



AGENDA OF THE COMMON COUNCIL

**MONDAY, NOVEMBER 5, 2018, 4:30 PM
COUNCIL CHAMBERS
ROOM 203, CITY HALL**

- A. Roll Call.**
- B. Pledge of Allegiance.**
- C. Invocation.**
- D. Approval of Minutes.**
 - 1. Approval of the minutes of the October 16, 2018 meeting.
 - 2. Approval of the minutes of the October 22, 2018 special meeting.
- E. Approval of the Agenda.**
- F. Report by the Mayor.**
- G. Announcements.**
- H. Public Hearings.**
 - 1. Zoning Ordinance No. 16-18
An ordinance rezoning property located at 2405 West Mason Street (Frontage Road) from Business Park (BP) District to General Commercial (CI) District.
 - 2. Planning Ordinance No. 4-18
An Ordinance amending the Official Map of the City of Green Bay by closing the unimproved portion of Kellogg Street.
 - 3. Public Hearing of the 2019 Proposed City of Green Bay Budget.
- I. Ordinances - Second Reading for Adoption.**
 - 1. Zoning Ordinance No. 16-18
An ordinance rezoning property located at 2405 West Mason Street (Frontage Road) from Business Park (BP) District to General Commercial (CI) District.

2. Planning Ordinance No. 4-18
An Ordinance amending the Official Map of the City of Green Bay by closing the unimproved portion of Kellogg Street.

J. Report of the Improvement & Services Committee (October 29, 2018).

1. To hold until the November 14, 2018 Improvement and Services Committee meeting the 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).
2. To approve the request by Capital Credit Union to have the City of Green Bay accept dedication of the infrastructure and storm water management pond associated with the Mahon Creek 1st Addition subdivision.
3. To approve as amended the request by 304 North Adams Green Bay LLC for a change of agent and enter into a parking agreement at the Pine Street Ramp for Hotel Northland, subject to possible modifications by 304 N. Adams Green Bay LLC.
4. To refer to staff the request by Ald. Wery to review how sidewalk replacements are funded, with staff reporting back to Improvement and Services Committee how the ten largest communities in Wisconsin handle repairing damage caused by any means to sidewalk.
5. To approve the request by Department of Public Works to approve Amendment No. 5 for Professional Service Agreement between City and Ayres Associates for North Webster Avenue design in the amount of \$18,940.
6. To approve the request by Department of Public Works to extend 5-year option for parking on Lot "MM" with Arlington Computer Products LLC.
7. To approve the request by Parks Department to install access to west side trail with associated sidewalk on the east end of San Jose Place.
8. To approve the award of the contract PINE ST. PARKING RAMP OFFICE HVAC REPLACEMENT to the low, responsive bidder, AMA Inc., in the amount of \$76,964.
9. To approve the request by Wisconsin Public Service Corporation for an Easement across the following City owned parcels:
 - A. 2880 St. Anthony Drive – Tax Parcel #21-275-10-B.
 - B. 629 Mt. Mary Drive – Tax Parcel #21-324-1-1.
10. To approve the application for Concrete Sidewalk Builder's License by Milis Flatwork pending an acceptable reference verification.
11. To approve the application for Tree & Brush Trimmer License by Basic Tree Service pending an acceptable reference verification.

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

A. Award of contracts

1. To approve to award contract PARKS PROJECT 3-18 (BAY BEACH GIANT WHEEL PROJECT) to the low, responsive bidder, Lunda Construction, in the amount of \$1,445,451.50 (held over from the October 9, 2018 Improvement and Services Committee meeting).

2. To approve to award contract RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group #2 to the low, responsive bidder, Badgerland Demolition & Earthwork, Inc., in the amount of \$60,558.

B. Enter into a State/Municipal Agreement with the Wisconsin Department of Transportation for Traffic Signal Upgrades along West Mason Street from Military Avenue to 12th Street.

C. Enter into a State/Municipal Agreement with the Wisconsin Department of Transportation for LED Bulb Replacement at various locations across City of Green Bay.

K. Report of the Protection & Policy Committee (October 22, 2018).

1. To refer to staff General Ordinance 28-18, an ordinance to repeal and recreate Section 6.15 relating to special events to make the proposed changes as presented by staff.
2. To approve the change of agent for Krist Oil Company at 1180 E. Mason St.
3. To approve an application for a retail license transfer- premises to premises by Carnitas El Bajio to transfer his Class "B" Beer license from 1742 E. Mason St. to 1698 E. Mason St., with the approval of the proper authorities.
4. To refer to staff to bring back the Click and Collect Ordinance for discussion and possible action and to hold a request by Skogen's Foodliner, Inc. at 2430 University Ave. to amend their liquor license description from "One story cement building SEP W&S Storage and checkouts" to "one story cement building, approximately 80,110 sq. ft., with separate wine and spirits storage and checkout, including designated stalls in parking lot for online grocery pickup Click and Collect Ordinance until the ordinance is approved.
5. To approve an application for an available "Class B" Combination License for Everardo Curiel at 1657 Main St., with the approval of the proper authorities (previously licensed in the 2016-2017 license year as Nic's Bar).
6. To approve an application for a "Class B" Combination license for Titledown Tobacco LLC at 159 N. Broadway (currently Prohibition Spirits LLC), with the approval of the proper authorities.
7. To approve an application for an available "Class B" Combination license for Amphora Wine Bar, LLC at 131 N. Broadway with a licensed description as "bar area, seating area, back bar area, and storage in the basement on 131 N. Broadway, with the approval of the proper authorities.

8. To approve an appeal by Evelyn Buford to the denial of her Operator's License.
9. To approve General Ordinance 27-18 amending Section 27.902(2), Green Bay Municipal Code, relating to penalties for marijuana possession, previously discussed at the October 8 Protection & Policy meeting (3-1).
10. To refer to staff a request by Ald. Scannell that the Advisory Committee items be placed on the Protection and Policy committee agendas.
11. To receive and place on file the Liquor Violation Report from the Police Department for October 22, 2018.

L. Report of the Protection & Policy Committee Granting Operator Licenses.

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

M. Report of the Plan Commission (October 22, 2018).

1. To approve the 2019 Business Improvement District Operating Plan for Downtown Green Bay, Inc.
2. To approve the 2019 Business Improvement District Operating Plan for Olde Main Street, Inc.
3. To approve the 2019 Business Improvement District Operating Plan for On Broadway, Inc.
4. To approve the 2019 Business Improvement District Operating Plan for Military Avenue Business Association.

N. Report of the Joint Finance/Personnel Committee (October 30, 2018).

With regard to each of the items contained in this section D, the Committee may convene in closed session pursuant to Sections 19.85(1)(c) and (e), Wis. Stats., to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility and for purposes of deliberating or negotiating the sale of public properties, investing of public funds as necessary for competitive or bargaining reasons. The Committee 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.

1. To approve the request to fill the replacement position of Civil Engineer in Public Works and all subsequent vacancies resulting from internal transfers.
2. To approve the request to transfer \$14,714.00 from Contingency to Police and Fire Commission to cover recruitment costs in 2018.
3. To approve action on a new FireWorks contract replacing current ImageTrend.
4. To approve the Transit Capital Equipment, Operating, and Revenues 2019 Budget (pages 177, 218).

5. Common Council (page 14).

To add \$15,883.00 back into the budget to reinstate health and dental insurance for alderpersons.

To adopt the 2019 City Common Council budget as amended.

6. To approve the Mayor and Police & Fire Commission 2019 Budget (page 18).
7. To approve the Administrative Services including Finance, Clerk, Assessor, Purchasing, Election, Board of Review, Information Technology, Document Center, and Public Safety/Gov. Equipment Replacement 2019 Budget (page 24).
8. To approve the Law 2019 Budget (page 49).
9. To approve the Municipal Court 2019 Budget (page 57).
10. To approve the Human Resources 2019 Budget (page 63).
11. To approve the Community & Economic Dev. & Equipment Replacement 2019 Budget (page 70).
12. To approve the Police, Humane Officer, and Equipment Replacement 2019 Budget (page 83).
13. To approve the Fire and Equipment Replacement 2019 Budget (page 97).
14. To approve the Public Works including Engineering, Operations, Traffic, and Equipment Replacement 2019 Budget (page 107).
15. Parks, Rec & Forestry including Admin., City Hall, Triangle Hill, Parks, Recreation, Pools, Forestry, Wildlife Sanctuary, and Equipment Replacement (page 128).

To add \$19,868.00 into the budget to cover health and dental insurance for 2 Naturalists and 2 Teachers starting Fall of 2019.

To approve the Parks, Rec & Forestry 2019 Budget as amended.

16. To remove \$20,000.00 from line item #59007 (Historic Preservation) in the Miscellaneous Budget (page 155) as it is also in the Economic Development Contractual Services.

To amend the Budget as stated.

To adopt the 2019 Miscellaneous Budget as amended.

17. To approve the Sanitary Sewer 2019 Budget (page 165).
18. To approve the Parking Utility 2019 Budget (page 169).
19. To approve the Storm Sewer 2019 Budget (page 173).

20. To approve the Bay Beach / Bay Beach Capital 2019 Budget (page 187).
21. To approve the Debt Service 2019 Budget (page 192).
22. To approve the Neighborhood Enhancement 2019 Budget (page 195).
23. To approve the Workers Compensation 2019 Budget (page 199).
24. To approve the General Liability 2019 Budget (page 200).
25. To approve the Health Insurance Escrow 2019 Budget (page 201).
26. To approve the Revenue - General Fund 2019 Budget (page 203).
27. To approve the Revenue - Sanitary Sewer 2019 Budget (page 213).
28. To approve the Revenue - Parking Utility 2019 Budget (page 214).
29. To approve the Revenue - DPW Equipment Replacement 2019 Budget (page 215).
30. To approve the Revenue - Storm Sewer 2019 Budget (page 217).
31. To approve the Revenue - Bay Beach 2019 Budget (page 220).
32. To approve the Revenue - Debt Service 2019 Budget (page 221).
33. To approve the Revenue - Equipment Replacement Funds 2019 Budget (page 223).
34. To approve the Revenue - Neighborhood Enhancement 2019 Budget (page 228).
35. To approve the Revenue - Workers Compensation 2019 Budget (page 229).
36. To approve the Revenue - General Liability 2019 Budget (page 230).
37. To approve the Revenue - Health Insurance Escrow 2019 Budget (page 231).
To add \$2,076.00 to Contingency.
To approve the Mayor's 2019 recommended Budget as amended.

O. Report of the Park Committee (October 29, 2018).

1. To approve the request by the Kennedy Park Neighborhood Association to install a neighborhood sign in Kennedy Park.
2. To approve the request by Wisconsin Public Service for a 12' wide utility easement in Colburn Park contingent upon the review and approval by the Law Department.

P. Report of the Public Arts Commission (October 24, 2018).

1. To approve the new logo design for the Green Bay Public Arts Commission.
2. To deny the Annual Grant Program application from CP.
3. To approve the Annual Grant Program application from Alex Zacarias for \$600.00.

Q. Report of the Traffic, Bicycle, and Pedestrian Commission (October 22, 2018).

1. To receive and place on file the report by the Police Department of the 2018 3rd quarter serious injury and fatality crashes.
2. To approve the request by the Traffic Engineer to modify the heavy traffic route system by removing Erie Road, removing Finger Road, and adding East Mason Street from Erie Road to the east City limits.
3. To receive and place on file the request to relocate the Hartung Street bike trail crossing of East Mason Street to Goodell Street due to safety concerns.
4. To refer to staff to investigate federal and/or state funding for an alternative crossing option such as a pedestrian bridge over East Mason Street connecting the East River Trail.

5. To approve the request by the Traffic Engineer to update the Index of Traffic Regulations as referenced in Sec. 29.307, Index of Traffic Regulations, relative to regulatory traffic conditions on public streets that are no longer needed due to roadway modifications or were missing by:

A. Remove the following NO LEFT TURN restrictions:

1. Cherry Street at Jefferson Street, eastbound, daily.
2. Driveway (Cub Foods) at Military Avenue, eastbound, daily.
3. Driveway (Days Inn) at Main Street, northbound, daily.
4. Laura Street at Main Street, northbound, daily.
5. University Avenue at Fred Street, westbound, daily.
6. Velp Avenue at Atkinson Drive, eastbound, daily.
7. Walnut Street at Madison Street, westbound, daily.
8. Walnut Street at Jefferson Street, eastbound, daily.
9. Walnut Street at Museum Place, eastbound, daily.

B. Adding the following NO LEFT TURN restriction:

1. Clay Street at Mason Street, southbound, daily.
2. Leo Street at Military Avenue, northbound and southbound, daily.
3. Lyndon Street at Velp Avenue, southbound, daily.
4. Mason Street at a point 500 ft west of East Town Way (Fire Station #5), eastbound, daily.
5. Shea Avenue at Velp Avenue, southbound, daily.

C. Remove the following NO RIGHT TURN restrictions:

1. Ashland Avenue at Mason Street Exit, northbound, daily.
2. Ashland Avenue at Mason Street Exit, southbound, daily.
3. Cherry Street at Madison Street, eastbound, daily.
4. Forest Street at Cedar Street, southbound, daily.
5. Gregby Way at Main Street, southbound, daily.
6. Jefferson Street at Walnut Street, westbound, daily.
7. Madison Street at Walnut Street, eastbound, daily.
8. Main Street at Oak Grove Avenue, northbound, daily.
9. Pine Street at Madison Street, northbound, daily.
10. University Avenue at Fred Street, northbound, daily.

D. Remove the following NO U-TURN restrictions:

1. Main Street at Morrow Street, eastbound, daily.
2. Mason Street at Superior Road, eastbound, daily.
3. Military Avenue at railroad crossing between Western Avenue and Leo Street, northbound and southbound, daily.
4. Military Avenue at a point 450 ft north of Mason Street, northbound, daily.
5. Monroe Avenue at island between Mason Street and Chicago Street, northbound, daily.
6. Oak Grove Avenue at Deckner Avenue, northbound, daily.
7. Walnut Street at alleyway 100 ft west of Washington Street, westbound, daily.

E. Remove the following NO TURN ON RED restrictions:

1. Ashland Avenue at Ninth Street, southbound, daily.

R. Report of the Sustainability Commission (October 4, 2018)

1. To approve creating a work plan with the attached template and information, using the goals approved at the last meeting.
2. To approve scheduling a strategic planning session with identified stakeholders.

S. Report of the Redevelopment Authority (November 1, 2018)

1. To approve as amended the Development Agreement Amendment Number Two (2) with GBES Owner I, LLC for East Town Mall Redevelopment at 2350 E. Mason St. (Tax Parcel 21-126-7) and 2350-2390 E. Mason St. (Tax Parcel 21-126-3), subject to minor legal and technical revisions.

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

2. To continue negotiations on sale of real property at Washington St. (Tax Parcel 15-168).

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

T. Receive & Place on File.

1. Building Permit Report for October 2018.

U. Resolutions.

1. Resolution adopting the 2019 Operating Plan for Downtown Green Bay, Inc. Business Improvement District.
2. Resolution adopting the 2019 Operating Plan for Olde Main Street, Inc. Business Improvement District.
3. Resolution adopting the 2019 Operating Plan for On Broadway, Inc. Business Improvement District.
4. Resolution adopting the 2019 Operating Plan for the Military Avenue Business Association Business Improvement District.
5. Resolution approving easement across City owned parcels.
6. Resolution approving the dedication of City owned lands for street purposes for the reconstruction of Erie Road from East Mason Street to Padi Wood Lane.
7. Resolution cancelling pending special assessments for pavement construction, water main, and water services.
8. Resolution authorizing the transfer of \$14,714.00 from the Contingency Account to Police and Fire Commission.
9. Resolution adopting 2019 budget and tax levy.

V. Referral of Petitions & Communications.

W. Ordinances - First Reading.

1. General Ordinance 27-18
An ordinance amending Section 27.902(2), Green Bay Municipal Code, relating to penalties for marijuana possession.
2. General Ordinance No. 30-18
An ordinance amending Section 29.307, Green Bay Municipal Code, relating to traffic regulations.

X. 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. 16-18

**AN ORDINANCE
REZONING PROPERTY LOCATED
AT 2405 WEST MASON STREET (FRONTAGE ROAD)
FROM BUSINESS PARK (BP) DISTRICT
TO GENERAL COMMERCIAL (C1) DISTRICT
(ZP 18-30)**

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 portion of property located at 2405 W. Mason Street from Business Park (BP) District to General Commercial (C1) District:

NORTH 475 FEET OF LOT 14 S29 T24N R20E EXCEPT SOUTH 70
FEET OF NORTH 1150 FT & EXCEPT J10473-28 FOR STREET

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

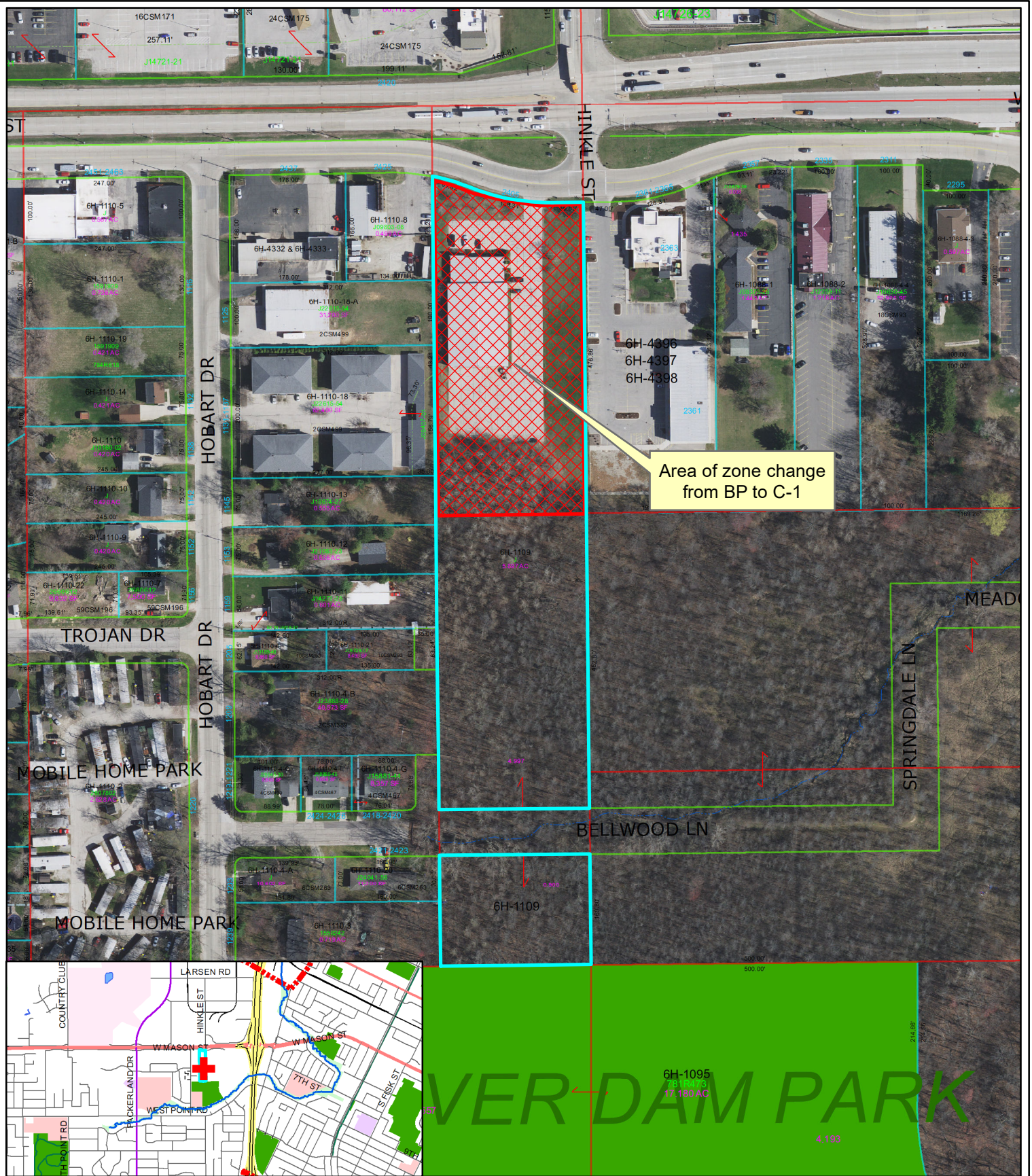
ATTEST:

Clerk

DB

10/02/18

Attachment – Map



 Subject Property

Zoning Petition (ZP 18-30)

Request for a zone change of a portion of the property located at 2405 West Mason Street (Frontage Road) from the Business Park (BP) to General Commercial (C-1) District.

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



0 100 200 Feet



PLANNING ORDINANCE NO. 4-18

**AN ORDINANCE
AMENDING THE OFFICIAL MAP OF THE
CITY OF GREEN BAY BY CLOSING THE
UNIMPROVED PORTION OF KELLOGG STREET**

**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 by closing to public traffic the unimproved portion of Kellogg Street. Said proposed street closure is depicted on a map attached hereto and made a part of this ordinance as though fully set forth herein.

SECTION 2. This amendment of the Official Map is subject to the following conditions:

- a. Approval of the corresponding Subdivision Plat (CP 18-01) showing the closure area.
- b. A Maintenance Agreement for the closure area on Kellogg Street with the Department of Public Works.

SECTION 3. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 12.03, 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

10/02/18

Attachments (legal description and map)

LEGAL DESCRIPTION FOR AMENDING
THE OFFICIAL MAP OF THE CITY OF GREEN BAY TO APPROVE
THE CLOSURE OF AN UNIMPROVED PORTION OF KELLOGG STREET

Part of Kellogg Street, being located in part of the Fort Howard Military Reserve, now known as the Railroad Grant, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northeast corner of Lot 11 of the recorded Plat "Larsen Green" (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records); thence S63°50'01"E, 123.59 feet along the Southerly right of way of Kellogg Street to the point of beginning; thence 58.50 feet along the arc of a 314.00 foot radius curve to the left whose long chord bears N32°59'05"E, 58.41 feet; thence S63°50'01"E, 44.00 feet; thence S57°36'26"E, 8.06 feet; thence S43°33'52"W, 59.86 feet; thence N63°50'01"W, 41.08 feet to the point of beginning.

Area contains 2,652 square feet / 0.06 acres more or less.



Report to the
Common Council
of the City of Green Bay

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # H.3.

Public Hearing of the 2019 Proposed City of Green Bay Budget.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2018-11-05 Budget Publication

NOTICE OF PUBLIC HEARING ON PROPOSED BUDGET FOR 2019

CITY OF GREEN BAY, WISCONSIN

The Common Council of the City of Green Bay will hold a public hearing on the 2019 Budget on Monday, November 5, 2018 at 4:30 p.m.

The meeting will be held at 100 N. Jefferson Street, Room 203, Green Bay, WI.

A detailed copy of the budget is available for inspection on the City's website, www.greenbaywi.gov or at the Finance Director's Office in City Hall.

	2017	2018	2018	2019	% Change from
REVENUES	Actual	Budget	Projected Actual	Proposed	2018 budget
Property Taxes	\$ 52,699,252	\$ 53,734,186	\$ 53,734,186	\$ 53,986,081	0.5%
Other taxes	2,933,310	2,977,619	2,955,120	2,994,521	0.6%
Intergovernmental	27,796,046	26,390,583	26,969,280	26,698,194	1.2%
Licenses and permits	2,247,306	2,127,250	2,276,750	2,110,450	-0.8%
Fines, forfeitures and penalties	1,201,839	1,475,000	1,375,000	1,485,500	0.7%
Public charges for services	7,168,495	7,832,466	7,388,053	8,193,870	4.6%
Miscellaneous	3,751,586	3,714,681	3,723,810	2,956,046	-20.4%
Debt Paid by Others	10,475,365	9,521,887	9,415,410	8,978,870	-5.7%
TOTAL REVENUES	\$ 108,273,199	\$ 107,773,672	\$ 107,837,609	\$ 107,403,532	-0.3%
EXPENDITURES					
General Government	\$ 6,197,298	\$ 6,352,336	\$ 6,340,866	\$ 6,304,133	-0.8%
Public Safety	50,420,849	51,299,123	51,849,169	51,321,755	0.0%
Public Works	16,345,209	16,432,527	16,539,338	16,489,832	0.3%
Health and human services	162,003	177,237	177,237	179,531	1.3%
Culture, recreation and education	8,287,350	8,485,668	8,446,372	8,531,742	0.5%
Conservation and development	1,125,920	1,250,013	1,250,013	1,199,721	-4.0%
Capital outlay	823,490	727,962	438,236	169,000	-76.8%
Debt Service	20,720,523	18,915,542	18,915,542	18,535,281	-2.0%
Other financing uses	4,761,450	4,133,264	4,140,879	4,672,537	13.0%
TOTAL EXPENDITURES	\$ 108,844,092	\$ 107,773,672	\$ 108,097,651	\$ 107,403,532	-0.3%
ASSESSED TAX RATE	\$ 8.85	\$ 9.02	\$ 9.02	\$ 9.12	1.1%
TAX INCREMENT DISTRICTS	\$ 2,229,930	\$ 2,966,421	\$ 2,966,421	\$ 3,053,448	
OUTSTANDING GEN OBLIGATION 12/31	\$ 149,502,077	\$ 151,705,000	\$ 151,705,000	\$ 159,705,000	**

** Outstanding debt is reduced by 2018 budgeted principal payment

Informational - BALANCES AS OF 12/31/17

GENERAL FUND	\$ 16,575,861
DEBT SERVICE FUNDS	1,593,537
SPECIAL REVENUE FUNDS	15,016,549
CAPITAL PROJECTS FUNDS	48,419,255
INTERNAL SERVICE FUNDS	<u>1,751,912</u>
	\$ 83,357,114

ZONING ORDINANCE NO. 16-18

**AN ORDINANCE
REZONING PROPERTY LOCATED
AT 2405 WEST MASON STREET (FRONTAGE ROAD)
FROM BUSINESS PARK (BP) DISTRICT
TO GENERAL COMMERCIAL (C1) DISTRICT
(ZP 18-30)**

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 portion of property located at 2405 W. Mason Street from Business Park (BP) District to General Commercial (C1) District:

NORTH 475 FEET OF LOT 14 S29 T24N R20E EXCEPT SOUTH 70
FEET OF NORTH 1150 FT & EXCEPT J10473-28 FOR STREET

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

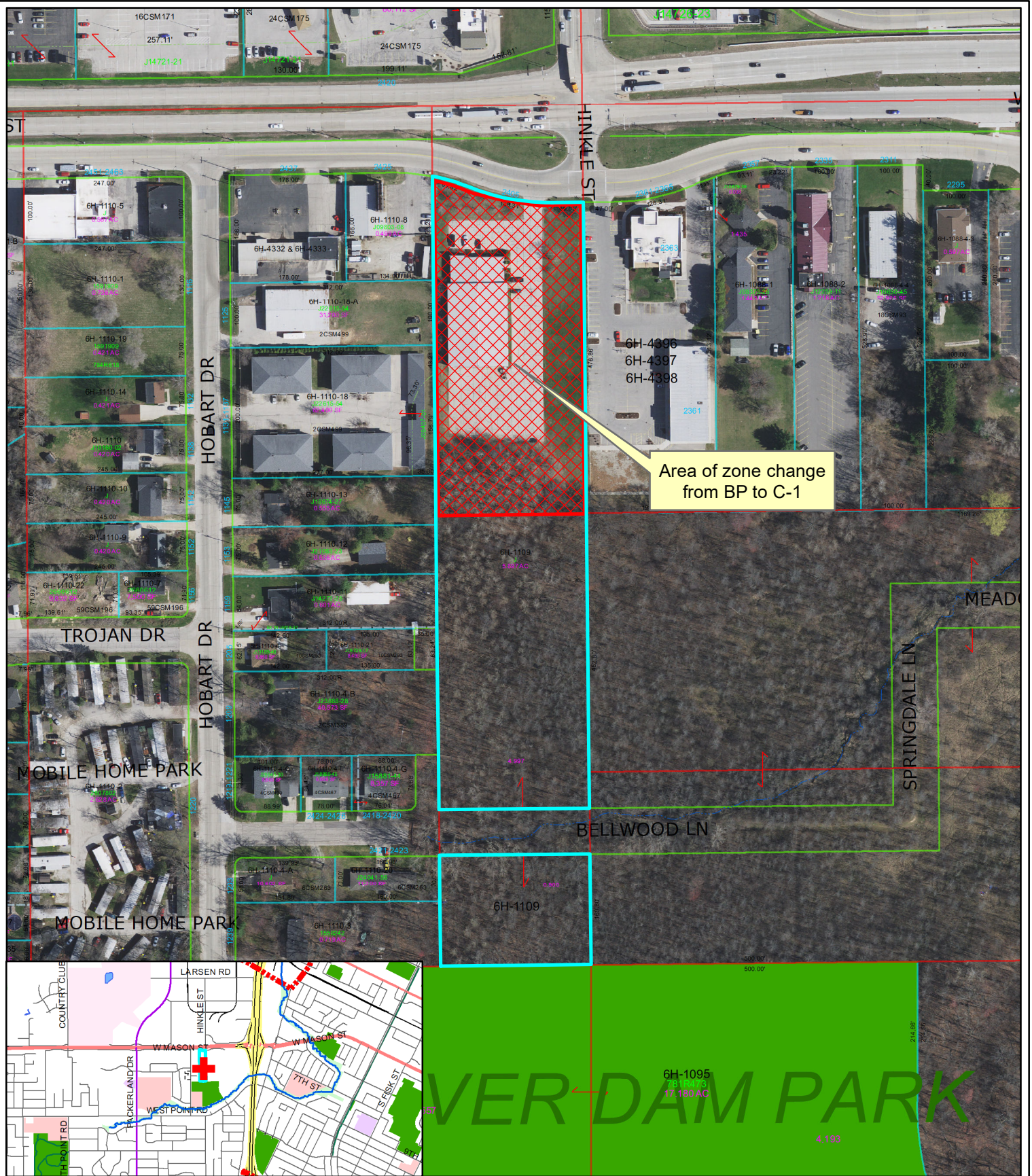
ATTEST:

Clerk

DB

10/02/18

Attachment – Map



 Subject Property

Zoning Petition (ZP 18-30)

Request for a zone change of a portion of the property located at 2405 West Mason Street (Frontage Road) from the Business Park (BP) to General Commercial (C-1) District.

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



0 100 200 Feet



PLANNING ORDINANCE NO. 4-18

**AN ORDINANCE
AMENDING THE OFFICIAL MAP OF THE
CITY OF GREEN BAY BY CLOSING THE
UNIMPROVED PORTION OF KELLOGG STREET**

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 by closing to public traffic the unimproved portion of Kellogg Street. Said proposed street closure is depicted on a map attached hereto and made a part of this ordinance as though fully set forth herein.

SECTION 2. This amendment of the Official Map is subject to the following conditions:

- a. Approval of the corresponding Subdivision Plat (CP 18-01) showing the closure area.
- b. A Maintenance Agreement for the closure area on Kellogg Street with the Department of Public Works.

SECTION 3. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 12.03, 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

10/02/18

Attachments (legal description and map)

LEGAL DESCRIPTION FOR AMENDING
THE OFFICIAL MAP OF THE CITY OF GREEN BAY TO APPROVE
THE CLOSURE OF AN UNIMPROVED PORTION OF KELLOGG STREET

Part of Kellogg Street, being located in part of the Fort Howard Military Reserve, now known as the Railroad Grant, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northeast corner of Lot 11 of the recorded Plat "Larsen Green" (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records); thence S63°50'01"E, 123.59 feet along the Southerly right of way of Kellogg Street to the point of beginning; thence 58.50 feet along the arc of a 314.00 foot radius curve to the left whose long chord bears N32°59'05"E, 58.41 feet; thence S63°50'01"E, 44.00 feet; thence S57°36'26"E, 8.06 feet; thence S43°33'52"W, 59.86 feet; thence N63°50'01"W, 41.08 feet to the point of beginning.

Area contains 2,652 square feet / 0.06 acres more or less.



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # J.I.

To hold until the November 14, 2018 Improvement and Services Committee meeting the 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).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2018 Lot BW management agreement DRAFT
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.

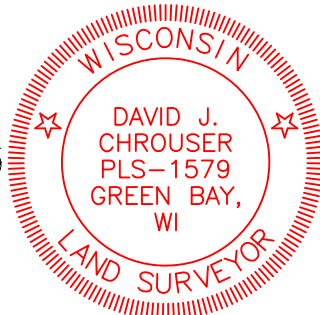
This being the same property as described in Knight Barry Title Services LLC, Title Commitment Number 859956, dated October 12, 2016.

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.

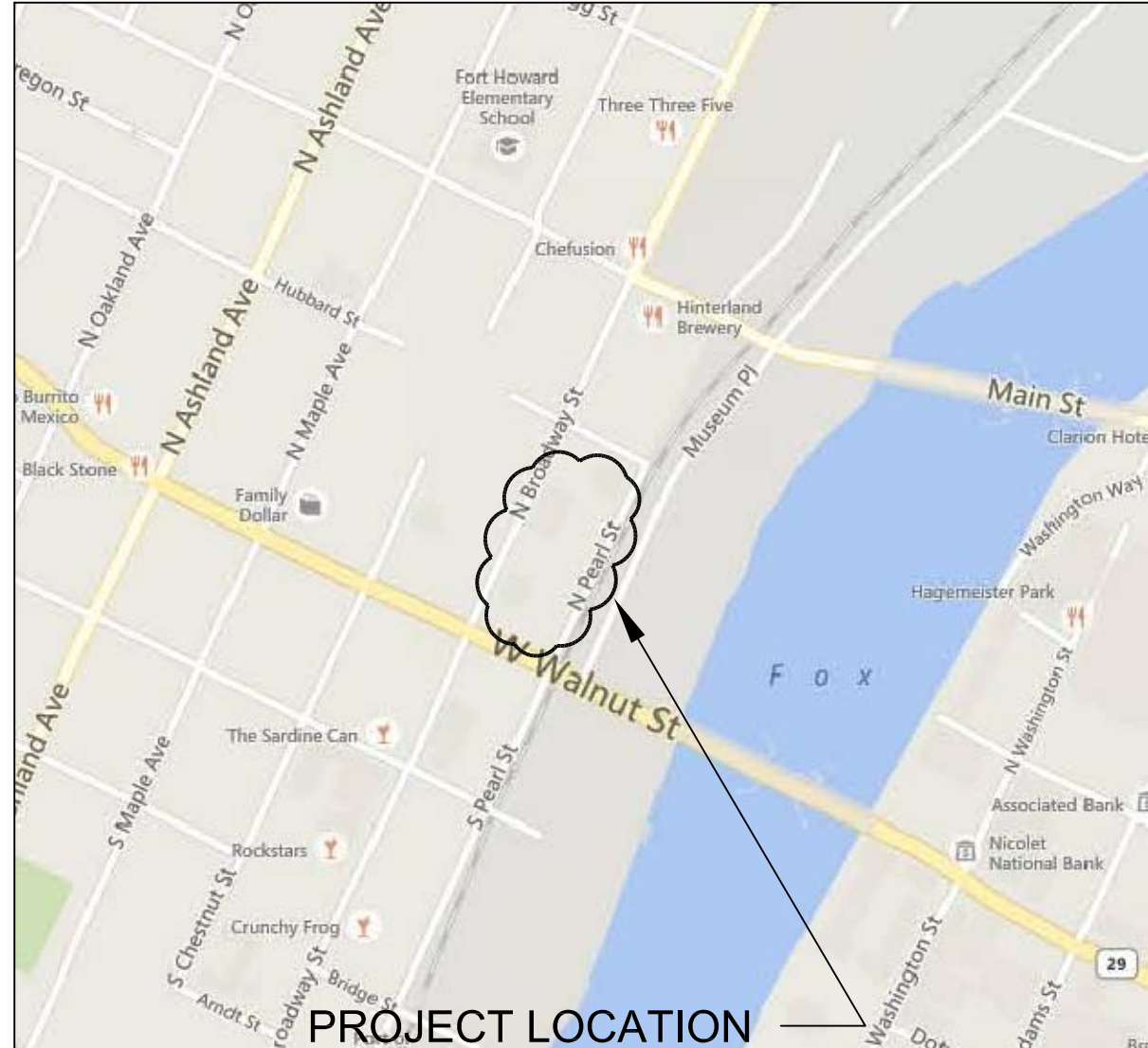
Date of Plat of Map: December 15, 2016

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.

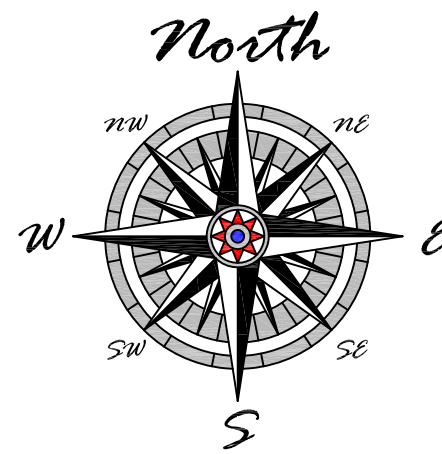


Schedule B-II Notes

- 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

TAX PARCEL NO.
4-194, 4-193, 4-192, 4-191, 4-190, 4-189, 4-188, 4-187, 4-253-4

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

November 5, 2018

PREPARED BY

AGENDA ITEM # J.2.

To approve the request by Capital Credit Union to have the City of Green Bay accept dedication of the infrastructure and storm water management pond associated with the Mahon Creek 1st Addition subdivision.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. MahonCreekEstates_1stAddition - Letter from John R. Petitjean
2. MahonCreekEstates_1stAddition

HINGFUSS, SICKEL, PETITJEAN & WIETING

ATTORNEYS AT LAW

RECEIVED
OCT 02 2018

James R. Sickel
Frederick C. Wieting
John R. Petitjean
Kurtis A. Wieting
Kristine A. Pihlgren
Alexander J. Sickel
Trisha M. Schense

Jefferson Court Building
125 S. Jefferson Street, Suite 101
Green Bay, WI 54301
E-mail: mail@hspwlaw.com
www.hspwlaw.com
Fax 920-432-4446
Phone 920-432-7716

William Hinkfuss
Retired
J. Robert Petitjean
(1925-1981)
Daniel J. Vande Loo
(1965-2005)
Christopher R. Hinkfuss
(1965-2016)

October 1, 2018

City of Green Bay
Attn: Mayor Jim Schmitt & City Council
100 N. Jefferson Street
Green Bay, WI 54301

Re: Mahon Creek 1st Addition Subdivision

Dear Mayor Schmitt and City Council:

Please be advised that I represent Capital Credit Union. The Credit Union is requesting the City to accept a dedication of the infrastructure in and associated with the Mahon Creek 1st Addition Subdivision in accordance with the Developer's Agreement dated March 8, 2011. Said dedication shall include the transfer of the property to the City where the storm water pond is located. The Credit Union believes that the storm water pond is free of excessive sediment loading and not in need of dredging or cleaning.

Thank you for your attention to this matter. We look forward to your response.

Very truly yours,


John R. Petitjean

tf

cc: Mr. Jonathan Probst, Capital Credit Union



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # J.3.

To approve as amended the request by 304 North Adams Green Bay LLC for a change of agent and enter into a parking agreement at the Pine Street Ramp for Hotel Northland, subject to possible modifications by 304 N. Adams Green Bay LLC.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2017 Parking Agreement - 304 N Adams GB LLC - Draft (10-25-18)SGrenier

PINE STREET RAMP
PARKING AGREEMENT
304 NORTH ADAMS
GREEN BAY LLC

THIS AGREEMENT is made this _____ day of _____, 2018, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation (“CITY”), and 304 North Adams Green Bay LLC (“LESSEE”).

1. CITY hereby agrees to provide for LESSEE between zero (0) and fifty (50) parking spaces in the Pine Street Ramp. The number of stalls rented may be adjusted dependent on LESSEE needs and availability of space. LESSEE shall be responsible for notifying CITY of the number of spaces required for the upcoming month, which notification may be made verbally if confirmed in writing, or by electronic mail. If CITY does not receive notification from LESSEE regarding a change in the number of passes required, the number of passes invoiced from the prior month may be used.

2. CITY reserves the right to temporarily substitute parking spaces in the Pine Street Ramp for parking spaces in other CITY parking facilities located within a four (4) block radius of 304 North Adams Street in Green Bay, Wisconsin. Relocation of parking could result from issues such as (1) ramp renovations and/or reconstruction, (2) parking space limitations in the Pine Street Ramp, or (3) circumstances that render all or part of the ramp unusable. CITY will provide reasonable advance notice to LESSEE for relocation of parking stalls.

3. This agreement shall become effective November 1, 2018 and remain in effect until December 31, 2024, with allowance for three (3) additional 5-year extensions through December 31, 2039. Agreement extensions shall effectuate automatically.

4. LESSEE shall pay to CITY the current established volume parking rate for all parking stalls. The rental payment may vary from month to month dependent on number of parking stalls rented by LESSEE and CITY volume discount rate structure. Beginning November 1, 2018 on or before the first day of each month, LESSEE shall pay to CITY for rent of said parking spaces the amount due; for the first month, LESSEE shall pay \$999.90 (30 spaces x \$33.33 per space). CITY shall pay all applicable taxes. This rate shall remain constant until January 1, 2022. Following expiration of the initial three-year rate, CITY shall have the opportunity to correct rates prior to the initiation of the balance of the initial 5-year agreement, and during each subsequent 5-year extension, with any rental rate increases to be limited to the aggregated increase of rental rates during the last lease period at other similar facilities within the CITY, or ten percent (10%), whichever is less. Notice of rate adjustment shall be given by CITY to LESSEE prior to the end of each lease period.

5. CITY shall provide vouchers for use by LESSEE to consolidate parking charges for patrons of LESSEE. The payment may vary from month to month dependent upon the actual number of hours used by LESSEE's patrons. Beginning December 21, 2018, CITY shall compute the number of hours covered by parking vouchers for the preceding month, and submit an invoice to LESSEE for the cost of the associated hourly rate parking. The rate shall be established at \$0.75/hour for the time period of 6 am – 6 pm, Monday – Friday. LESSEE shall pay \$999.90 (30 spaces x \$33.33 per space). CITY shall pay all applicable taxes. This rate shall remain constant until January 1, 2022. Following expiration of the initial three-year rate, CITY shall have the opportunity to correct rates prior to the initiation of the balance of the initial 5-year agreement, and during each subsequent 5-year extension, with any hourly rate increases to be limited to the aggregated increase of hourly rates during the last lease period at other similar facilities within the CITY, or ten percent (10%), whichever is less. Notice of rate adjustment shall be given by CITY to LESSEE prior to the end of each lease period.

6. Regular payments are due on or before the first of each month. It is understood and agreed by and between the parties that time is of the essence with respect to payment of the monthly rental fee set forth above. Failure on the part of LESSEE to make payment in accordance with the terms of this agreement, with such failure continuing for more than three (3) business days after having been notified by CITY of such failure to pay, shall cause this agreement to terminate and to be null and void; and CITY may enter upon and expel LESSEE from said premises forthwith, including issuance of parking citations without permission of vehicle owner.

7. It is understood that and agreed by and between both parties that all parking spaces provided hereunder shall be used only for the purpose of parking vehicles associated with occupancy of LESSEE's building.

8. LESSEE shall indemnify and hold harmless the CITY from any and all damage, loss, or liability of any kind whatsoever arising out of the use of rented space. LESSEE 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 LESSEE 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 except to the extent such liability results from the negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

LESSEE 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.

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

9. If the number of rented stalls would ever reduce to zero (0) this agreement shall remain in effect until such time as LESSEE confirms in writing their intention to CITY to terminate the agreement. Unless otherwise specified in this agreement, all notices shall be in writing and sent to:

CITY: City of Green Bay Parking System Division
100 North Jefferson Street, Room 300
Green Bay, WI 54301

LESSEE: 304 North Adams Green Bay LLC
304 North Adams Street
Green Bay, WI 54301
Attn: Tom Conran

Any notice sent by overnight delivery shall be deemed to have been received the next business day after deposit with the carrier.

10. This agreement may be assigned to another LESSEE party, LESSEE's mortgagee, or purchaser of LESSEE's property provided, however, that this provision shall not be construed to extend any rights, duties, privileges or benefits to such assignee beyond those specifically contained herein. LESSEE shall notify CITY in writing of any assignment hereof within thirty (30) days of such assignment.

LESSEE shall free to assign this agreement, without need for CITY's consent, to any entity wholly-owned by LESSEE. Any other assignment of this agreement other than to LESSEE's mortgagee or purchaser shall require the written permission of the CITY, which permission shall not be unreasonably held.

Any assignment shall not relieve LESSEE of an outstanding obligations or duties under this agreement, including payments of rent on parking spaces prior to assignment of the agreement to others.

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

CITY OF GREENBAY

Dated: _____, 2018

By: _____
James J. Schmitt, Mayor

By: _____
Kris A. Teske, City Clerk

304 NORTH ADAMS GREEN BAY LLC

Dated: _____, 2018

By: _____
Tom Conran, Officer



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # J.4.

To refer to staff the request by Ald. Wery to review how sidewalk replacements are funded, with staff reporting back to Improvement and Services Committee how the ten largest communities in Wisconsin handle repairing damage caused by any means to sidewalk.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # J.5.

To approve the request by Department of Public Works to approve Amendment No. 5 for Professional Service Agreement between City and Ayres Associates for North Webster Avenue design in the amount of \$18,940.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Amendment No. 5 for Professional Service Agreement - Ayres Associates

AMENDMENT TO AGREEMENT

Amendment #5 dated October 1, 2018

The Agreement for Professional Services signed as of January 11, 2016 between the City of Green Bay, 100 North Jefferson Street, Green Bay, WI 54301 (OWNER) and Ayres Associates, 3376 Packerland Drive, De Pere, WI 54115 (CONSULTANT) is hereby amended as set forth below.

Project Background:

Ayres Associates was retained for the design of North Webster Avenue, from University Avenue to Radisson Street. The project is planned for construction in the summer of 2019. Below lists the additional services that were outside of the original scope of our contract.

Amended Scope of Services:

In the original contract, street lighting plans were to be provided by the City, which was assumed to be an insert into the plans to be let out for the project. Ayres Associates needed to draft the layout of the lighting conduit, and bases, coordinate changes needed for the plans, and write special provisions for the lighting quantities. (\$4500)

Additional design required for traffic control coordination and plans (\$3200), pedestrian access during construction (\$1400), the closure of the alleys along the east side of North Webster Avenue (\$4000), changes/revisions to storm sewer plans during the plan development stages (\$3000), and obtaining the new WPDES construction site storm water runoff permit (\$1000).

Ayres Associates is to prepare Proprietary Product Justification, which is needed for 22 bid items required by the City. (\$1500)

Additional title reports (\$340; completed by subconsultant Bay Title and Abstract) – One additional title report, one additional title update and two additional ownership reports were needed for the project. Ayres has subcontracted Bay Title and Abstract for \$225 per title search, \$35 per update, and \$40 per ownership report for a total of \$340.

Schedule:

The work as described in the amended scope of services shall be completed by December 1, 2018.

Compensation:

For the above amended scope of services completed by Ayres Associates shall be compensated by an actual cost amount of \$18,940.00.

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

City of Green Bay
OWNER

Ayres Associates Inc
CONSULTANT

(Signature)



(Typed Name)

Troy Robillard

(Title)

Transportation Manager

(Date)



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # J.6.

To approve the request by Department of Public Works to extend 5-year option for parking on Lot “MM” with Arlington Computer Products LLC.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Consent to Contract Assignment - Lot MM Parking Lot Agreement

COPY

CONSENT TO CONTRACT ASSIGNMENT

October 1, 2018

CITY OF GREEN BAY, WISCONSIN

Address: _____

Attention: _____

Re: Lease dated December 31, 2013 by and between City of Green Bay, Wisconsin and Camera Corner, Inc. (as amended, modified or supplemented from time to time, the "Lease")

Ladies and Gentlemen:

As you may know, we are in the process of completing a transaction which will result in the business, assets and operations of Camera Corner, Inc., a Wisconsin corporation ("CCCP"), being purchased by Arlington Computer Products LLC, a Delaware limited liability company ("ACP"). This sale and purchase of CCCP's business will include the assignment by CCCP to ACP of the Lease.

In connection with this transaction, we are writing to request your consent to the assignment by CCCP to ACP of all of CCCP's interests, rights and obligations under the Lease. Please evidence your consent and agreement to such assignment by executing this letter agreement below. Thank you for your prompt attention to this matter.

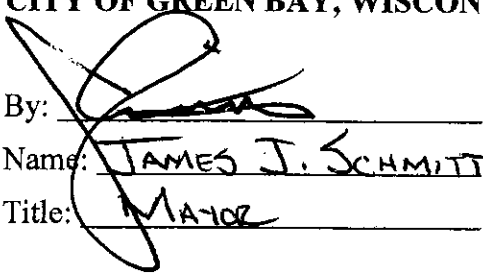
Very truly yours,

CAMERA CORNER, INC.


Rick Chernick

Accepted and agreed to as of the date first above written:

CITY OF GREEN BAY, WISCONSIN

By: 

Name: JAMES J. SCHMITT

Title: Mayor



Law Department

"BETTER BY THE BAY"

Anthony S. Wachewicz III
City Attorney

January 20, 2014

Mr. Richard Chernick
President
Camera Corner Connecting Point
P. O. Box 248
Green Bay, WI 54305-0248

Re: Lot "MM" Parking Lease Agreement

Mr. Chernick:

Enclosed please find a duplicate original of the Lot "MM" Parking Lease Agreement for your records.

Sincerely,

Beth A. Carpenter
Paralegal

Enclosure

LOT "MM"
PARKING LEASE AGREEMENT
CAMERA CORNER CONNECTING POINT

THIS AGREEMENT is made this 31 day of December, 2013, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation ("CITY"), and Camera Corner Connecting Point ("LESSEE").

1. CITY hereby agrees to lease to LESSEE twenty four (24) parking spaces in the City-owned parking lot located near the southeast corner of North Monroe Avenue and Main Street (Tax Parcel 11-92), known as Lot "MM" in Green Bay, Wisconsin. The number of leased stalls may be adjusted dependent on needs and availability of space. The CITY shall install and maintain asphalt pavement, pavement markings, stall numbering and official signs in Lot "MM" that specifically identify the lot limits and parking spaces designated for LESSEE's use only.

2. This Lease shall be effective on October 15, 2013, and remain in effect until October 31, 2018, with allowance for two (2) 5-year extensions through October 31, 2028. Lease extensions shall be effectuated by letter agreement between the parties.

3. Beginning November 1, 2013, on or before the first day of each month, LESSEE shall pay to CITY for rent of said parking spaces the amount of \$600.00 (24 spaces x \$25.00 per space) monthly. LESSEE shall pay for half a month's rent for October of 2013. CITY shall pay all applicable taxes. The rate shall remain fixed through December 31, 2016. On January 1, 2017, and each subsequent year, the lease rate shall be subject to increases as determined by the CITY. Notice of rate adjustment shall be given by the CITY to LESSEE prior to the end of each year.

4. LESSEE shall perform routine maintenance of the lot including, but not limited to, grass/weed maintenance, litter control and snow removal for Lot "MM" and the adjacent sidewalk. CITY shall maintain pavement surface, pavement markings and official signing for Lot "MM."

5. Regular lease payments are due on or before the first of each month. It is understood and agreed by and between the parties that time is of the essence with respect to the payment of the monthly rental fee set forth above. Failure on the part of the LESSEE to make payment in accordance with the terms of this agreement shall cause this Lease to terminate and to be null and void; and the CITY may enter upon and expel the LESSEE from said premises forthwith, including issuance of parking citations without permission of vehicle owner.

6. Lessee shall indemnify and hold harmless the CITY from any and all damage, loss, or liability of any kind whatsoever arising out of the use of the leased space.

7. Either CITY or LESSEE may terminate this Lease upon ninety (90) days written advance notice given to the other party. Notices shall be sent to:

CITY: City of Green Bay Parking Division
100 North Jefferson Street, Room 300
Green Bay, WI 54301

LESSEE: Camera Corner Connecting Point
529 North Monroe Avenue
P.O. Box 248
Green Bay, WI 54305-0248

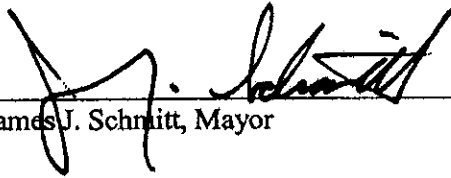
8. This Lease Agreement may be assigned only upon written permission by the CITY.

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

(Signature Page Follows)

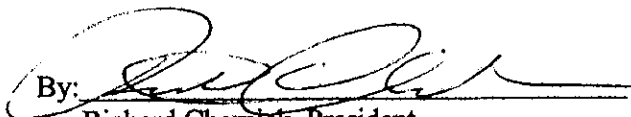
CITY OF GREEN BAY

Dated: December 31, 2013

By: 
James J. Schmitt, Mayor

CAMERA CORNER CONNECTING POINT

Dated: 12/31, 2013

By: 
Richard Chernick, President
Camera Corner Connecting Point



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # J.7.

To approve the request by Parks Department to install access to west side trail with associated sidewalk on the east end of San Jose Place.

