



AGENDA OF THE COMMON COUNCIL

**TUESDAY, DECEMBER 4, 2018, 6:00 PM
COUNCIL CHAMBERS
ROOM 203, CITY HALL**

- A. Roll Call.**
- B. Pledge of Allegiance.**
- C. Invocation.**
- D. Approval of Minutes.**

I. Approval of the minutes of the November 5, 2018 meeting.

- E. Approval of the Agenda.**
- F. Report by the Mayor.**
- G. Announcements.**
- H. Appointments.**

I. NEW APPOINTMENTS:

Water Commission

Joe Moore, 1009 Day St., Green Bay, WI 54302

Term to expire: October 1, 2020

Green Bay Public Art Commission

Kelli Strickland, 2540 St. Ann Dr., Green Bay, WI 54311

Term to expire: September 1, 2021

Paul Grall (Liaison), 425 S. Monroe Ave., Unit 1J, Green Bay, WI 54301

2. RE-APPOINTMENTS:

Green Bay Area Room Tax Commission

Wendy Townsend, City Staff

Term to expire: November 1, 2019

Warren Wanezek, 2365 Donarski Ct., Green Bay, WI 54302

Term to expire: November 1, 2019

I. Public Hearings.

- I. Resolution vacating a portion of Donald Driver Way south of Kellogg Street.

J. Ordinances - Second Reading for Adoption.

- I. 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.

K. Report of the Redevelopment Authority (November 27, 2018).

- I. To approve Termination of Amended and Restated Development Agreement for Watermark (Tax Parcels 12-357, 12-358, 12-359, 12-360, 12-361, and 12-362).

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 authorize staff to conduct all actions necessary to purchase real property at 227 N. Quincy St., 221 N. Quincy St., 624-626 Pine St., 618 Pine St., 616 Pine St., and 605 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191) at a cost not to exceed \$1,200,000.00.

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.

L. Report of the Improvement & Services Committee (November 26, 2018).

- I. To approve 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 deny the Downtown Parking Study Recommendations November 2018 Implementation Plan.
3. To approve the 2019 Sanitary District rates.

4. To approve the 2019 Storm Water Utility rates as follows:

Monthly charge \$7.68/ERU

Yearly charge \$92.12/ERU

5. To approve the request by Department of Public Works for single source purchase of storm water pumps and equipment for Storm Water Basin 110 Lift Station from Xylem in the amount of \$557,720.
6. To approve the request by Department of Public Works for single source purchase of storm water pumps and equipment for Storm Water Basin 106 Lift Station from Xylem in the amount of \$393,500.
7. To approve the report of the Purchasing Manager:
 - A. To purchase a Trailer Mounted Generator to Wolter Power Systems for \$31,494.
 - B. To approve a contract for a Parking Citation Management System & Ticket Writing Equipment to Passport Labs, Inc.
 - C. To approve a contract for hauling stockpiled street sweepings to Peters Concrete for \$55,097.
 - D. To approve a 3 year contract for Parking Security Services to Securitas Security Services USA for \$319,117, plus 3 one-year renewal options by mutual consent.
 - E. To purchase a 2019 Vactor Jet/Vacuum Body and Western Star truck chassis from Bruce Municipal for \$428,269.
 - F. To approve a contract to rebuild the Cummins Engine of Motor Grader Unit #852 to Cummins Sales & Service for \$25,583.
8. To hold and approve the following contracts:
 - A. To hold the contract RAY NITSCHKE MEMORIAL BRIDGE HYDRAULIC REPAIRS.
 - B. To approve the award of the contract RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group #3, to the low, responsive bidder, Badgerland Demolition & Earthwork, Inc., in the amount of \$68,519.
9. To approve the Plat of Right-of-Way for Erie Road from Padi Wood Lane to south City limits and referred to the Plan Commission for review and to the Law Department to file as lis pendens.
10. To approve the request by Wisconsin Public Service Corporation for an electric and a gas easement across City owned parcel 1-1841-A (Lambeau Field).

M. Report of the Protection & Policy Committee (November 26, 2018).

1. To approve a change of agent for Cropsey's on State LLC, with an effective date of January 1, 2019.
2. To approve an application for a "Class A" Liquor license for Monzu Bistro, LLC at 126 S. Broadway, with the approval of the proper authorities.
3. To approve an application for a "Class A" Liquor License by Singhs C Store 2 Inc. at 952 W. Mason St., with the approval of the proper authorities. (Currently has a Class "A" Beverage License).
4. To approve an application for an available "Class B" Combination License by Ricci L Bosley for Pepper at 114 S. Broadway, with a licensed description as "behind the bar, in the dry & locked storage closet by the restroom or in the basement," with the approval of the proper authorities.
5. To approve General Ordinance No. 29-18, an ordinance creating section 33.08(7)(i), Green Bay Municipal Code, relating to on line ordering and curbside pickup of alcohol beverages.
6. To receive and place on file a request by Ald. Scannell that the Advisory Committee items be placed on the Protection and Policy committee agendas, previously held at the Oct. 22 Protection & Policy meeting.
7. To hold a request by Ald. Wery stating "review with possible action on ordinance 27.203 regulation of noise for the purpose of amending with weekend hours (New daytime :09:00-20:00)."
8. To receive and place on file a request by Ald. Wery for a complete update on rat abatement and rat activity 2018 vs. 2017.
9. To receive and place on file the Liquor Violation Report from the Police Department for November 26, 2018.

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

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

O. Report of the Plan Commission (November 26, 2018).

1. To approve a drainage easement discontinuance at 1208 Wolverine Court, subject to the following condition:
 1. The discontinuance is limited to the easterly 10 ft. and the westerly 20 ft. shall be retained at Drainage Easement.
2. To vacate an unimproved portion of right-of-way north of Deckner Avenue, subject to the following condition:
 1. Wisconsin Public Service does not require an easement for the light pole facilities in this area as long as they can have access to the property to maintain/replace the facilities. If the vacation of the street prevents WPS from maintaining or replacing the facilities, they will be removed.

3. To approve a subdivision variance at 1717 Morrow Street for a lot to be created smaller than the allowed square footage, subject to the following condition:
 - I. The Certified Survey Map submitted to create these lots must reflect the dimensions as proposed in the application.
4. To approve a subdivision variance on Burns Avenue (Parcel 6-153-E-1) for three lots to be created smaller than the allowed street frontage.

P. Report of the Finance Committee (November 13, 2018).

1. To receive and place on file the quarterly purchasing report for purchases between \$10,000 and \$25,000.

To discontinue receiving the quarterly purchasing reports for purchases between \$10,000 and \$25,000.

2. To accept the grant from State of Wisconsin Emergency Management Agency for \$62,034, and approve the purchase of Area Rae Pro Rapid Deployment kit and Dose Rae Pro contingent on State of Wisconsin agreement to reimburse the City.
3. To refer back to staff to look into funding sources, how much to budget, determine how much it would take to get a catastrophic incident taken care of, and any other suggestions on what to allow a fund to build up to regarding the requested amendments to Claims administration Procedure ordinance (GBMC 7.01 et seq).
4. To receive and place on file the Report of the Claims Committee.

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

Q. Report of the Park Committee (November 28, 2018).

1. To approve the request by the Packerland Pickleball Players to collect \$10,000 in pledges towards the cost of installing dedicated pickleball courts at Edison Park contingent upon Council authorization to bond for the balance of the project in the spring of 2019.
2. To approve accepting a \$200,000 Fox River NRDA grant for the construction of a pier at Bay Beach Amusement Park.
3. To receive and place on file the request by Ald. Stevens on behalf of American Transmission Company to move their vegetation management clearing activities to span Finger Road from Eastview Drive to Pinehurst Avenue and direct staff to coordinate the planting of trees by ATC in other areas to replace the trees that will be removed in Edison Park and Street R.O.W's.

R. Report of the Personnel Committee (November 13, 2018 and November 27, 2018).

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers. (November 13, 2018)
 - a. Paralegal - Law
 - b. Evidence Technician - Police
 - c. Laborer (Street) - Public Works
 - d. Laborer (Sanitation) - Public Works
 - e. Bridgetender - Public Works
 - f. Mechanic - Public Works
 - g. Parking Enforcement Officer - Public Works
2. To approve the request to fill Patrol Officer and Fire Fighter vacancies in 2019 that were approved as part of the budget. (November 13, 2018)
3. To approve the request for out of state travel for Fleet Manager and (2) Equipment Operators to travel to EZ-Liner Industries in Orange City, Iowa in late November or early December for pre-delivery inspection of pavement marking machine at no cost to the City for room, board or transportation. (November 13, 2018)
4. To receive and place on file request by Ald. Wery to explore options to restore an assistant to the City Council position. (November 13, 2018)
5. Informational Only: The SWAT Team Minimum Call-In grievance is denied. (November 13, 2018)

The Committee may convene in closed session pursuant to § 19.85(1)(a), Wis. Stats., for the purpose of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body. The Committee may, thereafter, reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report any actions taken during closed session and to consider all other matters on the agenda.

6. To approve the request to fill the Park Supervisor vacancy and all subsequent vacancies resulting from internal transfers. (November 27, 2018)
7. To approve request for out of state travel for Fleet Manager Wachtendonk for American Public Works Association leadership training in Kansas City, Missouri from January 31 - February 1, 2019 at no cost to the City for room, board or transportation. (November 27, 2018)
8. To approve request from Fire Department to amend table of organization. (November 27, 2018)
9. To receive and place on file request by Ald. Galvin to institute a Grant Writer position to work with all City departments. The new position must bring in more funds than the cost of salary and benefits. (November 27, 2018)
10. Informational only: Approved adoption of findings and fact and conclusions of law on SWAT Team Minimum Call-In grievance. (November 27, 2018)

S. Report of the Economic Development Authority (November 26, 2018).

1. Consideration of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for M&M Warehousing, LLC Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.

T. Report of the Public Arts Commission (November 28, 2018).

1. To recommend the following nominees for GBPAC vacancies in 2019 and recommend the creation of a Liaison Arts Consultant position:
Commissioner - Keli Strickland (replacing Commissioner Tiffany Bowles);
Liaison - Paul Grall (replacing Liaison Lee Klemens);
Liaison Arts Consultant - Matt Vanden Boomen.
2. To refer to staff regarding the creation of a tax deductible 501c3 "buddy organization" for fundraising and approval of the updated fundraising material.

U. Report of the Sustainability Commission (November 1, 2018).

1. To refer to staff to "Develop a plan for Green Bay to offset its total municipal energy use through the use of renewable energy installations on city property. This should include energy used by city buildings, street lights, transportation and other areas."
2. To create the draft to be submitted to staff for review on recommending the City of Green Bay to join the Green Tier Legacy Community program.
3. To begin collecting a list of stakeholder groups.
4. To receive and place on file presentation from Weston Wegener and Will Erikson on the Green Tier Legacy Community program.
5. To meet the 2nd Wednesday of the month, beginning December.
6. Presentation from Weston Wegener and Will Erikson on the Green Tier Legacy Community program.

V. Report of the Traffic, Bicycle, and Pedestrian Commission (November 19, 2018).

1. Remove the NO PARKING zone on the south side of Mather Street from a point 50 feet west of Gray Street to a point 100 feet east of Gray Street.
2. Remove the NO PARKING zone on the north side of Mather Street from Gray Street to Roy Avenue.
3. Establish and adopt by ordinance a NO PARKING BIKE LANE zone on both sides of Mather Street from Gray Street to Vroman Street.
4. Establish and adopt by ordinance a NO PARKING zone on the south side of Mather Street from a point 50 feet west of Gray St to Gray St.
5. To deny the request to restore the NO PARKING zone removed in 2013 at the inside corner of Frank Street and Rockdale Street due to difficulty backing in and pulling out of a camper.

6. To remove the NO PARKING zone on the west side of Webster Avenue from Irwin Avenue to Day Street.
7. To remove the NO PARKING EXCEPT SUNDAY zone on the west side of Webster Avenue from Day Street to Harvey Street.
8. To remove the NO PARKING zone on the west side of Webster Avenue from Harvey Street to Pine Street.
9. To establish and adopt by ordinance a NO PARKING zone on the west side of Webster Avenue from Pine Street to Irwin Avenue.
10. Remove the metered zone on Cherry Street from Washington Street to its western terminus.

W. Report of the Ethics Committee (November 20, 2018).

1. To dismiss with prejudice for failure of prosecution as stated in the withdrawal.

X. Receive & Place on File.

1. Municipal Court Report for October 2018.

Y. Resolutions.

1. Resolution authorizing release of drainage easement for 1208 Wolverine Court.
2. Resolution regarding vacation of an unimproved portion of (private) right-of-way north of Deckner Avenue.
3. Resolution authorizing a variance from section 14.724, Subdivision and Platting, Green Bay Municipal Code, to allow for a lot to be created smaller than the allowed square footage at 1717 Morrow Street.
4. Resolution authorizing a variance from section 14.727, Subdivision and Platting, Green Bay Municipal Code, to allow for three lots to be created smaller than the allowed street frontage on Burns Avenue.
5. Resolution vacating a portion of Donald Driver Way south of Kellogg Street.
6. Consideration of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for M&M Warehousing, LLC Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.
7. Resolution approving an electric and a gas easement across City owned parcel 1-1841-A (Lambeau Field).
8. Resolution drawing final orders to contractors for November 2018.
9. Resolution of Recognition-Olde Preble Neighborhood Association

Z. Referral of Petitions & Communications.

AA. Ordinances - First Reading.

1. General Ordinance No. 29-18
An ordinance creating Section 33.08(7)(I), Green Bay Municipal Code, relating to online ordering and curbside pickup of alcohol beverages.
2. General Ordinance No. 31-18
An ordinance amending section 29.208, Green Bay Municipal Code, relating to parking regulations.

BB. Adjournment.

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



Report to the
Common Council
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # I.I.

Resolution vacating a portion of Donald Driver Way south of Kellogg Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # J.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 ~~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



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # K.I.

To approve Termination of Amended and Restated Development Agreement for Watermark (Tax Parcels 12-357, 12-358, 12-359, 12-360, 12-361, and 12-362).

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

Termination of Amended and Restated Development Agreement for Watermark (Tax Parcels 12-357, 12-358, 12-359, 12-360, 12-361, and 12-362).

FISCAL IMPACT

No levy dollars will be used for this project.

ATTACHMENTS

1. 8 - Watermark - 12-357 - 150501 - Development Agreement - Amended and Restated
2. 8 - Watermark - 12-357 - 181127 - Development Agreement Termination - RDA

**ASSIGNMENT AND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
WATERMARK**

This Assignment and Amended and Restated Development Agreement (the "Agreement") dated as of the ____ day of May, 2015 is by and between River Vision Partnership II, LLC, a Wisconsin limited liability company ("RVPII"), Watermark Owner, LLC, a Wisconsin limited liability company ("DEVELOPER"), the Redevelopment Authority of the City of Green Bay (the "RDA") and the City of Green Bay, a Wisconsin municipal corporation (the "CITY"), collectively, the "PARTIES".

WHEREAS, River Vision Partnership, LLC, the RDA and the CITY entered into a Development Agreement on May 11, 2007 (the "Original Agreement"), to purchase and fully redevelop certain improved real property located in the City of Green Bay, Wisconsin which is more fully described in Exhibit A (the "Property"); and

WHEREAS, the Original Agreement was later assigned and assumed by RVPII on May 3, 2011 with the exception of the tax incremental financing, which RVPII explicitly did not assume pursuant to the Operating Agreement dated May 3, 2011 by and between RVP, John Vetter, Kelly Denk and RVPII; and

WHEREAS, RVPII conveyed the Property to DEVELOPER pursuant to the Purchase Agreement dated as of the date hereof (the "Purchase Agreement") and DEVELOPER purchased the Property from RVPII; and

WHEREAS, RVPII desires to assign and DEVELOPER desires to assume the Original Agreement, subject to the modifications set forth in this document; and

WHEREAS, the PARTIES acknowledge that partial re-development has been accomplished at the Property in accordance with the Original Agreement but the PARTIES desire to change the scope of the original project and restate the terms and conditions of the original project; and

WHEREAS, the DEVELOPER desires to renovate and build out the interior of the retail and commercial space, as well as make cosmetic changes to the Property (the "Project"); and

WHEREAS, DEVELOPER, RDA and the CITY intend that this Agreement shall supersede and replace the Original Agreement in its entirety, except as further outlined in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements of the parties as herein set forth, the parties hereto agree as follows:

I. ASSIGNMENT AND ASSUMPTION. RVPII hereby assigns, grants, conveys and transfers to DEVELOPER, its successors and assigns, all of RVPII's right, title and interest of to

the Original Agreement. DEVELOPER hereby accepts such assignment and assumes the rights, duties and obligations of RVPII under the Original Agreement subject to the amendments herein.

II. PROPOSED PROJECT SCOPE. The Project shall consist of the current mixed use development of parking, retail, and commercial office space, as well as, the renovation and build out of the existing retail and commercial office space and cosmetic changes to the exterior of the Property. The total development costs of the Project shall not be an amount less than \$1,980,000.

The DEVELOPER, CITY and RDA shall comply with the following requirements for the Project:

- A. The DEVELOPER shall commence the Project (the "Commencement Date") no later than September 1, 2015, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
- B. The DEVELOPER shall complete the Project by the date on which 100% occupancy is achieved (the "Completion Date"). The parties acknowledge that: (1) the Project consists of a combination of different types of work, including but not limited to routine maintenance and sealing, repairs to the water tower, build out of space for tenant occupancies, upgrades to certain mechanical systems within the building, and refurbishing of certain common areas; (2) because many of these actions are related to occupancy by specific tenants, the exact timing and nature of the improvements comprising the Project are unpredictable; and (3) approval of plans for such improvements is impractical at this time, although such of the work as requires CITY permits by ordinance will continue to require approval and permits at such time as the work is to be performed. Where approval of plans is required by the CITY, such approvals shall not be unreasonably withheld, conditioned or delayed.
- C. The DEVELOPER hereby guaranties that the assessed valuation of the Property will be at least \$7,000,000 as of January 1, 2019, and that the assessed valuation of the Property, excluding the units which constitute the parking garage and Children's Museum, will be at least \$7,000,000 as of January 1, 2021, subject to the following:
 - (1) In calculating the assessed valuation prior to January 1, 2021, if the Children's Museum purchases the unit it occupies then the assessed valuation of that unit in effect at the time of purchase will be deemed to remain in effect.
 - (2) In calculating the assessed valuation prior to January 1, 2021, if the City purchases the unit comprising the parking garage (see Section

II(B) below) then the assessed valuation of that unit in effect at the time of purchase will be deemed to remain in effect.

- (3) If the assessed valuation of the Property (excluding the units which comprise the parking garage and Children's Museum) exceeds \$7,000,000 on any January 1, this guaranty will be released.
- (4) The amount due under this guaranty from year to year is equal to (a) the amount of general real estate taxes which would be due as if the Property had an assessed valuation of \$7,000,000 on January 1 (including or excluding the unit comprising the parking garage and Children's Museum based on the year of measurement as above) at the tax rate in effect for that year, minus (b) the amount of general real estate taxes which are in fact levied on the Property plus the amount of general real estate taxes which would be levied on the units described in (2) and (3) above at the deemed amount of assessed valuation. Tax rates are anticipated to be announced in December of any year, so the amount due with respect to a particular tax year will not be calculated or known until December of the same year or January of the following year. The CITY will calculate the amount claimed to be due and give written notice of the amount and its calculation to DEVELOPER no later than January 31 of the following year. Absent disputes over such calculation, payment will be due within 30 days after the date of receipt of such notice.
- (5) If a payment is made with respect to a particular tax year, and if in any subsequent year (even after the guaranty may have been released as provided in (3) above) the assessed valuation of the Property exceeds \$7,000,000 (including or excluding the unit comprising the parking garage based on the year of measurement as above), then the CITY will reimburse DEVELOPER an amount equal to the lower of (a) the amount of all guaranty payments previously paid but not yet reimbursed under this subsection, without interest, and (b) the amount of general real estate taxes actually received in respect of the Property in excess of the amount which would be levied on the Property as if the Property had an assessed valuation of \$7,000,000 (including or excluding the unit comprising the parking garage and Children's Museum based on the year of measurement as above, and including the amount of general real estate taxes which would be levied on the units described in (2) and (3) above at the deemed amount of assessed valuation). The CITY will make such payment to DEVELOPER no later than January 31 of the year following the year with respect to which such amount is due.

Payments by DEVELOPER described above, shall be guaranteed by Marvin Wanders and Michael Keil (collectively, "Guarantors") and Guarantors shall execute and deliver to the City and the RDA, the Personal Guaranty attached hereto as Exhibit E, subject to the same provisions of subsections (1) through (5) for their benefit.

- D. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.
- E. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project.
- F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.
- G. The RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner.

III. PROPERTY TRANSFERS.

- A. The RDA agrees to consent to the assignment of the Original Agreement to the DEVELOPER as outlined in the RDA Consent Agreement attached hereto as Exhibit B.
- B. Pursuant to the Parking Garage Management Agreement date on or about the date hereof entered into by and between DEVELOPER and the CITY ("Parking Agreement"), attached hereto as Exhibit C, DEVELOPER and the CITY have granted each other an option to sell or purchase the attached one hundred sixty-one (161) parking stall ramp ("Ramp").

IV. PARKING.

- A. DEVELOPER and CITY agree to abide by the terms and conditions of the Parking Agreement.

V. EASEMENTS, COVENANTS AND LICENSES.

- A. The CITY and the DEVELOPER will enter into all necessary easements for the Property as may be determined to be necessary by the PARTIES. The easements shall run with the land and benefit all subsequent owners of both sides of the Property.
- B. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable by the PARTIES to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

VI. FINANCING

- A. The DEVELOPER shall make a private investment to the project of no less than \$1.98 million (\$1,980,000.00).
- B. The PARTIES recognize that the CITY/RDA had previously contributed \$1.4 million (1,400,000.00) of Tax Incremental Financing towards the Project, as outlined in section V of the Original Agreement, and that no further Tax Incremental Financing will be contributed to the Project, unless otherwise agree to in writing by the PARTIES.
- C. The PARTIES agree that an affiliate of the DEVELOPER, Watermark Leverage Lender, LLC, shall purchase the CITY's interest in a \$3,500,000.00 Junior Loan Agreement by and between CITY and River Center Investment Fund, LLC dated May 3, 2011. The purchase of the CITY's loan shall be further described in the Loan Purchase Agreement attached hereto as Exhibit D.
- D. The DEVELOPER shall pay any delinquent tax amounts associated with the Property within thirty (30) days of execution of this Agreement.

VII. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. The DEVELOPER may assign all rights and obligations under this Agreement only to a controlled and affiliated company to (i) own, manage and operate the Property, (ii) any financial institution providing financing in connection with the Property, or (iii) any entity acquiring all or substantially all of the assets of the DEVELOPER and its parent and affiliated entities. Except for the foregoing, no assignment of the DEVELOPER's rights and obligations under this Agreement to an unaffiliated party may occur without the CITY's and RDA's written consent from the date this Agreement is executed to the Completion Date. In the event assignment occurs without RDA and CITY approval, the RDA/CITY may request or institute legal action based upon a breach of this Agreement. The RDA's or CITY's consent shall not be unreasonably withheld, conditioned or delayed. In determining the reasonableness of any consent or failure to consent, the RDA and

CITY shall consider whether the proposed transferee has sufficient development experience and creditworthiness to perform the DEVELOPER's obligations under this Agreement.

- B. All requests requiring the CITY/RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- C. DEVELOPER shall be prohibited from selling the Property to a non-profit organization unless agreed to writing by the RDA. This provision shall not apply to an acquisition of by the Children's Museum of their current space or the acquisition of the Ramp by the CITY.
- D. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA/CITY promptly of such occurrence.
- E. During the period prior to the date of commencement of the Project, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement, upon written request of the RDA, the DEVELOPER shall file a progress report with the RDA.
- F. All documents shall be submitted in triplicate.
- G. The DEVELOPER agrees, not to discriminate on the basis of race, color, religion, sex or national origin in the performance of work under this Agreement and in the sale, lease or rental or in the use or occupancy of the Property or any improvements located thereon, in violation of any applicable law or regulation.
- H. Prior to commencement of the Project, the DEVELOPER shall obtain and keep in full force and effect all necessary insurance policies for the Project. Such insurance policies shall name the RDA/CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, the DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of the Project, the DEVELOPER shall file with the CITY a certificate of insurance setting forth that all coverage herein is in full force and

effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

VIII. ENVIRONMENTAL

- A. The RDA and/or CITY shall make available to the DEVELOPER all known environmental reports and activity upon the Property. If site remediation is required, the CITY/RDA will work cooperatively with the DEVELOPER to offset any extraordinary site clean-up costs; however, the CITY/RDA shall not be legally obligated to remediate the site. CITY/RDA shall assume the costs of clean-up only upon obtaining external grant funds covering the entire cost of clean-up.
- B. The DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous materials or substances as defined under Environmental Laws, whether on or off the Property, which occurred subsequent to the date of closing as defined in the Purchase Agreement ; and (b) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of DEVELOPER to the CITY or RDA, under this Agreement.

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

waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials.

IX. MUTUAL RIGHTS OF ACCESS.

- A. The DEVELOPER shall permit representatives of the CITY and RDA to have reasonable access to the Property at all reasonable times for the purposes of this Agreement.
- B. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

X. OTHER RIGHTS AND REMEDIES.

- A. The DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold the CITY and RDA and their agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of the DEVELOPER to the CITY or RDA under this Agreement.

The CITY and RDA, jointly and severally, shall be responsible for, indemnify, pay on behalf of, defend and hold the DEVELOPER and its agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity) arising from the breach of any warranty, covenant or representation of the CITY and/or RDA to the DEVELOPER, or any other obligation of the CITY and/or RDA to the DEVELOPER under this Agreement.

- B. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to cure or remedy such default or breach, and, in any event, such default or breach shall be cured or remedied within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such sixty (60) day period in which case said defaulting party shall commence such cure within such sixty (60) day period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the PARTIES. Accordingly, the PARTIES shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the PARTIES may seek damages as authorized. No other remedies for the PARTIES exist outside of this Agreement.

- C. The PARTIES shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- D. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.
- E. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.
- F. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any

persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding among the PARTIES with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.

- G. This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.
- H. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- I. This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.
- J. The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- K. A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER:

Watermark Owner, LLC
Attention: Marvin Wanders
119 N. 19th Street
La Crosse, WI 54601

Watermark Owner, LLC
Attention: Mike Keil
400 Main Street, Mezzanine Level
La Crosse, WI 54601

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

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

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

XI. EFFECT ON ORIGINAL AGREEMENT AND PARTIES

- A. Except as specifically set forth herein, the obligations and liabilities of the DEVELOPER under the Original Agreement are hereby waived and released as to all events and occurrences arising prior to the date of this Agreement.
- B. Nothing herein releases any guarantor to the Original Agreement from its obligations under any such guaranty. Any such release must be by specific document.
- C. Any provision in this Agreement which has not been fully performed prior to transfer of possession of the Property shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession of the Property and be in force and effect until performed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest:

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



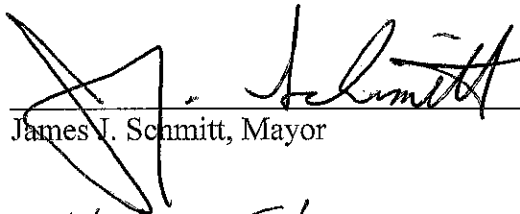
Harry Majer, Chairman



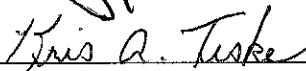
Kimberly Flom, Executive Director

Attest:

CITY OF GREEN BAY



James J. Schmitt, Mayor



Kris Teske, Clerk

RIVER VISION PARTNERSHIP II, LLC

By: _____
Name: _____
Its: _____

WATERMARK OWNER, LLC

By: _____
Marvin Wanders, Member

(Signature Page – Assignment and Amended and Restated Development Agreement)

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Units One (1) through Eleven (11), River Center Condominium II, City of Green Bay, Brown County, Wisconsin.

Part of Tax parcel numbers 12-357, 12-358, 12-359, 12-360, 12-361 and 12-362.

EXHIBIT B
RDA CONSENT AGREEMENT
SEE ATTACHED

EXHIBIT C
PARKING GARAGE
MANAGEMENT AGREEMENT

SEE ATTACHED

EXHIBIT D
LOAN PURCHASE AGREEMENT

SEE ATTACHED

EXHIBIT E
PERSONAL GUARANTY

SEE ATTACHED



City of Green Bay
Department of Community and Economic Development

**TERMINATION OF
AMENDED AND RESTATED DEVELOPMENT AGREEMENT: WATERMARK**

This Termination to the Development Agreement ("Termination")
is made this _____ day of _____, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and WATERMARK OWNER, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

- A. The City, RDA, and WATERMARK OWNER, LLC entered into a Development Agreement ("Agreement") in May 2015 to purchase and redevelop real property.
- B. The Property defined in the Agreement is "Units One (I) through Eleven (II), River Center Condominium II, City of Green Bay, Brown County, Wisconsin." The Property includes part of Tax Parcels 12-357, 12-358, 12-359, 12-360, 12-361, and 12-362.
- C. Section II. C. of the Agreement states that the assessed valuation of the Property will be at least seven million dollars (\$7,000,000.00) as of January 1, 2019.
- D. As of January 1, 2018, the Property has an aggregate assessed value of six million, eight hundred ten thousand, nine hundred dollars (\$6,810,900.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:
 - 1. \$155,220.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 - 2. \$155,220.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 - 3. \$61,434.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).
- E. Since January 1, 2018, the City has issued building permits for private improvements to the third floor, which the Assessor believes will result in aggregate assessed value greater than seven million dollars (\$7,000,000.00).
- F. The City, RDA, and WATERMARK OWNER, LLC desire to terminate the Agreement as set forth in this Termination.

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

AGREEMENTS

- A. Termination. Except as set forth below, the Amended and Restated Development Agreement: Watermark of May 2015 is hereby terminated.
- B. Parking Garage Management Agreement. The Developer and/or the anticipated third-party purchaser of the party shall work with the City in good faith to amend and execute this agreement.
- C. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Termination by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Termination.
- D. Severability. If any provision of this Termination shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- E. Recording of Termination. The City may record this Termination or a Memorandum of this Termination with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- F. Signatures and Counterparts. This Termination may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

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

[Signature pages follow]

Signature page 1 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and WATERMARK OWNER, LLC

**DEVELOPER:
WATERMARK OWNER, LLC**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2017, the above named
_____, a member of WATERMARK OWNER, LLC, a Wisconsin limited
liability company, to me known to be the person who executed the foregoing instrument and
acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and WATERMARK OWNER, LLC

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

By: _____
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2017, the above named
_____, a member of WATERMARK OWNER, LLC, a Wisconsin limited
liability company, to me known to be the person who executed the foregoing instrument and
acknowledged the same.

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

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and WATERMARK OWNER, LLC

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

By: _____
Gary Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2017, the above named
_____, a member of WATERMARK OWNER, LLC, a Wisconsin limited
liability company, to me known to be the person who executed the foregoing instrument and
acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # K.2.

To authorize staff to conduct all actions necessary to purchase real property at 227 N. Quincy St., 221 N. Quincy St., 624-626 Pine St., 618 Pine St., 616 Pine St., and 605 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191) at a cost not to exceed \$1,200,000.00.

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

Authorize staff to conduct all actions necessary to purchase real property at 227 N. Quincy St., 221 N. Quincy St., 624-626 Pine St., 618 Pine St., 616 Pine St., and 605 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191).

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

None



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # L.I.

To approve 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 the 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.

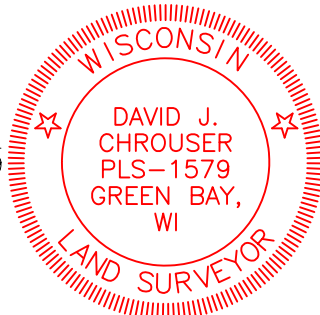
This being the same property as described in Knight Barry Title Services LLC, Title Commitment Number 859956, dated October 12, 2016.

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.

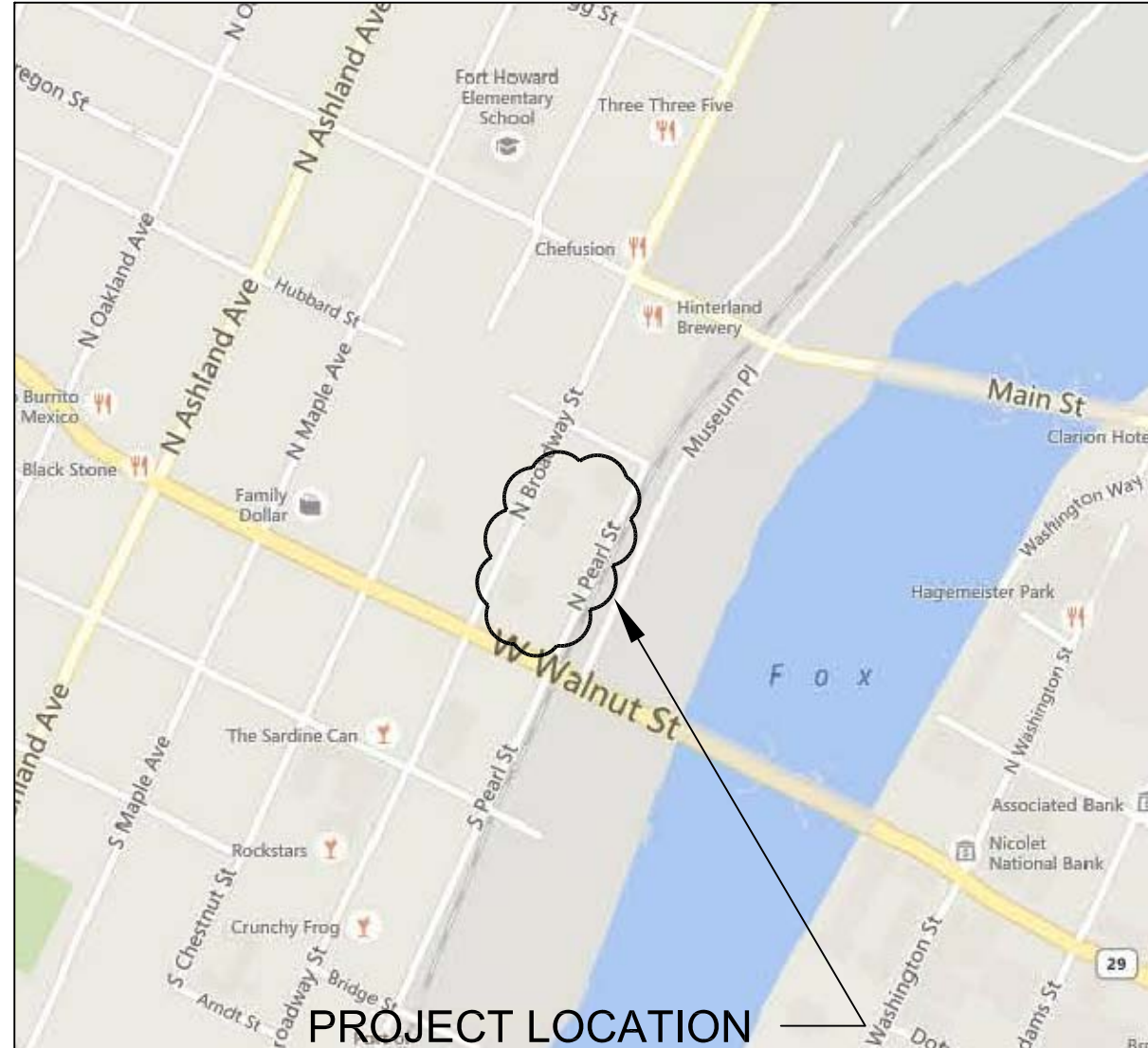
Date of Plat of Map: December 15, 2016

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.

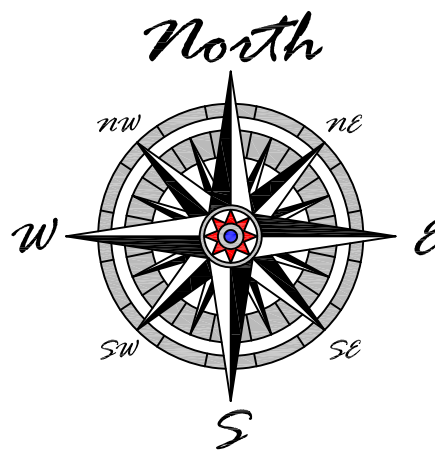


Schedule B-III Notes

- 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

December 4, 2018

PREPARED BY

AGENDA ITEM # L.2.

To deny the Downtown Parking Study Recommendations November 2018 Implementation Plan.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2018 downtown parking study implementation plan-final steps

City of Green Bay - Parking System Division

2014 Downtown Parking Study

Implementation Plan Completion Report

(November 2018)

Purpose

In 2013, DPW secured the services of Desman Associates to conduct a comprehensive downtown parking study, and structural evaluation of the three parking ramps. The purpose of this report is to 1) outline all recommendations contained in the consultant's report, 2) identify what recommendations have already been implemented, and 3) define Parking Division's plan for implementation of remaining recommendations that have not been implemented to date.

In this report, each consultant recommendation is identified. Discussion on each item identifies if Parking Division 1) does not recommended it for implementation, 2) recommends it for implementation, or 3) recommends modification and implementation.

Study Recommendations

The numbered and bulleted items contained in this section are taken from the Desman report recommendations. Following each report recommendation is Parking Division's comments and recommended action plan.

The reader will note that most of the downtown parking study recommendations have previously been or are currently in the process of being implemented. *For the purposes of this report, only recommendations 3, 5, and 7 remain to be implemented,*

1) Organizational Structure (Recommendation previously modified and implemented)

- Parking Division Field Operations Supervisor should assume full responsibility and accountability for both field and administrative sections; functioning as the Parking Division Superintendent
- The two (2) Parking Division Account Clerks should fall under the purview of the Parking Superintendent

Parking Division agrees that one person should oversee daily operation of Parking Division to assure consistency of policy and procedure in both field and administrative sections. At the present time, two (2) peer Supervisors lead Parking Division field and office staff respectively. With a change to a Superintendent/Supervisor structure, the Administrative Support Supervisor would still oversee daily functions of the Account Clerks. But the Parking Superintendent would maintain overall leadership and decision-making authority for Parking Division daily operations both in the field and in the office.

2) *Personnel Staffing Levels (Recommendation previously rejected)*

- Parking Division Custodian staff could be reduced by one and the 8-hour Custodian work shift on Saturdays and Sundays could be eliminated

Parking Division staff does not agree to reduce current maintenance staffing levels. DPW is committed to maintaining clean and functional parking facilities. Custodians play a key role in that mission. In addition, all Parking Division employees are trained for security and surveillance activity. So the extra eyes are used and needed to maintain a higher level of security throughout the City's parking system. Maintenance staffing levels will not be reduced.

3) *Parking Facility Operations (Implementation recommended)*

- Use Parking Division maintenance staff for weekday security instead of contracted security service (Recommendation previously rejected)

Parking Division does not agree with use of maintenance staff exclusively for daytime security. All Parking Division employees are trained with security and surveillance in mind. But each has a different primary job.

In addition to the above discussion, installation of automated PARCS equipment in 2017 requires 24/7 staffing levels to respond to issues. Reduction in staff would result in vacant shifts. DPW is committed to maintaining the safest parking facilities possible. Security staffing will not be reduced.

- Charge for parking in ramps, lots, and at meters seven (7) days per week (Implementation recommended)

Parking Division agrees that fees must be assessed anytime a parking facility is open. Parking Division's operating budget is funded 100% by parking revenue, and parking facilities have a cost of operation every day of the year. Parking Division has made a commitment to cover all of its bond retirement costs. So this stand-alone City enterprise must generate revenue in order to sustain itself.

- Implement an automated payment system (Recommendation previously implemented)

Parking Division is fully-committed to automated parking access and revenue control (PARCS) equipment. Automation reduces operational costs and minimizes administrative error. In 2017, Parking Division replaced all PARCS equipment. Due to the rapid advancement of technology, replacement/upgrade of PARCS equipment is now on a ten (10) year replacement cycle.

4) *Meter Collection and Maintenance (Recommendation previously implemented)*

- Introduce random unannounced audits of parking meter collection processes
- Complete integration of electronic meter auditing units for all meter functions

Parking Division is in full agreement with this recommendation. A random audit plan has been established, and integration of meter auditing equipment is complete.

5) *Hourly and Daily Rates (Implementation recommended)*

- Parking meter and ramp rates – Increase fees to be more in line with current regional pricing (Recommendation previously implemented)

Parking Division updated its parking rate plan in 2015, and regularly reviews and adjusts rates to accommodate budgetary and future capital needs

- Evenings and weekends – Flat fee in parking ramps (Implementation recommended)

Currently ramp hourly parking fees are charged from 6:00 a.m. to 6:00 p.m. on weekdays only. Prior to 2001, parking ramps and meters were in operation seven (7) days per week. However, facility lighting costs are incurred at night; and maintenance and security costs are incurred every day of the week. To spread the operational cost of the parking system to all users, and reduce operational cost burden on weekday-only parkers, a \$2.00 fee is proposed as follows:

WEEKDAYS – 6:00 p.m. to 6:00 a.m. with first hour no-charge. Only vehicles parking for 61 minutes or longer during this timeframe would pay the \$2 fee. This will provide some incentive/benefit for evening event visitors in the downtown area.

SATURDAY & SUNDAY – 6:00 p.m. Friday to 6:00 a.m. Monday with first hour no-charge. Only vehicles parking for 61 minutes or longer during this timeframe would pay the \$2 fee. This will provide some incentive/benefit for weekend event visitors in the downtown area.

6) *Monthly Parking Rates (Recommendation previously implemented)*

- Increase and equalize monthly parking rates over a three year period to reduce the large disparity in rates

Parking Division generally agrees with this recommendation. The current rental rate structure is based on location/popularity of the parking facility with respect to its distance from the downtown core. Rate modifications are adjusted annually during the budget process, based on operating budget and capital investment needs.

7) *Broadway Corridor (Implementation recommended)*

- Install parking meters with a two hour time limit to promote turnover and use by transient/visitor parkers, and discourage all-day use by area employees

Parking Division agrees with this recommendation. Although OBI represents downtown business west of the Fox River and DGBI/OMSI represents business east of the Fox River, they are both part of one downtown Green Bay business district. The City's business district should be treated consistently for all infrastructure.

In 1998, Broadway was reconstructed to its existing configuration, with metered parking in bump-out zones. Prior to the Broadway reconstruction project, the district's vitality had been slumping. The Broadway project was the first step in revitalization of the downtown's Broadway district.

Parking meters remained in the Broadway district until Traffic Commission changed the meters to 2 HOUR PARKING zones on September 25, 2000. The meters were requested to be removed in an attempt to attract businesses and customers until the district rebounded. When parking meters were removed, posts remained in place for parking meter future re-installation. In the interim, On-Broadway, Inc. received approval to install urban art pieces on the vacant meter posts until they were needed for parking meters again.

Since 2000, significant improvements and developments have occurred in the Broadway district. The downtown parking study consultant and Parking Division identified this trend, and agree that it is time to restore a consistent parking program throughout the downtown business district. As a result, it is recommended that the Broadway area parking meters be re-installed.

8) Future Parking Supply and Demand (See discussion below regarding potential future parking ramp)

- *0 to 5 Year Time Frame (from 2014)* – There will be adequate parking in the existing public parking ramps to absorb parking demand. If Main Street Ramp is eliminated within that time frame, then a new ramp is necessary
- *5 to 10 Year Time Frame (from 2014)* – Parking shortages are being experienced during KI Conference Center events. Elimination of Main Street Ramp will increase parking supply. Appropriate parking is necessary to sustain a large regional facility like the KI Convention Center.

In addition to parking shortages, the convention center demands additional entry/exit lanes to accommodate mass entry/exit activity. The Main Street Ramp was built prior to existence of the convention center. It contains only 2 entrance and 2 exit lanes that cannot accommodate current demands.

9) Public Transit Impact on Parking Demand (Recommendation acknowledged but not acted upon by any party)

- Required parking space can be reduced with increased transit usage. It is reasonable to expect a 2% to 5% increase assuming a commensurate upgrading of the transit system.

Parking Division understands this dynamic. However, it has no control over public transportation changes. Until local trends and culture change, Parking Division will continue to plan for parking assuming current public transit trends.

10) Potential Future Parking Ramp

- Current and future parking demand are still projected to be in the northern part of downtown. Four (4) sites were originally considered for construction of a future

parking ramp to meet projected parking needs. The preferred ramp site was re-developed in 2017, and another was recently sold to the County. The other two (2) potential sites noted in the 2014 downtown parking study are still being evaluated, along with additional sites.

Parking Division agrees with this recommendation. Parking industry standards indicate that a parking system cannot operate efficiently or effectively when facilities are full. By 90% occupancy, parking patrons start deciding that the facility is full.

The downtown parking study did not take into account parking needs for 1) the 50,000 S.F. that will be vacated in the U.S. Bank Building once they move to their new building, 2) potential development of the upper floors of the YMCA building, 3) potential development in vacant buildings on Adams Street, and 4) Hotel Northland redevelopment. These projects will drive Pine Street Ramp occupancy to capacity. Parking Division believes that construction of an additional northern downtown parking ramp is necessary in the foreseeable future.

Current (2018) Action Plan

The Desman Associates downtown parking study report defines ten (10) numbered items containing a total of twelve recommended action items. One (1) recommendation is an item (transit-related) outside the scope of Parking Division's realm. Action on six (6) of the recommendations is already completed or underway.

The remaining three (3) recommendations (**highlighted in red above**) are professionally sensible. As such, Parking Division recommends that the following action items be implemented starting in 2019:

- 1) Charge for parking at parking meters Monday through Saturday, to match days of Parking Enforcement Officer staffing
- 2) Charge a \$2.00 flat fee in all ramps and the Adams Street Lot (with first hour no-charge) from 6:00 p.m. to 6:00 a.m. weekdays, to establish consistency and spread the cost of parking to all parking system users
- 3) Charge a \$2.00 flat fee in all ramps and the Adams Street Lot (with first hour no-charge) from 6:00 p.m. Friday to 6:00 a.m. Monday, to establish consistency and spread the cost of parking to all parking system users
- 4) Re-install parking meters west of the Fox River in the downtown business district, to establish parking policy consistency throughout the entire downtown area



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # L.3.

