



AGENDA OF THE COMMON COUNCIL

**TUESDAY, NOVEMBER 5, 2019, 4:30 PM
COUNCIL CHAMBERS
ROOM 203, CITY HALL**

A. Roll Call.

B. Pledge of Allegiance.

C. Invocation.

- I. Invocation led by Alder Brian Johnson, District 9.

D. Approval of Minutes.

- I. Approval of the minutes of the October 15, 2019 Common Council meeting.

E. Approval of the Agenda.

F. Report by the Mayor.

G. Announcements.

H. Recognitions and Awards.

- I. Nancy Quirk, 2019 Distinguished and Outstanding Alumni Award, University of Wisconsin-Platteville.

I. Appointments.

I. 1. New appointments:

Ethics Board

Cheryl Renier-Wigg, 626 S. Jackson Street, Green Bay, WI 54301

Term to expire: April 1, 2021

2. Reappointments:

Landmarks Commission

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

Term to expire: April 1, 2020

Justin Balsley, 324 N. Ashland Avenue, Green Bay, WI 54303

Term to expire: October 1, 2022

Green Bay Area Room Tax Commission

Warren Wanezek, 2365 Donarski Court, Green Bay, WI 54302

Term to expire: November 1, 2020

Wendy Townsend, 850 Ernst Drive, Green Bay, WI 54304

Term to expire: November 1, 2020

J. Public Hearings.

1. Zoning Ordinance No. 9-19

An Ordinance amending Zoning Ordinance No. 16-13 for Northeast Wisconsin Technical College Campus Planned Unit Development to adjust the Campus boundary and amend the signage plan (2740 West Mason Street).

2. Zoning Ordinance 10-19

An Ordinance rezoning property located at 154 Berger Street from Low Density Residential (R-1) to Varied Density Residential (R-3).

3. Public Hearing of the 2020 Proposed City of Green Bay Budget.

K. Ordinances - Second Reading for Adoption.

1. Zoning Ordinance 10-19

An Ordinance rezoning property located at 154 Berger Street from Low Density Residential (R-1) to Varied Density Residential (R-3).

2. Zoning Ordinance No. 9-19

An Ordinance amending Zoning Ordinance No. 16-13 for Northeast Wisconsin Technical College Campus Planned Unit Development to adjust the Campus boundary and amend the signage plan (2740 West Mason Street).

L. Report of the Redevelopment Authority (October 29, 2019).

- 1. To refer to staff the communication from Ald. Johnson (District 9) "To create a policy guaranteeing City Council oversight and disbursement of funds related to Affordable Housing Extension Resolutions for TIDs 7, 8, and 12," and to report back to the RDA in March 2020.**

2. To approve Development Agreement 19-04 with TWG Development, LLC, and DDL Holdings, LLC, for TWG 2 @ The Rail Yard at 419 Donald Driver Way (Tax Parcel 5-1772), subject to minor legal and technical revisions.

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

M. Report of the Improvement & Services Committee (October 23, 2019).

1. To refer to the Mayor's Office to direct Public Works to coordinate and enact a short term plan to avoid preventable flooding this fall, winter, and spring along Hillcrest Drive and Westway Drive to include but not limited to removing debris from ditches, pumping water to available storm sewers, and providing sandbags to residents to protect their property.
2. To receive and place on file the request by Ald. Steuer to study and report out on the feasibility of utilizing the "even-odd" residential address overnight parking scenario, as is done in Milwaukee, in order to relieve the parking problems at residences with limited parking spaces.
3. To approve the 2020 Department of Public Works new and replacement equipment plans.
4. A. To approve the award of contract PINE STREET PARKING RAMP TOWER REROOFING to the low responsive bidder, Northern Metal and Roofing Co., Inc., in the amount of \$56,935.

B. To approve the award of contract BAY BEACH WILDLIFE SANCTUARY OBSERVATION BUILDING RTU REPLACEMENT to the low responsive bidder, Milbach Construction Services, in the amount of \$47,650.

C. To approve the award of contract DPW BOILER ROOM & UPPER ROOF REROOF, PARAPET FLASHINGS AND CHIMNEY REPAIRS to the low responsive bidder, Weinert Roofing, in the amount of \$129,475.