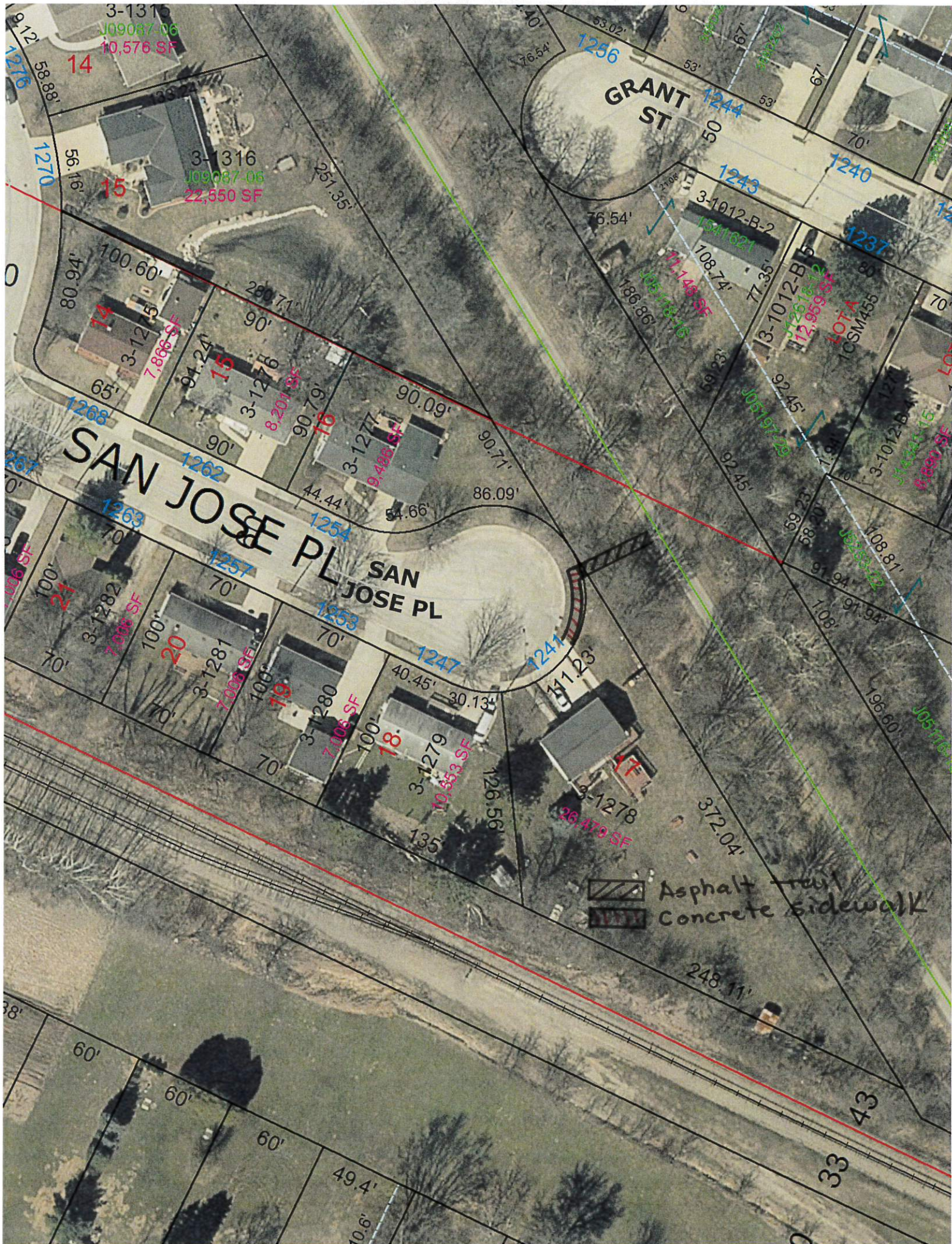
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Parks Dept-access to trail east end of San Jose Place





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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # J.8.

To approve the award of the contract PINE ST. PARKING RAMP OFFICE HVAC REPLACEMENT to the low, responsive bidder, AMA Inc., in the amount of \$76,964.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public PINE ST. PARKING RAMP OFFICE HVAC REPLACEMENT

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PINE ST. PARKING RAMP OFFICE HVAC REPLACEMENT

Tuesday, October 23, 2018

Contractor	Bid	Bid Bond
AMA INC.	\$76,964.00	5%
HURCKMAN MECHANICAL INDUSTRIES INC.	\$78,750.00	5%
Any questions, call 920-448-3100		



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # J.9.

To approve the request by Wisconsin Public Service Corporation for an Easement across the following City owned parcels:

A. 2880 St. Anthony Drive – Tax Parcel #21-275-10-B.

B. 629 Mt. Mary Drive – Tax Parcel #21-324-1-1.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2880 St Anthony Dr photo and map
2. Easement_City of GB_2674238Mt Mary n-o Humboldt
3. 629 Mt Mary sites photos
4. Easement_City of GB_2674238.St Anthony @ Mt Mary



2880 St Anthony Drive

ELECTRIC UNDERGROUND AND GAS EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Green Bay, a Municipal Corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns and **Time Warner Cable Midwest LLC, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, a Wisconsin Corporation** (collectively, "Grantee"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Parcel described in Brown County Register of Deeds Volume 342, page 60, Document Number 524354, being part of Government Lot 4, Section 27, Township 24 North, Range 21 East, **City of Green Bay, County of Brown, State of Wisconsin**, more particularly described as follows:

A 12 foot wide easement strip described as the North 12 feet of the above described Parcel lying South of and abutting the Southerly right of way line of St Anthony Dr.

See the **attached Exhibit "A"**.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
21-275-10-B

- 1. Purpose: ELECTRIC UNDERGROUND AND GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services; natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.
9. **Indemnification.** Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, 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 Grantee, any contractor or subcontractor performing work on behalf of Grantee in the Easement Area, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, 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 Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Grantee shall reimburse the Grantor, 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.

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

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Green Bay, a Municipal Corporation

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

City of Green Bay, a Municipal Corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

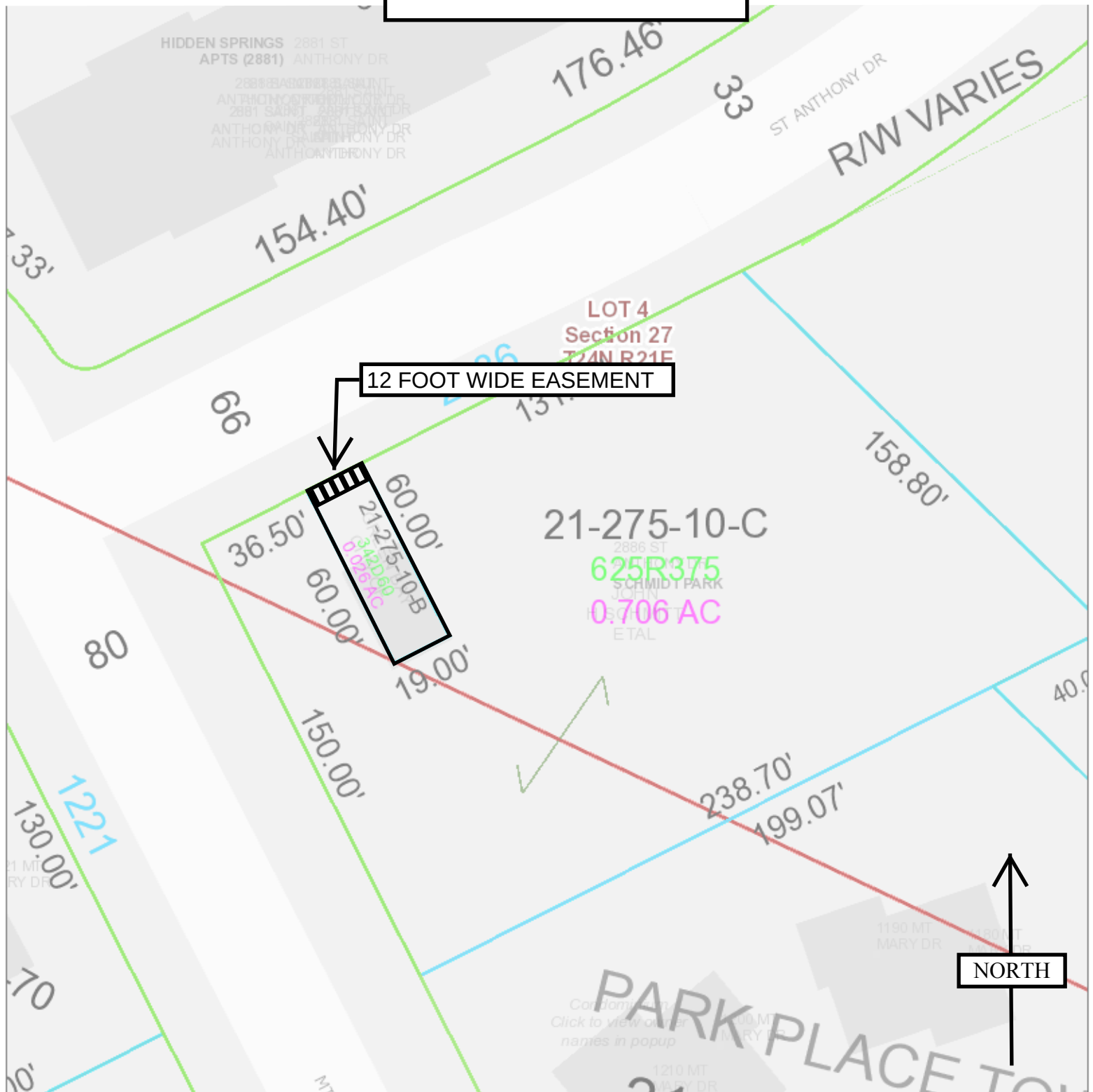
Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

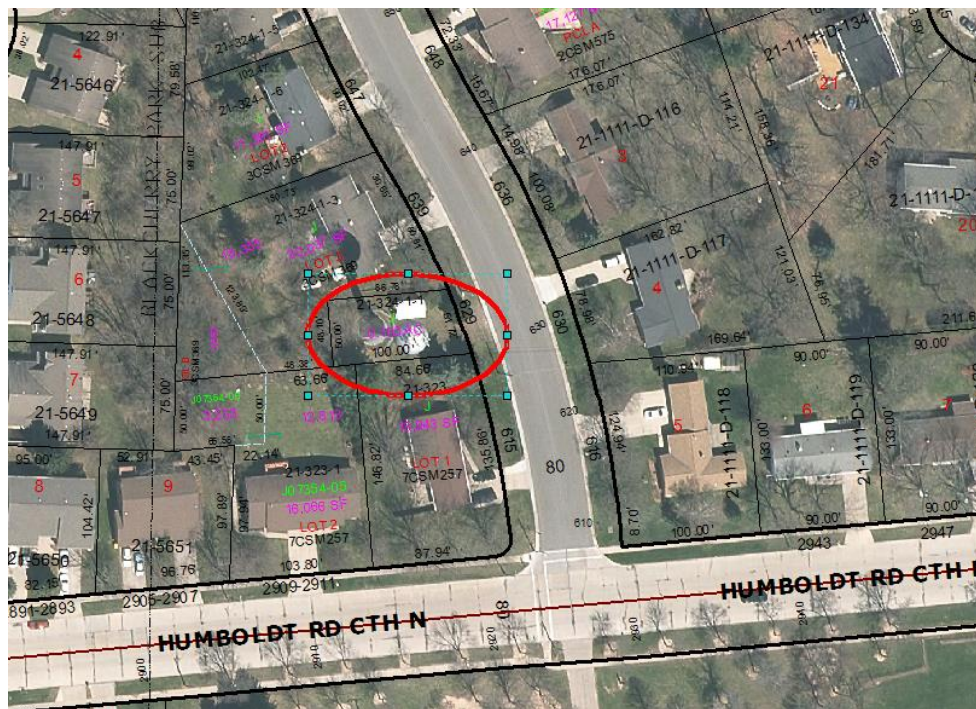
Date	County	Municipality	Site Address	Parcel Identification Number
October 2, 2018	Brown	City of Green Bay	St Anthony Dr	21-275-10-B
Real Estate No.	WPSC District	WR#	WR Type	I/O
1002908	Green Bay-10	2674238	EPLAN	21800433EC

NOT TO SCALE
FOR REFERENCE ONLY





© 2018 Google - Image Date: September 2016 | Terms



629 Mt. Mary Drive

ELECTRIC UNDERGROUND AND GAS EASEMENT

THIS INDENTURE is made this _____ day of _____, by and between **City of Green Bay, a Municipal Corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns and **Time Warner Cable Midwest LLC, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, a Wisconsin Corporation** (collectively, "Grantee"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Parcel described in Brown County Register of Deeds Volume 343, page 76, Document Number 527446, being part of the Southwest Quarter of the Northeast Quarter (SW1/4-NE1/4) of Section 34, Township 24 North, Range 21 East, **City of Green Bay, County of Brown, State of Wisconsin**, more particularly described as follows:

A 12 foot wide easement strip described as the East 12 feet of the above described Parcel lying West of and abutting the Westerly right of way line of Mt Mary Dr.

See the **attached Exhibit "A"**.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
21-324-1-1

- 1. Purpose: ELECTRIC UNDERGROUND AND GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services; natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.
9. **Indemnification.** Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, 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 Grantee, any contractor or subcontractor performing work on behalf of Grantee in the Easement Area, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, 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 Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Grantee shall reimburse the Grantor, 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.

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

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Green Bay, a Municipal Corporation

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

City of Green Bay, a Municipal Corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Michelle Somers

Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
October 2, 2018	Brown	City of Green Bay	Mt Mary Dr	21-324-1-1
Real Estate No.	WPSC District	WR#	WR Type	I/O
1003118	Green Bay-10	2674238	EPLAN	21800433EC



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # J.10.

To approve the application for Concrete Sidewalk Builder's License by Milis Flatwork pending an acceptable reference verification.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # J.I.I.

To approve the application for Tree & Brush Trimmer License by Basic Tree Service pending an acceptable reference verification.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # J.12.

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

A. Award of contracts

1. To approve to award contract PARKS PROJECT 3-18 (BAY BEACH GIANT WHEEL PROJECT) to the low, responsive bidder, Lunda Construction, in the amount of \$1,445,451.50 (held over from the October 9, 2018 Improvement and Services Committee meeting).

2. To approve to award contract RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group #2 to the low, responsive bidder, Badgerland Demolition & Earthwork, Inc., in the amount of \$60,558.

B. Enter into a State/Municipal Agreement with the Wisconsin Department of Transportation for Traffic Signal Upgrades along West Mason Street from Military Avenue to 12th Street.

C. Enter into a State/Municipal Agreement with the Wisconsin Department of Transportation for LED Bulb Replacement at various locations across City of Green Bay.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public (PARKS PROJECT 3-18 BAY BEACH GIANT WHEEL PROJECT)
2. Bid Summary - Public RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group 2
3. State Municipal Agreement (FY19 Traffic Signal Upgrades)
4. State Municipal Agreement (FY19 LED Replacement) (2)

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PARKS PROJECT 3-18 (BAY BEACH GIANT WHEEL PROJECT)

Tuesday, October 16, 2018

Contractor	Bid	Bid Bond
LUNDA CONSTRUCTION	\$1,445,451.50	5%
MIRON CONSTRUCTION	\$1,486,846.00	5%
ZENITH TECH	\$1,581,726.08	5%
MICHELS CORPORATION	\$1,618,986.72	5%
JANKE GENERAL CONTRACTORS	\$1,699,671.00	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

**RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group
#2**

Tuesday, October 23, 2018

Contractor	Bid	Bid Bond
BADGERLAND DEMOLITION & EARTHWORK INC.	\$60,558.00	5%
BEST ENTERPRISES LLC	\$78,068.00	5%
Any questions, call 920-448-3100		



**Original
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: June 27, 2018
 I.D.: 3700-30-23
 Road Name: W. Mason Street
 City of Green Bay
 Limits: Military Avenue – 12th Street
 County: Brown
 Project Length: N/A

The signatory City of Green Bay hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Signal rehabilitation upgrades at 7 signalized intersections along W. Mason Street/STH 54 from Military Avenue – 12th Street including interconnecting signals with fiber cable.

Proposed Improvement - Nature of work: Upgrades to be done at Mitchell St., Military Ave., Fisk St., Ridge St., Meacham St., Oneida St. and 12th St. Upgrades include signal controllers and cabinets, signal cable, fiber optic cable, electrical wire, vehicle detection systems, pull boxes, ridged non-metallic conduit, removing pull boxes, removing bases, removing & replacing curb and gutter and sidewalk when impacted by signal reconstruction and other related items incidental to signal rehabilitation and fiber interconnect.

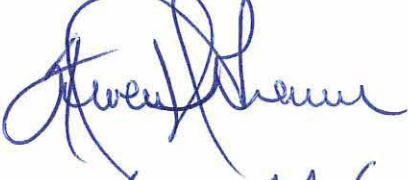
Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

TABLE 1

PHASE	ESTIMATED COST				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
Construction :					
Normal Participating	1,140,114	1,026,103	90	114,011	10
TOTAL COST DISTRIBUTION:	1,140,114	1,026,103	90	114,011	10

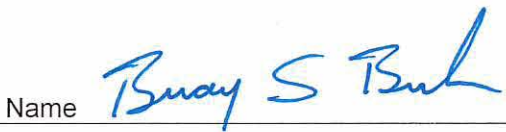
This request is subject to the terms and conditions that follow (pages [2] – [3]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Green Bay (please sign in blue ink)



Name STEVEN M. GRENIER Title DIRECTOR OF PUBLIC WORKS Date 07/10/18

Signed for and in behalf of the State (please sign in blue ink)



Name Brian S Burk Title NE Region Planning Mgr Date 7/19/18

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in table 1 that shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Purchasing is split 90% WisDOT and 10% City.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) Construction engineering incidental to inspection and supervision of signal upgrades.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State

in behalf of the project.

7. The Municipality shall at its own cost and expense:

(a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year.

9. Basis for local participation:

Construction: Construction costs shown are based on similar project prices.

CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE DATE: 6/21/18

SUBJECT: Project Agreement:

Project ID: 3700-30-20

Title: City of Green Bay

Limits: Connecting Highways Various Locations

County: Brown

The Attached Agreement Is Recommended for Approval:

PROGRAM: 305-Highway Maintenance, Repair and Traffic Operations

CONCEPTS COVERED by this AGREEMENT: Traffic

TOTAL ESTIMATED COST: \$123,964

PARTICIPATION: See Matrix

NON-PARTICIPATION: Municipality is responsible for all non-participating items-see Matrix.

EXECUTED BY: City of Green Bay

DATE: 6 /7/18

MIS Date: 2 /25/19

NOTES:

Retrofitting LED traffic bulb modules at 38 connecting highway signalized locations.

REGION REVIEWER: Scott Simmons, P.E., State Six-Year Program Manager
Date: 6/21/18

REGION APPROVED: Brian Brock, NE Region Planning Manager
Date: 6 /21/18

REGION: NE



**Original
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: May 31, 2018
 I.D.: 3700-30-20
 Road Name: Connecting HWYS
 City of Green Bay
 Limits: 38 Locations
 County: Brown
 Project Length: N/A

The signatory City of Green Bay hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Retrofitting LED traffic bulb modules at 38 connecting highway signalized intersections.

Proposed Improvement - Nature of work: Items include 12-inch Red Arrow, 9-inch Walk (Full Man), 9-inch Don't Walk (Full Hand), 12-inch Man-Hand, 12-inch Countdown, and 16-inch Man-Hand Countdown. Work is not anticipated to include the installation of traffic signal housing, poles, signal cable, and pedestrian signals, since the City conducted this work during its FY08 LED Signal Replacement project at both Connecting Highway and Non-Connecting Highway signalized intersections.

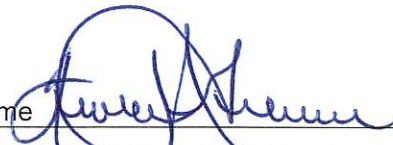
Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

TABLE 1

PHASE	ESTIMATED COST				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
Construction :					
Normal Participating	123,964	111,568	90	12,396	10
TOTAL COST DISTRIBUTION:	123,964	111,568	90	12,396	10

This request is subject to the terms and conditions that follow (pages [2] – [3]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Green Bay (please sign in blue ink)

Name 

Title Director of Public Works

Date 06/07/18

Signed for and in behalf of the State (please sign in blue ink)

Name 

Title NE Region Planning Mgr

Date 6/21/18

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in table 1 that shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Purchasing is split 90% WisDOT and 10% City.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) Construction engineering incidental to inspection and supervision of LED Traffic Bulb Modules.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

7. The Municipality shall at its own cost and expense:

- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year.

9. Basis for local participation:

Construction: Construction costs shown are based on similar project prices.



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # K.I.

To refer to staff General Ordinance 28-18, an ordinance to repeal and recreate Section 6.15 relating to special events to make the proposed changes as presented by staff.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. GO 28-18 - Repeal and Recreate Section 6.15 relating to Special Events
2. Copy of 2018-10-03 Special Event Application Cost Spreadsheet

GENERAL ORDINANCE NO. 28-18

**AN ORDINANCE
TO REPEAL AND RECREATE SECTION 6.15
GREEN BAY MUNICIPAL CODE,
RELATING TO SPECIAL EVENTS**

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

SECTION 1. Section 6.15, Green Bay Municipal Code, is hereby repealed and recreated as follows:

Sec. 6.15. Special events.

(1) Definitions.

- (a) *Large events.* Special events involving major physical activity by participants, moderate to severe exposure of spectators to hazards, the inclusion of animals or alcoholic beverages and/or crowd sizes over 5,000 spectators and participants. Large events shall include, but not be limited to, team or individual sporting events, circuses, carnivals with rides, parades with floats, marathons or similar races, walks for charity, social gatherings, music festivals, art festivals, farmers markets, performances, and exhibitions. Vehicle barriers may be required for large events.
- (b) *Medium events.* Special events involving physical activity by participants, moderate exposure of spectators to hazards, the inclusion of animals or alcoholic beverages and/or 1,000 to 5,000 spectators and participants. Large events shall include, but not be limited to, team or individual sporting events, circuses, carnivals with rides, parades with floats, marathons or similar races, walks for charity, social gatherings, music festivals, art festivals, farmers markets, performances, and exhibitions.
- (c) *Normal use of a park.* Normal use of a park will depend on the type of park engaged for that activity and will be determined by the Director of Parks, Recreation and Forestry or his/her designee.
- (d) *Person.* Any person, firm, partnership, association, corporation, company, or organization of any kind.
- (e) *Resident.* A resident is a person who maintains their primary living quarters within the city limits.
- (f) *Safety manager.* The Safety Manager of the City of Green Bay or his/her designee.

- (g) *Simple events.* Special events involving a small non-profit or neighborhood association where the principal applicants reside in the City of Green Bay. Simple events are limited to neighborhood or small non-profit events that take place either in a City park or occur as a block party. Simple events will have limited physical activity by participants, no severe exposure of spectators to hazards, and crowd sizes of less than 250 spectators and participants. Simple events shall include, but not be limited to, picnics, annual meetings, movies in the park, and block parties.
 - (h) *Small events.* Special events involving limited physical activity by participants, no exposure of spectators to hazards, and crowd sizes of less than 1,000 spectators and participants. Small events shall include, but not be limited to, team or individual sporting events, walks for charity, social gatherings, small-budget film making, music festivals, art festivals, farmers markets, performances and exhibitions.
 - (i) *Special Event.* An athletic event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, show or other similar display which interferes with the normal flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the normal use of parks or other public grounds.
 - (j) *Special Event Committee.* The Special Event Committee shall be made up of members from City departments, including but not limited to the Police Department, Fire Department, Department of Public Works, Community and Economic Development Department, and the Parks Department. The Special Event Committee shall be responsible for evaluating and taking action on applications for special events.
 - (k) *Special Event Coordinator.* The person who will coordinate between applicants and City departments, ensuring appropriate departmental approval of special events applications.
 - (l) *Special Hazard Event.* Special events involving severe exposure of spectators to hazards and/or crowd sizes in excess of 5,000 spectators and participants. Special hazard events shall include, but not be limited to, professional or collegiate sporting events, vehicle races, athletic events in Green Bay or on the Fox River, and fireworks displays. Vehicle barriers may be required.
- (2) *Permit required.* No person shall conduct, manage, engage in, or participate in a special event unless a permit has been approved by and obtained from the Special Event Coordinator and Special Events Committee, or their designees.

(3) *Exceptions.* This section shall not apply to funeral processions or governmental agencies acting within the scope of their functions.

(4) *Application.*

(a) *Filing and contents.* An application for a special event permit shall be filed with the Special Event Coordinator in the following timeframes: for a large, medium or small event, not less than 60 days before the event is to take place; and for a simple event, not less than 15 days before the event. The application shall set forth the following information:

1. The name, address, and telephone number of the person seeking to conduct such event.
2. The name, address, and telephone number of the event coordinator.
3. The date(s) of the special event.
4. The event location or route to be traveled, the starting point, and the termination point, including a map.
5. The approximate number of spectators and participants anticipated, the number of animals and vehicles included in the event, the type of animals, and description of the vehicles.
6. The start and end time of the event.
7. A map detailing the portions of the sidewalk, street or other right-of-way proposed to be included or utilized in the event.
8. The location by streets of any assembly areas for such event, including a map detailing the assembly areas.
9. The time at which units of the event will begin to assemble at any such assembly areas.
10. The interval of space to be maintained between units of such event.
11. Whether any alcoholic beverages will be served and/or consumed in conjunction with the event, the locations of such activities, and whether the necessary licenses have been obtained.
12. Any additional information which the Special Event Coordinator finds reasonably necessary to determine whether a permit should be issued.

(b) *Insurance and indemnification.* Proof of insurance or indemnification is required for all events, except for recognized neighborhood associations hosting simple events. Applicant shall furnish a certificate of insurance and indemnification meeting the requirements set by resolution of the Common Council.

(c) *Application Fee.* A non-refundable application fee to cover the administrative costs of processing the permit shall be paid to the City by the applicant when the application is filed according to the Special Event Fee Schedule.

(d) *Special Event Fee Schedule.* The Special Event Fee Schedule shall be established by the Safety Manager with approval by resolution of the

Common Council, and may change from time to time. A copy of the Special Event Fee Schedule shall be available in the City Clerk's Office and on the City's website.

- (e) *Special Hazard Fee.* A special hazard fee will be charged for special hazard events in addition to the application fee. Special hazard fees will be invoiced to the applicant after the application has been approved and it has been determined that the event qualifies as a special hazard event. The special hazard fee will be established by the Special Event Fee Schedule.
 - (f) *Cancellation Fee.* A cancellation fee will be charged for any events cancelled within 15 days of the scheduled event date. The cancellation fee will be established by the Special Event Fee Schedule.
 - (g) *Late applications.* The Special Event Coordinator, where good cause is shown, may consider any application which is filed less than 15 days before a simple event, or less than 60 days before a small, medium, or large event is proposed to take place, and may also assess a late fee as described in the Special Event Fee Schedule.
- (5) *Additional city services.* If the special event will require more than minimal use of any city equipment or services, the applicant shall pay the actual costs for the use of such equipment or services. This may include, but is not limited to, Development Department services, Parks, Recreation and Forestry services, Fire Department services, Police Department services, Department of Public Works services and/or barricades. As a condition of the approval of any application, the applicant shall agree to pay, within 30 days of billing, the costs of any additional city services. If applicant does not pay for the additional expended resources within 30 days of billing, the applicant may be denied a permit for future events.
- (a) To ensure public safety for the event and the City, the City reserves the right to require special events to maintain minimum levels of dedicated fire/EMS services and police/security services throughout the duration of the event. Estimated minimum services will be determined prior to the event (see guidelines), but may reasonably increase or decrease as actual event conditions change to ensure public safety. Actual public safety services shall be determined at the sole discretion of the Police/Fire Chief or their respective designee. Outside vendors may be retained for such services; however, City approval of such vendors and services shall be obtained prior to the event.
- (6) *Emergency Fire/Medical Resource Staffing Estimates for Special Events.* Emergency Fire/Medical Resources Matrix for Special Events is a guideline applicants may use to better understand requirements and recommendations for appropriate levels of emergency medical resources and services for special events. The Fire Chief or his/her designee will determine the need for multiple or additional resources based on special risk considerations, which

will be communicated to the event organizer. The Fire Chief or his/her designee may waive the requirement for services depending on the event, location, time of year, etc. Costs associated with these resources are the responsibility of the event organizer.

- Required resource
- ✓ Recommended resource

Event Type	Anticipated Maximum Crowd Size	Knowledge of 911 Access and CPR	Basic First Aid Station(s)	First Aid Station(s) Including Nurse	First Aid Station(s) Including Physician	ALS Ambulance(s)	Mobile Team(s)
Any event requiring a special event permit	Simple event (less than 250)	●	✓				
	Small event (under 1,000 persons)	●	✓	✓		✓	✓
	Medium event (1,000-5,000 persons)	●	●	✓	✓	●	●
	Large event (over 5,000 persons)	●	●	✓	●	●	●

(7) *Public Safety and Security Resources Officer Staffing Estimates for Special Events.* Police Department Matrix for Special Events is a guideline applicants may use to better understand requirements and recommendations for appropriate levels of police resources and services for special events. The Police Chief or his/her designee will determine the need for multiple or additional resources based on special risk considerations, which will be communicated to the event organizer. The Police Chief or his/her designee may waive the requirement for services depending on the event, location, time of year, etc. Costs associated with these resources are the responsibility of the event organizer.

- Required resource
- ✓ Recommended resource

Event Type	Anticipated Maximum Crowd Size	4—9 Officers Plus 0—1 Supervisors	9—14 Officers Plus 1—2 Supervisors	14—21 Officers Plus 2—3 Supervisors	21—30 Officers Plus 3—6 Supervisors
Any event requiring a special event permit	Simple event (less than 250 people)	✓			
	Small event (under 1,000 people)	•	✓		
	Medium event (1,000-5,000 people)		•	✓	
	Large Event (over 5,000 people)			•	✓

(8) *Special risk considerations.* Special risk considerations may affect the required Fire, Medical, or Police resources referenced in Sections 6 and 7. Examples of special risk considerations include but are not limited to:

- ☐ Night vs. daytime
- ☐ Alcohol availability/use
- ☐ Length of event
- ☐ Type of event
- ☐ General admission/reserved seating
- ☐ Location/geography/multiple locations
- ☐ Weather/time of year
- ☐ Problems encountered w/event in past
- ☐ Fireworks/pyrotechnics
- ☐ Traffic control

(9) *Standards for issuance.* The Special Event Coordinator shall review the application, consult with the Safety Manager and other city departments as necessary, and consider any other such information obtained by or provided to the Special Event Coordinator. The permit shall be issued when the Special Event Coordinator has determined that:

- (a) The applicant has complied with all of the application requirements of subsection (4).
- (b) The conduct of the event will not substantially interrupt the safe and orderly movement of other traffic in the vicinity of its location.

- (c) The conduct of the event will not require the diversion of so great a number of police officers as to prevent normal police protection to the city.
 - (d) The concentration of persons, animals, and vehicles at the event will not unduly interfere with proper fire and police protection of or ambulance service to areas in the vicinity of the event.
 - (e) The conduct of the event will not unduly interfere with the operation of hospitals, schools, or other public institutions.
 - (f) The parade, race, or march is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays.
 - (g) The special event will not conflict or interfere with another special event for which a permit has already been granted.
 - (h) There are a sufficient number of parking spaces within a reasonable distance to accommodate the number of vehicles expected.
 - (i) Adequate sanitation or other necessary health facilities will be available at the event.
 - (j) The conduct of the event is not reasonably likely to cause injury to persons or property.
- (10) *Action upon application.* The Special Event Coordinator shall provide written notice of the issuance or denial of the permit within 15 days of receipt of an application. If the application is denied, the notice shall state the reasons for the denial.
- (11) *Appeal procedure.* Any person aggrieved may appeal the denial of a special event permit to the Protection and Policy committee. The applicant shall file written notice of appeal with the City Clerk within seven (7) days after receiving notice of the denial. Within 15 days of receipt of the appeal, the Committee shall give the applicant an opportunity to be heard.
- (12) *Notice to city and other officials.* Immediately upon the issuance of a special event permit, the Special Event Coordinator shall send a copy thereof to the Mayor, the Chief of Police, the Fire Chief, the Director of Parks, Recreation and Forestry, the Director of Development and the Director of Public Works.
- (13) *Duties of permittee.* A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.
- (14) *Public conduct during parades, races, walks, or marches.*
- (a) *Interference.* No person shall obstruct, impede, interfere with, or unreasonably hamper any parade, race, walk, march or parade assembly or with any person, vehicle, or animal participating or used in a parade.

- (b) *Driving through parades, races, walks or marches.* No person shall drive a vehicle between the vehicles or persons comprising a parade, race, walk or march when such vehicles or persons are in motion and are conspicuously designated as participating in such an event.
- (c) *Parking on parade, race, walk or march route.* The Chief of Police may prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade, race, walk or march. The Chief of Police shall post signs to such effect, and no person shall park or leave unattended any vehicle in violation thereof.

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

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

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

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

10/16/18

Simple Event (under 150 people) 2 or fewer departments	Application Fee	non resident up-charge	Late Application Fee	First time event up-charge	Event location change	Event Cancellation Fee
n-hood association park event	0	n/a	25	0	n/a	0
n-hood association block party	0	n/a	25	0	n/a	0
sm non-profit park event	25	n/a	25	50	0	10
sm non-profit block party	25	n/a	25	50	0	10
Athletic Event						
small -- under 1000	75	300	15	50	35	25
medium--1001 to 5000	200	400	75	150	100	65
large--over 5,001	300	500	100	250	150	100
						0
Other Event						0
small--under 1000	50	150	50	50	25	15
small-budget film/photgraphy	25	15	10	0	15	15
medium--1001 to 5000	175	200	75	150	85	60
large--over 5001	275	250	100	200	135	90
Special Hazard Event	550	250	100	200	135	90



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # K.2.

To approve the change of agent for Krist Oil Company at 1180 E. Mason St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. changeofagent_Krist



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # K.3.

To approve an application for a retail license transfer- premises to premises by Carnitas El Bajio to transfer his Class "B" Beer license from 1742 E. Mason St. to 1698 E. Mason St., with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. carnitas el bajo



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # K.4.

To refer to staff to bring back the Click and Collect Ordinance for discussion and possible action and to hold a request by Skogen's Foodliner, Inc. at 2430 University Ave. to amend their liquor license description from "One story cement building SEP W&S Storage and checkouts" to "one story cement building, approximately 80,110 sq. ft., with separate wine and spirits storage and checkout, including designated stalls in parking lot for online grocery pickup Click and Collect Ordinance until the ordinance is approved.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Festival_Foods_2430 University Ave.



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # K.5.

To approve an application for an available "Class B" Combination License for Everardo Curiel at 1657 Main St., with the approval of the proper authorities (previously licensed in the 2016-2017 license year as Nic's Bar).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. FLOOR PLAN_1657 MAIN
2. LA KERMES
3. License Stipulation_1657 Main
4. olde main moratorium

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.

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



Old 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

November 5, 2018

PREPARED BY

AGENDA ITEM # K.6.

To approve an application for a "Class B" Combination license for Titledown Tobacco LLC at 159 N. Broadway (currently Prohibition Spirits LLC), with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. FLOOR PLAN_159 N BROADWAY
2. TITLETOWN TOBACCO LLC
3. Titledown Tobacco License Stipulation
4. Moratorium_Broadway

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
Thirsty's
Loch's Bar
Cropsey's Bar

1208 State Street
1234 State Street
1238 State Street
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



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # K.7.

To approve an application for an available "Class B" Combination license for Amphora Wine Bar, LLC at 131 N. Broadway with a licensed description as "bar area, seating area, back bar area, and storage in the basement on 131 N. Broadway, with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. amphora
2. Moratoruim_Broadway
3. amphorasecurityplan

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
Thirsty's
Loch's Bar
Cropsey's Bar

1208 State Street
1234 State Street
1238 State Street
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



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # K.8.

To approve an appeal by Evelyn Buford to the denial of her Operator's License.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. BUFORD APPEAL



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # K.9.

To approve General Ordinance 27-18 amending Section 27.902(2), Green Bay Municipal Code, relating to penalties for marijuana possession, previously discussed at the October 8 Protection & Policy meeting (3-1).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. A18-0012 MEMORANDUM
2. THC citations-Mahoney 9-27-18
3. GO 27-18 Amend Sect. 27.902(2) relating to penalties for Marijuana possession



Law Department

MEMORANDUM

TO: Protection and Policy Committee

FROM: Kristen K. Johnson, Assistant City Attorney

DATE: September 24, 2018

RE: Proposed Amendment to GBMC 27.902(2)

The City Attorney's Office was asked to give a general report to Council regarding what other communities are doing with respect to fines and other research supporting the proposed ordinance change to GBMC 27.902(2).

Background:

Alder Randy Scannell requested that the Law Department review the ordinance related to possession of marijuana, with the goal of making the penalty less severe. Currently, our ordinance provides that any person possessing 25 grams of marijuana or less is subject to a fine of not less than \$1.00 and not more than \$1000. 00. Our ordinance also prohibits anyone who has a previous conviction in Wisconsin for possession of marijuana from being issued a citation under the ordinance. Rather, someone with a prior conviction for possession must be referred to the District Attorney's Office for criminal charges, no matter how much marijuana they possess. This leaves the Police Department with little discretion when it comes to enforcement and also creates a significant burden on the criminal justice system.

Proposed Amendment:

After discussion with the Police Department, the Municipal Court Judge, and the City Prosecutor, it was determined that the proposed amendment would lower the maximum potential fine for possession of marijuana from \$1000 to \$500. Additionally, the amendment would allow the Police Department to issue citations to individuals with prior possession convictions, rather than mandating that they refer criminal charges to the District Attorney. It is the goal of this amendment that more citations will be issued to municipal court, reducing the burden on the District Attorney's Office and Circuit Court.



Law Department

Research Surrounding Communities

In researching ordinances of surrounding communities, we found that the penalties for a civil citation for possession of marijuana vary greatly amongst Wisconsin municipalities. Several municipalities adopt Wisconsin Statute 66.0107, which authorizes municipalities to enact an ordinance prohibiting possession of marijuana. Under that statute, if a criminal complaint is issued by the District Attorney's Office alleging possession of more than 25 grams of marijuana, or possession of marijuana following a prior conviction for possession of marijuana, the person may not be issued a municipal citation unless the criminal charges are dismissed or the District Attorney's Office declines to prosecute. Many municipalities use these same or similar guidelines within their municipal code, only regulating possession under 25 grams and first time offenders. However, many municipalities have enacted less restrictive local ordinances decriminalizing possession of marijuana, even if the accused possesses more than 25 grams or has a prior conviction for possession. Some municipalities have potential fines upwards of \$1000, while other municipalities do not impose any kind of penalty for possession of marijuana. A summary of several ordinances is included below.

Other Municipalities:

Oshkosh: In January 2018, the Oshkosh City Council voted to lower the minimum fine for marijuana possession from \$325 to \$200 for the first offense. This reduction was the result of a proposal to lower the fine to \$25, which was rejected by the Council.

Stevens Point: Currently the fine for marijuana possession is \$100. In February 2018 the City Council rejected a proposal to lower the fine to \$5.

Madison: A person may possess up to 28 grams of marijuana in a private place and is not subject to a fine. A person cannot possess marijuana in a public place unless it was obtained pursuant to a valid prescription (currently only CBD can be legally prescribed). If a person is caught possessing marijuana in a public place, they face a fine up to \$100.

Milwaukee: The fine for marijuana possession is \$0-50, or the person may be permitted to perform community service and attend substance abuse education in lieu of paying the fine. If a person is convicted of smoking marijuana in a public place, the fine is \$250-500.

Eau Claire: A person convicted of first offense possession of marijuana less than 25 grams shall be fined between \$100-500.



Law Department

Kenosha: The fine for first offense possession of up to 28 grams (1 ounce) is between \$10-750.

Sheboygan: The fine for first offense possession of up to 25 grams is between \$250-1000.

Monona: Individuals 21 or older are permitted to use marijuana at their personal residence or as a lawful guest at another residence. Individuals 21 or older are permitted to possess marijuana at any location.

Marijuana Citations	
2017	363
2018*	336

**ALL CITATIONS HAD A BOND
AMOUNT OF \$880.00**

2017

POSSESSION OF MARIJUANA	363
BANK / SAVINGS LOAN	1
BAR / NIGHT CLUB	8
CHURCH / SYNAG / TEMPLE	1
COMMUNITY CENTER	1
CONVENIENCE STORE	5
DEPT / DISCOUNT STORE	3
GOV'T / PUBLIC BLDG.	1
GROCERY / SUPERMARKET	2
HIGHWAY / ROAD / ALLEY	166
HOTEL/MOTEL/ETC.	10
OFFENDER'S RESIDENCE	24
OFFENDER'S VEHICLE	4
OTHER / UNKNOWN	6
OTHER RESIDENCE	11
OTHER TEMP LODGING	1
OTHER VEHICLE	1
PARK/PLAYGROUND	17
PARKING LOT / GARAGE	4
RESIDENCE/ HOME	52
RESTAURANT	3
SCHOOL / COLLEGE	31
SPECIALTY STORE (TV, FUR, ETC.)	5
VICTIM'S RESIDENCE	5
VICTIM'S VEHICLE	1

2018*

POSSESSION OF MARIJUANA	336
AIR / BUS / TRAIN TERMINAL	1
BAR / NIGHT CLUB	2
CHURCH / SYNAG / TEMPLE	3
CONVENIENCE STORE	4
DEPT / DISCOUNT STORE	1
DRUG STORE / DR. OFC / HOSP	3
FIELD / WOODS	1
GOV'T / PUBLIC BLDG.	2
HIGHWAY / ROAD / ALLEY	161
HOTEL/MOTEL/ETC.	11
LAKE / WATERWAY	2
OFFENDER'S RESIDENCE	1
OFFENDER'S VEHICLE	2
OTHER / UNKNOWN	8
OTHER RESIDENCE	9
OTHER TEMP LODGING	1
OTHER VEHICLE	1
PARK/PLAYGROUND	14
PARKING LOT / GARAGE	4
RESIDENCE/ HOME	62
SCHOOL / COLLEGE	37
SHOPPING MALL	2
SPECIALTY STORE (TV, FUR, ETC.)	2

***2018 YTD 01-01-18 through 09-26-18**

GENERAL ORDINANCE NO. 27-18

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:

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 258 grams in a public place ~~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.~~ A person who possesses an amount not greater than 28 grams in a private residence shall forfeit not less than \$1 nor more than \$250.00. The municipal court may order community service in lieu of or in conjunction with forfeiture.

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
11/05/18



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # K.10.

To refer to staff a request by Ald. Scannell that the Advisory Committee items be placed on the Protection and Policy committee agendas.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # K.I I.

To receive and place on file the Liquor Violation Report from the Police Department for October 22, 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 18LiqVio
2. Report October 22 2018

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

November 5, 2018

The Protection and Policy 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

Cohan, Cody A
Dobry, Brittany M
Her, Eunice M
Hoppe, Annetta K
Issacson, Cameron S
Knight, Krystal M
LaFave, Deborah Kay
Lutzow, Heather A
McDonald, Barbara A
Moore, Michelle
Nelson, Brandon T
Ninham, Elijah A
Pitterle, Jessica J
Reis, Daniel R
Sanchez-Tentzochua, Juan
Skenandore, Nicole J
Stanislawski, Sierra R
Stevens, Jacqueline I
Struble, Megan E
Vollstedt, Nikki A
Wanish, Monica J
Widmer, William J



Report to the Green Bay Plan Commission

MEETING DATE

November 5, 2018

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # M.I.

To approve the 2019 Business Improvement District Operating Plan for Downtown Green Bay, Inc.

BACKGROUND

Per BID guidelines and state statutes, the City is required to annually review the BID Operating Plans. The Downtown Green Bay BID was established in 1997. Their 2019 Operating Plan is attached. The Downtown Green Bay BID rate will continue to be \$2.28 (retail, hospitality or entertainment-related) and \$0.76 (office/commercial) per \$1,000 assessed property value.

RECOMMENDATION

Approval of the 2019 Downtown Green Bay Business Improvement District Operating Plan.

FISCAL IMPACT

ATTACHMENTS

- I. 2019 DGBI Operating Plan_Revised-10-19-18

Operating Plan - 2019
Downtown Green Bay, Inc.

BUSINESS IMPROVEMENT DISTRICT

OPERATING PLAN



Downtown District

The Heart and Soul of Green Bay

Downtown Green Bay, Inc.

130 E. Walnut St. Suite 501

Green Bay, WI 54301

Phone: (920) 437-5972

downtowngreenbay.com

TABLE OF CONTENTS

Item	Page
Introduction	3
District Boundaries	3
Proposed Operating Plan	3
Method of Assessment	6
Relationship to Comprehensive Plan	7
Plan Approval Process	7
Future Year Operating Plans	8
Appendices	8

I. INTRODUCTION

A. Background

In 1984, the Wisconsin legislature created 66.1109 (formerly S. 66.608) of the Statutes (see Appendix A) enabling cities to establish Business Improvement Districts (BIDs). The purpose of the law is “to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities.” (1983 Wisconsin Act 184, Section 1, legislative declaration.)

The City of Green Bay received a petition from property owners that requested creation of a Business Improvement District for the purpose of revitalizing and improving the Downtown District business area on Green Bay’s east side. (see Appendix B). The BID law requires that every district have an annual Operating Plan. This document is the 2019 Operating Plan for the Downtown District.

B. Physical Setting

The physical boundaries of the district include Mason Street to the south, Monroe to the east and the Fox and East Rivers bounding the west and north respectively.

II. DISTRICT BOUNDARIES

Please see the map of the district in Appendix C of this plan. A listing of the properties included in the district is provided in Appendix C.

III. PROPOSED OPERATING PLAN

A. Plan Objectives

The objective of the BID is to provide leadership and management for revitalizing the Downtown District. By emphasizing community-based planning, planning that appreciates the advantages of low-cost, modest initiatives over the blockbuster resuscitation efforts of large-scale stand-alone projects the District performs the classic function of the urban neighborhood. Such districts give growth to new businesses, add substance to the local economy and export their innovations to the rest of the City.

B. Proposed Activities

Principle activities to be engaged in by the district during 2019 include:

1. **BUSINESS DEVELOPMENT** - DGBI will continue to advance downtown residential, corporate, and retail development. Recruitment and retention will be in collaboration with regional and local initiatives (i.e. New North, Advance, City of Green Bay, etc.) Key focus areas include retail recruitment and residential development.
2. **PHYSICAL IMPROVEMENTS** –Downtown Green Bay, Inc. will continue to focus on enhancing the district through beautification and cleanliness initiatives which include a Clean Team that will pick up litter weekly in the main district corridors, sidewalk gum removal, and biannual district clean ups. Holiday cheer will be spread through the wreaths with new ribbon, lights strung on the trees, and winter banners. Downtown Public Art will be a new initiative to the district to enhance public and private space.
3. **MARKETING** –DGBI will build upon last year’s general awareness marketing campaign, using print, digital, billboards and social media advertising, to further market the brand of the Downtown District. DGBI will continue to maintain and improve the new downtown website. The goal of these marketing efforts is to promote business development, retain residents and encourage visitors to the Downtown District.
4. **EVENTS** – DGBI will continue to activate the downtown district with engaging events like the Saturday Farmers Market, Fridays on the Fox, Dine on the Deck, Holiday Parade, Peace Tree Lighting Ceremony, and Winter Farmers Market. Focus will also be put into developing new events that attract residents and visitors from all walks of life to the district.

C. Proposed Expenditures – 2019

DGBI 2019 Budget Proposal		2019 Proposed
Income		
4030 · Contributions Income		
4071 · OMSI Administrative Fees		\$65,065
4072A · Special Events Revenue/Sponsorships		\$289,750
4077 · Stadium Tax \$ Reimbursement		\$2,900
Total 4030 · Contributions Income		
4740 · BID Revenue		\$224,128
Total Income		\$581,843
Expense		
Total 5800 · Administrative Expense		
DGBI Staff		\$119,350
OMSI Staff		\$53,890
Charities Staff		\$137,760
SEP Contribution		\$7,185
Payroll Taxes		\$25,000
Workmen's Comp		\$2,000
Employee Health Insurance		\$0
*Gray columns to be paid 61% by OMSI & Charities		
Total Admin including DGBI, OMSI & Charities Staffing		\$345,185
6000 · Operating Expense		
6020 · Building Rent & Utilities		\$14,500
6060 · Telephone & Internet		\$3,500
6084 · Business Insurance		\$9,000
6100 · Office Supplies		\$2,239
6120 · Postage		\$250
6140 · Dues and Subscriptions		\$1,500
6150 · Banking Charges		\$700
6160 · Non-Profit Licenses/Fees		\$100
6220 · Accounting		\$11,000
6240 · Training/Education/Staff Search/Recruitment		\$1,500
6300 · Business Expense/Meetings/Parking		\$2,500
6420 · Repairs & Maintenance		\$2,000
6490 · Equipment, Copy Machine, Technology		\$3,000
6490A-Office 365		\$750
Total 6000 · Operating Expense		\$52,539
6800 · Program Expense		
6830 · Physical Improvements		\$7,700

• Purchase and install holiday décor and lighting throughout the District • Conduct bi-annual District-wide cleanups and purchase cleanup supplies • Weed management of District streets • District-wide pole banner maintenance • Install up to three public art displays throughout District	
6840 • Business Development	\$13,625
6860 • Marketing & Public Relations	\$20,233
Special Event Expenses	\$142,561
Total 6800 • Program Expense	\$184,119
Total Expense	\$581,843
Net Income	\$0

Downtown BID

D. Financing Method

The proposed expenditures contained in Section C, above, will be financed in part from moneys collected from the BID assessment. It is estimated that approximately **\$224,128** will be raised through assessments. Any other funds that may be made available to the BID for the purposes contained herein shall be collected and expended as identified in Section C.

E. Organization of BID Board

Upon creation of the BID, the Mayor will appoint members to the district board ("board"). The board's primary responsibility is the implementation of this Operating Plan. This will require the board to negotiate with providers of services and materials to carry out the Plan; to enter various contracts; to monitor development activity; to periodically revise the Operating Plan; to ensure district compliance with the provisions of applicable statutes and regulations; and to make reimbursements for any overpayments of BID assessments.

State law requires that the board be composed of at least five members and that a majority of the board members be owners or occupants of property within the district.

It is recommended that the BID board be structured and operate as follows:

1. Board Size – at least Five
2. Composition - At least three fifths members shall be owners or occupants of property within the district. Any non-owner or non-occupant appointed to the board shall be a resident of the City of Green Bay. The board shall elect its Chairperson from among its members.
3. Term - Appointments to the board shall be for a period of three years except that initially two members shall be appointed for a period of three years, two members shall be appointed for a period of two years, and one member shall be appointed for a period of one year.
4. Compensation – None
5. Meetings - All meetings of the board shall be governed by the Wisconsin Open Meetings Law.
6. Record Keeping - Files and records of the board's affairs shall be kept pursuant to public record requirements.
7. Staffing - The board may employ staff and/or contract for staffing services pursuant to this Plan and subsequent modifications thereof.

8. Meetings - The board shall meet regularly, at least twice each year. The board shall adopt rules of order ("by laws") to govern the conduct of its meetings.

F. Relationship to Downtown Green Bay, Inc.

The BID shall be a separate entity from the Downtown Green Bay, Inc., notwithstanding the fact that members, officers and directors of each may be shared. The Association shall remain a private organization, not subject to the open meeting law, and not subject to the public record law except for its records generated in connection with the BID board. Downtown Green Bay, Inc. may, and it is intended, shall, contract with the BID to provide services to the BID, in accordance with this Plan.

IV. METHOD OF ASSESSMENT

A. Assessment Rate and Method

Parcels Assessed

All tax parcels within the District required to pay real estate taxes, including those taxed by the State as manufacturing, and all parcels used exclusively for manufacturing, will be assessed. Real property used exclusively for residential purposes may not be assessed, as required by the BID law. Residential property will be defined as 100% residential property or owner-occupied properties. Property exempt from paying real estate taxes will not be assessed. Property owned by government agencies will not be assessed.

Levy of Assessment

Special assessments under this 2019 Operating Plan are hereby levied against each tax parcel of property within the District which has a separate tax key number, in the amount shown on the assessment schedule which is attached hereto as Appendix D. The assessment was based on the assessed value of that parcel (land and improvements) as shown in the records of the City Assessor's office in June 2018 except as otherwise identified below.

The principle behind the assessment methodology is that each non-exempt parcel's owners should pay for District development in proportion to the benefits derived. Obviously, not every parcel within the District will benefit equally, thus it has been assumed that hospitality and entertainment uses will derive the most benefit and therefore will contribute to the BID at a higher assessment rate and warehouse uses will benefit the least and therefore contribute at a lower rate.

The 2018 assessment shown on Appendix D was calculated as \$2.28 for each \$1,000 of assessed value for properties whose use is identified as retail, hospitality or entertainment-related and \$.76 for each \$1,000 of assessed value for properties whose use is identified as office/commercial. Appendix C, attached hereto, contains a list of SIC codes identifying these properties.

For properties whose use comprises mixed SIC codes, the property has been identified by the ground level use(s) of any buildings constructed on the property. The ground level use is presumed to be the dominant use of the property. If a ground level has more than two uses, then the property has been identified by the use that makes up more than one half of the ground level square footage. The burden is on the owner to change a property classification from that designated in Appendix D. It must be proven annually by the owner of the property in question to the BID board.

B. Excluded and Exempt Property

The BID law requires explicit consideration of certain classes of property. In compliance with the law the following statements are provided.