To approve the 2019 Sanitary District rates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2019 Proposed San Rates
2. San Rate History

PROPOSED 2019
SEWER SERVICE CHARGES

SECTION (3)(c)1. NON-MONITORED USERS

Section (3)(c)1.a. Normal Sewage Strength Parameters Five year Average

Biochemical Oxygen Demand (BOD)	= 250 ppm
Suspended Solids (S.S.)	= 332 ppm
Phosphorous	= 6.7 ppm
Total Kjeldahl Nitrogen (TKN)	= 42.3 ppm

Section (3)(c)1.b. Service Charge

Service Charge = Customer Charge + Volume Charge

Section (3)(c)1.c. Customer Charge

<u>Meter Size</u> (Inches)	Monthly Billed Customers		Quarterly Billed Customers	
	<u>Allowance</u> (100 c.f.)	<u>Amount</u> (\$)	<u>Allowance</u> (100 c.f.)	<u>Amount</u> (\$)
5/8 or 3/4	1	\$ 15.50	3	\$ 31.70
1	3	26.60	9	66.90
1 1/2	5	37.70	15	102.00
2	10	69.60	30	191.10
3	20	151.90	60	432.10
4	30	224.80	90	627.30
6	65	430.90	195	1,249.20
8	175	1,044.60	510	2,940.30
10	250	1,484.20	750	4,275.90

c.f. = cubic feet

Section (3)(c)1.d. Volume Charge

The G.B.M.S.D. rates for the current period are:

Volume:.....	\$0.91400/1,000 gallons
BOD:	\$0.53250/pound
Suspended Solids	\$0.52660/pound
Phosphorous:.....	\$1.01110/pound
TKN:.....	\$0.97320/pound

Based On The G.B.M.S.D. Rates, The Volume Charges Are As Follows:

The G.B.M.S.D. Charge shall be:.....\$2.91/100 cubic feet
The City charge shall be: .. \$2.13/100 cubic feet
The total volume charge shall be:\$5.04/100 cubic feet

Section (3)(c)2. MONITORED USERS

Abnormal Strength Sewage

Section (3)(c)2.a. Service Charge

Service Charge = Monthly Customer Charge + Quantity Charge
+ Sampling Charge

Section (3)(c)2.b. Monthly Customer Charge

\$210.00 per month

Section (3)(c)2.c. Quantity Charges

	<u>G.B.M.S.D. Rate</u>	<u>City Rate</u>	<u>Total Rate</u>
Volume:	\$0.68367/100 c.f. ^(a)	\$2.13/100 c.f.	\$2.81367/100 c.f.
BOD:	\$0.53250/pound	--	\$0.53250/pound
S.S.:	\$0.52660/pound	--	\$0.52660/pound
Phosphorous:	\$1.01110/pound	--	\$1.01110/pound
TKN:	\$0.97320/pound	--	\$0.97320/pound

^(a)Equivalent to \$0.91440/1,000 gallons
c.f. = cubic feet

Section (3)(c)2.d. Sampling Charge

2019

Sample Collection (\$12) & Analysis (\$44) = \$56.00 per sample

Sampler Rental = \$30.00 per day

SANITARY SEWER DISTRICT BUDGET

2019

ACCOUNT NUMBER 201520

ACCOUNT #	ACCOUNT	BUDGETED
50001	REGULAR SALARIES	\$1,268,946
50501	OVERTIME	\$54,000
51201	HEALTH INSURANCE	\$286,140
51202	DENTAL INSURANCE	\$20,760
51203	LIFE INSURANCE	\$2,149
51204	LEVEY SUPPORTED HEALTH INSURANCE	\$4,480
51210	SOCIAL SECURITY	\$79,307
51211	MEDICARE	\$18,552
51212	WORKER'S COMPENSATION	\$19,150
51301	WRS - EMPLOYEE SHARE	\$86,658
51402	CLOTHING ALLOWANCE	\$3,000
51403	SAFTY GLASSES	\$1,500
51404	PERSONAL SUPPLIES	\$5,000
52001	TRAINING AND TRAVEL	\$11,850
52009	RANDON DRUG & ALCOHOL TESTING	\$0
53001	CONTRACTUAL SERVICES	\$100,000
53002	COPY MACHINE	\$1,600
53014	LICENSES & PERMITS	\$21,600
53017	FINANCIAL SERVICE	\$850,000
53020	DATA PROCESSING SERVICES	\$29,000
53031	ENGINEERING/ADMINISTRATION	\$0
53100	TREATMENT - GBMSD	\$16,610,000
53101	TREATMENT - GP/P&G	\$2,003,430
53110	SAMPLING CHARGES	\$240,000
53112	RATE STABILIZATION	\$2,000,000
53113	SEWER SERVICE AGREEMENT	\$24,000
54001	MATERIAL & SUPPLIES	\$75,000
54007	PUBLIC EDUCATION	\$5,000
54010	GAS,OIL & LUBRICANT	\$80,500
55101	EQUIPMENT REPAIRS	\$85,000
55130	CITY EQUIPMENT USAGE	\$10,000
55140	EQUIPMENT REPLACEMENT	\$0
55150	NEW EQUIPMENT	\$0
55191	EQUIPMENT REPLACEMENT FUND	\$0
55358	PUMP STATION REPAIR	\$100,000
56101	ELECTRICITY	\$27,000
56201	NATURAL GAS	\$250
56301	TELEPHONE	\$4,000
56302	CELL PHONES/PAGERS	\$6,000
56402	WATER	\$8,175
56403	SEWER	\$400
56404	STORM WATER UTILITY	\$500
57098	DEPT INSURANCE CHARGES	\$13,954
58200	DEBT SERVICE - GBMSD	\$0
59930	TRANSFER OUT - DEBT SERVICE	\$1,758,005
59940	TRANSFER OUT - CAPITAL PROJECTS	\$2,839,290
	TOTAL	\$28,754,196

SANITARY SEWER DISTRICT RATE HISTORY

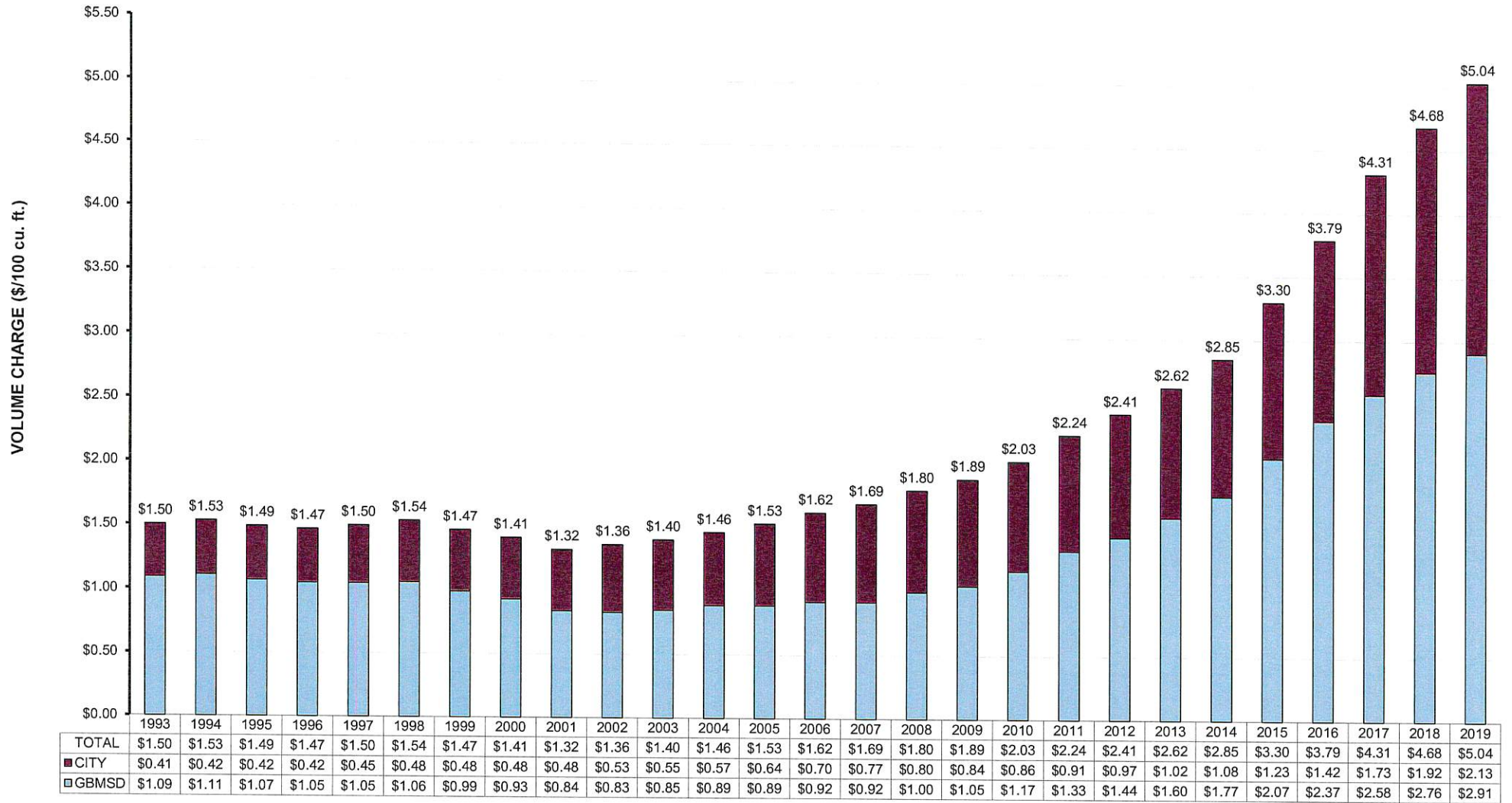
YEAR	VOLUME CHARGE NON-MONITORED USERS			MINIMUM CHARGE NON-MONITORED USERS				QUARTERLY CHARGE (AVERAGE RESIDENTIAL CUSTOMER)	BUDGET
	GBMSD	CITY	TOTAL	I/I	VOLUME	BILLING	TOTAL		
1979	\$0.55	\$0.27	\$0.82	\$3.73	\$2.46	\$1.36	\$7.55	\$22.31	\$5,418,930.00
1980	\$0.56	\$0.33	\$0.89	\$4.48	\$2.67	\$1.50	\$8.65	\$24.67	\$5,138,000.00
1981	\$0.56	\$0.36	\$0.92	\$4.52	\$2.76	\$1.47	\$8.75	\$25.31	\$5,358,500.00
1982	\$0.55	\$0.40	\$0.95	\$4.32	\$2.85	\$2.18	\$9.35	\$26.45	\$5,683,500.00
1983	\$0.54	\$0.42	\$0.96	\$4.35	\$2.88	\$2.47	\$9.70	\$26.98	\$6,282,000.00
1984	\$0.55	\$0.44	\$0.99	\$4.36	\$2.97	\$2.67	\$10.00	\$27.82	\$6,573,000.00
1985	\$0.54	\$0.40	\$0.94	\$4.42	\$2.82	\$2.86	\$10.00	\$26.92	\$7,004,000.00
1986	\$0.56	\$0.36	\$0.92	\$3.70	\$2.76	\$2.84	\$9.30	\$25.86	\$6,867,000.00
1987	\$0.62	\$0.38	\$1.00	\$3.91	\$3.00	\$3.04	\$9.95	\$27.95	\$7,275,000.00
1988	\$0.62	\$0.38	\$1.00	\$4.04	\$3.00	\$3.11	\$10.15	\$28.15	\$7,902,000.00
1989	\$0.72	\$0.38	\$1.10	\$4.04	\$3.30	\$3.16	\$10.50	\$30.30	\$8,216,000.00
1990	\$0.92	\$0.38	\$1.30	\$4.04	\$3.90	\$3.26	\$11.20	\$34.60	\$8,979,000.00
1991	\$0.93	\$0.41	\$1.34	\$4.24	\$4.02	\$3.14	\$11.40	\$35.52	\$9,588,000.00
1992	\$1.01	\$0.41	\$1.42	\$3.75	\$4.26	\$3.09	\$11.10	\$36.66	\$10,331,000.00
1993	\$1.09	\$0.41	\$1.50	\$3.10	\$4.50	\$3.75	\$11.35	\$38.35	\$11,773,000.00
1994	\$1.11	\$0.42	\$1.53	\$2.98	\$4.59	\$3.93	\$11.50	\$39.04	\$10,914,000.00
1995	\$1.07	\$0.42	\$1.49	\$3.00	\$4.47	\$4.58	\$12.05	\$38.87	\$11,349,000.00
1996	\$1.05	\$0.42	\$1.47	\$3.00	\$4.41	\$4.64	\$12.05	\$38.51	\$12,336,000.00
1997	\$1.05	\$0.45	\$1.50	\$3.00	\$4.50	\$4.92	\$12.42	\$39.42	\$12,163,500.00
1998	\$1.06	\$0.48	\$1.54	\$3.00	\$4.62	\$5.56	\$13.18	\$40.90	\$12,206,700.00
1999	\$0.99	\$0.48	\$1.47	\$3.00	\$4.41	\$5.40	\$12.81	\$39.27	\$12,744,500.00
2000	\$0.93	\$0.48	\$1.41	\$3.00	\$4.23	\$5.51	\$12.74	\$38.12	\$12,300,000.00
2001	\$0.84	\$0.48	\$1.32	\$3.00	\$3.96	\$5.62	\$12.58	\$36.34	\$14,744,000.00
2002	\$0.83	\$0.53	\$1.36	\$3.12	\$4.08	\$5.44	\$12.64	\$37.12	\$14,601,010.00
2003	\$0.85	\$0.55	\$1.40	\$3.12	\$4.20	\$5.44	\$12.76	\$37.96	\$14,707,890.00
2004	\$0.89	\$0.57	\$1.46	\$3.27	\$4.38	\$5.61	\$13.30	\$39.58	\$14,914,160.00
2005	\$0.89	\$0.64	\$1.53	\$3.91	\$4.59	\$4.94	\$13.50	\$41.04	\$15,165,010.00
2006	\$0.92	\$0.70	\$1.62	\$4.29	\$4.86	\$4.62	\$13.80	\$42.96	\$15,234,270.00
2007	\$0.92	\$0.77	\$1.69	\$4.80	\$5.07	\$4.63	\$14.50	\$44.92	\$15,523,730.00
2008	\$1.00	\$0.80	\$1.80	\$5.23	\$5.40	\$4.74	\$15.40	\$47.80	\$15,700,210.00
2009	\$1.05	\$0.84	\$1.89	\$5.41	\$5.67	\$5.33	\$16.40	\$50.42	\$13,977,596.00
2010	\$1.17	\$0.86	\$2.03	\$5.72	\$6.09	\$5.57	\$17.40	\$53.94	\$15,658,490.00
2011	\$1.33	\$0.91	\$2.24	\$6.52	\$6.72	\$5.06	\$18.30	\$58.62	\$16,355,716.00
2012	\$1.44	\$0.97	\$2.41	\$6.60	\$7.23	\$5.01	\$18.80	\$62.18	\$17,593,540.00
2013	\$1.60	\$1.02	\$2.62	\$6.67	\$7.86	\$5.07	\$19.60	\$66.76	\$17,183,170.00
2014	\$1.77	\$1.08	\$2.85	\$6.00	\$8.55	\$5.42	\$20.00	\$71.30	\$18,623,220.00
2015	\$2.07	\$1.23	\$3.30	\$6.59	\$9.90	\$5.41	\$21.90	\$81.30	\$20,000,120.00
2016	\$2.37	\$1.42	\$3.79	\$8.98	\$11.37	\$5.57	\$25.90	\$94.12	\$21,522,582.00
2017	\$2.58	\$1.73	\$4.31	\$9.00	\$12.93	\$5.56	\$27.60	\$105.18	\$24,325,816.00
2018	\$2.76	\$1.92	\$4.68	\$9.74	\$14.04	\$5.93	\$29.70	\$113.94	\$25,995,950.00
2019	\$2.91	\$2.13	\$5.04	\$10.72	\$15.12	\$5.90	\$31.70	\$122.42	\$28,754,196.00
%CHANGE	8.86	21.83	13.72	0.22	13.72	-0.18	6.56	11.75	10.61

NOTE:

- 1) GBMSD VOLUME CHARGE = Cost of treatment of 100 cu. ft. of sewage with an estimated strength 169/241/5.5/30.1 (BOD, Suspended Solids, Phosphorous, TKN)
NOTE: TKN billing parameter added 01/01/92.
- 2) CITY VOLUME CHARGE = Service charge (per 100 cu. ft.) for such items as administrative costs, sewer repair, maintenance charges, etc.
- 3) VI CHARGE = Quarterly charge for infiltration/inflow.
- 4) MINIMUM VOLUME CHARGE = Total volume charge x 300 cu. ft./qtr.
- 5) BILLING CHARGE = Cost for water Department to prepare bill.
- 6) QUARTERLY CHARGE = (average residential customer) = 1800 cu. ft. x total volume charge + minimum charge.

11/14/18

SANITARY SEWER DISTRICT RATE HISTORY



YEAR



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # L.4.

To approve the 2019 Storm Water Utility rates as follows:

Monthly charge \$7.68/ERU

Yearly charge \$92.12/ERU

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2019 Proposed Stm Rate
2. Stm Rate History

STORM WATER UTILITY

ACCOUNT NUMBER 205525 - XXXXX

Number of ERU's

79,250

2019 BUDGET

11/13/18

ACCOUNT #	TITLE	Amount
50001	REGULAR SALARIES	\$1,265,315
50501	OVERTIME	\$39,996
51201	HEALTH INSURANCE	\$298,600
51202	DENTAL INSURANCE	\$23,822
51203	LIFE INSURANCE	\$2,155
51204	LEVY SUPPORTED HEALTH INSURANCE	\$5,540
51210	SOCIAL SECURITY	\$78,142
51211	MEDICARE	\$18,297
51212	WORKER'S COMPENSATION	\$19,150
51301	WRS - EMPLOYER SHARE	\$85,531
51402	CLOTHING ALLOWANCE	\$3,000
51403	SAFETY GLASSES	\$1,500
51404	PERSONAL SUPPLIES	\$5,000
52001	TRAINING & TRAVEL	\$10,900
52003	DUES & BONDS	\$5,500
53001	CONTRACTUAL SERVICES	\$150,000
53002	COPY MACHINE	\$1,600
53014	LICENCES & PERMITS	\$40,700
53017	FINANCE SERVICES	\$300,000
53020	DATA PROCESSING SERVICES	\$28,000
53031	ENGINEERING / ADMINISTRATIVE	\$0
53040	SANITATION DISPOSAL CHARGES	\$200,000
53102	SEDIMENT CREDIT - GBP (New 2019)	\$150,000
53110	SEWER SAMPLING CHARGES	\$5,000
54001	MATERIALS & SUPPLIES	\$75,000
54007	PUBLIC EDUCATION	\$5,000
54010	GAS, OIL & LUBRICANT	\$57,500
55101	EQUIPMENT REPAIRS	\$150,000
55130	CITY EQUIPMENT USAGE	\$300,000
55140	EQUIPMENT REPLACEMENT	\$0
55150	NEW EQUIPMENT	\$0
55191	EQUIPMENT REPLACEMENT FUND	\$0
55320	DIKE MAINTENANCE	\$5,000
55358	PUMP STATION REPAIRS	\$100,000
56101	ELECTRICITY	\$98,260
56201	NATURAL GAS	\$110
56301	TELEPHONE	\$4,000
56302	CELL PHONES	\$5,000
56402	WATER	\$1,635
56403	SEWER	\$100
57098	DEPARTMENT INSURANCE CHARGES	\$14,574
59910	TRANSFER OUT - GENERAL FUND	\$470,000
59930	TRANSFER OUT - DEBT SERVICE	\$814,460
59940	TRANSFER OUT - CAPITAL PROJECTS	\$2,462,060
	Subtotal	\$7,300,447
	APPLIED SURPLUS	\$0
	TOTAL	\$7,300,447

ERU charge(per year) \$92.12

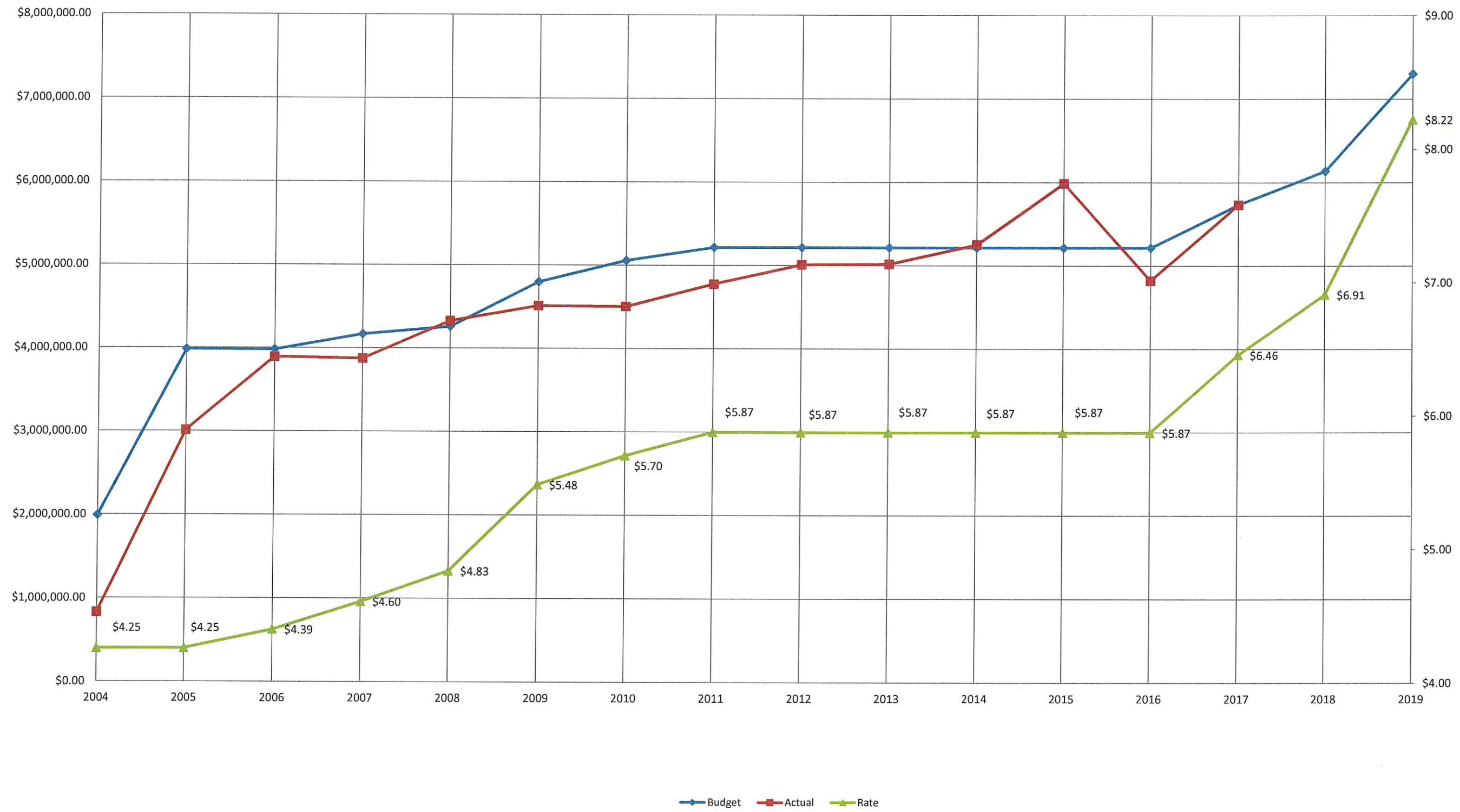
ERU Charge(per month) \$7.68

ACCOUNT NUMBER 205 - 50 - 525 - 000 - XXXXX

11/14/18

I:\Dept\Data\Pub Works\Engl\Special\Storm Water Utility\Budget-Storm Water\2019 Strm\Storm Water Utility - Budget.xls\Compa

STORM WATER UTILITY BUDGET





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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # L.5.

To approve the request by Department of Public Works for single source purchase of storm water pumps and equipment for Storm Water Basin 110 Lift Station from Xylem in the amount of \$557,720.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # L.6.

To approve the request by Department of Public Works for single source purchase of storm water pumps and equipment for Storm Water Basin 106 Lift Station from Xylem in the amount of \$393,500.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # L.7.

To approve the report of the Purchasing Manager:

- A. To purchase a Trailer Mounted Generator to Wolter Power Systems for \$31,494.
- B. To approve a contract for a Parking Citation Management System & Ticket Writing Equipment to Passport Labs, Inc.
- C. To approve a contract for hauling stockpiled street sweepings to Peters Concrete for \$55,097.
- D. To approve a 3 year contract for Parking Security Services to Securitas Security Services USA for \$319,117, plus 3 one-year renewal options by mutual consent.
- E. To purchase a 2019 Vactor Jet/Vacuum Body and Western Star truck chassis from Bruce Municipal for \$428,269.
- F. To approve a contract to rebuild the Cummins Engine of Motor Grader Unit #852 to Cummins Sales & Service for \$25,583.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 11-26-18 IS Equip. Contracts



CITY OF GREEN BAY - PURCHASING DIVISION

TO: I&S Committee
FR: Rick Jensen, Purchasing Manager
DT: November 26, 2018
RE: Purchasing Report
Cc: Steve Grenier, James Brunette, Diana Ellenbecker

Report of the Purchasing Manager:

1. Request approval to award the purchase of a Trailer Mounted Generator to Wolter Power Systems for \$31,494.
2. Discussion with possible action on the award of a contract for a Parking Citation Management System & Ticket Writing Equipment to Passport Labs, Inc.
3. Request approval to award a contract for hauling stockpiled street sweepings to Peters Concrete for \$55,097.
4. Request approval to award a 3 year contract for Parking Security Services to Securitas Security Services USA for \$319,117, plus 3 one-year renewal options by mutual consent.
5. Request approval to purchase a 2019 Vactor Jet/Vacuum Body and Western Star truck chassis from Bruce Municipal for \$428,269.
6. Discussion with possible action on the award of a contract to rebuild the Cummins Engine of Motor Grader Unit #852 to Cummins Sales & Service for \$25,583.

NOTE: For item No. 2 - Citation Management Systems, the final award recommendation will be presented to the Committee at the I&S meeting on Nov. 26.

The following items were openly and competitively offered:

Improvement and Services - Report of the Purchasing Manager					
Description	Spec #	Funding Source	Awarded Vendor	# Responses	\$ Amount
Trailer Mounted Generator		428520-55150 San. Sewer New Equipment	Wolter Power Systems	4	\$31,494
Parking Citation Management System & Equipment		431505-55140 Parking Equip. Replacement	Passport	2	TBD
Hauling Stockpiled Street Sweepings to the Landfill		205525-53040 Storm Water Sanitation Disposal Charge	Peters Concrete	4	\$55,097
Security Services - Parking Div. 3 Year Contract plus three 1-year renewal options		202505-53025 Parking Security Services	Securitas Security Services USA	2	\$319,117
Combination Jet/Vacuum Sewer Truck & Equipment		428520-55150 Sanitary New Equipment	Bruce Municipal Vactor/Western Star	Piggyback	\$428,269
Engine Rebuild, Cummins Motor Grader Unit #852		101-14201 DPW Inventory	Cummins Sales & Service	Single Source	\$25,583

CITY OF GREEN BAY QUOTE SUMMARY**RFQ #3106****50 kW Trailer Mounted Generator**

Dept: DPW/Sewer Utility	Req #252	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4
Planholders: 4	CC #690	WOLTER POWER SYSTEMS	TOTAL ENERGY SYSTEMS LLC	FABICK (JFTCO)	CUMMINS SALES & SERVICE
Issued: 10/11/18	Due: 10/24/18	Brookfield	De Pere	Green Bay	De Pere
DESCRIPTION		PRICE	PRICE	PRICE	PRICE
50kW Trailer Mounted Generator:		\$ 31,494	\$ 36,000	\$ 41,250	\$ 57,000
Yr/Mfg/Model and kW Generator:		2018 Generac/Magnum, MMG55DF4 KW	Kohler 55REOZT4	2019 Caterpillar XQ60 47.5 RW Prime	New Genset 50/60HZ 70KW
Yr/Mfg/Model Trailer:				2019 Unknown	
Lead Time		7-9 Weeks	12 Weeks	22-25 Weeks	20 Weeks
Payment Terms Net 30 Early Payment Discount:		Net 30	Net 30	Net 30	Net 30
Accepts credit card payments:		Yes	No reply	No	No

Recommendation: Award to the lowest responsive, responsible vendor Wolter Power Systems for \$31,494.**CITY OF GREEN BAY QUOTATION SUMMARY****RFQ #3107****Haul Stockpiled Street Sweepings to
Outagamie County Landfill for DPW**

DEPT: DPW/Ops		REQ #263	VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4	
Planholders: 10 Vendors		CC# 968-962-958	PETERS CONCRETE Green Bay		BIELINSKI EXCAVATING		BAYLAND EXCAVATING INC		BEST ENTERPRISES LLC	
ISSUED: 10/23/18		Denmark			Green Bay		De Pere			
QTY	UNIT	DESCRIPTION	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
7871	Tons	Estimated 7,871 Tons - All labor and equipment necessary to load, haul and dispose of stockpiled street sweeping waste to the Outagamie County Landfill at 1419 Holland Road, Appleton, WI	\$7.00	\$55,097.00	\$7.90	\$62,180.90	\$8.75	\$68,871.25	\$11.79	\$92,799.09
LEAD TIME - or expected date vendor will start project. Work to be completed by 3/31/19			December 2018		1/8/2019		2 Weeks		Upon Award	
Payment Terms Net 30 - Early Pay Discount:			Net 30		Net 30		Net 30		1% 10	
Company accepts p-card payments:			No		No		No		No	
SOQ/Bidder's Proof Expires:			BP 2/14/19		BP 5/3/19		SOQ 11/8/19		SOQ 6/27/19	

Recommendation: Award to the lowest responsive, responsible vendor Peters Concrete for \$55,097.00

#3098 RFP Scoring Criteria & Points Summary

SECURITY SERVICES CONTRACT
RFP #3098
ISSUED: 10/3/18 DUE: 11/12/18
CC: 99000

Total Possible Points per each specification category	MINIMUM SPECIFICATIONS	Highest Score	Lowest Score
		Securitas Security Services USA	G4S Secure Solutions USA, Inc.
30	Quality of Service	25	20
25	Professionalism and Communication	21	20
25	Employee Training and Retention	22	17
20	Cost Proposal (Hourly Rates) *	17.37	20
	Vendor Scores Total possible points = 100	85.37	77
	3 Yr Total Cost based on Vendor's Proposed Hourly Rate:	\$319,116.80	\$277,075.60

* Cost Proposal (Hourly Rates) Scoring Formula: Lowest 3 Yr Total Cost earns 20 points. Others are calculated as follows: Lowest Vendor's 3 Yr Total Cost / Next Vendor's 3 Yr Total Cost x 20

RECOMMENDATION:

Award this proposal to the highest scoring vendor that provided the best service solution for this Security Services Contract. Award to Securitas Security Services USA for a three year contract with the option of three one-year renewals upon mutual agreement by both parties.

NOTES:

The evaluation team scored each vendor per the evaluation criteria as stated in the RFP, and their vendor interview. They determined **Securitas Security Services USA** provides the best service solution for this Security Services Contract.



N60 W15835 Kohler Lane
Menomonee Falls, WI 53051
262-252-4744 • 800-252-4799
Fax: 262-252-3955

Ship To: CITY OF GREEN BAY
519 S ONEIDA ST
GREEN BAY WI 54303

Invoice To: CITY OF GREEN BAY ** VISA **
ATTN: OPERATION DIVISION
519 S ONEIDA ST
GREEN BAY WI 54303

Branch 02 - BRUCE MUNICIPAL		
Date 11/08/2018	Time 9:32:56 (O)	Page 1
Account No GREEN002	Phone No 9204923748	Est No 01 Q00412
Ship Via		Purchase Order VERBAL
Tax ID No		
TYLER GAGE		Salesperson 142

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 12/31/2018 Amount

Stock #: C005242 Serial #:
New VA 2100 PD 12YD
New VACTOR 2100 PD 12YD VACTOR 2100 PD 12YD
12 YARD DEBRIS BODY, 1500 GALLONS OF WATER
STAINLESS WATER TANKS
6" DECANT CURBSIDE
DEBRIS BODY WASHOUT
6" BUTTERFLY VALVE
CYCLONE SEPARATORS
FOLDING PIPE RACKS
SPLASH SHIELD, LUBE MANIFOLD
LOW WATER LIGHT
AIR PURGE
HOT SHIFT BLOWER DRIVE
DIGITAL AND FOOTAGE COUNTER
10 FOOT BOOM
COLD WEATHER
HYDRO KIT
600X1 HOSE
DRAIN VALVES
TOOLBOXES
ROCKMILLS LIFTER
PAINT TO MATCH CAB

****INCLUDING THE FOLLOWING ATTACHMENTS****

=====

New WESTERN STAR 4700 WESTERN STAR 4700 C005625
New ROCK MILLS TW 3000 LIFTER W/ CAMERA & M C005748

Authorization: _____
SAME TRUCK AND BUILD AS UNIT ON ORDER

Subtotal: 428269.00
Quote Total: 428269.00

Quality Environmental Solutions and Support

www.macqueeneq.com



Rick Jensen

From: Nathan Wachtendonk
Sent: Tuesday, November 20, 2018 12:26 PM
To: Rick Jensen; Chris Pirlot; Steven Grenier; James Brunette
Cc: Tony Fietzer
Subject: FW: Quote for Unit 852
Attachments: SM_INV2.PDF

Good Afternoon,

Motor Grader #852 was sent to Cummins in De Pere for a misfire, leaking head gasket along with an engine knock. Upon inspection, it was found that the injector tips were worn out and #5 injector failed completely. When the oil filter was cut apart, metal shavings were found and after the oil pan was dropped, they found pieces of #5 piston skirt and cylinder cooling nozzles laying in the bottom. When the cam shaft was inspected they found the cam lobes to be pitting and flaking.

With this information, it was determined that the engine needs to be replaced, however a recon engine is out 70-100 days. With the age of the unit being 1989, they do not keep rebuilds on hand. Cummins suggested that they rebuild the engine in house, which will take about a week and half to complete. According to Cummins, the cost to rebuild vs recon is about the same. I am able to locate rebuilds online for around \$12,000, however with the cost of the engine, freight and having to swap over parts and pay Cummins for their diagnostic work plus the tow back to the shop, it is not cost effective to go this route.

Cummins quoted \$25,582.57 for the complete rebuild which includes diagnostic time. Additional costs will be, having the fuel injection pump rebuilt (sourced out through Cummins to Diesel Specialists) and any additional items related to the motor grader chassis such as motor mounts, hoses, clutch etc. I will be going over early next week once the engine is removed from the unit to inspect the clutch and other grader related items to see if those warrant replacement.

In Steve's and Jims absence, Rick Jensen agreed to put this on the next I&S agenda as a one-time repair to motor grader #852.

Let me know if you have any questions.

Nathan Wachtendonk | Fleet Manager | City of Green Bay-DPW | 519 S. Oneida Street | Green Bay, WI 54303
T: 920.492.3751 | C: 920.680.6164 | F: 920.492.3747 | E: nathanwa@greenbaywi.gov





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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # L.8.

To hold and approve the following contracts:

A. To hold the contract RAY NITSCHKE MEMORIAL BRIDGE HYDRAULIC REPAIRS.

B. To approve the award of the contract RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group #3, to the low, responsive bidder, Badgerland Demolition & Earthwork, Inc., in the amount of \$68,519.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public (RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group 3)

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

**RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group
#3**

Tuesday, November 27, 2018

Contractor	Bid	Bid Bond
BADGERLAND DEMOLITION & EARTHWORK, INC.	\$68,519.00	5%
BEST ENTERPRISES, LLC.	\$98,580.00	5%
EXPRESS EXCAVATING, INC.	\$106,082.00	5%
Any questions, call 920-448-3100		



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # L.9.

To approve the Plat of Right-of-Way for Erie Road from Padi Wood Lane to south City limits and referred to the Plan Commission for review and to the Law Department to file as lis pendens.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Erie Rd-PadiWood Ln to South City Limits

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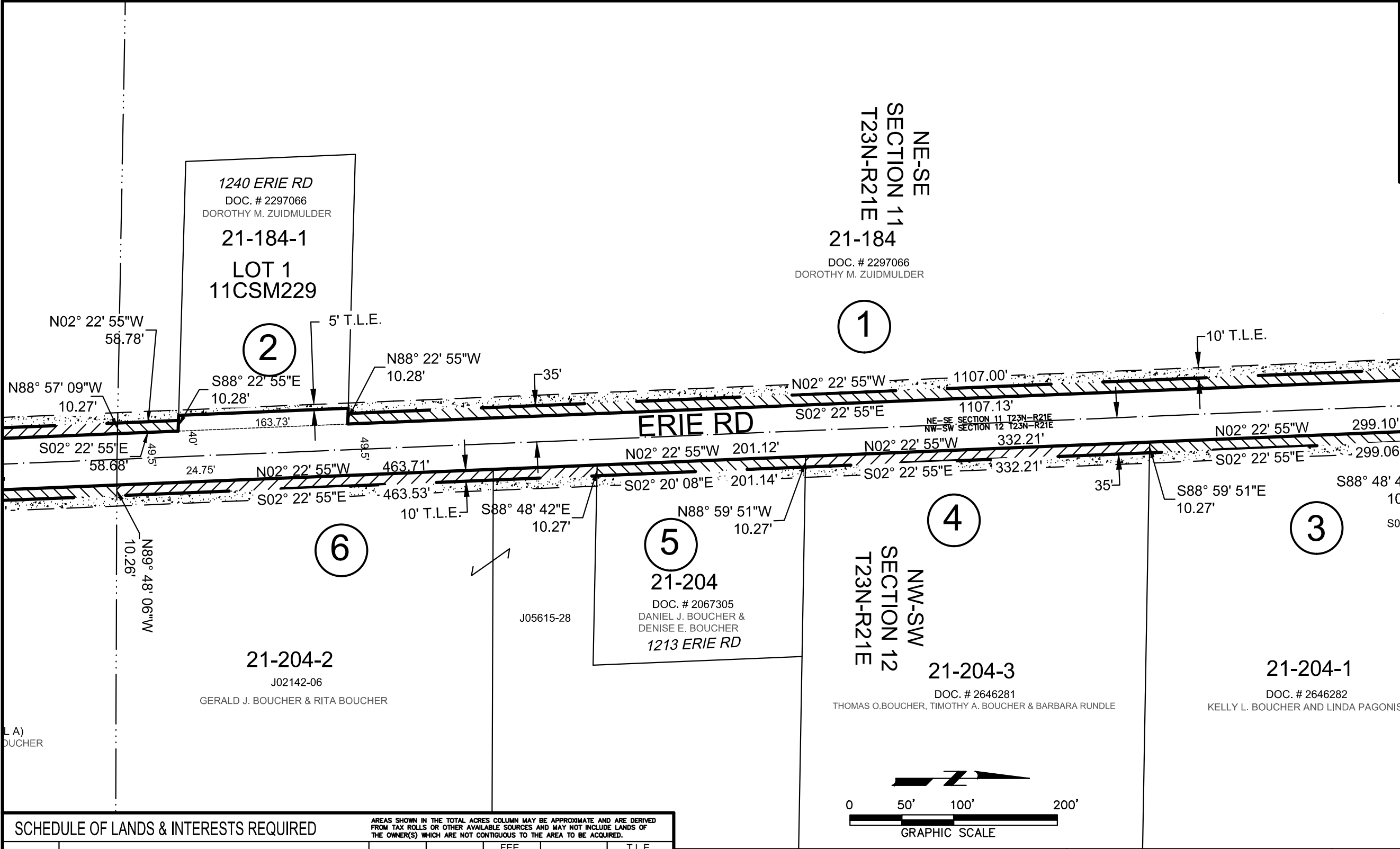
CITY OF GREEN BAY
BROWN COUNTY
WISCONSIN

SHEET
NUMBER
1

TOTAL
SHEETS
2

PLAT OF RIGHT OF WAY REQUIRED FOR
ERIE ROAD
FROM
PADI WOOD LANE TO SOUTH CITY LIMITS

RELOCATION ORDER DATED -



SCHEDULE OF LANDS & INTERESTS REQUIRED						AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER(S) WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.					
PARCEL NUMBER	OWNER	INTEREST REQUIRED	TOTAL SQ.FT. / ACRES	FEE SQ. FT. / ACRES REQUIRED	SQ. FT. / ACRES REMAINING	T.L.E. SQ.FT. / ACRES REQUIRED					
1	DOROTHY M. ZUIDMULDER	FEE & TLE	1,310,484 / 30.085	11,949 / 0.274	1,298,535 / 29.810	11,660 / 0.268					
2	DOROTHY M. ZUIDMULDER	TLE	40,000 / 0.918	0 / 0.0	40,000 / 0.918	819 / 0.019					
3	KELLY L. BOUCHER AND LINDA PAGONIS	FEE & TLE	386,587 / 8.875	3,066 / 0.070	383,521 / 8.804	3,066 / 0.070					
4	THOMAS O. BOUCHER, TIMOTHY A. BOUCHER & BARBARA RUNDLE	FEE & TLE	432,318 / 9.925	3,405 / 0.078	728,913 / 9.846	3,432 / 0.079					
5	DANIEL J. BOUCHER & DENISE E. BOUCHER	FEE & TLE	38,810 / 0.891	2,078 / 0.048	36,732 / 0.843	2,078 / 0.048					
6	GERALD J. BOUCHER & RITA BOUCHER	FEE & TLE	814,043 / 18.688	4,752 / 0.109	809,291 / 18.579	4,752 / 0.109					

CONVENTIONAL SIGNS AND ABBREVIATIONS	
	SECTION LINE
	QUARTER SECTION LINE
	QUARTER - QUARTER SECTION LINE
	PROPERTY LINE
	EXISTING RIGHT-OF-WAY (R/W) LINE
	PROPOSED RIGHT-OF-WAY (R/W) LINE
	FEE ACQUISITION AREA
	TEMPORARY LIMITED EASEMENT (TLE) AREA
	SLOPE INTERCEPT LINE

NOTES

COORDINATES AND BEARINGS ON THIS PLAT ARE ORIENTED TO THE BROWN COUNTY, WISCONSIN COORDINATE SYSTEM. ALL PLAT DISTANCES ARE GROUND LENGTH. RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

REVISION DATE

CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS

APPROVED:

STEVEN M. GRENIER, P.E.
DIRECTOR OF PUBLIC WORKS

DATE:



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # L.10.