N. Report of the Protection & Policy Committee (October 28, 2019).

1. To approve an application for a "Class B" Combination license by Phat Headz II, LLC at 420 N. Clay St. with a licensed premises description as "1 story building, sold in main bar, beverage store in main bar, shelving in locked office, walk-in cooler," with the approval of the proper authorities. (Previously licensed as Live Entertainment, LLC).
2. To recommend that Council waive the ordinance requirements for an outdoor licensed premise and to approve the application for an available "Class B" (wine only) winery license for Noble Roots Brewing Company, LLC at 2790 University Ave. with a licensed premises description as "outdoor patio, brew pub/taproom area," with the approval of the proper authorities.
3. To approve an application for a "Class B" Combination license for Ofelia Gruetzmacher at 1706 Main St. with a licensed premises description as "bar, restaurant with full service kitchen, full bar, stage, restrooms, dining (booth and table), coolers," with the approval of the proper authorities. (Previously licensed as Homemade Southern Cuisine, LLC).

4. To hold to the next meeting a request by Ald. Chris Wery regarding the policies and procedures of the Inspection Department as it applies to communicating and working with constituents who request their alderman's assistance. Further, to discuss customer service standards and work expectations of inspectors. Investigate the addition of evening and/or weekend inspection hours (recommendation to be made to Personnel Committee only pursuant to GBMC 2.06(9)), which was referred to the Protection & Policy Committee at the Improvement and Services Committee meeting September 25, 2019.
5. To refer to staff a request by Ald. Brunette to create an ordinance allowing golf carts on city streets.
6. To approve the Green Tier Legacy Community Resolution, which was referred from the Sustainability Commission.
7. To receive and place on file the Liquor Violation Report for October 28, 2019.

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

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

P. Report of the Plan Commission (October 21, 2019).

1. To receive and place on file the request to vacate an unimproved right-of-way located near Hillcrest Drive.
2. To amend Zoning Ordinance 11-13 to allow painted wall signage at 300 Dousman Street, subject to the amended Planned Unit Development District Ordinance (PUD).
3. To amend the Eaton Heights Planned Unit Development (PUD) land use boundaries, 800 Block N Huron Road/811 Barronwood Drive, subject to the amended Planned Unit Development District Ordinance (PUD).
4. To approve the Downtown Green Bay, Inc. 2020 Business Improvement District Operating Plan.
5. To approve the Olde Main Street, Inc. 2020 Business Improvement District Operating Plan.
6. To approve the On Broadway, Inc. 2020 Business Improvement District Operating Plan.
7. To approve the Military Avenue Business Association 2020 Business Improvement District Operating Plan.

Q. Report of the Park Committee (October 23, 2019).

1. To approve the request by the Baird Creek Preservation Foundation to install a bike skills course at Triangle Hill in the Baird Creek Greenway.
2. To approve the rental rates for the new banquet hall in the upper level of the 4K addition of the nature center.
3. To receive and place on file the request by Ald. Steuer to review the Parks Department Facility Use Policy.

4. INFORMATIONAL- To receive and place on file the proposed 2020 Parks, Recreation & Forestry Department's budget.

R. Report of the Public Arts Commission (October 23, 2019).

1. To approve the RDA's decision to adopt Resolution 19-03 Regarding Percent for Art.
2. To elect Kelli Strickland as Chair and Alex Zacarias as Vice Chair for the Green Bay Public Arts Commission.