1. State Statute 66.1109(1)(f)Im: The district will contain property used exclusively for manufacturing purposes, as well as properties used in part for manufacturing. These properties will be assessed according to the method set forth in this plan because it is assumed that they will benefit from development in the district.
2. State Statute 66.1109(5)(a): Property known to be used exclusively for residential purposes will not be assessed; such properties will be identified as BID Exempt Properties in Appendix D, as revised each year.
3. In accordance with the interpretation of the City Attorney regarding State Statute 66.1109(1)(b), property exempt from general real estate taxes has been excluded from the district. Privately owned tax-exempt property adjoining the district and which is expected to benefit from district activities may be asked to make a financial contribution to the district on a voluntary basis.

V. RELATIONSHIP TO GREEN BAY COMPREHENSIVE PLAN AND ORDERLY DEVELOPMENT OF THE CITY

A. City Plans

- B. A primary purpose of Downtown Green Bay, Inc.- to facilitate District redevelopment, implements the City of Green Bay's Comprehensive Plan and Downtown Master Plan. The organization promotes and facilitates the orderly development of the District. The Downtown Green Bay AuthentCity Plan was adopted in 2014 and recognized by the City of Green Bay as an integral element of the City's Comprehensive Plan.

The City of Green Bay has committed to helping private property owners in the district promote its development. To this end, the City expected to play a significant role in the creation of the Business Improvement district and in the implementation of the Operating Plan. In particular, the City will:

1. Provide technical assistance to the proponents of the district through adoption of the Plan, and provide assistance as appropriate thereafter.
2. Monitor and, when appropriate, apply for outside funds that could be used in support of the district.
3. Collect assessments, maintain in a segregated account, and disburse the monies of the district.
4. Receive annual audits as required per sec. 66.1109 (3) (c) of the BID law.
5. Provide the board, through the Tax Commissioner's Office on or before June 30th of each Plan year, with the official City records and the assessed value of each tax key number with the district, as of January 1st of each Plan year, for purposes of calculating the BID assessments.
6. Encourage the State of Wisconsin, Brown County and other units of government to support the activities of the district.

VI. PLAN APPROVAL PROCESS

A. Public Review Process

The Wisconsin Business Improvement district law establishes a specific process for reviewing and approving proposed districts. Pursuant to the statutory requirements, the following process will be followed:

1. The City of Green Bay Plan Commission will review the BID audits and approve the proposed Operating Plan. They will provide a recommendation to Council.

2. Common Council will act on the proposed Operating plans.
3. The Common Council will act on the proposed BID Plan.

VII. FUTURE YEAR OPERATING PLANS

A. Phased Development

It is anticipated that the BID will continue to revise and develop the Operating Plan annually, in response to changing development needs and opportunities in the district, in accordance with the purposes and objectives defined in this Operating Plan.

Section 66.1109 (3) (a) of the BID law requires the board and the City to annually review and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms the complete development program, it focuses upon 2019 activities, and information on specific assessed values, budget amounts and assessment amounts are based on 2018 conditions. Greater detail about subsequent year's activities will be provided in the required annual Plan updates, and approval by the Common Council of such Plan updates shall be conclusive evidence of compliance with this Plan and the BID law.

In later years, the BID Operating Plan will continue to apply the assessment formula, as adjusted, to raise funds to meet the next annual budget. However, the method of assessing shall not be materially altered, except with the consent of the City of Green Bay.

B. Amendment, Severability and Expansion

This BID has been created under authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of this Statute invalid or unconstitutional its decision will not invalidate or terminate the BID and this BID Plan shall be amended to conform to the law without need of reestablishment.

Should the legislature amend the Statute to narrow or broaden the process of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this BID Plan may be amended by the Common Council of the City of Green Bay as and when it conducts its annual Operating Plan approval and without necessity to undertake any other act. This is specifically authorized under Section 66.1109 (3)(b).

APPENDICES

- A. STATUTE
- B. PETITION
- C. PROPOSED DISTRICT BOUNDARIES
- D. 2018 PROJECTED ASSESSMENTS
- E. CITY ATTORNEY'S OPINION

APPENDIX A & B:

Wisconsin State Statute "BID Law"

66.1109 Business improvement districts.

(1) In this section:

(a) "Board" means a business improvement district board appointed under **sub. (3) (a)**.

(b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.

- (c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.
- (d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.
- (e) "Municipality" means a city, village or town.
- (f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:
1. The special assessment method applicable to the business improvement district.
 - 1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.
 2. The kind, number and location of all proposed expenditures within the business improvement district.
 3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.
 4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.
 5. A legal opinion that [subds. 1. to 4.](#) have been complied with.
- (g) "Planning commission" means a plan commission under [s. 62.23](#), or if none a board of public land commissioners, or if none a planning committee of the local legislative body.
- (2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:
- (a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under [par. \(b\)](#) has petitioned the municipality for creation of a business improvement district.
 - (b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.
 - (c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.
 - (d) Within 30 days after the hearing under [par. \(c\)](#), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.
 - (e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.
- (3)
- (a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.
 - (b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.
 - (c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include an independent certified audit of the implementation of the operating plan obtained by the municipality. The municipality shall obtain an additional independent certified audit upon termination of the business improvement district.
 - (d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.
- (4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits required under [sub. \(3\) \(c\)](#) or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.
- (4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under [par. \(c\)](#) and unless the business improvement district is not terminated under [par. \(e\)](#).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under [par. \(c\)](#), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

(e) If after the expiration of 30 days after the date of hearing under [par. \(c\)](#), by petition under this subsection or subsequent notification under [par. \(d\)](#), and after subtracting any retractions under [par. \(d\)](#), the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)

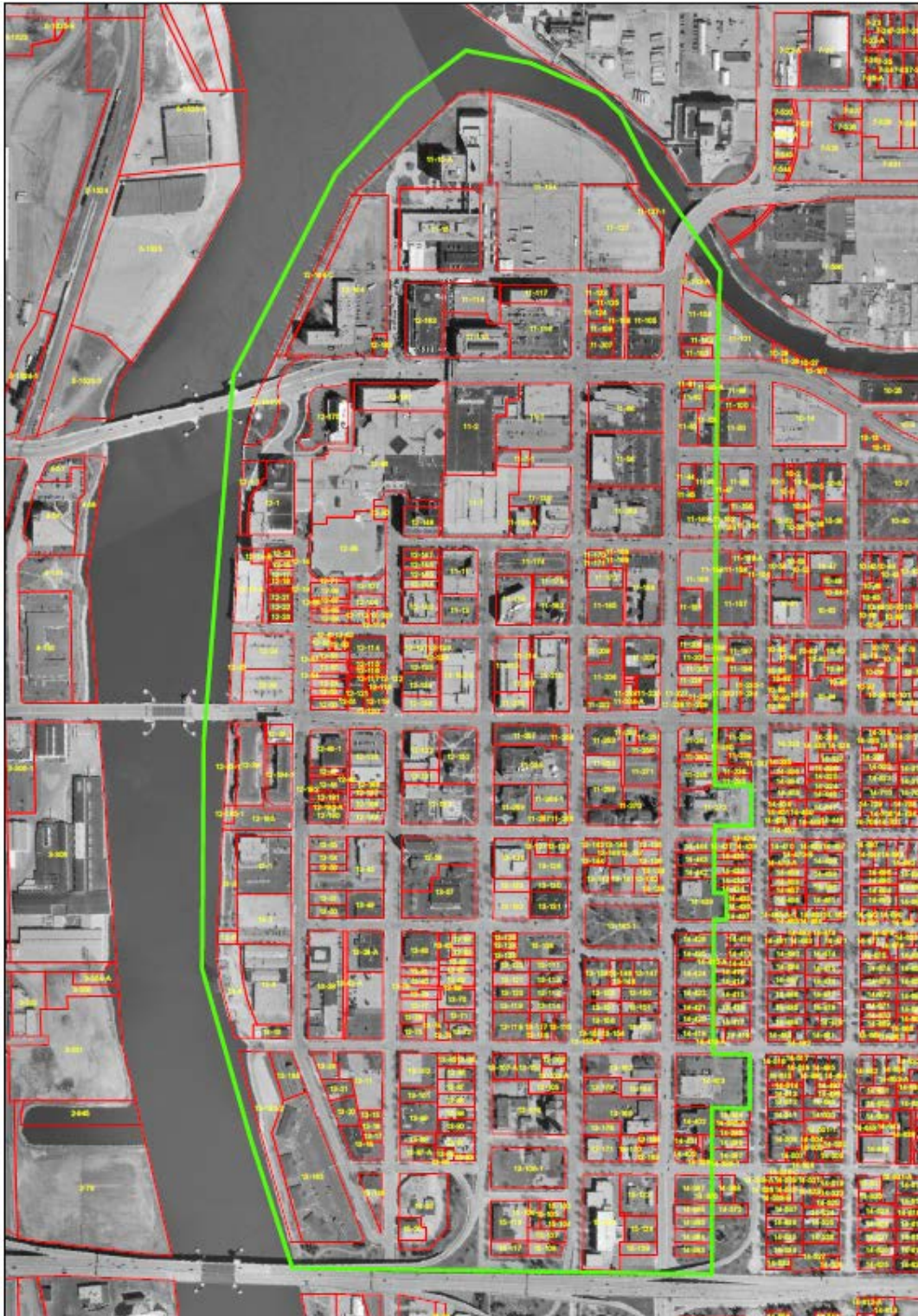
(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under [s. 70.11](#) may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

History: 1983 a. [184](#); 1989 a. [56](#) s. 258; 1999 a. [150](#) s. [539](#); Stats. 1999 s. 66.1109; 2001 a. [85](#).

APPENDIX C - PROPOSED DISTRICT BOUNDARIES



This is a compilation of records and data located in various Brown County and City of Green Bay offices and is to be used for reference purposes only. The map is controlled by the field measurements between the corners of the Public Land Survey System and the parcels are mapped from available records which may not precisely fit field conditions. Brown County/ City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

Map provided by City of Green Bay Planning Department, September, 2024.

400 200 0 400 feet

District Boundary

City of Green Bay
Downtown Green Bay, Inc
Business Improvement District

APPENDIX D- 2018 PROJECTED ASSESSMENTS

Assessment options are based on the type of business occupying the majority of a parcel. Properties that are assessed are coded as follows:

Assessment Rate

.00228 Retail, Hospitality or Entertainment (BID 3)

.00076 All other commercial properties being assessed (BID 4)

Bid District	Parcel	Property Location	Owner/Mailing	Total Value	Assessment
3	11-105	529 N MONROE AV	529 N MONROE AVE BUILDING LLC	\$ 1,320,400	\$ 3,011
3	11-115	333-335 MAIN ST	HYATT EQUITIES LLC	\$ 10,682,300	\$ 24,356
3	11-116	333 MAIN ST	HYATT EQUITIES LLC	\$ 635,600	\$ 1,449
3	11-149	310 N MONROE AV	MAIN ORIENTAL MARKET LLC	\$ 206,600	\$ 471
3	11-203	119 N MONROE AV	ASHVIN S MAISURIA	\$ 704,800	\$ 1,607
3	11-241	103 S MONROE AV	TKD PETROLEUM LLC	\$ 676,900	\$ 1,543
3	11-45	314 N MONROE AV	EDWARD M & RENEE J WINECK	\$ 144,200	\$ 329
3	11-46	610-614 BODART ST	ROBERT & MELIDA WAGNER	\$ 183,200	\$ 418
3	11-92	416-418 N MONROE AV		\$ -	\$ -
3	12-115	119-121 N ADAMS ST	WELHOUSE SPORTS DEVELOPMENT LLC	\$ 302,900	\$ 691
3	12-116	117 N ADAMS ST	GIOCOR57 LLC	\$ 200,800	\$ 458
3	12-117	115 N ADAMS ST	ROBERT P SANDERSON	\$ 173,700	\$ 396
3	12-120	225 E WALNUT ST	LIZA RAE LLC	\$ 219,200	\$ 500
3	12-121	217-221 E WALNUT ST	AMERICAN HOLDINGS INC	\$ 281,900	\$ 643
3	12-138	312 CHERRY ST	FRANKENTHAL BUILDING LLC	\$ 116,500	\$ 266
3	12-14	225 N WASHINGTON ST	WIDMER PROPERTIES LLC	\$ 150,100	\$ 342
3	12-145	218-220 N ADAMS ST	VICE ENTERPRISES LLC	\$ 525,900	\$ 1,199
3	12-146	222-224 N ADAMS ST	VICE ENTERPRISES LLC	\$ 210,800	\$ 481
3	12-147	306-312 PINE ST	A & E INVESTMENT CORP	\$ 576,400	\$ 1,314
3	12-15	223 N WASHINGTON ST	WIDMER PROPERTIES LLC	\$ 157,700	\$ 360
3	12-164	201 MAIN ST	PHVIF GREEN BAY LLC	\$ 6,841,900	\$ 15,600
3	12-165	501 N ADAMS ST		\$ -	\$ -
3	12-17	219 N WASHINGTON ST	RONALD L & RACHEL A SMITS	\$ 404,900	\$ 923
3	12-18	217 N WASHINGTON ST	DUPONT INVESTMENTS LLC	\$ 296,600	\$ 676
3	12-190-A	131 S WASHINGTON ST	131 SOUTH WASHINGTON LLC	\$ 69,400	\$ 158
3	12-191	129 S WASHINGTON ST	KARMAN DEVELOPMENT LLP	\$ 320,700	\$ 731

3	12-196	301-120 N ADAMS ST	BAYLAKE FOOD COURT REAL ESTATE LLC	\$ 858,500	\$ 1,957
3	12-20	213 N WASHINGTON ST	ROBERT COWLES	\$ 158,200	\$ 361
3	12-21	209-211 N WASHINGTON ST	AJ TODEY LLC C/O ALICE TODEY	\$ 448,300	\$ 1,022
3	12-22	207 N WASHINGTON ST	DONNA K MUENSTER	\$ 262,400	\$ 598
3	12-23	201 N WASHINGTON ST	GOELZ JEFFREY J LIVING TRUST	\$ 243,800	\$ 556
3	12-353	205-215 E WALNUT ST	CS INVESTORS LLC C/O SARA INVESTMENT RE	\$ 347,400	\$ 792
3	12-354	102-112 N WASHINGTON ST	202 CHERRY STREET LLC	\$ 622,900	\$ 1,420
3	12-355	202 CHERRY ST	NICOLET NATIONAL BANK	\$ 139,800	\$ 319
3	12-356	202 CHERRY ST	NICOLET NATIONAL BANK	\$ 5,700	\$ 13
3	12-365	301 N WASHINGTON ST	WATERMARK OWNER LLC	\$ 276,400	\$ 630
3	12-366	301 N WASHINGTON ST	WATERMARK OWNER LLC	\$ 294,500	\$ 671
3	12-367	301 N WASHINGTON ST	WATERMARK OWNER LLC	\$ 1,169,700	\$ 2,667
3	12-44	123-125 S WASHINGTON ST	AMH LLC	\$ 371,200	\$ 846
3	12-46	121 S WASHINGTON ST	121 SOUTH WASHINGTON INVESTMENTS LLC	\$ 154,600	\$ 352
3	12-47	119 S WASHINGTON ST	SECORA FAMILY TRUST	\$ 157,400	\$ 359
3	13-10	348 S WASHINGTON ST	THE FREIMANN HOTEL BLDG C/O JESSE WOTRUBA	\$ 474,500	\$ 1,082
3	13-2	234 S WASHINGTON ST	HARP & EAGLE LTD	\$ 1,820,000	\$ 4,150
3	13-39	321 S WASHINGTON ST	DOWNTOWNER MOTEL INC	\$ 2,135,500	\$ 4,869
3	13-49	234 S ADAMS ST	RUMMELE S JEWELERS INC OF GREEN BAY	\$ 515,200	\$ 1,175
3	13-76	339 S ADAMS ST	WILLIAM M & ROBERTA L ATKINSON	\$ 116,600	\$ 266
3	14-386	515 S MONROE AV	WARPINSKI PROPERTIES	\$ 279,200	\$ 637
3	15-122	510 S MONROE AV	LTB PROPERTY LLP	\$ 812,900	\$ 1,853
4	11-1	430 MAIN ST	MANOS HOLDINGS GREEN BAY LLC	\$ 2,586,900	\$ 1,966
4	11-102	500-508 N MONROE AV	KEVIN P & JEFFREY J RYAN	\$ 277,400	\$ 211
4	11-103-A	600 N MONROE AV	RICO S PARKING LOT LLC	\$ 39,000	\$ 30
4	11-107	503 MAIN ST	GB FUTURE 503 LLC	\$ 906,000	\$ 689
4	11-109	514 N MADISON ST	ASSOCIATED BANK LEASING REAL ESTATE MS 8227	\$ 60,500	\$ 46
4	11-117	433 MAIN ST	ASSOCIATED BANK LEASING REAL EST MS 8227	\$ 12,206,100	\$ 9,277

4	11-123	528 N MADISON ST	ASSOCIATED BANK LEASING REAL ESTATE MS 8227	\$ 46,200	\$ 35
4	11-124	516 N MADISON ST	ASSOCIATED BANK LEASING REAL ESTATE MS 8227	\$ 46,200	\$ 35
4	11-125	510 ELM ST	ASSOCIATED BANK LEASING REAL ESTATE MS 8227	\$ 88,800	\$ 67
4	11-13	201 N JEFFERSON ST	ASSOCIATED BANK LEASING REAL EST MS 8227	\$ 200,100	\$ 152
4	11-138-A	417 PINE ST	PINE STREET CAT COMPANY LLC	\$ 698,900	\$ 531
4	11-139	425 PINE ST	US BANK NATIONAL ASSOCIATION	\$ 4,190,800	\$ 3,185
4	11-160	616 PINE ST	ASSOCIATED BANK LEASING REAL EST MS 8227	\$ 316,900	\$ 241
4	11-174	225-229 N MADISON ST	ASSOCIATED BANK LEASING REAL EST MS 8227	\$ 570,200	\$ 433
4	11-185	501 CHERRY ST	BANK MUTUAL	\$ 230,200	\$ 175
4	11-188	201 N MONROE AV	BANK MUTUAL	\$ 1,300,000	\$ 988
4	11-191	605 CHERRY ST	ASSOCIATED BANK LEASING REAL EST MS 8227	\$ 171,700	\$ 130
4	11-2	330 N ADAMS ST	304 NORTH ADAMS GREEN BAY LLC	\$ 160,600	\$ 122
4	11-202	118 N MONROE AV	GARY ROSS HESSELGESSER	\$ 270,000	\$ 205
4	11-206	512 CHERRY ST	GREEN BAY BUSINESS CENTER III LLC	\$ 77,900	\$ 59
4	11-209	126 N MADISON ST	BRIAN F & JAMES E MICHAUD	\$ 420,700	\$ 320
4	11-210	435 E WALNUT ST	GREEN BAY BUSINESS CENTER III LLC	\$ 669,700	\$ 509
4	11-222	503 E WALNUT ST	GREEN BAY BUSINESS CENTER III LLC	\$ 12,600	\$ 10
4	11-224	521 E WALNUT ST	BUCKMASTER REVOCABLE LIVING TRUST	\$ 75,200	\$ 57
4	11-224-A	519 E WALNUT ST	BUCKMASTER REVOCABLE LIVING TRUST	\$ 100,400	\$ 76
4	11-225	533 E WALNUT ST	GREEN BAY BUSINESS CENTER III LLC	\$ 96,500	\$ 73
4	11-228	102 N MONROE AV	GARY ROSS HESSELGESSER	\$ 94,800	\$ 72
4	11-230	619 E WALNUT ST	JEFFREY A & CAROLYN M JAZGAR	\$ 162,500	\$ 123
4	11-243	113 S MONROE AV	GARY D WISNESKI	\$ 150,300	\$ 114
4	11-253	500-512 E WALNUT ST	TWO BEELERS LLC	\$ 546,500	\$ 415
4	11-254	117 S MADISON ST	DAVID N & KATHY A SHAW	\$ 89,200	\$ 68
4	11-257	414 E WALNUT ST	COLUMBUS OFFICE BUILDING LLC	\$ 892,200	\$ 678
4	11-258	115 S JEFFERSON ST	GRAY TELEVISION GROUP INC	\$ 1,608,900	\$ 1,223
4	11-259	434 E WALNUT ST	DAVID N & KATHY A SHAW	\$ 141,700	\$ 108
4	11-264-1	130 S MADISON ST	GRAY TELEVISION GROUP INC	\$ 184,000	\$ 140
4	11-269	125 S JEFFERSON ST	JAMES SICKEL	\$ 2,050,700	\$ 1,559
4	11-44	BLOCK BODART ST	EDWARD M & RENEE J	\$ 54,400	\$ 41

			WINECK		
4	11-53	607-617 BODART ST	MAY MARIE INC	\$ 235,300	\$ 179
4	11-55	406 N MONROE AV	RICOS PARKING LOT LLC	\$ 215,100	\$ 163
4	11-56	300 N MADISON ST	WW GRAINGER INC ATTN: TAX DEPT	\$ 5,668,500	\$ 4,308
4	11-91	420 N MONROE AV	BEVERLY FRENCH	\$ 500	\$ -
4	11-95-A	MAIN ST		\$ -	\$ -
4	12-1-2	335 N WASHINGTON ST	RIVER CENTER LOFTS LLC C/O STONE HOUSE DEV INC	\$ 3,195,300	\$ 2,428
4	12-114	216-222 CHERRY ST	TAJ ENTERPRISES LLC	\$ 775,600	\$ 589
4	12-118	109 N ADAMS ST		\$ -	\$ -
4	12-119	227 E WALNUT ST		\$ -	\$ -
4	12-122	101 N ADAMS ST		\$ -	\$ -
4	12-13	227-229 N WASHINGTON ST	WIDMER PROPERTIES LLC	\$ 306,600	\$ 233
4	12-130	118 S ADAMS ST	GIGOT PROPERTIES LLC C/O MARK S GIGOT	\$ 1,158,000	\$ 880
4	12-130-1	110 S ADAMS ST	TMJ LLC	\$ 1,015,500	\$ 772
4	12-134	112 N ADAMS ST	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	\$ -	\$ -
4	12-135	116 N ADAMS ST	FRANKENTHAL BUILDING LLC	\$ 94,900	\$ 72
4	12-137	130 N ADAMS ST	FRANKENTHAL BUILDING LLC	\$ 1,030,600	\$ 783
4	12-139	314 CHERRY ST	FRANKENTHAL BUILDING LLC	\$ 20,700	\$ 16
4	12-140	202 N ADAMS ST	ASSOCIATED BANK LEASING REAL EST MS 8227	\$ 4,039,900	\$ 3,070
4	12-144	214-216 N ADAMS ST	ASSOCIATED BANK LEASING REAL EST MS 8227	\$ 318,700	\$ 242
4	12-148	304 N ADAMS ST	304 NORTH ADAMS GREEN BAY LLC	\$ 3,079,000	\$ 2,340
4	12-175	400 N WASHINGTON ST	SCHREIBER FOODS INC ATTN TAX DEPARTMENT	\$ 42,857,900	\$ 32,572
4	12-184-A	401 N WASHINGTON ST	CITYDECK LANDING LLC T WALL ENTERPRISES MNG	\$ 8,678,000	\$ 6,595
4	12-185	WASHINGTON ST	GDC WASHINGTON STREET LLC	\$ 232,400	\$ 177
4	12-19	215 N WASHINGTON ST	DUPONT INVESTMENTS LLC	\$ 127,300	\$ 97
4	12-190	201 DOTY ST	GDC WASHINGTON STREET LLC	\$ 1,669,200	\$ 1,269
4	12-192	127 S WASHINGTON ST	OWEN F MONFILS LE	\$ 228,100	\$ 173
4	12-195	301-110 N ADAMS ST	NNB PROPERTIES LLC	\$ 1,985,800	\$ 1,509
4	12-197	301-130 N ADAMS ST	CITY CENTER PROPERTIES LLC	\$ 1,084,100	\$ 824
4	12-198	301-140 N ADAMS ST	CITY CENTER PROPERTIES LLC	\$ 369,600	\$ 281
4	12-199	301-150 N ADAMS ST	NNB PROPERTIES LLC	\$ 245,200	\$ 186
4	12-200	301-160 N ADAMS ST	CITY CENTER PROPERTIES LLC	\$ 131,800	\$ 100
4	12-201	301-210 N ADAMS ST	HCW LLC	\$ 1,775,500	\$ 1,349
4	12-202	301-220 N ADAMS ST	HCW LLC	\$ 1,943,800	\$ 1,477

4	12-203	301-230 N ADAMS ST	HCW LLC	\$ 64,900	\$ 49
4	12-204	301-240 N ADAMS ST	HCW LLC	\$ 538,800	\$ 409
4	12-205	301-250 N ADAMS ST	HCW LLC	\$ 627,400	\$ 477
4	12-206	301-260 N ADAMS ST	HCW LLC	\$ 376,900	\$ 286
4	12-24	111 N WASHINGTON ST	NICOLET JOINT VENTURES LLC	\$ 10,959,200	\$ 8,329
4	12-281	110-126 S WASHINGTON ST	VARSITY HOLDINGS LLC	\$ 603,000	\$ 458
4	12-282	110-126 S WASHINGTON ST	MANCOSKE KRAMER REAL ESTATE	\$ 125,100	\$ 95
4	12-283	110-126 S WASHINGTON ST	WATERWALK HOLDING LLC C/O DENIS J KREFT	\$ 694,500	\$ 528
4	12-363	115 E WALNUT ST	NICOLET JOINT VENTURES LLC	\$ 398,100	\$ 303
4	12-364	115 E WALNUT ST	GB METREAU LLC	\$ 12,815,000	\$ 9,739
4	12-368	301 N WASHINGTON ST	WATERMARK OWNER LLC	\$ 1,206,800	\$ 917
4	12-369	301 N WASHINGTON ST	WATERMARK OWNER LLC	\$ 533,100	\$ 405
4	12-370	301 N WASHINGTON ST	WATERMARK OWNER LLC	\$ 20,300	\$ 15
4	12-371	301 N WASHINGTON ST	WATERMARK OWNER LLC	\$ 2,167,600	\$ 1,647
4	12-372	301 N WASHINGTON ST	WATERMARK OWNER LLC	\$ 287,400	\$ 218
4	12-373	301 N WASHINGTON ST	WATERMARK OWNER LLC	\$ 285,100	\$ 217
4	12-374	301 N WASHINGTON ST	WATERMARK OWNER LLC	\$ 282,300	\$ 215
4	12-375	301 N WASHINGTON ST	WATERMARK OWNER LLC	\$ 287,700	\$ 219
4	12-38-1	130 E WALNUT ST	SAFFORD BUILDING LLC	\$ 378,000	\$ 287
4	12-38-10	130 E WALNUT ST	BELLIN BUILDING ASSOC	\$ 377,600	\$ 287
4	12-38-2	130 E WALNUT ST	SAFFORD BUILDING LLC	\$ 424,500	\$ 323
4	12-38-3	130 E WALNUT ST	SAFFORD BUILDING LLC	\$ 169,400	\$ 129
4	12-38-4	130 E WALNUT ST	SAFFORD BUILDING LLC	\$ 124,500	\$ 95
4	12-38-5	130 E WALNUT ST	SAFFORD BUILDING LLC	\$ 238,400	\$ 181
4	12-38-6	130-F E WALNUT ST	URSULA BERTRAND HINZ	\$ 192,400	\$ 146
4	12-38-7	130 E WALNUT ST	BELLIN ASSOCIATES C/O NELSON & SCHMELING	\$ 261,600	\$ 199
4	12-38-7-1	130 E WALNUT ST	AMERICAN FOUNDATION OF COUNSELING SERVICES INC	\$ 251,900	\$ 191
4	12-38-8	130 E WALNUT ST	SAFFORD BUILDING LLC	\$ 51,900	\$ 39

4	12-38-9	130 E WALNUT ST	SAFFORD BUILDING LLC	\$ 27,600	\$ 21
4	12-86	330 N WASHINGTON ST	SCHREIBER FOODS INC ATTN TAX DEPARTMENT	\$ 364,000	\$ 277
4	13-1	200 S WASHINGTON ST	NICOLET REAL ESTATE AND INVESTMENTS CORP	\$ 3,493,600	\$ 2,655
4	13-101	417 S ADAMS ST	SW LEASING LLP	\$ 274,600	\$ 209
4	13-107	416 CROOKS ST	STORMIN TITLE LLC	\$ 266,400	\$ 202
4	13-107-A	403 S JEFFERSON ST	U SAVE AMERICA LLC	\$ 290,400	\$ 221
4	13-11	400 S ADAMS ST	SECOND WIND AUTO GALLERY LLC	\$ 1,566,800	\$ 1,191
4	13-112	318 S MADISON ST	JAMKAT LLC	\$ 82,000	\$ 62
4	13-114	332 S MADISON ST	MELANIE HORKMAN	\$ 231,200	\$ 176
4	13-117	421 CROOKS ST	JEFFERSON STREET PARTNERSHIP LLP	\$ 82,800	\$ 63
4	13-118	345 S JEFFERSON ST	JEFFERSON STREET PARTNERSHIP LLP	\$ 482,800	\$ 367
4	13-119	333 S JEFFERSON ST	THOMAS J & KATHLEEN A KITSLAAR	\$ 77,800	\$ 59
4	13-120	325 S JEFFERSON ST	DANIEL E & PATRICIA A COLVIN JR	\$ 195,200	\$ 148
4	13-121	321 S JEFFERSON ST	JAMKAT LLC	\$ 82,000	\$ 62
4	13-122	315 S JEFFERSON ST	GEORGE A & SHARON R THORNE	\$ 200,400	\$ 152
4	13-123	311 S JEFFERSON ST	TRANSFORMATION HOUSE HOLDING LLC	\$ -	\$ -
4	13-124	307 S JEFFERSON ST	VANDE CASTLE PROPERTIES LLP	\$ 35,700	\$ 27
4	13-125	303 S JEFFERSON ST	VANDE CASTLE PROPERTIES LLP	\$ 108,500	\$ 82
4	13-127	420-422 DOTY ST	TOSA 420 LLC	\$ 266,600	\$ 203
4	13-128	212-214 S MADISON ST	GREEN BAY BUSINESS CENTER III LLC	\$ 172,500	\$ 131
4	13-132	225-231 S JEFFERSON ST	CITY OF GREEN BAY C/O ENGINEERING DEPT	\$ 157,700	\$ 120
4	13-133	221 S JEFFERSON ST	CITY OF GREEN BAY C/O ENGINEERING DEPT	\$ 79,200	\$ 60
4	13-135	200 S MONROE AV	FIRST UNITED METHODIST CHURCH GREEN BAY	\$ -	\$ -
4	13-151	332 S MONROE AV	WARREN FAMILY FUNERAL HOMES INC	\$ 128,700	\$ 98
4	13-153	340 S MONROE AV	WARREN FAMILY FUNERAL HOMES INC	\$ 631,600	\$ 480
4	13-156	339 S MADISON ST	WARREN FAMILY FUNERAL HOMES INC	\$ 82,000	\$ 62
4	13-163	408 S MONROE AV	MADISON MONROE INVESTMENTS LLP	\$ 731,400	\$ 556
4	13-164	416-418 S MONROE AV	LAWRENCE G VESELY	\$ 314,100	\$ 239

4	13-165	424 S MONROE AV	MOSKI CORP	\$ 895,200	\$ 680
4	13-171	445 S MADISON ST	445 MADISON CHICAGO LLC ATT: KEN	\$ 919,600	\$ 699
4	13-179	413-415 S MADISON ST	ED & ASSOC	\$ 235,700	\$ 179
4	13-18	444 S ADAMS ST	AMERICAN FOODS GROUP LLC	\$ 727,400	\$ 553
4	13-183	420-500 S WASHINGTON ST	WASHINGTON STREET RIVER PROPERTIES LLC	\$ 3,044,400	\$ 2,314
4	13-185	400 S WASHINGTON ST	WASHINGTON ST DEPOT LLC	\$ 949,700	\$ 722
4	13-20	419 S WASHINGTON ST	SECOND WIND AUTO GALLERY LLC	\$ 510,000	\$ 388
4	13-43	200-220 S ADAMS ST	INDUSTRY CONSULTING GROUP INC	\$ 2,443,500	\$ 1,857
4	13-50	235 WASHINGTON ST	INDUSTRY CONSULTING GROUP INC	\$ 214,500	\$ 163
4	13-51	229 STUART ST	INDUSTRY CONSULTING GROUP INC	\$ 81,800	\$ 62
4	13-53	211 S WASHINGTON ST	INDUSTRY CONSULTING GROUP INC	\$ 41,300	\$ 31
4	13-54	205 S WASHINGTON ST	INDUSTRY CONSULTING GROUP INC	\$ 82,600	\$ 63
4	13-55	201 S WASHINGTON ST	INDUSTRY CONSULTING GROUP INC	\$ 86,500	\$ 66
4	13-56	201-215 S ADAMS ST	PREMONSTRATENSIAN FATHERS THE	\$ 200,100	\$ 152
4	13-57	219-231 S ADAMS ST	ATTY THOMAS M OLEJNICZAK	\$ 1,283,400	\$ 975
4	13-71	336 S JEFFERSON ST	ROCK KRAMER J & CAROLYN F JOINT REVOCABLE TRUST	\$ 230,200	\$ 175
4	13-74	315 CROOKS ST	WILLIAM M & ROBERTA L ATKINSON	\$ 43,800	\$ 33
4	13-75	345 S ADAMS ST	SCHMILINGVISION LLP	\$ 267,200	\$ 203
4	13-8	318 S WASHINGTON ST	RIVER EAST 318 LLC	\$ 5,230,300	\$ 3,975
4	13-87	414 S JEFFERSON ST	414 S JEFFERSON ST GREEN BAY LLC	\$ 1,139,800	\$ 866
4	13-97-A	445 S ADAMS ST	CHICAGO STREET LLC	\$ 384,000	\$ 292
4	13-99	425 S ADAMS ST	WILLIAM S VAN ESS	\$ 456,900	\$ 347
4	14-383	535 S MONROE AV	PS & LC REAL ESTATE LLC	\$ 208,300	\$ 158
4	14-385	519 S MONROE AV	JAMES R & DIANE J WARPINSKI	\$ 346,900	\$ 264
4	14-387	503 S MONROE AV	FAMILY SERVICES OF NORTHEAST WISCONSIN INC	\$ -	\$ -
4	14-403	417 S MONROE AV	SCHIEGG INVESTMENTS LLC	\$ 800,000	\$ 608
4	14-419	345 S MONROE AV	JOHN C & JULIE A MAY	\$ 296,000	\$ 225
4	14-420	337 S MONROE AV	JOHN C & JULIE A MAY	\$ 217,600	\$ 165
4	14-422	325-327 S MONROE AV	JOURNEY TO ADULT SUCCESS INC	\$ -	\$ -
4	14-424	315 S MONROE AV	PROVENANCE LLP	\$ 539,800	\$ 410
4	14-439	225 S MONROE AV	FELD LTD PARTNERSHIP	\$ 688,800	\$ 523

4	14-443	211 S MONROE AV	JOSEPH M RECKA & JAMES T JOANNES	\$ 294,300	\$ 224
4	14-444	203 S MONROE AV	MARK S & KATHRYN A GIGOT	\$ 143,600	\$ 109
4	15-103	432 MARTIN ST	THOMAS L SKOGG	\$ 25,900	\$ 20
4	15-104	508 S MADISON ST	THOMAS L SKOGG	\$ 112,500	\$ 85
4	15-105	426 MARTIN ST	THOMAS L SKOGG	\$ 41,600	\$ 32
4	15-106	420 MARTIN ST	THOMAS L SKOGG	\$ 83,400	\$ 63
4	15-107	526 S MADISON ST	THOMAS L SKOGG	\$ 57,700	\$ 44
4	15-108	530 S MADISON ST	THOMAS L SKOGG	\$ 105,600	\$ 80
4	15-117	533 S JEFFERSON ST	THOMAS L SKOGG	\$ 54,900	\$ 42
4	15-118	527 S JEFFERSON ST	JADEITE INC C/O JOHN MARTINSON	\$ 649,600	\$ 494
4	15-23	501 S ADAMS ST	COSMO LLC C/O JOHN F BUTZ	\$ 127,500	\$ 97
			Total	\$ 220,776,600	\$ 224,128

APPENDIX E - CITY ATTORNEY'S OPINION – TO BE SUBMITTED



Report to the Green Bay Plan Commission

MEETING DATE

November 5, 2018

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # M.2.

To approve the 2019 Business Improvement District Operating Plan for Olde Main Street, Inc.

BACKGROUND

Per BID guidelines and state statutes, the City is required to annually review the BID Operating Plans. The Olde Main Street BID was established in 1999. Their 2019 Operating Plan is attached. The Olde Main Street BID rate will continue to be \$3 (hospitality or entertainment-related), \$1 (warehouse), and \$2.50 (all other properties) per \$1,000 assessed property value.

RECOMMENDATION

Approval of the 2019 Operating Plan for the Olde Main Street Business Improvement District.

FISCAL IMPACT

ATTACHMENTS

- I. 2019 OMSI Operating Plan

**Operating Plan - 2019
Olde Main Street, Inc.**

BUSINESS IMPROVEMENT DISTRICT

2019 OPERATING PLAN



Olde Main Street, Inc.
130 E. Walnut St. Suite 501
Green Bay, WI 54301
Phone: (920) 437-5972
downtowngreenbay.com

TABLE OF CONTENTS

Item	Page
Introduction	3
District Boundaries	3
Proposed Operating Plan	3
Method of Assessment	6
Relationship to Comprehensive Plan	7
Plan Approval Process	8
Future Year Operating Plans	8
Appendices	9

I. INTRODUCTION

A. Background

In 1984, the Wisconsin legislature created 66.1109 (formerly S. 66.608) of the Statutes (see Appendix A) enabling cities to establish Business Improvement Districts (BIDs). The purpose of the law is “to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities.” (1983 Wisconsin Act 184, Section 1, legislative declaration.)

The City of Green Bay received a petition from property owners that requested creation of a Business Improvement District for the purpose of revitalizing and improving the Olde Main Street business area on Green Bay’s east side. (see Appendix B). The BID law requires that every district have an annual Operating Plan. This document is the 2019 Operating Plan for the Olde Main Street district.

B. Physical Setting

The physical boundaries of the district include the Main Street corridor bounded on the west by the alleyway immediately east of Monroe Avenue, on the east by Grove Street, the East River shoreline to the north and varying commercial boundaries on the south.

II. DISTRICT BOUNDARIES

Please see the map of the district in Appendix C of this plan. A listing of the properties included in the district is provided in Appendix C.

III. PROPOSED OPERATING PLAN

A. Plan Objectives

The objective of the BID is to provide leadership and management for revitalizing Main Street. By emphasizing community-based planning, planning that appreciates the advantages of low-cost, modest initiatives over the blockbuster resuscitation efforts of large-scale stand-alone projects the District performs the classic function of the urban neighborhood. Such districts give growth to new businesses, add substance to the local economy and export their people and innovations to the rest of the City.

B. Proposed Activities

Principle activities to be engaged in by the district during 2019 include:

1. **BUSINESS DEVELOPMENT** – Olde Main Street, Inc. will continue to activate and promote key commercial and residential areas. Opportunities to leverage progress related to downtown development will also be identified and pursued. Business recruitment will be in collaboration with regional and local initiatives (i.e. New North, Advance, City of Green Bay, etc.).
2. **MARKETING** – OMSI will engage in event focused marketing to further establish the brand of Olde Main Street as the Arts District. We will work to promote the development of the Whitney Park area to future businesses and residents. The goal of these marketing efforts is to position Olde Main Street as a progressive, trendy, hip and culture-focused commercial and residential area in the eyes of our community. This position will be further enhanced through the ongoing maintenance and improvements to the new website.
3. **EVENTS** – OMSI will continue to curate events for the Olde Main Street district that further enhance the corridors brand as the Arts District. Events like Gallery Nite, Summer Solstice Celebration, Summer in the Park and Comedy in the Park are designed to attract new businesses, creatives, and visitors to the area.

4. **DISTRICT INFRASTRUCTURE** – Olde Main Street, Inc. will continue to implement and maintain public art throughout the district and work in collaboration with local art organizations and alongside City initiatives. A primary focus remains in cleanliness and beautification through seasonal cleanups and the Planter Program. OMSI will continue to support the progress of the East River Trail.

5. **BUSINESS AND NEIGHBORHOOD CONNECTIONS** – Olde Main Street, Inc. will continue to build positive relationships with new and current businesses and organizations as well as with nearby neighborhood associations.

C. Proposed Expenditures – 2019

	2019 Budget	2018 Budget
Revenues		
BID Assessments	\$57,799	\$58,152
Contributions & Event Sponsorships*	\$40,425	\$62,125
Planter Program Revenue	\$7,600	\$7,600
Prior Period Reserves	\$7,529	
Total Revenue	\$113,353	\$127,877
Expenses		
Administrative Fees	\$65,065	\$63,471
Operating		
Insurance	\$2,200	\$1,900
Postage & Meetings & Misc.	\$400	\$400
Legal/Accounting/Audit	\$7,600	\$7,400
Training/Education/mileage/Dues & Subs.	\$700	\$750
Equipment/Office Supplies	\$1,000	\$1,000
Total Admin & Operating Expense	\$76,965	\$74,921
Programs		
Physical Improvements		
Greenspace/Planter Program	\$12,000	\$12,000
District Appearance	\$100	\$200
Three Corner Marker Flag	\$300	\$300
Holiday Decorations	\$100	\$500
Public Art*	\$0	\$0
Total Physical Improvements	\$12,500	\$13,000
Business Development		
Business Recruitment & Retention	\$2,250	\$1,000
Total Business Development	\$2,250	\$1,000
Marketing & Events		
Website/Social Media	\$1,219	\$1,000
Branding/Guides/Public Awareness	\$5,409	\$4,737
Gallery Nite/Art on Main	\$3,310	\$5,000
Summer in the Park	\$4,500	\$2,775
Lunch with Morty	\$0	\$1,350
Art & Sole	\$0	\$5,550
Mardi Gras on Main	\$0	\$11,173
Movie in the Park	\$0	\$1,670

Comedy in the Park	\$1,950	\$3,900
Annual Meeting	\$550	\$425
Small Business Saturday	\$400	\$0
Summer Solstice	\$3,800	
New Events- TBD	\$500	
<i>Total Marketing and Events</i>	\$21,638	\$37,580
Total Programs	\$36,388	\$51,580
Total Expense	\$113,353	\$126,501
Net Income	\$ -	\$ 1,376

D. Financing Method

The proposed expenditures contained in Section C, above, will be financed in part from moneys collected from the BID assessment. It is estimated that approximately **\$57,799** will be raised through assessments. Any other funds that may be made available to the BID for the purposes contained herein shall be collected and expended as identified in Section C.

E. Organization of BID Board

Upon creation of the BID, the Mayor appointed members to the district board ("board"). The board's primary responsibility is the implementation of this Operating Plan. This will require the board to negotiate with providers of services and materials to carry out the Plan; to enter into various contracts; to monitor development activity; to periodically revise the Operating Plan; to ensure district compliance with the provisions of applicable statutes and regulations; and to make reimbursements for any overpayments of BID assessments.

State law requires that the board be composed of at least five members and that a majority of the board members be owners or occupants of property within the district.

It is recommended that the BID board be structured and operate as follows:

1. Board Size – at least Five
2. Composition - At least three fifths members shall be owners or occupants of property within the district. Any non-owner or non-occupant appointed to the board shall be a resident of the City of Green Bay. The board shall elect its Chairperson from among its members.
3. Term - Appointments to the board shall be for a period of three years except that initially two members shall be appointed for a period of three years, two members shall be appointed for a period of two years, and one member shall be appointed for a period of one year.
4. Compensation – None
5. Meetings - All meetings of the board shall be governed by the Wisconsin Open Meetings Law.
6. Record Keeping - Files and records of the board's affairs shall be kept pursuant to public record requirements.
7. Staffing - The board may employ staff and/or contract for staffing services pursuant to this Plan and subsequent modifications thereof.

8. Meetings - The board shall meet regularly, at least twice each year. The board shall adopt rules of order ("by laws") to govern the conduct of its meetings.

F. Relationship to Olde Main Street, Inc.

The BID shall be a separate entity from the Olde Main Street, Inc., notwithstanding the fact that members, officers and directors of each may be shared. The Association shall remain a private organization, not subject to the open meeting law, and not subject to the public record law except for its records generated in connection with the BID board. Olde Main Street, Inc. may, and it is intended, shall, contract with the BID to provide services to the BID, in accordance with this Plan.

IV. METHOD OF ASSESSMENT

A. Assessment Rate and Method

Parcels Assessed

All tax parcels within the District required to pay real estate taxes, including those taxed by the State as manufacturing, and all parcels used exclusively for manufacturing, will be assessed. Real property used exclusively for residential purposes may not be assessed, as required by the BID law. Residential property will be defined as 100% residential property or owner-occupied properties. Property exempt from paying real estate taxes will not be assessed. Property owned by government agencies will not be assessed.

Levy of Assessment

Special assessments under this 2019 Operating Plan are hereby levied against each tax parcel of property within the District which has a separate tax key number, in the amount shown on the assessment schedule which is attached hereto as Appendix D. The assessment was based on the assessed value of that parcel (land and improvements) as shown in the records of the City Assessor's office in January 2018 except as otherwise identified below.

The principle behind the assessment methodology is that each non-exempt parcel's owners should pay for District development in proportion to the benefits derived. Obviously, not every parcel within the District will benefit equally, thus it has been assumed that hospitality and entertainment uses will derive the most benefit and therefore will contribute to the BID at a higher assessment rate and warehouse uses will benefit the least and therefore contribute at a lower rate.

The 2018 assessment shown on Appendix D was calculated as \$3.00 for each \$1,000 of assessed value for properties whose use is identified as hospitality or entertainment-related and \$1.00 for each \$1,000 of assessed value for properties whose use is identified as warehouse. Appendix C, attached hereto, contains a list of SIC codes identifying these properties. The 2018 assessment for remaining non-exempt tax parcels in the District, not identified as used for hospitality or entertainment-related uses or for warehousing, was calculated as \$2.50 for each \$1,000 of assessed value.

For properties whose use comprises mixed SIC codes, the property has been identified by the ground level use(s) of any buildings constructed on the property. The ground level use is presumed to be the dominant use of the property. If a ground level has more than two uses, then the property has been identified by the use that makes up more than one half of the ground level square footage. The burden is on the owner to change a property classification from that designated in Appendix D. It must be proven

annually by the owner of the property in question to the BID board. The maximum assessment for any individual or business shall be \$3,000.

B. Excluded and Exempt Property

The BID law requires explicit consideration of certain classes of property. In compliance with the law the following statements are provided.

1. State Statute 66.1109(1)(f)lm: The district will contain property used exclusively for manufacturing purposes, as well as properties used in part for manufacturing. These properties will be assessed according to the method set forth in this plan because it is assumed that they will benefit from development in the district.
2. State Statute 66.1109(5)(a): Property known to be used exclusively for residential purposes will not be assessed; such properties will be identified as BID Exempt Properties in Appendix D, as revised each year.
3. In accordance with the interpretation of the City Attorney regarding State Statute 66.1109(1)(b), property exempt from general real estate taxes has been excluded from the district. Privately owned tax-exempt property adjoining the district and which is expected to benefit from district activities may be asked to make a financial contribution to the district on a voluntary basis.

V. RELATIONSHIP TO GREEN BAY COMPREHENSIVE PLAN AND ORDERLY DEVELOPMENT OF THE CITY

A. City Plans

The mission of Olde Main Street- to facilitate District redevelopment, is consistent with the City of Green Bay's Comprehensive Plan and Downtown Master Plan; the organization promotes the orderly development of the City in general. Olde Main Street's Design Plan was adopted in 2001 and recognized by the City of Green Bay as an integral element of the city's vision and plan.

B. City Role in District Operation

The City of Green Bay has committed to helping private property owners in the district promote its development. To this end, the City expected to play a significant role in the creation of the Business Improvement district and in the implementation of the Operating Plan. In particular, the City will:

1. Provide technical assistance to the proponents of the district through adoption of the Plan and provide assistance as appropriate thereafter.
2. Monitor and, when appropriate, apply for outside funds that could be used in support of the district.
3. Collect assessments, maintain in a segregated account, and disburse the monies of the district.
4. Receive annual audits as required per sec. 66.1109 (3) (c) of the BID law.
5. Provide the board, through the Tax Commissioner's Office on or before June 30th of each Plan year, with the official City records and the assessed value of each tax key number with the district, as of January 1st of each Plan year, for purposes of calculating the BID assessments.

6. Encourage the State of Wisconsin, Brown County and other units of government to support the activities of the district.

VI. PLAN APPROVAL PROCESS

A. Public Review Process

The Wisconsin Business Improvement district law establishes a specific process for reviewing and approving proposed operating plans. Pursuant to the statutory requirements, the following process will be followed:

1. The City of Green Bay Plan Commission will review the BID audits and approve the proposed Operating Plan. They will provide a recommendation to Council.
2. Common Council will act on the proposed Operating Plans
3. The Common Council will act on the proposed BID Plan.

B. Petition against Creation of the BID

VII. FUTURE YEAR OPERATING PLANS

A. Phased Development

It is anticipated that the BID will continue to revise and develop the Operating Plan annually, in response to changing development needs and opportunities in the district, in accordance with the purposes and objectives defined in this initial Operating Plan.

Section 66.1109 (3) (a) of the BID law requires the board and the City to annually review and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms the complete development program, it focuses upon 2017 activities, and information on specific assessed values, budget amounts and assessment amounts are based on 2017 conditions. Greater detail about subsequent year's activities will be provided in the required annual Plan updates, and approval by the Common Council of such Plan updates shall be conclusive evidence of compliance with this Plan and the BID law.

In later years, the BID Operating Plan will continue to apply the assessment formula, as adjusted, to raise funds to meet the next annual budget. However, the method of assessing shall not be materially altered, except with the consent of the City of Green Bay.

B. Amendment, Severability and Expansion

This BID has been created under authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of this Statute invalid or unconstitutional its decision will not invalidate or terminate the BID and this BID Plan shall be amended to conform to the law without need of reestablishment.

Should the legislature amend the Statute to narrow or broaden the process of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this BID Plan may be amended by the Common

Council of the City of Green Bay as and when it conducts its annual Operating Plan approval and without necessity to undertake any other act. This is specifically authorized under Section 66.1109 (3)(b)

APPENDICES

- A. STATUTE
- B. PETITION
- C. PROPOSED DISTRICT BOUNDARIES
- D. 2018 PROJECTED ASSESSMENTS
- E. CITY ATTORNEY'S OPINION

APPENDIX A & B:

Wisconsin State Statute "BID Law"

66.1109 Business improvement districts.

(1) In this section:

- (a) "Board" means a business improvement district board appointed under [sub. \(3\) \(a\)](#).
 - (b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.
 - (c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.
 - (d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.
 - (e) "Municipality" means a city, village or town.
 - (f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:
 - 1. The special assessment method applicable to the business improvement district.
 - 1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.
 - 2. The kind, number and location of all proposed expenditures within the business improvement district.
 - 3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.
 - 4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.
 - 5. A legal opinion that [subds. 1. to 4.](#) have been complied with.
 - (g) "Planning commission" means a plan commission under [s. 62.23](#), or if none a board of public land commissioners, or if none a planning committee of the local legislative body.
- (2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:
- (a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under [par. \(b\)](#) has petitioned the municipality for creation of a business improvement district.
 - (b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.
 - (c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.
 - (d) Within 30 days after the hearing under [par. \(c\)](#), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.
 - (e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(3)

(a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.

