 - b. Existing Buildings. Existing buildings should exercise repair over replacement whenever feasible.
 - (1) Additions. Additions to buildings constructed prior to the effective date of the PUD adoption shall match or be substantially similar to the design and material of the existing building.
 - (2) Alterations/Renovation. For all buildings constructed prior to the effective date of the PUD adoption, alterations and renovations shall have the option of complying with the standards of this

Section or match/be substantially similar to the design and material of the existing building.

- c. Exceptions and Appeals. Exceptions to the Architectural Design Standards of the PUD may be granted by the Director of Community and Economic Development to permit substitute building materials, construction of comparable quality or design, or to enable unique and inventive architectural concepts when it can be demonstrated that such exception(s) are keeping with the purpose of this Section.

- (1) Decisions rendered by the Director of Community and Economic Development may be appealed to the Plan Commission.

- (2) The Plan Commission is authorized to grant variances from the strict application of the Architectural Design Standards of the PUD.

2. Architectural Design Standards.

- a. Orientation.

- (1) Front façades shall face the street right-of-way, land area dedicated to Elmore Commons or pedestrian way/internal drive aisle (if building does not front the right-of-way). Corner-side facades should include windows, doors and/or other architectural components typically associated with front facades, though overall emphasis should be placed on the primary elevation.

- (2) Service or loading areas shall not be permitted between the building and the street right-of-way, land dedicated to Elmore Commons or pedestrian way/internal drive aisle for which the building fronts.

- b. Exterior Materials. Building materials should be durable and appropriate for the district.

- (1) Exterior building façades shall be predominately:

- i. Brick or brick veneer.
 - ii. Stone or stone veneer.
 - iii. Glass (curtain/storefront).
 - iv. Windows and doors.

- (2) The following materials may be used as secondary building façade materials. Secondary materials shall not cumulatively exceed 30% of any façade in Development Area A. In Development Areas B and C, secondary materials shall not cumulatively exceed 30% of any façade facing the public right-of-way, land area dedicated as Elmore Commons, or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) and 50% of any façade not facing the public right-of-way, land area dedicated as Elmore Commons, or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way):

- i. Concrete panels.
 - ii. Decorative or split-face block.
 - iii. Architectural/decorative metals.
 - iv. Wood or wood composite.
 - v. Cementitious panels/siding.
 - vi. Stucco or exterior insulation and finish system (EIFS).
- (3) The following materials are prohibited exterior building façade materials:
 - i. Smooth face or non-decorative block.
 - ii. Asphaltic, fiberglass, vinyl or metal siding.
 - iii. Non-decorative metal panels or corrugated metal.
 - iv. Plywood, chipboard, rough texture wood siding, or other non-decorative wood.
 - v. Imitation/"fake" brick or stone and gravel aggregates.
- (4) Material substitutions may be permitted as an exception per Section J.1.c of the PUD
 - i. Materials listed in Section J.4.b.(3) above may be used as accent materials, not to cumulatively exceed 15% of any individual building façade.
 - ii. Material not listed within the PUD but of comparable design and quality may be substituted for a primary or secondary building façade material.
- c. Façade Articulation. Buildings shall be designed to provide interest and variety. Flat, unadorned walls should be avoided.
 - (1) Façade lengths shall not be greater than 40 feet without articulation including but not limited to:
 - i. Division of façade into individual components (i.e. storefronts, distinct uses) through the use of architectural elements such as entrances, arcades, windows, balconies, awnings, marquees, etc.
 - ii. Recesses or projections of the main façade plane.
 - iii. Recesses or projections of upper floors from the ground floor façade plane.
 - iv. Vertical division using different materials and textures.
 - v. Roof form variation such as the change in roof lines or roof types.
 - (2) Facades facing the right-of-way, land area dedicated as Elmore Commons or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) shall consist of a minimum percentage of windows and doors to promote a visual connection. Mirrored, smoked, or heavily tinted glass is prohibited. The minimum percentage of windows and doors are based on floor and use as follows:
 - i. Ground floor, nonresidential use. Total area of windows and doors shall comprise no less than 50% of the ground floor façade area.