S. Report of the Traffic, Bicycle, and Pedestrian Commission (October 21, 2019).

1. To receive and place on file the report by the Police Department of the 2019 3rd quarter serious injury and fatality crashes.
2. To refer to staff for a speed study of Skyline Boulevard between Finger Road and Hillside Lane.
3. For the Police Department to consider enhanced speed enforcement on West Mason Street from Packerland Drive to Hillcrest Drive.
4. For DPW to paint a high visibility crosswalk markings crossing the east approach of West Mason Street at La Count Road in the Spring of 2020.
5. For DPW to install enhanced pedestrian crossing signs along West Mason Street approaching La Count Road before the Winter of 2019/2020 if it is legal.
6. For the Police Department to contact the Oneida Tribal Police requesting their speed enforcement assistance along West Mason Street from Packerland Drive to Hillcrest Drive.
7. To refer to staff to study the request to put in a crosswalk lighting system on East Mason Street at Hartung Street, similar to crosswalk lighting on South Webster Avenue at the hospitals, for the East River Trail crossing.
8. To receive and place on file the request for the City of Green Bay to staff and employ an adult crossing guard at the intersection of Humboldt Road and Mount Mary Drive to assist Baird Elementary students to cross Humboldt Road.
9. To receive and place on file the documented speed study along Gross Avenue from 6th Street to Gross Court North.
10. To continue Police Department enforcement of the posted speed limit of 25 mph along Gross Avenue from 6th Street to Gross Court North.
11. To receive and place on file the request to address chronic complaints regarding speeding on 12th Avenue.
12. To remove the NO PARKING zone on the north side of Pine Street from Adams Street to a point of 120 feet west of Madison Street.
13. To establish and adopt by ordinance a NO PARKING zone on the north side of Pine Street from Adams Street to a point of 50 feet east of Adams Street.

14. To establish and adopt by ordinance a NO PARKING 15-MINUTE LOADING ONLY zone on the north side of Pine Street from a point 50 feet east of Adams Street to a point 160 feet east of Adams Street.
15. To establish and adopt by ordinance a NO PARKING zone on the north side of Pine Street from a point 160 feet east of Adams Street to a point 120 feet west of Madison Street.

T. Report of the Ethics Board (October 10, 2019)

1. INFORMATIONAL ONLY: Election of Cheri Graham as Vice Chair of the Ethics Board.
2. To hold the Ethics complaint filed against Alder Kathy Lefebvre by Alder Andy Nicholson under the City of Green Bay Code of Conduct for Elected Officials until the next meeting and direct staff to research whether the complaint should instead be investigated as a violation of the state open meetings act.

U. Report of the Joint Finance/Personnel Committee (October 29, 2019)

1. To approve the report on the purchase of 22 vehicles for various City Departments off of the 2019 State of Wisconsin Vendornet Contract for \$700,232.
2. To approve the purchase of new cars and light trucks that have been approved in the 2020 City budget through the State of Wisconsin Vendornet Contract, and report the results back to the Finance Committee after the purchases have been made.
3. To approve the request by Department of Public Works to amend parking lot lease between Georgia Pacific and City of Green Bay for property adjacent to west side garage.
4. To approve the request to fill the following replacement position and all subsequent vacancies resulting from internal transfers.
 - a. Administrative Clerk – Parks, Recreation and Forestry
5. To approve the request for 2020 reclassifications during the individual departments 2020 budget approval.
7. To approve the Mayor's Office 2020 Budget (page 17).
6. To approve the Common Council 2020 Budget (page 13).
8. To approve the Administrative Services including Finance, Clerk, Assessor, Purchasing, Election, Board of Review, and Document Center 2020 Budget (page 21).
9. To approve the Information Technology and Equipment Replacement 2020 Budget (page 32).
10. To approve the Law 2020 Budget (page 42).
11. To approve the Municipal Court 2020 Budget (page 49).
12. To approve the Human Resources 2020 Budget (page 55).
13. To approve the Community & Economic Dev. & Equipment Replacement 2020 Budget (page 63).

14. To approve the Police and Equipment Replacement 2020 Budget (page 78).
15. To approve the Fire and Equipment Replacement 2020 Budget (page 90).
16. To approve the Public Works including Engineering, Operations, Traffic and Equipment Replacement 2020 Budget (page 97).
17. To approve the Parks, Rec & Forestry including Admin., City Hall, Triangle Hill, Parks, Recreation, Pools, Forestry, Wildlife Sanctuary, and Equipment Replacement 2020 Budget (page 117).
18. To approve the Miscellaneous 2020 Budget (page 132).
19. To approve the Sanitary Sewer 2020 Budget (page 142).
20. To approve the Parking Utility 2020 Budget (page 146).
21. To approve the Storm Sewer 2020 Budget (page 150).
22. To approve the Transit 2020 Budget (page 155).
23. To approve the Bay Beach / Bay Beach Capital 2020 Budget (page 166).
24. To approve the Debt Service 2020 Budget (page 171).
25. To approve the Neighborhood Enhancement 2020 Budget (page 174).
26. To approve the Workers Compensation 2020 Budget (page 178).
27. To approve the General Liability 2020 Budget (page 177).
28. To approve the Health Insurance Escrow 2020 Budget (page 180).
29. To approve the Revenue - General Fund 2020 Budget (page 182).
30. To approve the Revenue - Sanitary Sewer 2020 Budget (page 194).
31. To approve the Revenue - Parking Utility 2020 Budget (page 195).
32. To approve the Revenue - DPW Equipment Placement 2020 Budget (page 196).
33. To approve the Revenue - Storm Sewer 2020 Budget (page 197).
34. To approve the Revenue - Bay Beach 2020 Budget (page 200).
35. To approve the Revenue - Debt Service 2020 Budget (page 201).
36. To approve the Revenue - Equipment Replacement Funds 2020 Budget (page 203).
37. To approve the Revenue - Neighborhood Enhancement 2020 Budget (page 208).
38. To approve the Revenue - Workers Compensation 2020 Budget (page 209).
39. To approve the Revenue - General Liability 2020 Budget (page 210).
40. To approve the Revenue - Health Insurance Escrow 2020 Budget (page 211).