(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include an independent certified audit of the implementation of the operating plan obtained by the municipality. The municipality shall obtain an additional independent certified audit upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits required under [sub. \(3\) \(c\)](#) or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under [par. \(c\)](#) and unless the business improvement district is not terminated under [par. \(e\)](#).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under [par. \(c\)](#), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

(e) If after the expiration of 30 days after the date of hearing under [par. \(c\)](#), by petition under this subsection or subsequent notification under [par. \(d\)](#), and after subtracting any retractions under [par. \(d\)](#), the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)

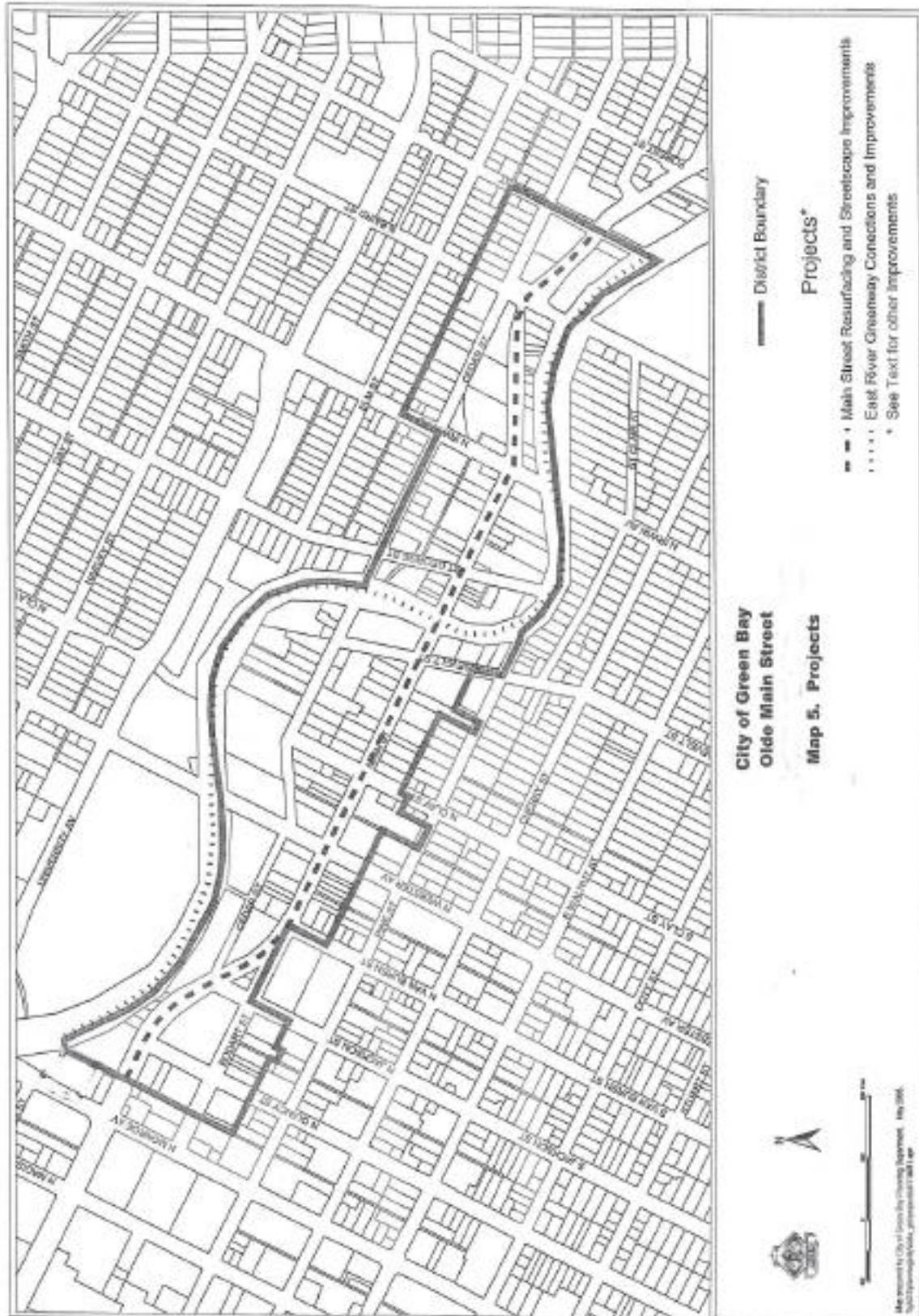
(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under [s. 70.11](#) may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

History: 1983 a. [184](#); 1989 a. [56](#) s. 258; 1999 a. [150](#) s. [539](#); Stats. 1999 s. 66.1109; 2001 a. [85](#).

APPENDIX C - PROPOSED DISTRICT BOUNDARIES



APPENDIX D- 2018 PROJECTED ASSESSMENTS

Assessment options are based on the type of business occupying the majority of a parcel. Properties that are assessed are coded as follows:

Assessment Rate

- .003 hospitality or entertainment related (BID 12)
- .001 warehouse (BID 10)
- .0025 all other properties being assessed (BID 11)

BID	Parcel ID	Property Location	Owner	Total Value	Assessment
10	10-25	801 CEDAR ST	M&M WAREHOUSING LLC	\$ 645,900	\$ 646
10	10-4	714-716 BODART ST	ROBERT E CADMUS JR	\$ 134,600	\$ 135
10	11-100	417 N QUINCY ST	KEVIN C KUEHN	\$ 87,100	\$ 87
10	14-10	325 N ROOSEVELT ST	GREEN BAY AREA PUBLIC SCHOOL DISTRICT MINOKA-HI	\$ -	\$ -
10	14-30	300 N ROOSEVELT ST	318 N ROOSEVELT LLC	\$ 12,900	\$ 13
10	8 -268	1233 MAIN ST	J DARRELL GRIEG	\$ 13,000	\$ 13
10	8 -279	313 ST GEORGE ST	CITY OF GREEN BAY-PARKS	\$ -	\$ -
10	8 -286	1280 MAIN ST	MOSKI CORP	\$ 310,500	\$ 310
10	8 -324-A	432 N IRWIN AV	PATRICK J LIEBMAN	\$ 110,300	\$ 110
10	9 -33-1	413-415 N CLAY ST	MORGAN PROPERTIES LLC	\$ 47,900	\$ 48
10	9 -52	423-427 N CLAY ST	MORGAN PROPERTIES LLC	\$ 134,900	\$ 135
10	9 -56	1108 CEDAR ST	POMP S TIRE SERVICE INC	\$ 31,600	\$ 32
10	9 -58	1118 CEDAR ST	F R W REALTY LLC	\$ 382,400	\$ 382
10	9 -62	409 N ROOSEVELT ST	F R W REALTY LLC	\$ 367,100	\$ 367
10	9 -64	435 N ROOSEVELT ST	F R W REALTY LLC	\$ 67,600	\$ 68
10	9 -71-A	CEDAR ST	WOCHINSKE REALTY LLC	\$ 9,100	\$ 9
10	9 -72	1207 CEDAR ST	MARICQUE S INC	\$ 58,500	\$ 58
10	9 -73	518 N ROOSEVELT ST	WOCHINSKE REALTY LLC	\$ 272,800	\$ 273
10	9 -74	1141 CEDAR ST	POMP S TIRE SERVICE INC	\$ 28,200	\$ 28
10	9 -80	1111 CEDAR ST	MILLER SCRAP IRON & STEEL	\$ 218,500	\$ 218
10	9 -81	1101 CEDAR ST	CEDAR STREET PARTNERSHIP	\$ 765,700	\$ 766
11	10-14	700 MAIN ST	U HAUL PROPERTY TAX	\$ 671,900	\$ 1,680
11	10-27	CEDAR ST		\$ -	\$ -
11	10-28	CEDAR ST		\$ -	\$ -
11	10-29	500 N QUINCY ST		\$ -	\$ -

11	10-6	722 BODART ST	K B PROPERTIES LLP	\$ 520,400	\$ 1,301
11	10-8	800 CEDAR ST	HUS PROPERTIES LLC	\$ 282,500	\$ 706
11	11-104	635 MAIN ST	JNT VENTURE LLC C/O NICOLE M SCHREINER	\$ 741,500	\$ 1,854
11	11-47	618 BODART ST	K B PROPERTIES LLP	\$ 102,200	\$ 255
11	11-50	619 BODART ST	KEVIN C KUEHN	\$ 168,700	\$ 405
11	11-99	620 MAIN ST	HAROLD A LIEBERGEN	\$ 150,000	\$ 375
11	14-27	312-318 N ROOSEVELT ST	318 N ROOSEVELT LLC	\$ 104,900	\$ 262
11	14-6	1122-1126 MAIN ST	GREATER SOURCE LLC	\$ 75,000	\$ 187
11	14-7	1138 MAIN ST	1138 MAIN LLC	\$ 536,200	\$ 1,340
11	8 -1	1400-1410 MAIN ST	NULUND GROUP II LLC	\$ 233,700	\$ 584
11	8 -114	1417 CEDAR ST	CEDAR CENTER ARTS INC	\$ -	\$ -
11	8 -116	1411 CEDAR ST	CEDAR CENTER ARTS INC	\$ 43,500	\$ 109
11	8 -117	1405 CEDAR ST	CAROLS ORDAZ	\$ 127,400	\$ 318
11	8 -263	433-435 ST GEORGE ST		\$ -	\$ -
11	8 -264	1245 MAIN ST	J DARRELL GREIG JR	\$ 271,100	\$ 678
11	8 -265	427 ST GEORGE ST	JAMES VAN BOXEL	\$ 58,600	\$ 146
11	8 -265-1	ST GEORGE ST	J DARRELL GREIG JR	\$ 2,200	\$ 5
11	8 -272	1242 MAIN ST	COPPENS PROPERTIES LLC	\$ 70,600	\$ 176
11	8 -280	1250-1252 MAIN ST	JOHN L LERCH	\$ 56,800	\$ 142
11	8 -282	1260 MAIN ST	MOSKI CORPORATION	\$ 79,400	\$ 198
11	8 -284	1270-1274 MAIN ST	MOSKI CORP	\$ 396,300	\$ 991
11	8 -285	1276 MAIN ST	MOSKI CORP	\$ 310,600	\$ 776
11	8 -287	1296 MAIN ST	MOSKI CORP	\$ 63,200	\$ 158
11	8 -289	1306 MAIN ST		\$ -	\$ -
11	8 -290	1322 MAIN ST		\$ -	\$ -
11	8 -295	1344 MAIN ST		\$ -	\$ -
11	8 -296	1352-1354 MAIN ST		\$ -	\$ -
11	8 -301	1313 MAIN ST	GB AREA UNITARIAN UNIVERSALIST FELLOWSHIP I	\$ -	\$ -
11	8 -302	1335 MAIN ST	MAIN STOP PROPERTIES LLC	\$ 854,300	\$ 2,136
11	8 -305	1281 MAIN ST	KOSMOSKI INVESTMENT CORP	\$ 95,700	\$ 239
11	8 -306	1285 MAIN ST	MOSKI CORP	\$ 244,900	\$ 269
11	8 -309	1263 MAIN ST	WEST AVE LLC	\$ 950,900	\$ 2,377
11	8 -311	1255 MAIN ST	J DARRELL GREIG JR	\$ 47,400	\$ 118
11	8 -312	1251 MAIN ST	J DARRELL GREIG JR	\$ 26,400	\$ 66
11	8 -313	1247 MAIN ST	J DARRELL GREIG JR	\$ 49,600	\$ 124
11	8 -314	1242 CEDAR ST	WEST AVE LLC	\$ 58,000	\$ 145
11	8 -315	1250 CEDAR ST	WEST AVE LLC	\$ 67,300	\$ 168
11	8 -318	1274 CEDAR ST	DYNAMIC VENTURES LLC	\$ 152,200	\$ 380
11	8 -320	1284 CEDAR ST	MOSKI CORPORATION	\$ 23,600	\$ 59

11	8 -321	433 N IRWIN AV	A & A CORNER COIN REAL ESTATE LLC	\$ 307,400	\$ 768
11	8 -329	1371-1375 CEDAR ST	JAMES A GIESE	\$ 191,700	\$ 479
11	8 -335	1333 CEDAR ST	HECTOR & ANA ROSA GONZALEZ	\$ 163,800	\$ 409
11	8 -75	1405-1429 MAIN ST	CEDAR CENTER ARTS INC	\$ 640,900	\$ 1,602
11	8 -8	1428-1430 MAIN ST	MELOTTE DISTRIBUTING INC	\$ 126,900	\$ 317
11	8 -839	1228-11 MAIN ST	NICOLET NATIONAL BANK	\$ 68,400	\$ 171
11	8 -840	1230-11 MAIN ST	NICOLET NATIONAL BANK	\$ 58,000	\$ 145
11	8 -841	1232-01 MAIN ST	NICOLET NATIONAL BANK	\$ 19,500	\$ 49
11	8 -842	1232-11 MAIN ST	NICOLET NATIONAL BANK	\$ 86,700	\$ 217
11	8 -843	1234-01 MAIN ST	NICOLET NATIONAL BANK	\$ 64,200	\$ 160
11	8 -844	1234-11 MAIN ST	NICOLET NATIONAL BANK	\$ 67,700	\$ 169
11	8 -845	1234-12 MAIN ST	NICOLET NATIONAL BANK	\$ 75,000	\$ 187
11	8 -846	1234-21 MAIN ST	NICOLET NATIONAL BANK	\$ 111,400	\$ 278
11	8 -847	1234-31 MAIN ST	THE BRIDGE RECORDING STUDIO LLC	\$ 111,400	\$ 278
11	8 -848	1236-11 MAIN ST	NICOLET NATIONAL BANK	\$ 59,900	\$ 150
11	8 -849	1236-21 MAIN ST	NICOLET NATIONAL BANK	\$ 68,300	\$ 171
11	8 -850	321-01 ST GEORGE ST	WILLIAMS HOLDINGS LLC	\$ 111,400	\$ 278
11	8 -851	1238-11 MAIN ST	LIZA RAE LLC	\$ 156,900	\$ 392
11	8 -852	1238-21 MAIN ST	CHIEF PAINTS LLC	\$ 78,700	\$ 197
11	8 -853	1240-11 MAIN ST	CHIEF PAINTS LLC	\$ 119,200	\$ 298
11	8 -854	1240-21 MAIN ST	CHIEF PAINTS LLC	\$ 119,200	\$ 298
11	9 -14	1000 MAIN ST	RONALD L & RACHEL A SMITS	\$ 305,500	\$ 764
11	9 -17	1028 MAIN ST	PDQ REAL ESTATE HOLDINGS LLC	\$ 494,200	\$ 1,235
11	9 -19-1	319 N CLAY ST	PDQ REAL ESTATE HOLDINGS LLC	\$ 26,000	\$ 65
11	9 -20	1201-1207 MAIN ST	WOCHINSKE REALTY LLC	\$ 642,200	\$ -
11	9 -24	1141 MAIN ST	CYRUS DEVELOPMENT SERVICES LLC	\$ 83,200	\$ 208
11	9 -26	1131 MAIN ST	POMPS TIRE SERVICE INC	\$ 490,100	\$ -
11	9 -29	1121-1123 MAIN ST	WOCHINSKE REALTY LLC	\$ 65,500	\$ 164
11	9 -30	1115 MAIN ST	POMP S TIRE SERVICE INC	\$ 66,100	\$ 135
11	9 -31	1109 MAIN ST	POMP S TIRE SERVICE INC	\$ 57,100	\$ 143
11	9 -32	416 N CLAY ST	POMP S TIRE SERVICE INC	\$ 116,100	\$ 290
11	9 -33	1033-1035 MAIN ST	MORGAN PROPERTIES LLC	\$ 103,600	\$ 259
11	9 -33-2	1031 MAIN ST	MORGAN PROPERTIES LLC	\$ 50,900	\$ 127
11	9 -34	1023 MAIN ST	MORGAN PROPERTIES LLC	\$ 227,600	\$ 569
11	9 -35	1021 MAIN ST	AMY JO STERNBERG	\$ 68,200	\$ 170

11	9 -36	1019 MAIN ST	AMY JO STERNBERG	\$ 92,400	\$ 231
11	9 -37	1013-1015 MAIN ST	MORGAN PROPERTIES LLC	\$ 162,300	\$ 406
11	9 -41	931 MAIN ST	MCHAHA LLC	\$ 195,600	\$ 489
11	9 -45	915 MAIN ST		\$ -	\$ -
11	9 -46	913 MAIN ST		\$ -	\$ -
11	9 -47	907 MAIN ST		\$ -	\$ -
11	9 -49	900 CEDAR ST	DAVID BARTIKOFSKY	\$ 191,200	\$ 478
11	9 -50	1018 CEDAR ST	MORGAN PROPERTIES LLC	\$ 13,400	\$ 33
11	9 -55	1102 CEDAR ST	POMP S TIRE SERVICE INC	\$ 14,000	\$ 35
11	9 -57	1112 CEDAR ST	POMP S TIRE SERVICE INC	\$ 314,000	\$ 785
11	9 -60	1124 CEDAR ST	F R W REALTY LLC	\$ 80,600	\$ 201
11	9 -71	1203 CEDAR ST	WOCHINSKE REALTY LLC	\$ 130,000	\$ 325
11	9 -75	1127 CEDAR ST	WOCHINSKE REALTY LLC	\$ 16,200	\$ 40
11	9 -76	1125 CEDAR ST	WOCHINSKE REALTY LLC	\$ 16,200	\$ 40
11	9 -76-1	1137 CEDAR ST	WOCHINSKE REALTY LLC	\$ 322,600	\$ 806
11	9 -77	1123 CEDAR ST	WOCHINSKE REALTY LLC	\$ 115,000	\$ -
11	9 -78	1121 CEDAR ST	WOCHINSKE REALTY LLC	\$ 874,600	\$ -
11	9 -85	500-510 N WEBSTER AV	DENNY H BROTSKI	\$ 308,500	\$ 712
11	9 -86	903-929 CEDAR ST	929 CEDAR LLC	\$ 697,800	\$ 1,744
11	9 -9	930 MAIN ST	CVS CAREMARK CORP CVS # 2237-01	\$ 2,016,100	\$ 3,000
12	10-1	700 BODART ST	THE COVER LLC	\$ 211,100	\$ 633
12	10-2	708 BODART ST	WADE CONARD	\$ 91,000	\$ 273
12	10-5	718-720 BODART ST	720 BODART LLC	\$ 150,600	\$ 452
12	14-1	1100 MAIN ST	GREATER SOURCE LLC	\$ 558,600	\$ 1,676
12	14-2	1106 MAIN ST	HEIMAN PARTNERSHIP LLC	\$ 300,500	\$ 901
12	14-3	1114 MAIN ST	GREATER SOURCE LLC	\$ 220,500	\$ 661
12	14-338	324 N ROOSEVELT ST	A & J INVESTMENT PROPERTIES LLC	\$ 208,700	\$ 626
12	8 -118	500 N BAIRD ST	LEONEL CORTES	\$ 117,400	\$ 352
12	8 -266	1237 MAIN ST	J DARRELL GREIG JR	\$ 249,600	\$ 749
12	8 -267	1235 MAIN ST	JAMES VAN BOXEL	\$ 106,000	\$ 318
12	8 -273	1244 MAIN ST	JPMORGAN CHASE BANK NA	\$ 326,700	\$ 980
12	8 -281-A	1258 MAIN ST	CRAIG T GALLOWAY & PATRICK J BEIMBORN	\$ 390,100	\$ 1,170
12	8 -283	1264 MAIN ST	RONALD L & RACHEL A SMITS	\$ 94,900	\$ 285
12	8 -297-A	1356 MAIN ST		\$ -	\$ -
12	8 -303	1301 MAIN ST	THOMAS A & RHEATA L SPEAR	\$ 279,700	\$ 839

12	8 -307	1277-1281 MAIN ST	CIRCLE B DEVELOPMENT LLC	\$ 262,200	\$ 787
12	8 -332	1351 CEDAR ST	ARNOLD J PENDERGAST	\$ 184,900	\$ 555
12	9 -22	1155 MAIN ST	CYRUS DEVELOPMENT SERVICES LLC	\$ 133,800	\$ 401
12	9 -23	1149 MAIN ST	CYRUS DEVELOPMENT SERVICES LLC	\$ 146,200	\$ 439
12	9 -25	1139 MAIN ST	CYRUS DEVELOPMENT SERVICES LLC	\$ 172,300	\$ 517
12	9 -39	1001 MAIN ST	BLUEBIRD ENTERTAINMENT C/O ERIC PLESS	\$ 357,800	\$ 1,073
12	9 -44	919 MAIN ST	SIMONET DEVELOPMENT LLC	\$ 406,700	\$ 1,220
12	9 -48	901 MAIN ST		\$ -	\$ -
12	9 -54	420 N CLAY ST	POMP S TIRE SERVICE INC	\$ 80,600	
			Total	\$ 27,548,900	\$ 57,799

APPENDIX E - CITY ATTORNEY'S OPINION – TO BE SUBMITTED



Report to the Green Bay Plan Commission

MEETING DATE

November 5, 2018

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # M.3.

To approve the 2019 Business Improvement District Operating Plan for On Broadway, Inc.

BACKGROUND

Per BID guidelines and state statutes, the City is required to annually review the BID Operating Plans. The On Broadway Inc. BID was established in 2004. Their 2019 Operating Plan is attached. The On Broadway Inc. BID rate will continue to be \$1.29 per \$1,000 assessed property value.

RECOMMENDATION

Approval of the 2019 On Broadway, Inc. Business Improvement District Operating Plan.

FISCAL IMPACT

ATTACHMENTS

- I. 2019 Broadway Operating Plan_revised-10-19-18

2019 Operating Plan

Broadway Business Improvement District

BUSINESS IMPROVEMENT DISTRICT NO. 3

PROPOSED OPERATING PLAN



I. INTRODUCTION

A. Background

In 1984, the Wisconsin legislature created 66.1109 (formerly S. 66.608) of the Statutes (see Appendix A) enabling cities to establish Business Improvement Districts (BIDs). The purpose of the law is “to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities.” (1983 Wisconsin Act 184, Section 1, legislative declaration.)

The City of Green Bay has received a petition from property owners which requests creation of a Business Improvement District for the purpose of revitalizing and improving the Broadway business area on Green Bay’s West side. (see Appendix B). The BID law requires that every district have an annual Operating Plan. This document is the initial Operating Plan for the proposed Broadway Business Improvement District. The BID proponents prepared this Plan with technical assistance from the City of Green Bay Economic Development Department.

B. Physical Setting

The Broadway Business Improvement District has a general setting starting at the point where Mason Street meets the west bank of the Fox River; west to the southwestern property line of parcel 2-948 (Wisconsin Central LTD); continuing northwest to Maple Avenue; north on Maple Avenue to the northern property line of parcel 3-1144-B (339 South Maple Avenue); east along said property line to Chestnut Avenue; north along Chestnut Avenue to Howard Street; west on Howard Street to the alleyway beginning on the western most property line of parcel 3-330 (506-508 Howard Street); north through the alleyway to the southern border of parcel 3-85 (515 West Walnut Street); west at the property line to South Maple Avenue; north on South Maple Avenue through Walnut Street to the northern property line of 4-223 (514 West Walnut Street); east at said property line to alleyway; north in alleyway to the northern property line of parcel 4-102 (230 North Maple Avenue); west along said property line to North Maple Avenue; north on North Maple Avenue to Dousman Street; west on Dousman Street to alleyway beginning at the western property line of parcel 5-607 (301 North Maple Avenue); north in said alleyway to northern property line of parcel 5-605-1; east along said property line to North Maple Avenue; north on North Maple Avenue to Kellogg Street; east on Kellogg Street to Chestnut Avenue; north on Chestnut Avenue to Elmore Street; east on Elmore Street to Broadway Street; north on Broadway Street to alleyway beginning on the northern property line of parcel 5-72 (710 North Broadway Street); east through said alleyway to McDonald Street; north on McDonald Street to James Street; east on James Street to the northeastern property line of parcel 5-1525-A; south along said property line to western bank of Fox River.

II. DISTRICT BOUNDARIES

Boundaries of the proposed district are shown on the map in Appendix B of this plan. A listing of the properties included in the district is provided in Appendix C.

III. PROPOSED OPERATING PLAN

A. Plan Objectives

The object of the Broadway Business Improvement District is to foster a vibrant community activated by:

- People strolling the streets shopping for one-of-a kind gifts or everyday goods
- Diners enjoying diverse restaurants that intermingle with shops and other cultural and entertainment venues
- Activity flowing between the streets of Broadway and the waterfront to the rest of downtown
- A variety of housing styles mixed throughout the district, providing affordable housing for all markets
- The entrepreneurial spirit coupled with a strong dynamic employee base

As creativity and art provide the underlying pulse of the district, these elements combine making the Broadway District the place people of all ages and backgrounds come to shop, eat, live, work, network and play.

Proposed Activities – Year Next

Principle activities to be engaged in by the district during its next year of operation will include:

1. Develop and execute a branding campaign for the On Broadway district that promotes the district as a destination. Direct reporting of impact of BID investment using key performance indicators.
2. Develop a business retention strategy that collects data to better understand trends and needs within the district.
3. Maintain benches, garbage cans, planters/beautification, business exterior grants and other hardscape improvements throughout the district.
4. Improve awareness of BBID investments in the district by partnering with On Broadway, Inc. and other funded partners to promote the BBID brand.
5. Identify long-term investment needs for the district and develop a funding model to support those needs.

B. Proposed Expenditures – Year Next

Proposed Budget

Hardscape

Maintain/repair/replace decorative tree lighting throughout District (up to 75 trees)	\$ 10,000
Provide physical improvements for up to one business space within District	\$ 2,500
Annual Maintenance	\$ 15,000
Replace 150 pole banners throughout District	\$ 20,000
Total Hardscape	<u>\$ 47,500</u>

Administrative

BBID Annual Audit	<u>\$ 2,000</u>
Total Administrative	<u>\$ 2,000</u>

Marketing

Marketing Allowance	<u>\$ 15,396</u>
Total Marketing	<u>\$ 15,396</u>

<u>Total</u>	<u><u>\$ 64,896</u></u>
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C. Financing Method

It is proposed to raise \$64,896 through BID assessments (see Appendix C). The BID Board shall have the authority and responsibility to prioritize expenditures and to revise the budget as necessary to match the funds actually available.

D. Organization of BID Board

Upon creation of the BID, the Mayor will appoint members to the district board ("board"). The board's primary responsibility will be implementation of this Operating Plan. This will require the board to negotiate with providers of services and materials to carry out the Plan; to enter into various contracts; to monitor development activity; to periodically revise the Operating Plan; to ensure district compliance with the provisions of applicable statutes and regulations; and to make reimbursements for any overpayments of BID assessments.

State law requires that the board be composed of at least five members and that a majority of the board members be owners or occupants of property within the district.

The Broadway Business Improvement District Board shall be organized as follows:

1. Board size – Maximum of 9, minimum of 7, with one representative of the Mayor or Council.
2. Composition - A majority (at least 5) members shall be owners or occupants of property within the District.
3. Term – The nine board member positions shall rotate every three years, with three positions expiring at the end of each calendar year-end. The Board may remove, by a majority vote, any BID Board member who is absent from more than 3 meetings, without a valid excuse. In the event that a member takes the position mid-term (before the position expires every three years), that term shall count as the first term if two years or more remain on the term. Should less than two years remain on the term, this time is not counted towards the term limit and the board member shall be allowed to serve up to the maximum two additional three year terms.
4. Compensation - None.
5. Meetings - All meetings of the Board shall be governed by the Wisconsin Open Meetings Law. Minutes will be recorded and submitted to the City and the Board. The Board shall adopt rules of order to govern the conduct of its meetings and meet regularly, at least annually.
6. Record keeping - Files and records of the Board's affairs shall be kept pursuant to public records requirements.
7. Staffing - The Board may employ staff and/or contract for staffing services pursuant to this Plan and subsequent modifications thereof. Unless requested otherwise by the Board, any staff members or employees of contractors may attend all meetings of the Board, but will not have voting authority.
8. Officers - The Board shall appoint a Chairman, Treasurer and Secretary, any two of the three of which shall have the power to execute documents on behalf of the full Board, for the purposes authorized by the full Board. The Board may also give its staff limited ability to write checks to carry out the Plan. Any individual on the Board can be appointed an Officer, but shall be limited to two consecutive years as an Officer.

E. Relationship to On Broadway, Inc.

The BID shall be a separate entity from On Broadway, Inc., notwithstanding the fact that members, officers and directors of each may be shared. The Association shall remain a private organization, not subject to the open meeting law, and not subject to the public record law except for its records generated in connection with the BID board. The Association may, and it is intended, shall, contract with the BID to provide services to the BID, in accordance with this Plan.

IV. METHOD OF ASSESMENT

A. Assessment Rate and Method

The principle behind the assessment methodology is that each property should contribute to the BID in proportion to the benefit derived from the BID. After consideration of other assessment methods, it was determined that assessed value of a property was the characteristic most directly related to the potential benefit provided by the BID. Therefore, a fixed assessment on the assessed value of the property was selected as the basic assessment methodology for this BID.

As of January 1, 2019, the property in the proposed district had a total assessed value of \$50.3 million. This plan proposed to assess the property in the district at a rate of \$1.29 per \$1,000.00 of assessed value, unchanged from the prior year and subject to the maximum assessment, for the purposes of the BID.

Appendix shows the projected BID assessment for each property included in the district.

B. Excluded and Exempt Property

The BID law requires explicit consideration of certain classes of property. In compliance with the law the following statements are provided.

1. State Statute 66.1109(1)(f)Im: The district will contain property used exclusively for manufacturing purposes, as well as properties used in part for manufacturing. These properties will be assessed according to the method set forth in this plan because it is assumed that they will benefit from development in the district.
2. State Statute 66.1109(5)(a): Property known to be used exclusively for residential purposes will not be assessed; such properties will be identified as BID Exempt Properties in Appendix C, as revised each year.
3. In accordance with the interpretation of the City Attorney regarding State Statute 66.1109 (1)(b), property exempt from general real estate taxes has been excluded from the district. Privately owned tax-exempt property adjoining the district and which is expected to benefit from district activities may be asked to make a financial contribution to the district on a voluntary basis.

V. RELATIONSHIP TO GREEN BAY COMPREHENSIVE PLAN AND ORDERLY DEVELOPMENT OF THE CITY

A. City Plans

Objectives: Downtown Revitalization Support economic revitalization of downtown by encouraging diverse economic activity including government and professional offices, insurance and financial services, education and training, convention, lodging, food and beverages, and entertainment, retail, and high-density residential land uses. - *Chapter 26: Economic Development: Objective - 4, from Smart Growth 2022, City of Green Bay, May 2003.*

Land Uses: "Downtown" Mixed Use: The "downtown" land use category allows and promotes high-intensity office, retail, housing and civic land uses, preferably in mixed use buildings with a strong pedestrian orientation. It applies within the Broadway corridor as it does in Downtown "proper," although the scale of buildings along Broadway is smaller, and the intensity of use is likely to be somewhat lower. As discussed in the Historic Preservation Plan, the Broadway historic districts could benefit from site plan review of development projects, using design standards that are geared to the specific character of those districts. - *Chapter 22: Neighborhoods and Districts: Objectives, Policies and Recommendations for District 3, from Smart Growth 2022, City of Green Bay, May 2003.*

Based on the objectives and land use requirements cited above, this BID Operating Plan is consistent with the City's Comprehensive Plan for the Broadway District.

B. City Role in District Operation

The City of Green Bay has committed to helping private property owners in the district promote its development. To this end, the City expected to play a significant role in the creation of the Business Improvement district and in the implementation of the Operating Plan. In particular, the City will:

1. Provide technical assistance to the proponents of the district through adoption of the Plan, and provide assistance as appropriate thereafter.
2. Monitor and, when appropriate, apply for outside funds that could be used in support of the district.
3. Collect assessments, maintain in a segregated account, and disburse the monies of the district.
4. Receive annual audits as required per sec. 66.1109 (3) (c) of the BID law.
5. Provide the board, through the Tax Commissioner's Office on or before June 30th of each Plan year, with the official City records and the assessed value of each tax key number with the district, as of January 1st of each Plan year, for purposes of calculating the BID assessments.
6. Encourage the State of Wisconsin, Brown County and other units of government to support the activities of the district.

VI. PLAN APPROVAL PROCESS

A. Public Review Process

The Wisconsin Business Improvement district law establishes a specific process for reviewing and approving proposed districts. Pursuant to the statutory requirements, the following process will be followed:

1. The City of Green Bay Plan Commission will review the proposed district boundaries and proposed Operating Plan and will then set a date for a formal public hearing.
2. The City Plan Commission, in cooperation with the Economic Development Department, will send, by certified mail, a public hearing notice and a copy of the proposed Operating Plan to all owners of real property within the proposed district. In addition, a Class 2 notice of the public hearing will be published in a local newspaper of general circulation.
3. The City Plan Commission will hold a public hearing, will approve or disapprove the Plan, and will report its action to the Common Council.
4. The Common Council will act on the proposed BID Plan.
5. If adopted by the Common Council, the proposed BID Plan is sent to the Mayor for his approval.
6. If approved by the Mayor, the BID is created and the Mayor will appoint members to the district board established to implement the Plan.

B. Petition against Creation of the BID

The City may not create the Business Improvement district if, within 30 days of the City Plan Commission's hearing, a petition is filed with the City containing signatures of:

1. Owners of property to be assessed under the proposed initial Operating Plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial Operating Plan, using the method of valuation specified in the proposed initial Operating Plan; or
2. Owners of property to be assessed under the proposed initial Operating Plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed Operating Plan.

VII. FUTURE YEAR OPERATING PLANS

A. Phased Development

It is anticipated that the BID will continue to revise and develop the Operating Plan annually, in response to changing development needs and opportunities in the district, in accordance with the purposes and objectives defined in this initial Operating Plan.

Section 66.1109 (3) (a) of the BID law requires the board and the City to annually review and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms the complete development program, it focuses upon Year One activities, and information on specific assessed values, budget amounts and assessment amounts are based on Year One conditions. Greater detail about subsequent year's activities will be provided in the required annual Plan updates, and approval by the Common Council of such Plan updates shall be conclusive evidence of compliance with this Plan and the BID law.

In later years, the BID Operating Plan will continue to apply the assessment formula, as adjusted, to raise funds to meet the next annual budget. However, the method of assessing shall not be materially altered, except with the consent of the City of Green Bay.

B. Amendment, Severability and Expansion

This BID has been created under authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of this Statute invalid or unconstitutional its decision will not invalidate or terminate the BID and this BID Plan shall be amended to conform to the law without need of reestablishment.

Should the legislature amend the Statute to narrow or broaden the process of a BID to exclude or include as assessable properties a certain class or classes of properties, then this BID Plan may be amended by the Common Council of the City of Green Bay as and when it conducts its annual Operating Plan approval and without necessity to undertake any other act. This is specifically authorized under Section 66.1109(3)(b).

OPERATING PLAN APPENDICES

- A. STATUTE
- B. DISTRICT BOUNDARIES MAP
- C. YEAR PROJECTED ASSESSMENTS
- D. CITY ATTORNEY'S OPINION

APPENDIX A - Wisconsin State Statute "BID Law"

66.1109 Business improvement districts.

(1) In this section:

- (a) "Board" means a business improvement district board appointed under [sub. \(3\) \(a\)](#).
- (b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.
- (c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.
- (d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.
- (e) "Municipality" means a city, village or town.
- (f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:
 - 1. The special assessment method applicable to the business improvement district.
 - 1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.
 - 2. The kind, number and location of all proposed expenditures within the business improvement district.
 - 3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.
 - 4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.
 - 5. A legal opinion that [subds. 1. to 4.](#) have been complied with.
- (g) "Planning commission" means a plan commission under [s. 62.23](#), or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

- (a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under [par. \(b\)](#) has petitioned the municipality for creation of a business improvement district.
- (b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.
- (c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.
- (d) Within 30 days after the hearing under [par. \(c\)](#), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.
- (e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(3)

- (a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.
- (b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local

legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include an independent certified audit of the implementation of the operating plan obtained by the municipality. The municipality shall obtain an additional independent certified audit upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits required under [sub. \(3\)](#) or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under [par. \(c\)](#) and unless the business improvement district is not terminated under [par. \(e\)](#).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under [par. \(c\)](#), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

(e) If after the expiration of 30 days after the date of hearing under [par. \(c\)](#), by petition under this subsection or subsequent notification under [par. \(d\)](#), and after subtracting any retractions under [par. \(d\)](#), the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)

(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under [s. 70.11](#) may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

History: 1983 a. [184](#); 1989 a. [56](#) s. 258; 1999 a. [150](#) s. [539](#); Stats. 1999 s. 66.1109; 2001 a. [85](#).

APPENDIX B – District Map



On Broadway, Incorporated

A MAIN STREET PROGRAM

 Business Improvement
District Boundary



0 100 200 400 600 800 Feet



This is a compilation of records and data located in various Brown County and City of Green Bay offices and is to be used for reference purposes only. The map is controlled by the field measurements between the corners of the Public Land Survey System and the parcels are mapped from available records which may not precisely fit field conditions. Brown County/City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

Map prepared by City of Green Bay Planning Department.
July, 2004.
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APPENDIX C – Year Projected Assessments

2 -72	\$ 131,600.00	\$ 170.00	519 S BROADWAY	JOSEPH AERTS C/O OUR PLACE RESTAURANT REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
2 -76	\$ -	\$ -	525 S BROADWAY	REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
2 -77	\$ -	\$ -	531 S BROADWAY	GREEN BAY
2 -947	\$ 293,000.00	\$ 378.00	419 S MAPLE AV	BADGER CAPITAL INVESTMENTS LLC
3 -100	\$ 104,200.00	\$ 134.00	117-119 S CHESTNUT AV	BMO HARRIS BANK N.A. ATTN CORP REAL EST 24 FL
3 -101	\$ 212,200.00	\$ 274.00	125 S CHESTNUT AV	BMO HARRIS BANK N.A. ATTN CORP REAL EST 24 FL
3 -104-A	\$ 70,100.00	\$ 90.00	116 S BROADWAY	RAYMOND G SALTER
3 -105	\$ 240,700.00	\$ 310.00	112-114 S BROADWAY	JOHNATHAN INVESTMENTS C/O JOHN MCCARTY
3 -106	\$ 234,500.00	\$ 302.00	110 S BROADWAY	RAYMOND G SALTER
3 -107	\$ 389,200.00	\$ 502.00	405 W WALNUT ST	BOBS HOLDINGS LLC
3 -110	\$ 364,700.00	\$ 470.00	317 W WALNUT ST	BEVERLY A ZEISE DUBOIS REAL ESTATE HOLD C/O DUBOIS FORMAL WEAR
3 -113	\$ 379,000.00	\$ 489.00	123 S BROADWAY	
3 -114	\$ 220,000.00	\$ 284.00	120 S PEARL ST	SMA CONSTRUCTION SERVICES LLC
3 -116	\$ 52,600.00	\$ 68.00	100 BLOCK S PEARL ST	ABBY HOLDINGS LLC
3 -1300	\$ 106,900.00	\$ 138.00	126-1 S BROADWAY	URBAN CONCEPTS LLC
3 -1301	\$ 138,800.00	\$ 179.00	126-2 S BROADWAY	JOSEPH H BURKE
3 -306	\$ 2,412,000.00	\$ 3,111.00	111 W WALNUT ST	GREEN BAY ACQUISITION CO
3 -306-1	\$ 539,200.00	\$ 696.00	201 W WALNUT ST	ABBY HOLDINGS LLC
3 -310	\$ 22,300.00	\$ 29.00	307 HOWARD ST	HOLLY A HEBEL
3 -311	\$ 61,000.00	\$ 79.00	100 BLOCK S PEARL ST	ABBY HOLDINGS LLC DUBOIS REAL ESTATE HOLD C/O DUBOIS FORMAL WEAR
3 -312	\$ 102,700.00	\$ 132.00	127 S BROADWAY	
3 -313	\$ 64,200.00	\$ 83.00	131 S BROADWAY	DANIEL L DU BOIS
3 -314	\$ 135,000.00	\$ 174.00	201 S BROADWAY	HOLLY A HEBEL
3 -315	\$ 22,300.00	\$ 29.00	205 S BROADWAY	ROGER C ANDERSON
3 -316	\$ 38,600.00	\$ 50.00	211 S BROADWAY	JULIE BLASER
3 -317	\$ -	\$ -	200 S BROADWAY	GREEN BAY AREA PUBLIC SCHOOL DISTRICT
3 -320	\$ 238,200.00	\$ 307.00	128 S BROADWAY	BOYD KOWALSKI
3 -322	\$ 93,900.00	\$ 121.00	124 S BROADWAY	RAYMOND SALTER
3 -325	\$ 5,600.00	\$ 7.00	412 HOWARD ST	BMO HARRIS BANK N.A. ATTN CORP REAL EST 24 FL
3 -362	\$ 119,300.00	\$ 154.00	301 S PEARL ST	GREEN BAY ACQUISITION CO
3 -363	\$ 35,500.00	\$ 46.00	S BROADWAY	MAUREEN LEGOIS
3 -364	\$ 27,000.00	\$ 35.00	223 S BROADWAY	MAUREEN LEGOIS
3 -369-A	\$ 78,400.00	\$ 101.00	226 S BROADWAY	MITCHELL T HYDE
3 -562	\$ -	\$ -	325 S BROADWAY	R B J HOLDINGS LLC
3 -563	\$ -	\$ -	327 S BROADWAY	R B J HOLDINGS LLC
3 -563-1	\$ 187,400.00	\$ 242.00	339 S BROADWAY	GUPPO LLC
3 -569	\$ 611,500.00	\$ 789.00	420 S BROADWAY	BADGER CAPITAL INVESTMENTS LLC
3 -572	\$ 39,100.00	\$ 50.00	402 S BROADWAY	BADGER CAPITAL INVESTMENTS LLC
3 -588	\$ 100,100.00	\$ 129.00	316 S BROADWAY	CHAO T MOUA
3 -589	\$ 7,800.00	\$ 10.00	312 S BROADWAY	DAWN M MCCOY
3 -590	\$ 8,600.00	\$ 11.00	304 S BROADWAY	DAWN M MCCOY

3 -591	\$	176,800.00	\$	228.00	300 S BROADWAY	SANCTUARY SPAS LLC
3 -642	\$	181,900.00	\$	235.00	301 S BROADWAY	VAJ HOLDINGS LLC
3 -643	\$	131,500.00	\$	170.00	307 S BROADWAY	MAUREEN LEGOIS
3 -644	\$	26,400.00	\$	34.00	309 S BROADWAY	RBJ HOLDINGS LLC
3 -85	\$	615,600.00	\$	794.00	515 W WALNUT ST	KWIK TRIP INC
3 -92	\$	200,100.00	\$	258.00	118 S CHESTNUT AV	DEMOCRATIC PARTY OF BROWN COUNTY
3 -96	\$	420,500.00	\$	542.00	509 W WALNUT ST	NEWCMG PROPERTIES LLC
3 -98	\$	40,300.00	\$	52.00	409 W WALNUT ST	BOBS HOLDINGS LLC
3 -99	\$	62,200.00	\$	80.00	100 BLOCK S CHESTNUT AV	BOBS HOLDINGS LLC
4 -104	\$	356,900.00	\$	460.00	517 DOUSMAN ST	BO ENTERPRISES LLC C/O PATRICK BUCKLEY
4 -154	\$	696,100.00	\$	898.00	142 N BROADWAY	LORENZEN HOLDINGS LLC
4 -156	\$	210,500.00	\$	272.00	151-153 N BROADWAY	NOC HARN LLC
4 -157	\$	85,000.00	\$	110.00	147 N BROADWAY	THE STRING INSTRUMENT WORKSHOP
4 -158	\$	268,500.00	\$	346.00	143 N BROADWAY	SAND AND SUN LLC
4 -159	\$	29,600.00	\$	38.00	144 N CHESTNUT AV	SAND AND SUN LLC
4 -187	\$	31,400.00	\$	40.00	133 N PEARL ST	PETES ANNEX LLC
4 -188	\$	18,600.00	\$	24.00	119 N PEARL ST	PETES ANNEX LLC
4 -189	\$	35,000.00	\$	45.00	127 N PEARL ST	PETES ANNEX LLC
4 -190	\$	12,000.00	\$	15.00	115 N PEARL ST	PETES ANNEX LLC
4 -191	\$	5,900.00	\$	8.00	111 N PEARL ST	PETES ANNEX LLC
4 -192	\$	3,900.00	\$	5.00	105 N PEARL ST	PETES ANNEX LLC
4 -193	\$	7,600.00	\$	10.00	100 BLOCK N PEARL ST	PETES ANNEX LLC
4 -194	\$	2,434,600.00	\$	3,141.00	310 W WALNUT ST	PETES ANNEX LLC
4 -201	\$	214,500.00	\$	277.00	133 N BROADWAY	BETT LLC
4 -201-1	\$	205,300.00	\$	265.00	127 N BROADWAY	BROADWAY WHITE LLC
4 -204	\$	151,300.00	\$	195.00	123-125 N BROADWAY	GAME HOLDINGS LLC
4 -205	\$	266,700.00	\$	344.00	121 N BROADWAY	XA & VANOUDOM LEE
4 -206	\$	223,400.00	\$	288.00	119 N BROADWAY	ERIC J & JENNIFER M WOLLER
4 -210	\$	532,500.00	\$	687.00	109 N BROADWAY	CZACHOR & POLACK DEV LLC
4 -215-A	\$	92,400.00	\$	119.00	122 N CHESTNUT AV	GREEN BAY COMMUNITY THEATRE INC
4 -216	\$	76,400.00	\$	99.00	138 N CHESTNUT AV	BETT LLC
4 -221	\$	117,100.00	\$	151.00	500 W WALNUT ST	WALNUT AUTO INVESTMENTS LLC
4 -223	\$	598,300.00	\$	772.00	514 W WALNUT ST	FAMILY DOLLAR STORES INX ATTN TAX DEPT
4 -253-A	\$	9,500.00	\$	12.00	N PEARL ST	PETES ANNEX LLC
4 -254	\$	372,000.00	\$	480.00	139 N BROADWAY	SEE VENTURES LLC
4 -263	\$	224,900.00	\$	290.00	111 N BROADWAY	ACCESS R LLC
4 -264	\$	224,900.00	\$	290.00	111 N BROADWAY	THE DOCKING STATION LLC WHETTER DANIEL D & CARRIE L JOINT REVOC TRUST
4 -265	\$	235,600.00	\$	304.00	111 N BROADWAY	ACCESS R LLC
4 -266	\$	183,400.00	\$	237.00	111 N BROADWAY	ACCESS R LLC
4 -59	\$	202,000.00	\$	261.00	N BROADWAY	PARKING LOT U LLC
4 -60	\$	2,120,100.00	\$	2,735.00	164 N BROADWAY	BAYCARE HEALTH SYSTEMS LLC
4 -61-1	\$	593,400.00	\$	765.00	154 N BROADWAY	154 N BROADWAY LLC
4 -62	\$	552,400.00	\$	713.00	200 BLOCK N BROADWAY	THERESA M BEERNTSEN
4 -65	\$	405,700.00	\$	523.00	317 DOUSMAN ST	BANGKOK GARDEN C/O PACHIA STANGE

4 -66	\$ 551,400.00	\$ 711.00	313 DOUSMAN ST	HIGH BRAU LLC
4 -67	\$ 1,212,200.00	\$ 1,564.00	235-243 N BROADWAY	TOHO PROPERTIES LLC
4 -68	\$ 217,400.00	\$ 280.00	231-233 N BROADWAY	WASHINGTON LLC C/O CREATIVE REAL ESTATE
4 -71	\$ 2,170,700.00	\$ 2,800.00	211-215 N BROADWAY	SCHILLINGER PROPERTIES LLC
4 -72	\$ 482,700.00	\$ 623.00	201 N BROADWAY	201 BROADWAY LLC % AL VODICKA
4 -74	\$ 357,500.00	\$ 461.00	163 N BROADWAY	DANIEL & ILDEMAN R NIELSON
4 -75	\$ 379,100.00	\$ 489.00	159 N BROADWAY	DAVID & LISA BARTIKOFSKY
4 -76	\$ 70,200.00	\$ 91.00	157 N BROADWAY	NOC HARN LLC
4 -84	\$ 290,900.00	\$ 375.00	413-423 DOUSMAN ST	KALIZ LTD PARTNERSHIP
4 -85	\$ 994,400.00	\$ 1,283.00	505 DOUSMAN ST	FRANK LAND HOLDING LLC
5 -1524-1	\$ 894,100.00	\$ 1,153.00	200 DOUSMAN ST	TITLETOWN BREWING CO LLC
5 -1525	\$ 1,400,000.00	\$ 1,806.00	REAR DOUSMAN ST	GRAYMONT WESTERN LIME INC
5 -1525-A	\$ 771,700.00	\$ 995.00	700 MC DONALD ST	GRAYMONT WESTERN LIME INC
5 -1525-B	\$ 6,600.00	\$ 9.00	201 MATHER ST	ARTHUR W ZINGLER III
5 -1737	\$ 1,295,100.00	\$ 1,671.00	300 N BROADWAY	GREEN BAY BROADWAY DEVELOPMENT LLC
5 -1738	\$ 1,300,400.00	\$ 1,678.00	300 N BROADWAY	GREEN BAY BROADWAY DEVELOPMENT LLC
5 -1739	\$ 1,302,200.00	\$ 1,680.00	300 N BROADWAY	GREEN BAY AREA CHAMBER OF COMMERCE
5 -1740	\$ 11,600.00	\$ 15.00	321 DONALD DRIVER WY	DDL HOLDINGS LLC C/O KAREN KLEVESAHL
5 -1741	\$ 9,700.00	\$ 13.00	331 DONALD DRIVER WY	DDL HOLDINGS LLC C/O KAREN KLEVESAHL
5 -1742	\$ 9,700.00	\$ 13.00	333 DONALD DRIVER WY	DDL HOLDINGS LLC C/O KAREN KLEVESAHL
5 -1743	\$ 9,700.00	\$ 13.00	335 DONALD DRIVER WY	DDL HOLDINGS LLC C/O KAREN KLEVESAHL
5 -1744	\$ 9,700.00	\$ 13.00	337 DONALD DRIVER WY	DDL HOLDINGS LLC C/O KAREN KLEVESAHL
5 -1745	\$ 9,700.00	\$ 13.00	339 DONALD DRIVER WY	DDL HOLDINGS LLC C/O KAREN KLEVESAHL
5 -1746	\$ 9,700.00	\$ 13.00	341 DONALD DRIVER WY	DDL HOLDINGS LLC C/O KAREN KLEVESAHL
5 -1747	\$ 9,700.00	\$ 13.00	343 DONALD DRIVER WY	DDL HOLDINGS LLC C/O KAREN KLEVESAHL
5 -1748	\$ 9,700.00	\$ 13.00	345 DONALD DRIVER WY	DDL HOLDINGS LLC C/O KAREN KLEVESAHL
5 -1749	\$ 9,700.00	\$ 13.00	347 DONALD DRIVER WY	DDL HOLDINGS LLC C/O KAREN KLEVESAHL
5 -1750	\$ 9,700.00	\$ 13.00	349 DONALD DRIVER WY	DDL HOLDINGS LLC C/O KAREN KLEVESAHL
5 -1756	\$ 509,800.00	\$ 658.00	420 N BROADWAY	DDL HOLDINGS LLC
5 -1757	\$ 2,085,500.00	\$ 2,690.00	520 N BROADWAY	DDL HOLDINGS LLC
5 -1758	\$ 100.00	\$ -	305 DONALD DRIVER WY	DDL HOLDINGS LLC C/O KAREN KLEVESAHL
5 -1759	\$ 4,086,700.00	\$ 5,272.00	320-101 N BROADWAY	DDL HOLDINGS LLC
5 -1760	\$ 670,600.00	\$ 865.00	320-102 N BROADWAY	DDL HOLDINGS LLC
5 -1761	\$ 1,043,200.00	\$ 1,346.00	320-201 N BROADWAY	DDL HOLDINGS LLC
5 -1762	\$ 1,042,400.00	\$ 1,345.00	320-301 N BROADWAY	DDL HOLDINGS LLC
5 -1763	\$ 928,700.00	\$ 1,198.00	320-401 N BROADWAY	DDL HOLDINGS LLC
5 -1764	\$ 129,900.00	\$ 168.00	313 DONALD DRIVER WY	DDL HOLDINGS LLC
5 -54	\$ 143,700.00	\$ 185.00	200-230 MATHER ST	ARTHUR W ZINGLER III
5 -58	\$ 79,400.00	\$ 102.00	704 ALMA ST	NANCY & IDA MAE ROGERS
5 -584-2	\$ 45,900.00	\$ 59.00	308 DOUSMAN ST	DDL HOLDINGS LLC C/O KAREN KLEVESAHL
5 -584-3	\$ 446,600.00	\$ 576.00	300 DOUSMAN ST	LUGA PROPERTIES LLC
5 -588	\$ 160,100.00	\$ 207.00	319 N BROADWAY	CAESARS PALACE OF GREEN BAY LLC
5 -589	\$ 36,200.00	\$ 47.00	317 N BROADWAY	FORT HOWARD NEW TOWN RED
5 -590	\$ 324,200.00	\$ 418.00	313 N BROADWAY	FORT HOWARD NEW TOWN LLC

5 -591	\$	11,700.00	\$	15.00	DOUSMAN ST	WIDMER PROPERTIES LLC
5 -592	\$	159,600.00	\$	206.00	400 DOUSMAN ST	CATHY T LESANDRINI & ROBERT A PHILLIPS
5 -593	\$	98,400.00	\$	127.00	402 DOUSMAN ST	SAMS INVESTMENTS LLC
5 -594	\$	179,700.00	\$	232.00	408 DOUSMAN ST	WIDMER PROPERTIES LLC
5 -595	\$	92,100.00	\$	119.00	309 N BROADWAY	DHUEY PROPERTY LLC
5 -596	\$	144,600.00	\$	187.00	412 DOUSMAN ST	WIDMER PROPERTIES LLC
5 -597	\$	295,500.00	\$	381.00	414-416 DOUSMAN ST	GNC DEVELOPMENT LLC
5 -599	\$	-	\$	-	314 N CHESTNUT AV	
5 -600	\$	28,600.00	\$	37.00	N CHESTNUT AV	FORT HOWARD NEW TOWN LLC
5 -602	\$	43,300.00	\$	56.00	324 N CHESTNUT AV	ON BROADWAY
5 -607	\$	305,000.00	\$	393.00	301 N MAPLE AV	EXPRESS PROPERTY LLC
5 -874	\$	17,300.00	\$	22.00	329 N BROADWAY	CST LLC
5 -875	\$	118,500.00	\$	153.00	331 N BROADWAY	CST LLC
5 -876	\$	117,100.00	\$	151.00	333 N BROADWAY	CST LLC
5 -877	\$	116,700.00	\$	151.00	335 N BROADWAY	CST LLC
5 -878	\$	13,800.00	\$	18.00	N BROADWAY	CST LLC
5 -879	\$	59,700.00	\$	77.00	341 N BROADWAY	BENZ PLEKAN REAL EST LLC
5 -882	\$	976,100.00	\$	1,259.00	401 N BROADWAY	HISTORIC RESTORATIONS LLC
5 -885	\$	319,600.00	\$	412.00	419 N BROADWAY	ROGER D BERTRAND ETAL
5 -890	\$	128,100.00	\$	165.00	431 N BROADWAY	MARTIN R LEONHARD
Total		\$50,303,500.00		\$64,896.00		

APPENDIX D – City Attorney Opinion



Report to the Green Bay Plan Commission

MEETING DATE

November 5, 2018

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # M.4.