To approve the request by Wisconsin Public Service Corporation for an electric and a gas easement across City owned parcel 1-1841-A (Lambeau Field).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Easement_Electric_City of GB_2677207 at LambeauField
2. Easement_Gas_City of GB_2677207 at LambeauField

202829

DOCUMENT NUMBER

ELECTRIC UNDERGROUND EASEMENT / CORPORATION

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 **US exchange/RVP Fiber and Time Warner Cable Midwest, LLC by Charter Communications, Inc., it's manager** (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 Lot 1 of Certified Survey Map No. 2826, Recorded in the Brown County Register of Deeds Volume 14, Certified Survey Maps Page 109, Document 1037667, being part of Lot 10 of Morris & Bromley Subdivision, Private Claims 13 – 15 West Side of the Fox River, **City of Green Bay, County of Brown, State of Wisconsin**, as shown on 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)
1-1841-A

1. Purpose: ELECTRIC UNDERGROUND

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 switch-fuse units, 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 deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, 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 is left intentionally 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

James J. Schmitt - Mayor

Kris A. Teske - Clerk

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _ James J. Schmitt - Mayor and Kris A. Teske - Clerk _____

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: _____

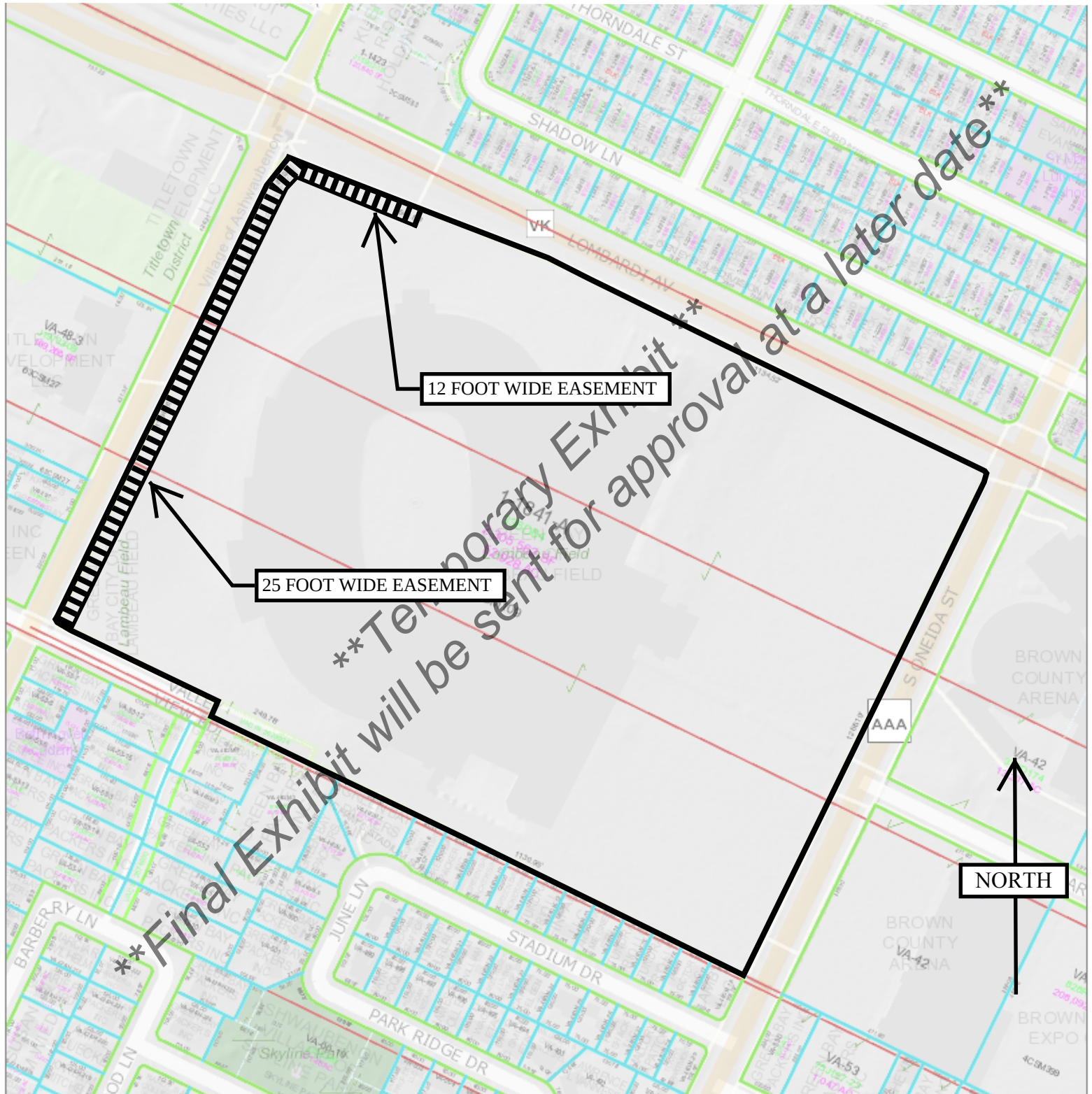
This instrument drafted by: Michelle Somers

Wisconsin Public Service Corporation

Date	County		Municipality	Site Address	Parcel Identification Number
June 19, 2018	Brown		City of Green Bay	1265 Lombardi Ave	1-1841-A
Real Estate No.	WPSC District		WR#	WR Type	IFRIS
202829	010	Green Bay	2677207	ERU Electric Relocate or Upgrade	Electric Systems-Flat Rate Underground

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



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 (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 Lot 1 of Certified Survey Map No. 2826, Recorded in the Brown County Register of Deeds Volume 14 of Certified Survey Maps, Page 109, Document 1037667, being part of Lot 10 of Morris & Bromley Subdivision, Private Claim 13 West side of the Fox River, **City of Green Bay, County of Brown, State of Wisconsin**, as shown on 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)
1-1841-A

1. **Purpose: GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, 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 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

James J. Schmitt - Mayor

Sign Name

Kris A. Teske - Clerk

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _ James J. Schmitt - Mayor and Kris A. Teske - Clerk _____

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 _____

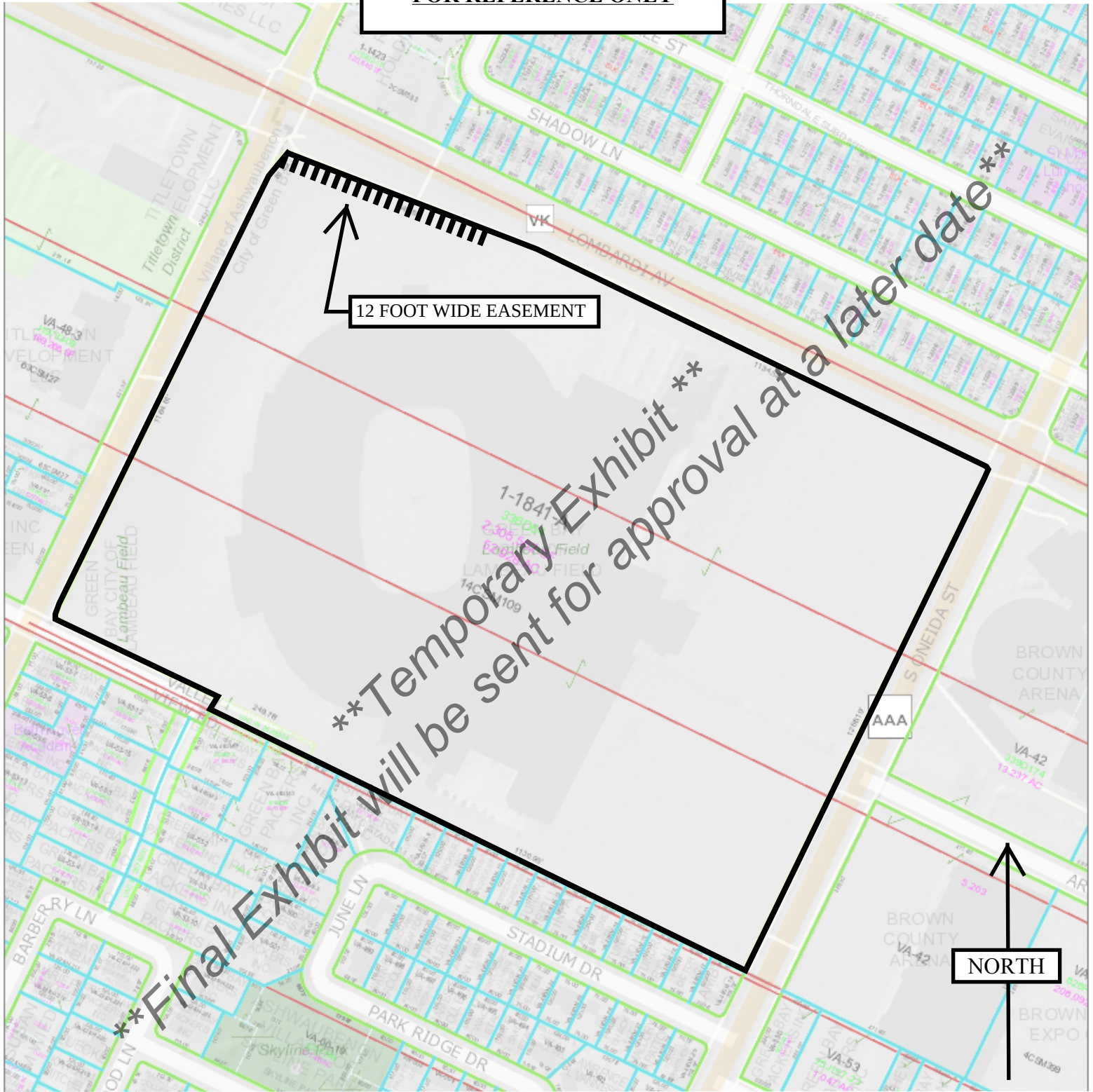
Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
October 24, 2018	Brown	City of Green Bay	1265 Lombardi Ave	1-1841-A
Real Estate No.	WPSC District	WR#	WR Type	I/O
1005887	Green Bay-10	2677207	ERU	21800451GC

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY





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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # M.I.

To approve a change of agent for Cropsey's on State LLC, with an effective date of January 1, 2019.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Cropsey



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # M.2.

To approve an application for a "Class A" Liquor license for Monzu Bistro, LLC at 126 S. Broadway, with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. monzu



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # M.3.

To approve an application for a "Class A" Liquor License by Singhs C Store 2 Inc. at 952 W. Mason St., with the approval of the proper authorities. (Currently has a Class "A" Beverage License).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. application



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # M.4.

To approve an application for an available "Class B" Combination License by Ricci L Bosley for Pepper at 114 S. Broadway, with a licensed description as "behind the bar, in the dry & locked storage closet by the restroom or in the basement," with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Moratoruim-broadway
2. 114 S Broadway
3. Floor Plans
4. security plan

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

December 4, 2018

PREPARED BY

AGENDA ITEM # M.5.

To approve General Ordinance No. 29-18, an ordinance creating section 33.08(7)(i), Green Bay Municipal Code, relating to on line ordering and curbside pickup of alcohol beverages.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 29-18 - Create 33.08(7)(i) re online curbside pickup alcoholic beverages

GENERAL ORDINANCE NO. 29-18

**AN ORDINANCE
CREATING SECTION 33.08(7)(i),
GREEN BAY MUNICIPAL CODE,
RELATING TO ONLINE ORDERING AND
CURBSIDE PICKUP OF ALCOHOL BEVERAGES**

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

SECTION 1. Section 33.08(7)(i), Green Bay Municipal Code, is hereby created to read:

(i) Online Ordering and Curbside Pickup of Alcohol Beverages.

- 1. No establishment shall allow online purchase of alcohol beverages and curbside delivery of such purchases ("Click and Collect"), without first obtaining a "Change of Premises" from the Common Council, upon recommendation of the Protection and Policy Committee to license that portion of the establishment's parking lot that will allow vehicles to park for purposes of picking up their online order.**
 - a. The licensed establishment shall file a detailed operation plan with their "Change of Premises" form that clearly details how their "Click and Collect" operation will function. The operation plan shall include the licensee's protocol for assuring that underage persons and intoxicated persons do not pick up alcohol via the "Click and Collect" program.**
 - b. Failure of licensee to provide a detailed operation plan with their "Change of Premises" application shall result in the City Clerk's Office not forwarding the "Change of Premises" form to the Protection and Policy Committee for consideration.**
- 2. No establishment holding an alcohol beverage license shall allow online purchase and pick-up of alcohol beverages unless the sale is consummated on the licensed premises.**
 - a. Payment for the purchase must be completed on premises and may not be completed until the purchaser is at the licensed premises and has presented valid photo identification that has been verified by a licensed operator employed by the premises.**

- b. The licensed operator must verify that the person placing the "Click and Collect" order is the same person picking up the order.
 - c. The sale and delivery of "Click and Collect" purchases shall be made only by a licensed operator.
 - d. No alcohol sales are permitted if the purchaser fails to present valid photo identification.
 - e. The "Click and Collect" system must allow the purchase of alcohol to be denied without affecting the remainder of the purchase.
- 3. Each "Click and Collect" transaction must capture and retain an image of the vehicle into which the order is being loaded for thirty (30) days.
- 4. Each "Click and Collect" transaction must record and retain the following information for thirty (30) days:
 - a. The name of the purchaser.
 - b. The type of identification card presented and the number and expiration date of that identification card.
 - c. The purchaser's date of birth.
 - d. The license plate of the vehicle into which the order is being loaded.
- 5. Pick-up of "Click and Collect" orders shall be ~~between the hours of 8:00 a.m. and 8:00 p.m.~~ prohibited between the hours of 12:00 A.M. and 6:00 A.M. for a premises holding a Class "B" (Beer) or "Class B" (Liquor) license. For premises holding a Class "A" (Beer) license or "Class A" (Liquor) license, pick-up of fermented malt beverages shall be prohibited between the hours of 12:00 A.M. and 8:00 A.M. and pick-up of intoxicating liquor shall be prohibited between the hours of 9:00 P.M. and 8:00 A.M.
- 6. If the "Click and Collect" purchaser is not the driver of the vehicle into which the order is being loaded, the licensed operator must verify that the driver is 21 years of age or older.

7. The licensed operator shall report to his or her manager any purchaser who shows signs of alcohol consumption, and in conjunction with the manager, shall assess sobriety for purposes of approving or denying the sale.
8. The pick- up area for "Click and Collect" purchases shall be clearly defined with visible markings, signs, and/or barriers.
9. No events other than the delivery of "Click and Collect" orders shall be allowed on the expanded premises.
10. Penalty. Any licensee or person who violates any provision of this subsection shall be subject to a forfeiture of not less than \$250, nor more than \$1000 plus court costs and fees. Licensees are also subject to demerit point assessment for violations of this subsection.

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

SECTION 4. 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

7/17/18



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # M.6.

To receive and place on file a request by Ald. Scannell that the Advisory Committee items be placed on the Protection and Policy committee agendas, previously held at the Oct. 22 Protection & Policy meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # M.7.

To hold a request by Ald. Wery stating "review with possible action on ordinance 27.203 regulation of noise for the purpose of amending with weekend hours (New daytime :09:00-20:00)."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. noise



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 11-5-18

Request of Alderperson WEPY

Refer to: Protection & Policy

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

Review with possible action on
Ordinance 27,203 Regulation of Noise
for the purpose of amending with
weekend hours, (^{NEW} Daytime 09:00 - 20:00.)



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # M.8.

To receive and place on file a request by Ald. Wery for a complete update on rat abatement and rat activity 2018 vs. 2017.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. rat abatement



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 11-5-18

Request of Alderperson WE RY

Refer to: Protection & Policy

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

Complete update on rat abatement
and rat activity 2018 vs 2017.



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # M.9.

To receive and place on file the Liquor Violation Report from the Police Department for November 26, 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 18LiqVio
2. Report November 26, 2018

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

December 4, 2018

The Protection and Policy Committee wishes to request that the following applications for Operator Licenses be granted, pending approval by the Green Bay Police Department.

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Achterberg, Tina L	Schultz, Jeremy D
Axinte, Katelynne E	Shea, Dawn D
Baker, Kachina L	Shelly, Jill M
Barlow, Mary	Siemon, Lavina M
Bayerl, Scott Lee	Singh, Sandeep
Block, Brianna M	Stark, Karen L
Bogati, Min B	Toscano, Crystal M
DeBauche, Amanda R	Walasek, Jantaratn
Duquaine, Karla J	Waniger, Heather L
Gantz, Pamela A	Zimmerman, Kaylor K
Goerl, Julie E	
Golson, Rhonda	
Gonzalez, Jailene	
Hemer, Kristan M	
Hietpas, Crystal L	
Johnson, Rita Mae	
Kindt, Mary Beth J	
King, Brianna R	
Layers, Elizabeth R	
Leahy, Moriah C	
Lentz, Melissa MJ	
Maki, James S	
Mata, Oscar J	
Montenegro Perez, Nidia	
Moore, Susan M	
Nowell, Johnny B	
Page, Emilie J	
Peterson, Carley Jo	
Ramsey, Tiffany S	
Ritchie, Christopher D	
Rodriguez, Daniel	



Report to the Green Bay Plan Commission

MEETING DATE

December 4, 2018

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # O.I.

To approve a drainage easement discontinuance at 1208 Wolverine Court, subject to the following condition:

I. The discontinuance is limited to the easterly 10 ft. and the westerly 20 ft. shall be retained at Drainage Easement.

BACKGROUND

Reason for Request: To discontinue an unused portion of an easement to allow for a residential home.

Aldersperson/District: Ald. Barbara Dorff / District I

Surrounding Zoning and Land Uses:

Subject Property: Planned Unit Development (PUD) -- Vacant

North: Planned Unit Development (PUD) Single Family Dwelling

South: Planned Unit Development (PUD) Single Family Dwelling

East: Planned Unit Development (PUD) Single Family Dwelling

West: Rural Residential (RR) Storm Water Facility

Report: The drainage easement was dedicated as a public easement during the original platting of this land. It was platted at 30 ft. along the western property line of parcel 21-7375. The applicant would like to build a single-family home on this lot and is requesting a reduction from 30 ft. to 18 ft. to accommodate setbacks for the proposed structure. Attached is the applicants narrative regarding the request, as well as their site plan.

Ald. B. Dorff, adjoining property owners and the below agencies were informed of the request. Agencies were informed that failure to respond will indicate that they have no objections or facilities in the subject area. No objections were received from property owners.

Department of Public Works: No Objection, with condition

Department of Parks, Recreation, & Forestry: No Response

Green Bay Water Utility: No Response

Wisconsin Public Service: No Objection

AT&T: No Response

Time Warner Cable: No Response

American Transmission Company: No Objection

Mobilitie: No Response

NEW Water: No Objection

Charter: No Response

RECOMMENDATION

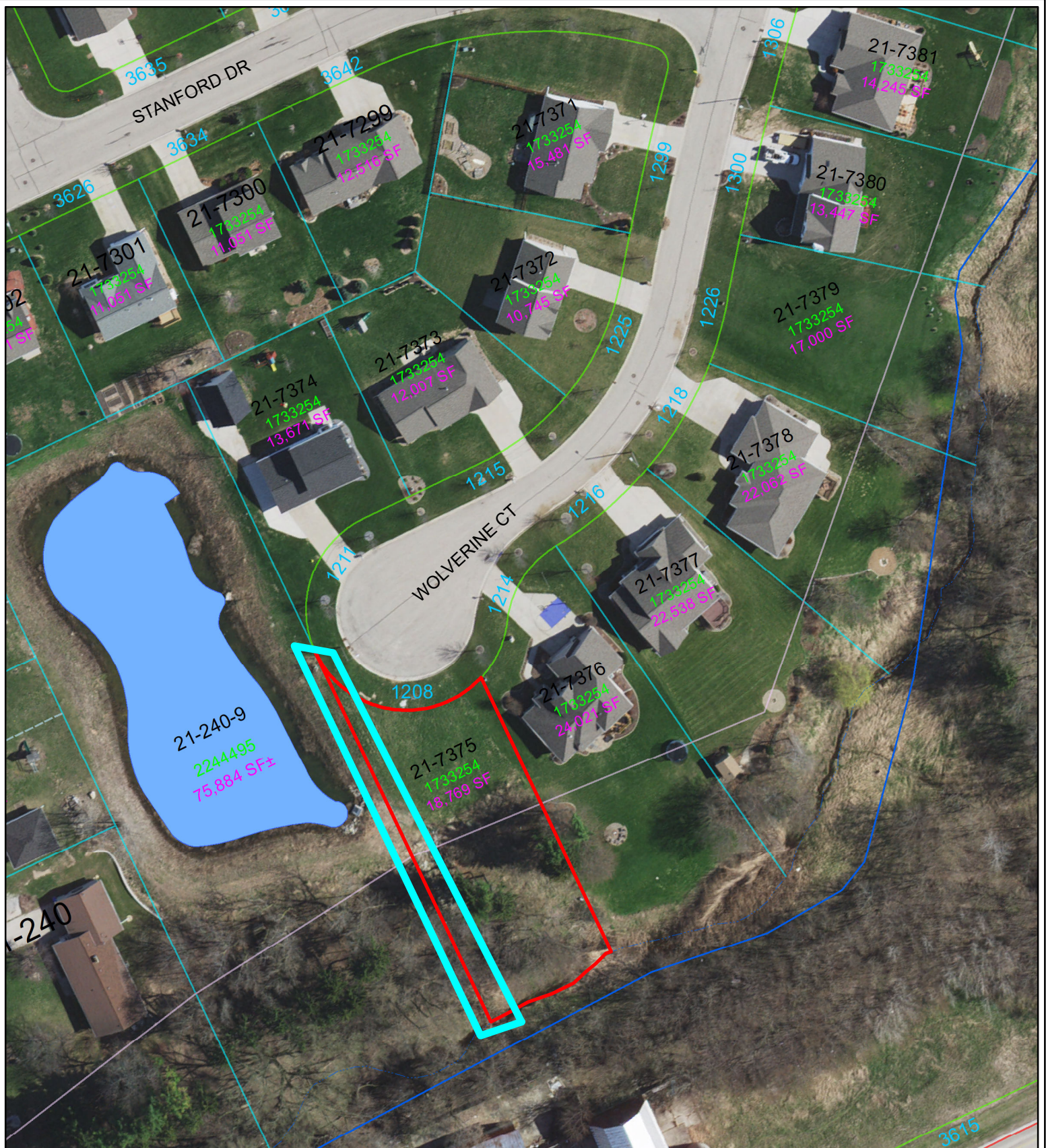
Approval of the request, subject to the following condition:

1. The discontinuance is limited to the easterly 10 ft. and the westerly 20 ft. shall be retained as Drainage Easement.

FISCAL IMPACT

ATTACHMENTS

1. ED 18-01 Map
2. ED 18-01, Applicant Narrative
3. ED 18-01, Site Plan Exhibit - ROTATED



Easement Discontinuance (ED 18-01) **Request to discontinue an easement** **located along Wolverine Court**

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. 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

0 50 100 200 Feet

 Subject Property
 Easement Area



Addendum A

Honorable Mayor and Common Council, c/o City Clerk

I, Louis Ullmer, respectfully request that the City of Green Bay reduces the drainage easement on the lot located at 1208 Wolverine Ct. The current drainage easement on record is 30' from the west lot line, adjoining the city's storm water pond.

I am requesting that this easement be reduced to 18', so I am able to build a new home with a three stall garage that fits in the character of this subdivision, while maintaining the property values of my neighbors. All neighbors on my side of the street have three stall garages. Since there is an ESA in the rear portion of my lot, I'm unable to even build a garden shed in the back yard to hold my yard equipment, yard furniture, bikes, trash and recycling containers, and so on.

Mark Aerts from the Dept of Public Works researched the property and attests that there are no drainage pipes still existing on my lot. The only access the city needs is for continued maintenance on the storm water pond. I would propose that an 18' easement would be sufficient for any continued maintenance needs on the storm water pond.

Likewise, the city will benefit in perpetuity from having the higher assessed tax value of a single family residence with three garage stalls.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'L. Ullmer', followed by a horizontal line extending to the right.

Louis Ullmer



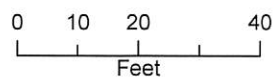
Legend

-  Site Boundary
-  Brown County ESA
-  Floodway
-  Proposed Building
-  Building Setback
-  20' Drainage Easement

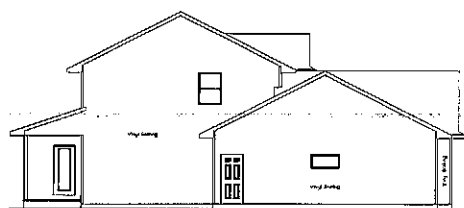
Note: Brown County ESA and Floodway from Brown County GIS.

Ullmer Property Site Plan City of Green Bay Brown County, Wisconsin

Parcel No.: 21-7375
Project: BRN18-046-15 Wolverine Ct

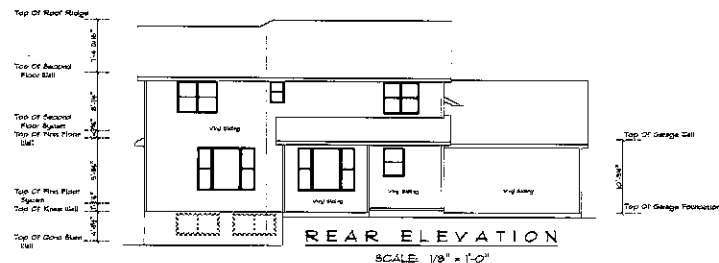


2907 Baylite Drive • Green Bay, WI 54313
Phone: 920.615.0019 • Website: www.evergreenwis.com



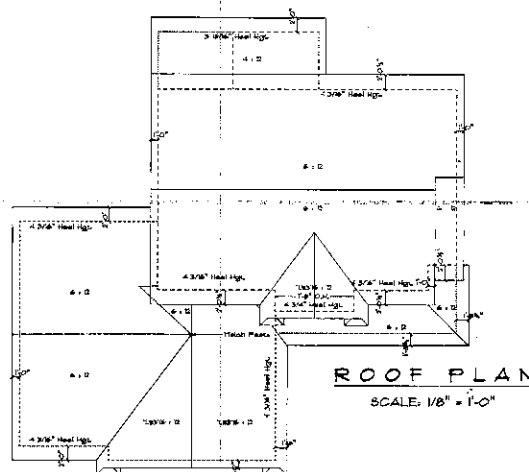
LEFT ELEVATION

SCALE: 1/8" = 1'-0"



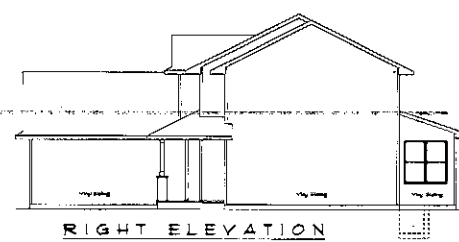
REAR ELEVATION

SCALE: 1/8" = 1'-0"



ROOF PLAN

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



FRONT ELEVATION

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

NOTE:
THIS CONSTRUCTION PLAN CURRENTLY
DOES NOT MEET PROPER WALL BRACING
REQUIREMENTS. PLEASE CONTACT WISCONSIN
BUILDING SUPPLY PRIOR TO APPLYING FOR
PERMITS TO INITIATE THE START OF THE WALL
BRACING PLAN CALCULATIONS.

IMPORTANT NOTE:
THIS IS A PRELIMINARY ARCHITECTURAL DRAWING. IT IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND TO FOLLOW ALL LOCAL, STATE AND FEDERAL BUILDING CODES. THE USER SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR FROM THE USE OF THIS DRAWING. NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM BARTOLAZZI HOMES.

CUSTOMER DESIGNED FOR: Bartolazzi Homes
DATE: 11-09-17
PROJECT: 11-09-17
PROJECT: 11-09-17
PROJECT: 11-09-17

COMPONENTS:
WISCONSIN BUILDING SUPPLY
WISCONSIN BUILDING SUPPLY
WISCONSIN BUILDING SUPPLY
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WISCONSIN BUILDING SUPPLY

WISCONSIN
BUILDING SUPPLY



Report to the Green Bay Plan Commission

MEETING DATE

December 4, 2018

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # O.2.

To vacate an unimproved portion of right-of-way north of Deckner Avenue, subject to the following condition:

1. Wisconsin Public Service does not require an easement for the light pole facilities in this area as long as they can have access to the property to maintain/replace the facilities. If the vacation of the street prevents WPS from maintaining or replacing the facilities, they will be removed.

BACKGROUND

Aldersperson/District: Ald. Craig Stevens / District 5

Reason for Request: To vacate an unimproved portion of right-of-way to accommodate a parking expansion at Sullivan Elementary.

Subject Parcel Zoning and Land Use: N/A, unimproved right-of-way

Surrounding Zoning and Land Uses:

All: Public Institutional, Sullivan Elementary School

Analysis: This vacation request will allow the school district to expand their existing parking area. A narrative from the applicant is attached, detailing how this vacation will accommodate the expansion, as well as the zoning code requirements. Staff is supportive of this request.

Ald. C. Stevens, adjacent property owners and reviewing agents have been notified of this request. There have been no objections as of the drafting of this report. WPS had light poles in the vacation area and a condition as been added to addresses this.

RECOMMENDATION

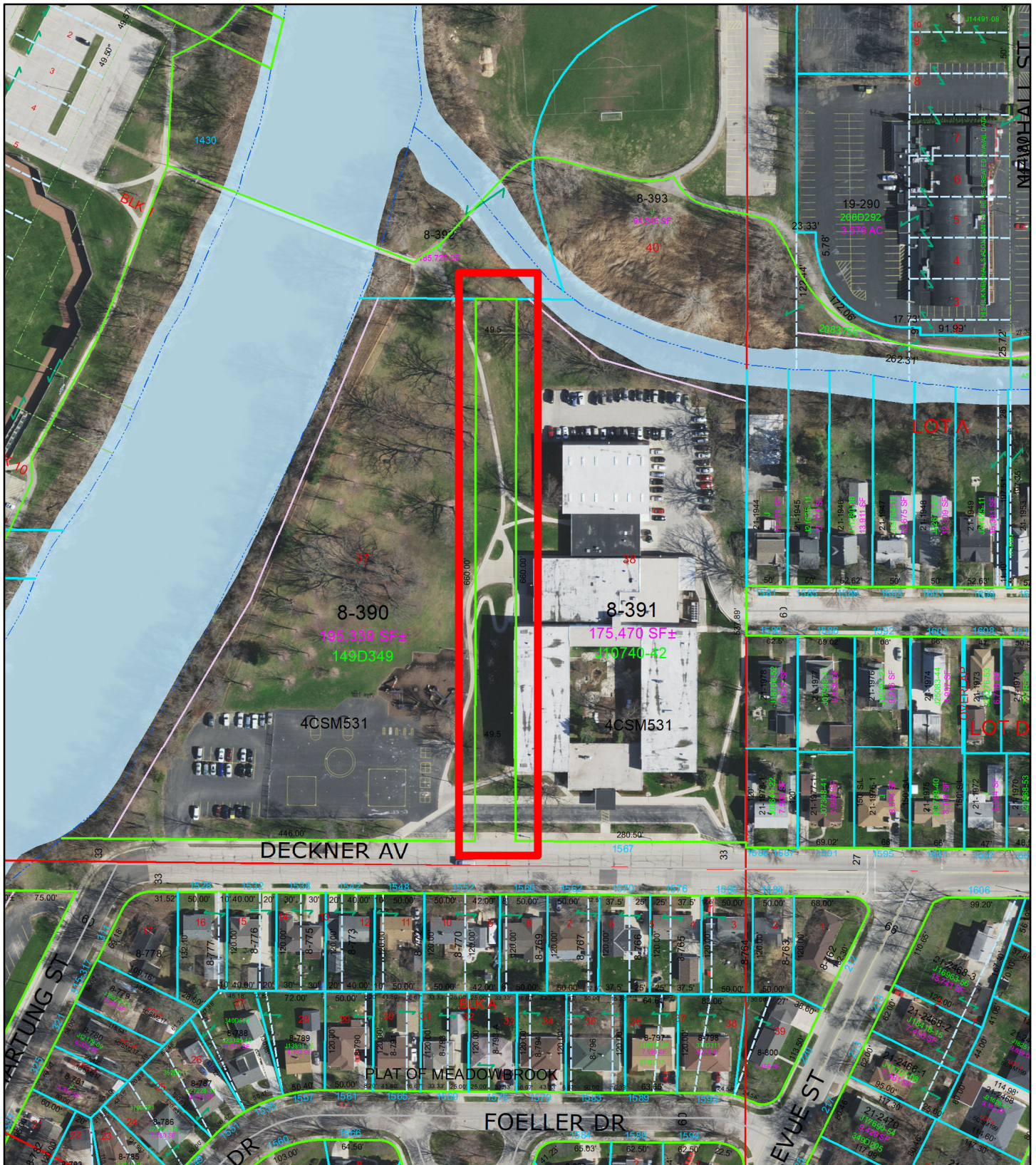
Approval of the request, with the following condition:

1. Wisconsin Public Service does not require an easement for the light pole facilities in this area as long as they can have access to the property to maintain/replace the facilities. If the vacation of the street prevents WPS from maintaining or replacing the facilities, they will be removed.

FISCAL IMPACT

ATTACHMENTS

1. SV 18-03 Map
2. SV 18-03 Vacation Exhibit
3. SV 18-03 Applicant Narrative



(SV 18-03) Street Vacation Right-of-Way near Deckner Avenue by Sullivan Elementary

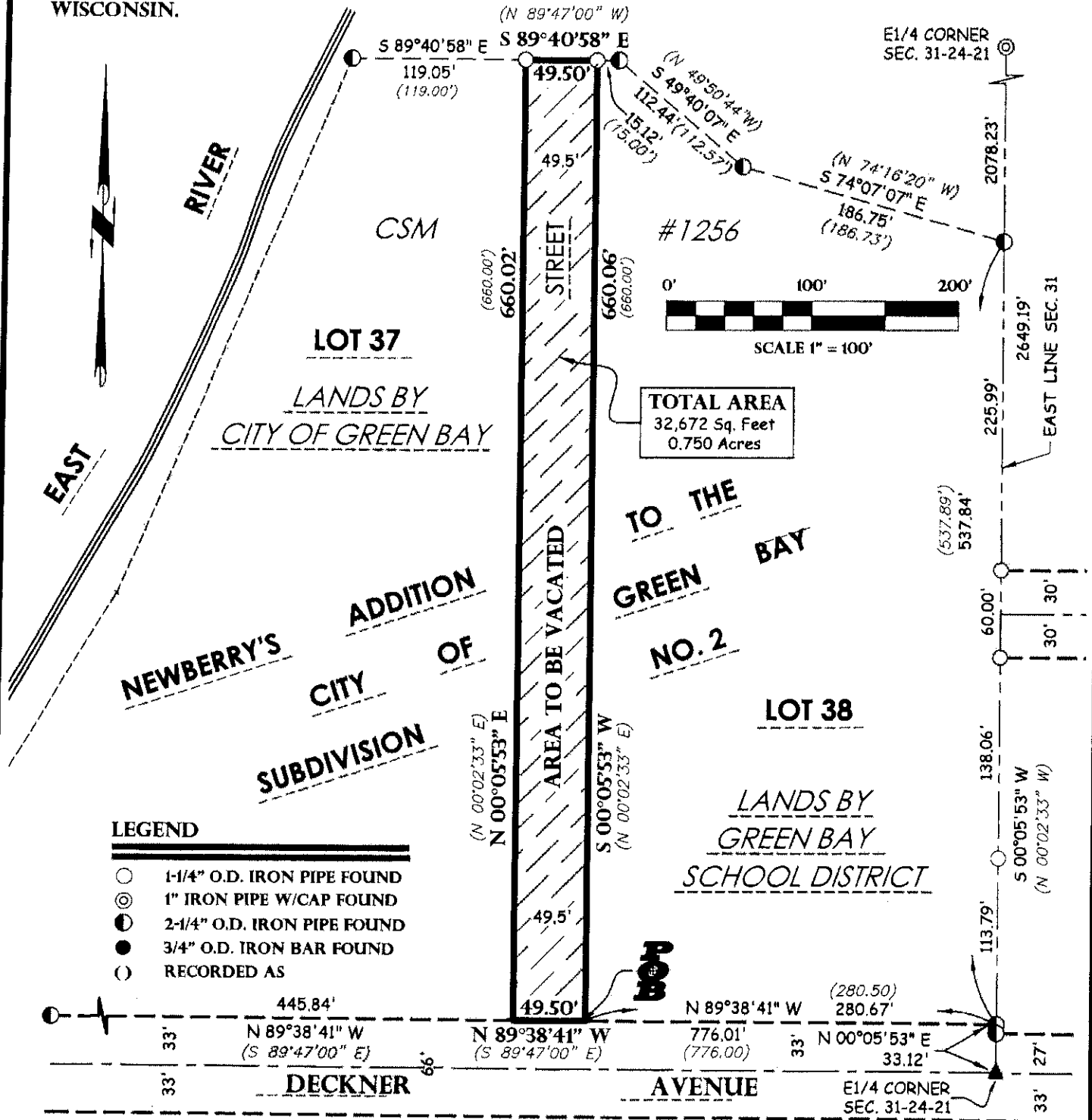


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31 Oct 2018 X:\Planning\City\DATA_GIS\CityActions\ST_VACSV 18-.mxd

Proposed Vacation Areas

VACATION EXHIBIT

BEING ALL OF AN UNNAMED STREET AS PLATTED BETWEEN LOTS 37 AND 38 OF NEWBERRY'S ADDITION TO THE CITY OF GREEN BAY, SUBDIVISION NO. 2, ALSO BEING A PART OF CERTIFIED SURVEY MAP NO. 1256, ALL BEING LOCATED IN GOVERNMENT LOT 3 OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 21 EAST, CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.



Point of Beginning

Civil Engineering
Land Surveying
Landscape Architecture
Jordan G. Brost, PLS #3009

5709 Windy Drive, Suite D
Stevens Point, WI 54482
715.344.9999 (Ph) 715.344.9922 (FX)

THIS INSTRUMENT WAS DRAFTED BY JORDAN BROST
AND DRAWN BY JORDAN BROST

FIELD BOOK 67 PAGE 27-28

JOB # 17.465

SHEET 1 OF 2 SHEETS

10/16/18

Request for City Action

Plan Commission

Attachment: Request for City Action Application

By Green Bay Area Public School District

Requesting: Green Bay Area Public School District is requesting the right-of-way located between parcel number 8-391 & 8-390 to be vacated. The school district is requesting the full vacated right-of-way to be added to parcel 8-391 (Green Bay Area Public School District Sullivan Elementary).

Reasoning: The school district is requesting the full right-of-way to become part of the school's property in order to have future capabilities for parking expansion. Currently, the school parking options are nearing capacity and facilitating future teacher/student growth will become increasingly difficult. The school property is zoned Public Institutional, meaning the impervious vs. pervious percentages are governed by the most restrictive abutting district, that being R-3 (Residential). This Residential zone (R3) is limited to 70% max impervious cover. See Tables below for a breakdown of the school property's cover percentages.

PROPOSED SITE STATISTICS (INCLUDING 1/2 ROW AREA)

ZONING = PI-PUBLIC INSTITUTIONAL DISTRICT		TOTAL LOT = 181,022.00 S.F. (4.15 Acres)
TOTAL IMPERVIOUS & PERVIOUS SURFACES- MAXIMUM IMPERVIOUS SURFACE COVERAGE IS 70%		
BUILDING	CONCRETE WALKS & BITUMINOUS PAVEMENT	GREEN SPACE
78,496.30 S.F. 1.80 Acre	44,614.90 S.F. 1.02 Acre	57,910.80 S.F. 1.33 Acre
OR 43.40% OF TOTAL AREA	OR 24.60% OF TOTAL AREA	OR 32.00% OF TOTAL AREA
68.00% OF TOTAL AREA		

PROPOSED SITE STATISTICS (INCLUDING ALL OF ROW AREA)

ZONING = PI-PUBLIC INSTITUTIONAL DISTRICT		TOTAL LOT = 197,357.80 S.F. (4.53 Acres)
TOTAL IMPERVIOUS & PERVIOUS SURFACES- MAXIMUM IMPERVIOUS SURFACE COVERAGE IS 70%		
BUILDING	CONCRETE WALKS & BITUMINOUS PAVEMENT	GREEN SPACE
78,496.30 S.F. 1.80 Acre	47,435.70 S.F. 1.09 Acre	71,425.80 S.F. 1.64 Acre
OR 39.70% OF TOTAL AREA	OR 24.10% OF TOTAL AREA	OR 36.20% OF TOTAL AREA
63.80% OF TOTAL AREA		

In the situation where the right-of-way is split in half, the school will be able to place 3,604 S.F. of additional impervious surface. This limits the potential for parking expansion to approximately 10 parking stalls. In the situation where the full right-of-way is granted to the school there is potential to add 12,218 S.F. of parking. This additional area will allow for more potential growth and help keep school parking from filling up offsite parking such as the city streets and the park parking lot.

Summary: The Green Bay Area Public School District is requesting the city to vacate the right of way located in-between the school property and the city park property. The school is additionally requesting that all of the right-of-way property is added to the school property in order to facilitate potential growth in the future.



Report to the Green Bay Plan Commission

MEETING DATE

December 4, 2018

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # O.3.

To approve a subdivision variance at 1717 Morrow Street for a lot to be created smaller than the allowed square footage, subject to the following condition:

I. The Certified Survey Map submitted to create these lots must reflect the dimensions as proposed in the application.

BACKGROUND

Aldersperson/District: Ald. Craig Stevens / District 5

Reason for Request: To reconfigure existing lots to reflect on-the-ground practices and a lot expansion.

Comprehensive Plan: The 2022 Smart Growth Comprehensive Plan recommends Light and General Industry uses for this area.

Analysis: The Plan Commission and City Council have the authority to approve variations to the specific requirements of the Subdivision and Platting Ordinance. See the code language below:

14-215. Modifications of Regulations: When the Plan Commission and Common Council find that extraordinary hardship or injustice will result from strict compliance with this ordinance, the terms may vary to the extent deemed necessary and proper to grant relief, provided that the modification meets the following standards:

- a. The modification is due to physical features of the site or its location.
- b. The modification is the least deviation from this ordinance, which will mitigate the hardship.
- c. The modification is not detrimental to the public interest and is in keeping with the general spirit and intent of this ordinance.
- d. Modifications may also be granted for a complete community or neighborhood unit that provides adequate public spaces and improvement for the circulation, recreation, light, air, and service needs when fully developed and populated.
- e. The requirement of filing and recording the plat or survey shall not be waived.
- f. Any modification thus granted shall be entered in the minutes of the Council, along with the reasons, which, in the opinion of the Council, justified the modification.

The existing parcel is zoned General Industry (GI) and is 1.607 acres. If this applicant is approved, a CSM will be submitted to divide the parcel into 1 Lot and 1 Outlot (see attached). The Outlot will eventually be attached to adjoining parcel 21-1202-3. This Outlot area is already being used by said adjoining parcel. Proposed Lot 1 has an existing structure that is not used by the property owner. With an offer to purchase the structure, the owner would like to retain the Outlot area and create a new lot for the sale of the structure. This land division will not change how the property functions today and will serve the clean-up ownership areas and create more accessible lots.

Proposed Lot 1 will be 14,355 sq. ft. The minimum in the GI district is 20,000 sq. ft. Staff believes this proposed CSM will meet the intent of the code, is the least deviation from the ordinance and will not be

detrimental to public interest.

RECOMMENDATION

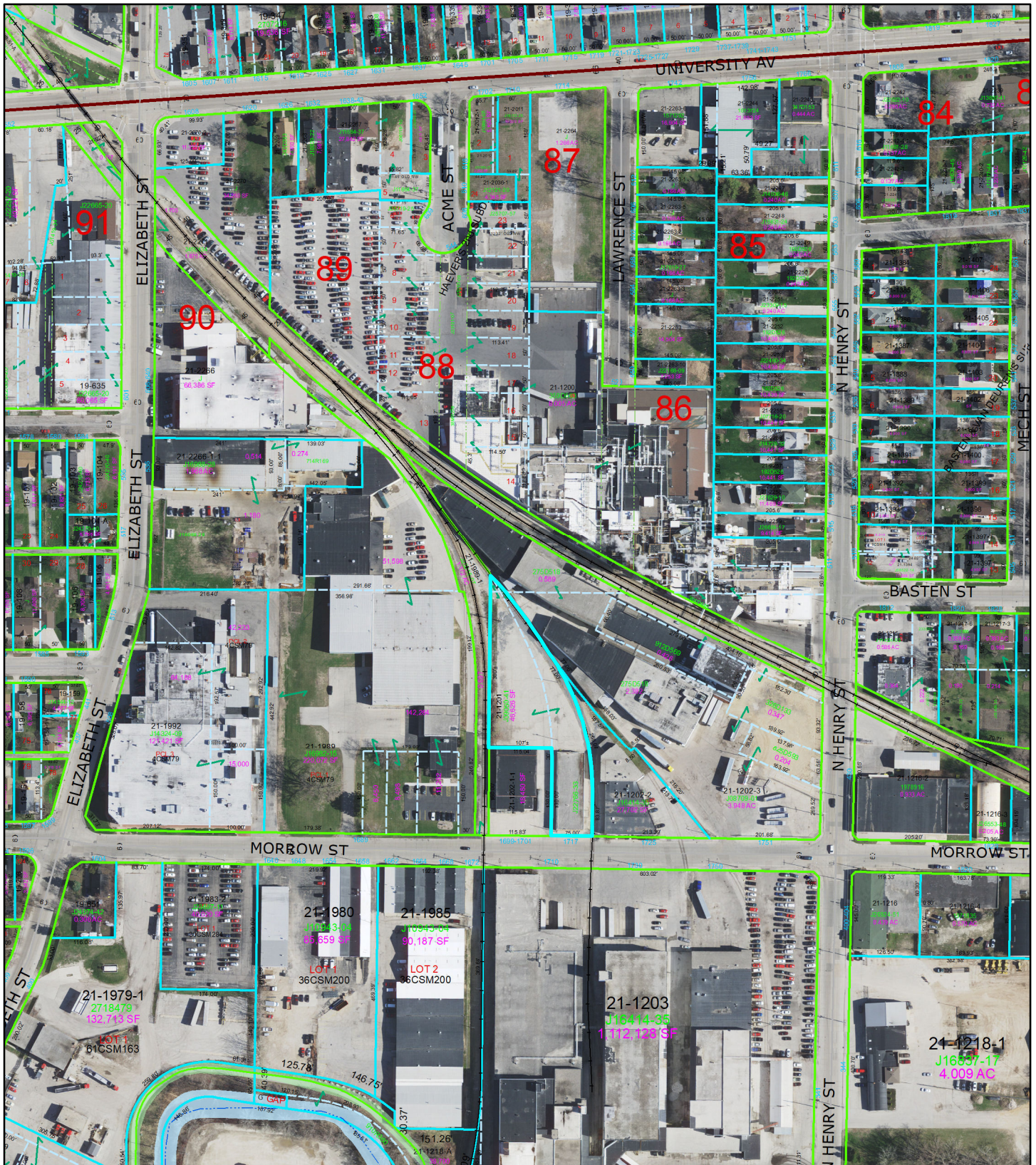
Approval of the request, with the following condition:

1. The Certified Survey Map submitted to create these lots must reflect the dimensions as proposed in the application.

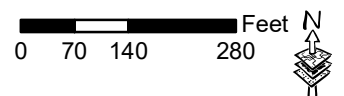
FISCAL IMPACT

ATTACHMENTS

1. VR 18-03, Map
2. VR 18-03, CSM Exhibit
3. VR 18-03, Applicant Narrative



VR 18-03, 1717 Morrow Street



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20 Nov 2018 X:\Planning\City\DATA_GIS\CityActions\Variance_csm\VR 18-mxd

 Subject Property

EXHIBIT "A"

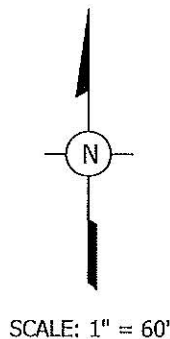
NEWBERRY ADDITION

SUBD. No. 1

DESCRIPTION:

Part of the Northeast 1/4 of the Southwest 1/4, and part of Lot 87, NEWBERRY ADDITION
SUBD. No. 1, Section 32, T24N, R21E, City of Green Bay, Brown County, Wisconsin.