- ii. Ground floor, residential use. Total area of windows and doors shall comprise no less than 20% of the ground floor façade area.
 - iii. Upper floors, all uses. Total area of windows and doors shall comprise no less than 25% of the total façade area above the ground floor.
- d. Building Entrances. Main entrances shall be clearly identified and articulated through the use of detailing, distinctive materials and/or colors, projections, recesses or other comparable element.
 - (1) Main entries are defined as those regularly used by employees, customers, residents and/or visitors.
 - (2) Commercial entries are to be clear glass and/or have equal amount of sidelight glass to opaque doors.
- e. Patios, Decks and Balconies.
 - (1) Ground level patios and decks facing the right-of-way, land area dedicated as Elmore Commons or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) shall be bordered with landscape treatments.
 - (2) Exterior stairs leading to a deck or balcony are not permitted on the front or right-of-way side of the building.
 - (3) Upper-story decks and balconies located on the wall shall be cantilevered (without any visible supports), stacked (supported by vertical columns), or hung (supported by chains from above).
- f. Roofs. Flat roofs are preferred. Pitched roofs are permitted if they are consistent with the building's architectural style or the character of the surrounding area.
 - (1) Rooftop terraces, decks, and gardens are highly encouraged.
- g. Mechanical and Exterior Building Systems. Mechanical and exterior building systems should be integrated into the overall building design.
 - (1) Roof-mounted equipment shall be screened, preferably by parapet walls. Screening shall be architecturally compatible with the structure which it is attached, be of identical or substantially similar materials used on the nearest building façade and designed as an integral part of the building.
 - (2) Wall mounted equipment are not permitted on the front or right-of-way side of the building.

K. ACCESS AND CIRCULATION. Access and circulation for automobile and pedestrian traffic shall be established in substantial conformity with Exhibit C - Circulation Plan.

- 1. Areas identified as "Bond Street Extended" and "Donald Driver Way Extended" shall be dedicated to the public as street right-of-way.
 - a. "Bond Street Extended" and "Donald Driver Way Extended" shall connect North Broadway and Kellogg Street.

2. Areas identified as “Elmore Commons” shall either be dedicated to the public to act as a pedestrian mall or, if privately held, provide for public access and use through permanent easement(s).
 - a. “Elmore Commons” shall act as a pedestrian and bicycle link between North Broadway, Donald Driver Way extended and the multiple-use trail to be located along the eastern boundary of the PUD area.
 - b. One vehicular crossing from internal parking areas shall be permitted to traverse “Elmore Commons” within Development Area “A” if the following measures to ensure pedestrian safety are incorporated into its design, with final design approval by the Director of Community and Economic Development:
 - (1) Width of vehicle crossing shall not exceed 22 feet and any other surface pavement adjacent to “Elmore Commons” but outside the designated crossing include barrier(s) that prohibit vehicle movement.
 - (2) Pedestrian element of “Elmore Commons” is emphasized over the vehicular element through the use of different material/colors and is grade separated from adjoining drive aisles by means such as mountable curbing or a speed table.
 - (3) Signage and/or decorative gate mechanisms is installed on both the north and south side of the crossing, identifying “Elmore Commons” as a pedestrian way and possibly have the ability to limit vehicle crossing.
3. Areas identified as a multiple-use trail shall be dedicated to the public or if privately held provide for public access and use through permanent easement(s).
 - a. Multiple-use trail shall act as a pedestrian and bicycle link between “Bond Street extended”, “Elmore Commons” and Kellogg Street.
4. Coordinated pedestrian connections linking all individual building entries, public rights-of-way, “Elmore Commons”, and the multiple-use trail within the PUD area through the use of public sidewalks and/or private walks/trails.

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

ATTEST:

Clerk

DB

9/18/18

Attachments:

Exhibit A - Location Map

Exhibit B - Development Areas

Exhibit C - Circulation Plan

EXHIBIT A - LOCATION MAP



[illegible]

EXHIBIT C - CIRCULATION PLAN

The map illustrates a proposed multiple-use trail (highlighted in blue) that follows a path through the Elmore Commons area. The trail begins at Bond St Extended, runs east through Elmore Commons, and then follows Donald Driver Wy Extended. A callout box points to the trail with the text "MULTIPLE-USE TRAIL".

Key streets shown include Mather St, Alma St, James St, Mc Donald St, Bond St, N Broadway, N Chestnut Av, Elmore St, Kellogg St, and Donald Driver Wy. The map also displays various property lots with owner names and acreage, such as 5-1756 (232,650 sq ft) and 5-1524 (4,487 sq ft). The Fox River is visible at the bottom right.



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # W.2.