To approve the 2019 Business Improvement District Operating Plan for Military Avenue Business Association.

BACKGROUND

Per BID guidelines and state statutes, the City is required to annually review the BID Operating Plans. The Military BID was established in 2013. Their 2019 Operating Plan is attached. The Military BID rate will continue to be \$0.25 (industrial), \$2 (office), and \$2.25 (retail/entertainment) per \$1,000 assessed property value. The minimum and maximum assessment amounts per parcel also remain at \$250 and \$2,500 respectively.

RECOMMENDATION

Approval of the 2019 Military Avenue Business Improvement District Operating Plan.

FISCAL IMPACT

ATTACHMENTS

- I. 2019 Military Ave Operating Plan

Operating Plan - 2019
Military Avenue Business Association

BUSINESS IMPROVEMENT DISTRICT NO. 4

2019
OPERATING PLAN



TABLE OF CONTENTS

Item	Page
Introduction	3
District Boundaries	3
Proposed Operating Plan	3
Proposed Budget	4
Method of Assessment	6
Relationship to Comprehensive Plan	7
Plan Approval Process	7
Future Year Operating Plans	8
Appendices	9-13

I. INTRODUCTION

A. Background

In 1984, the Wisconsin legislature created 66.1109 (formerly S. 66.608) of the Statutes ([see Appendix A](#)) enabling cities to establish Business Improvement Districts (BIDs). The purpose of the law is “to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities.” (1983 Wisconsin Act 184, Section 1, legislative declaration.)

The City of Green Bay approved a petition from property owners in September 2013 to create a Business Improvement District for the purpose of revitalizing and improving the Military Avenue business area on Green Bay’s west side. The BID law requires that every district have an annual Operating Plan.

This document is the Operating Plan for the Military Avenue district. The Military Avenue BID Executive Director, in coordination with the Military Avenue BID Board, prepared this Plan with technical assistance from the City of Green Bay Department of Economic Development.

B. Physical Setting

The Military Avenue Business District has boundaries starting at Lombardi Avenue moving north on Military with a northern most boundary of 116 N Military on the east side of the street and 123 N Military on the west side of the street.

Including: 1560 and 1598 W Western Ave, 1603, 1614 and 1626 W Seventh St, 1559-1565 Ninth St, 1577 Langlade Ave, 1530, 1536 and 1540 Leo St, 1521, 1541, 1587, 1590, and 1606 W Shawano Ave, 1505, 1529, 1555, 1561, 1566, 1593, and 1616 W Mason St.

II. DISTRICT BOUNDARIES

Boundaries of the proposed district are shown on the map in [Appendix B](#) of this plan. A listing of the properties included in the district is provided in [Appendix C](#).

III. PROPOSED OPERATING PLAN

A. Plan Objectives – 2019

Military Avenue, Inc. exists to create an environment that supports the continued success of the businesses and neighborhoods in the Military Avenue district located on the west side of Green Bay.

Military Avenue, Inc. fosters a spirit of collaboration and cooperation with local businesses and neighborhoods by working to improve the entire district. We do our work by marketing, branding and

promoting business activities, physical improvements in the district, event planning, new business recruitment, retaining, and supporting existing businesses.

B. Proposed Activities – 2019

Principle activities to be engaged in by the district during its SIXTH year, 2019, of operation will include:

- Fully utilize the website, new sign and social media platforms, applications and other emerging technology and way finding signage.
- Explore a central, public friendly, location for events and holiday display, including holiday lighting.
- Offer and support opportunities for public art and murals throughout the district.
- Continue plantings, lawn care and maintenance projects within the street view and medians to provide a clean and professional appearance.
- Create signature events, including the Market on Military, and other marketing efforts in the district to build customer traffic and increase BID business and customer participation.
- Seek out grant funding for quality projects.

C. Proposed Budget – Year Six - 2019

Revenues	Projected 2019	Change
Planned BID Assessment Funds	\$94,762	0
(BID Assessments \$98,710 minus 4% delinquent)		
(Estimated) Grants /other contributions	\$8,000	-\$2,000
(Estimated) Event Funds	\$3,000	+\$3,000
Total Revenue	\$105,762	
Expenses		
Staffing	\$47,328	-\$1,000
Operating	\$14,800	-\$765
Technology	\$1,500	\$700
Programs		
Design/Physical improvements	\$16,485	+\$135

Economic/Business Development	\$1,000	-\$500
Events	\$10,250	+\$1,900
Organization/ Marketing	\$2,100	-\$35
Total Expenses	\$93,463.00	
BALANCE	\$12,299	

D. Financing Method

\$98,710 is proposed to be raised through BID assessments ([see Appendix C](#)) and assume an assessment delinquency amount of ~\$3,948.00 based on 4% delinquencies. We have therefore budgeted for \$94,762. We are also setting a goal to obtain grants and donations to provide funding in the amount of \$11,000. The BID Board shall have the authority and responsibility to prioritize expenditures and to revise the budget as necessary to match the funds actually available.

E. Organization of BID Board

Upon creation of the BID, the Mayor appointed members to the district board ("board"). The board's primary responsibility is implementation of this Operating Plan. This will require the board to negotiate with providers of services and materials to carry out the Plan; to enter into various contracts; to monitor development activity; to periodically revise the Operating Plan; to ensure district compliance with the provisions of applicable statutes and regulations; and to make reimbursements for any overpayments of BID assessments.

State law requires that the board be composed of at least five members and that a majority of the board members be owners or occupants of property within the district.

It is recommended that the BID board be structured and operate as follows:

1. Board Size – at least Five
2. Composition - At least three fifths members shall be owners or occupants of property within the district. Any non-owner or non-occupant appointed to the board shall be a resident of the City of Green Bay. The board shall elect its Chairperson from among its members.
3. Term - Appointments to the board shall be for a period of three years except that initially two members shall be appointed for a period of three years, two members shall be appointed for a period of two years, and one member shall be appointed for a period of one year.
4. Compensation – None
5. Meetings - All meetings of the board shall be governed by the Wisconsin Open Meetings Law.
6. Record Keeping - Files and records of the board's affairs shall be kept pursuant to public record requirements.

7. Staffing - The board may employ staff and/or contract for staffing services pursuant to this Plan and subsequent modifications thereof.
8. Meetings - The board shall meet regularly, at least twice each year. The board shall adopt rules of order (“by laws”) to govern the conduct of its meetings.

F. Relationship to the Military Avenue Business Association.

The BID shall be a separate entity from the Military Avenue Business Association, notwithstanding the fact that members, officers and directors of each may be shared. The Association shall remain a private organization, not subject to the open meeting law, and not subject to the public record law except for its records generated in connection with the BID board or as required by law. The Association may, and it is intended, shall contract with the BID to provide services to the BID, in accordance with this Plan.

IV. METHOD OF ASSESMENT

A. Assessment Rate and Method

Assessment rate per thousand for industrial is \$0.25, office \$2.00, retail/entertainment \$2.25. Minimum assessment rate per parcel is \$250.00 Maximum assessment rate is \$2,500 per parcel.

The principle behind the assessment methodology is that each property should contribute to the BID in proportion to the benefit derived from the BID. After consideration of other assessment methods, it was determined that assessed value of a property was the characteristic most directly related to the potential benefit provided by the BID. Therefore, a fixed assessment on the assessed value of the property was selected as the basic assessment methodology for this BID.

For properties whose use comprises mixed SIC codes, the property has been identified by the ground level use(s) of any buildings constructed on the property. The ground level use is presumed to be the dominant use of the property. If a ground level has more than two uses, then the property has been identified by the use that makes up more than one half of the ground level square footage. The burden is on the owner to change a property classification from that designated in Appendix C. It must be proven annually by the owner of the property in question to the BID board.

However, maintaining an equitable relationship between the BID assessment and the expected benefits requires an adjustment to the basic assessment method. To prevent the disproportional assessment of a small number of high value properties, a maximum assessment of \$2,500.00 per parcel will be applied.

As of January 1, 2014 the property in the district had a total assessed value of over seventy-three million dollars. This plan assesses the property in the district at a rate for industrial \$0.25, for office \$2.00, for retail/entertainment \$2.25. per \$1,000.00 of assessed value, subject to the maximum assessment, for the purposes of the BID.

Appendix C shows the projected BID assessment for each property included in the district.

B. Excluded and Exempt Property

The BID law requires explicit consideration of certain classes of property. In compliance with the law the following statements are provided.

1. State Statute 66.1109(1)(f)Im: The district will contain property used exclusively for manufacturing purposes, as well as properties used in part for manufacturing. These properties will be assessed according to the method set forth in this plan because it is assumed that they will benefit from development in the district.
2. State Statute 66.1109(5)(a): Property known to be used exclusively for residential purposes will not be assessed; such properties will be identified as BID Exempt Properties in Appendix C, as revised each year.
3. In accordance with the interpretation of the City Attorney regarding State Statute 66.1109(1)(b), property exempt from general real estate taxes has been excluded from the district. Privately owned tax-exempt property adjoining the district and which is expected to benefit from district activities may be asked to make a financial contribution to the district on a voluntary basis.

V. RELATIONSHIP TO GREEN BAY COMPREHENSIVE PLAN AND ORDERLY DEVELOPMENT OF THE CITY

A. City Plans

The plan for Military Avenue is to transform the corridor into a signature street with a cohesive identity. This will be accomplished by elevating the level of aesthetics, functionality and safety with improved site and building design. The balance of land uses along Military Avenue must shift in recognition of current and expected future market conditions and to better manage the supply and demand of real estate. Sections of the corridor will transition to finer blocks of mixed-use development that better relate to the scale of surrounding neighborhoods.

Implementation of this plan will result not only in attracting new businesses to Military Avenue, but also in creating an environment that supports the continued success of existing, beneficial businesses. Limited amounts of redevelopment may result in tear down and reconstruction. But in most cases, redevelopment will occur in smaller steps like landscaping parking areas, upgrading building façades, or adding decorative lighting. Military Avenue will become a more complete corridor that caters to local residents and employees who use multiple modes of transportation. This transition is a necessary response to the changing market and context, and will create a more economically sustainable future for Military Avenue. *(Military Avenue Market Analysis and Corridor Design Plan, Executive Summary, Pages 7-8. Adopted by the City of Green Bay: 3/1/2011)*

B. City Role in District Operation

The City of Green Bay has committed to helping private property owners in the district promote its development. To this end, the City expected to play a significant role in the creation of the Business Improvement District and in the implementation of the Operating Plan. In particular, the City will:

1. Provide technical assistance to the proponents of the district through adoption of the Plan, and provide assistance as appropriate thereafter.
2. Monitor and, when appropriate, apply for outside funds that could be used in support of the district.
3. Collect assessments, maintain in a segregated account, and disburse the monies of the district.

4. Receive annual audits as required per sec. 66.1109 (3) (c) of the BID law.
5. Provide the board, through the Tax Commissioner's Office on or before June 30th of each Plan year, with the official City records and the assessed value of each tax key number with the district, as of January 1st of each Plan year, for purposes of calculating the BID assessments.
6. Encourage the State of Wisconsin, Brown County and other units of government to support the activities of the district.

VI. FUTURE YEAR OPERATING PLANS

A. Phased Development

It is anticipated that the BID will continue to revise and develop the Operating Plan annually, in response to changing development needs and opportunities in the district, in accordance with the purposes and objectives defined in the initial Operating Plan.

Section 66.1109 (3) (a) of the BID law requires the board and the City to annually review and make changes as appropriate in the Operating Plan. Greater detail about subsequent year's activities will be provided in the required annual Plan updates, and approval by the Common Council of such Plan updates shall be conclusive evidence of compliance with this Plan and the BID law.

In later years, the BID Operating Plan will continue to apply the assessment formula, as adjusted, to raise funds to meet the next annual budget. However, the method of assessing shall not be materially altered, except with the consent of the City of Green Bay.

B. Amendment, Severability and Expansion

This BID has been created under authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of this Statute invalid or unconstitutional its decision will not invalidate or terminate the BID and this BID Plan shall be amended to conform to the law without need of reestablishment.

Should the legislature amend the Statute to narrow or broaden the process of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this BID Plan may be amended by the Common Council of the City of Green Bay as and when it conducts its annual Operating Plan approval and without necessity to undertake any other act. This is specifically authorized under Section 66.1109 (3)(b).

APPENDICES

- A. STATUTE
- B. DISTRICT BOUNDARIES
- C. 2015 CITY ASSESSMENTS
 1. CITY BID ASSESSMENT REPORT INDUSTRIAL
 2. CITY BID ASSESSMENT REPORT OFFICE
 3. CITY BID ASSESSMENT REPORT RETAIL

APPENDICE A

Wisconsin State Statute "BID Law"

66.1109 Business improvement districts.

(1) In this section:

(a) "Board" means a business improvement district board appointed under [sub. \(3\) \(a\)](#).

(b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.

(c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.

(d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.

(e) "Municipality" means a city, village or town.

(f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:

1. The special assessment method applicable to the business improvement district.

1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.

2. The kind, number and location of all proposed expenditures within the business improvement district.

3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.

4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.

5. A legal opinion that [subs. 1. to 4.](#) have been complied with.

(g) "Planning commission" means a plan commission under [s. 62.23](#), or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under [par. \(b\)](#) has petitioned the municipality for creation of a business improvement district.

(b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.

(c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

(d) Within 30 days after the hearing under [par. \(c\)](#), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.

(e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(3)

(a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.

(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any

change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include an independent certified audit of the implementation of the operating plan obtained by the municipality. The municipality shall obtain an additional independent certified audit upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits required under [sub. \(3\) \(c\)](#) or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under [par. \(c\)](#) and unless the business improvement district is not terminated under [par. \(e\)](#).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under [par. \(c\)](#), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

(e) If after the expiration of 30 days after the date of hearing under [par. \(c\)](#), by petition under this subsection or subsequent notification under [par. \(d\)](#), and after subtracting any retractions under [par. \(d\)](#), the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)

(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under [s. 70.11](#) may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

History: 1983 a. 184; 1989 a. 56 s. 258; 1999 a. 150 s. 539; Stats. 1999 s. 66.1109; 2001 a. 85.

[illegible]

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

 BID Boundary



Report to the
Joint Finance/Personnel Committee
of the City of Green Bay

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # N.I.

To approve the request to fill the replacement position of Civil Engineer in Public Works and all subsequent vacancies resulting from internal transfers.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Civil Engineer -Peterson 10-19- 18

**Position Fill Request
Justification Report
October 19, 2018**

Position Title: Civil Engineer

- 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 Jessica Peterson's resignation effective 11/21/18.

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

The position is included in the current budget. The current salary range for the position is \$49,441 - \$68,369 per year. The position is currently funded 100% by the general levy-supported budget.

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

This position provides design and contract administration services for all Public Works construction projects throughout the City of Green Bay. The position is responsible for the design and preparation of contract plans and specifications for projects benefitting the residential, commercial, and industrial customers of the City. The position provides the same service lines for other internal customers including the Parks Recreation and Forestry Department and Green Bay Water Utility, as well as the Police Department, Fire Department and Transit. Additionally, this position has been responsible for maintenance, inspection, and capital programming for the more than 30 bridges owned and operated by the City.

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

The position generally does not generate revenue and reduce expenses. Many of the projects completed by the in-house engineering staff are grant, developer, and/or assessment funded projects. The total dollar value of the 2018 Capital Improvement Program was approximately \$29 million. The engineering services required to support this program could be estimated at approximately \$4.5 million. The cost of consultants for this type of work completed by the staff would be higher than maintaining an in-house staff.

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

The volume of work to be completed by the engineering staff routinely exceeds the number of staff hours available on an annual basis.

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

We would anticipate some project responsibilities to be shifted to other staff while some duties of the position will currently not be completed. As a result of this vacancy, it is possible that the work proposed in the 2019 Capital Improvement Program will not be completed.

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

The design and construction and maintenance of City Infrastructure including buildings, bridges and parking ramps, as well as various park improvement and water utility related capital projects would not be completed.

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

The alternate method of accomplishing the work would be to hire outside consultants to supplement our engineering staff. The cost associated with this alternative would be approximately 15% of the value of the construction for each project the outside consultant works on. This additional cost was not anticipated either through the development of the 2019 budget nor the 2019 Capital Improvement Program.

9. Are there union issues?

No

10. Other supporting comments.

None.



Report to the
Joint Finance/Personnel Committee
of the City of Green Bay

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # N.2.

To approve the request to transfer \$14,714.00 from Contingency to Police and Fire Commission to cover recruitment costs in 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. PFC Budget - Request for Contingency Funds Cover Memo 10-2018
2. Budget Status Report 10-2018

MEMORANDUM



Human Resources Department

To: Finance Committee

From: Melanie Falk, PHR
Human Resources Operations Manager

Re: Request to transfer \$14,713 from contingency fund to Police and Fire Commission recruitment budget to cover the cost of police and fire recruitments.

Date: October 24, 2018

The recruitment budget for the Police and Fire Commission is \$24,500. This budget is used to cover the recruitment costs for positions of Fire Fighter and Police Officer which include the following:

- Advertising
- Written tests/assessments
- Pre-employment medical exams
- Psychological exams (Police Officers)
- Polygraph exams (Police Officers)

This year, the City has hired 13 Patrol Officers and 6 Fire Fighters. As of date, total expenditures are \$25,684 (see attached recruitment budget status report), with a deficit of \$1,184. It should be noted that there are several bills, totaling \$6,250 for Patrol Officer pre-employment exams that are pending. This results in a budget deficit of \$7,434. Furthermore, we are projecting additional recruitment costs through December 31, 2018 as follows:

Fire Fighter Recruitment

Fox Valley Technical College Regional Hiring Process: \$1,430

TOTAL: \$1,430

Police Officer Recruitment (4 Additional New Hires)

Patrol Officer written exams (test dates 11/10 and 11/12): \$850

Pre-employment medical exam: \$2,000 (\$500/officer)

Pre-employment psychological exam: \$2,000 (\$500/officer)

Polygraph: \$1,000 (\$250/officer)

TOTAL: \$5,850

TOTAL ADDITIONAL COSTS THROUGH 12/31/18: \$7,280

YTD 2018 BUDGET DEFICIT: \$7,434

TOTAL: \$14,714

As a result of the current deficit and anticipated recruitment and pre-employment exam costs for the Police Officer hires, this request is to transfer \$14,714 from the City's contingency fund.

Thank you for your consideration.



City of Green Bay

10/24/2018 08:35
AdamRe

City of Green Bay
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 1

FOR 2018 10

ACCOUNTS FOR: 003 POLICE & FIRE COMMISSION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52007 RECRUITING	24,500	24,500	25,683.80	2,443.25	.00	-1,183.80	104.8%
TOTAL POLICE & FIRE COMMISSION	24,500	24,500	25,683.80	2,443.25	.00	-1,183.80	104.8%



Report to the
Joint Finance/Personnel Committee
of the City of Green Bay

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # N.3.

To approve action on a new FireWorks contract replacing current ImageTrend.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. FireWorks Software Purchase



"BETTER BY THE BAY"



Metro Fire Department
Litton
Administration

David W.

Fire
Chief

MEMORANDUM

To: Barb Dorff, Chairperson
Finance Committee
Diana Ellenbecker, Finance Director

From: David Litton, Fire Chief

Date: October 19, 2018

Re: Records Management Software

In July of 2015, the fire department entered into a contract to purchase records management software from ImageTrend, Inc. The cost of the software was \$62,440 plus \$16, 488 of reoccurring maintenance costs on an annual basis. Previous to that, our ambulance billing service (Emergency Medical Services (EMS)) provided the software as part of their contract with the city. We had experienced numerous problems with EMS and moved to not only change the ambulance billing company but to also purchase the software outright.

ImageTrend, at the time, made numerous promises as to the performance of their system, including a new platform (Elite) that they were developing. Their national sales manager offered a demonstration as to the new software's abilities including analytics. In June of 2017, ImageTrend updated our system to the new Elite platform, and as of this date, the system does not operate as promised.

Our staff has spent hundreds and hundreds of hours trying to work with ImageTrend staff to correct the numerous issues that plague their system. In fact, after my demands, ImageTrend sent a team to Green Bay in June this year to "fix" the problems. The team from ImageTrend spent 2 ½ days here to understand the extent of the problems and left without any resolution. Several weeks later, and after many more conversations, ImageTrend indicated that they had developed the analytic reports that I had requested. These reports are the only way that I can measure our efficiency and effectiveness of our operations. To my amazement, most or all of the reports are either inaccurate, or not the reports that were requested.

The problems are numerous, are very complex, and we do not see an end in sight. The analytic reports are just the tip of the ice berg. There are numerous problems with the

software itself, with updates causing the system to crash, and losing data that then has to be reloaded. This software is comprehensive in our operation to include: reporting statistics to the United States Fire Administration via the National Fire Incident Reporting System, electronic patient care reporting (which is used to bill patients for service and is a major revenue source for the city), fire inspections and code compliance, training records and other reports that are mandated both on the Federal and State levels.

Unfortunately, ImageTrend was chosen by the State as their software of choice for receiving data. This was certainly a factor in our decision to purchase ImageTrend. There are numerous fire departments in the State that are experiencing exactly the same problems that we are and they also cannot get resolution to the problems. In fact, ImageTrend was again chosen by the State to implement Hazardous Material response data and the implementation has been delayed more than several times because the software is not working.

Having only touched on the magnitude of our problems, I do not have any confidence in ImageTrend's ability to fix the problems as evident by over 18 months of trying. We cannot continue to waste our time on a system that does not work as promised and without the ability to analyze our operation.

Because of the extent of the problem, we have identified a different software package from Fireworks' that will do exactly what we need it to do. We have been using a demo copy of their analytics package with our live real data and we are able to obtain the metrics necessary to assure proper measurement of our service. They offer a full suite of software (NFIRS reporting, patient care reporting, inspections, training and preplans) that integrate well together. In fact, we have downloaded 4 years of our legacy data to their system (at no cost) so that we could be assured of its proper operation. At this point, we are confident in this software's abilities to fit our needs today and into the future.

I am requesting that the purchase be allowed as a single source, because our research indicates that Fireworks' software is advanced beyond any other available software. The cost to purchase the software is \$36,259. This price was reduced \$9131 from the original quote through negotiation. We have the funding available for this purchase. I am asking that IT Director Mike Hronek and the legal staff review the documents for additional language and modifications prior to the actual purchase. It is my intention to have the software operational by January 1, 2019.

As a side note, I currently have \$17,830.45 in invoices from ImageTrend for next year's maintenance which I do not intend to pay. Under the contract with ImageTrend, we must give them 60 days' notice of our intent to not renew the contract. We only need to give 30 days' notice for cause and I would argue that that are in breach of their contract!

I'm happy to provide a live demonstration of the software's abilities and can also show ImageTrend's inability.

cc: Vanessa Chavez, City Attorney
Mike Hronek, IT Director



Report to the
Joint Finance/Personnel Committee
of the City of Green Bay

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # N.15.

Parks, Rec & Forestry including Admin., City Hall, Triangle Hill, Parks, Recreation, Pools, Forestry, Wildlife Sanctuary, and Equipment Replacement (page 128).

To add \$19,868.00 into the budget to cover health and dental insurance for 2 Naturalists and 2 Teachers starting Fall of 2019.

To approve the Parks, Rec & Forestry 2019 Budget as amended.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. WLS PROJECT MANAGER COMMUNICATION



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: OCT 2, 2018

Request of Alderperson STELER

Refer to: FINANCE BUDGET MTG.

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.

TO LOOK AT THE RECENTLY CREATED WLS
PROJECT MANAGER POSITION IN MORE
DETAIL AT ^{THE} CITY OF GREEN BAY BUDGET
MEETING.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # O.I.

To approve the request by the Kennedy Park Neighborhood Association to install a neighborhood sign in Kennedy Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

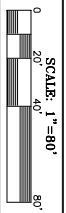
ATTACHMENTS

1. NA Sign Map
2. Kennedy Park Neighborhood Sign



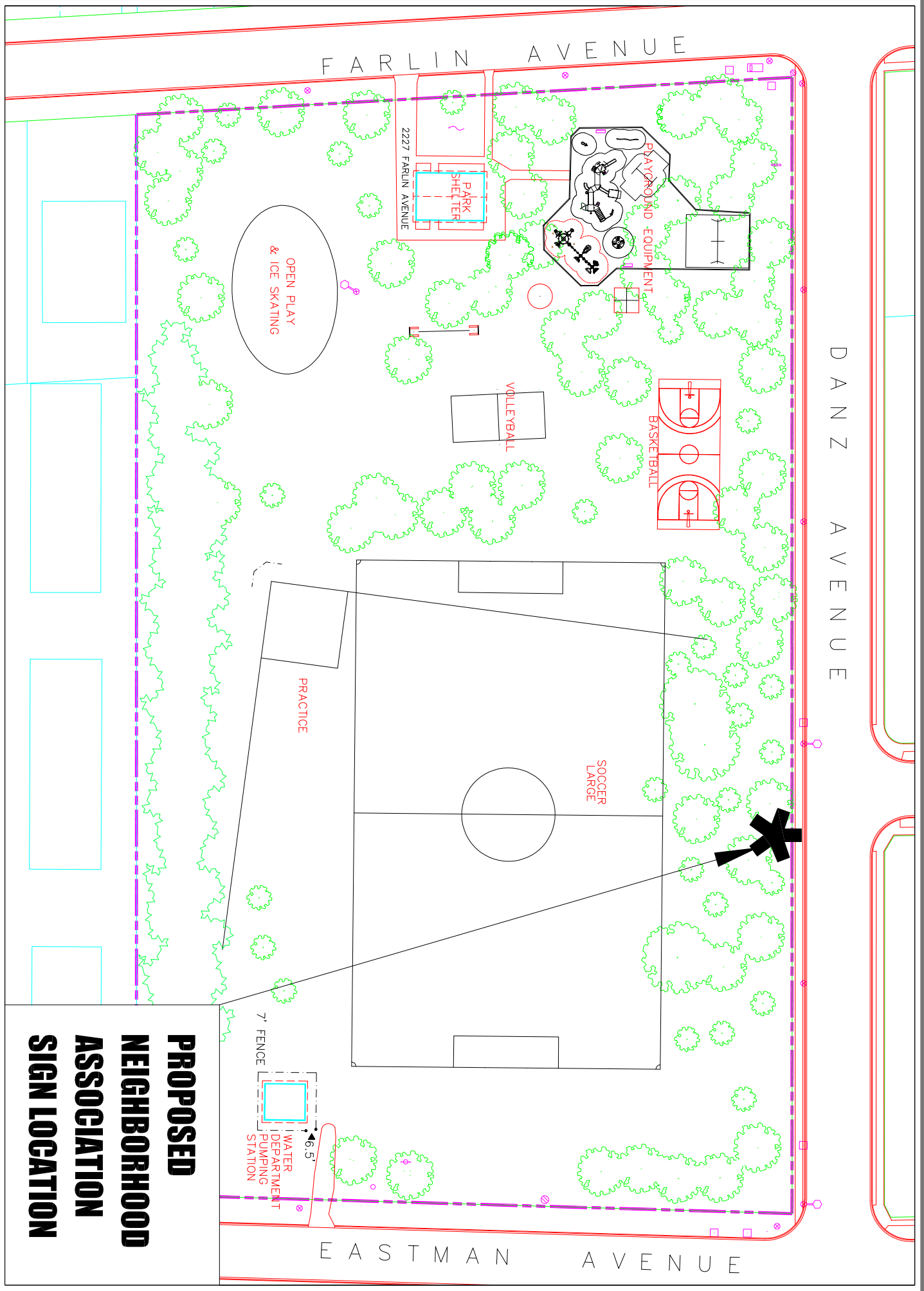
GREEN BAY PARKS, RECREATION,
AND FORESTRY DEPARTMENT

KENNEDY PARK
PROPOSED NEIGHBORHOOD ASSOCIATION SIGN



DATE DRAWN:
OCT. 2010
LAST REVISION:

PAGE 1 OF 1
KEN







Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # O.2.

To approve the request by Wisconsin Public Service for a 12' wide utility easement in Colburn Park contingent upon the review and approval by the Law Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Colburn WPS Easement Map Final

COLBURN PARK

PROPOSED WISCONSIN PUBLIC SERVICE EASEMENT



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.

10/25/2018
Scale 1:2400



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

November 5, 2018

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # P.I.

To approve the new logo design for the Green Bay Public Arts Commission.

BACKGROUND

During the August 22, 2018, meeting the Commission discussed the acceptance of a new logo created by experienced local graphic designer, Matt Vanden Boomen. He approached staff with the 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. The Commission requested changes be made to the logo and reviewed again. Upon approval of the design, 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

Approval of the new logo design as presented and encourage further collaboration between staff and Matt Vanden Boomen.

FISCAL IMPACT

ATTACHMENTS

- I. ProposedNewLogo_GBPAC

PROPOSED NEW LOGO



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



Secondary



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

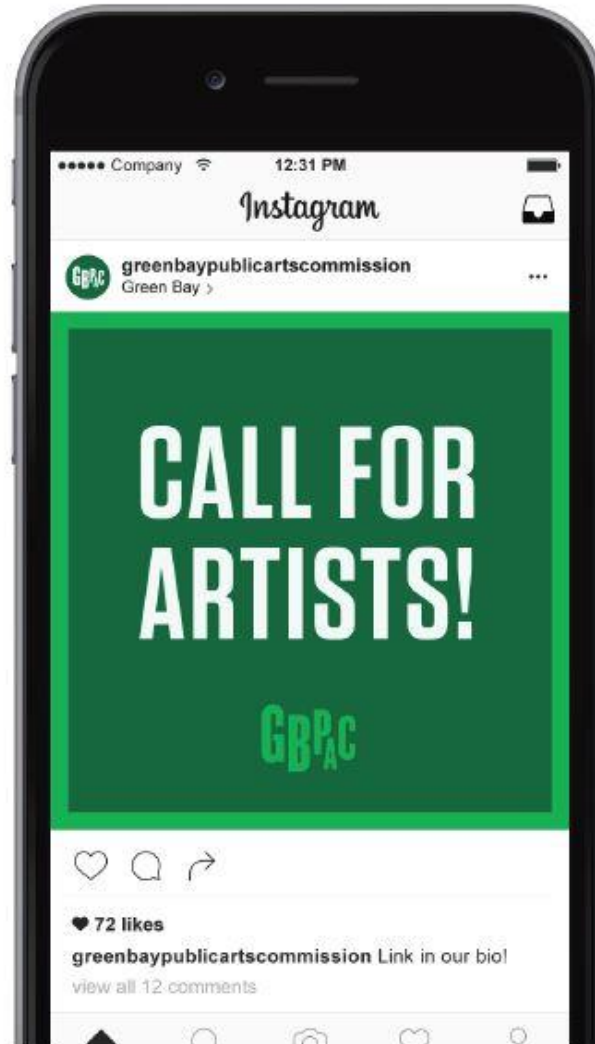
IN USE



NI

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

November 5, 2018

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # P.2.

To deny the Annual Grant Program application from CP.

BACKGROUND

During the September 26, 2018, meeting Callie Sherman, with the CP Center, in collaboration with the NWTC Artisan Center, proposed a sculpture consisting of a 16 ft. metal structure with movable armature and community embellished stainless steel to be installed outside the CP Center located in Allouez. The CP Center initially requested \$1,520 from the Green Bay Public Arts Commission to fulfill this project.

Due to the location of the sculpture residing outside of City limits, the Commission requested to hold the item and determine if the sculpture could be moved within Green Bay City limits.

Following this request, Callie Sherman reported back to staff stating that the sculpture could be moved but then requested the funding be increased to \$4,000 to aid in the construction of the project. If the project is moved, a new location will need to be approved prior to placement.

RECOMMENDATION

To deny the CP Center's Annual Grant Program Application revision.

FISCAL IMPACT

ATTACHMENTS

1. OrdinanceSec._I.66.___GBPAC
2. AGP Application- CP-Sculpture
3. AGP Attachments - CP-Sculpture
4. AGPGradingForm-CP-Sculpture

Sec. 1.66. - Green Bay Public Arts Commission.

- (1) *Purpose.* The arts are an intrinsic expression of life. Thriving communities enjoy shared experiences of diverse and abundant arts and culture. Arts investments creates jobs, leverage private gifts, build a sense of place, invite tourism, revitalize neighborhoods, attract creative people, cultivate democracy, preserve cultural legacy, generate local tax revenue, and enhance our quality of life. The public arts commission exists to fund artistic activities and support cultural programs that integrate and advance arts and culture as an essential part of life in the city.
- (2) *Definitions.*
 - (a) "Commission" means the Green Bay Public Arts Commission.
- (3) *Green Bay Public Arts Commission composition.* The commission is hereby created, consisting of five members. Of the membership and if available in the community, one shall be an alderperson and four shall be citizens with a preference for those who are involved with the visual arts, musical arts, or performing arts. The mayor shall appoint the commissioners, subject to confirmation by the common council. Of the initial members appointed, one shall serve a term of one year, one shall serve a term of two years, and two shall serve a term of three years; the alderperson shall finish his or her term. Thereafter, the term for each member shall be three years, except for the alderperson who shall serve a term of two years. Each member is subject to the code of ethics as outlined in Green Bay Municipal Code § 1.90.
- (4) *Powers and duties of the Green Bay Public Arts Commission.* The authority and activities of the commission shall be advisory, and it shall act in a cooperative capacity and rely upon voluntary compliance. The basic function of the commission shall be the development of public support for the arts. The duties of the commission shall be to:
 - (a) Advise the mayor and the common council with regard to policies, budgets, and regulations related to the arts, culture, and creative commerce;
 - (b) Implement the city's public arts program, including but not limited to, purchasing works of art or purchasing, commissioning, and siting works of art;
 - (c) Advise municipal efforts to engage artists and creative workers and the community in a broad range of civic initiatives;
 - (d) Consult with private entities, higher education institutions, and the community with regard to the city's arts, culture, and creative sector commerce;
 - (e) Coordinate and support efforts to unite and focus municipal programs and services as they relate to arts and cultural activities and creative sector commerce;
 - (f) Promote the design, construction and landscaping of public projects and private buildings, including public and private improvements, that enhance the beauty of the city;
 - (g) Establish and administer guidelines and procedures for distributing grants, issuing requests for proposals for creative services, and making recommendations of selections and awards to the common council;
 - (h) Advise all city departments on installation, maintenance, and deaccession of artwork;
 - (i) Review the performance of external contractors to the city in the areas of arts and culture; and
 - (j) Facilitate periodic cultural planning for the city.

(Ord. No. 15-16)

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: CP in collaboration with the NWTC

APPLICANT/ORGANIZATION NAME: CP Artisan Center

STREET ADDRESS: 2801 S. Webster Ave

MAILING ADDRESS (IF DIFFERENT): —

CITY: Green Bay STATE: WI ZIP CODE: 54301

TELEPHONE (DAYS): (920) 246-3285 or (920) 337-1122 Ext 1202

E-MAIL ADDRESS: Csherman@cp-center.org

PROJECT TITLE: _____

WHERE PROJECT WILL OCCUR: CP

START DATE: Saturday, Sept. 15, 2018 END DATE: Installation: mid-November

ESTIMATED TOTAL COST: \$8,320.⁰⁰ ADDITIONAL INCOME: _____

AMOUNT REQUESTED FROM GBPAC: \$1,520.⁰⁰

WHAT IS YOUR EXPERIENCE WITH EXHIBITING, PERFORMING OR PROGRAMMING PUBLIC ART? (In addition to the below description, remember to attach several examples of previous work - Maximum of 4 examples.)

Please see attached.

IN THE SPACE PROVIDED, BRIEFLY DESCRIBE YOUR PROJECT: (Additional pages may be attached: 1 full page maximum.)

Please see attached.

PROJECT OBJECTIVE:

Please see attached.

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:

CP

TOTAL REQUESTED FROM GBPAC: \$1,580.00

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
In-Kind Labor (NWTU Artists)	1,280.00
Stainless Steel Sheets	1,000.00
Stainless Steel Strips	500.00
TOTAL	2,780.00

(Please indicate via check box below if GBPAC funds will be used for the expense listed.)

Supplies/Materials	Amount	Check off
1-1/2 SQ X 11 GA Wall Tubing	500.00	
14 GA A1011 CSB 48 X 96	150.00	✓
1/2 A-36 Plate	850.00	✓
Ball Bearing System	500.00	
TOTAL	1,800.00	

Publicity/Postage	Amount	Check off
NA	—	
TOTAL	—	

Services/Fees/Rentals	Amount	Check off
Concept, Design & Marketing	380.00	✓
Construction	4,000.00	
Installation	640.00	✓
TOTAL	5,020.00	

Honorary/Personnel	Amount	Check off
NA	—	
TOTAL	—	

Travel/Other Expenses	Amount	Check off
NA	—	
TOTAL	—	

Total Expenses must equal Total Income on Page 4

TOTAL EXPENSES	9,600.00
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PROJECT INCOME

In-Kind Contributions - Must equal In-Kind Expenses (item, source, amount) *	Amount
In-Kind labor (NWTU Artists)	1,280.00
Stainless Steel Sheets	1,000.00
Stainless Steel Straps	500.00
TOTAL	2,780.00

Committed Funds (donors and amount)	Amount
CP Funded	2,300.00
TOTAL	2,300.00

Anticipated Funding (donor and amount)	Amount
Art Sponsor - Green Bay Packers	500.00
Art Sponsor - Festival Foods	500.00
Art Sponsor - Schreiber Foods	500.00
Art Sponsor - Schneider National	500.00
Art Sponsor - MCL Industries / Bull Terk Games	500.00
Art Sponsor - Green Bay Packaging	500.00
TOTAL	3,000.00

GBPAC Grant Funds Requested	TOTAL	1,520.00
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Total Income must equal Total Expenses from Page 3	TOTAL INCOME	9,600.00
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* 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.

Any questions feel free to contact the Public Arts Coordinator at: 920 -448-3142
Annual Grant Program Application

CP ANNUAL GRANT PROGRAM APPLICATION

August 2018



WHAT IS YOUR EXPERIENCE WITH EXHIBITING, PERFORMING OR PROGRAMMING PUBLIC ART? (In addition to the below description, remember to attach several examples of previous work)

While CP as a nonprofit has limited experience with exhibiting, performing or programming public art, our partnership with the NWTC Artisan & Business Center provides the necessary history and expertise to facilitate a successful piece.

The NWTC Artisan & Business Center, located in downtown Green Bay's Arts District, is an entrepreneurial initiative dedicated to offering classes, workshops and seminars in various disciplines. The Artisan & Business Center is focused on serving the community by providing art-based projects.

Their four cornerstones - "Creative Collaborative," "Art Immersion," "Art 4A Cause," and "Art Start" exemplify a rich history of successful art programming. The enclosed portfolio shares examples of public pieces that range from \$50 to \$10,000, include anywhere from 10 to 600+ people, and have lasted from two hours to two weeks.

BRIEFLY DESCRIBE YOUR PROJECT.

For more than 60 years, CP has stood a pillar of the Green Bay community, providing therapy and life skills services for families, infants, children and adults with disabilities. For more than 60 years, we've been what the community needs us to be: An advocate. A partner. A friend.

Yet, those 60 years would never have been possible without that community that surrounds, embraces and supports us - through generous donations, in tireless volunteer hours, and an overwhelming belief in our mission.

This fall, CP will celebrate the culmination of a \$7.5 million expansion driven by the need to offer more services to more people that need them. To commemorate this momentous occasion and offer a permanent reminder of where we've come from and where we're going - we are pleased to help facilitate a community art project.

Standing more than 16 feet tall, the final piece will represent an abstract version of the CP logo with a stationary base and wind-propelled arms - representative of a strong foundation but a constant drive to propel forward, to offer innovative solutions, and to redefine what sometimes seems "impossible" for individuals with disabilities.

To develop such a piece, CP will invite staff, clients, family members and the community at large to participate in a variety of ways to literally and figuratively exemplify how they *"make their mark"* on CP.

During a fall community wide event, the Artisan & Business Center will facilitate stations that will allow people of all ages and skill levels the chance to embellish strips of stainless steel. Marks made on this steel are up to each artist – one might pound their name, while another might use their wheelchair tracks to make an indent. The embellished strips will later be used as a skin for the armature to be installed on site. The community, once again, representing the foundation of CP.

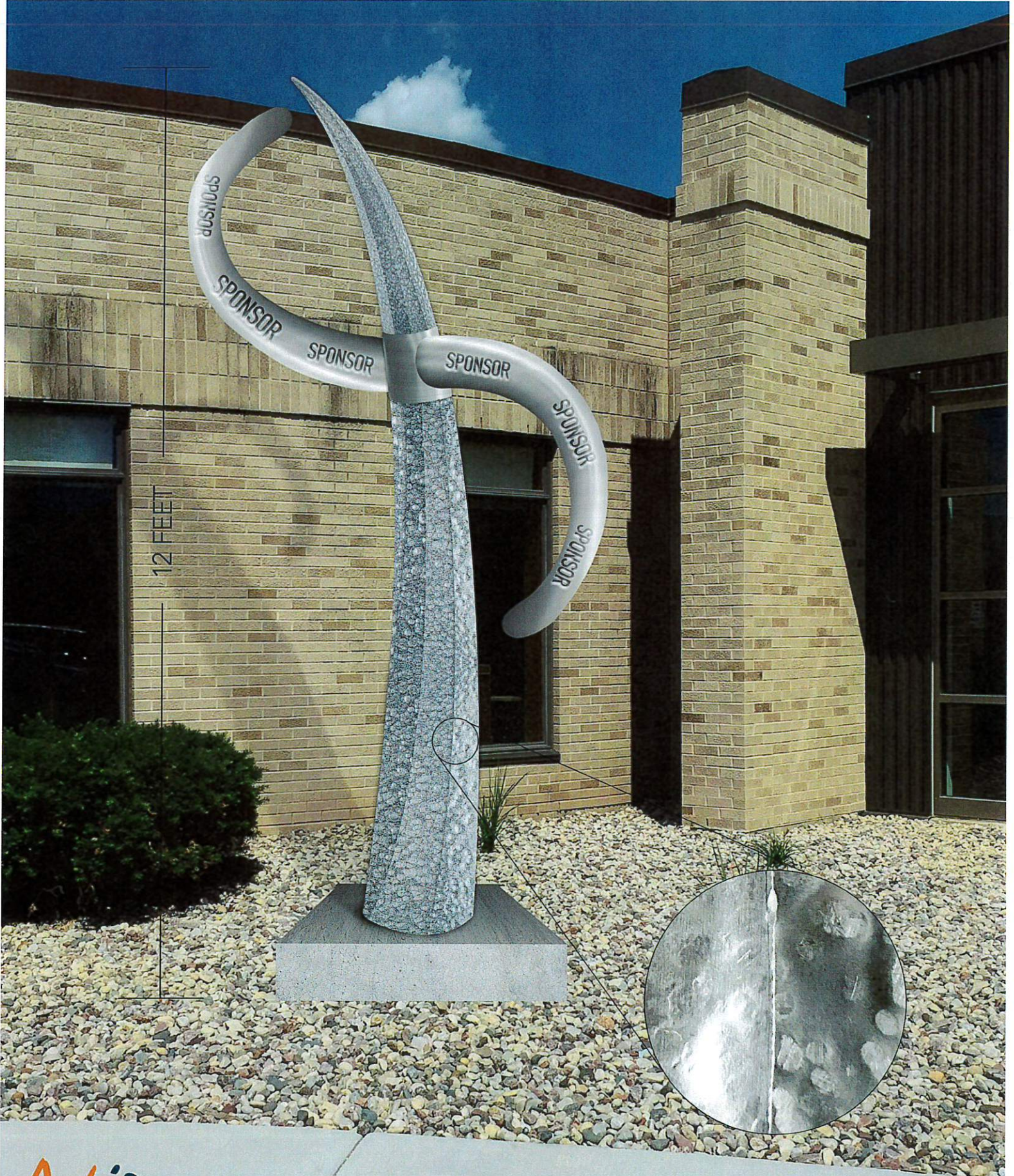
Steel on the arms will be reserved for the naming rights of CP sponsors and notable partners, including the Green Bay Public Arts Commission, who continue to propel us forward with their generosity and shared vision.

The resulting sculpture will serve as a reminder of what can be accomplished when we all work together; respectful of history and the 65-year foundation we've laid in this community, but modern in appearance and forward-looking.

And although not a clear mirror, the stainless steel invites visitors to contemplate all that makes CP great: including the people of our community whose reflections will shine back at them.

PROJECT OBJECTIVE:

A partnership between CP, The Green Bay Public Arts Commission, and the Artisan and Business Center will result in a collaborating installation to celebrate CP's recent remodel. The resulting sculpture will stand as a welcoming focal point for all visitors as they come to CP and forever a reminder of the community support for all that we do.



Time and Materials Invoice

Bill To:

Customer Name Kristen Paquet
 Customer Address Line 1 2801 S Webster Ave
 City, State, ZIP Green Bay, WI 54301
 Phone Number 920-337-1122 x1257

Totals:

Material: \$3300.00
 Labor: \$5020.00
 Invoice Total: \$8320.00

Materials

Materials Description	Quantity	Cost/Item	Total	Notes
1-1/2 SQ X 11 GA WALL TUBING	5	\$100	\$500	Structure of Armature
14 GA A1011 CSB 48 X 96	1	\$150	\$150	Structure of Armature
1/2 A-36 PLATE	1	\$350	\$350	Base Plate for sculpture
Stainless Steel Sheets	4	\$250	\$1000	Sheets will skin armature and be used as a base
Stainless Steel Strips	10	\$50	\$500	Strips will be textured day of event attached to substructure
Ball Bearing System	1	\$800	\$800	Rotational collar
Materials Totals			\$3300	

Labor

Labor Description	Quantity	Cost/Hr	Total	Notes
Concept and Design	1	\$40	\$80	Original concept lead time and scheduled meetings
Marketing	1	\$40	\$300	Cost invoiced per Jacob Yahnke Designs
Construction	1	\$40	\$4000	100 Hours (2 artists)
Installation	1	\$40	\$640	16 Hours (2 Installers)
Event Participation	N/A	See Notes	\$1280	5 employees for day of event
Sub Total			\$6300	
IN-KIND DONATION	N/A	See Notes	\$1280	IN-KIND DONATION, 5 people, 32 hours
Labor Total			\$5020	
Project Total			\$8320	

FOUR CORNERSTONES



CREATIVE COLLABORATIVE

"Work Together, Play Together"

Cultivate effective creative-thinking and problem-solving skills in your team while making a unique display piece for everyone to enjoy! The NWTC Artisan and Business Center offers an inspiring studio setting and professional artisans who customize a creative experience to enhance relationships, build teams, relieve stress, and inspire growth in a relaxed fun environment.

ART IMMERSION

"Unlock Your Creative Potential"

Discover the power of your creativity! Whether you are a social or business group the NWTC Artisan and Business Center will design a unique creative experience that connects individuals of all levels with their inner artist. Providing a fun relaxed atmosphere, participants are led through a journey of creative self-discovery!

ART 4A CAUSE

"Building Community Through Art"

Integrate the energy of visual arts into your nonprofit organization. The NWTC Artisan and Business Center partners with your organization to provide customized arts programming that embraces the creative process to heal, inspire, and learn marketable job skills.

ART START

"Adventures in Creativity for K-12"

The NWTC Artisan and Business Center offers opportunities for both school and youth-based groups to experience hands-on creativity through a variety of inspiring projects that generate innovative ideas, instill creative problem-solving skills, and enhance communication.

CREATIVE COLLABORATIVE

"Work Together, Play Together"



GOLDEN HOUSE



Price Range: \$1,000 - \$2,500

Length of Project: 1/2 Day

of Participants: 20

Size of Project: 4' x 6'



ART START

"Adventures in Creativity for K-12"



ALDO LEOPOLD COMMUNITY SCHOOL



Price Range: \$1,000 - \$2,500

Length of Project: 6 Hours

(6-week afterschool program)

of Participants: 10

Size of Project: 10' x 12'

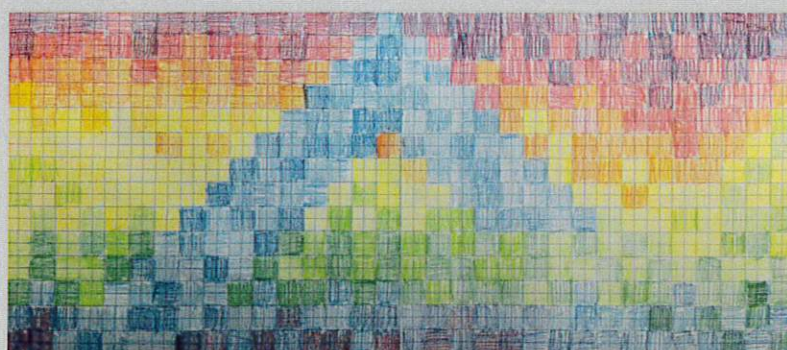


CREATIVE COLLABORATIVE

"Work Together, Play Together"



ADVANCED BUSINESS CENTER



Price Range: \$2,500 +

Length of Project: 1 - 2 Days

of Participants: 50 +

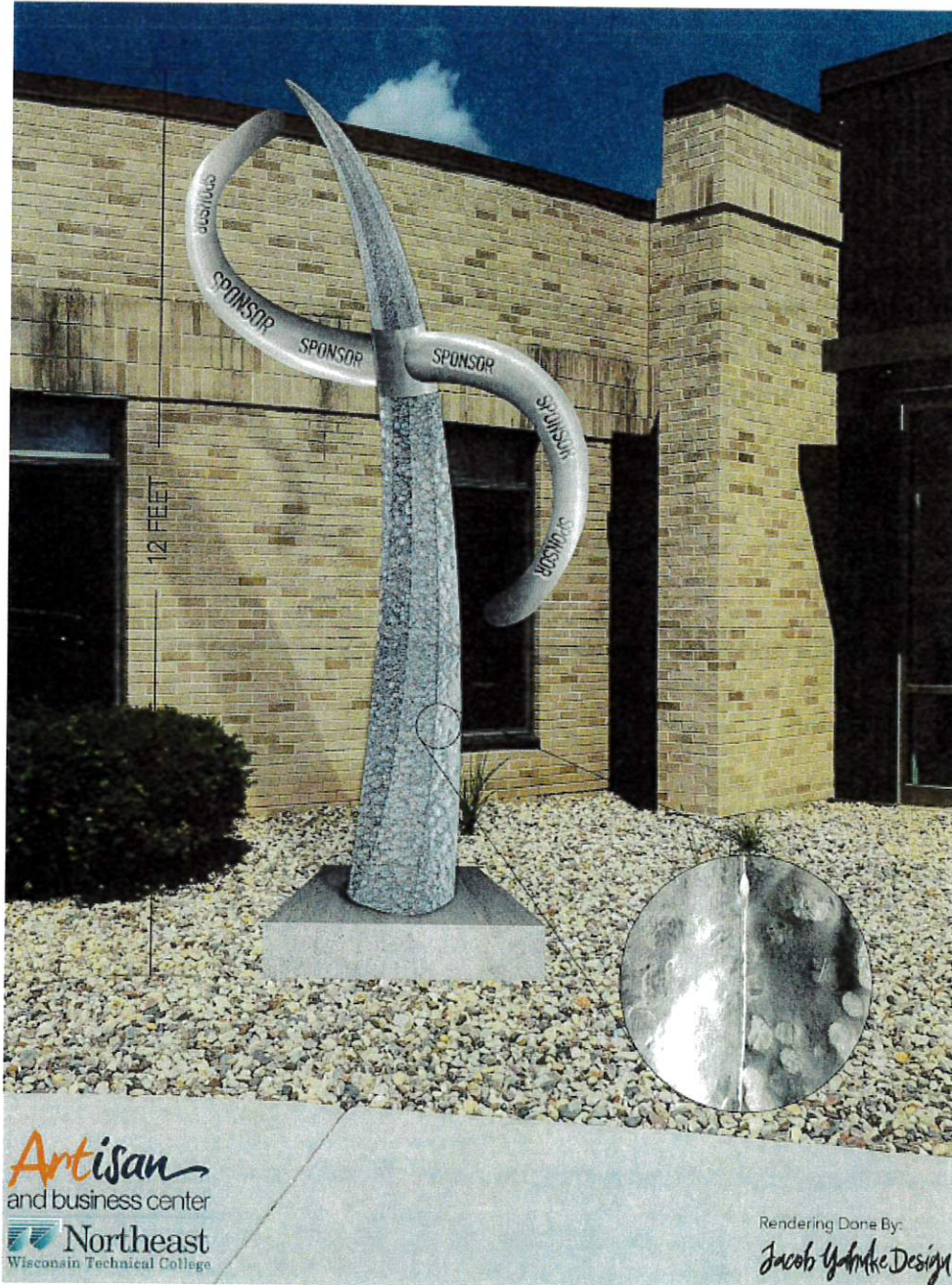
Size of Project: 10' X 22'

AGP Grading Form: CP 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 Mural



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

1. Theme/Motif Grade *

Please include the number of points you would award for this category and any notes or thoughts you think are important.

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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

2. Budget Grade *

Please include the number of points you would award for this category and any notes or thoughts you think are important.

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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

3. Experience Grade *

Please include the number of points you would award for this category and any notes or thoughts you think are important.

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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

4. Originality Grade *

Please include the number of points you would award for this category and any notes or thoughts you think are important.

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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

5. 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.

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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

6. 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.

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.....

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

7. Access/Location Grade *

Please include the number of points you would award for this category and any notes or thoughts you think are important.

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.....

Skip to question 8.

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

8. Do you approve of this piece/project? *

Mark only one oval.