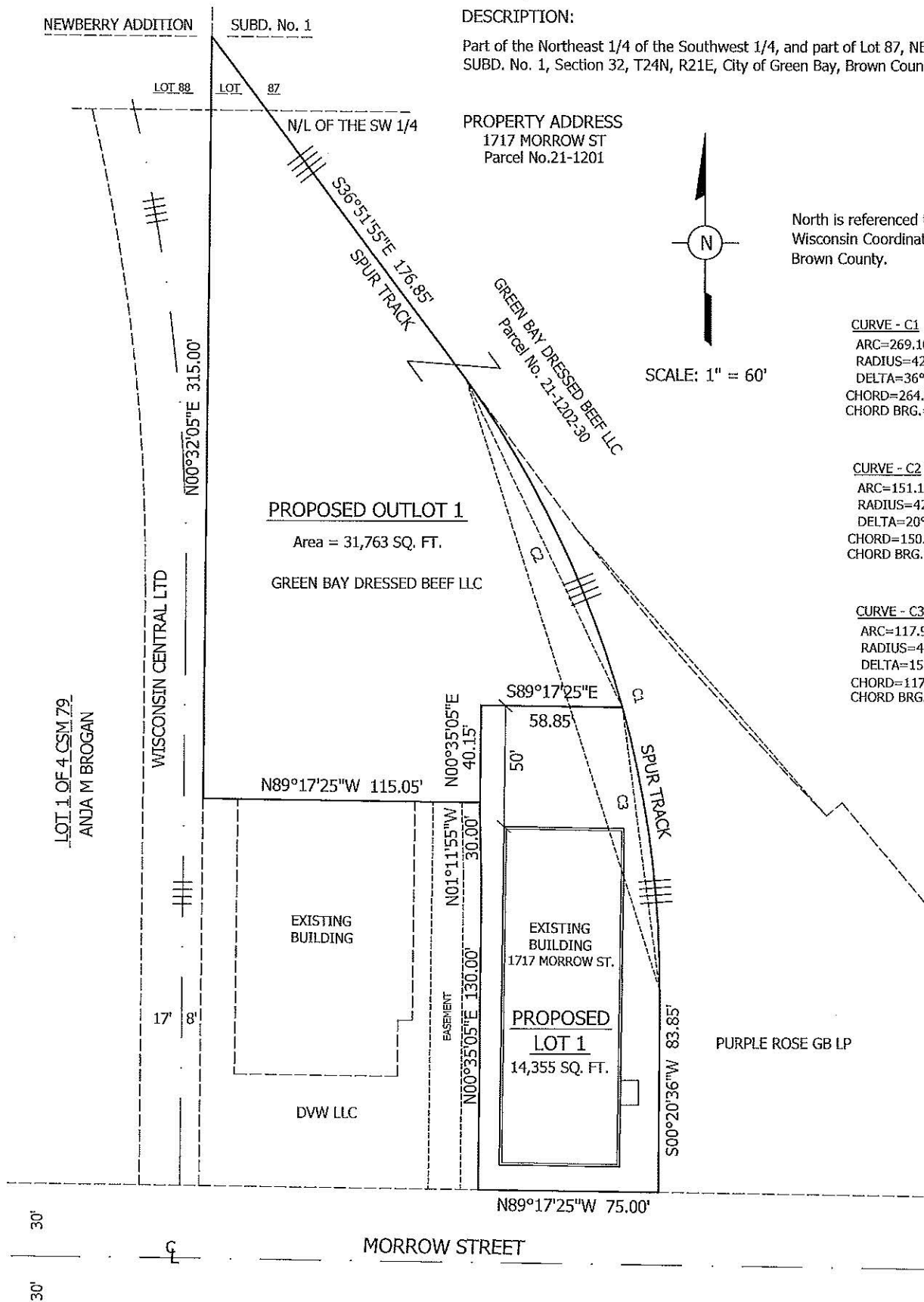
PROPERTY ADDRESS
1717 MORROW ST
Parcel No. 21-1201



CURVE - C1
ARC=269.10'
RADIUS=425.40'
DELTA=36°14'31"
CHORD=264.60'
CHORD BRG.=S17°46'42"E

CURVE - C2
ARC=151.15'
RADIUS=425.40'
DELTA=20°21'37"
CHORD=150.35'
CHORD BRG.=S25°43'09"E

CURVE - C3
ARC=117.90'
RADIUS=425.40'
DELTA=15°52'54.5"
CHORD=117.55'
CHORD BRG.=S07°35'54"E



HARRIS
& ASSOCIATES, INC.
CONSULTING ENGINEERS
AND LAND SURVEYORS

2718 NORTH MEADE ST.
APPLETON, WI 54911
TEL: (920) 733-8377
FAX: (920) 733-4731
www.harrisinc.net

DWG NO. AS-9780

Burden of Proof

1. Unnecessary Hardship.

Applicant/Owner owns significant real estate in proximity to 1717 Morrow Street, i.e. 510 North Henry Street (Parcel 21-1394); 443 North Henry Street (Parcel 21-1202-3); and 1812 Basten Street (Parcel 21-1215); all of the foregoing constituting a part of the Applicant's "business operations". A survey drawing is attached for informational purposes. The building situated at 1717 Morrow is not currently used by Applicant in its business operations. It has been leased to a third party for storage. Applicant has received an offer for the purchase of and intends to convey the building to a third party buyer who currently operates a small commercial business machining gears and small parts for the paper industry currently situated on Lawrence Street. The parking demands of the new owner do not require the entire parcel. Owner uses, and intends to continue using, the rest of the property for its business. The intended transferee intends to only use the building and minimal land area to the north of the building (see attached survey sketch identifying proposed Lot 1). Applicant wishes to proceed with this transfer of property provided Applicant can retain sufficient land area (identified as proposed Outlot 1 on the attached survey sketch) needed for its business operations; specifically, trailer storage and transfer on a daily basis. It is unlikely that this building (and proposed Lot 1) would be put to any better use than to convey it to the current interested buyer.

2. Unique Property Limitation.

The topography of the proposed Lot 1 and Outlot 1 creates a natural boundary between the Applicant's business operations and the building at 1717 Morrow. The interested buyer is not interested in purchasing more land than what is depicted as proposed Lot 1, and Applicant requires all of the square footage depicted in proposed Outlot 1 in order to have sufficient area for its trailer storage and transfer included in its business operations.

3. Protection of Public Interest.

The granting of the requested variance would not harm the public interest – Applicant's business operations will remain as currently operated by Applicant. The proposed Outlot 1 will provide a secluded and secure storage area for Applicant's trailers. The transferee of proposed Lot 1 intends to use 1717 Morrow for its business known as "Green Bay Gear Works", which machines gears and small parts for the paper industry.



Report to the Green Bay Plan Commission

MEETING DATE

December 4, 2018

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # O.4.

To approve a subdivision variance on Burns Avenue (Parcel 6-153-E-1) for three lots to be created smaller than the allowed street frontage.

BACKGROUND

Aldersperson/District: Ald. John Vander Leest/ District 11

Reason for Request: To create new lots for residential construction

Comprehensive Plan: The 2022 Smart Growth Comprehensive Plan recommends Low Density Residential uses for this area.

Analysis: The Plan Commission and City Council have the authority to approve variations to the specific requirements of the Subdivision and Platting Ordinance. See the code language below:

14-215. Modifications of Regulations: When the Plan Commission and Common Council find that extraordinary hardship or injustice will result from strict compliance with this ordinance, the terms may vary to the extent deemed necessary and proper to grant relief, provided that the modification meets the following standards:

- a. The modification is due to physical features of the site or its location.
- b. The modification is the least deviation from this ordinance, which will mitigate the hardship.
- c. The modification is not detrimental to the public interest and is in keeping with the general spirit and intent of this ordinance.
- d. Modifications may also be granted for a complete community or neighborhood unit that provides adequate public spaces and improvement for the circulation, recreation, light, air, and service needs when fully developed and populated.
- e. The requirement of filing and recording the plat or survey shall not be waived.
- f. Any modification thus granted shall be entered in the minutes of the Council, along with the reasons, which, in the opinion of the Council, justified the modification.

The existing lot is zoned Low Density Residential (R1) and is 0.57 acres. If this request is approved, a CSM would be submitted to create three (3) new lots. Per code, a minimum of 7,500 square feet of area is required, as well as 75-feet of frontage. As proposed, each new lot would be 8,280 square feet and 69-feet is width. A variance is required for lot frontage.

An average of frontages within 300-feet of the subject property (excluding corner and cul-de-sac lots) gives an average frontage of 78.89-feet. The majority of lots are 80-feet, with a small amount of lots not meeting the existing frontage requirements. While the variance request is only for a decrease in frontage in the amount of 6-feet, Staff finds no hardship to support this request. There are no physical/site features that would interfere with strict compliance of the code. Financial gain or constraints are not considered a hardship.

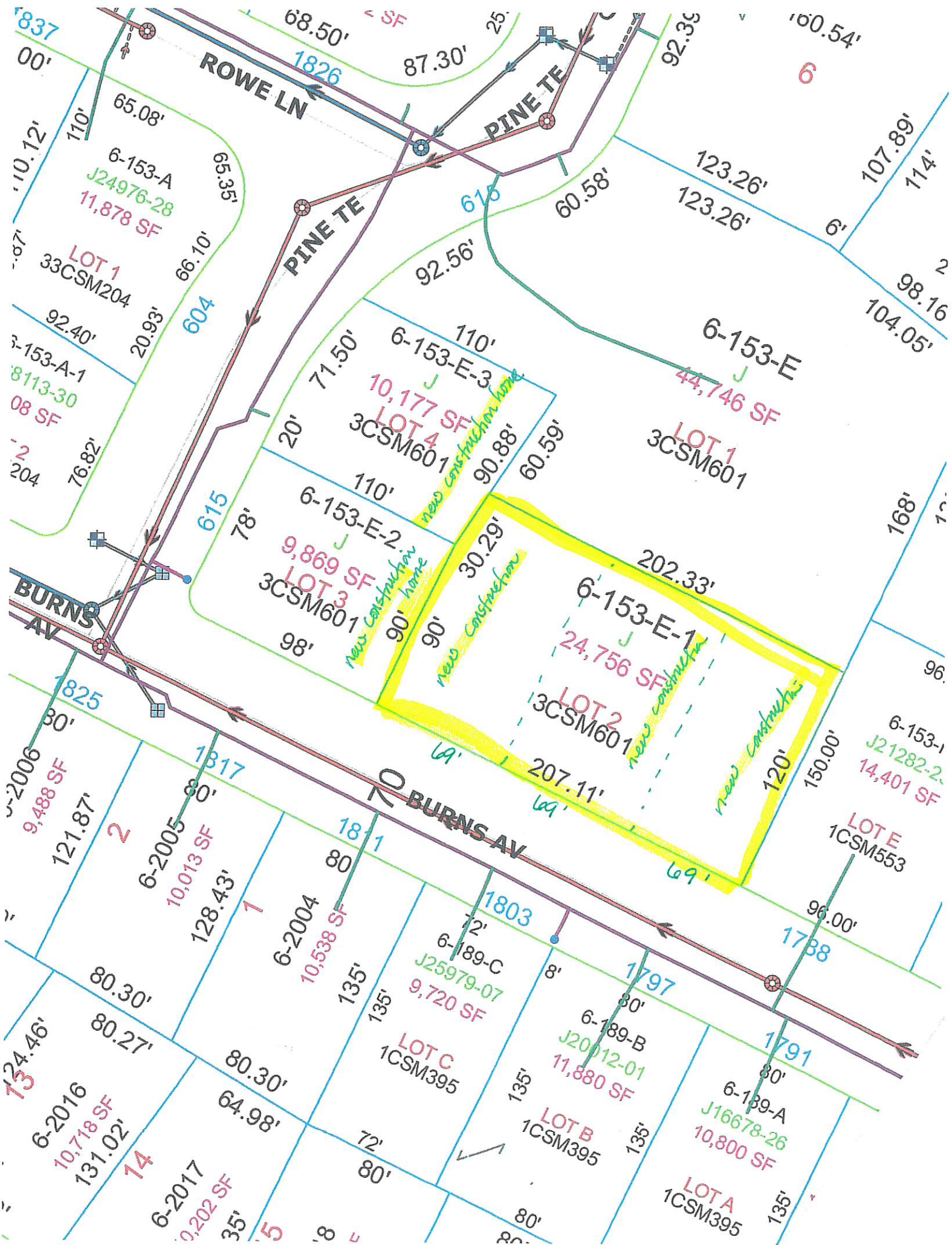
RECOMMENDATION

Denial of request.

FISCAL IMPACT

ATTACHMENTS

1. VR 18-04, Proposed Lots
2. VR 18-04, Applicant Narrative
3. VR 18-04 Map



Action Description for Parcel # 6-153-E-1

This lot is currently 207.11' X 120' (0.566 acres).

I am requesting to split this lot into three different parcels of **69'x120'** each.

The surround lots vary anywhere from smaller than 69' wide and up. One lot immediately across from said lot is 72' wide.

My plan is to put up a few, brand new, quality new construction homes, price range from \$230,000 to \$260,000, approx.. 1400 sqft and up, 3 bedrms 2 baths, 2 stall attached garage, on these parcels.

Many of the neighbors were concerned about what will become of this particular corner. I spoke and discuss with a few of the neighbors and they are excited and welcome my plan to put up these single family new construction homes in these lots.

These new construction homes will increase the neighbor's curb appeal, value and more.

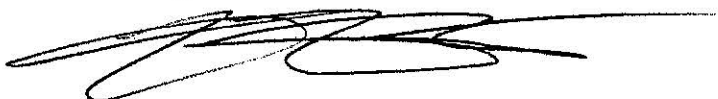
The neighbors will be very happy.

Therefore, I am requesting to split said parcel to three different parcels of 69'x120' each.

I am confident that this will be a win win plan for everyone.

Thank you for your consideration.

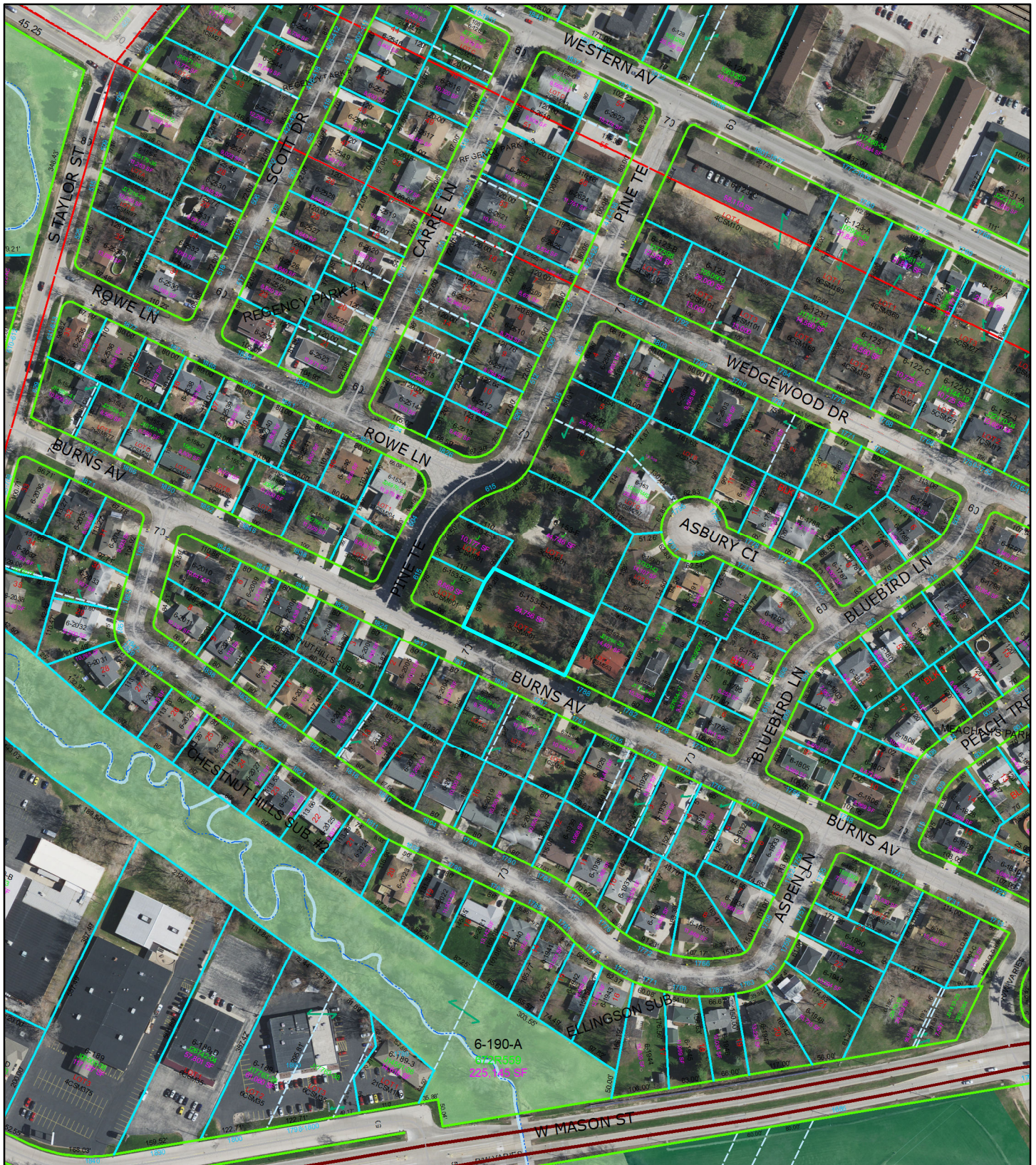
Sincerely,



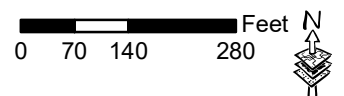
Xia Moua

Jongma Homes LLC

920-606-2518



VR 18-04, Burns Avenue (6-153-E-1)



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 11.20.18 20 Nov 2018 X:\Planning\City\DATA_GIS\CityActions\Variance_csm\VR 18-mxd

 Subject Property



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # P.I.

To receive and place on file the quarterly purchasing report for purchases between \$10,000 and \$25,000.

To discontinue receiving the quarterly purchasing reports for purchases between \$10,000 and \$25,000.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Quarterly Report July-Sept 2018

Quarterly Report of the Purchasing Manager
July-August-September 2018
Purchases >\$10K - <\$25K

FINANCE COMMITTEE			
DESCRIPTION	AWARDED VENDOR	RESPONSES	\$ AMOUNT
GBMFD UTV Gravely w/ Kintex Slide-in Module for Medlite Transport Cot	Ambrosius Sales	3	\$19,200
FINANCE Arbitrage Services 1 Year Contract	Willdan Financial Services	7	\$24,750
GBMPD Animal Control Transport Slide in Unit	American Aluminum Accessories	1	\$12,600
GBMFD Fire Fighting Equipment	Darley	8	\$21,918
I & S COMMITTEE			
DESCRIPTION	AWARDED VENDOR	RESPONSES	\$ AMOUNT
SCADA Radio System Replacement	TCIC, Inc	Sole Source	\$18,759
Sump Pumps - Flygt Equip	Xylem Water Solutions	Single Source	\$15,654
Building Materials - 240 S Broadway	Foundation Building Materials	5	\$12,813
DPW Street Light Pole/Base Replacements	Bodart Electric	2	\$20,400
PARK COMMITTEE			
DESCRIPTION	AWARDED VENDOR	RESPONSES	\$ AMOUNT
Boom Lift 50' - Used	Sunbelt	3	\$24,500
Parts, Yo-Yo Ride Repairs	Chance Rides	Single Source	\$22,530
PARKS Lawn Mower 60" Zero Turn	Service Motors	7	\$12,900



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # P.2.

To accept the grant from State of Wisconsin Emergency Management Agency for \$62,034, and approve the purchase of Area Rae Pro Rapid Deployment kit and Dose Rae Pro contingent on State of Wisconsin agreement to reimburse the City.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. STATE OF WI EMERGENCY MANAGEMENT AGENCY



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: Fire

DATE: 11/9/2018

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Fire/Chief Litton

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: State of Wisconsin/Emergency Management Agency

AMOUNT OF GRANT REQUEST: \$62,034

LOCAL MATCH REQUIREMENT: \$0

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

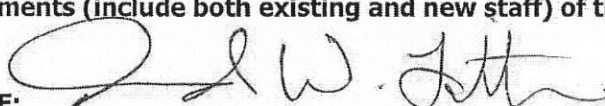
TIMEFRAME OF GRANT: 11/9/2018 through 12/31/2018

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

PURPOSE OF GRANT (summary): Purchase one (1) RAE Rapid Deployment Kit and one (1) Dose Rae Pro. Green Bay Metro Fire Department serves at the Hazardous Material Team for Northeast Wisconsin as part of the State Deployment. The State Legislature included funding for the State's Haz Mat Response Teams as part of the current budget to replace old equipment or to expand the capability of the various teams. The grant is managed by Wisconsin Emergency Management but the allocations of equipment was decided through the Wisconsin State Fire Chief's Association. These devices are used to detect and track toxic and radioactive substances over a large area.

How does the grant meet City/Department needs? Will be used extensively for special events and any known hazardous materials accidental release and/or radioactive release.

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

DEPARTMENT HEAD SIGNATURE: 

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: \$ _____

CFDA/STATE ID #: _____

LOCAL MATCH REQUIREMENT: \$ _____

Please describe the source of match, if applicable: _____

Please describe any major changes in proposed grant-funded activities: _____

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

FC = Finance Committee

State Equipment Financial Breakdown (10/4/18)

Raman and FTIR

Milwaukee (Raman): \$60,396.66 with a 1 year warranty

\$75,134.69 with a 5 year warranty

Wausau/Oneida (Gemini Raman and FTIR): \$95,245.00 with a 1 year warranty

\$127,678.39 with a 5 year warranty

Racine (FTIR): \$52,473.55 with a 1 year warranty

\$67,465.99 with a 5 year warranty

Total: \$208,115.10 with a 1 year warranty

\$270,279.07 with a 5 year warranty

*****All quotes for Raman and FTIR provided by Fisher Scientific

Area Rae Pro Rapid Deployment Kits (RDK)

Superior

Racine

Wausau/Oneida

Green Bay

\$61,522.00 for the Area Rae Pro

\$6,897.00 for the Host Controller Kit (optional, but encouraged)

Total: \$246,088.00 for just Area Rae Pro

\$273,676 for Area Rae Pro with Host Controller Kit (preferred)

*****All quotes for Area Rae Rapid Deployment Kit (RDK) and Host Controller provided by Clarey's Safety Equipment, Inc.

FLIR Identifinder (NanoRaider)

Rice Lake

Marinette

Rock County (Janesville)

\$10,533.60

Total: 31,600.80

*****All quotes for FLIR Identifinder provided by Clarey's Safety Equipment, Inc.

Dose Rae Pro (Individual/Personal Radiation Dose Detectors)

All Teams (19)

\$512.00

Total: \$9,728.00

*****All quotes for Dose Rae Pro provided by Clarey's Safety Equipment, Inc.

Ludlum 14C

Wisconsin Rapids: \$864.00

Total: \$864.00

*****All quotes for Ludlum 14C provided by Ludlum Instruments (Sweetwater, TX).



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # P.4.

To receive and place on file the Report of the Claims Committee.

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Claims Committee Rpt October 2018 CONFIDENTIAL



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # Q.I.

To approve the request by the Packerland Pickleball Players to collect \$10,000 in pledges towards the cost of installing dedicated pickleball courts at Edison Park contingent upon Council authorization to bond for the balance of the project in the spring of 2019.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Pickleball in Green Bay PP Proposal



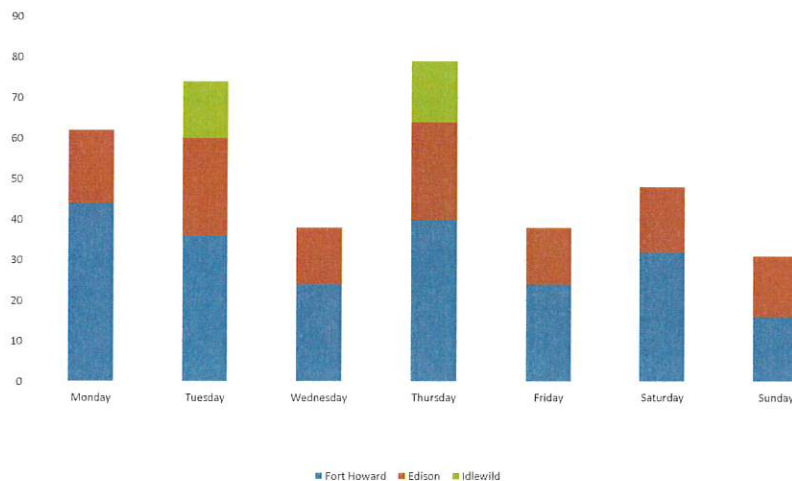
Pickleball in Green Bay

Proposal for Dedicated Pickleball Courts

Packerland Pickleball Players

- Pickleball in Green Bay began over 12 years ago
 - Started with 4-5 individuals playing once or twice a week at one site—Edison
- **PPP** started 5 years ago in the Green Bay area
 - Has expanded to 40-75 players playing daily outdoors at parks in Green Bay, Allouez, Ashwaubenon and Howard/Suamico.
 - 50 scheduled outdoor play times per week in the Green Bay area during the summer
- Largest growth in play time is on dedicated pickleball courts in Ashwaubenon
- **Packerland Pickleball Players** has over 300 players on its email list!

Average # of Summer Pickleball Players Per Day



11/29/2018

3

Why the growth

- Can be played by all ages, genders and skill levels from a slower social type play to a highly competitive tournament player
- Scheduled play times encourage players to congregate at the courts at specific times.
- Organized tournaments bring in players from Green Bay area, neighboring cities and surrounding states
 - All past tournaments have reached maximum capacity
- Flexible Schedules provide time for working and non working players

11/29/2018

4

WHO & WHY FOLKS ARE PLAYING

- Individuals of all ages are playing (25-80 years) with $\frac{3}{4}$ of them over the age of 55.
 - Super Senior Pickleball Program has mushroomed to over 40 adults playing four times weekly
- Radical decline in the number of tennis players – at all age levels.
- Dedicated tennis courts are underutilized and now being used for pickleball with portable pickleball nets
- Pickleball is currently part of the Physical Education programs in many middle and high schools, e.g. Edison Middle School Phy Ed Department uses the courts to teach pickleball
- Current pickleball schedules encourage players to come at designated times not requiring the need to gather players

11/29/2018

5

Packerland Pickleball Players Mission

Work aggressively with Green Bay Park & Recreation Department and surrounding communities to establish dedicated pickleball courts and revenue producing programs by:

- ☐ creating playing schedules to attract recreational and competitive players,
- ☐ hosting clinics for new learners / experienced players
- ☐ promoting tournaments to attract players from Green Bay, Northeast Wisconsin and beyond.
- ☐ attracting sponsors to assist in endorsing Pickleball activities in Green Bay

11/29/2018

6

Developing a Partnership

- **Packerland Pickleball Players** and its volunteers will aggressively work with the Green Bay Park & Recreation Department to raise money for new courts and/or resurfacing existing tennis courts
- **Packerland Pickleball Players** will continue to offer clinics, create playing schedules and host tournaments to attract new and maintain players of all ages and skill levels.

11/29/2018

7

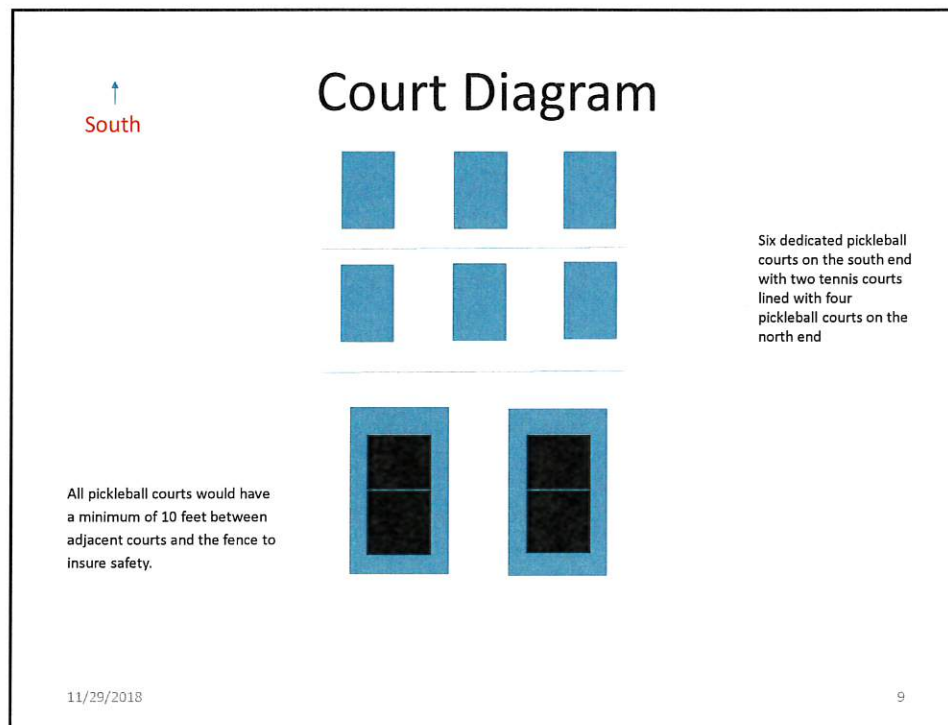
Proposal to the Green Bay Park and Recreation Department

Packerland Pickleball Players is requesting that six dedicated Pickleball courts be established on the South end of Edison Park tennis courts while lining two tennis courts with four Pickleball courts on the North end of Edison Park.

- Location provides a safety net for pickleball players while baseball is occurring
- Location has built in wind barriers from its setting and trees which yields an ideal playing sight
- Location enables Edison Middle School the opportunity to continue to use the courts for tennis and other activities as Pickleball is primarily played during non school times and hours
 - Outdoor pickleball play is from June to October

11/29/2018

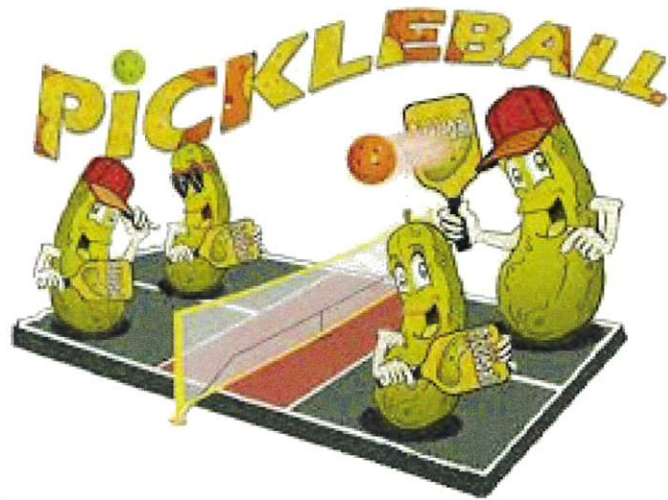
8



Funding

- **Packerland Pickleball Players**
 - \$10,000 has been pledged to cover a portion of the cost of the court redesign
 - will assist the Green Bay Park and Recreation Department by helping to write and solicit grant money to assist in funding the pickleball courts
 - will create revenue producing activities through its volunteer group by hosting pickleball tournaments and developing and running pickleball clinics

Questions



11/29/2018

11



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # Q.2.

To approve accepting a \$200,000 Fox River NRDA grant for the construction of a pier at Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bay Beach Waterfront Concept
2. 241_Acceptance Letter_2018



Bay Beach Amusement Park





FOX RIVER
GREEN BAY
*Natural Resource
Trustee Council*

Fox River/Green Bay Natural Resource Trustee Council

U.S. FISH AND WILDLIFE SERVICE
2661 Scott Tower Drive
New Franken, Wisconsin 54229-9565
Telephone 920/866-1753
FAX 920/866-1710

November 2, 2018

Daniel Ditscheit
City of Green Bay Parks Department
100 North Jefferson Street, Room 510
Green Bay WI 54301

Dear Mr. Ditscheit:

Thank you for bringing a natural resource restoration project consistent with the 2003 Joint Restoration Plan and Environmental Assessment for the Fox River and Green Bay Area (Restoration Plan) and the 2016 Updated Restoration Plan and Environmental Assessment for the Fox River and Green Bay Area (Update) to our attention. The restoration project titled "Bay Beach Public Fishing Pier (Project #241)" has been selected by the Fox River/Green Bay Natural Resource Trustee Council (Council) for implementation. The Council has agreed to allocate \$200,000 towards the proposed project.

The Council has agreed to provide funds to implement the project as presented because of the specific restoration/compensation values described. If circumstances cause any change to the project, you must forward such change or substitution proposals to the Council for review and approval. Any proposed changes or substitutions must be consistent with the Restoration Plan and Update, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and other applicable legal authorities. Please contact me to confirm that the restoration project remains as it was proposed or to update me on any project scope changes that have been necessary.

It is the policy of the Council to assure that projects funded with natural resource damage assessment and restoration settlement funds are achieving the desired goals of the Restoration Plan and Update for the Lower Fox River/Green Bay PCB site. In order to be able to respond to agency and public inquiries on this, the Council requires the submittal of annual progress reports for all selected projects. The first progress report will be due on January 31, 2020. An electronic copy of the report formats will be forwarded to you by electronic mail.

The Council requests recognition of their role in support of the restoration project listed above in all written or verbal references; an electronic copy of the council logo has been provided. Any signs or plaques of acknowledgment posted at the restoration project site should include

the Council; the Council will also supply a sign with the Trustee logo for posting at project sites if needed.

Should you have questions, or if I can be of any further assistance, please contact me at the address or telephone numbers listed above or by electronic mail at betsy_galbraith@fws.gov.

Sincerely,

A handwritten signature in black ink that reads "Betsy M. Galbraith". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Betsy M. Galbraith
Trustee Council Coordinator



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # Q.3.

To receive and place on file the request by Ald. Stevens on behalf of American Transmission Company to move their vegetation management clearing activities to span Finger Road from Eastview Drive to Pinehurst Avenue and direct staff to coordinate the planting of trees by ATC in other areas to replace the trees that will be removed in Edison Park and Street R.O.W's.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Petition and communication - Parks
2. Green Bay VM Plan (Spans 115-120)



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

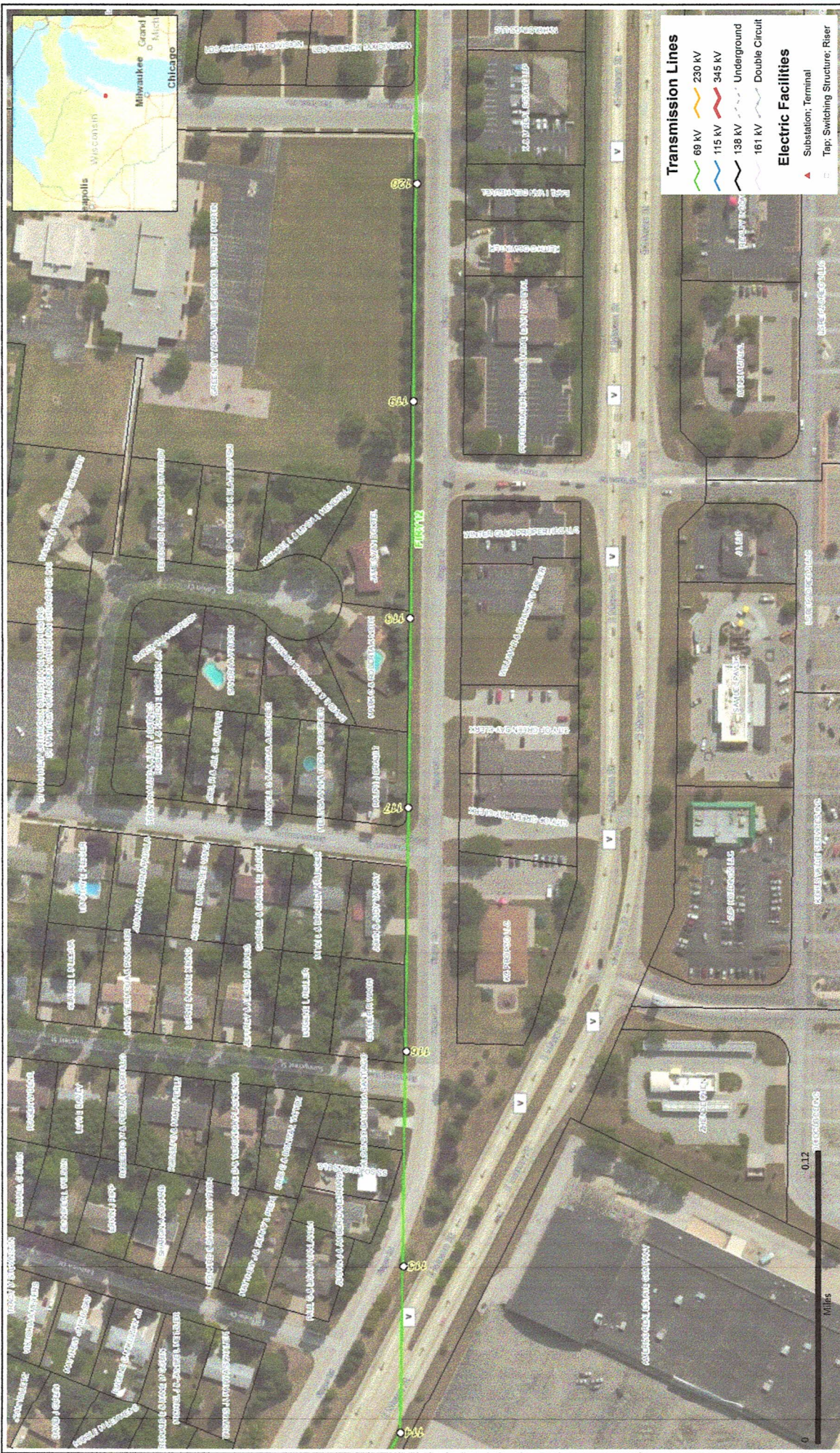
Date of Council Meeting: 11-05-2018

Request of Alderperson CRAIG STEVENS

Refer to: PARKS

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

Consideration with possible action on behalf of Ben F. Hock of American Transmission Company. ATC is rebuilding their transmission line that runs from the Finger Road Substation east to Sturgeon Bay. ATC would like to move their vegetation management clearing activities to span 115 to 120 on Finger Road as displayed on the attached aerial. Project start date would be November 19, 2018.



1: 2,257

ATC LINE FIRY12 - SPANS 115 - 120



The information contained herein is advisory and intended for reference purposes only. ATC owned and operated facilities are approx.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # R.I.

To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers. (November 13, 2018)

- a. Paralegal - Law
- b. Evidence Technician - Police
- c. Laborer (Street) - Public Works
- d. Laborer (Sanitation) - Public Works
- e. Bridgetender - Public Works
- f. Mechanic - Public Works
- g. Parking Enforcement Officer - Public Works

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 11.13.18
2. Paralegal - RTF Semenuk 10.9.18
3. Evidence Tech - S. Czarneski 9.18
4. Laborer (Street) - J. Hasenberg
5. Laborer (Sanitation) - G. Veaser 09.26.18
6. Bridgetender - K. Hollis 9-5-18
7. Mechanic - J. Drake 11.07.18
8. Parking Enf Officer - S. Tilleman 11.13.18

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Peggy Barden
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: November 9, 2018

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2019 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Paralegal – Replacement position due to the resignation of Jean Semenuk effective October 26, 2018. Salary range: \$23.77 - \$27.96/hour.
- Evidence Technician – Replacement position due to the internal transfer of Michelle Czarneski effective December 3, 2018. Salary range: \$19.57 - \$23.03/hour.
- Laborer (Street) – Replacement position due to the resignation of Gerald Hassenberg effective September 28, 2018. Salary range: \$19.57 - \$23.03/hour.
- Laborer (Sanitation) – Replacement position due to the resignation of Greg Vesser effective October 2, 2018. Salary range: \$19.57 - \$23.03/hour.
- Bridgetender – Replacement position due to the resignation of Kurt Hollis effective September 14, 2018. Salary: \$22.48/hour.
- Mechanic – Replacement position due to the resignation of Jason Drake effective November 23, 2018. Salary range: \$23.77 - \$27.96/hour.
- Parking Enforcement Officer – Replacement position due to the retirement of Shirley Tilleman effective December 7, 2018. Salary range: \$15.71 - \$18.48/hour.

Position Fill Request
Justification Report
October 9, 2018

Position Title: Paralegal

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**

Jean Semenuk has tendered her resignation to pursue an opportunity closer to where she lives, effective 10/26/18.

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.**

Yes, this position is included in the current budget. The salary range is \$23.77-\$27.96/hour.

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

The paralegal position is responsible for drafting certain legal documents, including real estate documents, resolutions, standard ordinances, public notices, and the like. In addition, the position is responsible for filing pleadings with the court and ensuring compliance with court rules, drafting standard motions, tracking litigation files both in-house and completed by outside counsel, preparing discovery, tracking contracts and ensuring all documents are fully executed, filing, investigating and tracking liability claims, assisting with the department budget, and timely paying invoices. The position requires substantial interaction with the general public and requires practical knowledge of court rules and general municipal legal principles.

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

No. However, the position is required to fulfill legal services for the City.

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

Staffing in the law department consists of 4 attorneys, 1 paralegal, and 1 legal assistant. The paralegal position requires a specific degree and skill set not shared by anyone else in the department.

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

Job duties are currently being completed by the incumbent.

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

The paralegal position's responsibilities are all key functions which ensure the law department continues to operate effectively, without which the general productivity of the law department will be reduced.

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

There are no other available methods and costs to accomplish the work.

9. Are there union issues?

N/A

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

Position Title: Evidence Technician-Police Department

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**

Michelle Czarneski is transferring to the Criminalistic Specialist position effective December 3, 2018.

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

Yes, this position is in the current budget. The salary range is \$19.57-\$23.03/hour.

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

Evidence Technicians are accountable for the preservation, safeguarding and disposition of evidence and lost and found items.

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

This position generates revenue by auction of bikes and other lost and found items. The amount of sales fluctuates.

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

The workload requires two full-time employees. With the incumbent's move to a new position, there is only one employee left to perform the work.

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

The work is currently being performed by two current Evidence Technicians until the incumbent's move on December 3, 2018.

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

The department would be unable to process, secure and dispose of evidence/lost and found items properly and in a timely manner.

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

None

9. Are there union issues?

No

10. Other supporting comments.

The Green Bay Police Department is in the process of re-locating evidence storage from the North Quincy facility to a new location on South Broadway Street. This is a large undertaking and will require the second full-time employee to assist with the move and organization of evidence in the new location. This process will be difficult for one Evidence Technician to accomplish and would take other police department employees to assist, which will take them away from their normal duties.

**Position Fill Request
Justification Report
September 18, 2018**

Position Title: Laborer – DPW Operations Division/Street Section

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

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

This position is vacant as the result of the resignation of Jerry Hasenberg, effective at the end of the business day on Friday, September 28, 2018.

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

Yes, this position is currently funded in the DPW operating budget. The current wage (Grade F) for this position ranges from \$19.57 to \$23.03 per hour (\$40,705 to \$47,902 annually).

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

Laborers perform a full range of duties including (but not limited to) operating large commercial vehicles, light vehicles, power equipment, and hand tools. They are assigned to snow removal, leaf collection, grass cutting, beam guard rail repair, roadway repair, traffic control, and other assignments necessary to complete DPW core functions.

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

This position does not generate revenue for the City. Conversely, DPW's in-house labor and equipment reduces expenses associated with contracting out for those services, and maintains institutional knowledge necessary to operate at higher efficiencies.

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

Loss of a Laborer will reduce DPW's ability to provide Street Section services in a timely manner, including snow/ice removal, leaf collection, and grass/weed cutting.

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

During periods of short staffing, duties completed normally performed by vacant positions are not completed. They are assigned to others by order of priority. If there is not adequate time to complete all jobs, then lower priority jobs are postponed or not completed.

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

DPW will always perform all of its core services due to safety-critical and customer service responsibilities of its business. However, a reduction in staffing will result in a lower level of service to residents.

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

DPW must comply with State and local laws, ordinances, policies, and rules for care of public infrastructure. The frequency of certain activities cannot be reduced. Loss of Laborers affects the volume of work that can be completed on regular time. One alternative would be working overtime to maintain required services. Another alternative is outsourcing of services. However, both of those alternatives are more costly than merely filling the vacancy.

9. Are there union issues?

No.

10. Other supporting comments.

None.

**Position Fill Request
Justification Report
September 26, 2018**

Position Title: Laborer – DPW Operations Division/Sanitation Section

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

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

This position is vacant as a result of the resignation of Sanitation Section Laborer Greg Veese, effective at the end of the work day on September 26, 2018.

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

Yes, this position is currently funded in the DPW operating budget. The current salary range for a DPW-Operations Division Laborer (Pay Grade F) is \$19.57 to \$23.03 per hour (\$40,705 to \$47,902 annually).

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

Sanitation Section Laborers perform duties including, but not limited to, driving trucks, chipping and hauling brush, collecting bulk waste, operating various pieces of equipment, plowing snow, daily equipment maintenance, and other labor assignments necessary for DPW to perform its core functions.

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

This position does not generate revenue for the City. But the use of in-house labor and equipment reduces the need to contract services provided by DPW employees. A complete Sanitation Section roster is very important to the health and well-being of the community.

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

Loss of a Sanitation Section Laborer represents a reduction in DPW's ability to provide City services in a timely manner, including snow plowing, curbside yard and garden waste collection, brush chipping, trash and recycling collection, etcetera.

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

Duties associated with any vacant position are assigned to other Operations Division employees. When there is a lack of personnel, assignments are prioritized. Unassigned tasks are postponed or end up not being completed.

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

DPW cannot reduce or eliminate its core services. However, a reduction in staff will result in a lower level of service to residents, which will increase the amount of time required to complete those services.

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

Reducing the level of services provided to City residents, working overtime to maintain the expected level of service, or outsourcing of services.

9. Are there union issues?

No.

10. Other supporting comments.

None.

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

Position Title: Sewer/Bridge Section – Bridgetender

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

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

DPW is seeking replacement of one (1) vacancy due to the resignation of Kurt Hollis effective September 14, 2018.

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

Yes, this position is currently funded in the DPW-Operations Division budget. The current base salary for a Bridgetender is \$22.48/hour, based on the shipping season schedule from April 1 to December 1 of each year. The City receives reimbursement from the Wisconsin Department of Transportation (WisDOT) for 100% of operational costs associated with the Mason and Walnut Street Bridges. The City receives up to 100% of operational costs associated with the Main Street Bridge, depending on funding left over in the State's bridge operations fund.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Are there union issues?

No.

10. Other supporting comments.

None.

**Position Fill Request
Justification Report
November 7, 2018**

Position Title: Mechanic – DPW Operations Division/Motor Equipment Section

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

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

This position will be vacant as a result of the resignation of first shift Mechanic, Jason Drake, effective at the end of the work day on Friday, November 23, 2018.

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

Yes, this position is currently funded in the DPW-Operations Division operating budget. The current base wage for a Mechanic is \$23.77/hour to \$27.96/hour (\$49,441 to \$58,156 annually).

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

DPW Mechanics maintain and repair all DPW vehicles and equipment; as well as Parking Division, Planning Division, and Mayor's Office vehicles. Mechanics also assist other departments with vehicle and equipment repairs when requested.

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

This position does not generate revenue for the City. However, the use of in-house labor and equipment reduces the need to contract these services out to a private vendor

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

DPW has thirteen (13) Mechanics in its table of organization. Any Mechanic vacancy adds workload to other Motor Equipment Section staff, which reduces the ability of the section to maintain DPW's preventative maintenance and repair programs at the necessary level. Insufficient Mechanic staffing contributes to extended vehicle and equipment down time. DPW cannot maintain all repair requests at all times with a short staff. Replacement of the Mechanic vacancy is necessary.

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

Duties associated with any vacant position are assigned to other employees. If there is a lack of personnel, then assignments are prioritized. Unassigned duties are postponed, not completed, or overtime expenditures are required to complete necessary repairs.

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

DPW cannot reduce or eliminate core services. Motor Equipment Section operates as an internal City service agency for DPW, and other departments. Its clients are DPW, Mason Manor, Inspection Department, Mayor's Office, Parking Division, and Police/Fire Departments when requested. If Mechanic positions are eliminated, DPW would first reduce or eliminate services provided to other departments. DPW must maintain its own fleet first.