General Ordinance No. 22-18

An ordinance amending Section 2.06(7), Green Bay Municipal Code, relating to reconsideration.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. GO 22-18 Amend Sect. 2.06(7) relating to reconsideration

GENERAL ORDINANCE NO. 22-18

**AN ORDINANCE
AMENDING SECTION 2.06(7),
GREEN BAY MUNICIPAL CODE,
RELATING TO RECONSIDERATION**

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

SECTION 1. Section 2.06(7), Green Bay Municipal Code, is hereby amended to read:

2.06(7) Reconsideration. ~~Motions for reconsideration shall conform to "Robert's Rules of Order, Newly Revised", except~~ Any member voting with the majority may move for a reconsideration of the vote on any question at that meeting or at the next succeeding regular meeting. If the member wishes to reconsider at the next succeeding regular meeting, the item must be placed on the upcoming agenda in order to comply with open meetings law requirements. If the motion for reconsideration is not on the agenda, it may be made and referred to the following meeting. The motion may not be acted upon until it appears on the agenda. ~~a~~Appointments of city officers shall not be subject to reconsideration whether confirmed or rejected by the council.

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

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

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

APPROVED:

Mayor

ATTEST:

Clerk

KKJ
9/18/18



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # W.3.

General Ordinance 25-18

An ordinance amending Section 2.06(8), Green Bay Municipal Code, relating to reading of ordinances.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. GO 25-18 Amend Sect. 2.06(8) relating to Reading of Ordinances

GENERAL ORDINANCE NO. 25-18

AN ORDINANCE
AMENDING SECTION 2.06(8),
GREEN BAY MUNICIPAL CODE, RELATING
TO READING OF ORDINANCES

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

SECTION 1. Section 2.06(8), Green Bay Municipal Code, is hereby amended as follows:

(8) Reading of ordinances. All ordinances shall have ~~three~~ two readings. ~~unless the rule is suspended by a two-thirds vote of members present. However, no~~ An ordinance shall may not be passed acted upon at the meeting it is introduced, unless the rule is suspended by a ~~unanimous~~ two-thirds vote of the members present.

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

KKJ

9/18/18



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

MEETING DATE

September 18, 2018

PREPARED BY

AGENDA ITEM # W.4.

General Ordinance No. 21-18

An ordinance amending Section 27.307, Green Bay Municipal Code, relating to animals prohibited at certain events.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. GO No.21-18

GENERAL ORDINANCE NO. 21-18

**AN ORDINANCE
AMENDING SECTION 27.307,
GREEN BAY MUNICIPAL CODE,
RELATING TO ANIMALS PROHIBITED AT CERTAIN EVENTS**

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

SECTION 1. Section 27.307, Green Bay Municipal Code, is hereby amended as follows:

27.307 ANIMALS PROHIBITED AT CERTAIN EVENTS.

(1) PROHIBITION. No person may bring an animal into an area where an event listed in subsection (2) is being conducted without written permission of the management of the event or an authorized representative thereof.

(2) EVENTS. The prohibition in subsection (1) shall apply at the following events:

~~(a) Celebrate Americafest and Artstreet. For these events, the event area shall be bounded by Broadway on the west, Walnut Street on the south, Madison Street on the east and the East Rover and Mather Street on the north.~~

(a) Special Event. Any special event unless approved by the Safety Manager pursuant to Green Bay Municipal Code §6.15.

(b) Lambeau Field. Any event open to the public held at Lambeau Field. For these events, the event area shall include the parking lot only at times when the lot is open for parking for an event in Lambeau Field.

(3) EXCEPTIONS. This prohibition shall not apply to police animals in the course of their official police duties or a dog for the blind, deaf, or mobility-impaired meeting the requirements of § 174.056, Wis. Stats.

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

SECTION 3. This ordinance shall take effect on May 2, 2017.

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

APPROVED:

Mayor

ATTEST:

Clerk

JF

9/18/18

GENERAL ORDINANCE NO. 23-18

**AN ORDINANCE
AMENDING SECTION 29.208,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS**

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

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING zone:

EAST SHORE DRIVE, both sides, from a point 385 feet east of East Shore Circle to Nicolet Drive.

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING zone:

EAST SHORE DRIVE, north side, from a point 385 feet east of East Shore Circle to Nicolet Drive.

EAST SHORE DRIVE, south side, from a point 1,550 feet east of Irwin Avenue to Nicolet Drive.

SECTION 3. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 4. 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

9/18/18