- ☐ Yes
- ☐ No
- ☐ Maybe

9. If you answered yes to the above, what \$ amount do you wish to award? If you answered maybe, please explain why. *

.....

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10. Any final comments/questions:

.....

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.....

.....



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

November 5, 2018

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # P.3.

To approve the Annual Grant Program application from Alex Zacarias for \$600.00.

BACKGROUND

Award-winning filmmaker Alex Zacarias, in collaboration with Dee Sweet, field organizer for WI Native Vote, and Phillip Lopez, organizer for For Our Future Fund Wisconsin, proposed a multi-media project consisting of street projections with a central message to GET OUT THE NATIVE VOTE for the 2018 mid-term elections. The Neville Museum will be providing their exterior wall for this project, and it is anticipated that other buildings will be utilized as well. The projections will take place for several nights leading up to election day. Alex Zacarias is requesting \$1,500 from the Green Bay Public Arts Commission to fulfill this project.

RECOMMENDATION

Approval of Alex Zacarias' Annual Grant Program application request for a multi-media project to take place at the Neville Museum, subject to minor technical revisions.

FISCAL IMPACT

ATTACHMENTS

1. AGP Application_A.Zacarias
2. AGP Grading-A.Zacarias
3. A.Zacarias - Example 1
4. A.Zacarias - Example 2

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: Alex Zacarias

APPLICANT/ORGANIZATION NAME: Alex Zacarias

STREET ADDRESS: 2313 Sunrise Court, Green Bay, WI 54302

MAILING ADDRESS (IF DIFFERENT): _____

CITY: Green Bay STATE: Wisconsin ZIP CODE: 54302

TELEPHONE (DAYS): 920.265.0011

E-MAIL ADDRESS: alex@3Nvideopro.com

PROJECT TITLE: Native Vote "GLYPH" Project

WHERE PROJECT WILL OCCUR: City of Green Bay Downtown Area

START DATE: October 27, 2018 END
DATE: November 6, 2018

ESTIMATED TOTAL COST: \$1500 ADDITIONAL INCOME: _____

AMOUNT REQUESTED FROM GBPAC: \$1500 (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?

From 2000 to 2005 I was chairman of the City of Green Bay's Mayor's Hispanic Advisory Council under Mayor Paul Jadin. As chair I helped create events for Green Bay's Latino community including the Annual Hispanic Information Fair held at Bay Beach that included overseeing and contracting musical performances and artists for the public. Also under the city council I also created the annual Hispanic Independence Parade in Green Bay requiring collaboration and meeting all permits and licensing as required by the City of Green Bay.

IN THE SPACE PROVIDED, BRIEFLY DESCRIBE YOUR PROJECT: (Additional pages may be attached: 1 full page maximum.)

"Glyph!" is a multi-media project whose central message is to GET OUT THE NATIVE VOTE for the 2018 mid-term elections. Street projections is the art of creating video and image displays that make buildings come alive in light, color and motion and one of the most effective and exciting ways of reaching audiences. Projection artists will combine a large video display in an urban setting, with features of spontaneous expressions by tribal members, and interpretive historical scenes, designed to provoke Native American civic participation in the electoral process. This is a collaborative effort between award-winning filmmaker, Alex Zacarias, Dee Sweet, field organizer for WI Native Vote (WNV), and Phillip Lopez, Organizer for For Our Future Fund Wisconsin (FOFF) and hip hop artist.

The Neville Museum will be providing their exterior wall space for this project. It is anticipated that other building wall 'canvases' will be available for this project.

PROJECT OBJECTIVE:

WI Native Vote is a model concept designed by WLCVI, whose essential mission is directed towards the concerns and conservation of the natural environs of the state of Wisconsin. The organization is statewide, with Dee working primarily with the First Nations of Oneida and Menominee to improve the voter turnout in those communities and utilizing culturally informed strategies to do so (i.e. environmental stewardship, extended family systems, oral transmission of both values and personal narratives).

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
Photography and video to be projected for the event.	1000
TOTAL	

(Please indicate via check box below if GBPAC funds will be used for the expense listed.)

Supplies/Materials	Amount	Check off
TOTAL		

Publicity/Postage	Amount	Check off
TOTAL		

Services/Fees/Rentals	Amount	Check off
Projector and audio equipment rental @ \$150 per day X 6 days	900	
TOTAL		

Honorary/Personnel	Amount	Check off
Artist/Producer Alex Zacarias fees	600	
TOTAL		

Travel/Other Expenses	Amount	Check off
TOTAL		

Total Expenses must equal Total Income on Page 4

TOTAL EXPENSES	2500
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PROJECT INCOME

In-Kind Contributions - Must equal In-Kind Expenses (item, source, amount) *	Amount
Photography and video footage and equipment	1000
TOTAL	

Committed Funds (donors and amount)	Amount
TOTAL	

Anticipated Funding (donor and amount)	Amount
TOTAL	

GBPAC Grant Funds Requested	TOTAL	1500
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Total Income must equal Total Expenses from Page 3	TOTAL INCOME	2500
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* 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.

Any questions feel free to contact the Public Arts Coordinator at: 920 -448-3142
Annual Grant Program Application

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: Alex Zacarias

APPLICANT/ORGANIZATION NAME: Alex Zacarias

STREET ADDRESS: 2313 Sunrise Court, Green Bay, WI 54302

MAILING ADDRESS (IF DIFFERENT): _____

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ESTIMATED TOTAL COST: \$1500 ADDITIONAL INCOME: _____

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remember to attach several examples of previous work - Maximum of 4 examples.)

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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
Photography and video to be projected for the event.	1000
TOTAL	

(Please indicate via check box below if GBPAC funds will be used for the expense listed.)

Supplies/Materials	Amount	Check off
TOTAL		

Publicity/Postage	Amount	Check off
TOTAL		

Services/Fees/Rentals	Amount	Check off
Projector and audio equipment rental @ \$150 per day X 6 days	900	
TOTAL		

Honorary/Personnel	Amount	Check off
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Travel/Other Expenses	Amount	Check off
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Total Expenses must equal Total Income on Page 4

TOTAL EXPENSES	2500
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TOTAL	

GBPAC Grant Funds Requested	TOTAL	1500
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Any questions feel free to contact the Public Arts Coordinator at: 920 -448-3142
Annual Grant Program Application

ANNUAL GRANT PROGRAM – SCORING FORM

Applicant: Alex Zacarias

Project: Native Vote “GLYPH” Project

October 24, 2018

FACTOR	MAX POINTS	Commission Score	Notes
ALIGNMENT WITH STRATEGY	20		
Enhances environment of public space	5		
Safe to the public	5		
Design/idea is relevant to community	5		
Applicant demonstrates experience in public art with previous work/examples	5		
DESIGN AND THEME	20		
Overall form and character	5		
Ideas fully explored throughout piece	5		
Project is accessible to all	5		
High potential to reach targeted audiences	5		
ORIGINALITY	15		
Creativity of design/idea	5		
Originality of design/idea	5		
Engaging to audience	5		
BUDGET	5		
Applicant has realistically assessed their costs	5		
TOTAL POINTS POSSIBLE	60		

Do you approve of this project?

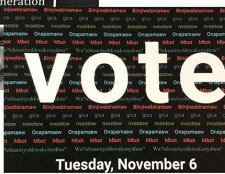
Yes

No

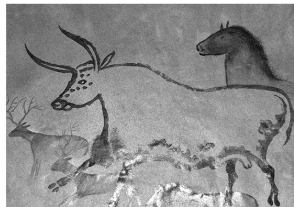
Maybe

If you answered yes, what \$ amount do you wish to award? If you answered maybe, please explain why. Reminder: the maximum award amount is \$1,500.

Final Comments/Questions:



A PROJECTED
DISPLAY OF HERITAGE ONTO THE
NEVILLE MUSEUM





A PROJECTED
DISPLAY OF HERITAGE ONTO THE
NEVILLE MUSEUM

Please join us & lift our call to action

OCTOBER 25TH
6:30 – 7:30 PM

A creative expression
A signal to tribes across Wisconsin
Reclaim Our Voice & VOTE✓

Opening ceremony by
Frank Montano

Ojibwe Elder, Traditional Flute Musician

accompanied by

Dee Sweet	Phillip II
WI Native Vote, Activist	For Our Future WI, Hip Hop Artist



City of Green Bay Sustainability Commission 2018-19 Work Plan

[illegible]

City of Eau Claire Sustainability Advisory Committee 2018 Work Plan



Year Theme: Towards a Renewable City

What	Anticipated Outcome, Product or Result	Idea Source	Specific Actions	Target Dates	Identified Partners	Point Person
Projects						
Carbon neutrality & 100% Renewable Energy Goals	City enacts two major 2050 goals to reduce greenhouse gases and increase use of renewable energy. Goals will drive the action planning and implementation process.	Exec. Report on Paris Agreement, Comp Plan Sustainability Chapter (SC) - pg. 15-12 (replaces 25% RE goal) Strategic Plan – Fostering Econ. Dev./Jobs	Per council sponsorship, adopt by resolution carbon neutrality and 100% renewable energy targets by 2050. Replaces 25% by 2025 renewable electricity and fleet fuel goals.	COMPLETED Goals adopted in March 2018	City Council	Ned Noel
Global Covenant of Mayors for Climate & Energy (or equivalent person)	Gain access to resources to assist with achieving our 2050 sustainability goals.	Exec. Report on Paris Agreement	Consider joining this resource network for standardization and collective action. Adopt above goals, complete baselines, begin action plan and report progress.	By end of 2018	Other network cities	Ned Noel
City-wide Climate Action Plan	Produce a plan that guides our future work plans and next steps to achieve greenhouse gas emission reductions and increases in renewable energy.	Exec. Report on Paris Agreement, Comp Plan – pg. 15-30 #3.2 & Health Chp. pg. 42 SP – Environmental Sustainability Value	Complete the action plan consistent with goal targets, including implementation strategies and tools. Seek available grants.	Start in 2018. End before or by mid-2019.	Multiple sectors: utilities, buildings, large businesses, waste, transportation, UWEC, residents	Ned Noel
Baseline Emission Inventory Updates	See progress on community and municipal greenhouse gas reductions	Exec. Report on Paris Agreement, Comp Plan – pg. 15-12 #1	Obtain source data, use ICLEI ClearPath to determine inventories.	Ongoing	Utility, waste, transportation, building sectors	Ned Noel

What	Anticipated Outcome, Product or Result	Idea Source	Specific Actions	Target Dates	Identified Partners	Point Person
Partnerships with Electric Utilities	Increase customer participation in renewable energy programs and partner in energy action planning efforts to use energy more efficiently and increase renewables.	Exec. Report on Paris Agreement, SC Chapter Page 15-6 #8.	Similar to Xcel's MN Partners in Energy program to work together to advance renewable energy projects, planning, data sharing, energy efficiency and load management programs, etc.	By end of 2018	Xcel Energy and Eau Claire Energy Cooperative	Ned Noel
Clean Energy /Green Collar Jobs	Increase the amount of clean energy jobs by leveraging the renewable energy and emission goals	SC Chapter Page 15-6 #7, 15-25 – 15-26 SP – Fostering Econ. Dev./Jobs., 25x25 resolution to capture 10% of the clean energy industry. SC Comp Plan – pg. 15-31 #4.15	Explore providing incentives to attract companies. Explore renewable energy powered business park(s). Continue to market Property Assessed Clean Energy (PACE)	End of 2018	Economic Development, Utilities, CVTC, Chamber, etc.	Ned Noel, Economic Development
Support Electric Vehicles (EVs) <i>(carry-over from 2017)</i>	Increase Electric Vehicles/ Zero Emission Vehicles (ZEVs) as a cleaner transportation option by enabling marketplace. Lowers local air pollution.	Exec. Report on Paris Agreement, SC Comp Plan – pg. 15-29 #3.1, Strategic Plan – pg. 5 #5c. support Alternative Transportation	Pursue funding/grants (Electrify America/VW Settlement funding) or partnerships to provide educational material/ events, fleet vehicles or charging infrastructure.	By end of 2018	WI Clean Cities Coalition, Utilities, State Office of Energy Innovation, WisDOT/DOA,UWEC, Tesla. Possibly collaborate with BPAC, Community Services/Engineering on edu., fleet/ transit or infrastructure when appropriate.	Ned Noel, Engineering

What	Anticipated Outcome, Product or Result	Idea Source	Specific Actions	Target Dates	Identified Partners	Point Person
Energy Efficient Transit	Support transit manager and transit commission on opportunities for improved service response and system energy efficiency.	SC Comp Plan – pg. 15-24 #3. Strategic Plan – pg. 5 #5c. support Alternative Transportation	Seek funding for micro-transit planning and other possible innovations that dovetail with transit development plan update.	End of 2018	Transit	Transit, Ned Noel
Organic waste stream diversion <i>(Towards Zero Waste)</i>	Transition haulers to pick up organic waste stream curbside	Exec. Report on Paris Agreement, SC Comp Plan – pg. 15-10 #5,6. and pg. 15-32 #5.18	Work with Eau Claire County, waste haulers, and other stakeholders to develop a more efficient means to collect and compost organic materials.	2018-2019	Health Department, Legal, haulers, DNR	Ned Noel, Health Dept., Legal,
Promote Native Landscaping	Reduce need for over watering, pesticides and chemical fertilizers, increase carbon sinks and pollinator habitat.	SC Comp Plan – pg. 15-10 #6.	Explore opportunities for education and incentives. Create a demo site for educational.	End of 2018	UW-Extension, Master Gardeners, CVTC	Ned Noel
Eco-Design Guidance	Voluntary guidance on ideas for sustainable urbanism, buildings and low-emission development	SC Comp Plan – pg. 15-19 – 15-22 #1-6.	Brochure, flyer or webpage. “Lighter, quicker, cheaper” alternative than a manual.	End of 2018	CVTC, AIA chapter, CV Home Builders	Ned Noel

What	Anticipated Outcome, Product or Result	Idea Source	Specific Actions	Target Dates	Identified Partners	Point Person
Education and Promotion Initiatives						
Sustainability Education & Events	Increase community education and action in key areas like energy, waste, water, food, etc.	Comp. Plan SC – edu./promotion pgs. 15-29 #1.1-1.5 & 15-32 #5.19-5.20	Present at events. Provide materials for public. Work with stakeholders.	Ongoing	WI Academy of Sciences, Arts & Letters April 24-25 event, UWEC, EV demo, Sustainability Fair, Jam It for the Planet Event, other community stakeholders/sponsors/funders.	Ned Noel
Sustainability Annual Awards	Recognize others' accomplishments and build up further results.	SC Comp Plan - edu./promotion.	Program completed. 10 awards issued in 2017.	Issue awards at World Environment Day ceremony	Council VIP, Media	Ned Noel
Annual Report	Communicate success & transparency to city council and public regarding committee's work plan and the municipality in general.	Required as a DNR Green Tier Legacy Community. SC Comp Plan – pg. 15-28 #4	Obtain data, track metrics, compile report and report to DNR. Create a standardized data gathering process for the City.	Released by end of 2 nd quarter	Various City Depts., Utilities, fuel companies, waste haulers, etc.	Ned Noel



SUSTAINABLE DEVELOPMENT GOALS



Sustainable Development Goals

- Goal 1: End poverty in all its forms everywhere
- Goal 2: End hunger, achieve food security and improved nutrition and promote sustainable agriculture
- Goal 3: Ensure healthy lives and promote well-being for all at all ages
- Goal 4: Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all
- Goal 5: Achieve gender equality and empower all women and girls
- Goal 6: Ensure availability and sustainable management of water and sanitation for all
- Goal 7: Ensure access to affordable, reliable, sustainable and modern energy for all
- Goal 8: Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all
- Goal 9: Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation
- Goal 10: Reduce inequality within and among countries
- Goal 11: Make cities and human settlements inclusive, safe, resilient and sustainable
- Goal 12: Ensure sustainable consumption and production patterns
- Goal 13: Take urgent action to combat climate change and its impacts
- Goal 14: Conserve and sustainably use the oceans, seas and marine resources for sustainable development
- Goal 15: Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss
- Goal 16: Promote peaceful and inclusive societies for sustainable development, provide access to justice for all and build effective, accountable and inclusive institutions at all levels
- Goal 17: Strengthen the means of implementation and revitalize the global partnership for sustainable development

Taken from Global View Magazine, page 2.
Published by Globalview.at, on February 2015
in New York, NY



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

November 5, 2018

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # S.I.

To approve as amended the Development Agreement Amendment Number Two (2) with GBES Owner I, LLC for East Town Mall Redevelopment at 2350 E. Mason St. (Tax Parcel 21-126-7) and 2350-2390 E. Mason St. (Tax Parcel 21-126-3), subject to minor legal and technical revisions.

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

BACKGROUND

A Developer, GBES Owner I, LLC, continues to work on reconfiguring the largely-vacant existing East Town Mall property into a multi-tenant retail power center with national name brands.

The Developer is seeking consent to sell 2350-2390 E. Mason Street (Tax Parcel 21-126-3)("Property B"), which contains the Petco and Hobby Lobby, to an unrelated third party, in order to move forward with the redevelopment of the main mall structure at 2350 E. Mason St. (Tax Parcel 21-126-7)("Property A"). The Developer is also requesting additional time to submit construction plans and obtain approvals.

The Developer remains committed that assessed property values will not be less than \$7,325,000 by 1 January 2019; \$15,160,000 by 1 January 2020; and \$18,000,000 by 1 January 2022.

RECOMMENDATION

Approve Development Agreement Amendment Number Two (2) with GBES Owner I, LLC for East Town Mall Redevelopment at 2350 E. Mason St. (Tax Parcel 21-126-7) and 2350-2390 E. Mason St. (Tax Parcel 21-126-3), subject to minor legal and technical revisions.

FISCAL IMPACT

There are no changes to the TIF Incentive. No levy dollars will be used for this project.

ATTACHMENTS

1. 8 - East Town - 21-126-7 - 181101 - Development Agreement Amendment 2 - Redlined
2. 8 - East Town - 21-126-7 - 181031 - Development Agreement Amendment 2 - Parcel Map
3. 8 - East Town - 21-126-7 - 180307 - Development Agreement Amendment - Executed
4. 8 - East Town - 21-126-7 - 170919 - Development Agreement - Executed

AMENDMENT NO. 2 TO
DEVELOPMENT AGREEMENT 17-03
EAST TOWN MALL REDEVELOPMENT

THIS AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT 17-03 (“Amendment 2”) is made by and between the City of Green Bay, Wisconsin, the Redevelopment Authority of the City of Green Bay, Wisconsin (collectively “Green Bay”), and GBES Owner I, LLC, (“Developer”), as of the ____ day of _____, 2018. Individually, each of the foregoing is a “Party”, and they are collectively, the “Parties”.

R E C I T A L S

WHEREAS, the Parties entered into a Development Agreement 17-03 East Town Mall Redevelopment (the “Agreement”) as of the 19th day of September, 2017; and

WHEREAS, the Parties entered into Amendment No. 1 to the Development Agreement 17-03 East Town Mall Redevelopment (“Amendment No. 1”) as of the 19th day of March, 2018; and

WHEREAS, the Parties have agreed to enter into this Amendment No. 2, as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the Parties agree to the following amendments to the Agreement, as amended by Amendment No. 1:

1. The definition of “Property”, as set forth in Article I, Section 1.1, of the Agreement is stricken in its entirety, and substituted therefore is the following:

“Property A means the parcel identified as 2350 East Mason Street, Tax Key No. 21-126-7 in the City of Green Bay, Wisconsin, described in Exhibit A, containing approximately 14.809 acres.

Property B means the parcel identified as 2350-2390 East Mason Street, Tax Key No. 21-126-3 in the City of Green Bay, Wisconsin, described in Exhibit A, containing approximately 5.788 acres.

Collectively, Property A and Property B are referred to herein as the “Property”.”

2. Subparagraph (c) in Article III, Section 3.1(5) is stricken in its entirety, and substituted therefore is the following:

“Developer intends to sell Property B to an unrelated third party. In the event such intention results in the sale of Property B to an unrelated third party, Developer will not file an objection to a real property assessment of Property A, if

the combined assessments of Property A and Property B are \$4,000,000, or less, in 2017, \$7,325,000, or less, in 2018 and 2019 and \$15,160,000, or less in 2020 and 2021, and \$18,000,000, or less, in 2022 and thereafter during the Term of this Agreement. Upon recording of the intended conveyance of Property B to an unrelated third party, Property B, its new owner and new owner's successors, assigns and mortgage lenders are released from any and all responsibilities provided in the Agreement, as amended, except as provided by the provisions of the Agreement, as amended, contained in Article III, Section 5(d). All of Developer's obligations, including but not limited to the guarantee set forth in Article III, Section 5(a), shall continue.

3. The dates specified in Article III, Section 3.1(1) are changed:

- a) From September 30, 2018 to December 31, 2018, and
- b) From October 31, 2018 to January, 31, 2019

4. A new provision is added as Article III, Section 3.1(6), reading:

"Developer shall execute a long-term lease agreement with a national commercial tenant no later than December 31, 2018."

45. The date specified in Article III, Section 3.1(2) is changed from April 1, 2019 to August 1, 2019.

56. All other provisions of the Agreement, as amended, remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date above indicated.

GBES OWNER I, LLC

By: _____
Shlomo Chopp, Manager

STATE OF NEW YORK)
) SS.
KINGS COUNTY)

Personally came before me this ____ day of September, 2018, the above-names SHLOMO CHOPP, the Manager of GBES Owner I, LLC, to be known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of New York

My Commission expires: _____

CITY OF GREEN BAY, WISCONSIN

By: _____
James Schmitt, Mayor

ATTEST:

By: _____
Kris A. Teske, Clerk

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

By: _____
Gary Delveaux, Vice-Chair

By: _____
Kevin J. Vonck, Executive Director

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____ day of September, 2018, the above-names GARY DELVEAUX, the Vice-Chair of the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, to me known to be the person who executed the foregoing instrument and acknowledged the same.

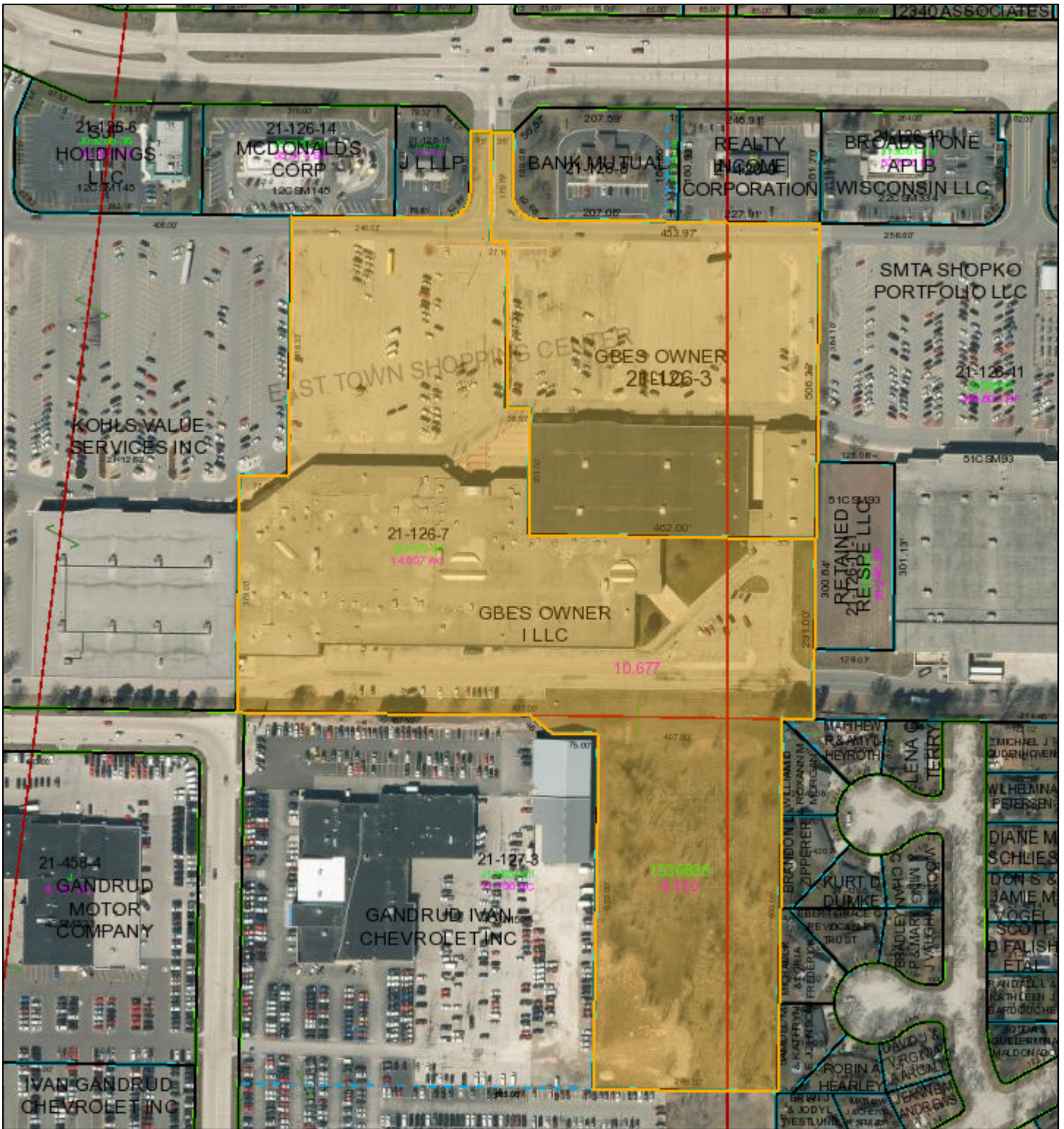
Notary Public, State of Wisconsin
My Commission Expires: _____

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____ day of September, 2018, the above-names KEVIN J. VONCK, the Executive Director of the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: _____

East Town Mall



10/31/2018, 8:49:34 AM

1:2,716

TaxParcel

 TaxParcel

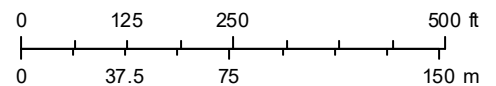
☐ Condominium

Undetermined

 Gap; Overlap

 Hydrography

Right of Way



Brown County Municipalities
Brown County
Brown County WI

AMENDMENT NO. 1 TO
DEVELOPMENT AGREEMENT 17-03
EAST TOWN MALL REDEVELOPMENT

THIS AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT 17-03 ("Amendment") is made by and between the City of Green Bay, Wisconsin, the Redevelopment Authority of the City of Green Bay, Wisconsin (collectively "Green Bay"), and GBES Owner I, LLC, ("Developer"), (individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Parties have entered into Development Agreement 17-03 East Town Mall Redevelopment (the "Agreement") as of the 19th day of September, 2017, which Agreement provided alternative provisions regarding the Base Year Value of the Property for 2017, and

WHEREAS, the Parties have agreed to resolve their dispute on the Base Year Value of the Property for 2017; and

WHEREAS, Article III, Section 3.1 (5.3)(a) of the Agreement provides "If the Base Value of the Property is neither \$3,000,000 nor \$7,325,000 the Parties shall confer and mutually agree on the amendments required by the Base Value determination", and the Parties have done so,

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the Parties agree to the following amendments to the Agreement:

1. The Paragraph in Article III of the Agreement denominated 3.1(5) is stricken in its entirety; and substituted therefore is the following:

"Article III, Section 5, Developer further agrees:

- (a) Developer guarantees that the Value of the Property will be not less than \$4,000,000 on January 1, 2017, not less than \$7,325,000 on January 1, 2018 and January 1, 2019, not less than \$15,160,000 on January 1, 2020 and January 1, 2021, not less than \$18,000,000 on January 1, 2022 (each of the foregoing amounts is referred to herein as the "Guaranteed Value" and the dates as the "Valuation Date"), and Developer further guarantees that the \$18,000,000 Guaranteed Value will continue through the Term of this Agreement, pursuant to Section 8.10 herein.

- (b) For the tax year of the initial Valuation Date and thereafter during the Term of this Agreement, Developer guarantees that the amount due to Green Bay on the Value of the Property shall be not less than the Guaranteed Value in Section 3.1 (5)(a) of this Agreement, multiplied by the assessment ratio for the relevant year and multiplied by the mill rate for the relevant year. Developer agrees that, in the event the property taxes due for any year covered by this Agreement shall be based on a Value less than the Guaranteed Value in Section 3.1 (5)(a) of this Agreement, Green Bay may submit a bill to Developer for the differential ("Differential Payment"). For example, assume a Valuation Date of January 1, 2020. Should the assessment ratio be 100% and the mill rate be \$23/M, the amount required to be paid to Green Bay under this Agreement for taxes for 2020 is \$348,680. If the amount which would be due on \$15,160,000 is \$348,680, and the amount of property taxes billed, with the same assumptions, is on \$14,000,000, or \$322,000, the billable Differential Payment is \$26,680. Such a billing shall be submitted to Developer by the City Treasurer by January 15 of the year following the relevant tax year and shall be paid in full by Developer, without interest thereon, by February 15 of that year. If not fully paid when due, the amount remaining unpaid on and after February 15 shall accrue interest at a rate of six percent (6%) per annum until fully paid, notwithstanding any other provision of this Agreement.
- (c) Developer will not file an objection to a real property assessment of the Property which is \$4,000,000, or less, in 2017, \$7,325,000, or less, in 2018 and 2019, \$15,160,000, or less, in 2020 and 2021, and \$18,000,000, or less, in 2022 and thereafter during the Term of this Agreement.
- (d) No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property without Green Bay's approval, which approval shall not be unreasonably withheld or delayed. The definition of structure shall be the definition contained within the Green Bay Zoning Ordinance.

2. Article IV is stricken in its entirety, and substituted therefore is the following:

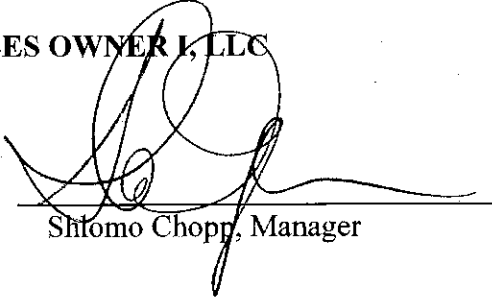
“Article IV – Property Base Value. The Parties agree that the Base Year Value of the Property is \$4,000,000.

3. All other provisions of the Agreement remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date above indicated.

GBES OWNER I, LLC

By: 

Shlomo Chopp, Manager

STATE OF NEW YORK)
) ss.
KINGS COUNTY)

Personally came before me this 19 day of March, 2018, the above-named SHLOMO CHOPP, the Manager of GBES Owner I, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public, State of New York

My Commission expires: 2/8/19

MALKA RENNERT
Notary Public, State of New York
No. 24 - 5007973
Qualified in Kings County
Commission Expires Feb. 8, 2019

CITY OF GREEN BAY, WISCONSIN

By: _____

James Schmitt, Mayor

ATTEST: _____

By: _____

Kris A. Teske, Clerk

REDEVELOPMENT AUTHORITY OF
THE CITY OF GREEN BAY, WISCONSIN

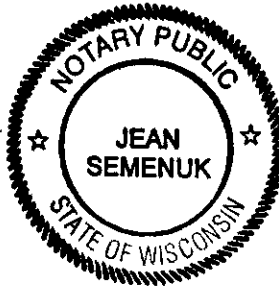
By: Gary Delveaux
Gary Delveaux, Vice-Chair

By: Kevin J. Vonck
Kevin J. Vonck, Executive Director

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally came before me this 7th day of March, 2018, the above-named GARY DELVEAUX, the Vice-Chair of the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, to me known to be the person who executed the foregoing instrument and acknowledged the same.

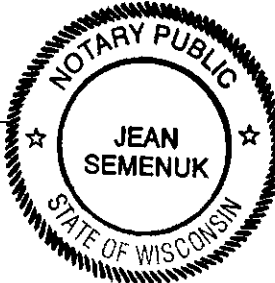
Jean Semenuk
Jean Semenuk
Notary Public, State of Wisconsin
My Commission expires: 7/13/2020



STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally came before me this 7th day of March, 2018, the above-named KEVIN J. VONCK, the Executive Director of the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jean Semenuk
Jean Semenuk
Notary Public, State of Wisconsin
My Commission expires: 7/13/2020



DEVELOPMENT AGREEMENT 17-03
EAST TOWN MALL REDEVELOPMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), made as of the 19 day of ~~SEPTEMBER~~, 2017, by and between the City of Green Bay, Wisconsin, the Redevelopment Authority of the City of Green Bay, Wisconsin (collectively "Green Bay"), and GBES Owner I, LLC., ("Developer"), (individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Green Bay desires to encourage development, expand the tax base, create new jobs and eliminate and prevent blight within the City; and

WHEREAS, for these purposes, Green Bay has created Tax Incremental District No. 19 ("TID No. 19") pursuant to Wisconsin Statutes; and

WHEREAS, Developer has purchased the property located at 2350 East Mason Street, Green Bay, Tax Key No. 21-126-7 and the property located at 2350-2390 East Mason Street, Green Bay, tax Key No. 21-126-3 (the "Property"), which is within TID No. 19, which Property is more fully described in Exhibit A; and

WHEREAS, Developer intends to make improvements to the Property in conjunction with its planned use of the Property for retail spaces to be occupied by retail tenants and others, (the "Project"); and

WHEREAS, Developer has requested Tax Incremental Finance ("TIF") assistance from Green Bay with regard to certain expenses, including, but not limited to, environmental remediation, remodeling, repair or reconstruction of the existing buildings and parking and drive areas and public works infrastructure, all of which will constitute qualified expenditures for which TIF assistance may be afforded Developer; and

WHEREAS, Green Bay has determined that (1) redevelopment of the Property and (2) construction of the Project will serve to encourage development, eliminate and prevent blight within Green Bay, is in the best interests of Green Bay and its residents, and is consistent with the Green Bay Comprehensive Plan; and

WHEREAS, Developer has filed, or will file, with Green Bay:

1. A schedule showing the name of Developer and the mailing address and telephone number of Developer's representatives for the Project incorporated by reference herein as Exhibit B.

2. The plans, specifications, documents and exhibits ("Plans and Specifications"), if and as required by Green Bay, for the redevelopment of the Property and the Project, it being

acknowledged some of the foregoing may be submitted for approval after execution of this Agreement and attached at the time of approval, incorporated by reference herein as Exhibit C.

AND WHEREAS, Developer has filed or will file with Green Bay an application for use and occupancy approvals for the Property, and applications for construction of the Project, Green Bay having given favorable conceptual approval to the proposed Project;

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree, as follows:

ARTICLE I DEFINITIONS; CONDITIONS PRECEDENT

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement” means this Redevelopment Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms;

“Base Value” means the Value of the Property in Article IV;

“Differential Payment” means the amount to be paid by Developer as the shortfall, if any, between the amount of taxes due on the Guaranteed Value and the amount of taxes actually billed, for any year;

“Green Bay” means the City of Green Bay, Wisconsin and the Redevelopment Authority of the City of Green Bay;

“Guaranteed Value” means the amount specified in Section 3.1(5)(a) of this Agreement;

“Incremental TIF Revenues” means the real and personal property tax revenues generated by the Property, in excess of tax revenues generated by the Base Value of the Property, from tax year 2017 to the end of the Term of this Agreement. Incremental TIF Revenues do not include real estate taxes payable to the State of Wisconsin;

“Plans and Specifications” means the plans and specifications for the Project, to be prepared by Developer and approved by Green Bay, including Exhibit C attached hereto;

“Prime Rate” means the prime rate as established from time to time by Citibank, N.A.;

“Project” means the redevelopment of the Property in accordance with the Plans and Specifications;

“Property” means the parcels identified as 2350 East Mason Street, Tax Key No.

21-126-7 and 2350-2390 East Mason Street, Tax Key No. 21-126-3, in the City of Green Bay, Wisconsin, described in Exhibit A, containing approximately 20.597 acres;

“Term” has the meaning set forth in Section 8.10 of this Agreement;

“Valuation Date” means the dates specified in Section 3.1(5)(a) of this Agreement;

“Value” means fair market value and does not include the value of any government subsidy or program.

Section 1.2 Condition Precedent. Pursuant to the provisions of Wis. Stat. §66.1105, the Tax Increment Law, Developer has requested that Green Bay include the Property within TID No. 19, in order to provide part of the financing for certain costs of the Project. The inclusion of the Property within TID No. 19 by September 30, 2017 is a condition precedent to the Developer’s obligations under this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of Green Bay. Green Bay makes the following representations and warranties:

(1) The City of Green Bay is a municipal corporation of the State of Wisconsin and the Redevelopment Authority of the City of Green Bay is a public body politic of the State of Wisconsin, and each has the power to enter into this Agreement and carry out its obligations hereunder.

(2) Green Bay makes no other representation or warranty, either express or implied, as to the Property, or its conditions or the soil conditions thereon, or that the Property shall be suitable for Developer’s purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Green Bay is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by Green Bay and no other or further acts or proceedings of Green Bay are necessary. This Agreement constitutes the legal, valid, and binding agreement and obligations of Green Bay, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity.

Section 2.2 Representations and Warranties of Developer. Developer makes the following representations and warranties:

(1) Developer is a Delaware Limited Liability Company in good standing in Wisconsin.

(2) Developer will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for staff approved non-substantive changes to the Plans and Specifications during construction which will not have a material adverse effect on the Project.

(3) The implementation of the Project would not be undertaken by Developer, and, in the opinion of Developer, would not be economically feasible within the reasonably foreseeable future, without the assistance to Developer by Green Bay as provided for in this Agreement.

(4) Developer will use its commercially reasonable and diligent efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals for the Project, and will comply, in a timely manner, with all ordinances and regulations which must be met before the Project may be lawfully implemented.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III UNDERTAKINGS BY DEVELOPER AND GREEN BAY

Section 3.1 Developer Obligations. Developer undertakes the following obligations, in consideration of the Green Bay obligations in Section 3.2, below.

(1) Developer will develop the Project at its sole cost under the Plans and Specifications, ~~to be submitted to Green Bay by Developer by September 30, 2018 and approved by Green Bay, provided that Developer's obligation to complete the Project pursuant to this Agreement is contingent on obtaining all required permits and approvals from Green Bay and other government authorities having jurisdiction, and if such approvals have not been obtained on or before October 31, 2018, Developer may terminate this Agreement without further notice or obligation.~~

(2) Following receipt of all approvals for the Project, Developer will commence improvements and commence building the Project as shown on Exhibit C, not later than April

1, 2019.

(3) Developer shall diligently pursue construction activities for the Project with the objective of completing all elements of the Project, on or before December 31, 2019.

(4) Developer agrees to develop the Project, in accordance with the Plans and Specifications, as filed and approved in final form by Green Bay. However, during the progress of the Project, Developer may make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate, to further Developer's development objectives; provided, however, any such change shall comply with all applicable laws of Green Bay, and Developer may not make any change without the written consent of Green Bay (not to be unreasonably withheld, conditioned or delayed). Green Bay agrees to consider and approve or reject any proposed change within thirty (30) days after submittal by Developer to Green Bay or such approval shall be deemed given; provided, if Green Bay's approval is needed within a shorter period of time due to Developer's construction schedule or its obligations under Sections 3.1 (2) or (3) of this Agreement, Green Bay shall provide such approval or rejection within ten (10) days of request, and Green Bay will reasonably cooperate with Developer to facilitate and expedite such review process. Such requests for approval shall be submitted to the Director of the Green Bay Department of Community and Economic Development, as representative of Green Bay.

(5) Developer further agrees to the following alternatives:

(5.1) If the Base Value of the Property is \$3,000,000.00:

(a) Developer guarantees that the Value of the Property will be not less than \$3,000,000.00 on January 1, 2017, not less than \$7,325,000 on January 1, 2018 and January 1, 2019, not less than \$15,160,000.00 on January 1, 2020 and on January 1, 2021, not less than \$18,000,000.00 on January 1, 2022 (each of the foregoing amounts is referred to herein as the "Guaranteed Value" and the dates as the "Valuation Date"), and Developer further guarantees that the \$18,000,000.00 Guaranteed Value will continue through the Term of this Agreement, pursuant to Section 8.10 herein.

(b) For the tax year of the initial Valuation Date and thereafter during the Term of this Agreement, Developer guarantees that the amount due to Green Bay on the Value of the Property shall be not less than the Guaranteed Value in Section 3.1 (5.1)(a) of this Agreement, multiplied by the assessment ratio for the relevant year and multiplied by the mill rate for the relevant year. Developer agrees that, in the event the property taxes due for any year covered by this Agreement shall be based on a Value less than the Guaranteed Value in Section 3.1 (5.1)(a) of this Agreement, Green Bay may submit a bill to Developer for the differential ("Differential Payment"). For example, assume a Valuation Date of January 1, 2020. Should the assessment ratio be 100% and the mill rate be \$23.00/M, the amount required to be paid to Green Bay under this Agreement for taxes for 2020 is \$348,680.00. If the amount which would be due on \$15,160,000.00 is \$348,680.00, and the amount of property taxes billed, with the same assumptions, is on \$14,000,000.00, or \$322,000.00, the billable Differential Payment

is \$26,680.00. Such a billing shall be submitted to Developer by the City Treasurer by January 15 of the year following the relevant tax year and shall be paid in full by Developer, without interest thereon, by February 15 of that year. If not fully paid when due, the amount remaining unpaid on and after February 15 shall accrue interest at a rate of six percent (6%) per annum until fully paid, notwithstanding any other provision of this Agreement.

(c) Developer will not file an objection to a real property assessment of the Property which is \$3,000,000.00, or less, in 2017, \$7,325,000.00, or less, in 2018 and 2019, \$15,160,000.00, or less, in 2020 and 2021, and \$18,000,000.00, or less, in 2022 and thereafter ending during the Term of this Agreement.

(d) No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property without Green Bay's approval, which approval shall not be unreasonably withheld or delayed. The definition of structure shall be the definition contained within the Green Bay Zoning Ordinance.

(5.2) If the Base Value of the Property is \$7,325,000.00:

(a) Developer guarantees that the Value of the Property will be not less than \$7,325,000.00 on January 1, 2017 and January 1, 2018 and January 1, 2019, not less than \$15,160,000.00 on January 1, 2020 and January 1, 2021 and not less than \$18,000,000.00 on January 1, 2022 (each of the foregoing amounts is referred to herein as the "Guaranteed Value" and the dates as the "Valuation Dates") and Developer further guarantees that the \$18,000,000.00 Guaranteed Value will continue during the Term of this Agreement.

(b) For the tax year of the initial Valuation Date and thereafter during the Term of this Agreement, Developer guarantees that the amount due to Green Bay on the Value of the Property shall be not less than the Guaranteed Value in Section 3.1 (5.2)(a) of this Agreement, multiplied by the assessment ratio for the relevant year and multiplied by the mill rate for the relevant year. Developer agrees that, in the event the property taxes due for any year covered by this Agreement shall be based on a Value less than the Guaranteed Value in Section 3.1 (5.2)(a) of this Agreement, Green Bay may submit a bill to Developer for the differential ("Differential Payment"). For example, assume a Valuation Date of January 1, 2020. Should the assessment ratio be 100% and the mill rate be \$23.00/M, the amount required to be paid to Green Bay under this Agreement for taxes for 2020 is \$348,680.00. If the amount which would be due on \$15,160,000.00 is \$348,680.00, and the amount of property taxes billed, with the same assumptions, is on \$14,000,000.00, or \$322,000.00, the billable Differential Payment is \$26,680.00. Such a billing shall be submitted to Developer by the City Treasurer by January 15 of the year following the relevant tax year and shall be paid in full by Developer, without interest thereon, by February 15 of that year. If not fully paid when due, the amount remaining unpaid on and after February 15 shall accrue interest at a rate of six percent (6%) per annum until fully paid, notwithstanding any other provision of this Agreement.

(c) Developer will not file an objection to a real property assessment of the Property which is \$3,000,000.00, or less, in 2017, \$7,325,000.00, or less, in 2018 and 2019,

\$15,160,000.00, or less, in 2020 and 2021, and \$18,000,000.00, or less, in 2022 and thereafter during the Term of this Agreement.

(d) No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property without Green Bay's approval, which approval shall not be unreasonably withheld or delayed. The definition of structure shall be the definition contained within the Green Bay Zoning Ordinance.

(5.3) If the Base Value of the Property is neither \$3,000,000.00 nor \$7,325,000.00:

(a) The Parties shall confer and mutually agree on the amendments required by the Base Value determination.

(b) No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property without Green Bay's approval, which approval shall not be unreasonably withheld or delayed. The definition of structure shall be the definition contained within the Green Bay Zoning Ordinance.

Section 3.2 Green Bay Obligations. Green Bay undertakes the following obligations, in consideration of the obligations of Developer in Section 3.1, above.

(1) Green Bay shall timely process all necessary or required development and use approvals for the Project, pursuant to applicable City Ordinances.

(2) Green Bay shall provide Project Assistance to Developer through a Project Grant and through Pay Go Payments, up to a maximum total amount of three million dollars (\$3,000,000.00).

(a) Project Grant. Provided Developer is in compliance with the current relevant terms of this Agreement, Green Bay shall provide one million five hundred thousand dollars (\$1,500,000.00) to Developer, or its designee, as a Project Grant, in equal payments of three hundred thousand dollars (\$300,000.00) to Developer, or Developer's Assignee, on June 1, July 1, August 1, September 1, and October 1, 2019.

(b) Pay Go Payments. Green Bay shall make annual payments to Developer, or its designee, from surplus Incremental TIF Revenues, beginning with the collection of 2020 taxes, under the following formula:

(i) There shall first be deducted from Incremental TIF Revenues 110% of the debt service incurred by Green Bay to fund the Project Grant for the relevant year.

(ii) If all of the Incremental TIF Revenues are required to meet 110% of the debt service obligations incurred to fund the Project Grant for the relevant year, there shall be no Pay Go Payment for that year.

(iii) If there is surplus Incremental Tax Revenues, seventy five percent (75%) of that amount shall be paid to Developer, or its designee, within thirty (30) days of payment in full of (1) all taxes, (2) any special assessments levied against the Property under Wis. Stats. §66.0701-0733 then due and payable, and (3) any special charges levied against the Property under Wis. Stat. §66.0627. In no event shall such payments continue after the earlier of December 31, 2037 or the date on which the Developer has received the maximum Project Assistance of three million dollars (\$3,000,000.00). Payments under this sub-paragraph are expressly conditioned on Developer's complete discharge of its obligations set forth in Section 3.1 of this Agreement.

ARTICLE IV PROPERTY BASE VALUE

The Parties agree that the base year Value of the Property shall be the real property assessment of the Property on January 1, 2017, as finally determined.

ARTICLE V COVENANTS RUNNING WITH THE LAND

This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the lands described in Exhibit A and shall be binding upon successors and assigns, for the Term of this Agreement. A Memorandum of this Agreement shall be recorded by Green Bay in the Office of the Brown County Register of Deeds.

ARTICLE VI REMEDIES

Section 6.1 Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 6.2 Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the foregoing thirty (30) day period and the defaulting Party is diligently pursuing such cure, the non-defaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten (10) days after delivery of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

- (1) Injunctive relief,
- (2) Action for specific performance; and

(3) Action for money damages.

Notwithstanding the foregoing, in no event may Green Bay exercise or seek any rights of injunction or specific performance for Developer's failure to acquire the Property.

Section 6.3 Reimbursement. The actual, itemized amounts expended by the non-defaulting Party in enforcing this Agreement, including reasonable attorneys' fees actually incurred and invoiced, together with interest provided for below, shall be reimbursed or paid to the non-defaulting Party which prevails in any such enforcement.

Section 6.4 Interest. Unless otherwise specified in this Agreement, interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the non-defaulting Party at the Prime Rate as established from time to time by Citibank, N.A. plus two percent (2%) per annum, from the date of payment by the non-defaulting Party until the date reimbursed in full with accrued interest.

Section 6.5 Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 6.6 Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

Section 6.7 Mediation. Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within 30 days, either Party may apply to the Chief Judge of the Circuit Court for Brown County, Wisconsin, for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, the aggrieved Party may then commence an action. However, the Parties shall agree to alternative dispute resolution, if ordered by the Court.

ARTICLE VII AMENDMENT

This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, only in writing signed by the Parties.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 8.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 8.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 8.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 8.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 8.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 8.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

Section 8.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of Developer is addressed to or delivered to:

GBES Owner I, LLC
3622 13th Avenue
Brooklyn, New York 11218
Attn: Shlomo Chopp

(b) in the case of Green Bay is addressed to or delivered to:

Green Bay City Hall
100 North Jefferson Street
Green Bay, WI 54301
Attn: City Clerk

or at such other, or additional, address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 8.9 Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by Green Bay with respect to obligations of Green Bay under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 8.10 Term. Subject to Section 3.1(1) of this Agreement, this Agreement shall continue from the effective date above indicated until December 31, 2037, or the termination of TID 19, whichever occurs first.

Restrictions of Sale, Transfer, Conveyance and Ownership. During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity, in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of Green Bay, and this section of the Agreement constitutes a deed restriction effectuating this provision.

[SIGNATURE PAGES TO FOLLOW]

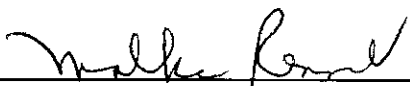
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date above indicated.

GBES OWNER I, LLC

By: 
Name: Shlomo Chopp
Title: Manager

STATE OF New York)
Kings COUNTY) ss.

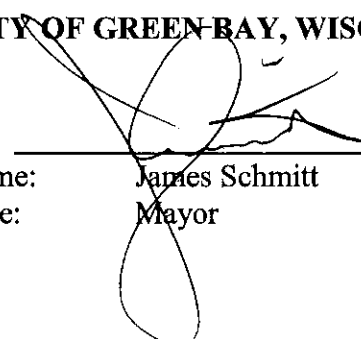
Personally came before me this 13 day of November, 2017, the above-named Shlomo Chopp, the Manager of GBES Owner I, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public, State of New York

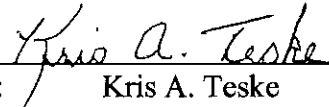
My Commission expires: 2/8/19

MALKA RENNERT
Notary Public, State of New York
No. 24 - 5007973
Qualified in Kings County
Commission Expires Feb. 8, 2019

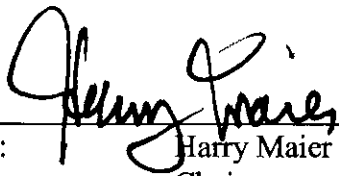
CITY OF GREEN BAY, WISCONSIN

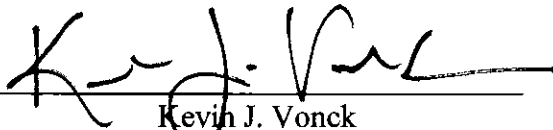
By: 
Name: James Schmitt
Title: Mayor

ATTEST:

By: 
Name: Kris A. Teske
Title: Clerk

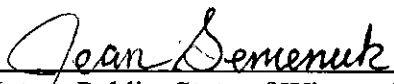
REDEVELOPMENT AUTHORITY OF
THE CITY OF GREEN BAY, WISCONSIN

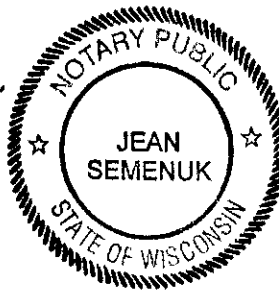
By: 
Name: Harry Maier
Title: Chair

By: 
Name: Kevin J. Vonck
Title: Executive Director

STATE OF WISCONSIN)
)
BROWN COUNTY) ss.

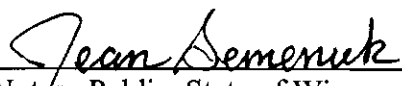
Personally came before me this 7th day of November, 2017, the above-named Harry Maier, the Chair of the Redevelopment Authority of the City of Green Bay, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin, Brown Co.
Jean Semenuk
My Commission expires: 7/13/2020



STATE OF WISCONSIN)
)
BROWN COUNTY) ss.

Personally came before me this 7th day of November, 2017, the above-named Kevin J. Vonck, the Executive Director of the Redevelopment Authority of the City of Green Bay, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin, Brown Co.
Jean Semenuk
My Commission expires: 7/13/2020

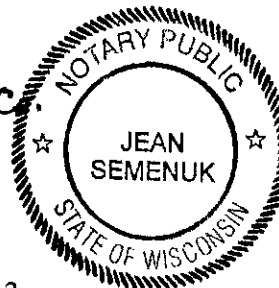


EXHIBIT LIST

Exhibit A – Description of Property

Exhibit B – Developer's Contacts

Exhibit C – Plans and Specifications

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

Parcel A1:

Lot Six (6), according to the recorded East Town Shopping Center, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Parcel A2:

Lot One (1), except that part thereof described in Jacket 5706 Records Image 6; and Outlot One (1), according to the recorded East Town Shopping Center, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin

Parcel A3:

A non-exclusive easement for ingress and egress for the benefit of Parcel A1 created in an instrument recorded December 3, 1981 in Jacket 5129 Records Image 34, as document No. 970136 and amended by an instrument recorded August 30, 1998 in Jacket 13562 Records Image 1 as Document No. 1163750 and as further amended and restated by an instrument recorded June 30, 1998 as Document No. 1624163 and any and all further amendments thereof.