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

The alternative to not filling Mechanic vacancies is expenditure of overtime to keep up with workload demand. Using overtime could reduce cost to the City in the short run by not having to cover fringe benefits of eliminated Mechanic positions. However, regular overtime assignments lead to burnout, low morale, increased worker compensation injuries, and increased absenteeism. Another alternative to eliminating Mechanic positions is privatization.

9. Are there union issues?

No.

10. Other supporting comments.

None.

Position Justification Form

November 9, 2018

Position Title: Parking Enforcement Officer (PEO) – DPW Parking Division

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

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

Shirley Tilleman is retiring from City service at the end of her regularly scheduled work shift on Friday, December 7, 2018

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

This position is funded in the Parking Division's operating budget. Salary range: \$15.71 - \$18.48 per hour (\$32,677 to \$38,438 per year) plus the ability to earn performance raises after rising to the highest pay step.

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

Parking Division provides well over 90% of the City's parking enforcement services. The remaining parking enforcement activity is provided by the Police Department as they can spare time. There are five (5) Parking Division Enforcement Attendants for the entire City, and enforcement occurs Monday through Saturday.

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

Enforcement Attendants generate parking citation revenue, which allows Parking Division to operate without funding from the City tax levy.

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

Without all PEO's on staff, certain parking enforcement shifts will not be filled. This will result in less order and control of the City's public parking system. It will also result in lower Parking Division revenue. If Parking Division cannot support itself through revenue it generates, then it may need to depend on tax levy revenue.

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

Without Parking Enforcement Officers, there is basically no parking enforcement activity in the City of Green Bay. The Police Department can perform parking enforcement, but they have higher priority issues to address.

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

Parking Division would operate at a lower level of parking enforcement for the City, and generate less revenue as a result.

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

Privatization or little to no parking enforcement.

9. Are there union issues?

No.

10. Other supporting comments.

The City attempted to privatize its parking operation in 1998, and was met with significant resistance. After seeing what occurred with privatization of the City of Chicago parking system, Green Bay is not interested in dealing with the increased costs and problems of a privatized public parking system, especially given the fact that the current system is functioning well.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # R.2.

To approve the request to fill Patrol Officer and Fire Fighter vacancies in 2019 that were approved as part of the budget. (November 13, 2018)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2019 Police and Fire Vacancies

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Jennifer Smits, PHR, SHRM-CP
Human Resources Generalist

Re: Request to fill Patrol Officer and Fire Fighter vacancies in 2019 that were approved as part of the budget.

Date: November 13, 2018

The Police Department and Fire Department are requesting authorization to fill Patrol Officer and Fire Fighter vacancies in 2019 that were approved as part of the budget.

This request is being made to maintain consistent staffing levels and to limit overtime. When vacancies occur in Patrol Officer or Fire Fighter positions, other Patrol Officers and Fire Fighters are required to staff these vacancies on overtime until the vacancy is filled. Granting approval to fill these vacancies at this time will allow the Human Resources Department to expedite the process as vacancies occur, so that overtime, as a result of vacancies, can be kept to a minimum.

c: Fire Chief David Litton
Police Chief Andrew Smith



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # R.3.

To approve the request for out of state travel for Fleet Manager and (2) Equipment Operators to travel to EZ-Liner Industries in Orange City, Iowa in late November or early December for pre-delivery inspection of pavement marking machine at no cost to the City for room, board or transportation. (November 13, 2018)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Out of State Travel Request - DPW Mechanics

OUT OF STATE TRAVEL REQUEST

Date Request Submitted	November 8, 2018
Requesting Department	Public Works
Employee(s) Requesting Travel	Nathan Wachtendonk (Fleet Manager), Mike Herlache (Equipment Operator) and Brian Teresinski (Equipment Operator)
Date(s) of Travel	Late-November/Early-December 2018 (date dependent on vehicle build schedule)
Location of Out of State Travel	Orange City, IA
Purpose of Travel – Name of Conference or Training	Travel to EZ-Liner Industries manufacturing plant for pre-delivery inspection of new long-line pavement marking machine
Costs Transportation Room and Board Conference and/or Training Fee Total Cost	Costs for transportation and hotel will be covered by EZ-Liner, per terms of the vehicle specification documents. Costs to be covered as follows: • EZ-Liner – Travel, lodging, and meals • City – Wages for the three (3) employees
Will Employee Incur Overtime or Comp Time	No
Funding	All costs other than wages will be covered by EZ-Liner Industries
Additional Information	The three (3) employees noted above will travel to EZ-Liner Industries in Orange City, IA by air. Depending on flight times, they will be on-site for either one (1) or two (2) overnight stays. When on-site, they will go through the machine specifications in detail and compare them to the physical layout of the paint machine. It is very important that the (2) Equipment Operators attend the pre-delivery inspection process as they were very much involved in the preliminary research and the specification development of the new paint machine because of their expertise in operating this type of equipment. This visit and process is necessary to assure that the unit meets DPW specification before final assembly and delivery to Green Bay. All transportation and hotel costs associated with this trip will be covered by EZ-Liner Industries. These costs are included in the previously approved bid price for the paint unit.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # R.5.

Informational Only: The SWAT Team Minimum Call-In grievance is denied. (November 13, 2018)

The Committee may convene in closed session pursuant to § 19.85(1)(a), Wis. Stats., for the purpose of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body. The Committee may, thereafter, reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report any actions taken during closed session and to consider all other matters on the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Police Department Letter to Personnel Committee
2. Union Step 3 Grievance Documents



Department of Police

Andrew Smith
Chief of Police

November 6, 2018

Personnel Committee
City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Step 3 – Police Department Grievance Response (Minimum Call-in Time)

Dear Personnel Committee,

The Green Bay Professional Police Association (GBPPA) has filed a grievance with the Personnel Committee requesting that the SWAT Team members be given minimum call-in time to leave SWAT Team training at the Green Bay Police Department to execute a search warrant for a suspect. The City of Green Bay Police Department asks the Personnel Committee to deny the GBPPA's grievance.

SWAT Team members were present at the police department on June 18, 2018 from 2:45 to 7:00pm for training that had been scheduled several months in advance. At 5:30pm the SWAT Team members in training were redirected to execute a search warrant for a wanted suspect from Michigan. The SWAT Team members returned from serving the warrant and all of the SWAT Team members were out of their gear and finished by 7:00pm. In addition, 6.4 of the current bargaining agreement states as follows:

6.4 MINIMUM CALL-IN TIME. Employees shall be compensated for a minimum of 3-hours for any call-in time worked on a scheduled work day, a day on which an officer works a full 8½-hour work day pursuant to posted shift overtime, or for a call-in while an officer is attending either a voluntary school or in-service training (an officer receiving call-in pay on a day attending school shall still be entitled to compensatory time as if no call-in occurred if the officer successfully completes the school in question, and if the school is not successfully completed, shall receive compensatory time for those hours in attendance). The department may engage police officers in police business on site during in-service training without paying call-in, provided such shall



TITLETOWN USA

Department of Police

Andrew Smith
Chief of Police

not jeopardize the officer receiving full credit for the class interrupted. Employees shall be compensated for a minimum of 6-hours for any call-in time on a day off or scheduled vacation. This call-in time shall be compensated at the base rate of pay.

The dispute is whether the SWAT Team should be given minimum call-in time for the deployment of the execution of the warrant when the SWAT Team members were already present at the police department attending previously scheduled SWAT Team training. The Police Department argues that no minimum call-in time should be afforded to the SWAT Team members.

First, minimum call-in time is meant to pay individuals who are *inconvenienced* for having to come in to the station and provide police work. There is no inconvenience to ask a SWAT Team member to execute a search warrant when the SWAT Team member is already present at the police department and in full SWAT gear. Second, there are no exceptions or language in the contract that allows minimum call-in time for SWAT Team members who are asked to serve a warrant during a scheduled training session. Lastly, all of the officers were appropriately compensated for the time at training and serving the warrant. The officers' compensation varied based on whether the officer was on his or her regular shift during the time of the training, how many hours the officer was in attendance at the training, and based on the number of hours each officer had accumulated within the FLSA period. Overall, the minimum call-in provision of the contract does not apply to this situation and the SWAT Team members were appropriately compensated for the training and deployment.

Furthermore, please see the attached Step 1 and Step 2 responses from the City that further outlines the rationale for denying this grievance.

In closing, the City respectfully asks that the Personnel Committee decide this matter on the submissions of the parties as there is no dispute to material facts and deny this matter because there is no contract violation for not giving the SWAT Team members call-in time for the deployment to execute the search warrant.

Respectfully submitted,

307 South Adams Street ☐ Green Bay, WI. 54301-4582 ☐ 920 448 3200 ☐ Fax 920 448 3248 ☐ Emergency 9-1-1

World Wide Web <http://www.ci.green-bay.wi.us/>



Department of Police

Andrew J. Smith
Chief of Police

Grievance #2018-005 – Chief's response:

Grievance:

SWAT team was attending training on June 18, 2018 from 14:45 to 19:00. During this time frame a SWAT call was initiated to execute a warrant for a wanted individual from Michigan. The time of the initiation was 17:30 and the warrant was concluded at 18:30. SWAT team members want call in pay for the time spent on the warrant as they believe that the danger level is higher executing a warrant versus training. SWAT team members on their off time want to be compensated at one and half times pay for the time spent executing the warrant and gearing down which concluded at 19:00.

The Union believes that this grievance falls under past practice as SWAT may have been paid call in time for search warrants that occurred during prior training. The Administration will argue that circumstances have changed relating to how payback time is administrated and compensated.

Administration Response:

The Union's belief that payback time does not equate to pay for the officers is flawed as the union does not take into consideration the new payback rules. Payback is a comp time bank that is paid in cash to officers if they have 100 hours of accumulated time in their "payback" bank. Seven officers were compensated at their regular rate of pay for all the training they attended including the SWAT warrant because they are at the maximum 100 hours in their bank. One officer received time and one half because he had over 171 hours in the FLSA period that ended July 7, 2018 and was at the maximum hours in his bank. These officers were similarly situated as the officers that were attending SWAT training on their regular duty time and only received their regular pay for the SWAT call. The remaining five officers had time added to their payback bank.

The Union argues that this is fiscally "de Minimis" to the City and that the probability of this situation happening again is statistically improbable. The counter argument to this is that the officers were compensated and if this was statistically improbable then there would not be a past practice claim by the union. The Union also fails to take into account the changes to the search warrant policy whereas SWAT is to be utilized where forced entry is to be made.

The union argues that the inherent risk of a SWAT call is reason to pay officers time and one half. If this were to case then the officers that were on their regular shift for SWAT training should also be covered by the grievance but the Union failed to list them as part of the grievance.

Administration denies the grievance.

ANDREW J. SMITH
Chief of Police



*The City of Green Bay is a leader in employee health and wellness with its **Health | 1265** program and a goal to engage all employees in their own health and well-being*

August 30, 2018

Officer Erik O'Brien
Green Bay Police Department
307 S. Adams Street
Green Bay, WI 54301

Sent via email: erikob@greenbaywi.gov

RE: Step 2 – Grievance Response (Minimum Call-in Time)

Dear Officer O'Brien,

The following is my review of the grievance regarding the compensation consistent with contract language 6.4 – Minimum Call-In Time.

- The language of 6.4 of the current bargaining agreement states as follows:

6.4 MINIMUM CALL-IN TIME. Employees shall be compensated for a minimum of 3-hours for any call-in time worked on a scheduled work day, a day on which an officer works a full 8½-hour work day pursuant to posted shift overtime, or for a call-in while an officer is attending either a voluntary school or in-service training (an officer receiving call-in pay on a day attending school shall still be entitled to compensatory time as if no call-in occurred if the officer successfully completes the school in question, and if the school is not successfully completed, shall receive compensatory time for those hours in attendance). The department may engage police officers in police business on site during in-service training without paying call-in, provided such shall not jeopardize the officer receiving full credit for the class interrupted. Employees shall be compensated for a minimum of 6-hours for any call-in time on a day off or scheduled vacation. This call-in time shall be compensated at the base rate of pay.

- On June 18, 2018 the SWAT Team had SWAT Team training from 2:45pm to 7:00pm.
- The SWAT Team was made aware before the training that the team may be deployed during the training to execute a search warrant on an individual. At 5:30pm the SWAT Team was deployed. By 7:00pm the SWAT Team had returned and was changed out of their gear.
- Each SWAT Team member was compensated for the team member's participation in the training and the deployment. The compensation for each team member varied

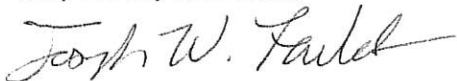
based on whether the officer was on his or her regular shift during the time of the training, how many hours the officer was in attendance at the training, and based on the number of hours each officer had accumulated within the FLSA period.

- Payback is a compensatory time bank that allows officers to store payback time up to 100 hours. This time is considered compensatory time that the officer can use to take time off. Any payback time that is earned over 100 hours will be paid out to the police officer as straight time.
- The officers that received payback time for the time at the SWAT Team training and deployment either banked their time or were paid out their regular rate of pay.
- One officer received time and one half because the officer had worked over 171 hours within the FLSA period that ended on July 7, 2018.
- Some officers that attended the training during their regularly scheduled shift did not receive payback or time and one half pay.
- The SWAT Team argues that payback time should only be given for the time used for training. The SWAT Team argues that once the team was deployed into the field, the SWAT Team should have been given the minimum call-in time of 3 hours.

After reviewing the grievance, the grievance is denied for the following reasons. First, 6.4 of the contract language for minimum call-in time is meant for officers who are not on-duty and are called in for duty. There are exceptions where call-in time applies when an officer is in attendance for school or in-service training, but those exceptions do not apply to SWAT Team training. The 6.4 contract language does not state that an officer should receive minimum call-in time for having to leave SWAT Team training for a SWAT Team assignment. Since all of the members of the SWAT Team were already at training, the SWAT Team members did not need to be called-in and are not afforded the minimum call-in time.

Second, the officers on the SWAT Team were all compensated appropriately for their time training and deployment into the field as outlined above. Based on my review of the grievance, the grievance is denied.

Respectfully submitted,



Joseph W. Faulds
Human Resources Director

Cc: Police Chief Andrew Smith (via email only)
Attorney Jon Cermele (via email only)
GBPPA Representative Phil Scanlan (via email only)



Green Bay Professional Police Association

Representing the brave men and women serving and protecting "Titletown, USA"

RECEIVED

SEP 19 2018

HUMAN RESOURCES

09-19-18

Personnel Committee
City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

GBPPA Grievance #18-005

Dear Members of the Committee,

Attached with this letter is a Green Bay Professional Police Association Contract Violation Information Form being turned over to your office for step III of the grievance process. I included the following documents for your review; a copy of the original Contract Violation Information Form given to Chief Smith at Step I of the grievance; a description of the grievance provided by Officer Eric O'Brien; Chief Smith's response provided to our association on 08-02-18 and Director Joe Faulds Response issued on 08-30-18.

In summary, members of the GBPD SWAT team were training when called to duty to execute a high risk warrant to take a wanted suspect from Michigan into custody. The suspect was wanted for drug related deaths and was reported to be armed and threatening to not be taken alive. The team was activated and successfully took the man into custody.

When members of the GBPD Swat team are training, they train as a team. Some members are training during their actually on-duty work time, meaning they were on duty at the time. Some members may be training following or before their 8.5 hour work day and others may be training on their day off. The compensation for members training outside of their duty time is "payback."

Initially, members of the team were told by the SWAT Commander to stop their training time and put in call in pay, essentially "overtime" with a minimum call in pay amount set by the labor agreement. The Association believes the SWAT Commander (Lieutenant) was correct in that assessment. Members of the team were later advised by the SWAT Commander that the overtime was denied and were informed the decision to deny the overtime came from Chief Smith. All members who submitted for overtime had their compensation changed to their standard "payback" time for training.

The Association believes the labor agreement supports the minimum call in pay and met with management to meet in the middle. The association was aware that all named members of the team were already present at the training and considered agreeing to time for time overtime pay during the duration of the SWAT activation to settle the disagreement. Unfortunately, no such agreement was made.



Green Bay Professional Police Association

Representing the brave men and women serving and protecting "Titletown, USA"

It's the association's position that "payback" compensation for officers working outside of their duty time is for voluntary events such as schools, training, PR Events etcetera and not for general police work including but not limited to investigations, patrol, swat calls or mandatory work calls etc.

Respectfully,

A handwritten signature in black ink, appearing to read "P. Scanlan".

Detective Phil Scanlan

GBPPA President

Green Bay Police Department

307 S. Adams Street

Green Bay, WI 54301-4582

920-448-3200 ext 0241

philsc@greenbaywi.gov

Grievance # 2018 - 005

**Green Bay Professional Police Association
Contract Violation Information Form**

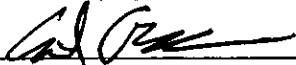
Date of Occurrence: <u>6-18-18</u>	Grievance step - check one 1 ☐ 2 ☐ 3 ☒
Officer's Name/Rank: (If association as a whole write GBPPA) <u>SWAT</u> <u>OFF O'BRIEN ET AL</u>	Division/Assignment:
This grievance alleges a violation of article <u>6</u> section <u>4</u> of the labor agreement and/or department policy pertaining to: _____	

Description of Grievance - state all facts including time, place of incident, persons involved, etc.

See attached

Relief Sought:

See attached.

Signature of Employee: 	Signature of Association Representative: 	Date Filed: <u>7-19-18</u>
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Employer Representative Response:

Employers representative signature	Title	Date Grievance received:	Date Answered

Matter resolved: Yes ☐ No ☐ If yes, How?

Grievance # 2018-005

Green Bay Professional Police Association
Contract Violation Information Form

Date of Occurrence: <u>6-18-18</u>	Grievance step - check one 1 ☒ 2 ☐ 3 ☐
Officer's Name/Rank: (If association as a whole write GBPPA) <u>SALZMAN, Herbert, Bell, Brian, Eickholt, Hansmann, Scanlon, Giller, Bilskey, Merrill, Nejeckla, Kempf, LAURDA</u>	Division/Assignment: <u>SWAT</u>
This grievance alleges a violation of article <u>6</u> section <u>4</u> of the labor agreement and/or department policy pertaining to:	

Description of Grievance - state all facts including time, place of incident, persons involved, etc.

SEE ATTACHED

Relief Sought:

SEE ATTACHED

Signature of Employee: <u>[Signature] et al.</u>	Signature of Association Representative: <u>[Signature]</u>	Date Filed: <u>7-23-18</u>
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Employer Representative Response:

Employer representative signature <u>[Signature]</u>	Title <u>Chief</u>	Date Grievance received: <u>6-7-18</u>	Date Answered <u>8-2-18</u>
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Matter resolved: Yes ☐ No ☐ If yes, How?

Erik OBrien

On Monday 06-18-18 Green Bay Police SWAT Team members assembled at the department for regularly scheduled team training at 14:45. At that time the team was notified that a possible SWAT deployment could take place during the training time window. The team moved forward with training until notice was given at approximately 17:30 that the team had been activated for a deployment. The SWAT deployment was carried out and concluded around 18:30 hours. After gearing down from the deployment, around 19:00 which was the scheduled conclusion time for that days training, SWAT Team members were advised to enter "Minimum Call In Time" Into Telestaff (Reference GBPPA and City of Green Bay Contract Agreement 2016-2019 Article 6.4) This has been the established past practice for the GBPD SWAT team transitioning from training to a real world deployment.

The following day, SWAT Team members' entries in Telestaff were subsequently changed from "Minimum Call-In" time to Payback time. This is contrary to the established past practice that clearly delineated between training time and deployment time compensation. SWAT Team member and Union Board member Erik O'Brien met with Commander Ebel to discuss the issue further. Erik and Commander Ebel discussed having SWAT Team members compensated for the actual time of the deployment at time and a half but not receive the full Call-In time as all members were already on scene and there was no inconvenience for members to respond to the deployment. This seemed like a reasonable and fiscally responsible compromise. Commander Ebel agreed to consult with Chief Smith regarding the proposed resolution and discussed memorializing this resolution in the next contract. Erik was informed that Chief Smith would not agree to the proposed resolution. Erik discussed the matter further with Chief Smith but the Chief was adamant that he would not pay time and a half for the SWAT Team to deploy when they were here on training and would instead call in the county should he have to.

We are grieving this situation for the following reasons

- This does not follow the long standing past practice of transitioning from training time to deployment time (compensation).
- Payback is not an acceptable form of compensation for SWAT deployments as acknowledged by Administration when addressing an issue that arose with the Dive Team receiving Minimum Call-In pay for transitioning to a real world search during training. Administration used the rationale to justify only giving payback for the training and real world deployment as, "It is not like SWAT, if you are searching for a body or a just training it is the same level of danger and nothing really changes."
- The impact of this situation is fiscally de minimis. The SWAT team is scheduled for training for 12 ½ hours per month out of a total of 720 possible hours which is less than 2% of the time. The likelihood of this situation repeating itself with any frequency is statistically improbable.

Desired resolution – All SWAT Team members receive compensation at time and a half for the real world deployment, 17:30-19:00

Erik O'Brien
Green Bay Police Department
FTO/District C Afternoon Shift Patrol Officer
GBPD Training Unit
W-920.448.3208
C-920.370.6337



Department of Police

Andrew J. Smith
Chief of Police

Grievance #2018-005 – Chief's response:

Grievance:

SWAT team was attending training on June 18, 2018 from 14:45 to 19:00. During this time frame a SWAT call was initiated to execute a warrant for a wanted individual from Michigan. The time of the initiation was 17:30 and the warrant was concluded at 18:30. SWAT team members want call in pay for the time spent on the warrant as they believe that the danger level is higher executing a warrant versus training. SWAT team members on their off time want to be compensated at one and half times pay for the time spent executing the warrant and gearing down which concluded at 19:00.

The Union believes that this grievance falls under past practice as SWAT may have been paid call in time for search warrants that occurred during prior training. The Administration will argue that circumstances have changed relating to how payback time is administrated and compensated.

Administration Response:

The Union's belief that payback time does not equate to pay for the officers is flawed as the union does not take into consideration the new payback rules. Payback is a comp time bank that is paid in cash to officers if they have 100 hours of accumulated time in their "payback" bank. Seven officers were compensated at their regular rate of pay for all the training they attended including the SWAT warrant because they are at the maximum 100 hours in their bank. One officer received time and one half because he had over 171 hours in the FLSA period that ended July 7, 2018 and was at the maximum hours in his bank. These officers were similarly situated as the officers that were attending SWAT training on their regular duty time and only received their regular pay for the SWAT call. The remaining five officers had time added to their payback bank.

The Union argues that this is fiscally "de Minimis" to the City and that the probability of this situation happening again is statistically improbable. The counter argument to this is that the officers were compensated and if this was statistically improbable then there would not be a past practice claim by the union. The Union also fails to take into account the changes to the search warrant policy whereas SWAT is to be utilized where forced entry is to be made.

The union argues that the inherent risk of a SWAT call is reason to pay officers time and one half. If this were to case then the officers that were on their regular shift for SWAT training should also be covered by the grievance but the Union failed to list them as part of the grievance.

Administration denies the grievance.

ANDREW J. SMITH
Chief of Police



*The City of Green Bay is a leader in employee health and wellness with its **Health | 1265** program and a goal to engage all employees in their own health and well-being*

August 30, 2018

Officer Erik O'Brien
Green Bay Police Department
307 S. Adams Street
Green Bay, WI 54301

Sent via email: erikob@greenbaywi.gov

RE: Step 2 – Grievance Response (Minimum Call-in Time)

Dear Officer O'Brien,

The following is my review of the grievance regarding the compensation consistent with contract language 6.4 – Minimum Call-In Time.

- The language of 6.4 of the current bargaining agreement states as follows:

6.4 MINIMUM CALL-IN TIME. Employees shall be compensated for a minimum of 3-hours for any call-in time worked on a scheduled work day, a day on which an officer works a full 8½-hour work day pursuant to posted shift overtime, or for a call-in while an officer is attending either a voluntary school or in-service training (an officer receiving call-in pay on a day attending school shall still be entitled to compensatory time as if no call-in occurred if the officer successfully completes the school in question, and if the school is not successfully completed, shall receive compensatory time for those hours in attendance). The department may engage police officers in police business on site during in-service training without paying call-in, provided such shall not jeopardize the officer receiving full credit for the class interrupted. Employees shall be compensated for a minimum of 6-hours for any call-in time on a day off or scheduled vacation. This call-in time shall be compensated at the base rate of pay.

- On June 18, 2018 the SWAT Team had SWAT Team training from 2:45pm to 7:00pm.
- The SWAT Team was made aware before the training that the team may be deployed during the training to execute a search warrant on an individual. At 5:30pm the SWAT Team was deployed. By 7:00pm the SWAT Team had returned and was changed out of their gear.
- Each SWAT Team member was compensated for the team member's participation in the training and the deployment. The compensation for each team member varied

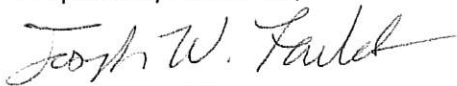
based on whether the officer was on his or her regular shift during the time of the training, how many hours the officer was in attendance at the training, and based on the number of hours each officer had accumulated within the FLSA period.

- Payback is a compensatory time bank that allows officers to store payback time up to 100 hours. This time is considered compensatory time that the officer can use to take time off. Any payback time that is earned over 100 hours will be paid out to the police officer as straight time.
- The officers that received payback time for the time at the SWAT Team training and deployment either banked their time or were paid out their regular rate of pay.
- One officer received time and one half because the officer had worked over 171 hours within the FLSA period that ended on July 7, 2018.
- Some officers that attended the training during their regularly scheduled shift did not receive payback or time and one half pay.
- The SWAT Team argues that payback time should only be given for the time used for training. The SWAT Team argues that once the team was deployed into the field, the SWAT Team should have been given the minimum call-in time of 3 hours.

After reviewing the grievance, the grievance is denied for the following reasons. First, 6.4 of the contract language for minimum call-in time is meant for officers who are not on-duty and are called in for duty. There are exceptions where call-in time applies when an officer is in attendance for school or in-service training, but those exceptions do not apply to SWAT Team training. The 6.4 contract language does not state that an officer should receive minimum call-in time for having to leave SWAT Team training for a SWAT Team assignment. Since all of the members of the SWAT Team were already at training, the SWAT Team members did not need to be called-in and are not afforded the minimum call-in time.

Second, the officers on the SWAT Team were all compensated appropriately for their time training and deployment into the field as outlined above. Based on my review of the grievance, the grievance is denied.

Respectfully submitted,



Joseph W. Faulds

Human Resources Director

Cc: Police Chief Andrew Smith (via email only)
Attorney Jon Cermele (via email only)
GBPPA Representative Phil Scanlan (via email only)



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # R.6.

To approve the request to fill the Park Supervisor vacancy and all subsequent vacancies resulting from internal transfers. (November 27, 2018)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 11.27.18
2. Park Supervisor (Facilities & Equipment) - C. Denil 11.21.18

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Peggy Barden
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: November 21, 2018

The Human Resources Department is requesting authorization to fill the following replacement position approved as part of the 2019 budget and all subsequent vacancies resulting from internal transfers. The justification report is attached.

- Park Supervisor – Replacement position due to the resignation of Chris Denil effective November 20, 2018. Salary range: \$58,136 - \$68,369.

**Position Fill Request
Justification Report
November 21, 2018**

Position Title: Park Supervisor

- 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 is a replacement position due to the resignation of Chris Denil effective November 20, 2018.

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

Yes, the position is in Pay Grade J (\$58,136 - \$68,369 annually).

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

This position supervises work done by Park Specialists and Mechanics, who maintain all Park-owned buildings, vehicles, and equipment as well as all of the rides at Bay Beach Amusement Park. This position is also responsible for the maintenance of Forestry, Wildlife Sanctuary, Triangle, and Bay Beach vehicles and equipment.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
No.

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

Current staff is doing the work Park Specialists and Mechanics do. This position troubleshoots problems, solves problems, procures parts, equipment, and many other products necessary for the employees to do their work maintaining all Park, Recreation and Forestry buildings and equipment. This position also schedules the employees and the repairs they perform.

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

Currently, a lot of what this position does is not being done. A lot of institutional and mechanical knowledge was lost with this vacancy and the sooner it is filled the better as there is a lot of work that needs to be done in the off-season, especially at Bay Beach, so that next season operations are ready (and running) on time.

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

All operations could be affected as they are all related to the need for all the equipment and facilities to be in working order on a daily basis. This is the position that organizes, coordinates, schedules and supervises the activities that keeps the vehicles, equipment, and Bay Beach rides running.

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

There is no way for this position to be contracted. Absorbing these duties by others does not offer the control necessary of all of the various operations that needed to be completed.

9. Are there union issues?

No.

10. Other supporting comments.

All Park, Recreation, Forestry, Bay Beach, and Wildlife Sanctuary maintenance work relies on vehicles and equipment which must be operating every day, all day. This position ensures that all maintenance crews can work efficiently and effectively. If, a ride or rides are down at Bay Beach, substantial loss in revenue could result.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # R.7.

To approve request for out of state travel for Fleet Manager Wachtendonk for American Public Works Association leadership training in Kansas City, Missouri from January 31 - February 1, 2019 at no cost to the City for room, board or transportation. (November 27, 2018)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Out of State Travel Request - Wachtendonk 01-2019

OUT OF STATE TRAVEL REQUEST

Date Request Submitted	November 20, 2018
Requesting Department	Public Works
Employee(s) Requesting Travel	Nathan Wachtendonk, Fleet Manager
Date(s) of Travel	January 31 to February 1, 2019
Location of Out of State Travel	Kansas City, MO (APWA National Office)
Purpose of Travel – Name of Conference or Training	American Public Works Association (APWA) leadership training for APWA board members
Costs Transportation Room and Board Conference and/or Training Fee Total Cost	APWA – 100% cost coverage City – to pay salary for Fleet Manager Nathan Wachtendonk during the trip
Will Employee Incur Overtime or Comp Time	No
Funding	APWA-National will pay the first \$700 for travel and lodging. APWA-WI Chapter will cover remainder of the cost.
Additional Information	Fleet Manager Nathan Wachtendonk was recently elected (and has accepted) the post as "2019 APWA-WI Chapter Executive Board Secretary." APWA-WI Chapter sends new board members to APWA leadership training at the APWA National offices. Travel expenses will be covered by the APWA.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # R.8.

To approve request from Fire Department to amend table of organization. (November 27, 2018)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # R.9.

To receive and place on file request by Ald. Galvin to institute a Grant Writer position to work with all City departments. The new position must bring in more funds than the cost of salary and benefits. (November 27, 2018)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. MEMORANDUM - Grant Writer Position 11-27-18
2. Grant Writer Position Survey - 11-2018
3. Grant Coordinator - Moraine Park Technical College

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Joe Faulds & Melanie Falk
Human Resources Department

Re: Grant Writer Survey Results

Date: November 27, 2018

Ald. Galvin requested that the City look into a grant writer position or funding for a consultant to help the City apply for grants. This memo summarizes the City's internal grant writing process and the findings from survey responses from other municipalities.

For the most part, the grant application process is done internally at the City. Many departments have positions that apply for grants as it ties directly to the position's duties and responsibilities. The consensus from speaking with department heads is that the designated individuals who apply for grants have the knowledge and experience to fill out the application. The inclination is that the departments are better situated to apply for grants that are specific to a project than to have a general grant writer take the lead. While a general grant writer would collaborate with departments on writing grant application, this may cause duplicative efforts in the grant writing process.

The cost of a consultant for grant writing varies based on the grant and level of work the consultant provides. For grants that the City would typically apply for, the consultant fees can be anywhere from \$5,000-\$25,000. However, depending on the grant, the consultant fee may exceed \$25,000. In addition, the consultant fee may or may not be contingent on the City being awarded the grant or there may be a contingency fee where the consultant receives a percentage of the grant if it is awarded to the City. Another type of payment for consultant fees is to allow the consultant to apply for a grant application on behalf of the City at no costs, but the consultant would be awarded the work on the project if the City was awarded the grant.

There are also consultant fees that vary on whether the consultant writes the entire grant or helps put together a strategic outline for the City to use in the grant application. Overall, the City does not use consultants often, but continues to explore the use of consultants depending on the scope of project and budgetary constraints.

Moreover, a survey of our WPELRA group (a combination of over 100 municipalities, counties, villages, etc.) was conducted to determine whether other municipalities in Wisconsin have a Grant Writer position. We received 8 responses (we can assume that those that did not respond do not

have a comparable position), and only 1 of those respondents had a comparable position. Moraine Park Technical College currently has 2.5 FTE's assigned to this function (job description attached).

Several of the respondents indicated that they had a Grant Writer position, but the position was cut from the budget years ago. Similar to the City of Green Bay, employees from within the respective departments are assigned to write and monitor grant costs/expenditures because of their department knowledge.

In conclusion, the recommendation is to continue with the grant application process internally and to utilize consultants when necessary. As grant dollars can provide additional funding for projects and services, the City will continue to emphasize the importance of grant applications within its departments and look into providing further training for positions that apply for grants.

MUNICIPALITY	GRANT WRITER POSITION	COMMENTS
Appleton	No	Had a grant writer position. It was cut from the budget years ago. Departments individually submit their grant proposals; track costs and work with the Finance Department depending upon the size of the grant.
Fond du Lac	No	Departments handle their grants.
Moraine Park Technical College	Yes	2.5 positions responsible for securing and monitoring all grants for the college. Salary is dependent upon years of experience. Range: \$41,269-\$77,006 Median salary: \$63,870
Sun Prairie	No	Had an LTE grant writer years ago. It was cut from the budget.
Oconto County	No	
Monroe County	No	Board member is currently stressing the need for a grant writer for the County. Administration's concern is that the position would require specific knowledge of all departments to be effective/efficient in the role. Concerns regarding budget costs to fund an additional position.
Waukesha	No	
West Allis	No (no grant writer position)	Grants Accounting Specialist position responsible for city-wide accounting functions. In addition, provides accounting functions and controls for federal and state grants.

BAND D JOB DESCRIPTION

SECTION 1

- | | |
|-----------------------------------|--------------------------|
| 1. POSITION TITLE: | Grants Coordinator |
| 2. OCCUPANT: | |
| 3. SUPERVISOR: | Dean of West Bend Campus |
| 4. EFFECTIVE DATE: | 10/31/16 |
| 5. BAND CLASSIFICATION: | D |
| 6. ACCOUNTABILITY/RESPONSIBILITY: | Level 2 |

SECTION 2

1. POSITION ACCOUNTABILITY/RESPONSIBILITY:

This position is responsible for the formation or adjustment of processes of the Resource Development major process of the College Leadership Support System, subject to the constraints imposed by the Dean of west Bend Campus, MPTC District Board policy, State Board rules, law, federal regulations and professional ethical behavior.

2. ROLE/FUNCTION:

The Grants Coordinator, by modeling trustworthiness and practicing the College's Guiding Principles, will participate and support teams and individuals within her area of responsibility. The management principles of employee participation, customer focus and continuous improvement of systems will be utilized in the daily work of the Grants Office.

SECTION 3

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Research, develop, and secure funding for projects and services consistent with the College's goals and objectives.
2. Prepare grant application materials; advise and provide direction to College staff on grant application requirements and procedures; maintain up-to-date records of proposals under development; and prepare reports as required. Serve as a resource person to other staff who are generating proposals.
3. Maintain grant resource and reference materials and disseminate information to appropriate staff on grant sources available.
4. Determine potential problem areas that might threaten successful grant fulfillment and make appropriate recommendations.
5. Develop and maintain relationships with external funders to ensure appropriate consideration of submitted proposals.
6. Assist Dean of West Bend Campus in facilitating workshops for and providing assistance to College staff, faculty, administrators and teams in the area of grant writing and development.
7. Other duties as assigned.

SECTION 4

- | | |
|--|--|
| 1. Accountable to:
Dean of West Bend Campus, Band D | 2. Responsible for:
N/A |
| 3. Team Role(s):
Team Member | 4. Guidance and Support Received from:
Grants Work Team |

SECTION 5

QUALIFICATIONS:

1. Bachelor's Degree in English, Journalism, Business, Human Services, Public Affairs or a related field, or an equivalent combination of education and occupational experience from which comparable knowledge and abilities can be acquired.
2. Three years of experience in grant writing or a related writing/research/development position.
3. Working knowledge of grant development process, and federal and state rules and regulations.
4. Ability to write and develop grants/proposals, and meet submission deadlines.
5. Ability to support teams and individuals in their efforts to solicit resources from external funding sources and maintain effective working relationships with federal, state, and private funding sources.
6. Ability to communicate effectively both orally and in writing.
7. Ability to research, evaluate, compile, and analyze data and information.
8. Knowledge of computer hardware and software applications.
9. Demonstrated ability to work effectively with diverse populations by promoting and maintaining an inclusive work environment and culture that is respectful and accepting of diversity.

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of positions that will be given this title and shall not be so construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or in any way modify the right of any supervisor to assign, direct, and control the work of employees under supervision. The use of a particular expression or illustration describing duties shall not be held to exclude other duties not mentioned that are of a similar kind or level of difficulty.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # R.10.

Informational only: Approved adoption of findings and fact and conclusions of law on SWAT Team Minimum Call-In grievance. (November 27, 2018)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. A18-0704 DRAFT - Findings of Fact and Conclusions of Law

Findings of Fact and Conclusions of Law

This matter came before the Personnel Committee for a public hearing on November 13, 2018. The purpose of the hearing was to determine whether members of the SWAT Team are entitled to receive minimum call-in pay for executing a search warrant during scheduled SWAT training on June 18, 2018.

Findings of Fact

1. This matter was heard by the Personnel Committee at their next regularly scheduled meeting following receipt of the grievance pursuant to Article 3 of the Labor Agreement.
2. The parties were provided an opportunity to submit written documentation in support of their positions, which documents were admitted into the record and considered by the Personnel Committee in making their determinations.
3. Neither party requested a fact-finding hearing and the Personnel Committee determined that a hearing was not required in this matter.
4. The documentation demonstrates that:
 - a. On June 18, 2018, members of the SWAT Team were attending regularly scheduled SWAT Team training from 2:45pm – 7:00pm.
 - b. During this training, members of the SWAT Team were directed to execute a search warrant.
 - c. At 5:30pm, the SWAT Team was deployed.
 - d. By 7:00pm, the SWAT Team had returned to the police department and was changed out of their gear.
 - e. Seven officers were compensated at their regular rate of pay because they already had the maximum 100 hours accumulated in their payback time bank. One officer received time and one half pay because he had over 171 hours in the FLSA period and accumulated the maximum 100 hours in his payback time bank. Six officers had time added to their payback time bank. Officers who were attending SWAT training during their regular duty time only received their regular pay for the training and deployment.
5. Section 6.4 of the Agreement Between the City of Green Bay and the Green Bay Professional Police Association (Bargaining Unit) provides that:

MINIMUM CALL-IN TIME. Employees shall be compensated for a minimum of 3-hours for any call-in time worked on a scheduled work day, a day on which an officer works a full 8½-hour work day pursuant to posted shift overtime, or for a

City of Green Bay
Personnel Committee
SWAT Team Minimum Call-In Time Grievance

call-in while an officer is attending either a voluntary school or in-service training (an officer receiving call-in pay on a day attending school shall still be entitled to compensatory time as if no call-in occurred if the officer successfully completes the school in question, and if the school is not successfully completed, shall receive compensatory time for those hours in attendance). The department may engage police officers in police business on site during in-service training without paying call-in, provided such shall not jeopardize the officer receiving full credit for the class interrupted. Employees shall be compensated for a minimum of 6-hours for any call-in time on a day off or scheduled vacation. This call-in time shall be compensated at the base rate of pay.

Conclusions of Law

1. This grievance is properly before the Personnel Committee pursuant to Article 3 of the Labor Agreement.
2. A hearing on this matter was timely conducted in accordance with Article 3 of the Labor Agreement.
3. Section 6.4 of the Agreement Between the City of Green Bay and the Green Bay Professional Police Association (Bargaining Unit) does not apply to SWAT Team training.
4. The SWAT Team is not entitled to minimum call-in time for executing a search warrant during scheduled SWAT training on June 18, 2018, pursuant to Section 6.4 of the Agreement Between the City of Green Bay and the Green Bay Professional Police Association (Bargaining Unit).

Approved by the Personnel Committee, _____

Chair, Personnel Committee

Date

Attest:

Clerk



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

MEETING DATE

December 4, 2018

PREPARED BY

Wendy Townsend, Economic
Coordinator

AGENDA ITEM # S.I.

Consideration of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for M&M Warehousing, LLC Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.

BACKGROUND

RECOMMENDATION

To approve as presented.

FISCAL IMPACT

ATTACHMENTS

1. 4823-9271-6416.I Initial Resolution - M&M Warehousing
2. 4836-7479-7440.I Procedure Letter - M&M Warehousing
3. 4852-9216-0384.I Notice of Intent - M&M Warehousing
4. 4849-2850-0864.I Fee Estimate Letter - M&M Warehousing

COMMON COUNCIL OF
CITY OF GREEN BAY, WISCONSIN

RESOLUTION NO. 2018 - _____

**INITIAL RESOLUTION
REGARDING INDUSTRIAL DEVELOPMENT
REVENUE BOND FINANCING FOR
M&M WAREHOUSING, LLC PROJECT**

WHEREAS, Section 66.1103 of the Wisconsin Statutes (the “Act”) authorizes the City of Green Bay, Wisconsin (the “Issuer”), to authorize the issuance and sale of bonds by the Issuer to construct, equip, re-equip, acquire by gift, lease or purchase, install, reconstruct, rebuild, rehabilitate, improve, supplement, replace, maintain, repair, enlarge, extend or remodel industrial projects; and

WHEREAS, M&M Warehousing, LLC, a Wisconsin limited liability company, and/or a related entity, and/or a limited liability entity to be formed (collectively, the “Borrower”), desires to complete a project to be owned by the Borrower consisting of financing the (i) construction of an approximately 72,225 square foot facility and the construction of an approximately 147,835 square facility to be constructed in two phases located on parcel number 6-41-1 on Donald Street in the City of Green Bay, Wisconsin (collectively, the “Facilities”) and operated by the Borrower to age and convert cheese, (ii) acquisition and installation of equipment at the Facilities, and (iii) payment of certain professional costs and costs of issuance (collectively, the “Project”), all of which would contribute to the well-being of the City of Green Bay, Wisconsin; and

WHEREAS, the cost of the Project is presently estimated to be \$10,000,000 and the amount proposed to be financed with one or more issues or series of tax-exempt and/or taxable industrial development revenue bonds (the “Bonds”) issued under the Act does not exceed \$10,000,000; and

WHEREAS, it is in the public interest of the Issuer to promote, attract, stimulate, rehabilitate and revitalize commerce, industry and manufacturing, to promote the betterment of the economy of the Issuer; and

WHEREAS, the Borrower has requested that the Issuer now approve an initial resolution (the “Initial Resolution”) providing for the financing of the Project in an amount not to exceed \$10,000,000; and

WHEREAS, the Issuer is a municipality organized and existing under and pursuant to the laws of the State of Wisconsin, and is authorized to enter into revenue agreements with eligible participants with respect to the Project whereby eligible participants agree to cause said Project to be constructed and to pay the Issuer an amount of funds sufficient to provide for the prompt payment when due of the principal and interest on said industrial development revenue bonds.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Green Bay, Wisconsin, as follows:

1. Based upon representations of the Borrower, it is the finding and determination of the Common Council that the Project is a qualified “project” within the meaning of the Act and that the Borrower is an “eligible participant” within the meaning of the Act. The Issuer shall:

(a) Finance the Project in an amount not to exceed \$10,000,000; and

(b) Issue industrial development revenue bonds in one or more series of tax-exempt and/or taxable bonds (the “Bond(s)”), in an amount not to exceed \$10,000,000 in order to finance costs of the Project.

2. The aforesaid plan of financing contemplates, and is conditioned upon, the following:

(a) The Bonds shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation;

(b) The Bonds shall not constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers;

(c) The Project shall be subject to property taxation in the same amount and to the same extent as though the Project were not financed with industrial development revenue bonds;

(d) The Borrower shall find a purchaser for all of the Bonds;

(e) The City’s out-of-pocket costs, including but not limited to legal fees and Trustee’s fees, in connection with the issuance and sale of the Bonds shall be paid by the Borrower; and

(f) A notice of public hearing required by federal law for purposes of Section 147(f) of the Internal Revenue Code, as amended, shall be published in a newspaper of general circulation in the City of Green Bay and a public hearing shall be held to provide interested individuals or parties the opportunity to testify as to the Project and the issuance of the Bonds.

3. The aforesaid plan of financing shall not be legally binding upon the Issuer nor be finally implemented unless and until:

(a) The details and mechanics of the same are authorized and approved by a further resolution of the Common Council which shall be solely within the discretion of the Common Council;

(b) The City Clerk shall cause notice of adoption of this Initial Resolution, in the form attached hereto as Exhibit A, to be published once in a newspaper of general circulation in the City of Green Bay, and the electors of the City of Green Bay shall have been given the opportunity to petition for a referendum on the matter of the aforesaid Bond issue, all as required by law;

(c) Either no such petition shall be timely filed or such petition shall have been filed and said referendum shall have approved the Bond issue;

(d) The City Clerk shall have received an employment impact estimate issued under Section 238.11 of the Wisconsin Statutes;

(e) All documents required to consummate the financing have been duly authorized and delivered; and

(f) The Issuer and the Borrower have resolved all land use and special use issues with respect to the affected property and the Project.

4. Pursuant to the Act, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby.

5. The City Clerk is directed, following adoption of this Initial Resolution (i) to publish notice of such adoption not less than one time in the official newspaper of the City of Green Bay, Wisconsin, such notice to be in substantially the form attached hereto as Exhibit A and (ii) to file a copy of this Initial Resolution, together with a statement indicating the date the Notice to Electors was published, with the Wisconsin Economic Development Corporation within twenty (20) days following the date of publication of such notice.

6. This Initial Resolution is an "initial resolution" within the meaning of the Act and official action toward issuance of the Bonds for purposes of Sections 103 and 144 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Furthermore, it is the reasonable expectation of the Issuer that proceeds of the Bonds may be used to reimburse expenditures made on the Project prior to the issuance of the Bonds. The maximum principal amount of debt expected to be issued for the Project on the date hereof is \$10,000,000. This statement of official intent is made pursuant to Treasury Regulations §1.150-2.

Passed and adopted at a regular meeting of the Common Council of the City of Green Bay, Wisconsin this 4th day of December, 2018.