PARCEL B:

Parcel B1:

Part of Parcel Two (2), Volume 4 Certified Survey Maps, page 523, Map No. 1253, said map being part of the Southeast 1/4 of the Northwest 1/4 and part of Government Lot 2, all in Section Nine (9), Township Twenty-three (23) North, Range Twenty-one (21) East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Parcel 2, Volume 4 Certified Survey Maps, page 523, being the point of beginning; thence North 89°24'00" West, 407.50 feet along the North line of said Parcel 2; thence South 52°16'59" East, 46.40 feet; thence South 89°24'00" East, 75.00 feet; thence South 00°36'00" West, 572.00 feet; thence South 89°24'00" East, 295.50 feet to the East line of said Parcel 2; thence North 00°36'00" East along said East line, 600.00 feet to the point of beginning.

Parcel B2:

A non-exclusive easement for ingress and egress for the benefit of Parcel B1 created in an instrument recorded January 29, 1997 as Document No. 1536838, and any and all further amendments thereto.

PARCEL C:

Parcel C1:

Lot Seven (7), according to the recorded East Town Shopping Center, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Parcel C2:

A non-exclusive easement for ingress and egress for the benefit of Parcel A1 created in an instrument recorded December 3, 1981 in Jacket 5129 Records Image 34, as Document No. 970136 and amended by an instrument recorded August 30, 1998 in Jacket 13562 Records Image 1 as Document No. 1163750 and as further amended and restated by an instrument recorded June 30, 1998 as Document No. 1624163 and any and all further amendments thereof.

EXHIBIT B

DEVELOPER'S CONTACT

Shlomo Chopp
GBES Owner I, LLC
3622 13th Avenue
Brooklyn, New York 11218

EXHIBIT C
PLANS AND SPECIFICATIONS



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

November 5, 2018

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # S.2.

To continue negotiations on sale of real property at Washington St. (Tax Parcel 15-168).

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

BACKGROUND

To be discussed at meeting.

RECOMMENDATION

To be discussed at meeting.

FISCAL IMPACT

None.

ATTACHMENTS

I. 8 - RDA - Washington St - 15-168

Washington St. (Tax Parcel 15-168)



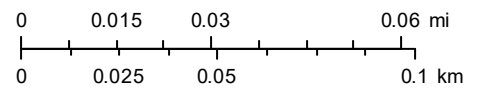
10/31/2018, 12:51:07 PM

1:1,920

TaxParcel

- Condominium
- Gap; Overlap
- Hydrography
- Right of Way

- TaxParcel
- Undetermined



Brown County Municipalities
Brown County
Brown County WI

Detail Summary of Projects Issued

10/1/2018 to 10/31/2018

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
74678	821-917 BARRONWOOD DR..21-7924	GLJB INVESTMENTS LLC	JOHNNY B HOME CONSTRUCTION	\$1,109.91	\$140,000.00	Pending
[01-101 - Single Family House, Detached] Condo unit -1						
74679	821-917 BARRONWOOD DR..21-7924	GLJB INVESTMENTS LLC	JOHNNY B HOME CONSTRUCTION	\$1,109.91	\$0.00	Pending
[01-101 - Single Family House, Detached] Condo						
74680	821-917 BARRONWOOD DR..21-7924	GLJB INVESTMENTS LLC	JOHNNY B HOME CONSTRUCTION	\$1,163.40	\$0.00	Pending
[01-101 - Single Family House, Detached]						
74720	209 N VAN BUREN ST..10-72-A	RICHARD J & JOYCE D HERMAN	DETRIE BUILDERS INC	\$1,620.62	\$200,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY 2-STORY HOME W/ATTACHED GARAGE						
74721	213 N VAN BUREN ST..10-72-B	COVER RENTALS LLC	DETRIE BUILDERS INC	\$1,620.62	\$200,000.00	Pending
[01-101 - Single Family House, Detached] 2-STORY WITH ATTACHED GARAGE						
74856	3361 LANGDON ST..21-7790	KENNETH C & PAMELA M STURGIS	BAY LAKES BUILDERS	\$1,527.82	\$378,420.00	Pending
[01-101 - Single Family House, Detached] 1 STORY W/ATTACHED GARAGE						
74857	2994 DURHAM RD..22-1780	TJDM LLC	PAUL COLLETTE CONSTRUCTION LLC	\$1,242.67	\$240,000.00	Pending
[01-101 - Single Family House, Detached] 1-STORY W/ATTACHED GARAGE						
74862	305 BLUE SKY CI..21-7939	PVK AND NVK REVOCABLE TRUST	CUSTOM KREATIONS INC	\$1,665.71	\$540,000.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY W/ATTACHED GARAGE						
74863	158 MANDRAKE DR..21-8130	CASSIDY R & JAMIE L MCGOWAN FAMILY TRUST	DAB CONSTRUCTION	\$1,705.66	\$407,500.00	Stop Work
[01-101 - Single Family House, Detached] 2-STORY W/ATTACHED GARAGE						
74986	147 RACCOON BERRY WY..21-8345	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	\$1,373.39	\$277,900.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY W/ATTACHED GARAGE						
74987	151 RACCOON BERRY WY..21-8346	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	\$1,524.98	\$310,000.00	Pending
[01-101 - Single Family House, Detached] 1-STORY W/ATTACHED GARAGE						
75069	3386 FINGER RD ..21-168	M & K DEVELOPMENT LLC	M&K DEVELOPMENT	\$1,553.73	\$350,000.00	Pending
[01-101 - Single Family House, Detached] 2-STORY, 2-FAMILY HOME						
75114	3380 FINGER RD ..21-168-2	M & K DEVELOPMENT LLC	M&K DEVELOPMENT	\$1,658.70	\$225,000.00	Stop Work
[01-101 - Single Family House, Detached] TWO-STORY TWO FAMILY HOME						
74936	2429 EAST SHORE DR..21-860	DIANNE CROWLEY	JG HOME IMPROVEMENTS	\$175.00	\$55,380.00	Pending
[02-434 - Single-Family Residential Building, Alteration] -Kitchen remodel - Living room remodel -Upgrade plumbing and electrical -To include water damage repair						
74947	716 KELLOGG ST..5-1496	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	NEIGHBORWORKS	\$50.00	\$5,000.00	Pending

[02-434 - Single-Family Residential Building, Alteration] Kitchen remodel, electrical upgrades

74981	1311 N PLATTEN ST..6-45-B	NANCY K HEDGE	DB INSPECTIONS	\$400.00	\$15,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] REPAIR PLASTER, PAINT, NEW FLOORING, REPLACE WINDOWS, REPLACE FRONT STEPS, INSTALL NEW 16 X 12 DECK, REPLACE PLBG, GUTTERS AND CABINETS.

74984	882 DIVISION ST..5-1406	BIRR INVESTMENTS LLC	RAIDER REMODELING	\$205.00	\$4,920.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] R&R ALL DEVICES AND FIXTURES. CLEAN UP ANY ELECTRICAL. 60-100A O/H SERVICE UPGRADE (SAME LOCATION) REMOVE ELECTIRCAL IN DINIING ROOM WALL THAT IS BEING REMOVED.

-INCLUDE PLUMBING

-INCLUDE OPENING UP WALL

74995	3290 DREAMER LN..21-7764	BETH A SCHOWALTER	RIDGELINE HOME BUILDERS	\$255.00	\$20,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] New bathroom

75030	1683 FOREST GLEN DR..6-1653	TROY A & PATRICIA A MURPHY	OWNER	\$200.00	\$3,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] NEW DRYWALL, NEW PLUMBING AND ELECTRICAL UPGRADES

75037	165 RACCOON BERRY WY..21-8348	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	\$298.51	\$51,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] FINISH BASEMENT 1/EA BEDROOM, BATH, FAMILY ROOM

75039	904 S ONEIDA ST..2-1346	CREATIVE EDGE PROPERTIES LLC	OWNER	\$180.00	\$10,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] KITCHEN AND BATHROOM REMODEL

75058	1092 ROSCOE ST..1-388-A-1	BARBARA B WENNER	CAREY CONSTRUCTION LLC	\$400.00	\$21,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] Turning bedroom into bathroom. Adding door to deck.

75067	1419 KURTZ AV..17-1090	TARA N ROSSMAN	OWNER	\$150.00	\$20,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] Update electrical, plumbing. New insulation, drywall. Replcement of doors and windows.

-Father of daughter who lives at property will be working with daughter on project.

75075	420 S ASHLAND AV..3-908	ERIC P & SHELLY A MURPHY	VAN RITE CONSTRUCTION AND RESTORATION	\$180.00	\$24,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] LABOR AND MATERIAL TO REPAIR DAMAGE

75185	1714 SPENCE ST..1-2448	STEVEN D FREY & TAMMY L VOGEL	TUREKS PLUMBING	\$175.00	\$71,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] Kitchen remodel- removing wall.

75290	1715 DECKNER AV..21-1210	COLLEEN E ADAMS	GRASZYNSKI CONSTRUCTION	\$75.00	\$1,200.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] DORMERS BEING ADDED(2). BATH/DEN ROOM

- permits just pulled for framing and owner will add trade permits after.

75309	448 MEADOW WIND DR..21-36-4	VONGPADITH DOUANGPHACHANH	TE CONSTRUCTION LLC	\$255.00	\$21,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] WITH BATHROOM - FINISH 1368 SQ FT OF BASEMENT BEDROOM, BATHROOM AND PLAYROOM

74559	150 S FISK ST ..6-266-H	HAMILTON GATE LP	SID GRINKER RESTORATION, INC	\$5,386.48	\$850,000.00	Pending
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[10-434 - Multi-Family Residential Building Alteration] FIRE RECONSTRUCTION INCLUDING: STRUCTURE, ROOFING, MASONRY, HVAC, ELECTRIC, PLBG, INSULATION, DRYWALL, CABINTRY, WINDOWS

75042	2028 AUGUST ST..21-1361-3	HARPAZO LLC C/O COLLIERS INTERNATIONAL	CPR	\$70.00	\$6,700.00	Pending
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[10-434 - Multi-Family Residential Building Alteration] TO INCLUDE 2028, 2032, 2034 AND 2036 BUILDINGS FOR BASEMENT DRYWALL

75139	310 N WASHINGTON ST..12-86-1	CITY OF GREEN BAY-CLERK	BOLDT CONSTRUCTION	\$140.00	\$24,000.00	Pending
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[11-329 - Structures Other Than Buildings (parks, outdoor stadiums, marinas, outdoor swimming pools, outdoor theaters, boardwalks, wharves, docks).]

74348	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CORP	BOLDT CONSTRUCTION	\$818.80	\$400,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] ENCLOSING AREA BETWEEN BLDG 47 AND 24

74446	2475 W MASON ST..6H-1111-A	MASON REALTY LLC	DELEERS CONSTRUCTION	\$4,174.21	\$579,259.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] RENOVATION OF EXISTING RESTAURANT BUILDING.

74477	931 DISCOVERY RD..21-174-3	NANCY A FREUND LIFE TRUST	BOLDT CONSTRUCTION	\$1,056.00	\$1,100,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] At Home Pharamcy remodel						
74642	218 N ADAMS ST..12-145	VICE ENTERPRISES LLC	ZEISE CONSTRUCTION	\$2,565.39	\$620,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Expanding into the 222-224 N Adams parcel						
74699	200 S WASHINGTON ST..13-1	NICOLET REAL ESTATE AND INVESTMENTS CORP	RODAC DEVELOPMENT & CONSTR LLC	\$3,704.73	\$764,944.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] 2nd Floor Remodel						
74717	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CORP	MIRON CONSTRUCTION	\$220.00	\$89,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Z loader area floor infill, "counter approval" based on nature of work						
74775	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CORP	BOLDT CONSTRUCTION	\$1,635.00	\$357,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] RAILDOCK INFILL WITH STAIRS AND DOORS - BLDG 105 & 126						
74972	2121 VAN DEUREN ST..21-2221-2	ELDRIDGE REAL ESTATE LLC	ST VINCENT DE PAUL - GREEN BAY	\$360.00	\$7,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] ADDING ADA COMPLIANT BATHROOM IN EXISTING 10 X 10 ROOM.						
75174	333 MAIN ST..11-116	HYATT EQUITIES LLC	BLASER CONSTRUCTION	\$70.00	\$37,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]						
75225	1483 W MASON ST ..6-169	AAM GREEN BAY PLAZA LLC	BUILDING SERVICE INC	\$1,130.95	\$6,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]						
Plumbing -MISC FIXTURES *PENDING* 1-WC, 1-LAV; 1-BREAK ROOM SINK						
75242	2845 GREENBRIER RD..21-161-2	AURORA HEALTH CARE INC	PHILIPPE QUALITY CONSTRUCTION	\$290.00	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Lock down doors on Level 4						
75244	2845 GREENBRIER RD..21-161-2	AURORA HEALTH CARE INC	PHILIPPE QUALITY CONSTRUCTION	\$430.00	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Lab room reconfiguration with new equipment on Level 2						
74587	831 RADISSON ST..20-678	GREEN BAY PACKAGING INC	CD SMITH CONSTRUCTION	\$8,061.50	\$0.00	Pending
[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] NEW FILLING BUILDING						
74621	2740 W MASON ST..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	MIRON CONSTRUCTION	\$906.00	\$206,852.00	Pending
[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] NWTC AMBULANCE BAY IN GREEN BAY. INCLUDES INSTALLING NEW CONCRETE RETAINING WALL, STEEL STRUCTURE CANOPY WITH METAL ROOF, NEW ASPHALT AND CONCRETE DRIVEWAY AND REPLACING/PAINTING ENTRY DOOR.						
74973	2230 N QUINCY ST..20-689	CITY OF GREEN BAY-CLERK	BALESTRIERI ENVIRONMENTAL & DEVELOPMENT INC	\$0.00	\$99,000.00	Pending
[15-649 - Raze Commercial Building or other Structure] DEMO OF ENTIRE FORMER INCINERATOR BLDG FOR FUTURE INDUSTRIAL USE						
75140	1053 VELD AV..18-800-1	STONE RIDGE HOLDINGS LLC	BAYLAND BUILDINGS INC	\$70.00	\$30,000.00	Pending
[15-649 - Raze Commercial Building or other Structure] DEMOLITION						
75153	1828 S ASHLAND AV..1-1131	PACKERLAND SHELL INC	WALTS PETROLEUM SERVICE	\$165.00	\$0.00	Pending
[15-649 - Raze Commercial Building or other Structure] Shell gas station- tank replacment and canopy demolition.						
75164	517 S MILITARY AV..6-1517-A	RICHARD D SCHULZ	T.E. CONSTRUCTION	\$70.00	\$5,000.00	Pending
[15-649 - Raze Commercial Building or other Structure] INTERIOR DEMO ONLY.						
75175	1405 N WEBSTER AV..20-272	PAUL'S PANTRY INC	KODIAK EXCAVATING	\$140.00	\$6,900.00	Pending
[15-649 - Raze Commercial Building or other Structure] NO BASEMENT, JUST SLAB. 46X36=1656 SF LAND DISTURBANCE = NO EC PERMIT.						
74815	2574 WEST POINT RD..6H-1127-7	JAMES R & WENDY F WALKER	COEL CONSTRUCTION	\$100.00	\$35,000.00	Pending

[17-438 - New Garage or Carport] CUP FOR HEIGHT AT 14'

74941	716 KELLOGG ST..5-1496	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	NEIGHBORWORKS	\$150.00	\$5,000.00	Pending
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[17-438 - New Garage or Carport] 24x24

75009	1529 6th ST..6-486	MENNE BROS CONSTRUCTION	MENNE BROTHERS CONST	\$150.00	\$7,500.00	Pending
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[17-438 - New Garage or Carport] 22x24

-Town down existing garage and using existing slab.

-Garage within 6' of house and will need to be fire protected on part facing house.

75025	1501 EMILIE ST..17-992	KATHLEEN A HAINES	T.E. CONSTRUCTION	\$150.00	\$17,000.00	Pending
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[17-438 - New Garage or Carport] GARAGE SLAB DONE UNDER PROJECT 70742 20 X 24 GARAGE

75167	997 SHAWANO AV..3-1003-A	RUESCH MANAGEMENT SYSTEMS LLC	RUESCH MANAGEMENT	\$150.00	\$8,000.00	Pending
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[17-438 - New Garage or Carport] 12x24

DRIVEWAY MUST BE HARD SURFACED. PERMIT ISSUED FOR DRIVEWAY ALSO, TO BE DONE IN SPRING UNDER ONE YEAR PERMIT DEADLINE.

75026	616-618 N MAPLE AV..5-968	KEVIN J & JENNIFER R DEGRAVE	KEVIN J & JENNIFER R DEGRAVE	\$50.00	\$3,000.00	Pending
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[18-438 - Remodel Garage or carport or Shed] CAR HIT GARAGE

PLACECONCRETE ANCHERS INSILL PLATES, REPAIR DAMAGED FRAMING MEMBERS, FIX DAMAGED SIDING, REPLACE GARAGE DOORS AND SERVICE DOORS

75262	1828 S ASHLAND AV..1-1131	PACKERLAND SHELL INC	WALTS PETROLEUM SERVICE	\$660.00	\$500,000.00	Pending
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[19-438 - Addition to Garage, Carport (Residential)] Permtis came in piecemeal. Permit 74433, 75153 and 75187 should ALL be under this job. Because they started earlier, they were not combined. - PaulVC 10/26/2018 PULLED DEMO (AFTER THE FACT) PROJECT 75153 \$140.00 REMOVE REBUILD NEW FREE STANDING CANOPY, ADDED PUMPS, STORM DRAIN

75294	337 HARVARD ST..5-416	JOSEPH L & CANDY L NELSON	COEL CONSTRUCTION	\$150.00	\$14,000.00	Pending
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[19-438 - Addition to Garage, Carport (Residential)] GARAGE ADDITION

75045	441 S ADAMS ST..13-98	BRUCE A WACHSMUTH	OWNER	\$50.00	\$0.00	Pending
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[21-649 - Demolition of all Other Buildings or Structures] SLAB TO REMAIN FOR PARKING

75119	805 MITCHELL ST..6-391	CAROL J FARVOUR	TYLER FARVOUR	\$50.00	\$200.00	Pending
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[21-649 - Demolition of all Other Buildings or Structures] TEARING DOWN REAR CARPORT ATTACHED TO GARAGE.

74934	242 MICHELLE CT..21-3330	JOHN D & TRACY M RABAS	OWNER	\$50.00	\$2,835.00	Closed
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[22-328 - Shed, Yard Building] PREFAB 120 SF METAL

75005	645 LAVERNE DR..21-324-4	LEE D & GWENDOLYN J HOFFMAN	OWNER	\$50.00	\$6,500.00	Pending
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[22-328 - Shed, Yard Building] 16X24 STICK BUILT SHED

75011	1822 14th AV..1-1319-A	MATTHEW O KEESEY	MATTHEW O KEESEY	\$50.00	\$2,300.00	Pending
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[22-328 - Shed, Yard Building] 12 x 12 prefab

10/11/2018: SHED NOT UP YET.

75033	973 SCHOOL PL..3-767	ROBERT J & CAROL R BOURGUIGNON	OWNER	\$50.00	\$1,000.00	Pending
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[22-328 - Shed, Yard Building] PREFAB 10X8

75076	1100 12th AV..1-691	JUAN & CYNTHIA AGUEROS	TUFF SHED	\$50.00	\$1,900.00	Pending
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[22-328 - Shed, Yard Building] 8x12 prefab

75126	1362 SERVAIS ST..6-1451	GLORIA JEAN GAIE	TUFF SHED	\$50.00	\$2,694.00	Pending
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[22-328 - Shed, Yard Building] 8x8 wood prefab shed

75141	1315-1317 N PLATTEN ST..6-45-1	COLLIN P DUCHATEAU	OWNER	\$50.00	\$1,000.00	Pending
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[22-328 - Shed, Yard Building] 120 SF 10 X 12

75165	155 HUTH ST..21-2287	WISCONSIN TELEPHONE ASST SEC	J.S. DAHLMAN	\$50.00	\$4,000.00	Pending
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[22-328 - Shed, Yard Building] 12x10 prefab shed

75240	2276 E MASON ST..21-126-5	ZHENDE CHEN	OWNER	\$70.00	\$2,000.00	Pending
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[22-328 - Shed, Yard Building] 10x10 prefab shed

75241	2331 PREBLE AV..21-2745	ANDY LEE	OWNER	\$50.00	\$750.00	Pending
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[22-328 - Shed, Yard Building] ALREADY BUILT PER COMPLAINT 88980

74912	1589 LOUISE ST..8-624	BARBARA J GONZALES	HABITAT FOR HUMANITY	\$100.00	\$600.00	Closed
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[23-434 - Deck, Porch, Patio] REPLACING FRONT STEPS AND ADDING RAILING. 8 FT. x 3 FT.

74925	902 S MADISON ST..16-26	ALAN C & SALLY K D HICKS	DRURY DESIGNS	\$50.00	\$6,000.00	Pending
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[23-434 - Deck, Porch, Patio] strengthening pillars.

Landmarks approved COA

74928	1584 ELM ST..19-103	DOUGLAS J SCHNEIDER	JACK BOMSKI CONSTRUCTION	\$100.00	\$12,000.00	Pending
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[23-434 - Deck, Porch, Patio]

74942	323 VAN CASTER DR..21-3721	HENRY A & BRIDGET A GODDARD	NOTHIN BUT DECKS	\$100.00	\$8,500.00	Pending
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[23-434 - Deck, Porch, Patio] REPLACE CURRENT DECK WITH 16 FT. X 16 FT. DECK USING SAME FOOTPRINT AS CURRENT DECK.

75000	960 DOUSMAN ST..5-409	MARIA SANCHEZ	OWNER	\$50.00	\$170.00	Pending
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[23-434 - Deck, Porch, Patio] *project already completed per complaint 86226.

Existing platform was there, owner tore off guardrails and replaced them. -check for compliance.

75065	2708 TERESA DR..21-7199	BRIAN T & JENNIFER L REIDINGER	LEGACY SUNROOMS	\$125.00	\$23,352.00	Pending
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[23-434 - Deck, Porch, Patio] PATIO COVER

75084	825 HOWARD ST..3-957	JOSHUA BUYARSKI	OWNER	\$50.00	\$1,000.00	Closed
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[23-434 - Deck, Porch, Patio] INSTALLING GUARDRAILS BY 2ND STORY STORMDOOR

75086	829 MARSHALL AV..18-323	DAVID & HEATHER COX	OCONTO FALLS HEATING	\$50.00	\$700.00	Pending
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[23-434 - Deck, Porch, Patio] 25 SF.

75089	1279 ST. CLAIR ST..14-58	MIRHASHEMI INC	SEPPEL CONSTRUCTION LLC	\$180.00	\$0.00	Closed
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[23-434 - Deck, Porch, Patio] WORK WITHOUT A PERMIT, DOUBLE FEE

75147	835 BOND ST..5-1228	JESSICA A KRONER	ROSS CONCRETE WORK & PLOWING LLC	\$50.00	\$3,000.00	Pending
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[23-434 - Deck, Porch, Patio] CONCRETE DRIVEWAY
REPLACE EXISTING SLAB (CRACKED)

75152	1332 GROSS AV..1-20-C	ADAM T DEDRICK	PATEK SERVICES	\$100.00	\$4,250.00	Pending
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[23-434 - Deck, Porch, Patio] 4 x6 front porch

75178	1230 S GREENWOOD AV..1-575	MELANIE E STROPE	KRAUSE CONSTRUCTION LLC	\$75.00	\$3,000.00	Pending
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[23-434 - Deck, Porch, Patio] Also foundation repair. Will be concrete deck replacement.

75215	1423 S BROADWAY..1-1007	CHANMINA LLC	OWNER	\$70.00	\$1,000.00	Pending
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[23-434 - Deck, Porch, Patio] Was outdoor patio area for smoking, (*liquor license approved). Added roof over pation area, not enclosed.

75228	140 OAK ST..3-177	WANDA M GILLIS	OWNER	\$50.00	\$200.00	Pending
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[23-434 - Deck, Porch, Patio] ENGINEERED STAMPED PLANS FOR LOAD.

75277	711 DOTY ST..14-451	THOMAS M & BARBARA J GELLIN	OWNER	\$50.00	\$200.00	Pending
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[23-434 - Deck, Porch, Patio] PORCH WAS THERE(4X4), TORE DOWN RAILS (COMPLAINT 88106) AND REPLACING GUARDRAILS

75295	1102 CHICAGO ST..14-1077	EPL INVESTMENTS LLC	HME HOME MEDICAL	\$50.00	\$2,550.00	Pending
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[23-434 - Deck, Porch, Patio] PRE-BUILT ALUMINUM

75296	912 S MADISON ST..16-27	JOHN M RAVIZZA & BRIDGET BURKE RAVIZZA	DRURY DESIGNS	\$50.00	\$10,000.00	Pending
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[23-434 - Deck, Porch, Patio] COA - LANDMARKS APPROVED
-REBUILD DETERIATED STEPS.

75310	1130 MORaine WAY..6-2791	AHORN 8 LLC	OWNER	\$70.00	\$1,400.00	Pending
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[23-434 - Deck, Porch, Patio] Replacement of guardrails, some posts and some deck boards. Repairs will take place on multiple buildings on site but will only need one permit (per Paul Van Calster) for the entire project as it is mostly repairs. (and not replacement)
BUILDINGS 1130/1140/1110/1140

75313	1037 SHAWANO AV..3-250	FOX VALLEY INVESTMENTS LLC	COVERALL	\$50.00	\$1,000.00	Pending
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[23-434 - Deck, Porch, Patio] WILL INSTALL GUARDRAIL OVER DOOR

74940	804 CHICAGO ST..14-631		NEIGHBORWORKS	\$70.00	\$10,000.00	Pending
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[24-*** - Siding] INSTALL NEW SIDING ON PORTION OF EXTERIOR.

75132	235 SAVAGE ST..21-3681	KIM ZIMMERMAN	OWNER	\$50.00	\$200.00	Pending
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[25-329 - Swimming Pool] Pond was installed 8 years ago, discovered per complaint 87606

75254	416 ONTARIO RD..21-68-6	THOMAS M & STACY MB NORMAN	UP NORTH POOLS	\$125.00	\$3,000.00	Pending
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[25-329 - Swimming Pool] INSTALL OF SEMI-INGROUND SWIMMING POOL

75209	800 UNIVERSITY AV..7-596	EAST RIVER OF GREEN BAY LLC	OIL EQUIPMENT CO INC	\$140.00	\$0.00	Pending
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[31-*** - Storage Tank] INSTALLATION OF 1000 GALLON ABOVEGROUND FUEL STORAGE TANK SYSTEM DIESEL

75148	719 S OAKLAND AV..2-316	GARY D WISNESKI	SUMMITT CONTRACTORS, INC	\$50.00	\$4,800.00	Pending
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[33-*** - Roofing] NEW SHINGLES TO INCLUDE SOME WORK ON REPLACING SHEATHING ALSO.

75252	1822 UNIVERSITY AV..21-2239	GREAT LAKES COMMERCIAL LLC	HERMSAN HOME CONSTRUCTION	\$240.00	\$15,000.00	Pending
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[33-*** - Roofing] FROM SNOW DAMAGE, CONTRACTOR SUBMITTED ORIGINAL PLANS SO NO NEED TO BRING UP TO CURRENT CODE PER PAUL VAN CALSTER. WILL REPLACE IN KIND.

74922	561 EDWARD DR..21-3609	RORY A JOHNSON	KIDD CONSTRUCTION	\$75.00	\$1,500.00	Pending
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[34-*** - Window, Door, Replacement] NO BEDROOMS

75038	1661 BIRCH ST..6-811-2	JOSEPH H ROPSON JR	FISHER BUILDING & REMODELING, LLC	\$50.00	\$3,250.00	Pending
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[34-*** - Window, Door, Replacement] INSTALL 48" X 48" (4 FT X 4FT) WINDOW INTO BASEMENT

75251	3470 CHARLEVOIX CT..21-5536	GREGORY T & MARCIA A KUEHL	BASEMENT REPAIR SPECIALISTS, LLC	\$50.00	\$662.00	Pending
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[34-*** - Window, Door, Replacement] GLASS BLOCK WINDOW

74924	1677 SHAWANO AV..6-346	HOUSE OF HOPE GREEN BAY INC	MARTELL CONSTRUCTION	\$50.00	\$0.00	Pending
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[35-*** - Driveway Expansion] DRIVEWAY/APRON REPLACEMENT

74929	429 N MAPLE AV..5-1011	HAPPY HOME INVESTING LLC	HAPPY HOME CONTRACTING LLC	\$50.00	\$3,000.00	Pending
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[35-*** - Driveway Expansion] INSTALL CONCRETE DRIVEWAY AND SIDEWALK PER ATTACHED DIAGRAM

74983	1527 ELM ST..19-69	JACOB R JONES	GREEN BAY CONCRETE	\$50.00	\$6,600.00	Closed
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[35-*** - Driveway Expansion] ADDITION TO DRIVEWAY

74985	1301 CHICAGO ST..17-403	DOUGLAS J SCHNEIDER	BILLS ASPHALT	\$70.00	\$4,275.00	Pending
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[35-*** - Driveway Expansion] NEW ASPHALT PARKING LOT

75004	1145 CHICAGO ST..14-1051	KATIE GAZELLA	M & E CONSTRUCTION	\$50.00	\$2,500.00	Pending
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[35-*** - Driveway Expansion] ADDED CONCRETE AREA FOR DRIVEWAY

75036	1134 ST. AGNES DR..6-1418	RAPHAEL A KLECZKA	BILLS ASPHALT	\$50.00	\$2,500.00	Pending
[35-*** - Driveway Expansion] ALONG GARAGE						
10/11/2018. NOT COMPLETED YET. PERMIT WAS TAKEN OUT THIS WEEK. (DONNA)						
75063	2133-2135 HAROLD ST..21-2151-8	ALF RENTALS LLC	LIMITLESS POSSIBILITIES LLC	\$50.00	\$5,000.00	Pending
[35-*** - Driveway Expansion] REPLACE PARTS OF DRIVEWAY						
75064	2754 WHIPPOORWILL DR..6H-1430-K-19	PATRICK K & LENORE D COLDAGELLI	GB CONCRETE LLC	\$50.00	\$8,800.00	Pending
[35-*** - Driveway Expansion] TEAR OUT AND REPLACE. NEW SLAB EXTEND OUT GRADUALLY TO 3' ON RIGHT SIDE OF LOWER DRIVEWAY.						
75066	898 HUBBARD ST..5-551	THOMAS E & TINA R HOFFMAN	LOUIE'S GENERAL CONSTRUCTION	\$50.00	\$3,800.00	Pending
[35-*** - Driveway Expansion] REPLACE DRIVE AND WIDEN APRON						
75070	242 MICHELLE CT..21-3330	JOHN D & TRACY M RABAS	M.P. CONCRETE LLC	\$50.00	\$5,400.00	Closed
[35-*** - Driveway Expansion]						
75094	1317 S ONEIDA ST..1-410	FRANCIS I KAMENICK	VERHEYEN CONSTRUCTION	\$50.00	\$2,000.00	Pending
[35-*** - Driveway Expansion] REPLACING DRIVEWAY						
75095	1121 12th AV..1-257	GUY & ELIANE ZIMA	VERHEYEN CONSTRUCTION	\$50.00	\$4,800.00	Pending
[35-*** - Driveway Expansion] REPLACE APRON/CITY WALK 115' 8' CURB CUT						
75096	1340 SAN JOSE PL..3-1264	THOMAS D & SHARON M BENEDUM	VERHEYEN CONSTRUCTION	\$50.00	\$1,900.00	Pending
[35-*** - Driveway Expansion] 30' WALK CITY APRON						
75142	1602 S FISK ST..6-303-J	SCHROCK WILLIAM C & DORIS A TRUST AGREEMENT	VERHEYEN CONSTRUCTION	\$50.00	\$0.00	Pending
[35-*** - Driveway Expansion] 26X26						
75246	1335 SAN JOSE PL..3-1295	MICHAEL A DENEYS	OWNER	\$50.00	\$500.00	Pending
[35-*** - Driveway Expansion] CHECK 2.5 YARD SIDE SETBACK PROJECT COMPLETED PER COMPLAINT 88938						
75308	1120 STATE ST..1-798	MARC SOBOTTA	CENTRAL RESTORATION	\$70.00	\$650.00	Pending
[35-*** - Driveway Expansion] Replace current section that was deteriorated.						
74880	1230 SPARTAN RD..21-240-6	ANGELA L SCHWARZENBART	JACOB'S FENCE	\$50.00	\$4,800.00	Pending
[36-*** - Fence] 4- chainlink						
74921	1981 SOUTH POINT RD..6H-2277	NICHOLAS G WALLANDER	BAYLAND FENCE	\$50.00	\$5,000.00	Closed
[36-*** - Fence] 6' pine wood fence						
74932	1346 HANNAH ST..3-1303	BILLY VANDENENG	OWNER	\$50.00	\$5,000.00	Pending
[36-*** - Fence] CEMENT IN BACKYARD WITH A FENCE AROUND THE YARD.						
74944	3003 OPEN GATE TR..6H-2689	CHRISTOPHER WIRTH	ROCKEY FENCE LLC	\$50.00	\$8,000.00	Pending
[36-*** - Fence] 6' CEDAR FENCE IN REAR						
74988	1823-25 SPENCE ST..1-2500	WITKERR FAMILY LTD PRTR	MARTY PONCE	\$50.00	\$3,500.00	Closed
[36-*** - Fence] 4' CHAINLINK						
74999	1014 ELIZA ST..17-50	ROBERT A & TERI J OZAROWICZ	ROBERT A & TERI J OZAROWICZ	\$50.00	\$1,500.00	Pending
[36-*** - Fence] 4' WOOD FENCE ALONG SIDE OF LOT LINE						
75001	626 S JACKSON ST..14-547	JONATHAN P RENIER WIGG & CHERYL A RENIER WIGG	JUSTIN KROENNG STONE SILO	\$50.00	\$6,000.00	Pending
[36-*** - Fence] CEDAR FENCE *COA approved by Landmarks commission, in drag file.						

75002	1427 SPRINGDALE LN..6H-1565 [36-*** - Fence] 6 ' vinyl in rear/sides.	CODY & SHANNA HOSHAW	CUSTOM FENCE	\$50.00	\$8,790.00	Closed
75093	808 ROY AV..18-1389 [36-*** - Fence] CHAINLINK FENCE along sides 4'	BETTY J HOULIHAN	NORTHERN FENCE INC	\$50.00	\$1,250.00	Pending
75116	1738 JUNIPER DR..21-1110-M-120 [36-*** - Fence] 4' chainlink fence	SCHUYLER REAL ESTATE LLC	CUSTOM FENCE	\$50.00	\$1,600.00	Pending
75120	908 EASTMAN AV..7-319 [36-*** - Fence] 5' chainlink	MELISSA L KUSKE	LITTLE ROCK FENCE	\$50.00	\$3,500.00	Pending
75133	2637 APPIAN WAY..21-4028 [36-*** - Fence] ADD ON TO EXISTING FENCE. 6 FT. VINYL	IHOR & HALINA SOLOMKO	OWNER	\$50.00	\$500.00	Pending
75136	1200 13th AV..1-727 [36-*** - Fence] 6' WOOD FENCE	JOHN T MCKEE		\$100.00	\$5,375.00	Closed
75166	1249 SHAWANO AV..3-1031 [36-*** - Fence] Chainlink	HARRISBURG TELEVISION INC	OWNER	\$50.00	\$2,000.00	Pending
75176	212 QUINTON ST..21-1448 [36-*** - Fence] 4' CHAINLINK	SHERRY L & DAVID E PIRLOTT	OWNER	\$50.00	\$200.00	Pending
75186	2629 VAN BEEK RD..21-4554 [36-*** - Fence] 4' CHAINLINK AROUND SIDE AND REAR.	STACY C RULEY	CUSTOM FENCE	\$50.00	\$2,813.00	Pending
75188	301-260 N ADAMS ST..12-206 [36-*** - Fence] For dumpster area	HCW LLC	SMET CONSTRUCTION	\$70.00	\$29,000.00	Pending
75291	300 ELIZABETH ST..21-1979 [36-*** - Fence] 6' CHAIN LINK FENCE	300 ELIZABETH STREET LLC	SECURITY FENCE & SUPPLY CO INC	\$70.00	\$8,600.00	Pending
75304	2425 WILDER ST..23-324 [36-*** - Fence] 4' ORNAMENTAL ALUMINUM	VINCENT D & LOUISE KORNUSKY	WHIRLWIND POSTHOLES & FENCING, LLC	\$50.00	\$7,311.00	Pending
75312	1005 WENTWORTH ST..6-2100 [36-*** - Fence] 4' chainlink	MATTHEW E & LEANN B MEVERDEN	ROCKEY FENCE LLC	\$50.00	\$1,300.00	Pending
74707	1313 VELP AV..18-708 [37-329 - Signs]	RDK PROPERTY'S LLC	Wonder Sign, LLC	\$110.60	\$4,000.00	Pending
74822	1871 SHAWANO AV..6-256 [37-329 - Signs] CANOPY SIGNAGE FOR KWIK TRIP	KT REAL ESTATE HOLDINGS LLC	LACROSSE SIGN CO	\$162.41	\$1,500.00	Pending
74938	LARSEN RD..6H-1074-4 [37-329 - Signs] NEW MONUMENT SIGN	US LBM LLC	CREATIVE SIGN COMPANY	\$87.79	\$8,000.00	Pending
75124	1688 E MASON ST..21-1343-4 [37-329 - Signs] ONE MANUAL PRICER BOARD - POLE SIGN	ASHLAND OIL CO	SITE ENHANCEMENT SERVICES	\$92.00	\$4,000.00	Pending
75268	1418 N IRWIN AV..21-1637-1 [37-329 - Signs]	A & E DISTRIBUTORS	COLORTECH OF WISCONSIN	\$86.00	\$4,500.00	Pending
75027	1441 S NORWOOD AV..1-1072	DAVID L & SALLY A FISCHER	ACE SEWER & WATER	\$30.00	\$1,800.00	Closed

[40-*** - Sanitary Sewers] SANITARY SEWER CONNECTION

75061	1122 LINCOLN ST..18-773-A	INTERBAKE FOODS INC	BASSETT MECHANICAL	\$30.00	\$55,124.00	Closed
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[40-*** - Sanitary Sewers] SANITARY SEWER CONNECTION

75249	1614 SHAWANO AV..6-235-A-1	G6 HOSPITALITY PROPERTY LLC ATTN: TAX DEPT 4001	ACE SEWER & WATER	\$30.00	\$1,500.00	Closed
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[40-*** - Sanitary Sewers] SEWER REPAIR

74738	965 HOWARD ST..3-491	BENJAMIN A KROUTH	CHAMPION TRENCHING	\$30.00	\$800.00	Closed
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[41-*** - Storm Sewers] MINI STORM SEWER

75187	1828 S ASHLAND AV..1-1131	PACKERLAND SHELL INC	BENO PLUMBING	\$270.00	\$3,700.00	Pending
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[41-*** - Storm Sewers] STORM SEWER CONNECTION

75245	1112 STATE ST..1-796	EDWARD T MEHLBERG	BIELINSKI EXCAVATING	\$30.00	\$3,000.00	Pending
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[41-*** - Storm Sewers] STORM SEWER CONNECTION

74786	907 PARK ST..18-1236	KAITLIN SOLESKI	CHAMPION TRENCHING	\$530.00	\$300.00	Closed
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[42-*** - Mini Sewers] MINI SEWER

Per Steve Greiner, home owner will be billed by DPW for mini sewer and can do the hook up.
SPECIAL ASSESSMENT ELECTION

74873	2345 SUNRISE CT..21-820-R-28	BARRY J & BARBARA A HOMRIGHAUS	RED'S EXCAVATING	\$530.00	\$0.00	Pending
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[42-*** - Mini Sewers] MINI SEWER

74875	2359 SUNRISE CT..21-820-R-29	BARRY & BARBARA HOMRIGHAUS	RED'S EXCAVATING	\$530.00	\$0.00	Pending
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[42-*** - Mini Sewers] MINI SEWER

75150	1231 GRANT ST..3-1012-B-4	LISA J BLUEL	VANDENHEUVEL PLUMBING	\$530.00	\$2,000.00	Pending
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[42-*** - Mini Sewers] MINI-STORM SEWER

75183	854 TOMMARK ST..2-58	LEO W & PEGGY A MARTI	CHAMPION TRENCHING	\$530.00	\$1,000.00	Closed
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[42-*** - Mini Sewers] NEW MINI STORM CONNECTION

75194	903 TOMMARK ST..2-1405	PAUL L MANDE & JANET PELKIN	CHAMPION TRENCHING	\$530.00	\$800.00	Closed
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[42-*** - Mini Sewers] MINI-STORM SEWER

75195	909 TOMMARK ST..2-1404	VALOIS A ENDERS	CHAMPION TRENCHING	\$530.00	\$700.00	Closed
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[42-*** - Mini Sewers] MINI-STORM SEWER

75250	604 ROY AV..5-776	ALICE COSTELLO	CHAMPION TRENCHING	\$530.00	\$400.00	Pending
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[42-*** - Mini Sewers] NEW CONNECTION MINI STORM SEWER

74939	1137 THORNDALE ST..1-2286	JAMES D MC GRATH SR	E&A PLUMBING	\$100.00	\$2,500.00	Pending
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[43-*** - Lawn Sprinklers] LAWN SPRINKLER

74933	1740 NEWBERRY AV..21-2303	DAVID W & RENEE M PEOT	DOC'S PLUMBING	\$70.00	\$800.00	Pending
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[44-*** - Water heaters/Appliances] INSTALL 5 WATER HEATERS IN BASEMENT OF FLOODED BUILDING

75049	1753 OAKDALE AV..21-2304-2	SAMANTHA SCHRODER	ALL PHAZE	\$30.00	\$0.00	Closed
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[44-*** - Water heaters/Appliances] WATER HEATER

75088	2257 IMPERIAL LN..21-3373	AMBA PROPERTIES LLC	RJ PARINS PLUMBING & HEATING	\$70.00	\$70.00	Pending
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[44-*** - Water heaters/Appliances] TWO WATER HEATERS

75292	644 MENLO PARK RD..21-3846	DONALD E LANGEMAK & ROBERT J ENGSTROM	ANDERSON PLUMBING	\$30.00	\$0.00	Pending
[44-*** - Water heaters/Appliances] WATER HEATER						
75293	646 MENLO PARK RD..21-3846	DONALD E LANGEMAK & ROBERT J ENGSTROM	ANDERSON PLUMBING	\$30.00	\$575.00	Pending
[44-*** - Water heaters/Appliances] WATER HEATER						
74906	2028 AUGUST ST..21-1361-3	HARPAZO LLC C/O COLLIERS INTERNATIONAL	CURRENT ELECTRICAL SERVICES	\$140.00	\$15,750.00	Pending
[46-*** - Electrical Service Change] BRING BUILDING BASEMENT BACK TO CODE AFTER WATER DAMAGE						
74945	1931 UNIVERSITY AV..21-2193	MICHAEL J YOUNKLE	DE BAKER, INC.	\$50.00	\$1,000.00	Closed
[46-*** - Electrical Service Change] SERVICE CHANGE						
74964	1374 ST. CLAIR ST..14-47	ARTHUR S MORREAU	JTC IDEAL ELECTRIC	\$50.00	\$1,500.00	Closed
[46-*** - Electrical Service Change] SERVICE UPGRADE						
74969	730 ABRAMS ST..21-1342	JM WATERMOLEN PROPERTIES LLC	ALL POWER ELECTRIC LLC	\$70.00	\$700.00	Closed
[46-*** - Electrical Service Change] REPLACE ALL SUBFEEDER BREAKERS IN OUTSIDE METER BANKS						
74970	736 S JEFFERSON ST..15-45	ROBERT E GOYNES	ALL POWER ELECTRIC LLC	\$50.00	\$1,900.00	Closed
[46-*** - Electrical Service Change] 2-FAMILY SERVICE UPGRADE FROM 60 TO 100 AMP						
74979	507 N CHESTNUT AV..5-954	JANICE R LIESSE	VAN ERT ELECTRIC	\$50.00	\$0.00	Closed
[46-*** - Electrical Service Change] SERVICE CHANGE						
75047	1314 WESTERN AV..3-816-E	TIMOTHY M & GENEVIEVE P DENNY	CHAMPION ELECTRIC LLC	\$50.00	\$1,200.00	Closed
[46-*** - Electrical Service Change] SERVICE UPGRADE FROM 60 AMP TO 100 AMP						
75048	1695 FIESTA LN..21-1110-M-61	MICHAEL J & SUSAN E ARTIS	CHAMPION ELECTRIC LLC	\$50.00	\$1,200.00	Pending
[46-*** - Electrical Service Change] UPGRADING SERVICE FROM 60A TO 100A AND RUNNING FEEDER TO GARAGE.						
75127	605 15th AV..2-668	RUTH CARRIVEAU	STIEGLER ELECTRIC	\$50.00	\$2,235.00	Closed
[46-*** - Electrical Service Change] SERVICE UPGRADE						
75144	1115 KENWOOD ST..1-2272	RONALD C & TIFFANY ORZECH JR	THOMAS ELECTRIC	\$50.00	\$1,200.00	Pending
[46-*** - Electrical Service Change] UPGRADE TO 200 AMP						
75146	2659 INDIAN HILL DR..6H-2330	ERIC A RENIER	FUSION ELECTRIC	\$50.00	\$3,500.00	Pending
[46-*** - Electrical Service Change] TEMPORARY SERVICE AND SERVICE UPGRADE						
75236	643 MENLO PARK RD..21-3828		GOLIK ELECTRIC	\$50.00	\$600.00	Pending
[46-*** - Electrical Service Change] PANEL CHANGE						
75238	1523 N DANZ ..21-429-15	CITY OF GREEN BAY-CLERK	VAN ERT ELECTRIC	\$50.00	\$5,000.00	Pending
[46-*** - Electrical Service Change] NEW 100 AMP SVC						
75255	527 S VAN BUREN ST..14-799	DREW J & CATHERINE M MARIANI	SCHOMMER ELECTRIC	\$50.00	\$1,900.00	Pending
[46-*** - Electrical Service Change] 100 AMP OH TO 200 AMP UG (2 METERS) WIRE AIR CONDITIONER UPPER UNIT ONLY						
75288	1905 PREBLE AV..21-2187-2	MARANT APARTMENTS LLC	SCHWEINER ELECTRIC	\$50.00	\$1,000.00	Pending

[46-*** - Electrical Service Change] SERVICE UPGRADE

75110	834 REDWOOD DR..2-1255	CLARENCE E & CAROL MICKELSON	STAR ELECTRIC SERVICE, INC.	\$50.00	\$300.00	Closed
[47-*** - Electrical Service Repair] BROKEN SERVICE RISER PIPE. REMOVE AND REPLACE SERVICE RISER PIPE AND MAYBE WIRE DEPENDING ON WHAT SHAPE THE OLD WIRE IS IN						
75151	630 E WALNUT ST..11-239	FLUENT SOFTWARE ADVICE BV	DE BAKER, INC.	\$50.00	\$0.00	Pending
[47-*** - Electrical Service Repair] SERVICE REPAIR						
75177	602 ALROSE ST..21-2277	ALLEN W LUEDTKE	ADAM CLEVEN ELECTRIC LLC	\$50.00	\$600.00	Pending
[47-*** - Electrical Service Repair] REPLACE DAMAGED METER BASE AND SERVICE MAST						
75303	1479 N MILITARY AV..		GREEN BAY WATER UTILITY	\$0.00	\$200.00	Pending
[47-*** - Electrical Service Repair] REPLACE MAIN BREAKER						
74361	1806 BOND ST..6-61-A	GREEN BAY AREA PUBLIC SCHOOL DISTRICT KELLER	ELAND ELECTRIC CORP	\$70.00	\$11,490.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELECTRIC FOR CHILLER REPLACEMENT						
74531	2740 W MASON ST..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	ELAND ELECTRIC CORP	\$300.00	\$0.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALLATION OF SOLAR ARRAY SYSTEM AT THE GREAT LAKES ENERGY EDUCATION (GLEE) CENTER ON NWTC CAMPUS						
74838	2733 KLEE ST..6H-1541	DAVID G & AMY JO ZANDER	GRAESE ELECTRIC	\$50.00	\$2,200.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] TRENCH & INSTALL 100 AMP RATED WIRE FROM THE HOUSE TO THE SHED						
74904	2032 AUGUST ST..21-1361-3	HARPAZO LLC C/O COLLIERS INTERNATIONAL	CURRENT ELECTRICAL SERVICES	\$70.00	\$5,850.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] BRING BUILDING BACK TO CODE AFTER WATER DAMAGE						
74907	2034 AUGUST ST..21-1361-3	HARPAZO LLC C/O COLLIERS INTERNATIONAL	CURRENT ELECTRICAL SERVICES	\$140.00	\$15,750.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] BRING BUILDING BASEMENT BACK TO CODE AFTER WATER DAMAGE						
74920	966 LANGLADE AV..1-353	JUAN F GONZALEZ	STIEGLER ELECTRIC	\$50.00	\$2,003.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] SERVICE CHANGE RELOCATING METER AND PANELS						
74935	1442 TRAEGER ST..6-1175	REAL ESTATE VENTURES LLC	AL COREY ELECTRIC	\$50.00	\$1,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALL NEW SWITCHES - REL'S WHERE NECESSARY						
74950	420 S ASHLAND AV..3-908	ERIC P & SHELLY A MURPHY	J&N ELECTRICAL CONTRACTOR	\$50.00	\$0.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] FIRE RESTORATION						
74955	1205 VELP AV..18-149	ERIC K ELLIOTT	CURRENT ELECTRICAL SERVICES	\$50.00	\$500.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REWIRING OF TEMP POWER TO HOME TO RESTORE POWER AFTER DAMAGE CAUSED BY FIRE						
74968	740 ABRAMS ST..21-1342	JM WATERMOLEN PROPERTIES LLC	ALL POWER ELECTRIC LLC	\$70.00	\$700.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACE ALL SUBFEED BREAKERS IN OUTSIDE METER BANKS						
74977	810 WAVERLY PL..1-1091	KATHLEEN NOLLE	ELAND ELECTRIC CORP	\$50.00	\$600.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] EMERGENCY REPAIR MAIN BREAKER BURNT UP IN ELECTRICAL PANEL. REPLACE ELECTRICAL PANEL WITH NEW PANEL.						
*PENDING**						
74978	1199 OREGON ST..5-677-B	RICHARD P & TRACIE M BRYFCZYNSKI	NORTHERN ELECTRIC, INC.	\$50.00	\$585.00	Closed

[48-*** - Electrical Wiring (Misc., Alteration, Repair)] SERVICE MAST WAS BENT IN A STORM, REPLACING MAST AND RESECURE THE GUY WIRE. EMERGENCY WORK.

74990	644-646 MENLO PARK RD..21-3846	DONALD E LANGEMAK & ROBERT J ENGSTROM	GOLIK ELECTRIC	\$50.00	\$1,200.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACING MAIN PANELS IN BOTH UNITS. PANEL CHANGE ONLY. BEING REPLACED BECAUSE THEY WERE UNDER WATER DURING THE FLOODING. ADDING NEW GROUND RODS						
75078	2396 MANITOWOC RD..21-3290	RICHARD A GREENING	TMG SOLUTIONS LLC	\$50.00	\$500.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] PANEL CHANGE & MISC WIRING						
75083	1369 E MASON ST..17-424	DMG GREEN BAY HOLDINGS LLC	FAITH TECHNOLOGIES	\$140.00	\$39,956.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] 14 POLE BASES IN PARKING LOT						
75131	105 S ASHLAND AV..3-73	BONNIE NYKVIST	ELMSTAR ELECTRIC	\$140.00	\$20,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] NEW SERVICE FOR TRAFFIC SIGNALS						
75134	3109 NICOLET DR..22-1611	RODNEY L & JOYCE E GOLDHAHN	KOZELEK ELECTRIC	\$50.00	\$800.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACE UNDERGROUND METER BASE						
75143	1530 BYLSBY AV..6-34	WISCONSIN PUBLIC SERVICE	VAN ERT ELECTRIC	\$70.00	\$1,500.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] 100 AMP COMMERCIAL SERVICE TO WEATHER HUT						
75179	2130 BASTEN ST..21-296-1	GREEN BAY AREA PUBLIC SCHOOL DISTRICT DANZ	VAN DEN HEUVEL ELECTRIC INC	\$140.00	\$46,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] WPS TRANSFORMER LOCATION MOVE - SERVICE STAYS THE SAME						
75191	2240 MAIN ST..21-458-1	H K H INC	E-STREET ELECTRIC	\$70.00	\$500.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSPECT AND REPAIR ELECTRICAL INSTALL PER CITY INSPECTION						
75192	1332 S BROADWAY..1-916	B & B INVESTMENTS LLC	E-STREET ELECTRIC	\$70.00	\$1,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACE ELECTRICAL PANEL AND FIX ISSUES PER INSPECTION						
75237	1019 GOODELL ST..17-1000	JASON & VICKI MAES	MASTER ELECTRIC	\$50.00	\$200.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ORDERS - SEE COMPLAINT #88574						
75271	1819 MAIN ST..21-1325-3	GREEN BAY C LLC	PACE ELECTRICAL	\$140.00	\$14,500.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] WIRING FOR NEW ON-LINE GROCERY CLICK LIST LOCATED IN OLD BANK SPACE						
75286	1833 CAREFUL CT..6-2806	MICHAEL L & DIANE L WENNINGER	STIEGLER ELECTRIC	\$70.00	\$1,115.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALL ELECTRICAL SERVICE FOR SIGN IN ROW						
75101	133 N BROADWAY..4-201	BETT LLC	VANRITE PLUMBING	\$0.00	\$5,850.00	Closed
[49-*** - backwater valve/sump pump] LEAD WATER REPLACEMENT						
75102	131 N BROADWAY ..4-201-1	BROADWAY WHITE LLC	VANRITE PLUMBING	\$0.00	\$5,850.00	Closed
[49-*** - backwater valve/sump pump] LEAD WATER REPLACEMENT						
75103	127 N BROADWAY..4-201-1	BROADWAY WHITE LLC	VANRITE PLUMBING	\$0.00	\$5,850.00	Closed
[49-*** - backwater valve/sump pump] LEAD WATER REPLACEMENT						
75115	1156 MARQUETTE AV..1-1490	CORY L & KELSIE G PETERSEN	HOCKERS PLUMBING	\$50.00	\$1,000.00	Closed
[49-*** - backwater valve/sump pump] PALMER VALVE						
74836	3436 EDINBURGH RD..22-1588-139	JOHN K & MOLLY J POLLOCK	TITAN COMPANIES	\$50.00	\$3,499.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

74951	1144-1146 CHANTEL ST..6-2226	J SQUARED HOLDINGS LLC	ULTIMATE AIR INC	\$50.00	\$0.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

74957	2868 OGDAN WOODS DR..6H-4125	SADA A ALTON	WESLEY HEATING AND SHEET METAL	\$50.00	\$4,004.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

74958	1121 TARA MARIE CT..6H-4239	JOHN A & VICKI L WARTMAN	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,568.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

74959	2991 WEST POINT RD..6H-1216-5	BRENDA BRUNETTE & ELLEN OLMSTED	NEWCAP, INC.	\$50.00	\$0.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

74960	1513 ELLIS ST..8-36	ROBERT J & CONNIE A GOGOS	RICHARDS HEATING & COOLING	\$50.00	\$2,745.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

74961	1426 PORLIER ST..17-705	MARK H & KATHRYN E KAMIN	VAN'S HEATING & AC	\$50.00	\$11,544.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

74962	1051-1057 LAURA ST..21-1110-M-100	RUBENS REALTY	PAT BLINDAUER HEATING & A/C, LLC	\$100.00	\$4,500.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & WATER HEATER- 1051 LAURA

(PENDING-WATER HEATER)

74963	1051-1057 LAURA ST..21-1110-M-100	RUBENS REALTY	PAT BLINDAUER HEATING & A/C, LLC	\$80.00	\$4,500.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & WATER HEATER 1057 LAURA

(PENDING-WATER HEATER)

74965	1401 STATE ST..1-1373	LEICHT TRANSFER & STORGE CO	ROBINSON HEATING & COOLING	\$140.00	\$8,400.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FUNACE & AIR CONDITIONER

74966	656-658 MENLO PARK RD..21-3845	FRANCIS W & CHERYL A VLIES	K KELLY INC	\$50.00	\$6,000.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE - 656 MENLO PARK

74967	656-658 MENLO PARK RD..21-3845	FRANCIS W & CHERYL A VLIES	K KELLY INC	\$50.00	\$6,000.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

74971	1446 PILGRIM ST..1-394-E	JOSEPH T & AUDREY J LEISGANG	COMFORT CONTROL SYSTEMS	\$50.00	\$4,300.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

74991	1415 ROSALIE LN..6-1014	KIMBERLY KLUMB	FOREMEN HEATING & VENT INC	\$50.00	\$2,835.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

74992	3028 WHITE SANDS TERR..6H-4170	DONALD G MURRAY	IDEALAIR HEATING & COOLING INC.	\$50.00	\$2,992.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

74993	1225 SHEPHERDS PATH..6H-2946	VANSTRATEN PROPERTIES OF GREEN BAY LLC	ROBINSON HEATING & COOLING	\$50.00	\$2,200.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

74994	2028 AUGUST ST..21-1361-3	HARPAZO LLC C/O COLLIERS INTERNATIONAL	BLACK-HAAK HEATING, INC.	\$70.00	\$11,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

74996	2034 AUGUST ST..21-1361-3	HARPAZO LLC C/O COLLIERS INTERNATIONAL	BLACK-HAAK HEATING, INC.	\$70.00	\$11,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

74997	2032 AUGUST ST..21-1361-3	HARPAZO LLC C/O COLLIERS INTERNATIONAL	BLACK-HAAK HEATING, INC.	\$70.00	\$14,000.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

74998	3276 SITKA ST..21-7110	MCMAHON TRUST OF 1996	K KELLY INC	\$50.00	\$3,006.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75012	1665 JUNIPER DR..21-1110-M-74	JASON A & LORI A RENIER	RICHARDS HEATING & COOLING	\$50.00	\$3,325.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURANCE

75013	1421 PILGRIM ST..1-390-C	ROBBIE W & SARA E KVITEK	COMFORT CONTROL SYSTEMS	\$50.00	\$4,300.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

75014	1525 SUE LN..1-2145	RAYMOND W & ETHEL SCHUH	COMFORT CONTROL SYSTEMS	\$50.00	\$3,855.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75015	1145 APHRODITE RD..21-5186	GUILLERMO O QUINTANILLA	COMFORT CONTROL SYSTEMS	\$50.00	\$11,849.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75016	1093 ROSCOE ST..1-388	THOMAS W HABERSTEIN	BAY AREA SERVICES INC	\$50.00	\$3,870.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75017	1033 ETHEL AV..18-997-6	CHRISTINE A FISCHER	BAY AREA SERVICES INC	\$50.00	\$2,200.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75018	2131 SOUTH POINT RD..6H-3485	RICHARD E KROLL	BAY AREA SERVICES INC	\$50.00	\$6,600.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75019	1510 EMILIE ST..17-1004	MARIANNE L PETTEY	BAY AREA SERVICES INC	\$50.00	\$3,850.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75020	809 S BAIRD ST..17-739-1	JAMIE L ELLINGSON	BAY AREA SERVICES INC	\$50.00	\$8,350.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75021	3131 WINDLAND DR..21-5353	SHANE BRUHNKE	BAY AREA SERVICES INC	\$50.00	\$7,500.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75022	1815 SOUTHVIEW LN..6-2731	CONSTANCE A DEMEUSE	BAY AREA SERVICES INC	\$50.00	\$5,200.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

75023	1504 SHAWANO AV..6-237-B	MICHAEL J & CANDY R HENDRICKS	BAY AREA SERVICES INC	\$50.00	\$6,550.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75024	2764 BROOKHAVEN CT..21-4965	ROBERT F & MARY F SMITH	BAY AREA SERVICES INC	\$50.00	\$7,900.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75031	1112 OREGON ST..5-703-C	STANLEY R & JULIE G OLSON	BAY AREA SERVICES INC	\$50.00	\$2,400.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75034	1536 ELLIS ST..19-234	MARJORIE H DE VILLERS	HEALTHY HOMES HEATING & COOLING	\$50.00	\$4,597.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75040	854 KELLOGG ST..5-1427	MASON TACKMIER	BENJAMIN CONST. HEATING & COOLING	\$50.00	\$4,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75041	856 KELLOGG ST..5-1427	MASON TACKMIER	BENJAMIN CONST. HEATING & COOLING	\$50.00	\$4,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75044	2124 MANITOWOC RD..21-420-16	JING H ZHENG	BENJAMIN CONST. HEATING & COOLING	\$50.00	\$2,300.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] GAS FURNACE

75050	1813 BEETHOVEN ST..21-262-54	JAMES V & KAREN A LACEY	K KELLY INC	\$50.00	\$4,005.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75051	2929 ST. ANTHONY DR..21-275-1-10	MORaine RIDGE REAL ESTATE LLC	K KELLY INC	\$70.00	\$2,000.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75052	2929 ST. ANTHONY DR..21-275-1-10	MORaine RIDGE REAL ESTATE LLC	K KELLY INC	\$70.00	\$2,000.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75053	3270 NAUTICAL CT..22-1443-1	DAVID W & LONNA M CALDER	WESLEY HEATING AND SHEET METAL	\$50.00	\$5,481.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75054	2350 VAN BEEK RD..21-3504	JARON M JAEGER	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,370.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75055	1181 9th ST..1-416	JOEL R & CHRISTINA H JOSKI	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,797.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75056	3377 DAVIES AV..22-1831	DANIEL P SCHRICKEL	VAN'S HEATING & AC	\$50.00	\$11,451.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75057	1412 SPARTAN RD..21-240-3	WAYNE P & BONNIE L BAILEY	VAN'S HEATING & AC	\$50.00	\$5,436.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

75062	1451 UNIVERSITY AV..19-49-1	BOYS CLUB OF GREEN BAY INC	TWEET GAROT	\$70.00	\$27,831.93	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

75071	2762 KLEE ST..6H-2428	DONALD J & TAMMY T BEAULEAU	ULTIMATE AIR INC	\$50.00	\$0.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75072	1313 BROCOIN WAY..6H-1792	ONEIDA NATION	COMFORT CONTROL SYSTEMS	\$50.00	\$3,755.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75073	1443 LANGLADE AV..6-957	CYNTHIA GARBISCH	VAN'S HEATING & AC	\$50.00	\$12,455.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75074	1851 ROWE LN..6-2540	WILLIAM A & JUDITH E SMITH	COMFORT CONTROL SYSTEMS	\$50.00	\$6,606.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

75080	968 HOLZER ST..18-829-A	JOAN SEUBERT	HEALTHY HOMES HEATING & COOLING	\$50.00	\$3,649.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75085	882 HUBBARD ST..5-554	ERIVAN ENTERPRISES LLC	THERMAL WORX HEATING & COOLING	\$50.00	\$2,500.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75090	644 MENLO PARK RD..21-3846	DONALD E LANGEMAK & ROBERT J ENGSTROM	LEMERE HEATING	\$50.00	\$7,500.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75091	646 MENLO PARK RD..21-3846	DONALD E LANGEMAK & ROBERT J ENGSTROM	LEMERE HEATING	\$50.00	\$7,500.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75097	1168 OREGON ST..5-1534	PEGGY A PHILLIPS	HURCKMANN HEATING	\$50.00	\$5,900.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75098	1415 SPENCE ST..1-2007-E	EDWARD J DANOFF	HURCKMAN HEATING & COOLING	\$50.00	\$6,041.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIRCONDITIONER

75099	1215 10th AV..1-185	ADAM P KESLER	HURCKMAN HEATING & COOLING	\$50.00	\$3,693.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75100	135 N ASHLAND AV..4-241	THOMAS R BEVERLY JR	HURCKMAN HEATING & COOLING	\$100.00	\$5,250.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER
**DOUBLE PERMIT FEE SEE COMPLAINT #88925

75104	817 12th AV..2-493	GLENN A R & BRUCE J BOUCHER	APEX HEATING & AIR CONDITIONING	\$50.00	\$6,075.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75105	708 BOND ST..5-1100	MICHAEL LOM	APEX HEATING & AIR CONDITIONING	\$50.00	\$4,940.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75106	1497 CEDAR ST..19-135	KENNETH L & SHERI L WARD	APEX HEATING & AIR CONDITIONING	\$50.00	\$4,940.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75107	1913-1915 MULBERRY LN..6H-1508-M-23	PINNACLES UNLIMITED LLC	SINKLER HEATING & COOLING, INC	\$50.00	\$3,495.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER 1913 MULBERRY LN

75108	1913-1915 MULBERRY LN..6H-1508-M-23	PINNACLES UNLIMITED LLC	SINKLER HEATING & COOLING, INC	\$50.00	\$3,495.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER AT 1915 MULBERRY LN

75109	1506 10th AV..1-645	MARK A & CAROL J POLOMIS	ROBINSON HEATING & COOLING	\$50.00	\$5,600.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75111	220 WOODLAWN AV..5-571	ROBERT J & LORI L TOURVILLE	BAY AREA SERVICES INC	\$50.00	\$3,600.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75112	1745 9th ST..6-2175	JUSTIN R & BROOK L ANDERSON	WESLEY HEATING AND SHEET METAL	\$50.00	\$4,027.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75113	1121 THORNDAL ST..1-2289	JOHN W & NANCY J CARDONI	SINKLER HEATING & COOLING, INC	\$50.00	\$3,245.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

75121	1753 OAKDALE AV..21-2304-2	SAMANTHA SCHRODER	LAKESHORE HEATING & COOLING	\$50.00	\$2,500.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75122	1669 JANICE AV..6-199-B-1	WHPC VILLA WEST GREEN BAY LLC	K KELLY INC	\$140.00	\$40,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] 2 BOILERS

75123	1250 DIVISION ST..5-1336-B	SAINT PAULS METHODIST CHURCH	IDEALAIR HEATING & COOLING INC.	\$50.00	\$1,456.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
75128	1818 OAK LEAF DR..6H-1269-25	SHANE R & CORRINE P BIRD	HEALTHY HOMES HEATING & COOLING	\$50.00	\$13,460.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
75129	1502 ACORN DR..6H-1609	MARYANNE & JOANNE K EASTMAN	JJ HEATING & COOLING	\$50.00	\$1,984.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
75130	3335 IRIS CT..21-44-6	DEREK W BLACKMAN	HEALTHY HOMES HEATING & COOLING	\$50.00	\$6,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER						
75137	1612 KALAHARI DR..6H-3225	NICK J & KELLY J POOLE	BAY AREA SERVICES INC	\$50.00	\$4,100.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
75138	1933 STRAWBERRY LN..6H-1508-M-4	RYAN M & KRYSTLE A ABEL	COMFORT CONTROL SYSTEMS	\$50.00	\$6,950.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
75145	971 HICKORY HILL DR..1-22	ED MADER	TITAN SERVICES LLC	\$50.00	\$2,200.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
75149	2430 PECAN ST..21-3083	RICHARD/CINDY VAN GROLL	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,968.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
75168	1037 PARK ST..18-1162	MARK J ULLMER	VAN'S HEATING & AC	\$50.00	\$9,736.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
75169	729 ELIZA ST..16-165-A	JESSE R WIEN	SINKLER HEATING & COOLING, INC	\$50.00	\$3,375.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
75170	832 S MILITARY AV..6-454	TRACY M CRAWFORD	SINKLER HEATING & COOLING, INC	\$70.00	\$1,725.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] SPACE HEATER						
75171	411 8th ST..1-857	KYLE GOFFARD RENTALS LLC	ROBINSON HEATING & COOLING	\$50.00	\$2,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
75172	2898 FERNDAL DR..6H-2878	KEVIN N & KAREN L HAMILTON	ROBINSON HEATING & COOLING	\$50.00	\$3,400.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
75189	1611 LOUISE ST..21-1334-24	JANDRAIN RENTALS LLC	HEALTHY HOMES HEATING & COOLING	\$50.00	\$4,700.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
75196	440 BADER ST..21-446-9	DALE P VANDENBUSH	K KELLY INC	\$50.00	\$3,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
75197	442 BADER ST..21-446-9	DALE P VANDENBUSH	K KELLY INC	\$50.00	\$3,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
75198	2642 TERESA DR..21-6944	RYAN M PROUTY & LAURA M ANDERSON	K KELLY INC	\$50.00	\$9,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
75199	905 BADER ST..21-1176-B-6	CYNTHIA G BINNS	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,000.00	Withdrawn

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75200	3090 BAY VIEW DR..21-1111-D-277	DUVALL & BRIANNA N PERRY	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,615.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75201	1100 BIEMERET ST..1-1396-D-1	NICHOLAS & KATIE BIENZEN	BAY AREA SERVICES INC	\$50.00	\$4,450.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75202	3166 EASTBREEZE LN..21-5321	SHARON SLAGER	BAY AREA SERVICES INC	\$50.00	\$3,610.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75204	362 MOON VALLEY DR..21-5017	STEVEN J & RUTH A DAAVETILA	BAY AREA SERVICES INC	\$50.00	\$3,670.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75207	1701 OAK LEAF DR..6H-1651	RANDY E PALMER	BLACK-HAAK HEATING, INC.	\$50.00	\$2,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75208	1368 VANDERBRAAK ST..21-1648	PENNY A COLLIER	JJ HEATING & COOLING	\$50.00	\$0.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75210	1615 RANCLAND DR..6-210-C-1	LOREN H & ARLEEN M DUNN	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,150.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75211	1330 ARGONNE DR..6-210-C-1	LOREN H & ARLEEN M DUNN	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,175.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75226	2819 DOE TRAIL..6H-3880	DAVID A & DIANE B SCHULTZ	PARADISE HEATING AND COOLING	\$50.00	\$3,600.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75229	2346 VAN BEEK RD..21-3503	JORDAN S & BETHANY G MILLER	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,547.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75230	1051 KELLOGG ST..5-743	RUTH E HOMRIGHAUS	WESLEY HEATING AND SHEET METAL	\$50.00	\$4,024.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75256	825 REBER ST..20-106	JULIE SWANER	VAN'S HEATING & AC	\$50.00	\$4,960.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75258	1272 CASS ST..14-1168	2005 NELSON FAMILY TRUST	BAY AREA SERVICES INC	\$50.00	\$5,500.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

75259	136 SWISS HILL DR..21-82-35	WAYNE R PETERSON	BAY AREA SERVICES INC	\$50.00	\$4,600.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75260	1397 DIVISION ST..6-85-7	TERRY V & YVONNE R DRAKE	BAY AREA SERVICES INC	\$50.00	\$3,600.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75261	2987 SUNSHINE PL..6H-2931	BARRY S ANDERSON	BAY AREA SERVICES INC	\$50.00	\$5,100.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

75276	1232 WESTERN AV..3-819-B	EDLEE & KATHLEEN A KARNZ JR	HEATING & COOLING WORKS	\$100.00	\$0.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75282	1448 RUSSELL ST..6-537-C	ROBERT J & SUSAN K WEEKES	BAY AREA SERVICES INC	\$50.00	\$12,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER & AIR CONDITIONER

75283	505 SILVER SPRING DR..6-2859-6	NANCY S VANCAMP	BAY AREA SERVICES INC	\$50.00	\$4,050.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75284	2259 FINGER RD..21-819-33	SS SOLUTIONS LLC	BAY AREA SERVICES INC	\$50.00	\$2,950.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75297	473 EDWARD DR..21-3598	DONNA MAE BARNHART	SINKLER HEATING & COOLING, INC	\$50.00	\$2,886.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75298	1505 EASTMAN AV..21-1198-2	ARLEEN A PETERSON	ACTION HEATING & COOLING	\$50.00	\$4,059.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75299	1456 DOUSMAN ST..6-89	MARY ANN BRUNETTE	COMFORT CONTROL SYSTEMS	\$50.00	\$4,900.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75300	1505 LEO ST..6-1708	TOU P XIONG & KONG VANG	APEX HEATING & AIR CONDITIONING	\$50.00	\$4,690.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

75301	2128 MAIN ST..21-453-2	PDQ REAL ESTATE HOLDINGS LLC	APEX HEATING & AIR CONDITIONING	\$70.00	\$8,090.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

75302	905 BADER ST..21-1176-B-6	CYNTHIA G BINNS	SINKLER HEATING & COOLING, INC	\$50.00	\$2,630.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

73761	1365 E MASON ST..17-427	BRIAN G VAN DREEL	NORTHEAST ASPHALT, INC.	\$540.00	\$285,000.00	Pending
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[57-*** - Parking lot (New & Reconstruction)] \$5000 SWM Bond needed. -PAID CR
-EC permit issued

74989	919 SCHWARTZ ST..21-1344-3-2	PEACE UNITED METHODIST CHURCH	MILIS FLATWORK	\$70.00	\$10,000.00	Pending
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[57-*** - Parking lot (New & Reconstruction)] No land disturbance. Subgrade not affected and concrete overlay over current asphalt.
PARKING LOT REPAIRS. DOES NOT INCLUDE ROW

74808	2060 MEADOWSWEET DR..6H-4113	FRANCINE R PARRETT	MAD CITY BATHS	\$50.00	\$24,000.00	Closed
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[62-*** - repair/alter existing plumbing system] SHOWER

74946	500 N MONROE AV..11-102	KEVIN P & JEFFREY J RYAN	VANRITE PLUMBING	\$0.00	\$5,850.00	Closed
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[62-*** - repair/alter existing plumbing system] REPLACE LEAD WATER SERVICE

74948	839 CHRISTIANA ST..3-149-A	GREEN BAY HOUSING AUTHORITY	BENO PLUMBING	\$0.00	\$2,000.00	Pending
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[62-*** - repair/alter existing plumbing system] REPLACE OLD CAST IRON DRAINS WITH NEW PVC & ADD PALMER VALVE
N/C CITY OWNED

74952	1245 MAIN ST..8-264	J DARRELL GREIG JR	VANRITE PLUMBING	\$0.00	\$4,350.00	Pending
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[62-*** - repair/alter existing plumbing system] REPLACING LEAD WATER SERVICE

74953	1023 MAIN ST..9-34	J5B DEVELOPMENT LLC	VANRITE PLUMBING	\$0.00	\$5,850.00	Closed
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[62-*** - repair/alter existing plumbing system] REPLACING LEAD WATER SERVICE

74954	1264 MAIN ST..8-283	RONALD L & RACHEL A SMITS	VANRITE PLUMBING	\$0.00	\$4,350.00	Closed
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[62-*** - repair/alter existing plumbing system] REPLACING LEAD WATER SERVICE

74956	227 E WALNUT ST..12-119	CITY OF GREEN BAY-CLERK	BENO PLUMBING	\$0.00	\$2,780.00	Pending
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[62-*** - repair/alter existing plumbing system] ADD OPEN SITE DRAINS FOR THE HVAC CONDENSATE

74974	712 ST. GEORGE ST..8-222	TL CONSTRUCTION MANAGEMENT COMPANY LLC	MATT'S SERVICES	\$0.00	\$3,645.00	Closed
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[62-*** - repair/alter existing plumbing system] LEAD WATER PIPE REPLACEMENT

74975	135 N ASHLAND AV..4-241	THOMAS R BEVERLY JR	MATT'S SERVICES	\$0.00	\$6,595.00	Closed
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[62-*** - repair/alter existing plumbing system] LEAD WATER PIPE REPLACEMENT

74976	859 DIVISION ST..5-1205	MORRIS & KIMBERLY R OLIVER	MATT'S SERVICES	\$0.00	\$4,985.00	Closed
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[62-*** - repair/alter existing plumbing system] REPLACE LEAD PIPE

74982	915 DIVISION ST..5-456	DLRC LLC	ALL PHAZE	\$100.00	\$2,500.00	Pending
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[62-*** - repair/alter existing plumbing system] -PLUMBING UPGRADE -6 FIXTURES *project scope is just plumbing
-ELECTRICAL UPGRADE - BATHROOM EXHAUST FANS, KNOB AND TUBE REPLACEMENT ATTIC, KITCHEN WORK.

75003	1623 SMITH ST..19-480	PATRICIA J MCKENDRY	TUNDRALAND	\$50.00	\$11,197.00	Closed
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[62-*** - repair/alter existing plumbing system] TUB AND SURROUND BEING REPLACED WITH WALKING SHOWER AND SURROUND

75006	2715 RAMADA LN..6H-1122-7	ANDREW C BOST	MAD CITY BATHS	\$50.00	\$8,000.00	Pending
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[62-*** - repair/alter existing plumbing system] REPLACEMENT OF A SHOWER

75008	2297 MANITOWOC RD..21-127	A & P RENTAL LLC	VANRITE PLUMBING	\$30.00	\$4,500.00	Closed
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[62-*** - repair/alter existing plumbing system] WATER SERVICE REPLACEMENT

75010	518 CARRIE LN..6-2522	RICHARD H & NANCY L BROTSKI	MAD CITY BATHS	\$50.00	\$7,500.00	Closed
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[62-*** - repair/alter existing plumbing system] REPLACING SHOWER

75032	1441 S NORWOOD AV..1-1072	DAVID L & SALLY A FISCHER	ROYAL FLUSH PLUMBING	\$50.00	\$3,500.00	Closed
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[62-*** - repair/alter existing plumbing system] PALMER VALVE

75077	2396 MANITOWOC RD..21-3290	RICHARD A GREENING	CONRAD PLUMBING LLC	\$50.00	\$1,500.00	Pending
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[62-*** - repair/alter existing plumbing system] CHANGING OUT PLUMBING FIXTURES, BATH AND KITCHEN

75081	1525 CAPITOL DR..6-146-A	CHARLES A & MARILYN J PERRY	RAMCO CONSTRUCTION	\$30.00	\$3,000.00	Closed
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[62-*** - repair/alter existing plumbing system] MOVE/REPLACE CATCH BASIN

75125	1743 HAROLD ST..19-440	BARBARA GORDAL LARDINOIS	ACE SEWER & WATER	\$30.00	\$0.00	Closed
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[62-*** - repair/alter existing plumbing system] SEWER REPAIR

75173	1731 MORROW ST..21-1202-2	PURPLE ROSE GB LP	BASSETT MECHANICAL	\$70.00	\$10,000.00	Pending
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[62-*** - repair/alter existing plumbing system] REPLACE WATER PIPING AROUND WATER METER

75232	424 S MONROE AV..13-165	MOSKI CORP	BAYLAND EXCAVATING	\$30.00	\$0.00	Pending
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[62-*** - repair/alter existing plumbing system] SEWER/WATER REPAIR

75233	424 S MONROE AV..13-165	MOSKI CORP	HOCKERS PLUMBING	\$70.00	\$0.00	Pending
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[62-*** - repair/alter existing plumbing system] MISC PLUMBING

75257	1316 N IRWIN AV..21-1633	JOSE JORGE FUENTES & ZANDRA FRANCO LOPEZ	SMITH BROTHERS HEATING & COOLING	\$70.00	\$2,200.00	Closed
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[62-*** - repair/alter existing plumbing system] 1-SALON SINK; 1-PEDICURE SINK

75279	147 JACOB ST..21-1752	BRIAN J COLBURN & BARBARA J PAULSEN	MAD CITY BATHS	\$50.00	\$14,000.00	Pending
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[62-*** - repair/alter existing plumbing system] SHOWER INSTALLATION

75281	1462 LIBERTY ST..6-1327	LEONARD R & SANDRA R DETERVILLE	BATH FITTER	\$50.00	\$7,100.00	Pending
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[62-*** - repair/alter existing plumbing system] REPLACE MIXER VALVE AND TUB TO SHOWER CONVERSION

75287	1681 DECKNER AV..21-1205-2	S & G RENTALS LLC	ACE SEWER & WATER	\$30.00	\$1,800.00	Pending
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[62-*** - repair/alter existing plumbing system] SANITARY SEWER REPAIR

75316	712 NORTHERN AV..18-1448	JULIE M & STEVEN A WALTER	TUNDRALAND	\$50.00	\$14,200.00	Pending
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[62-*** - repair/alter existing plumbing system] TUB TO SHOWER CONVERSATION

75060	1065 CAROLINE ST..3-188	JOHN W & MARCIA R CRONK	MAD CITY BATHS	\$50.00	\$12,000.00	Pending
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[63-*** - Shower] SHOWER

75117	1336 WEISE ST..21-1669	VICTORIA A ORTA	MAD CITY BATHS	\$50.00	\$16,000.00	Closed
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[63-*** - Shower] SHOWER

74903	2310 FINGER RD..21-4563	CITY OF GREEN BAY-CLERK	PIEPER ELECTRIC INC	\$0.00	\$200,000.00	Pending
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[64-*** - repair/alter existing hvac system] REPLACE ALL ELECTRICAL DUE TO FLOOD
-REPLACE HVAC

74949	2845 GREENBRIER RD..21-161-2	AURORA HEALTH CARE INC	TWEET GAROT	\$70.00	\$49,750.00	Closed
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[66-*** - Grease Traps] REPLACING EXISTING EXTERIOR CONCRETE GREASE INTERCEPTOR WITH 2 PROCEPTOR EXTERIOR GREASE
INTERCEPTORS

74980	1814 ELIZABETH ST..21-5713	1814 ELIZABETH STREET LLC	MZI Group, Inc.	\$140.00	\$10,000.00	Pending
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[94-*** - Alteration to existing cell tower

] AT&T EQUIPMENT UPGRADES AND MAINTENANCE ON EXISTING RADIO TOWER, SEE ATTCHED CD'S FOR ADDITIONAL DETAILS. PLEASE
CONTACT APPLICANT WITH ANY QUESTIONS: MASTEC/MATT FITZGIBBON 630-634-4932 MATTHEW.FITZBIGGON@MASTEC.COM

75206	2540 UNIVERSITY AV..21-301	TMD PROPERTIES LLC	BLUESTREAM PROFESSIONAL SERVICES LLC	\$70.00	\$15,000.00	Pending
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[94-*** - Alteration to existing cell tower

] ANTENNA SWAP ON EXISTING COMMUNICATIONS TOWER FOR SPRINT. NO CHANGE TO TOWER HEIGHT OF FOOTPRINT ON GROUND.

75318	1560 PROPER ST..19-277	ROBERT CLARK	VANRITE PLUMBING	\$30.00	\$4,000.00	Pending
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[200-*** - water service] WATER SERVICE CONNECTION

75319	1172 SHAWANO AV..3-1058	CHARLES A BRUSKY	VANRITE PLUMBING	\$30.00	\$4,000.00	Pending
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[200-*** - water service] WATER SERVICE CONNECTION

Totals:	356 projects			\$76,528.49	\$11,354,543.93	
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Summary of Projects Issued

10/1/2018 to 10/31/2018

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
01 Single Family House, Detached	13	13	26	13	13	13	13	0	\$18,877.12	\$3,268,820.00
48 Electrical Wiring (Misc., Alteration, Repair)	24	0	0	0	24	0	0	0	\$2,040.00	\$167,949.00
46 Electrical Service Change	15	0	0	0	15	0	0	0	\$860.00	\$38,685.00
47 Electrical Service Repair	4	0	0	0	4	0	0	0	\$150.00	\$1,100.00
50 Heating Unit Replacement/ Air Conditioning	114	0	0	0	0	114	2	0	\$6,220.00	\$600,286.93
40 Sanitary Sewers	2	0	0	0	0	0	2	0	\$60.00	\$3,300.00
41 Storm Sewers	3	0	1	0	0	0	3	0	\$330.00	\$7,500.00
42 Mini Sewers	8	0	0	0	0	0	8	0	\$4,240.00	\$5,200.00
43 Lawn Sprinklers	1	0	0	0	0	0	1	0	\$100.00	\$2,500.00
62 repair/alter existing plumbing system	27	0	0	0	1	0	27	0	\$910.00	\$155,402.00
22 Shed, Yard Building	10	0	0	10	0	0	0	0	\$520.00	\$24,979.00
11 Structures Other Than Buildings (parks, outdoor stadiums, marinas, outdoor swimming pools, outdoor theaters, boardwalks, wharves, docks).	1	0	0	1	1	0	0	0	\$140.00	\$24,000.00
13 Addition to Commercial, Non-Residential Non-housekeeping	2	2	5	2	2	1	1	2	\$8,967.50	\$206,852.00
19 Addition to Garage, Carport (Residential)	2	1	2	2	1	0	1	0	\$810.00	\$514,000.00
02 Single-Family Residential Building, Alteration	14	2	9	14	13	5	13	1	\$2,998.51	\$322,500.00
10 Multi-Family Residential Building Alteration	2	0	3	2	1	1	1	0	\$5,456.48	\$856,700.00
12 Commercial, Non-Residence, Non-Housekeeping, Alteration	12	1	16	12	10	6	8	0	\$16,455.08	\$3,960,203.00
15 Raze Commercial Building or other Structure	5	0	2	5	0	0	2	1	\$445.00	\$140,900.00
21 Demolition of all Other Buildings or Structures	2	0	0	2	0	0	0	0	\$100.00	\$200.00
17 New Garage or Carport	5	5	5	5	4	0	0	0	\$700.00	\$72,500.00
18 Remodel Garage or carport or Shed	1	0	0	1	0	0	0	0	\$50.00	\$3,000.00
23 Deck, Porch, Patio	19	5	7	19	1	0	0	0	\$1,420.00	\$78,922.00
24 Siding	1	0	0	1	0	0	0	0	\$70.00	\$10,000.00
25 Swimming Pool	2	1	0	2	1	0	0	0	\$175.00	\$3,200.00
31 Storage Tank	1	0	0	1	1	0	0	0	\$140.00	\$0.00
33 Roofing	2	0	1	2	1	0	0	0	\$290.00	\$19,800.00
34 Window, Door, Replacement	3	0	1	3	0	0	0	0	\$175.00	\$5,412.00
35 Driveway Expansion	16	0	0	16	0	0	0	0	\$840.00	\$51,725.00
36 Fence	20	0	0	20	0	0	0	0	\$1,090.00	\$106,039.00
37 Signs	5	5	0	5	0	0	0	0	\$538.80	\$22,000.00
40 Sanitary Sewers	1	0	0	1	0	0	0	0	\$30.00	\$55,124.00
44 Water heaters/Appliances	5	0	0	0	0	0	5	0	\$230.00	\$1,445.00
57 Parking lot (New & Reconstruction)	2	1	1	2	0	0	1	1	\$610.00	\$295,000.00
64 repair/alter existing hvac system	1	0	0	0	1	1	0	0	\$0.00	\$200,000.00
200 water service	2	0	0	0	0	0	2	0	\$60.00	\$8,000.00

49 backwater valve/sump pump	4	0	0	0	0	0	4	0	\$50.00	\$18,550.00
66 Grease Traps	1	0	0	0	0	0	1	0	\$70.00	\$49,750.00
63 Shower	2	0	0	0	0	0	2	0	\$100.00	\$28,000.00
94 Alteration to existing cell tower	2	0	0	2	1	0	0	0	\$210.00	\$25,000.00
Totals:	356	36	79	143	95	141	97	5	\$76,528.49	\$11,354,543.93

**RESOLUTION ADOPTING THE
2019 OPERATING PLAN FOR
THE DOWNTOWN GREEN BAY, INC.,
BUSINESS IMPROVEMENT DISTRICT
(PP 18-04)**

November 5, 2018

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of October 22, 2018, the 2019 Operating Plan for the Downtown Green Bay, Inc., Business Improvement District, a copy of which is on file in the Clerk's Office, is hereby adopted.

Adopted _____

Approved _____

Mayor

Clerk

msb

Attachment – Map



Planning Project (PP 18-04)
Request by Downtown Green Bay, Inc. for approval of their 2019 Business Improvement District Operating Plan.

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by City of Green Bay Planning Department.
SJH October 2018



**RESOLUTION ADOPTING THE
2019 OPERATING PLAN FOR
THE OLDE MAIN STREET, INC.,
BUSINESS IMPROVEMENT DISTRICT
(PP 18-05)**

November 5, 2018

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of October 22, 2018, the 2019 Operating Plan for the Olde Main Street, Inc., Business Improvement District, a copy of which is on file in the Clerk's Office, is hereby adopted.

Adopted _____

Approved _____

Mayor

Clerk

msb

Attachment – Map



Planning Project (PP 18-05)
Request by Olde Main Street, Inc. for approval of their 2019 Business Improvement District Operating Plan

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
 Map prepared by City of Green Bay Planning Department.
 SJH October 2018



**RESOLUTION ADOPTING THE
2019 OPERATING PLAN FOR
ON BROADWAY INC.'S
BROADWAY BUSINESS IMPROVEMENT DISTRICT
(PP 18-06)**

November 5, 2018

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of October 22, 2018, On Broadway, Inc.'s 2019 Operating Plan for the Broadway Business Improvement District, a copy of which is on file in the Clerk's Office, is hereby adopted.

Adopted _____

Approved _____

Mayor

Clerk

msb

Attachment – Map



Planning Project 18-06
Request by On Broadway for approval of their 2019 Business Improvement District Operating Plan

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
 Map prepared by City of Green Bay Planning Department.
 SJH October 2018



**RESOLUTION ADOPTING THE
2019 OPERATING PLAN FOR
THE MILITARY AVENUE BUSINESS ASSOCIATION
BUSINESS IMPROVEMENT DISTRICT
(PP 18-07)**

November 5, 2018

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of October 22, 2018, the 2019 Operating Plan for the Military Avenue Business Association Business Improvement District, a copy of which is on file in the Clerk's Office, is hereby adopted.

Adopted _____

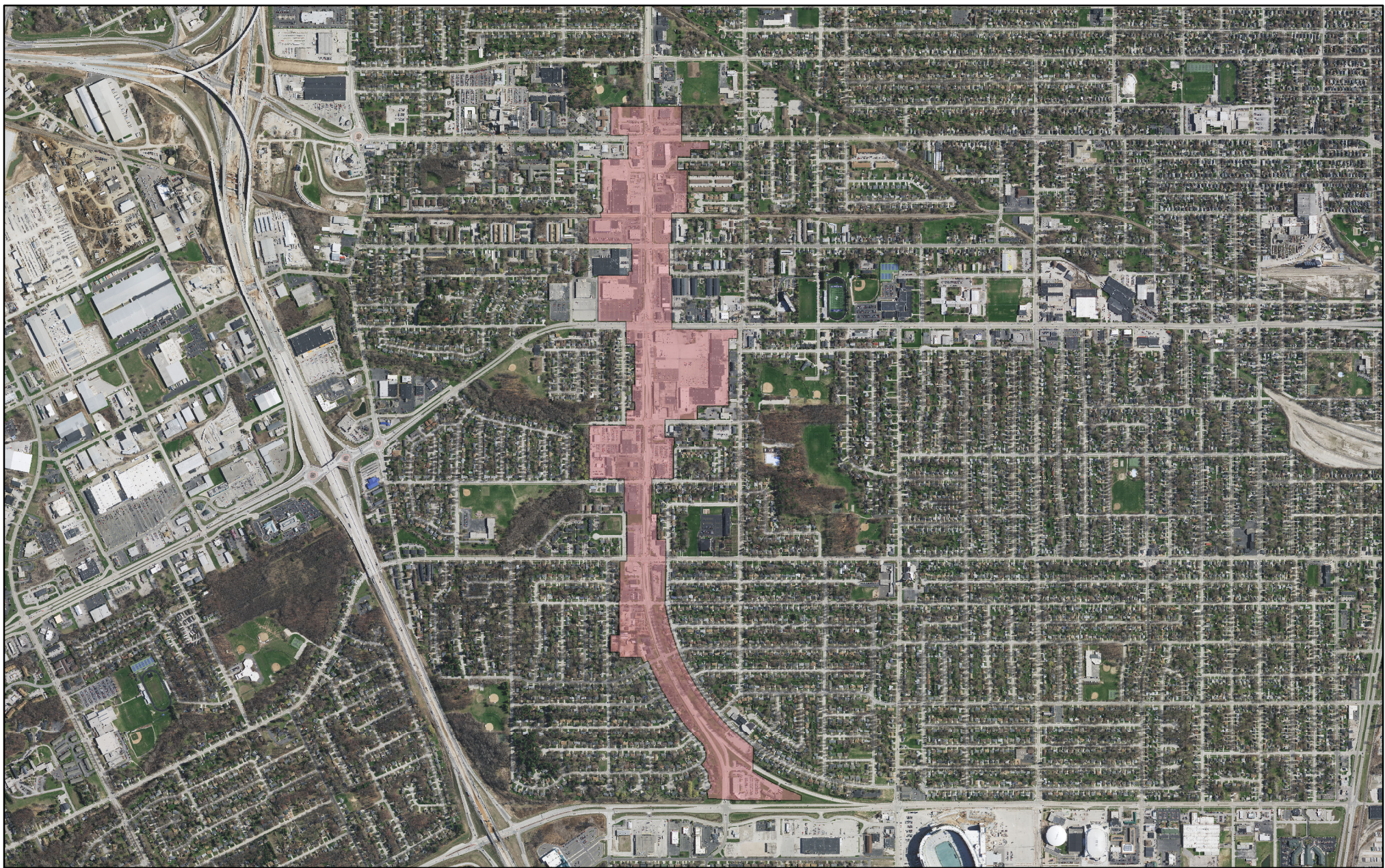
Approved _____

Mayor

Clerk

msb

Attachment – Map



Planning Project 18-07
Request by Military Avenue Business District for approval of their 2019 Business Improvement District Operating Plan

*This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by City of Green Bay Planning Department.
SJH October 2018*



**RESOLUTION APPROVING
EASEMENT ACROSS CITY OWNED PARCELS
November 5, 2018**

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

To approve the request by Wisconsin Public Service Corporation for an Easement across the following City owned parcels:

A. 2880 St. Anthony Drive – Tax Parcel #21-275-10-B.

B. 629 Mt. Mary Drive – Tax Parcel #21-324-1-1.

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION APPROVING THE DEDICATION OF CITY OWNED
LANDS FOR STREET PURPOSES FOR THE RECONSTRUCTION OF
ERIE ROAD
FROM EAST MASON STREET TO PADI WOOD LANE
NOVEMBER 5, 2018**

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

That the following described lands required for Erie Road be dedicated for street rights-of-way purposes.

The East 35 feet of the South 117 feet of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 11, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin. Excepting therefrom that part previously conveyed for road purposes.

Parcel contains 1201 square feet of land more or less.

Part of tax parcel number 21-171-1.

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

Project No.: Erie Road – E. Mason St to
Padi Wood Ln

Parcel No.: 4

**RESOLUTION CANCELLING PENDING SPECIAL ASSESSMENTS
FOR PAVEMENT CONSTRUCTION, WATER MAIN, AND WATER SERVICES
November 5, 2018**

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

1. The Common Council hereby rescinds its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT PAVEMENT on said streets:

**HILLCREST DRIVE – Renaissance Lane to W. Mason Street
HAVEN PLACE – City limits to Renaissance Lane
DOTY STREET - S. Monroe Avenue to S. Baird Street**

2. The Common Council hereby rescinds its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of WATER MAIN AND WATER SERVICES on said streets:

HILLCREST DRIVE – West Point Road to Renaissance Lane

3. All pending special assessments currently shown against properties covered by the previously adopted resolution declaring the intent to levy special assessments are hereby removed, effective with the date of adoption of this resolution.

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION AUTHORIZING
TRANSFER OF FUNDS**

November 5, 2018

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

Pursuant to the recommendation of the Finance Committee at its meeting of October 30, 2018, the following transfer of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	101099-59001 Contingency	\$ 14,714.00
To:	101003-52007 Police and Fire Commission	\$ 14,714.00

Adopted _____

Approved _____

Mayor

Clerk

js

BUDGET ADOPTION AND TAX LEVY RESOLUTION

Green Bay, Wisconsin
November 5, 2018

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

For the purposes of operation of the government and administration of the City of Green Bay for the Year 2019, there is hereby appropriated out of the receipts of the City for the Year 2019, including monies received from the general property tax levy, to the various purposes specified in the budget presented herewith for the purposes stated, the following amount

BUDGET SUMMARY CITY OF GREEN BAY, WISCONSIN

<u>EXPENDITURES</u>	<u>2019 BUDGET</u>
General Government	\$ 4,370,654
Elections	190,426
Police Department	26,336,760
Fire Department	23,637,543
Department of Public Works	17,761,202
Park and Recreation	9,045,752
Planning/Economic Development	2,757,454
Transit	1,607,428
Debt Retirement	18,535,281
Computer Hardware/Software	151,000
Workers Compensation	1,339,430
General Liability Insurance	788,429
Health Insurance Escrow	900,000
TOTAL EXPENDITURES	\$ 107,421,359
<u>REVENUES</u>	
Taxes	\$ 54,003,908
Other taxes	2,994,521
Intergovernmental	26,698,194
License/Permits	2,110,450
Fines	1,485,500
Public charges for services	8,193,870
Miscellaneous	2,956,046
Debt Retirement-Other Sources	8,978,870
TOTAL REVENUES	\$ 107,421,359
TAX INCREMENT DISTRICT	\$ 3,053,448.45
City	\$ 3,053,448.45
OUTSTANDING GENERAL OBLIGATION DEBT DECEMBER 31, 2019	\$ 159,705,000
UNASSIGNED GENERAL FUND BALANCE DECEMBER 31, 2017	\$ 14,582,641

There is hereby levied a tax on all the taxable property within the City of Green Bay, as returned by the Assessor for the year 2018, in an amount equal to that stated in the above budget summary for the uses and purposes set forth in said budget.

Adopted _____

Mayor

Approved _____

City Clerk



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

MEETING DATE

November 5, 2018

PREPARED BY

AGENDA ITEM # W.I.

General Ordinance 27-18

An ordinance amending Section 27.902(2), Green Bay Municipal Code, relating to penalties for marijuana possession.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. A18-0012 MEMORANDUM
2. THC citations-Mahoney 9-27-18
3. GO 27-18 Amend Sect. 27.902(2) relating to penalties for Marijuana possession



Law Department

MEMORANDUM

TO: Protection and Policy Committee

FROM: Kristen K. Johnson, Assistant City Attorney

DATE: September 24, 2018

RE: Proposed Amendment to GBMC 27.902(2)

The City Attorney's Office was asked to give a general report to Council regarding what other communities are doing with respect to fines and other research supporting the proposed ordinance change to GBMC 27.902(2).

Background:

Alder Randy Scannell requested that the Law Department review the ordinance related to possession of marijuana, with the goal of making the penalty less severe. Currently, our ordinance provides that any person possessing 25 grams of marijuana or less is subject to a fine of not less than \$1.00 and not more than \$1000. 00. Our ordinance also prohibits anyone who has a previous conviction in Wisconsin for possession of marijuana from being issued a citation under the ordinance. Rather, someone with a prior conviction for possession must be referred to the District Attorney's Office for criminal charges, no matter how much marijuana they possess. This leaves the Police Department with little discretion when it comes to enforcement and also creates a significant burden on the criminal justice system.

Proposed Amendment:

After discussion with the Police Department, the Municipal Court Judge, and the City Prosecutor, it was determined that the proposed amendment would lower the maximum potential fine for possession of marijuana from \$1000 to \$500. Additionally, the amendment would allow the Police Department to issue citations to individuals with prior possession convictions, rather than mandating that they refer criminal charges to the District Attorney. It is the goal of this amendment that more citations will be issued to municipal court, reducing the burden on the District Attorney's Office and Circuit Court.



Law Department

Research Surrounding Communities

In researching ordinances of surrounding communities, we found that the penalties for a civil citation for possession of marijuana vary greatly amongst Wisconsin municipalities. Several municipalities adopt Wisconsin Statute 66.0107, which authorizes municipalities to enact an ordinance prohibiting possession of marijuana. Under that statute, if a criminal complaint is issued by the District Attorney's Office alleging possession of more than 25 grams of marijuana, or possession of marijuana following a prior conviction for possession of marijuana, the person may not be issued a municipal citation unless the criminal charges are dismissed or the District Attorney's Office declines to prosecute. Many municipalities use these same or similar guidelines within their municipal code, only regulating possession under 25 grams and first time offenders. However, many municipalities have enacted less restrictive local ordinances decriminalizing possession of marijuana, even if the accused possesses more than 25 grams or has a prior conviction for possession. Some municipalities have potential fines upwards of \$1000, while other municipalities do not impose any kind of penalty for possession of marijuana. A summary of several ordinances is included below.

Other Municipalities:

Oshkosh: In January 2018, the Oshkosh City Council voted to lower the minimum fine for marijuana possession from \$325 to \$200 for the first offense. This reduction was the result of a proposal to lower the fine to \$25, which was rejected by the Council.

Stevens Point: Currently the fine for marijuana possession is \$100. In February 2018 the City Council rejected a proposal to lower the fine to \$5.

Madison: A person may possess up to 28 grams of marijuana in a private place and is not subject to a fine. A person cannot possess marijuana in a public place unless it was obtained pursuant to a valid prescription (currently only CBD can be legally prescribed). If a person is caught possessing marijuana in a public place, they face a fine up to \$100.

Milwaukee: The fine for marijuana possession is \$0-50, or the person may be permitted to perform community service and attend substance abuse education in lieu of paying the fine. If a person is convicted of smoking marijuana in a public place, the fine is \$250-500.

Eau Claire: A person convicted of first offense possession of marijuana less than 25 grams shall be fined between \$100-500.



Law Department

Kenosha: The fine for first offense possession of up to 28 grams (1 ounce) is between \$10-750.

Sheboygan: The fine for first offense possession of up to 25 grams is between \$250-1000.

Monona: Individuals 21 or older are permitted to use marijuana at their personal residence or as a lawful guest at another residence. Individuals 21 or older are permitted to possess marijuana at any location.

Marijuana Citations	
2017	363
2018*	336

**ALL CITATIONS HAD A BOND
AMOUNT OF \$880.00**

2017

POSSESSION OF MARIJUANA	363
BANK / SAVINGS LOAN	1
BAR / NIGHT CLUB	8
CHURCH / SYNAG / TEMPLE	1
COMMUNITY CENTER	1
CONVENIENCE STORE	5
DEPT / DISCOUNT STORE	3
GOV'T / PUBLIC BLDG.	1
GROCERY / SUPERMARKET	2
HIGHWAY / ROAD / ALLEY	166
HOTEL/MOTEL/ETC.	10
OFFENDER'S RESIDENCE	24
OFFENDER'S VEHICLE	4
OTHER / UNKNOWN	6
OTHER RESIDENCE	11
OTHER TEMP LODGING	1
OTHER VEHICLE	1
PARK/PLAYGROUND	17
PARKING LOT / GARAGE	4
RESIDENCE/ HOME	52
RESTAURANT	3
SCHOOL / COLLEGE	31
SPECIALTY STORE (TV, FUR, ETC.)	5
VICTIM'S RESIDENCE	5
VICTIM'S VEHICLE	1

2018*

POSSESSION OF MARIJUANA	336
AIR / BUS / TRAIN TERMINAL	1
BAR / NIGHT CLUB	2
CHURCH / SYNAG / TEMPLE	3
CONVENIENCE STORE	4
DEPT / DISCOUNT STORE	1
DRUG STORE / DR. OFC / HOSP	3
FIELD / WOODS	1
GOV'T / PUBLIC BLDG.	2
HIGHWAY / ROAD / ALLEY	161
HOTEL/MOTEL/ETC.	11
LAKE / WATERWAY	2
OFFENDER'S RESIDENCE	1
OFFENDER'S VEHICLE	2
OTHER / UNKNOWN	8
OTHER RESIDENCE	9
OTHER TEMP LODGING	1
OTHER VEHICLE	1
PARK/PLAYGROUND	14
PARKING LOT / GARAGE	4
RESIDENCE/ HOME	62
SCHOOL / COLLEGE	37
SHOPPING MALL	2
SPECIALTY STORE (TV, FUR, ETC.)	2

***2018 YTD 01-01-18 through 09-26-18**

GENERAL ORDINANCE NO. 27-18

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:

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 258 grams in a public place ~~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.~~ A person who possesses an amount not greater than 28 grams in a private residence shall forfeit not less than \$1 nor more than \$250.00. The municipal court may order community service in lieu of or in conjunction with forfeiture.

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
11/05/18

GENERAL ORDINANCE NO. 30-18

**AN ORDINANCE
AMENDING SECTION 29.307,
GREEN BAY MUNICIPAL CODE,
RELATING TO TRAFFIC REGULATIONS**

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

SECTION 1. Section 29.307, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO LEFT TURN restrictions:

1. Cherry Street at Jefferson Street, eastbound, daily;
2. Driveway (Cub Foods) at Military Avenue, eastbound, daily;
3. Driveway (Days Inn) at Main Street, northbound, daily;
4. Laura Street at Main Street, northbound, daily;
5. University Avenue at Fred Street, westbound, daily;
6. Velp Avenue at Atkinson Drive, eastbound, daily;
7. Walnut Street at Madison Street, westbound, daily;
8. Walnut Street at Jefferson Street, eastbound, daily;
9. Walnut Street at Museum Place, eastbound, daily.

SECTION 2. Section 29.307, Green Bay Municipal Code is hereby amended by adding thereto the following NO LEFT TURN restrictions:

1. Clay Street at Mason Street, southbound, daily;
2. Leo Street at Military Avenue, northbound and southbound, daily;
3. Lyndon Street at Velp Avenue, southbound, daily;
4. Mason Street at a point 500 feet west of East Town Way (Fire Station #5), eastbound, daily;
5. Shea Avenue at Velp Avenue, southbound, daily.

SECTION 3. Section 29.307, Green Bay Municipal Code is hereby amended by removing thereto the following NO RIGHT TURN restrictions:

1. Ashland Avenue at Mason Street Exit, northbound, daily;
2. Ashland Avenue at Mason Street Exit, southbound, daily;
3. Cherry Street at Madison Street, eastbound, daily;
4. Forest Street at Cedar Street, southbound, daily;
5. Gregby Way at Main Street, southbound, daily;
6. Jefferson Street at Walnut Street, westbound, daily;
7. Madison Street at Walnut Street, eastbound, daily;
8. Main Street at Oak Grove Avenue, northbound, daily;
9. Pine Street at Madison Street, northbound, daily;
10. University Avenue at Fred Street, northbound, daily.

SECTION 4. Section 29.307, Green Bay Municipal Code is hereby amended by removing thereto the following NO U-TURN restrictions:

1. Main Street at Morrow Street, eastbound, daily;
2. Mason Street at Superior Road, eastbound, daily;
3. Military Avenue at railroad crossing between Western Avenue and Leo Street, northbound and southbound, daily;
4. Military Avenue at a point 450 feet north of Mason Street, northbound, daily;
5. Monroe Avenue at island between Mason Street and Chicago Street, northbound, daily;
6. Oak Grove Avenue at Deckner Avenue, northbound, daily;
7. Walnut Street at alleyway 100 feet west of Washington Street, westbound, daily

SECTION 5. Section 29.307, Green Bay Municipal Code is hereby amended by removing thereto the following NO TURN ON RED restrictions:

1. Ashland Avenue at Ninth Street, southbound, daily;
2. Pine Street at Madison Street, westbound, daily;
3. Taylor Street at Mason Street, all directions, during left turn arrow.

SECTION 6. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 7. This ordinance shall take effect on or after its passage and after its passage and publication.

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

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

11/05/18