APPROVED:

James Schmitt, Mayor

ATTEST:

Kris Teske, City Clerk

EXHIBIT A

NOTICE TO ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN

TAKE NOTICE that the Common Council of the City of Green Bay, Wisconsin (the “Issuer”), at a regular meeting held at City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, on December 4, 2018, adopted an Initial Resolution pursuant to Section 66.1103 of the Wisconsin Statutes, as amended, expressing the intention to issue not to exceed \$10,000,000 of industrial development revenue bonds of the Issuer (the “Bonds”) on behalf of M&M Warehousing, LLC, a Wisconsin limited liability company, and/or a related entity, and/or a limited liability entity to be formed (collectively, the “Borrower”). The Borrower desires to complete a project consisting of financing the (i) construction of an approximately 72,225 square foot facility and the construction of an approximately 147,835 square facility to be constructed in two phases located on parcel number 6-41-1 on Donald Street in the City of Green Bay, Wisconsin (collectively, the “Facilities”) and operated by the Borrower to age and convert cheese, (ii) acquisition and installation of equipment at the Facilities, and (iii) payment of certain professional costs and costs of issuance (collectively, the “Project”). The Borrower has represented that the net number of full-time equivalent jobs which the Project is expected to create on the Project site within three years is 6.

Pursuant to the terms of Section 66.1103 of the Wisconsin Statutes, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby.

THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, NOR SHALL THE BONDS GIVE RISE TO ANY PECUNIARY LIABILITY OF THE ISSUER, NOR SHALL THE BONDS BE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER. RATHER, THE BONDS SHALL BE PAYABLE SOLELY FROM THE REVENUES AND OTHER AMOUNTS TO BE DERIVED PURSUANT TO THE REVENUE AGREEMENT RELATING TO SAID PROJECT TO BE ENTERED INTO BETWEEN THE ISSUER AND THE BORROWER.

The Initial Resolution may be inspected in the office of the City Clerk at 100 North Jefferson Street, Green Bay, Wisconsin, during business hours.

TAKE FURTHER NOTICE THAT THE ELECTORS OF THE CITY OF GREEN BAY MAY PETITION FOR A REFERENDUM ON THE QUESTION OF THE BOND ISSUE. Unless within thirty (30) days from the date of the publication of this Notice a petition signed by not less than five percent (5%) of the registered electors of the City of Green Bay is filed with the City Clerk requesting a referendum on the question of the issuance of the Bonds, the Issuer will issue the Bonds without submitting the proposition for the electors' approval. If such petition is filed as aforesaid, then the Bonds shall not be issued until approved by a majority of the electors of the City of Green Bay voting thereon at a general or special election.

Kris Teske, City Clerk
City of Green Bay, Wisconsin

CERTIFICATION BY CITY CLERK

I, Kris Teske, duly sworn, hereby certify that I am the duly qualified and acting City Clerk of the City of Green Bay, Wisconsin (the "City"), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. _____ entitled: INITIAL RESOLUTION REGARDING INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING FOR M&M WAREHOUSING, LLC PROJECT

I hereby further certify as follows:

1. Said Initial Resolution was considered for adoption by the Common Council at a meeting held at City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, at _____ p.m. on December 4, 2018. Said meeting was a _____ (*insert regular or special meeting*) of the Common Council and was held in open session.

2. Said Initial Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the City.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following alderpersons were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following alderpersons were absent:

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Initial Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____. Following discussion

and after all alderpersons who desired to do so had expressed their views for or against said Initial Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

_____	_____
_____	_____

ABSTAINED:

_____	_____
_____	_____

Whereupon the meeting chairperson declared said Initial Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on this 4th day of December, 2018.

[SEAL]

Kris Teske, City Clerk

Lynda R. Templen
Partner

20800 Swenson Drive, Suite 300
Waukesha, WI 53186-2058
Direct: 262-956-6249
Fax: 262-956-6210
Lynda.Templen@huschblackwell.com

November 20, 2018

TO THE ATTACHED DISTRIBUTION LIST

**RE: \$10,000,000 City of Green Bay, Wisconsin
Industrial Development Revenue Bonds, Series 2019
(M&M Warehousing, LLC Project)**

Greetings:

At the request of M&M Warehousing, LLC, a Wisconsin limited liability company, and/or a related entity, and/or a limited liability entity to be formed (collectively, the “Borrower”), we have prepared drafts of documents necessary for the consideration and adoption of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for M&M Warehousing, LLC Project (the “Initial Resolution”) by the Common Council of the City of Green Bay, Wisconsin (the “City”) on December 4, 2018. The Borrower's project consists of financing the (i) construction of an approximately 72,225 square foot facility and the construction of an approximately 147,835 square facility to be constructed in two phases located on parcel number 6-41-1 on Donald Street in the City of Green Bay, Wisconsin (collectively, the “Facilities”) and operated by the Borrower to age and convert cheese, (ii) acquisition and installation of equipment at the Facilities, and (iii) payment of certain professional costs and costs of issuance (collectively, the “Project”), all of which would contribute to the well-being of the City.

Federal and state law requires that the authorization for such an industrial development revenue bond be done in two stages (first, the consideration of an Initial Resolution by the Common Council, and second, the consideration of a final resolution (the “Final Resolution”) by the Common Council).

The Initial Resolution is not a commitment to issue bonds, but merely evidences the City's “official intent” to issue bonds pending satisfactory negotiation of the terms.

The Final Resolution to be considered by the Common Council at a future meeting will be drafted and presented to the City only after negotiations for the bond issue have been completed.

Enclosed are the following documents necessary to allow the Common Council to consider the Initial Resolution on December 4, 2018:

- (1) Initial Resolution, with the form of Notice to Electors of the City of Green Bay, Wisconsin, attached as Exhibit A;
- (2) Good faith fee estimate letter required under Section 66.1103 of the Wisconsin Statutes;
- (3) Notice of Public Hearing (the so-called “TEFRA” notice); and
- (4) Notice of Intent to Obtain a Municipal Industrial Revenue Bond, which contains information regarding job estimates.

We have also enclosed a “Checklist for the City of Green Bay” and a summary of industrial development revenue bonds for informational purposes.

The following, in chronological order, are the steps necessary to issue the bonds:

1. The Common Council considers the Initial Resolution on December 4, 2018. For agenda purposes, the City Clerk should describe the Initial Resolution as follows for the Common Council meeting on December 4, 2018 meeting:

“Consideration of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for M&M Warehousing, LLC Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.”

The Common Council meeting on December 4, 2018 must meet the requirements of an open meeting under Sections 19.81 et seq. of the Wisconsin Statutes. Pursuant to Section 19.85 of the Wisconsin Statutes, the Common Council may not commence a meeting, subsequently convene in closed session, and reconvene in open session, unless public notice of such subsequent open session was given at the same time, and in the same manner, as the notice of the meeting convened prior to the closed session. If the Common Council proposes to go into closed session at the meeting, please contact me to discuss this issue. **A representative of the Borrower should attend**

the December 4, 2018 meeting to answer questions regarding the Project and provide job estimate information to the Common Council.

Under federal regulations for cost recovery, reimbursement of the Borrower's expenditures with bond proceeds can only occur if the Issuer adopts the Initial Resolution. This Initial Resolution may apply to expenditures made by the Borrower within sixty (60) days prior to the adoption of the Initial Resolution and, in general, the reimbursement must be made no later than three (3) years after the original expenditure.

2. On December 5, 2018, the City Clerk should call Kate L. Albrecht at our office (262-956-6244) to confirm that the Initial Resolution was adopted. Kate will publish the Notice to Electors, which is attached to the Initial Resolution as Exhibit A, in the City's local newspaper. After the notice is published, the electors of the City have thirty (30) days during which to circulate a petition for a referendum. In my personal experience, only one such referendum has ever been placed on the ballot, out of hundreds of industrial development revenue bond issues.

3. The City Clerk should mail a copy of the Initial Resolution (the Certificate by City Clerk which is attached to the Initial Resolution should be completed and signed) to Kate L. Albrecht. Kate will send a copy of the Initial Resolution, along with the date that the Notice to Electors was published, to Steven Sabatke at the Wisconsin Economic Development Corporation.

4. The federal tax law known as the Tax Equity and Fiscal Responsibility Act of 1986 ("TEFRA"), requires that this Project, which is being funded with tax-exempt bond proceeds, be the subject of a noticed public hearing called a TEFRA public hearing. These hearings provide interested individuals or parties the opportunity to testify on any matters related to such potential bond issues, including the nature and location of the Project.

Therefore, at a future date, a notice regarding the scheduled TEFRA public hearing must be published (our office will publish the Notice of Public Hearing on behalf of the City). The Notice of Public Hearing must be published no later than fourteen (14) days before the TEFRA public hearing. Our usual practice is to have the TEFRA public hearing immediately preceding the meeting at which the Final Resolution is considered by the Common Council. We will notify the City in the future to schedule the TEFRA public hearing/Final Resolution date.

5. At a future date, the Common Council will hold the TEFRA public hearing and consider the Final Resolution. A representative of the Borrower should attend the TEFRA public hearing. The Common Council meeting must meet the requirements of an open meeting under Sections 19.81 et seq. of the Wisconsin Statutes

6. After the preliminary steps outlined above have been completed, the Borrower and the Purchaser will need to negotiate the bond documents (to be prepared by Husch Blackwell LLP) in preparation for the sale of the bonds. The pricing will occur just prior to the Common Council meeting during which the Common Council will be asked to adopt the Final Resolution.

The foregoing is a brief sketch of the procedural steps that must be followed when issuing industrial development revenue bonds. The key point to remember is that the City will be considering, from a policy standpoint, whether to encourage the location of the Project in the City. By issuing the bonds, the City will give the Borrower an interest rate benefit because the bonds will be tax-exempt in the hands of the Purchaser. It must be emphasized that the City will not be liable in any way on the bonds; the bonds are special, limited obligations of the City.

We are simultaneously delivering to the City Clerk the good faith fee estimate letter required under Section 66.1103 of the Wisconsin Statutes. A copy of this letter should be signed by Kris Teske and returned to us to evidence her receipt of the letter.

An authorized officer of the Borrower should sign the enclosed Notice of Intent to Obtain a Municipal Industrial Revenue Bond (the "Notice of Intent"). We will also send the signed Notice of Intent to Steven Sabatke at the Wisconsin Economic Development Corporation and to the City Clerk. Whoever attends the meeting on behalf of the Borrower should bring the signed Notice of Intent to the Common Council meeting on December 4, 2018.

We are looking forward to working with everyone on this Project. Please call me with any questions or comments.

Very truly yours,

Lynda R. Templen

LRT/kla

Notice of Intent to Obtain a Municipal Industrial Revenue Bond

Section 66.1103 (4m) (a) 1 of the Wisconsin Statutes requires the person or business who intends to obtain an industrial revenue bond issue from a Wisconsin municipality to notify this intention to the Wisconsin Economic Development Corporation and to any collective bargaining agent in the state with whom the person or business has a collective bargaining agreement. This notification must occur at least 30 days prior to entering into the revenue agreement or signing the loan contract. The person or business must provide information on the number of full-time jobs that are expected to be eliminated, created, or maintained at the project site and elsewhere in Wisconsin as a result of the project which is the subject of this notice. The person or business named below hereby gives notice of intent to obtain an Industrial Revenue Bond pursuant to s. 66.1103 of the Wisconsin Statutes.

I. Project

A. Person: Jerry Haines
Business: M&M Warehousing, LLC
Address: 2200 Dickinson Road
Post Office/ZIP: DePere, WI 54115

B. Project site: City of Green Bay, Wisconsin
(Name of city, village or town in which the project is located)

C. Project type: ☐ Expansion at Present Location ☐ Relocation Within Same Municipality
☐ Relocation From Within State ☐ Relocation from Out-of-State ☐ New Business
☒ Branch-Wisconsin Operation ☐ Branch-Out-of-State Operation ☐ _____

D. Maximum amount of IRB financing: \$10,000,000

II. Employment Estimates (to result within the next 3 years)

Number of Full-Time Jobs	Before Project	To Be Maintained	To Be Created	To Be Eliminated	Net Total Number of Jobs
A. <u>At the Project Site</u>	3	3	6	-0-	9
B. <u>At All Other Wisconsin Operations (De Pere)</u>	9	9	-0-	-0-	9
<u>At All Other Wisconsin Operations (Monroe)</u>	17	17	-0-	-0-	17
C. <u>Net Totals</u>	29	29	6	-0-	35

D. Will any jobs transfer from one or more locations to the project site? Yes ☐ No ☒

Number of jobs to transfer: _____

Location(s) the jobs will transfer from: (municipality) _____

Signed/Person completing this form

Jerry Haines

Name

Date

920-351-3555

Telephone Number

Lynda R. Templen
Partner

20800 Swenson Drive, Suite 300
Waukesha, WI 53186-2058
Direct: 262-956-6249
Fax: 262-956-6210
Lynda.Templen@huschblackwell.com

November 20, 2018

Kris Teske, City Clerk
City of Green Bay
100 North Jefferson Street, Room 106
Green Bay, WI 54301

Steve Sabatke
Underwriting Manager
Wisconsin Economic Development Corporation
201 West Washington Avenue, 6th Floor
Madison, WI 53149

**RE: \$10,000,000 City of Green Bay, Wisconsin
Industrial Development Revenue Bonds, Series 2019
(M&M Warehousing, LLC Project)**

Greetings:

We understand that in the near future, the Common Council of the City of Green Bay, Wisconsin (the "City"), will take action on an Initial Resolution for industrial development revenue bond financing under Section 66.1103 of the Wisconsin Statutes on behalf of M&M Warehousing, LLC, a Wisconsin limited liability company, and/or a related entity, and/or a limited liability entity to be formed.

Section 66.1103 of the Wisconsin Statutes requires that prior to the adoption of the Initial Resolution, a document containing a good faith estimate of the legal fees which will be paid from the bond proceeds must be filed with the City Clerk of the City and with the Wisconsin Economic Development Corporation. This letter is that document.

Estimating legal fees at this stage in the proceedings is difficult because many of the most significant factual matters which may affect legal costs are not known in detail at this time. The size and structure of the bond issue have not been finalized. These and other matters normally are

negotiated and determined after the Initial Resolution is adopted. As a result, the scope and amount of work which the various parties may choose to refer to their lawyers can vary considerably as the economic aspects of the financing develop.

The relationship of these variables to an estimate of aggregate legal fees is evident from the principles which lawyers apply in charging fees for their services. Fees for services rendered by any Wisconsin lawyer should be consistent with, and grounded upon, the Rules of Professional Conduct for Attorneys of the American Bar Association, as currently enforced in Wisconsin. Those rules set forth the following basic guidelines:

A lawyer's fee shall be reasonable. Factors to be considered as guides in determining the reasonableness of a fee include the following:

- (1) The time and labor required, the novelty and the difficulty of the questions involved, and the skill requisite to perform the legal service properly.
- (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer.
- (3) The fee customarily charged in the locality for similar legal services.
- (4) The amount involved and the results obtained.
- (5) The time limitations imposed by the client or by the circumstances.
- (6) The nature and length of the professional relationship with the client.
- (7) The experience, reputation and ability of the lawyer or lawyers performing the services.
- (8) Whether the fee is fixed or contingent.

The maximum principal amount of the bonds will not exceed \$10,000,000.

The following is a good faith estimate of the legal fees which will be paid from the proceeds of the bonds with respect to this financing:

COUNSEL

FEE ESTIMATE

Bond Counsel

\$56,500, plus disbursements*

Counsel to the Eligible Participant

It is unknown whether the legal fees and disbursements of such counsel will be paid from the proceeds of the bonds

Attorneys who have not yet been identified who may be involved in the transaction, including, without limitation, counsel to any Trustee involved, any real estate counsel involved, and any counsel to the initial bond purchaser(s)

It is unknown whether the legal fees and disbursements of such counsel will be paid from the proceeds of the bonds

The actual fee charged by each of the lawyers acting in this matter may vary considerably from the estimates provided above. Without purporting to be exhaustive, the following are reasons why actual fees may be higher or lower than the estimate: (i) assumptions regarding the size, structure, complexity and timing of the bond financing may change; (ii) clients may alter the scope of their lawyers' engagement; (iii) parties may require legal opinions or legal advice beyond that normally requested in similar financings; and (iv) unforeseen legal problems may arise.

We are writing and filing this letter to comply with the requirements of Section 66.1103 of the Wisconsin Statutes. To the extent that we have estimated attorneys' fees other than our own, we did so on the basis of prior experience and information available to us at the time of writing this letter.

Please complete and return the receipt below in the envelope provided. A copy of this letter is enclosed for your files. Thank you.

Very truly yours,

Lynda R. Templen

*Estimate only, based on par.

The undersigned acknowledge receipt of the foregoing this _____ day of November, 2018.

**WISCONSIN ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Steven Sabatke, Underwriting Manager

CITY OF GREEN BAY, WISCONSIN

By: _____
Kris Teske, City Clerk



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

MEETING DATE

December 4, 2018

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # T.I.

To recommend the following nominees for GBPAC vacancies in 2019 and recommend the creation of a Liaison Arts Consultant position:

Commissioner - Keli Strickland (replacing Commissioner Tiffany Bowles);

Liaison - Paul Grall (replacing Liaison Lee Klemens);

Liaison Arts Consultant - Matt Vanden Boomen.

BACKGROUND

During the October 24, 2018, meeting the Commission discussed collecting applicants to fill one Liaison position that has been open since July 2018, and one Commissioner position as well.

According to the Ordinance related to the Green Bay Public Arts Commission, Section 1.66(3)b states:

Liaisons. The Commission shall have three liaisons. One liaison shall be from the humanities, one shall be from the visual arts, and one shall be from the performing arts. The Mayor shall appoint the liaisons, subject to confirmation by the Common Council. The term for each liaison shall be two years. A liaison does not have any voting authority.

RECOMMENDATION

Staff to select several qualified candidates who would be suitable in filling either the Liaison or Commissioner position to be presented to the Mayor for selection.

FISCAL IMPACT

ATTACHMENTS

1. MattVandenBoomenCoverLetter
2. MattVandenBoomenResume
3. PaulGrallResume



MATT VANDEN BOOMEN
DESIGN

CELESTINE JEFFREYS

Chief of Staff
100 N. Jefferson Street
Green Bay City Hall
Green Bay, WI 54301

Dear Celestine Jeffreys:

My previous experiences and leadership roles make me an ideal candidate for either a Board Member or Liaison position for the Green Bay Public Arts Commission. I strongly align with the Commission's mission and goals to promote the arts, culture and creative identity of Green Bay. Recently, I rebranded the GBPAC and hope to help them in the future to continue to create a more cohesive and compelling story.

I grew up in Green Bay and have always had a passion for the arts. In my schooling, I took as many art classes as I could as well as excelling in band classes and participating in jazz band, solo & ensemble, marching band and the school's drumline. I graduated from the University of Wisconsin-Green Bay in 2013 majoring in Design Arts and minoring in Communication. During this time, I met and gained relationships with many artists that are still in the area and whom I'm currently connected with. During my time at the University I was also a member of the University's Symphonic Band for two years. I earned a Design Internship at one of the area's most prominent design firms during my studies and was hired before I graduated.

I've been with Wild Blue Technologies for 6 years and have gained an expansive amount of professional experience working with Fortune 500 companies such as Hershey, Kimberly-Clark, and Target as well as local companies including Titledown Brewing, Berners Schober, Appleton Harley-Davidson, and Stella's. Through this experience I've truly learned what it means to take on large creative projects and maintain the client's vision through the entire process despite setbacks and changes. With this I meet challenges daily and work to provide creative solutions to achieve client's goals, needs, and aspirations while working within tight timelines and managing budgets that reach 7 figures. Whether it's concepting, critiquing, managing or executing, I have been responsible for all aspects of these projects and have been able to successfully accomplish this while listening and being empathic to both the client as well as the members on my team. Simply put, I am a creative problem solver.

Currently, I'm also involved in outside professional groups like the Fox River Ad Club. As the Vice President, I further expand my network and establish more connections. I mentor students looking for further guidance and help place them in their first jobs out of school

using the connections the Club creates. I am also responsible for planning the Club's annual awards show which will be held at Hotel Northland this year. I understand how important it is to create local synergizes to help build a community and generate engagement.

Spending all my years in Green Bay and being an active member of the creative community, I see the potential and understand how an entity like the GBPAC can turn that potential into something tangible. I see this as an important piece to fulfilling the city's mission of retaining and attracting young talent. As a millennial with the unique perspective of a long time resident of the city, and with a wealth of knowledge about the arts, I believe I am positioned to be a valuable member to the GBPAC.

Sincerely,

A handwritten signature in black ink, reading "Matt Vanden Boomen". The signature is fluid and cursive, with the first name "Matt" and last name "Vanden Boomen" clearly distinguishable.

MATT VANDEN BOOMEN

(920) 680-9054

mattvandenboomen@gmail.com

mattvandenboomendesign.com

MATT VANDEN BOOMEN

DESIGN



WILD BLUE TECHNOLOGIES

Designer

February 2016 - Present

Junior Designer

June 2013 - January 2016

Design Intern

June 2012 - June 2013

De Pere, Wisconsin

FOX RIVER AD CLUB

Vice President

June 2018 - Present

ADDY Committee Member

Education Committee Member

Designer

June 2014 - 2017

Northeast Wisconsin

SHEEPSHEAD REVIEW

Creative Editor

September 2012 - December 2012

Green Bay, Wisconsin

EDUCATION

University of Wisconsin Green Bay, Green Bay WI

Bachelor's Degree, May 2013

Major in Design Arts and Minor in Communication

GPA 3.75/4.0

ACADEMIC AWARDS

- Won three Student ADDYs and one District Level ADDY that went on to the National Level.
- Received the Design Award for one of three pieces selected into the UW-Green Bay 40th Annual Student Art Exhibition juried by Martha Glowacki.
- Awarded 2012-2013 Craig A. Mueller Scholarship.
- Received Page Design Award at the Associated Collegiate Press Best of the Midwest Competition 2012.
- Phi Kappa Phi Honor Society member.

EXPERIENCE

- Conceive and execute original and innovative creative across a wide range of design disciplines, including Graphic Design, Information & Communication Design, Retail & Branded Environments, Interior Design, Package Design & Prototyping, Product Design & Development, Presentation Design and UI/UX Design.
- Direct 3D Artists, Interactive Developers, Project Managers and other specialists.
- Manage projects with high complexity, not only setting and executing the aesthetics of a project, but also participating in forming the strategy.
- Work efficiently under deadlines and consistently exceed what is written in the brief.
- Mentor Junior Designers and Interns.
- Ensure consistent communication about projects within an agency ecosystem.

- Head the ADDY team, an annual awards competition and show, by planning and delegating responsibilities to committee members.
- Research and select creatives at the top of their field from across the country to come in and give professional talks.
- Help to assess, set and oversee the Club's goals and aspirations for the season and develop the budget.
- Direct the creation of marketing materials and overall aesthetic distributed by the Club.

- Recruit student members by speaking to classes on campus, reviewing at student portfolio reviews and mentoring through the Ad Club's mentorship program.
- Designed environmental materials and helped concept the themed 2017 ADDY Awards.
- Conceived and executed the look and feel for all 2014-2015 season materials including event posters and 2015 ADDY theme (Live For The Execution).

- Created multiple design concepts that elevated the publication's aesthetics beyond previous issues.
- Taught other editors how to produce the journal using InDesign.
- Credited by professional reviewer from newpages.com as producing one of the visually strongest arts journals in the current landscape.

REFERENCES AVAILABLE
UPON REQUEST

MATTVANDENBOOMEN@GMAIL.COM
MATTVANDENBOOMENDESIGN.COM

October 24th, 2018

Dear Members of the Green Bay Public Arts Commission,

I am writing in response to an invitation to join the GBPAC. I have enjoyed both performing and volunteering for various arts organizations in our community since my youth and am honored to be asked to become further involved in an organization that I believe is vital to the local community arts scene.

I am currently serving as Board President for the Civic Symphony of Green Bay, where I also serve on the Marketing/Fundraising, Artistic/Programming and Education committees. I also manage Concert Operations for each performance, which includes the logistics of securing the venue, musicians, sponsors and guest performers for each performance. I have been involved with CSGB for four years now and have found my interaction with the musician performers and the audience members who all benefit from a shared musical experience to be incredibly rewarding and purposeful.

Upon moving back to Green Bay from Chicago in 2003, I was impressed to see the arts scene alive and well and enjoyed the many opportunities to perform as an amateur musician. I've sung with the Green Bay Symphony Orchestra, Green Bay Choral Artists, Emerald Heart Quartet and the Dudley Birder Chorale and Music Theater. As a pianist, I've performed as a soloist and accompanied many singers and musicians. I've especially enjoyed coaching and accompanying area high school students during their spring festival season.

On a non-musical level, I've been involved with NeighborWorks Green Bay for 13 years where I am serving my second 3-year term as a Board member, and am currently a Vice-Chair of the Board; I've also been an active committee member, serving on the Governance, Marketing, and Community Reinvestment Committees. In addition to NeighborWorks, I've had the opportunity to serve on the Boards for Evergreen Theater, the Seven Loaves Project and Y.A.S.A., an adaptive sports program for kids with disabilities. These wonderful and varied experiences have allowed me to discover and fully appreciate the tapestry of people and talent that bring this community together and enrich the lives of those who live in it.

I am honored to be considered for the Green Bay Public Arts Commission and would appreciate the opportunity to meet and get to know the organization and those who serve it better. Please feel free to contact me with any further questions.

Respectfully,

Paul J. Grall
President, Civic Symphony of Green Bay
Paulgrall66@gmail.com
920.655.0509



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

MEETING DATE

December 4, 2018

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # T.2.

To refer to staff regarding the creation of a tax deductible 501c3 "buddy organization" for fundraising and approval of the updated fundraising material.

BACKGROUND

The Green Bay Public Arts Commission is currently engaged in fundraising efforts to ensure continued programming and expansion of its services. Staff has developed and updated fundraising materials to aid in collecting donations.

RECOMMENDATION

To approve fundraising materials for distribution, subject to minor technical revisions.

FISCAL IMPACT

ATTACHMENTS

1. Fundraising Pack 11-20-18 (1)
2. GBPAC Donation Card
3. GBPAC Highlights (1)

LETTER FROM THE CHAIR



The Green Bay Public Arts Commission (GBPAC) is a part of a long term vision to further develop the artistic and cultural identity of Green Bay. When my family and I moved back to Green Bay in 2013 I was delighted to see the amount of progress that was made while I was gone. There were more businesses downtown, more restaurants across the city, and the installation of the City Deck. I wanted to help continue this progress somehow. This realization provided the motivation to explore how other "Artistic Cities" have been successful in developing their artistic identities.

◆ PUBLIC ART IS: ◆

- 1** Public art can be murals, sculptures, performances, festivals and more.
- 2** Public art is art that is in public spaces, free of cost, and accessible by everyone.
- 3** Cities with governing boards help ensure further development of public art.



FROM THIS A PLAN WAS DEVELOPED

With strong support from the artistic community, city employees and many city officials the Green Bay Public Arts Commission was established on

OCTOBER 23RD 2016

and the very first meeting of the Green Bay Public Arts Commission was held.

► FAST FORWARD ►

Since then we have created three public arts programs, had influence on city council decision making, and created an arts coordinator position to manage and facilitate our programs.

Cities that are growing, retaining talent, and drawing tourists, place a strong value in the Arts. Green Bay is in a unique and exciting position to provide a strong public arts presence. Boosting Green Bay's artistic identity will encourage growth in our creative economy, beautify our streets, buildings and parks, and improve our quality of life.

The Green Bay Public Arts Commission relies entirely on your donations and grants to fund it's programs, administrative costs, and Arts Coordinator position. With your help we can create a strong artistic and cultural future for Green Bay. Your support of the Green Bay Public Arts Commission helps further our cause and for this we thank you in advance.

Kent Hutchison, Chair of the GBPAC

FINANCIAL SNAPSHOT

The Green Bay Public Arts Commission first kicked off the ground in the fall of 2016 with a budget of \$75,000 granted from the Excess Stadium Tax Fund. With this initial startup budget we have been able to accomplish quite a bit in our early stages. So far we have...

**AWARDED OVER \$5,000 TO LOCAL ARTISTS TO
CREATE VARIOUS WORKS OF ART THROUGHOUT THE CITY OF
GREEN BAY**

...

**ASSISTED LOCAL ARTISTS IN CREATING 13 NEW PIECES OF
PUBLIC ART FOR THE CITY. THESE CAN BE ADDED TO THE
ALREADY EXISTING 200+ PIECES OF PUBLIC ART.**

...

**HIRED A 3/4 TIME STAFF MEMBER TO ASSIST WITH
COORDINATING AND MANAGING OUR PROGRAMS**

...

**CREATED AN INDEX AND MAP OF THE 200+ PIECES FROM A
PARTNERSHIP WITH STUDENTS FROM THE UNIVERSITY OF
WISCONSIN GREEN BAY**

We are proud of what we have accomplished thus far, and we are eager to achieve more. With your ongoing contribution we will be able to help continue supporting local artists, and be able to create more public art projects throughout the City of Green Bay. An invested community will empower and sustain our programs.

THE IMPORTANCE OF PUBLIC ART

ON THE LOCAL LEVEL

200+

pieces of public art are already spread through the Green Bay community. With our continued work, we will keep adding to this collection.



Since our start we've already assisted creative artists in forming 13 new public art projects.

Little over 2 years old and we're already set to award almost \$7,000 for public art projects.



ON THE NATIONAL LEVEL

WORK, WORK, WORK

America's nonprofit arts and culture industry supports 4.6 million jobs and generates \$27.5 billion in government revenue.



ECONOMIC IMPACT

In 2015, nonprofit arts and culture organizations generated \$166.3 billion of economic activity.

"Understanding and acknowledging the incredible economic impact of the nonprofit arts and culture, we must always remember their fundamental value. They foster beauty, creativity, originality, and vitality. The arts inspire us, provoke us, involve us, and connect us. But they also create jobs and contribute to the economy."

Robert Lynch - President of Americans for the Arts

ARTS IN BROWN COUNTY

The nonprofit arts and culture sector generates

**\$36.6
MILLION**

total in local economic activity in Brown County.

1,311 full-time equivalent jobs are supported by the nonprofit arts and culture sector.



Source: Americans for the Arts - Arts and Economic Prosperity 5 Study in 2015

ARTIST VOICES



Brandon M. Rockstroh - Annual Grants Program Recipient

As writer and director of the original musical production of *The Book of Empty Pages*, I am so honored and delighted to have partnered with the Green Bay Public Arts Commission to bring this world premiere product of local art to our community! The GBPAC helped make it possible for the nearly 100 students to perform publicly at the mall, on the radio, and to do a benefit performance in our school's auditorium.

Thanks to the GBPAC, public art is thriving in Green Bay, and that makes our community more well-rounded, our schools more relevant, and our citizens more socially-conscious. May public art continue to be a top priority in Green Bay for decades to come!



Community members painting a collaborative mural located on Dousman Street., Green Bay.

Brian Eichinger - Local Artist

Green Bay needs the Public Arts Commission because it helps allow people to look at things in a different perspective. Art allows one's mind wander and brightens the community.



Rusty Wolfe - Rotating Art Program Participant

Public art is important for this community because it improves our self worth. Everyone gets to add their cultural experience to it and make their own interpretations. You can't help but feel good about public art. It's a simple and positive way for cities and communities to grow.

GREEN BAY'S
ARTISTIC IDENTITY
IMPROVES
OUR QUALITY OF
LIFE



Production shot from The Book of Empty Pages

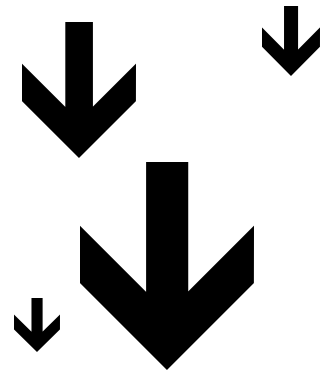
POWER OF THE ARTS



yay!

**THE ARTS MAKE YOUNG ADULTS
MORE CIVICALLY ENGAGED.¹**

**PARTICIPATION IN AFTER-SCHOOL
ARTS PROGRAMS DROPS JUVENILE
CRIME BY 4.2% ON AVERAGE.²**



**RESEARCH SHOWS THAT ART
MAKING PROVIDES A COMMON
BRIDGE AND INCREASES
FRIENDSHIP, EMPATHY, AND
MUTUAL TRUST.³**

**ARTS ORGANIZATIONS AND
EVENTS CAN PLAY A ROLE IN
ATTRACTING RESIDENTS
AND BUSINESSES
TO A COMMUNITY.⁴**



**ARTS AND COMMUNITY
DEVELOPMENT RESULTS IN
GREATER TAX REVENUES.⁵**

REFERENCES

1. Catterall, J., Dumais, S., & Hampden-Thompson, G. (2012: The Arts and Achievement in At-Risk Youth: Findings from Four Longitudinal Studies (Research Report #55), 21. Washington, DC: National Endowment for the Arts.
2. Greg, M., Gupta, R., & Bach-Coulibaly, M. (2014, May 6). After-school Programs & the Arts as Tools for Youth Development.
3. Lee, D. How the Arts Generate Social Capital to Foster Intergroup Social Cohesion. The Journal of Arts Management, Law, and Society.
4. Walesh, Kim and Doug Henton. 2001. "The Creative Community-Leveraging Creativity and Cultural Participation for Silicon Valley's Economic and Civic Future."
5. Waits, M. (2014). Five Roles for Arts, Culture, and Design in Economic Development.

OUR FUTURE GOALS

IN ADDITION TO MAINTAINING AND GROWING OUR CURRENT PROGRAMMING WE ARE LOOKING FORWARD TO THE FUTURE AND THE PLANS WE HAVE FOR GREEN BAY.

ESTABLISH A PUBLIC ART MAINTENANCE PLAN

With over 200 pieces of public art in existence in Green Bay, it's important for the GBPAC to plan for the future and help ensure that our cultural heritage is secure for future generations to enjoy and learn from.

DID YOU KNOW? Preservation of artistic and cultural heritage can help reconcile difficult history, encourage self-expression, and aid in community empowerment and change. ¹



DEVELOP A PUBLIC ART TOUR

The GBPAC is currently the only organization to have a complete inventory of all the public artwork within Green Bay. By developing a public art tour and accompanying interactive app we will ensure equal access for residents and visitors alike to enjoy and interact with this work

DID YOU ALSO KNOW? When you combine arts and cultural heritage with tourism it can create a significant economic boost. 68% of long-distance travelers include a visit to an arts/cultural heritage site during their trip. ²



We are currently operating with one 3/4 staffer and there is plenty more work that can be done to help improve the current programming and develop our plans below.

HIRE A FULL-TIME STAFFER

PLUS MUCH MORE!

We have great plans ahead for many new and exciting art projects within Green Bay! We are in need of more funding and staff time to make these things happen for Green Bay.

Sidewalk poetry, artistic utility boxes, painted crosswalks, artistic spaces, developing artist-in-residence program, art park, sculpture walk, free music celebrations, decorative public pianos, painted parking lots, crosswalk performances, art benches, decorative street sign poles, artistic manhole covers, poetry slams, free music celebrations, decorative public pianos, painted parking lots, crosswalk performances, art benches, decorative street sign poles, artistic manhole covers, poetry slams, artistic bus shelters, illuminated artwork, murals, decorative bridges, snow globes, earth forms, fountains, temporary artwork, community participation artwork, neighborhood communication, develop an artist community, temporary photo exhibitions, decorative mosaics, yarn-bombing, bike racks, traveling art vans, decorative art rails, legal graffiti walls, pothole mosaics, and many many more super cool really fun ideas that will be great for Green Bay! Given the collaborative nature of public art, the GBPAC may not be able to pull off all of these major road projects, but we are seriously going to give it a try. Green Bay, Wisconsin



REFERENCES
1. Abriendo Las Cajas (Opening the Boxes) (2009)
2. Americans for the Arts

OUR ACCOMPLISHMENTS



Paired, Rusty Wolfe

Installed October 2018 at the corner of Oakland and Walnut as part of the Rotating Art Program.



Bicycle Mural, Beau Thomas

Painted in September 2018 on the side of the Bicycle Collective building. This mural is a product of our Annual Grant Program.



Butterfly Mural, Brown County Breastfeeding Coalition

Painted in June 2017 located at 300 Dousman St. This mural provides an interactive photo opportunity for residents and visitors.



Unhinged, Casey Early-Krueger

This collaborative sculpture created by several artists was developed in October 2018 as part of our Annual Grant Program.



Ripple, Community

This collaborative mural was developed by a local artist team and was finished by community members during the Better Block event on Broadway in September 2018.



Untitled Pyramid, Beau Thomas

Local artist, Beau Thomas was selected to complete his colorful sculpture idea as part of the Rotating Art Program series: Painted Pyramids. Three pyramids exist and are located throughout Green Bay.

Select performance from UW-Green Bay Music's 6:30 Concert Series

The 6:30 Concert Series is a monthly free concert put on at the Weidner Center. The GBPAC provided a grant to help ensure the continuation of this concert series.

SUPPORT PUBLIC ART

DONATION FORM

Green Bay Public Arts Commission
Department of Community and Economic Dev.
100 N. Jefferson St. - Room 608
Green Bay, WI 54301 - 5026

Visit us online at www.greenbaywi.gov/pac



GREEN BAY
PUBLIC ARTS
COMMISSION

Donor Name: _____ **Organization:** _____

Address: _____ **City:** _____ **Zip:** _____

Telephone Number: _____ **Email Address:** _____

Enclosed Pledge Amount:

☐ \$1,000 ☐ \$500 ☐ \$300 ☐ \$250

☐ \$100 ☐ \$50 ☐ \$25 ☐ \$15

Other\$ _____

☐

MONTHLY GIFT

☐

ONE TIME GIFT

**Yes, my gift may be
acknowledged in news
releases or other
publications.**

☐

**No, my gift may not be
acknowledged in
news releases or other
publications.**

☐

Make all checks payable to Green Bay Public Arts Commission Please mail your pledge card along with donation to the address listed above.
If you have any questions, please email us directly at: laurasc@greenbaywi.gov or call: (920)-448-3142.

WHAT WE DO



GREEN BAY
PUBLIC ARTS
COMMISSION

The Green Bay Public Arts Commission (GBPAC) focuses on the creation and preservation of public art, and ensuring equal access for all to enjoy and engage with public artwork in Green Bay.

OUR PROGRAMS

ROTATING ART PROGRAM

- The Rotating Art Program beautifies our community, promotes our cultural identity and encourages artistic engagement, and elevates neighborhoods and other areas of our city with art.
- Six concrete foundations are installed throughout the City to serve as platforms for temporary sculptures.
- New work will continuously be rotating throughout the City yearly and provides an opportunity for creative discussion within the community.
- Artists can sell their work on display.

ANNUAL GRANT PROGRAM

- Helps fund public art works, art performances, and events that promote and/or employ public art.
- Grant dollars can fund up to 50% of any type of public art pursuit up to \$1,500.
- We aim to assist artists, performers, scholars, and all creative groups with their proposal to help bolster the creative identity of Green Bay.

LETTERS OF SUPPORT

- We provide letters of support for artists, performers, scholars, and creative groups.
- Validates artists credibility and work and at times assists with achieving permissions from necessary parties.

SOME FACTS AND INFORMATION

WHAT IS PUBLIC ART?

Public art is exactly what it sounds like, art in public spaces. Public art can take on a wide variety of forms and sizes; it can be temporary or permanent. Oftentimes ideas of murals or sculpture come to mind, but public art can include performances, festivals, live poetry readings and more.

DID YOU KNOW?

- The Commission was officially formed in October of 2016
- Currently we have awarded over \$5,000 to local artists
- The Commission is working on developing a % for Art Policy
- There are over 200 pieces of public art currently in the City of Green Bay.
- Since the creation of the Commission, we have welcomed 13 new works of public art in Green Bay.

WHAT'S THE DEAL WITH OUR FUNDING?

The Commission is currently funded through a one time gift from the excess stadium tax fund. Imagine this fund as a bucket, when the GBPAC was formed the bucket was filled. As we grow and award grants and provide stipends for artists our bucket is slowly being drawn from. It is through the generosity of the local community that we will be able to replenish and refill our bucket. Though we are part of the local government, we receive no funds from taxes.

To put on our programs and maintain our efforts it costs roughly \$50,000 a year. Our fundraising efforts will not only maintain our current programs, but help expand them and even add additional programming in the future.

WHY SHOULD YOU SUPPORT US?

By choosing to support the Green Bay Public Arts Commission you are helping to secure our continued work and programming. Whatever amount you are able to donate will assist in helping nurture our creative community and build the City of Green Bay into an arts destination.

Find us on Facebook!: @CGBCED

To learn more about our programs visit our website at: <http://greenbaywi.gov/pac/>

If you have questions or would like to learn more, please contact Public Arts Coordinator, Laura Schley at laurasc@greenbaywi.gov



Report to the
Sustainability Commission
of the City of Green Bay

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # U.I.

To refer to staff to "Develop a plan for Green Bay to offset its total municipal energy use through the use of renewable energy installations on city property. This should include energy used by city buildings, street lights, transportation and other areas."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Join Wisconsin's Most Innovative Counties and Municipalities

The Green Tier-Legacy Communities is a network focused on advancing sustainable practices. The mission of the Charter is to assist municipalities to move faster and to go further with their sustainability goals. Members work together to share information and work towards sustainable practices. The network allows for collaborating amongst communities where best management practices and new techniques are shared. The network also allows for some friendly competition where communities challenge themselves to become even greater environmental stewards.

Membership:

In the 5 plus years since the Charter was first developed, membership has grown to include many of Wisconsin's most innovative communities and counties. Members include:

- Cities: Appleton, Ashland, Bayfield, Eau Claire, Fitchburg, La Crosse, Monona, Middleton, New Richmond, Oshkosh, Port Washington, Sheboygan, Stevens Point, Racine, Wauwatosa and Wisconsin Rapids;
- Villages: Bayside, Egg Harbor and Weston;
- Counties: Bayfield, Eau Claire, La Crosse and St. Croix County
- The Wisconsin Counties Association;
- 1000 Friends of Wisconsin;
- The League of Wisconsin Municipalities;
- Municipal Environmental Group – Wastewater;
- Center on Wisconsin Strategy;
- Wisconsin Energy Conservation Corporation;
- Wisconsin Department of Natural Resources.

Benefits:

Benefits of membership include access to NGO resources, a single point of contact within the DNR along with agency technical assistance, networking opportunities with municipalities and counties across the state, access to the monthly Sustainable Strategies Webinar Series for Municipal Professionals, use of the Green Tier Logo for promotional use, and additional points on grants¹. Here are some examples:

- Acknowledgement on certain Urban Forestry (UF) grants ranking process. Appendix E, page 26, table 3 describes the ranking criteria in the UF Grant application guide (<http://dnr.wi.gov/topic/UrbanForests/grants/documents/RegularGrantAppGuide.pdf>)
- Bonus points for members in the Urban Nonpoint Source & Storm Water Management grant evaluation process. (applicant must affirmatively answer question 6 (proposed project implements a water quality recommendation from a locally approved resource management plan) <http://dnr.wi.gov/files/PDF/forms/8700/8700-299.pdf?p=q>
- Additional points awarded from the Wisconsin State Energy Office on the Municipal Energy Efficiency Technical Assistance Program (MEETAP) grants process. <http://www.stateenergyoffice.wi.gov/section.asp?linkid=1844&locid=160>

ⁱ Not all members will be eligible for all incentives

Join Wisconsin's Most Innovative Counties and Municipalities

Requirements:

There are a few steps that a municipality or county need to do to join Legacy Communities. Those steps include:

- Resolution with their city council or county board expressing intent to become a Legacy Community;
- develop a baseline assessment, using the Green Tier Legacy Communities Charter's Best Management Practices (Appendix 3 Sustainability Strategies Matrix),
- Commit to submitting an annual report to document accomplishments, hurdles and address future goals. To see examples please go to:

<http://greentiercommunities.org/links/non-profit-annual-reports/>



Legacy Community Representatives on a Tour of Ashland

Governance:

Governance decisions and direction are set by all of the Charter participants where each signator is given an equal vote. Governance of the Charter is directed through quarterly Member's Meetings. These meetings are rotated around the state; hosted by participating Legacy Communities.

Current Activities:

Per our member's direction, task forces have been created to focus on specific issues, strategies and opportunities. Current topics include:

- Healthy Communities – Holistically addresses the health of communities by looking at factors like city planning, infrastructure, food accessibility, resource allocation and building/leveraging relations with health care providers.
- Energy – Working to better benchmark energy use, promote Property Assessed Clean Energy Financing projects (www.pacewi.org), prioritize investments, promote efficient but low-cost strategies and develop guidance to incorporate sustainable practices into capital investments.

The Green Tier Legacy Communities Charter provides opportunities for face-to-face engagement, technical sessions and resource sharing; municipalities and counties work to foster superior environmental performance – and maybe a few bragging rights. For more information on the Green Tier Legacy Communities, please contact Will Erikson, at 608-267-3763 or by email at

William.Erikson@Wisconsin.Gov

The links to the Legacy Communities Charter websites below contain more details:

<http://dnr.wi.gov/topic/greentier/participants/legacycommunities.html>

&

<http://greentiercommunities.org/>



Green Tier: Uniquely Wisconsin





GREEN TIER

League of Wisconsin
Municipalities
Gail Wilson

Wisconsin Energy
Conservation Corporation
Rory Schuster

Center on Wisconsin
Strategy & UW-Madison
Sonia Rhoads-Corway

City of Bayfield
Mayor Larry MacDonald

Village of Weston
Fred Schuster
Village President

City of Appleton
Mayor Tim Hanna

Green Tier Legacy Communities





Charter Partners



Governance





Benefits of belonging to GTLC

- Direct access to DNR expertise and technical assistance
- Potential to receive discretionary funding and preference in awarding DNR grants
- Joint efforts on grant applications
- Creates a forum to be recognized for achievements in sustainability
- Provides collaboration and information networking with peer cities, villages, towns and counties
- Access to expertise, advice, support of participating NGOs.
- Webinars intended for Municipal Professionals



What are the costs of belonging to GTLC?

- **FREE!**
- Commitment
 - Adopt a Resolution
 - Baseline Assessment
 - Annual Reporting
 - Engaging with the network



What is a community signing the GTL Charter agreeing to?

- Develop a sustainability implementation and monitoring plan that specifies the goals, policies and actions the municipality has set for the charter.
- Engage the public in implementing the goals.
- Identify and act upon local environmental priorities consistent with the Charter.
- Share information and strategies used to advance the Charter's goals with other communities that signed the Charter.
- File an annual report on the progress made in achieving the municipality's sustainability goals.
- Being Engaged!



Max. Score	 GREEN TIER	Sustainability Strategies Scoresheet						
		     						
5	Require large employers seeking rezoning to provide subsidized transit.	0	0	0	0	0	0	
5	Require large employers seeking rezoning to provide a TDM plan that would reduce trips by 20 percent over business as usual.	0	0	0	0	0	0	
	Traffic Volume							
3	Track VMT or traffic counts and report on efforts at reduction (including those on this list).	0	0	0	0	0	0	
3	Eliminate parking minimums from non-residential districts.	0	0	0	0	0	0	
5	Set parking maximums at X per square feet for office and retail uses.	0	0	0	0	0	0	
5	Scheduled transit service at basic level (hour peak service within half-mile of 50 percent of addresses).	0	0	0	0	0	0	
10	Scheduled transit service at enhanced level (half-hour peak service within 75 percent of addresses).	0	0	0	0	0	0	
	TRANSPORTATION SYSTEM MANAGEMENT Transportation system management strategies aim to reduce GHG emissions and VMT by improving the overall performance of a transportation system. These strategies improve existing infrastructure, introduce new technology, and plan for the future of the system.							
	Preservation and Improvement							
3	Develop and fully fund comprehensive maintenance program for existing roads.	0	0	0	0	0	0	
5	Charge impact fees for new roads.	0	0	0	0	0	0	
5	Calculate lane-miles per capita for arterials and collectors, and show reductions	0	0	0	0	0	0	
5	Prepare a plan identifying disconnections in bike and pedestrian networks, prioritizing fixes and identifying potential funding sources for the most important projects.	0	0	0	0	0	0	
5	Any proposal to add lanes to a two-lane roadway shall be evaluated for a center turn lane, the preferred option over an expansion to four lanes.	0	0	0	0	0	0	
3	Identify four-lane roadways with fewer than 20,000 vehicles per day (AADT) and evaluate them for "road diets" with bike lanes or on-street parking	0	0	0	0	0	0	
	Electric Vehicles							
10	Electric vehicles in gov't fleets - 2% of fleet=5 points, 5% of fleet=10 points.	0	0	0	0	0	0	
	Allow NEVs on appropriate roadways	0	0	0	0	0	0	

Community
County
+



Legacy Communities - a Green Tier Charter

Positioning Wisconsin Communities for the future

HOME ABOUT LEGACY COMMUNITIES SUSTAINABLE STRATEGIES PROCESSES & BENEFITS RESOURCES CONTACT US Q

La Crosse County

La Crosse County has adopted the resolution to become a Green Tier Legacy Community!

GREAT RIVER
STATE TRAIL
PARKING

TRAIL
PARKING
ONLY

The GreenTier Legacy Communities Charter is a unique partnership between Wisconsin communities, non-profit organizations, and state agencies. We work together to assist communities in developing and implementing sustainability measures. Under the Charter, municipalities take actions and share information to achieve superior environmental stewardship by focusing on water resources management and/or sustainability practices. By collaborating, communities are able to move further, faster, toward reaching their sustainability goals.

<http://greentiercommunities.org>

How to use the Members Only Area

Friday, March 24, 2017 8:54 AM



Members Area

Username:

Password:

☐ Keep me signed in

Forums:

Come back to this screen anytime to search the forum. Please note - you will only be able to pull up searched items if you are logged in. This is a private Forum.

WordPress.com powered by the GreenTier Charter

Username or Email Address:

Password:

☐ Remember Me

[Lost your password?](#)

[Back to Legacy Communities - a Greentier Charter](#)

If you forget your password, you can click on Lost your password and it will be emailed to the person in your community/org who is set up as the user.



CUSTOMER CONSENT FORM

CEUD

PAGE 1

MI | MN | ND | NM | SD | TX | WI

Consent form instructions for the entity requesting Customer Energy Usage Data: The requesting entity is authorizing from any Xcel Energy customer for the release of that Customer's Energy Usage Data to the entity. populate the form by providing all of the information specified in the instructions and appropriately marking all app must provide the completed form for signature to the Xcel Energy customer whose information the entity is seek

The entity requesting Customer Energy Usage Data must provide the following information prior to providing the form to the customer for signature (refer to the corresponding file

- (1) Specify requesting entity's details, including the name of the person the customer may contact with question
- (2) Describe the purpose(s) of the proposed use of Customer Energy Usage Data. The description must be detail inform the customer and Xcel Energy of the purposes for which the data will be used.
- (3) Identify details about the information you are requesting by populating the type of service, the interval and the Customer Energy
- (4) Specify the date
- (5) Provide the full s

If any of this info by Xcel Energy.

Third-Party Notification and Authorization Form

This form is used to authorize a third party to receive billing notifications and/or discuss or access a customer's account information including billing and payments. Third-party notifications do not expire. Written third-party authorizations are valid up to two years. The customer may only choose one authorized third party for a specific time period. Either party may cancel the third-party notification and/or authorization at any time. Please allow three business days from the date we receive the form to process your request.

Customer information (customer requesting third-party authorization)

Customer name: _____
Service address: _____
City: _____ State: _____ ZIP: _____
Phone number: _____
Mailing address (if different than above): _____
City: _____ State: _____ ZIP: _____
We Energies account number (required): _____



Authorization to Release Information

To authorize a third party to receive information regarding the following Alliant Energy utility account, please complete the form below and return it to 4902 N Hillcrest Ln, Madison WI 53718 or fax to 608-658-0100. This request will not be accepted without the signature of both the customer and the third party.

Alliant Energy
Customer Name: _____

Address: _____

State: _____ Zip: _____



number: _____

sent from above:

State: _____ Zip: _____

relation to share my account information with the person name below,

<http://www.pacewi.org/>

[Home](#)[About Us](#)[Property Owners](#)[Local Governments](#)[Lenders](#)[Contractors](#)[Project Center](#)

Is your community
participating?



PROPERTY OWNERS



LOCAL GOVERNMENT



LENDERS



CONTRACTORS



Member Counties

- | | | | |
|-----------------------|-------------|-----------------------|------------|
| ☐ | Ashland | ☐ | Marathon |
| ☐ | Bayfield | ☐ | Outagamie |
| ☐ | Brown | ☐ | Ozaukee |
| ☐ | Chippewa | ☐ | Portage |
| ☐ | Dane | ☐ | Racine |
| ☐ | Door | ☐ | Rusk |
| ☐ | Douglas | ☐ | Sauk |
| ☐ | Dunn | ☐ | Shawano |
| ☐ | Eau Claire | ☐ | Sheboygan |
| ☐ | Fond du Lac | ☐ | St. Croix |
| ☐ | Iowa | ☐ | Washington |
| ☐ | Jefferson | ☐ | Waukesha |
| ☐ | Kenosha | ☐ | Waupaca |
| ☐ | La Crosse | ☐ | Winnebago |
| ☐ | Manitowoc | ☐ | Wood |

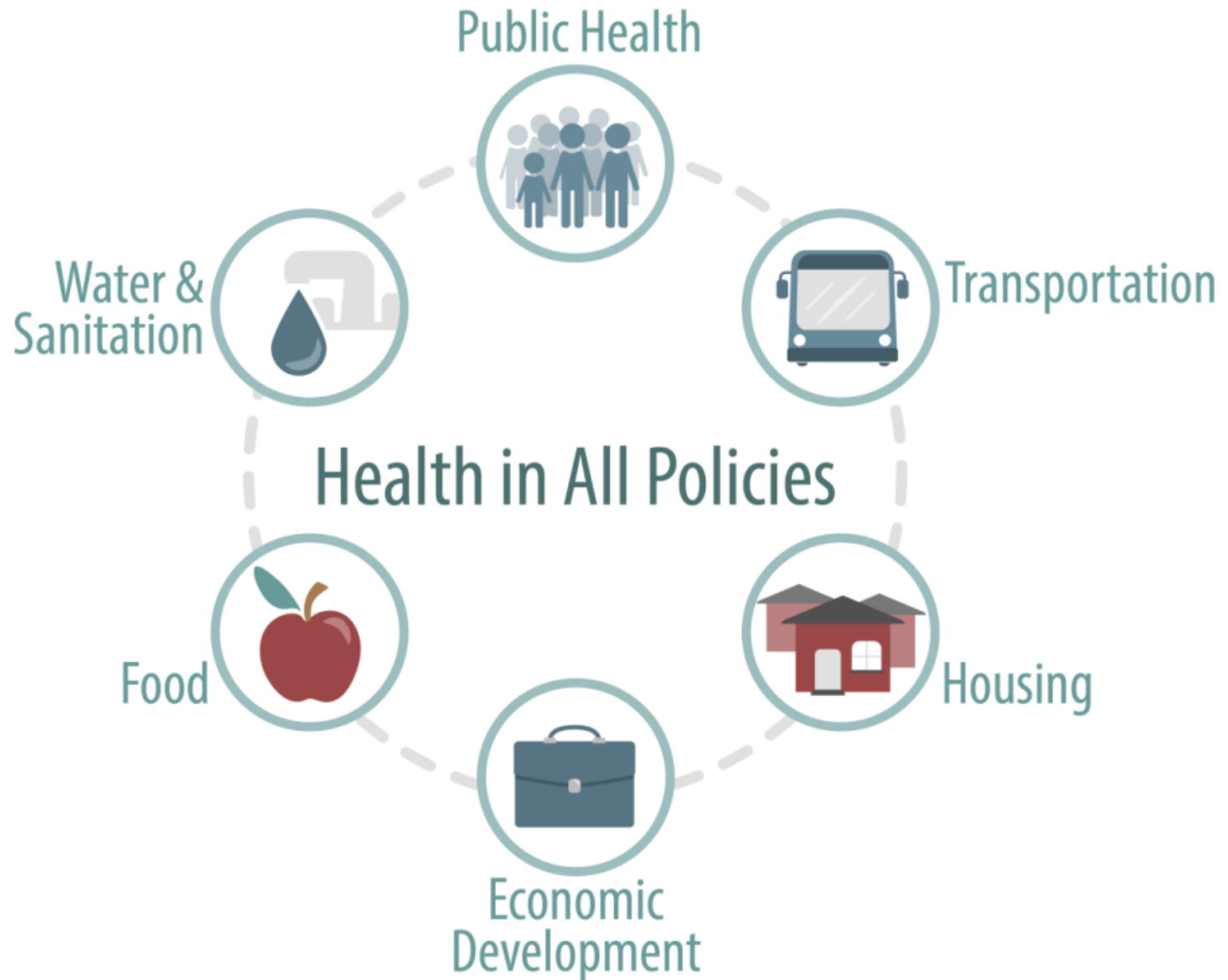
WI PACE Commission Status

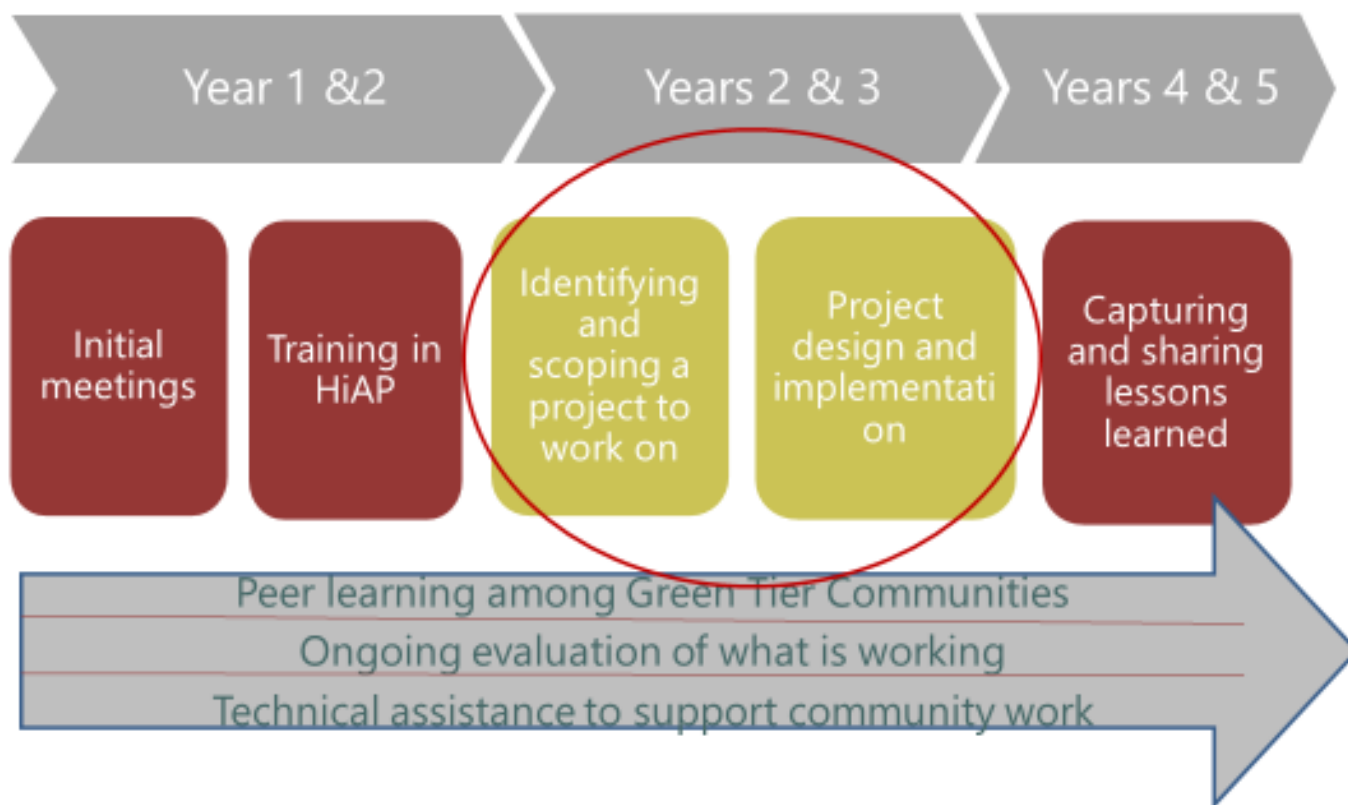




Partnership







Power of Partnerships

1000 Friends of Wisconsin

WDNR

Center on Wisconsin Strategy

League of WI Municipalities

Municipal Environmental Group

WI Counties Association

WI Energy Conservation Corp.

Academic Partners

Applied Population Laboratory

Global Health Institute

Institute for Research on Poverty

Morgridge Center for Public

Service

Nelson Institute

Population Health Institute

UW-Extension

Urban and Regional Planning

WI Center for Education Training



<http://greentiercommunities.org/legacy-community-alliance-for-health/>

Sustainable Strategies Webinar Series: Webinars for Wisconsin's Municipal Professionals

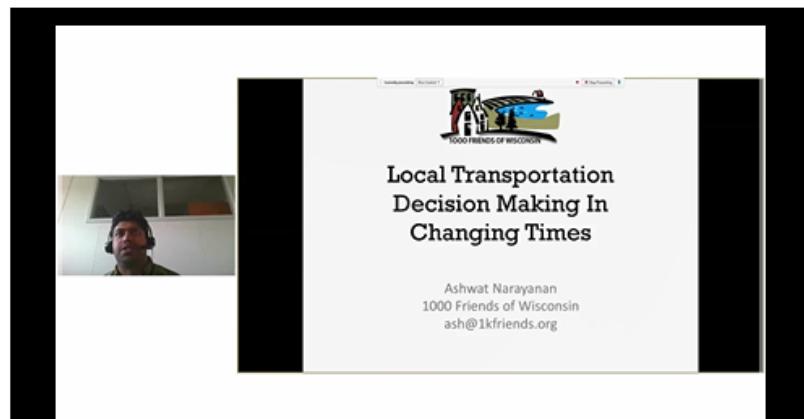


The Sustainable Strategies Webinar Series is a free monthly webinar series for Municipal professionals. Join us every third Thursday from 12pm-1pm for presentations on timely sustainability topics. The Sustainable Strategies Webinar Series is produced by the Wisconsin Green Tier Legacy Communities and the Wisconsin Counties Association. Support is provided by UW-Extension's Regional Natural Resources Education Program and the Wisconsin Department of Natural Resources.

- [Wisconsin Legacy Communities](#)
- [Wisconsin Counties Association](#)
- [University of Wisconsin-Extension](#)

Don't miss a webinar!

You can easily [register](#) for the next webinar.



Green Tier

Apply

to become a Green Tier participant.

Related links

- [Participants and applicants](#)
- [1000 Friends of Wisconsin Legacy Communities \[exit DNR\]](#)
- [League of Wis. Municipalities Legacy Communities \[exit DNR\]](#)
- [League of Wisconsin Municipalities \[exit DNR\]](#)

Public comment periods

[Public comment opportunities](#) are available for the following applicants.

- Chart Energy & Chemicals, Inc.

DNR contact

[Laurel Sukup](#)
101 S Webster St - OB/7
PO Box 7921
Madison WI 53707-7921
608-267-6817
Cell 608-381-3176
Fax 608-267-9305

<http://dnr.wi.gov/topic/GreenTier/Participants/LegacyWebinars.html>

Thank you for your work in...



Building a Culture of Sustainability





The Power of Partnerships



*Greetings
from*

WISCONSIN



The Badger State

State Flower
VIOLET



State Bird
ROBIN



Will Erikson
Business Support and Sustainability
Green Tier

608-267-3763 | William.Erikson@wisconsin.gov

<http://dnr.wi.gov/topic/greentier/>





Join Wisconsin's Most Innovative Counties and Municipalities

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Membership:

In the 5 plus years since the Charter was first developed, membership has grown to include many of Wisconsin's most innovative communities and counties. Members include:

- Cities: Appleton, Ashland, Bayfield, Eau Claire, Fitchburg, La Crosse, Monona, Middleton, New Richmond, Oshkosh, Port Washington, Sheboygan, Stevens Point, Racine, Wauwatosa and Wisconsin Rapids;
- Villages: Bayside, Egg Harbor and Weston;
- Counties: Bayfield, Eau Claire, La Crosse and St. Croix County
- The Wisconsin Counties Association;
- 1000 Friends of Wisconsin;
- The League of Wisconsin Municipalities;
- Municipal Environmental Group – Wastewater;
- Center on Wisconsin Strategy;
- Wisconsin Energy Conservation Corporation;
- Wisconsin Department of Natural Resources.

Benefits:

Benefits of membership include access to NGO resources, a single point of contact within the DNR along with agency technical assistance, networking opportunities with municipalities and counties across the state, access to the monthly Sustainable Strategies Webinar Series for Municipal Professionals, use of the Green Tier Logo for promotional use, and additional points on grants¹. Here are some examples:

- Acknowledgement on certain Urban Forestry (UF) grants ranking process. Appendix E, page 26, table 3 describes the ranking criteria in the UF Grant application guide (<http://dnr.wi.gov/topic/UrbanForests/grants/documents/RegularGrantAppGuide.pdf>)
- Bonus points for members in the Urban Nonpoint Source & Storm Water Management grant evaluation process. (applicant must affirmatively answer question 6 (proposed project implements a water quality recommendation from a locally approved resource management plan) <http://dnr.wi.gov/files/PDF/forms/8700/8700-299.pdf?p=q>
- Additional points awarded from the Wisconsin State Energy Office on the Municipal Energy Efficiency Technical Assistance Program (MEETAP) grants process. <http://www.stateenergyoffice.wi.gov/section.asp?linkid=1844&locid=160>

ⁱ Not all members will be eligible for all incentives

Join Wisconsin's Most Innovative Counties and Municipalities

Requirements:

There are a few steps that a municipality or county need to do to join Legacy Communities. Those steps include:

- Resolution with their city council or county board expressing intent to become a Legacy Community;
- develop a baseline assessment, using the Green Tier Legacy Communities Charter's Best Management Practices (Appendix 3 Sustainability Strategies Matrix),
- Commit to submitting an annual report to document accomplishments, hurdles and address future goals. To see examples please go to:

<http://greentiercommunities.org/links/non-profit-annual-reports/>



Legacy Community Representatives on a Tour of Ashland

Governance:

Governance decisions and direction are set by all of the Charter participants where each signator is given an equal vote. Governance of the Charter is directed through quarterly Member's Meetings. These meetings are rotated around the state; hosted by participating Legacy Communities.

Current Activities:

Per our member's direction, task forces have been created to focus on specific issues, strategies and opportunities. Current topics include:

- Healthy Communities – Holistically addresses the health of communities by looking at factors like city planning, infrastructure, food accessibility, resource allocation and building/leveraging relations with health care providers.
- Energy – Working to better benchmark energy use, promote Property Assessed Clean Energy Financing projects (www.pacewi.org), prioritize investments, promote efficient but low-cost strategies and develop guidance to incorporate sustainable practices into capital investments.

The Green Tier Legacy Communities Charter provides opportunities for face-to-face engagement, technical sessions and resource sharing; municipalities and counties work to foster superior environmental performance – and maybe a few bragging rights. For more information on the Green Tier Legacy Communities, please contact Will Erikson, at 608-267-3763 or by email at

William.Erikson@Wisconsin.Gov

The links to the Legacy Communities Charter websites below contain more details:

<http://dnr.wi.gov/topic/greentier/participants/legacycommunities.html>

&

<http://greentiercommunities.org/>



Green Tier: Uniquely Wisconsin





GREEN TIER

League of Wisconsin
Municipalities
Gail Wilson

Wisconsin Energy
Conservation Corporation
Rory Schuster

Center on Wisconsin
Strategy & UW-Madison
Sonia Rhoads-Corway

City of Bayfield
Mayor Larry MacDonald

Village of Weston
Fred Schuster
Village President

City of Appleton
Mayor Tim Hanna

Green Tier Legacy Communities





Charter Partners



Governance





Benefits of belonging to GTLC

- Direct access to DNR expertise and technical assistance
- Potential to receive discretionary funding and preference in awarding DNR grants
- Joint efforts on grant applications
- Creates a forum to be recognized for achievements in sustainability
- Provides collaboration and information networking with peer cities, villages, towns and counties
- Access to expertise, advice, support of participating NGOs.
- Webinars intended for Municipal Professionals



What are the costs of belonging to GTLC?

- **FREE!**
- Commitment
 - Adopt a Resolution
 - Baseline Assessment
 - Annual Reporting
 - Engaging with the network



What is a community signing the GTL Charter agreeing to?

- Develop a sustainability implementation and monitoring plan that specifies the goals, policies and actions the municipality has set for the charter.
- Engage the public in implementing the goals.
- Identify and act upon local environmental priorities consistent with the Charter.
- Share information and strategies used to advance the Charter's goals with other communities that signed the Charter.
- File an annual report on the progress made in achieving the municipality's sustainability goals.
- Being Engaged!



Max. Score	 GREEN TIER	Sustainability Strategies Scoresheet						
		     						
5	Require large employers seeking rezoning to provide subsidized transit.	0	0	0	0	0	0	
5	Require large employers seeking rezoning to provide a TDM plan that would reduce trips by 20 percent over business as usual.	0	0	0	0	0	0	
Traffic Volume								
3	Track VMT or traffic counts and report on efforts at reduction (including those on this list).	0	0	0	0	0	0	
3	Eliminate parking minimums from non-residential districts.	0	0	0	0	0	0	
5	Set parking maximums at X per square feet for office and retail uses.	0	0	0	0	0	0	
5	Scheduled transit service at basic level (hour peak service within half-mile of 50 percent of addresses).	0	0	0	0	0	0	
10	Scheduled transit service at enhanced level (half-hour peak service within 75 percent of addresses).	0	0	0	0	0	0	
TRANSPORTATION SYSTEM MANAGEMENT Transportation system management strategies aim to reduce GHG emissions and VMT by improving the overall performance of a transportation system. These strategies improve existing infrastructure, introduce new technology, and plan for the future of the system.								
Preservation and Improvement								
3	Develop and fully fund comprehensive maintenance program for existing roads.	0	0	0	0	0	0	
5	Charge impact fees for new roads.	0	0	0	0	0	0	
5	Calculate lane-miles per capita for arterials and collectors, and show reductions	0	0	0	0	0	0	
5	Prepare a plan identifying disconnections in bike and pedestrian networks, prioritizing fixes and identifying potential funding sources for the most important projects.	0	0	0	0	0	0	
5	Any proposal to add lanes to a two-lane roadway shall be evaluated for a center turn lane, the preferred option over an expansion to four lanes.	0	0	0	0	0	0	
3	Identify four-lane roadways with fewer than 20,000 vehicles per day (AADT) and evaluate them for "road diets" with bike lanes or on-street parking	0	0	0	0	0	0	
Electric Vehicles								
10	Electric vehicles in gov't fleets - 2% of fleet=5 points, 5% of fleet=10 points.	0	0	0	0	0	0	
	Allow NEVs on appropriate roadways	0	0	0	0	0	0	

Community
County
+



Legacy Communities - a Green Tier Charter

Positioning Wisconsin Communities for the future

HOME ABOUT LEGACY COMMUNITIES SUSTAINABLE STRATEGIES PROCESSES & BENEFITS RESOURCES CONTACT US Q

La Crosse County

La Crosse County has adopted the resolution to become a Green Tier Legacy Community!

GREAT RIVER
STATE TRAIL
PARKING

TRAIL
PARKING
ONLY

The GreenTier Legacy Communities Charter is a unique partnership between Wisconsin communities, non-profit organizations, and state agencies. We work together to assist communities in developing and implementing sustainability measures. Under the Charter, municipalities take actions and share information to achieve superior environmental stewardship by focusing on water resources management and/or sustainability practices. By collaborating, communities are able to move further, faster, toward reaching their sustainability goals.

<http://greentiercommunities.org>

How to use the Members Only Area

Friday, March 24, 2017 8:54 AM



Members Area

Username:

Password:

☐ Keep me signed in

Forums:

Come back to this screen anytime to search the forum. Please note - you will only be able to pull up searched items if you are logged in. This is a private Forum.

WordPress.com powered by the GreenTier Charter

Username or Email Address:

Password:

☐ Remember Me

Lost your password?

[Back to Legacy Communities - a Greentier Charter](#)

If you forget your password, you can click on Lost your password and it will be emailed to the person in your community/org who is set up as the user.



CUSTOMER CONSENT FORM

CEUD

PAGE 1

MI | MN | ND | NM | SD | TX | WI

Consent form instructions for the entity requesting Customer Energy Usage Data: The requesting entity is authorizing from any Xcel Energy customer for the release of that Customer's Energy Usage Data to the entity. populate the form by providing all of the information specified in the instructions and appropriately marking all app must provide the completed form for signature to the Xcel Energy customer whose information the entity is seek

The entity requesting Customer Energy Usage Data must provide the following information prior to providing the form to the customer for signature (refer to the corresponding file

- (1) Specify requesting entity's details, including the name of the person the customer may contact with question
- (2) Describe the purpose(s) of the proposed use of Customer Energy Usage Data. The description must be detail inform the customer and Xcel Energy of the purposes for which the data will be used.
- (3) Identify details about the information you are requesting by populating the type of service, the interval and the Customer Energy
- (4) Specify the date
- (5) Provide the full s

If any of this info by Xcel Energy.

Third-Party Notification and Authorization Form

This form is used to authorize a third party to receive billing notifications and/or discuss or access a customer's account information including billing and payments. Third-party notifications do not expire. Written third-party authorizations are valid up to two years. The customer may only choose one authorized third party for a specific time period. Either party may cancel the third-party notification and/or authorization at any time. Please allow three business days from the date we receive the form to process your request.

Customer information (customer requesting third-party authorization)

Customer name: _____
Service address: _____
City: _____ State: _____ ZIP: _____
Phone number: _____
Mailing address (if different than above): _____
City: _____ State: _____ ZIP: _____
We Energies account number (required): _____



Authorization to Release Information

To authorize a third party to receive information regarding the following Alliant Energy utility account, please complete the form below and return it to 4902 N Hillcrest Ln, Madison WI 53718 or fax to 608-658-0100. This request will not be accepted without the signature of both the customer and the third party.

Alliant Energy
Customer Name: _____

Address: _____

State: _____ Zip: _____



number: _____

sent from above:

State: _____ Zip: _____

relation to share my account information with the person name below,

<http://www.pacewi.org/>

[Home](#)[About Us](#)[Property Owners](#)[Local Governments](#)[Lenders](#)[Contractors](#)[Project Center](#)

Is your community
participating?



PROPERTY OWNERS



LOCAL GOVERNMENT



LENDERS



CONTRACTORS



Member Counties

- | | |
|---------------|--------------|
| ○ Ashland | ○ Marathon |
| ○ Bayfield | ○ Outagamie |
| ○ Brown | ○ Ozaukee |
| ○ Chippewa | ○ Portage |
| ○ Dane | ○ Racine |
| ○ Door | ○ Rusk |
| ○ Douglas | ○ Sauk |
| ○ Dunn | ○ Shawano |
| ○ Eau Claire | ○ Sheboygan |
| ○ Fond du Lac | ○ St. Croix |
| ○ Iowa | ○ Washington |
| ○ Jefferson | ○ Waukesha |
| ○ Kenosha | ○ Waupaca |
| ○ La Crosse | ○ Winnebago |
| ○ Manitowoc | ○ Wood |

WI PACE Commission Status

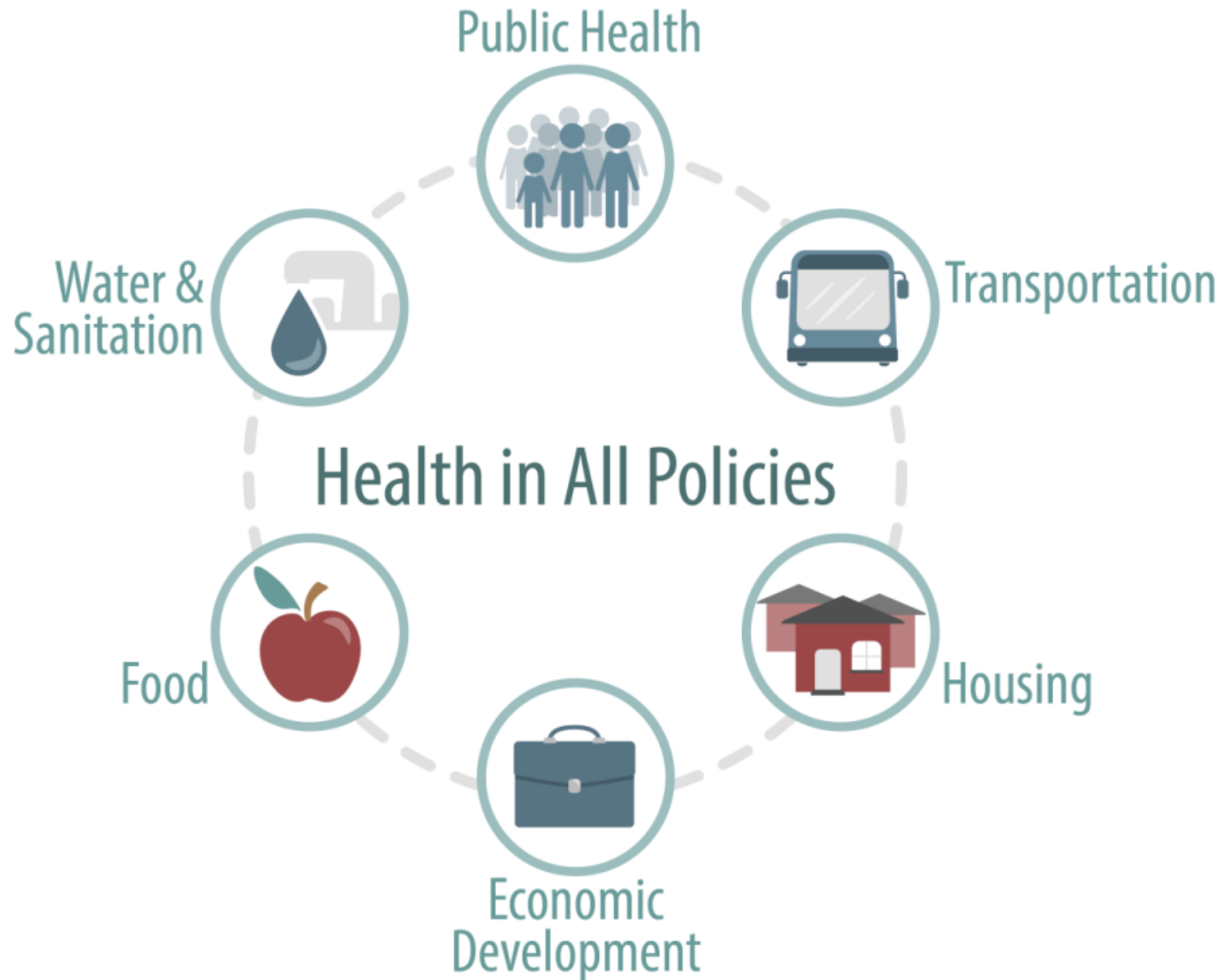
- Adopted
- Potential

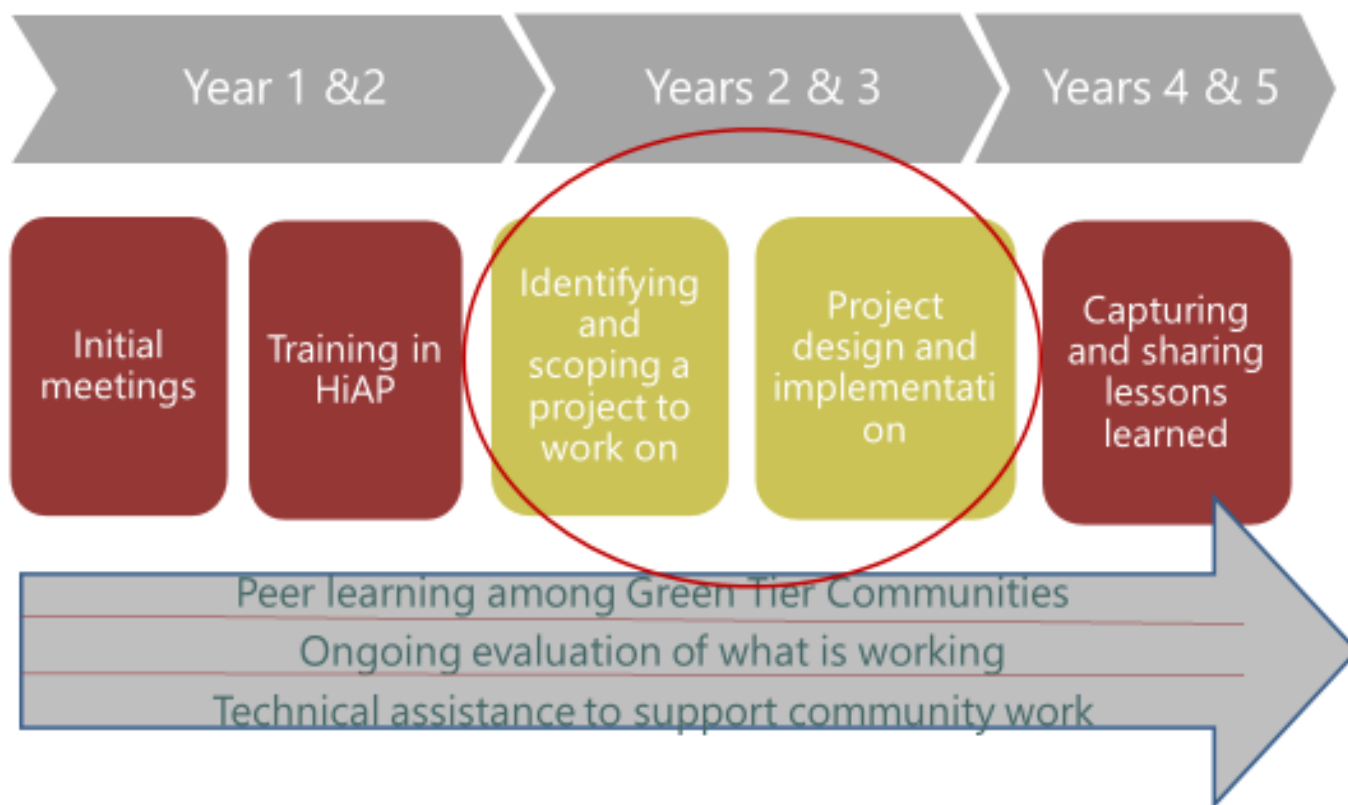




Partnership







Power of Partnerships

1000 Friends of Wisconsin

WDNR

Center on Wisconsin Strategy

League of WI Municipalities

Municipal Environmental Group

WI Counties Association

WI Energy Conservation Corp.

Academic Partners

Applied Population Laboratory

Global Health Institute

Institute for Research on Poverty

Morgridge Center for Public

Service

Nelson Institute

Population Health Institute

UW-Extension

Urban and Regional Planning

WI Center for Education Training



Population Health Institute's Paula Tran Inzeo



<http://greentiercommunities.org/legacy-community-alliance-for-health/>

Sustainable Strategies Webinar Series: Webinars for Wisconsin's Municipal Professionals

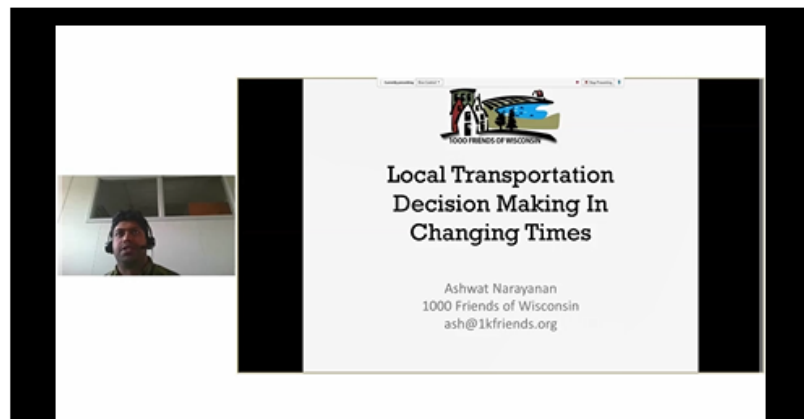


The Sustainable Strategies Webinar Series is a free monthly webinar series for Municipal professionals. Join us every third Thursday from 12pm-1pm for presentations on timely sustainability topics. The Sustainable Strategies Webinar Series is produced by the Wisconsin Green Tier Legacy Communities and the Wisconsin Counties Association. Support is provided by UW-Extension's Regional Natural Resources Education Program and the Wisconsin Department of Natural Resources.

- [Wisconsin Legacy Communities](#)
- [Wisconsin Counties Association](#)
- [University of Wisconsin-Extension](#)

Don't miss a webinar!

You can easily [register](#) for the next webinar.



Green Tier

Apply

to become a Green Tier participant.

Related links

- [Participants and applicants](#)
- [1000 Friends of Wisconsin Legacy Communities \[exit DNR\]](#)
- [League of Wis. Municipalities Legacy Communities \[exit DNR\]](#)
- [League of Wisconsin Municipalities \[exit DNR\]](#)

Public comment periods

[Public comment opportunities](#) are available for the following applicants.

- Chart Energy & Chemicals, Inc.

DNR contact

[Laurel Sukup](#)
101 S Webster St - OB/7
PO Box 7921
Madison WI 53707-7921
608-267-6817
Cell 608-381-3176
Fax 608-267-9305

<http://dnr.wi.gov/topic/GreenTier/Participants/LegacyWebinars.html>

Thank you for your work in...



Building a Culture of Sustainability





The Power of Partnerships



*Greetings
from*

WISCONSIN



The Badger State

State Flower
VIOLET



State Bird
ROBIN



Will Erikson
Business Support and Sustainability
Green Tier

608-267-3763 | William.Erikson@wisconsin.gov

<http://dnr.wi.gov/topic/greentier/>



Statement re Code of Conduct Complaint

In January, 2018, as an Alder on the Green Bay City Council, I filed a Code of Conduct complaint with the Ethics Board. This complaint addressed several incidents of inappropriate behavior by Guy Zima, who was at that time an Alder.

My stated goal for filing the Code of Conduct complaint was to end the inappropriate behaviors of an elected official. The Alder named in the complaint is no longer an alderperson nor is he an elected official of any kind. He is a private citizen. The code of conduct under which the City Council of Green Bay operates, does not allow for complaints to be filed or to be heard against private citizens.

A written legal opinion, from an attorney hired to represent the Ethics Board, as to whether or not the Ethics Board has jurisdiction to proceed on the complaint now that Mr. Guy Zima is no longer an elected official advises that the Ethics Board should decline to hear a complaint matter where the respondent is no longer in office.

As a result of the current city attorney being named in the complaint, the city has had to expend funds to hire an outside attorney to advise the Ethics Board. By the action of the City Council, the Ethics Board was directed to hear the complaint despite the attorney's legal opinion. I believe it is irresponsible to expend any more of the taxpayers' money in pursuit of this complaint.

Based on the written and published legal opinion and my fiscal responsibility to the taxpayers, I am withdrawing the complaint.

Barbara Dorff, Alderperson, City of Green Bay 9/23/2018

Barbara Dorff 9/25/2018



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

See Instructions on page 2.

County Name Brown		County Code Number 05	Report for Month/Year 10/2018	
Municipal Name (Indicate if Town, Village or City) Green Bay Municipal Court		Municipal Code Number 231	Telephone Number (920) 4483131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be Sent to State
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	89,889.51	100% 89,889.51		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	31,429.11	100% of amount in excess of \$5.00 for each forfeiture 27,157.34		\$5.00 for each forfeiture 4,271.77
3. Penalty Surcharges (s. 757.05, Stats.)	22,319.67			100% 22,319.67
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	8,549.41		100% 8,549.41	
5. Driver Improvement Surcharges (s. 346.655, Stats.)	9,406.08		50.3% 4,951.49	49.7% 4,454.59
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	10,856.07			100% 10,856.07
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)				100%
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))		\$150 for each forfeiture		100% of amount in excess of \$150.00
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	800.00		100% 800.00	
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s. 813.125, Stats.)				100%
11. Safe Ride Program (s. 85.55, Stats.)	1,003.70			100% 1,003.70
12. Adjustments (Attach Breakdown using Municipal Court Monthly Financial Reporting Lines)	-72.26	-44.00	-10.00	-18.26
13. Totals	174,181.29	117,002.85	14,290.90	Pay This Amount 42,887.54

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures court costs and surcharges collected during the month designated.

Name: Neil Basten

Signature: *Neil Basten*

Date: 11/1/2018

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying a copy of this report will be returned to the signer of this report as a receipt and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: *Paul R. Manley*

Date: 11/5/18

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:

Telephone Number

Email Address

Neil Basten

(920) 4483131

neilba@greenbaywi.gov



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

November 01, 2018

State of Wisconsin
Court Fines and Assessments
Box 93304
Milwaukee, WI 53293-0304

Please be advised of the following adjustments in this report for the month of October, 2018
Adjustments are broken down as follows:

CC-M	Court Cost Muni	(\$	33.00)	✓
CC-S	Court Cost State	(\$	5.00)	✓
DRG	Drug Fee	(\$	13.00)	✓
FINE	Forfeiture	(\$	11.00)	✓
JAIL	Jail Assmt	(\$	10.00)	
PEN	Penalty Assmt	(\$	0.26)	✓
Total Adjustments:		(\$	72.26)	

Sincerely,

Neil Basten

MUNICIPAL COURT OFFICIAL
Green Bay Municipal Court

**RESOLUTION AUTHORIZING
RELEASE OF DRAINAGE EASEMENT FOR
1208 WOLVERINE COURT
(ED 18-01)**

December 4, 2018

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting a portion of a drainage easement be discontinued at 1208 Wolverine Court.

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such discontinuance subject to the following condition:

1. The discontinuance is limited to the easterly 10 feet. The westerly 20 feet shall be retained as Drainage Easement.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Easement Discontinuance 18-01 and the recommendation of the Plan Commission on November 26, 2018, the City of Green Bay does authorize the requested easement discontinuance for the following parcel located along Wolverine Court:

Tax Parcel: 21-7375

Adopted _____

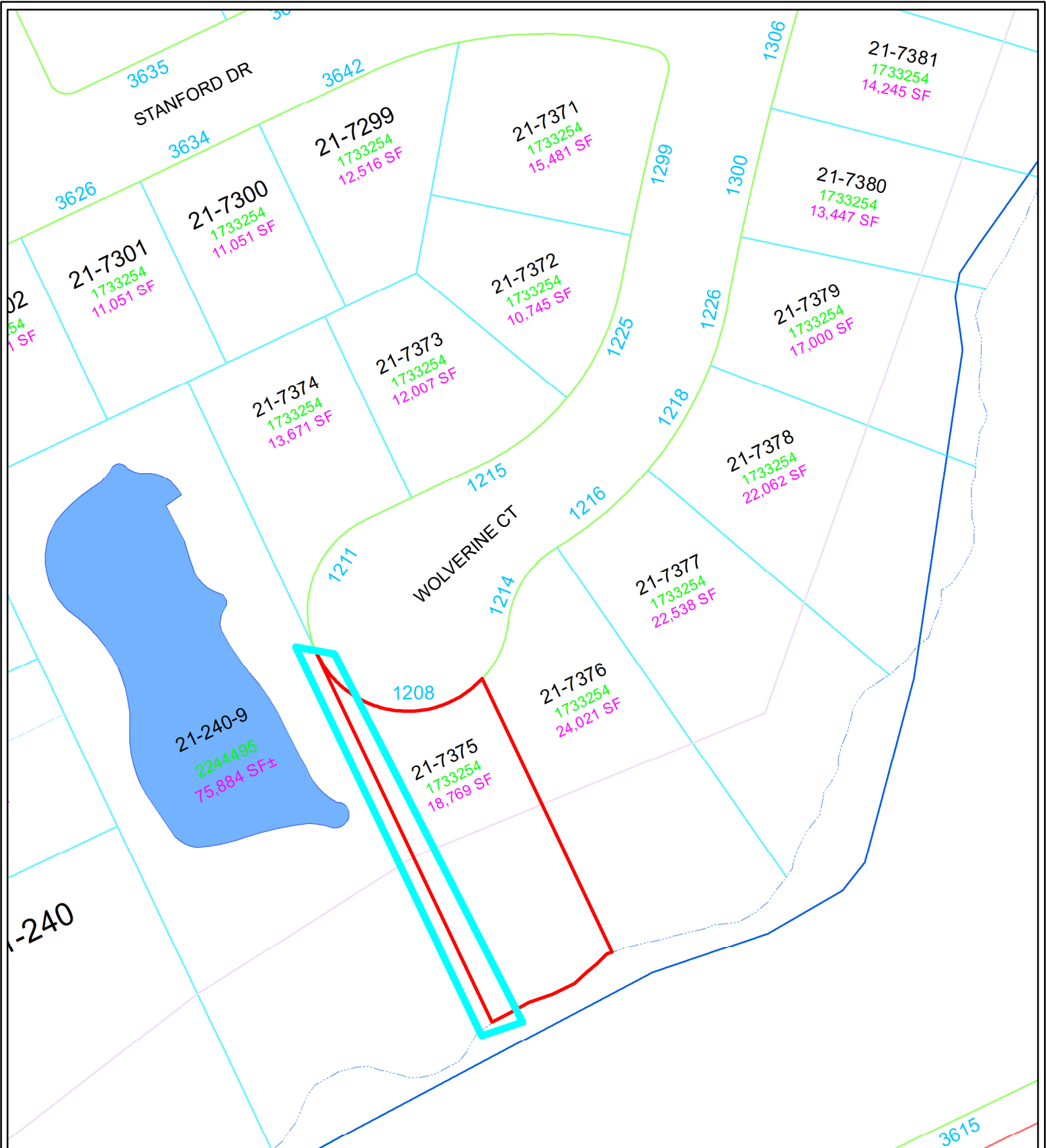
Approved _____

Mayor

Clerk

KKJ

Attachment – Legal Description and Map



Easement Discontinuance (ED 18-01)
Request to discontinue an easement
located along Wolverine Court

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. 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

0 50 100 200 Feet

 Subject Property
 Easement Area



DESCRIPTION OF EASEMENT DISCONTINUANCE REQUEST
ALONG WOLVERINE COURT (ED 18-01)

The easterly 10.0 feet of the westerly 30.0 feet of Lot 45, University Highlands II (as recorded in Volume 21 of Plats, Page 271 as Document Number 1897633), City of Green Bay, Brown County, Wisconsin.

Part of tax parcel number 21-7375.

**RESOLUTION REGARDING VACATION
OF AN UNIMPROVED PORTION OF RIGHT-OF-WAY
NORTH OF DECKNER AVENUE
(SV 18-03)**

December 4, 2018

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of an unimproved portion of right-of-way north of Deckner Avenue, as depicted on the attached map; and

WHEREAS, the public interest may require that the aforesaid street be abandoned, vacated, and discontinued; and

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance subject to the following conditions:

1. Wisconsin Public Service does not require an easement for the light pole facilities in this area as long as they can have access to the property to maintain/replace the facilities. If the vacation of the street prevents WPS from maintaining or replacing the facilities, they will be removed.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that an unimproved portion of right-of-way north of Deckner Avenue, be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on January 15, 2019, at 6:00 P.M. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the portion of the street sought to be abandoned, vacated, and discontinued at least 30 days before such hearing, and that notice of such hearing be published in the official newspaper of the City of Green Bay once a week for three successive weeks before the date of hearing.

BE IT FURTHER RESOLVED that the City Attorney, upon adoption of this resolution, cause a lis pendens to be prepared and filed with the Register of Deeds for Brown County, Wisconsin, pursuant to §840.11, Wis. Stats.

Adopted _____

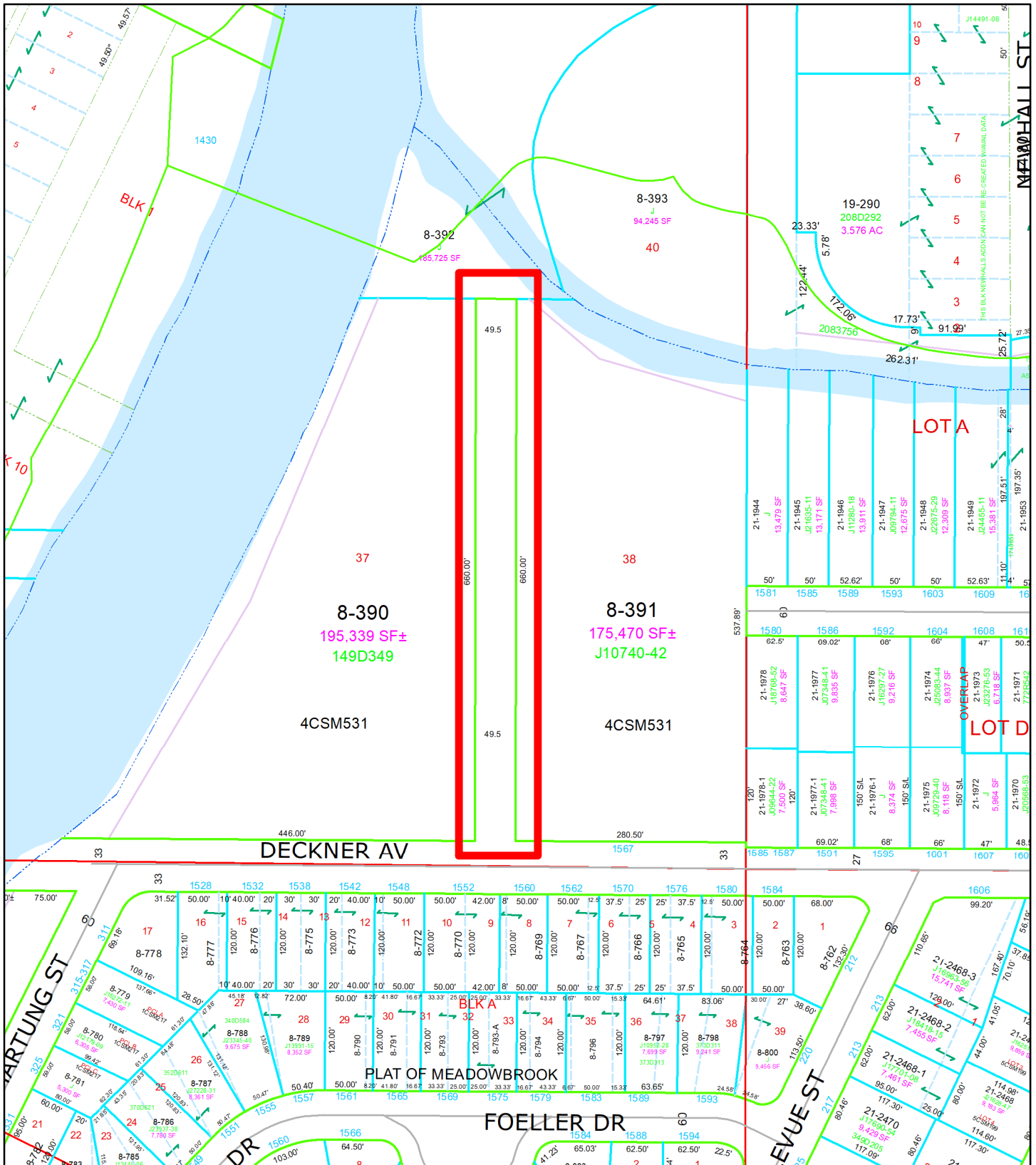
Approved _____

Mayor

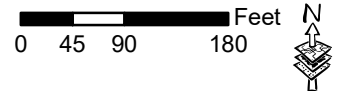
Clerk

KKJ

Attachments (legal description and map)



**(SV 18-03) Street Vacation
Right-of-Way near Deckner Avenue
by Sullivan Elementary**



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH October 2018
31 Oct 2018 X:\Planning\City\DATA_GIS\CityActions\ST_VACSV 18-.mxd

Proposed Vacation Areas



Point of Beginning

**For: Street as platted in Newberry's Addition to the City of Green Bay
(TO BE VACATED)**

Legal Description

Being all of an unnamed street as platted between Lots 37 and 38 of Newberry's Addition to the City of Green Bay, Subdivision No. 2, also being a part of Certified Survey Map No. 1256, all being located in the Government Lot 3 of Section 31, Township 24 North, Range 21 East, City of Green Bay, East side of Fox River, Brown County, Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of Section 31, Township 24 North, Range 21 East;
Thence N 00°05'53"E along the East line of said Section 31, 33.12 feet to the Southeast corner of Lot 38 of Newberry's Addition to the City of Green Bay, said point being on the North right-of-way line of Deckner Avenue;
Thence N 89°38'41"W along the South line of said Lot 38 and said North right-of-way line, 280.67 feet to the Southwest corner of said Lot 38 and the point of beginning (POB) of the parcel to be described;
Thence N 89°38'41"W along said North right-of-way line of Deckner Avenue, 49.50 feet to the Southeast corner of Lot 37 of said Newberry's Addition;
Thence N 00°05'53"E along the East line of said Lot 37, 660.02 feet to the Northeast corner thereof;
Thence S 89°40'58"E, 49.50 feet to the Northwest corner of Lot 38 of said Newberry's Addition;
Thence S 00°05'53"W along the West line of said Lot 38, 660.06 feet to the point of beginning.

Containing: 32,672 Square Feet – 0.750 Acres

**RESOLUTION AUTHORIZING
A VARIANCE FROM SECTION 14.724,
SUBDIVISION AND PLATTING, GREEN BAY MUNICIPAL CODE,
TO ALLOW FOR A LOT TO BE CREATED SMALLER THAN THE
ALLOWED SQUARE FOOTAGE AT 1717 MORROW STREET
(VR 18-03)**

December 4, 2018

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

WHEREAS, a request has been filed with the Common Council requesting a subdivision variance at 1717 Morrow Street for a lot to be created smaller than the allowed square footage.

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such discontinuance subject to the following condition:

1. The Certified Survey Map submitted to create these lots must reflect the dimensions as proposed in the application.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Variance Request 18-03 and the recommendation of the Plan Commission on November 26, 2018, the City of Green Bay does authorize a variance from Section 14.724, Subdivision and Platting, Green Bay Municipal Code, to allow for a lot to be created smaller than the allowed square footage for a parcel located on the following described property at 1717 Morrow Street:

PART OF NE1/4 SW1/4 SEC 32 T24N R21E & PART
OF LOTS 87 & 88 NEWBERRY'S SUBD #1 AS DESC IN
1588004 & PART DESC IN 259 D 206 (Tax Parcel Number
21-1201)

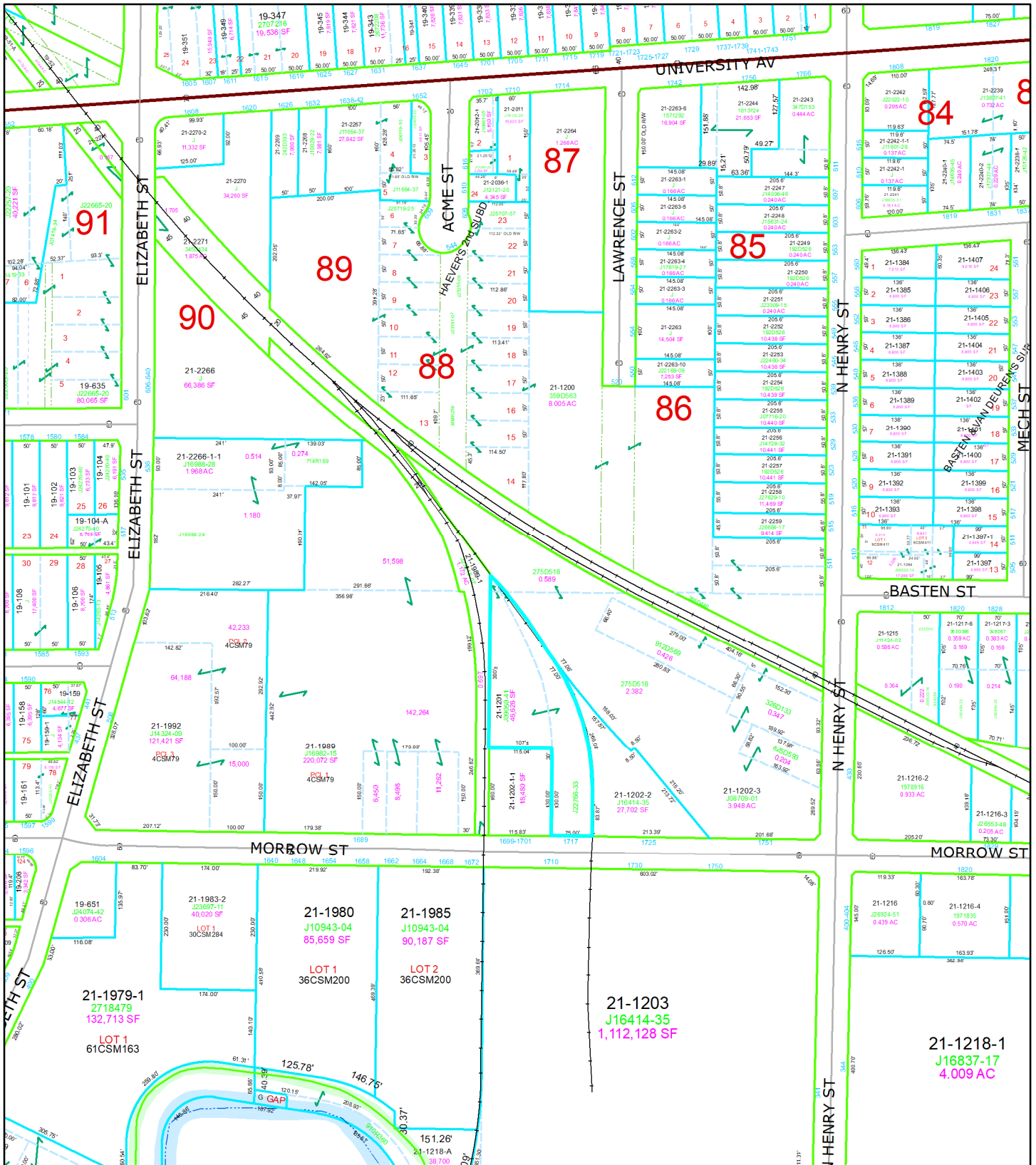
Adopted _____

Approved _____

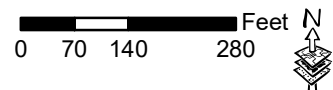
Mayor

Clerk

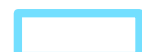
KKJ
Attachment – Map



VR 18-03, 1717 Morrow Street



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 11.20.18 20 Nov 2018 X:\Planning\City\DATA_GIS\CityActions\Variance_csm\VR 18-mxd

 Subject Property

**RESOLUTION AUTHORIZING
A VARIANCE FROM SECTION 14.727,
SUBDIVISION AND PLATTING,
GREEN BAY MUNICIPAL CODE,
TO ALLOW FOR THREE LOTS TO BE CREATED SMALLER THAN THE
ALLOWED STREET FRONTAGE ON BURNS AVENUE
(VR 18-04)**

DECEMBER 4, 2018

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

That, pursuant to Variance Request 18-04 and the recommendation of the Plan Commission on November 26, 2018, the City of Green Bay does authorize a variance from Section 14.724, Subdivision and Platting, Green Bay Municipal Code, to allow for three lots to be created smaller than the allowed street frontage for a parcel located on the following described property on Burns Avenue:

PCL 2 OF 3 CSM 601 BNG PRT OF TANKS SUBD OF PC
2-9W (Tax Parcel Number 6-153-E-1)

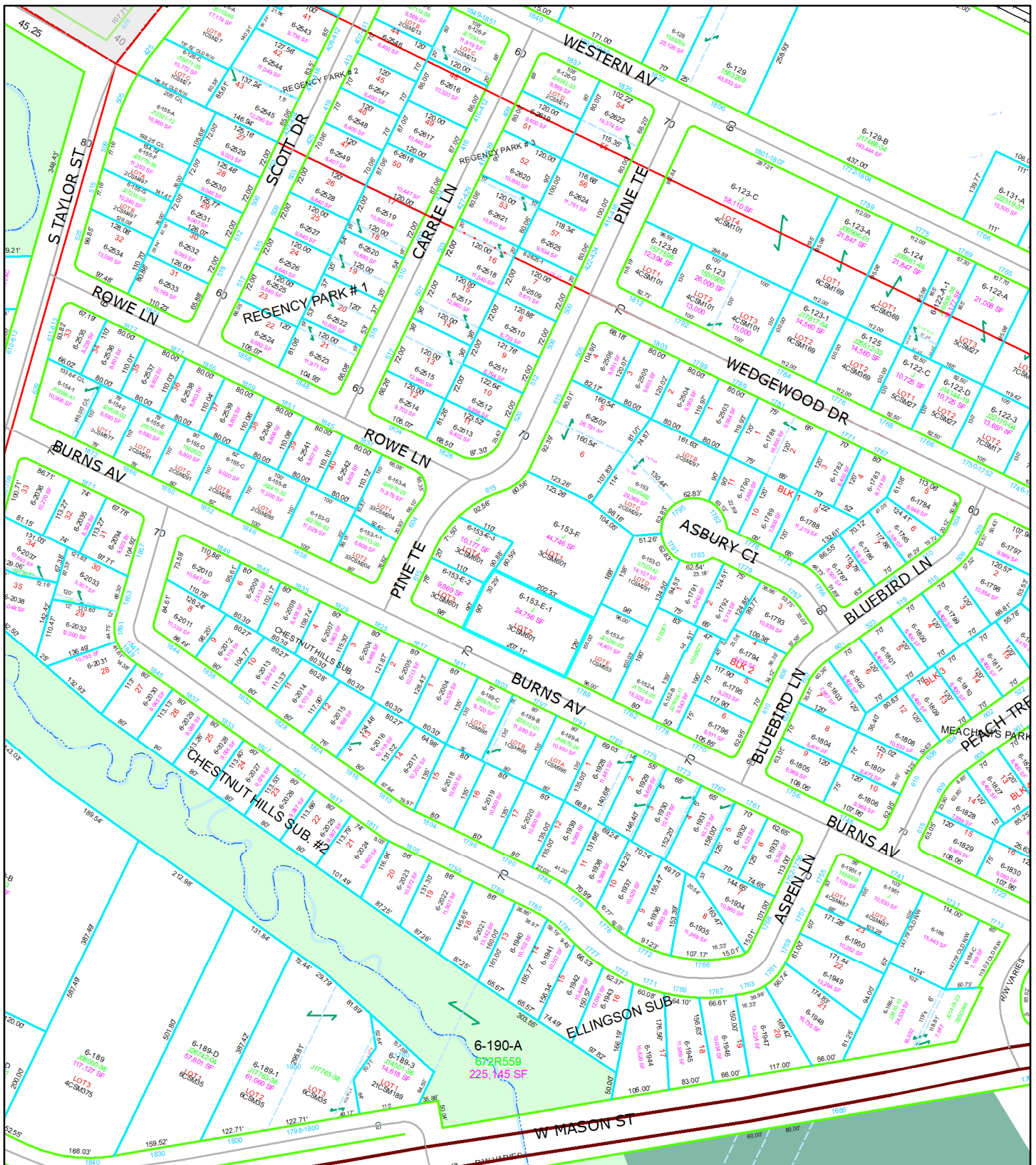
Adopted _____

Approved _____

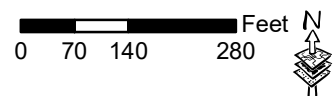
Mayor

Clerk

KKJ
Attachment – Map



VR 18-04, Burns Avenue (6-153-E-1)



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 11.20.18 20 Nov 2018 X:\Planning\City\DATA_GIS\CityActions\Variance_csm\VR 18-mxd

 Subject Property

**RESOLUTION VACATING A PORTION OF DONALD DRIVER WAY
SOUTH OF KELLOGG STREET
(SV 18-02)**

December 4, 2018

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

That, based on the request for vacation filed heretofore, the report of the Plan Commission, and the public hearing held on the matter, it appears to be in the public interest that the portion of Donald Driver Way south of Kellogg Street, in the City of Green Bay, described on the attachment hereto, be, and the same is hereby, vacated, abandoned, and discontinued.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this resolution to be filed with the Register of Deeds for Brown County, Wisconsin.

Adopted _____

Approved _____

Mayor

Clerk

SH:js

Attachment (legal description)

LEGAL DESCRIPTION
VACATION OF A PORTION OF DONALD DRIVER WAY
SOUTH OF KELLOGG STREET

Part of Donald Driver Way, 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:

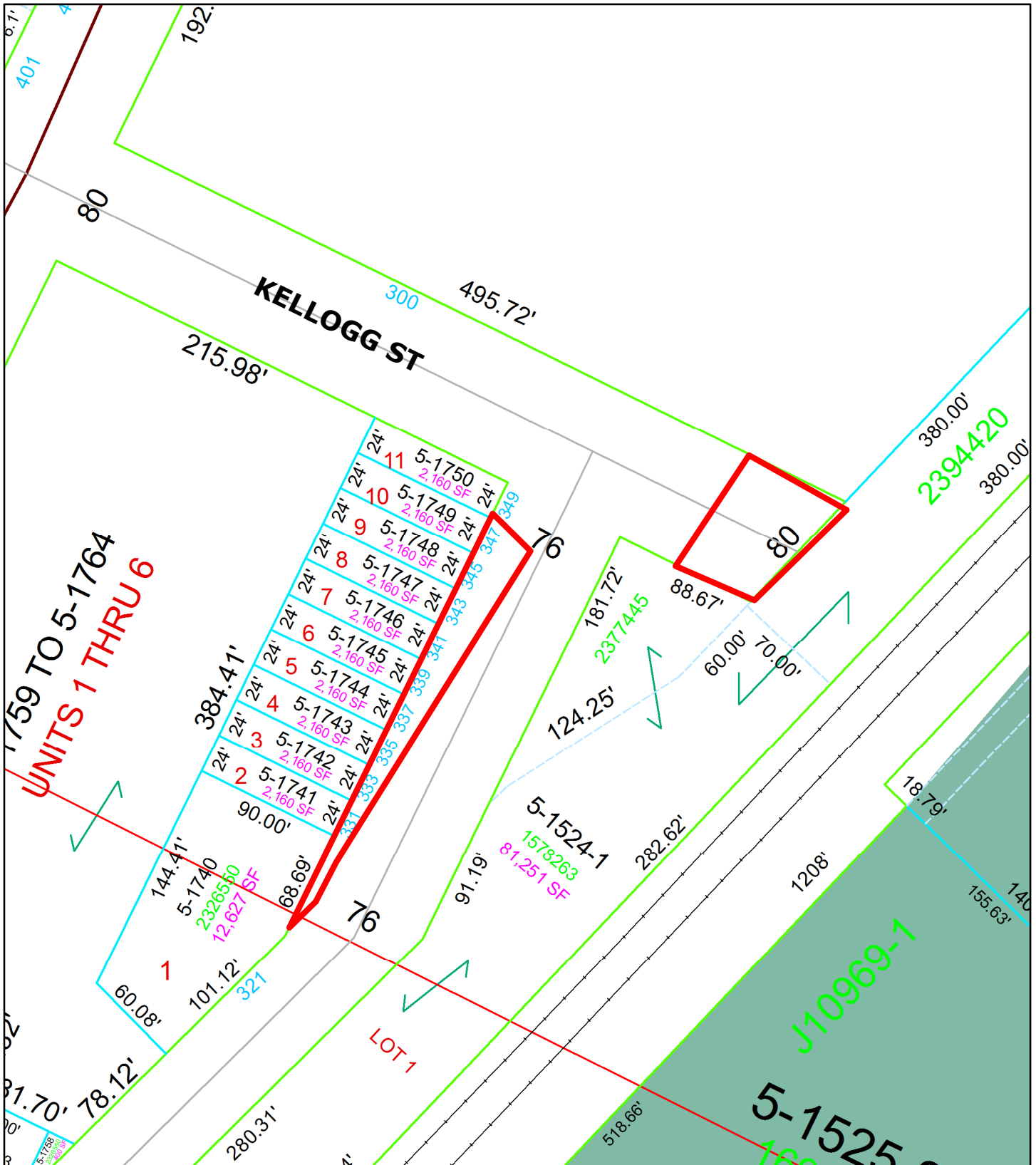
Commencing at the Northeast corner of Lot 11 of the recorded Plat "Larsen Green" (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records); thence S26°09'59"W, 21.01 feet along the East line of Lot 11 of said Plat, also being the Northwesterly right of way of Donald Driver Way to the point of beginning; thence S52°35'37"E, 10.45 feet; thence 15.26 feet along the arc of a 12.00 foot radius curve to the right whose long chord bears S16°09'58"E, 14.25 feet; thence S20°15'39"W, 70.59 feet; thence 17.53 feet along the arc of an 86.00 foot radius curve to the right whose long chord bears S26°06'03"W, 17.50 feet; thence S31°56'28"W, 146.87 feet; thence 16.41 feet along the arc of a 70.00 foot radius curve to the right whose long chord bears S38°39'26"W, 163.7 feet; thence S45°22'21"W, 26.77 feet to the Westerly right of way of Donald Driver Way and the East Line of Lot 1 of said Plat; thence N26°09'59"E, 287.68 feet to the point of beginning.

Area contains 5,490 square feet / 0.13 acres more or less.

Right-of-Way

Adjacent Parcel Nos.:

5-1740, 5-1741, 5-1742, 5-1743, 5-1744, 5-1745, 5-1746, 5-1747, 5-1748, 5-1749 and 5-1750



(SV 18-02) Street Vacation for unimproved portions of Donald Driver Way & Kellogg Street

0 20 40 80 Feet



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 7.24.18 24 Jul 2018 X:\Planning\Basemaps\template_8.5x11.mxd



Subject Vacation Areas

COMMON COUNCIL OF
CITY OF GREEN BAY, WISCONSIN

RESOLUTION NO. 2018 - _____

**INITIAL RESOLUTION
REGARDING INDUSTRIAL DEVELOPMENT
REVENUE BOND FINANCING FOR
M&M WAREHOUSING, LLC PROJECT**

WHEREAS, Section 66.1103 of the Wisconsin Statutes (the “Act”) authorizes the City of Green Bay, Wisconsin (the “Issuer”), to authorize the issuance and sale of bonds by the Issuer to construct, equip, re-equip, acquire by gift, lease or purchase, install, reconstruct, rebuild, rehabilitate, improve, supplement, replace, maintain, repair, enlarge, extend or remodel industrial projects; and

WHEREAS, M&M Warehousing, LLC, a Wisconsin limited liability company, and/or a related entity, and/or a limited liability entity to be formed (collectively, the “Borrower”), desires to complete a project to be owned by the Borrower consisting of financing the (i) construction of an approximately 72,225 square foot facility and the construction of an approximately 147,835 square facility to be constructed in two phases located on parcel number 6-41-1 on Donald Street in the City of Green Bay, Wisconsin (collectively, the “Facilities”) and operated by the Borrower to age and convert cheese, (ii) acquisition and installation of equipment at the Facilities, and (iii) payment of certain professional costs and costs of issuance (collectively, the “Project”), all of which would contribute to the well-being of the City of Green Bay, Wisconsin; and

WHEREAS, the cost of the Project is presently estimated to be \$10,000,000 and the amount proposed to be financed with one or more issues or series of tax-exempt and/or taxable industrial development revenue bonds (the “Bonds”) issued under the Act does not exceed \$10,000,000; and

WHEREAS, it is in the public interest of the Issuer to promote, attract, stimulate, rehabilitate and revitalize commerce, industry and manufacturing, to promote the betterment of the economy of the Issuer; and

WHEREAS, the Borrower has requested that the Issuer now approve an initial resolution (the “Initial Resolution”) providing for the financing of the Project in an amount not to exceed \$10,000,000; and

WHEREAS, the Issuer is a municipality organized and existing under and pursuant to the laws of the State of Wisconsin, and is authorized to enter into revenue agreements with eligible participants with respect to the Project whereby eligible participants agree to cause said Project to be constructed and to pay the Issuer an amount of funds sufficient to provide for the prompt payment when due of the principal and interest on said industrial development revenue bonds.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Green Bay, Wisconsin, as follows:

1. Based upon representations of the Borrower, it is the finding and determination of the Common Council that the Project is a qualified “project” within the meaning of the Act and that the Borrower is an “eligible participant” within the meaning of the Act. The Issuer shall:

(a) Finance the Project in an amount not to exceed \$10,000,000; and

(b) Issue industrial development revenue bonds in one or more series of tax-exempt and/or taxable bonds (the “Bond(s)”), in an amount not to exceed \$10,000,000 in order to finance costs of the Project.

2. The aforesaid plan of financing contemplates, and is conditioned upon, the following:

(a) The Bonds shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation;

(b) The Bonds shall not constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers;

(c) The Project shall be subject to property taxation in the same amount and to the same extent as though the Project were not financed with industrial development revenue bonds;

(d) The Borrower shall find a purchaser for all of the Bonds;

(e) The City’s out-of-pocket costs, including but not limited to legal fees and Trustee’s fees, in connection with the issuance and sale of the Bonds shall be paid by the Borrower; and

(f) A notice of public hearing required by federal law for purposes of Section 147(f) of the Internal Revenue Code, as amended, shall be published in a newspaper of general circulation in the City of Green Bay and a public hearing shall be held to provide interested individuals or parties the opportunity to testify as to the Project and the issuance of the Bonds.

3. The aforesaid plan of financing shall not be legally binding upon the Issuer nor be finally implemented unless and until:

(a) The details and mechanics of the same are authorized and approved by a further resolution of the Common Council which shall be solely within the discretion of the Common Council;

(b) The City Clerk shall cause notice of adoption of this Initial Resolution, in the form attached hereto as Exhibit A, to be published once in a newspaper of general circulation in the City of Green Bay, and the electors of the City of Green Bay shall have been given the opportunity to petition for a referendum on the matter of the aforesaid Bond issue, all as required by law;

(c) Either no such petition shall be timely filed or such petition shall have been filed and said referendum shall have approved the Bond issue;

(d) The City Clerk shall have received an employment impact estimate issued under Section 238.11 of the Wisconsin Statutes;

(e) All documents required to consummate the financing have been duly authorized and delivered; and

(f) The Issuer and the Borrower have resolved all land use and special use issues with respect to the affected property and the Project.

4. Pursuant to the Act, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby.

5. The City Clerk is directed, following adoption of this Initial Resolution (i) to publish notice of such adoption not less than one time in the official newspaper of the City of Green Bay, Wisconsin, such notice to be in substantially the form attached hereto as Exhibit A and (ii) to file a copy of this Initial Resolution, together with a statement indicating the date the Notice to Electors was published, with the Wisconsin Economic Development Corporation within twenty (20) days following the date of publication of such notice.

6. This Initial Resolution is an "initial resolution" within the meaning of the Act and official action toward issuance of the Bonds for purposes of Sections 103 and 144 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Furthermore, it is the reasonable expectation of the Issuer that proceeds of the Bonds may be used to reimburse expenditures made on the Project prior to the issuance of the Bonds. The maximum principal amount of debt expected to be issued for the Project on the date hereof is \$10,000,000. This statement of official intent is made pursuant to Treasury Regulations §1.150-2.

Passed and adopted at a regular meeting of the Common Council of the City of Green Bay, Wisconsin this 4th day of December, 2018.

APPROVED:

James Schmitt, Mayor

ATTEST:

Kris Teske, City Clerk

EXHIBIT A

NOTICE TO ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN

TAKE NOTICE that the Common Council of the City of Green Bay, Wisconsin (the “Issuer”), at a regular meeting held at City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, on December 4, 2018, adopted an Initial Resolution pursuant to Section 66.1103 of the Wisconsin Statutes, as amended, expressing the intention to issue not to exceed \$10,000,000 of industrial development revenue bonds of the Issuer (the “Bonds”) on behalf of M&M Warehousing, LLC, a Wisconsin limited liability company, and/or a related entity, and/or a limited liability entity to be formed (collectively, the “Borrower”). The Borrower desires to complete a project consisting of financing the (i) construction of an approximately 72,225 square foot facility and the construction of an approximately 147,835 square facility to be constructed in two phases located on parcel number 6-41-1 on Donald Street in the City of Green Bay, Wisconsin (collectively, the “Facilities”) and operated by the Borrower to age and convert cheese, (ii) acquisition and installation of equipment at the Facilities, and (iii) payment of certain professional costs and costs of issuance (collectively, the “Project”). The Borrower has represented that the net number of full-time equivalent jobs which the Project is expected to create on the Project site within three years is 6.

Pursuant to the terms of Section 66.1103 of the Wisconsin Statutes, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby.

THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, NOR SHALL THE BONDS GIVE RISE TO ANY PECUNIARY LIABILITY OF THE ISSUER, NOR SHALL THE BONDS BE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER. RATHER, THE BONDS SHALL BE PAYABLE SOLELY FROM THE REVENUES AND OTHER AMOUNTS TO BE DERIVED PURSUANT TO THE REVENUE AGREEMENT RELATING TO SAID PROJECT TO BE ENTERED INTO BETWEEN THE ISSUER AND THE BORROWER.

The Initial Resolution may be inspected in the office of the City Clerk at 100 North Jefferson Street, Green Bay, Wisconsin, during business hours.

TAKE FURTHER NOTICE THAT THE ELECTORS OF THE CITY OF GREEN BAY MAY PETITION FOR A REFERENDUM ON THE QUESTION OF THE BOND ISSUE. Unless within thirty (30) days from the date of the publication of this Notice a petition signed by not less than five percent (5%) of the registered electors of the City of Green Bay is filed with the City Clerk requesting a referendum on the question of the issuance of the Bonds, the Issuer will issue the Bonds without submitting the proposition for the electors' approval. If such petition is filed as aforesaid, then the Bonds shall not be issued until approved by a majority of the electors of the City of Green Bay voting thereon at a general or special election.

Kris Teske, City Clerk
City of Green Bay, Wisconsin

CERTIFICATION BY CITY CLERK

I, Kris Teske, duly sworn, hereby certify that I am the duly qualified and acting City Clerk of the City of Green Bay, Wisconsin (the "City"), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. _____ entitled: INITIAL RESOLUTION REGARDING INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING FOR M&M WAREHOUSING, LLC PROJECT

I hereby further certify as follows:

1. Said Initial Resolution was considered for adoption by the Common Council at a meeting held at City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, at _____ p.m. on December 4, 2018. Said meeting was a _____ (*insert regular or special meeting*) of the Common Council and was held in open session.

2. Said Initial Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the City.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following alderpersons were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following alderpersons were absent:

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Initial Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____. Following discussion

and after all alderpersons who desired to do so had expressed their views for or against said Initial Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

_____	_____
_____	_____

ABSTAINED:

_____	_____
_____	_____

Whereupon the meeting chairperson declared said Initial Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on this 4th day of December, 2018.

[SEAL]

Kris Teske, City Clerk

Summary
Request for City of Green Bay, Wisconsin to Serve as Conduit Issuer
for
Not to Exceed \$10,000,000 Industrial Development Revenue Bonds
to Benefit M&M Warehousing, LLC Project

This will summarize the request of M&M Warehousing, LLC, a Wisconsin limited liability company, and/or a related entity, and/or a limited liability entity to be formed (collectively, the “Company”), asking that the City of Green Bay, Wisconsin (the “City”) consider an Initial Resolution to benefit the Company through the conduit issuance of industrial development revenue bonds (“IRBs”) to finance a project located in the City consisting of the (i) construction of an approximately 72,225 square foot facility and the construction of an approximately 147,835 square facility to be constructed in two phases located on parcel number 6-41-1 on Donald Street in the City of Green Bay, Wisconsin (collectively, the “Facilities”) and operated by the Borrower to age and convert cheese, (ii) acquisition and installation of equipment at the Facilities, and (iii) payment of certain professional costs and costs of issuance (collectively, the “Project”). Small issue manufacturing IRBs must comply with both Federal (Sec. 144 of Internal Revenue Code) and State (66.1103 Wis. Stats.) laws. In an IRB transaction, a state or local governmental entity issues bonds and loans the proceeds from the sale of the bonds to a private entity for an authorized project. In Wisconsin, cities, villages and towns, as well as duly constituted redevelopment authorities and community development authorities may issue IRBs.

Prior to the Tax Act of 1986, the Tax Code permitted the issuance of tax-exempt IRBs for many types of projects including manufacturing, commercial, and wholesale and distribution facilities, among others. Section 144 of the Tax Code only permits the issuance of qualified small issues for manufacturing facilities. A “manufacturing facility” means any facility used in the manufacturing or production of tangible personal property (including processing resulting in a change in the condition of such property). A manufacturing facility includes facilities, which are directly related to and ancillary to a manufacturing facility, if such facilities are located on the same site as the manufacturing facility, and not more than 25 percent of the net proceeds of the issue are used to provide such facilities.

These IRBs are municipal bonds; however, they are not general obligations of the City. If the City agrees to issue bonds to benefit the proposed Project:

1. The City will not be liable for payment of the principal and interest on the bonds;
2. The City will not have ongoing responsibilities of monitoring or reporting with regard to the bonds or the Project.
3. The bonds do not count against the City’s borrowing capacity. The City will not levy a tax for payment of the bonds.
4. The City will be reimbursed for all fees and costs incurred because of the IRB.

The City acts strictly as a conduit, which enables the Company to borrow at a lower rate of interest.

Because the bonds are issued by a governmental entity, the holder of the bond may exclude the interest on the bonds from gross income for federal tax purposes.

Inducement/Reimbursement

Companies considering IRB financing must obtain an Initial Resolution, also sometimes referred to as an “inducement resolution” or “qualified reimbursement resolution” from the municipality in which the Project being financed is located in order to preserve the option to use IRBs. The Initial Resolution is preliminary approval only and is non-binding as to the City or the Company but is required by Federal tax law and State law. If the Initial Resolution is adopted by the City, this will assure that when and if bonds are issued, all eligible project costs incurred no more than 60 days prior to the date of the Initial Resolution (including reimbursement of equity contributions or refunding of conventional financing), may be included in the ultimate IRB financing. Failure to have a qualified resolution may result in disqualifying certain costs.

By acting as the conduit issuer, the City can grant the Company a significant monetary benefit, at no cost to the City, because the Company will enjoy a lower interest rate as a result of using a bond structure. A lending institution will directly purchase the bonds. The lender for the bonds will look solely to the Company for repayment. Bondholders will not look to the City for payment. The City will assign all of its rights, liability and responsibilities under the bonds to the lender as the bondholder. The Company will be fully responsible for repaying the loan and must make the arrangements with the lender for the payment on the bonds. If the Company is not able to meet its payment obligations, the lender will realize on its collateral and enforce its rights against the Company. The City is not liable for payment.

The foregoing is just a brief discussion of tax-exempt financing. By issuing the bonds, the City will give the Company an interest rate benefit, because the tax-exempt bonds will be tax-exempt in the hands of the bondholders and, therefore, the cost savings passed along to the Company. It must be emphasized that the City will not be liable in any way on the bonds; the bonds are special, limited obligations of the City.

The Company respectfully asks that the Common Council consider the Initial Resolution on December 4, 2018. For agenda purposes, the City should please describe the Initial Resolution as follows:

“Consideration of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for M&M Warehousing, LLC Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.”

Someone from the Company will attend the Common Council meeting on December 4, 2018 to answer any questions regarding the proposed Project.

**RESOLUTION APPROVING
ELECTRIC AND GAS EASEMENT
ACROSS CITY OWNED PARCEL 1-1841-A
December 4, 2018**

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

To approve the request by Wisconsin Public Service Corporation for an electric and a gas easement across City owned parcel 1-1841-A (Lambeau Field).

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

FINAL PAYMENTS RESOLUTION

December 4, 2018

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

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. PAVEMENT 3-17

PETERS CONCRETE COMPANY

TOTAL AMOUNT EARNED:	\$ 330,187.40
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 330,187.40
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 315,187.40</u>
AMOUNT DUE THIS ESTIMATE:	<u>\$ 15,000.00</u>

ACCOUNT NUMBERS

401500E-55305-61087: \$15,000.00

403500-55305-61087: \$0.00

412500E-55305-61087: \$0.00

PO #1700140

2. PAVEMENT REPAIR 2017

FISCHER ULMAN CONSTRUCTION INC.

TOTAL AMOUNT EARNED:	\$ 296,006.12
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 296,006.12
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 296,006.12</u>
AMOUNT DUE THIS ESTIMATE:	<u>\$ 0.00</u>

ACCOUNT NUMBERS

401500E-55301-61017: \$0.00

403500-55301-61017: \$0.00

412500E-53001-61017: \$0.00

410603-53001-99504: \$0.00

PO #170003

3. BRIDGE 2-18

LUNDA CONSTRUCTION

TOTAL AMOUNT EARNED:	\$ 29,310.00
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 29,310.00
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 1,465.50</u>
AMOUNT DUE THIS ESTIMATE:	<u>\$ 1,465.50</u>

ACCOUNT NUMBERS

412500E-55310-64128: \$1465.50

PO #1800190

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

SEP

**RESOLUTION OF RECOGNITION
OLDE PREBLE NEIGHBORHOOD ASSOCIATION**

Green Bay, Wisconsin
December 4, 2018

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Mayor and Common Council of the City of Green Bay, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Green Bay values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the Olde Preble Neighborhood Association has been organized by residents of the City of Green Bay with a mission statement as follows: “To create a safe and connected community of diverse neighbors around shared social gatherings and initiatives, neighborhood improvements, and service projects.”;

WHEREAS, the Olde Preble Neighborhood Association will serve residents of the City of Green Bay in the neighborhood bounded by Main Street, Bader Street, Danz Avenue, Morrow Street, and Elizabeth Street;

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay, whose Mayor and Common Council are herein assembled, officially recognizes the Olde Preble Neighborhood Association; and

BE IT FURTHER RESOLVED that the Mayor, Common Council and staff of the City of Green Bay hereby pledge their support and cooperation in addressing the needs of the citizens of this neighborhood in particular and the community in general.

Adopted _____

Approved _____

Mayor

Clerk



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

MEETING DATE

December 4, 2018

PREPARED BY

AGENDA ITEM # AA.I.

General Ordinance No. 29-18

An ordinance creating Section 33.08(7)(I), Green Bay Municipal Code, relating to online ordering and curbside pickup of alcohol beverages.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. GO 29-18 - Create 33.08(7)(i) re online curbside pickup alcoholic beverages (2)

GENERAL ORDINANCE NO. 29-18

**AN ORDINANCE
CREATING SECTION 33.08(7)(i),
GREEN BAY MUNICIPAL CODE,
RELATING TO ONLINE ORDERING AND
CURBSIDE PICKUP OF ALCOHOL BEVERAGES**

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

SECTION 1. Section 33.08(7)(i), Green Bay Municipal Code, is hereby created to read:

(i) Online Ordering and Curbside Pickup of Alcohol Beverages.

- 1. No establishment shall allow online purchase of alcohol beverages and curbside delivery of such purchases ("Click and Collect"), without first obtaining a "Change of Premises" from the Common Council, upon recommendation of the Protection and Policy Committee to license that portion of the establishment's parking lot that will allow vehicles to park for purposes of picking up their online order.**
 - a. The licensed establishment shall file a detailed operation plan with their "Change of Premises" form that clearly details how their "Click and Collect" operation will function. The operation plan shall include the licensee's protocol for assuring that underage persons and intoxicated persons do not pick up alcohol via the "Click and Collect" program.**
 - b. Failure of licensee to provide a detailed operation plan with their "Change of Premises" application shall result in the City Clerk's Office not forwarding the "Change of Premises" form to the Protection and Policy Committee for consideration.**
- 2. No establishment holding an alcohol beverage license shall allow online purchase and pick-up of alcohol beverages unless the sale is consummated on the licensed premises.**
 - a. Payment for the purchase must be completed on premises and may not be completed until the purchaser is at the licensed premises and has presented valid photo identification that has been verified by a licensed operator employed by the premises.**

- b. The licensed operator must verify that the person placing the "Click and Collect" order is the same person picking up the order.
 - c. The sale and delivery of "Click and Collect" purchases shall be made only by a licensed operator.
 - d. No alcohol sales are permitted if the purchaser fails to present valid photo identification.
 - e. The "Click and Collect" system must allow the purchase of alcohol to be denied without affecting the remainder of the purchase.
- 3. Each "Click and Collect" transaction must capture and retain an image of the vehicle into which the order is being loaded for thirty (30) days.
- 4. Each "Click and Collect" transaction must record and retain the following information for thirty (30) days:
 - a. The name of the purchaser.
 - b. The type of identification card presented and the number and expiration date of that identification card.
 - c. The purchaser's date of birth.
 - d. The license plate of the vehicle into which the order is being loaded.
- 5. Pick-up of "Click and Collect" orders shall be ~~between the hours of 8:00 a.m. and 8:00 p.m.~~ prohibited between the hours of 12:00 A.M. and 6:00 A.M. for a premises holding a Class "B" (Beer) or "Class B" (Liquor) license. For premises holding a Class "A" (Beer) license or "Class A" (Liquor) license, pick-up of fermented malt beverages shall be prohibited between the hours of 12:00 A.M. and 8:00 A.M. and pick-up of intoxicating liquor shall be prohibited between the hours of 9:00 P.M. and 8:00 A.M.
- 6. If the "Click and Collect" purchaser is not the driver of the vehicle into which the order is being loaded, the licensed operator must verify that the driver is 21 years of age or older.

7. The licensed operator shall report to his or her manager any purchaser who shows signs of alcohol consumption, and in conjunction with the manager, shall assess sobriety for purposes of approving or denying the sale.
8. The pick- up area for "Click and Collect" purchases shall be clearly defined with visible markings, signs, and/or barriers.
9. No events other than the delivery of "Click and Collect" orders shall be allowed on the expanded premises.
10. Penalty. Any licensee or person who violates any provision of this subsection shall be subject to a forfeiture of not less than \$250, nor more than \$1000 plus court costs and fees. Licensees are also subject to demerit point assessment for violations of this subsection.

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

SECTION 4. 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

12/04/18

GENERAL ORDINANCE NO. 31-18

**AN ORDINANCE
AMENDING SECTION 29.208,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS**

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

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING zones:

MATHER STREET, south side, from a point 50 feet west of Gray Street to a point 100 feet east of Gray Street.

MATHER STREET, north side, from Gray Street to Roy Avenue.

WEBSTER AVENUE, west side, from Irwin Avenue to Day Street.

WEBSTER AVENUE, west side, from Harvey Street to Pine Street.

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING EXCEPT SUNDAY zone:

WEBSTER AVENUE, west side, from Day Street to Harvey Street.

SECTION 3. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following metered parking zone:

CHERRY STREET, both sides, from Washington Street to its western terminus.

SECTION 4. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING zones:

MATHER STREET, south side, from a point 50 feet west of Gray Street to Gray Street.

WEBSTER AVENUE, west side, from Pine Street to Irwin Avenue.

SECTION 5. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING BIKE LANE zone:

MATHER STREET, both sides, from Gray Street to Vroman Street.

SECTION 6. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 7. 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

12/4/18