V. Resolutions.

1. Resolution drawing final orders to contractors for November 5, 2019.
2. Resolution approving the 2020 Operating Plan for the Downtown Green Bay, Inc. Business Improvement District.
3. Resolution approving the 2020 Operating Plan for the Olde Main Street, Inc. Business Improvement District.
4. Resolution approving the 2020 Operating Plan for the On Broadway, Inc. 2020 Business Improvement District.
5. Resolution approving the 2020 Operating Plan for the Military Avenue Business Association 2020 Business Improvement District.
6. Resolution adopting 2020 budget and tax levy.

W. Ordinances - First Reading.

1. Zoning Ordinance No. 11-19
An Ordinance amending Zoning Ordinance No. 11-13, relating to a Planned Unit Development District on the east side of North Broadway (300 through 600 Block), to amend the signage requirements on the structure located at 300 Dousman Street.
2. Zoning Ordinance No. 12-19
An Ordinance amending the Eaton Heights Planned Unit Development (PUD) land use boundaries, 800 Block N Huron Road/811 Barronwood Drive, subject to the amended Planned Unit Development District Ordinance (PUD).
3. General Ordinance No. 22-19
An ordinance amending Section 29.208, Green Bay Municipal Code, relating to parking regulations.

X. Referral of Petitions & Communications.

Y. Adjournment.

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

ZONING ORDINANCE NO. 9-19

AN ORDINANCE
AMENDING ZONING ORDINANCE NO. 16-13
FOR NORTHEAST WISCONSIN TECHNICAL COLLEGE
CAMPUS PLANNED UNIT DEVELOPMENT TO
ADJUST THE CAMPUS BOUNDARY AND
AMEND THE SIGNAGE PLAN
(2740 WEST MASON STREET)
(ZP 19-21)

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

SECTION 1. Pursuant to Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, the Planned Unit Development (PUD) for Northeast Wisconsin Technical College campus, as amended by Zoning Ordinance 16-13, is hereby further amended on the following described property:

Tax Parcel Number 6H-1752 (formerly known as Tax Parcel Numbers 6H-1136, 6H-1098, 6H-1067, 6H-1067-1, 6H-1065-1, 6H-1056, 6H-1054, 6H-1135, 6H-1134, 6H-1102, 6H-1748, 6H-1749, 6H-1750, 6H-1751, 6H-1752, 6H-1753, and 6H-1754): W 146 FT OF LOT 45 & LOT 46 EX J12501-43 & LOTS 47-51 & VAC FRONTAGE RD 1ST ADDN TO PACKERLAND SUBD & WLY 550 FT OF LOTS 8, 11, 12 & 13 EX OUTLOT 2 OF 3 CSM 291 & LOTS 10,C & E SEC 20 EX 12 CSM 285 & LOTS 3, 4, 5 & 6 & NW1/4 NE1/4 & NE1/4 NW1/4 & SW1/4 NW1/4 & OUTLOT 1 OF 3 CSM 285 BNG PRT OF LOT 7 EX 371 D 488 & EX 750 R 391 SEC 29 ALL IN T24N R20E EX RDS & LOT 1 OF 38 CSM 286 BNG PRT OF LOT 41 OF 1ST ADDN TO PACKERLAND SUBD

Tax Parcel Number 6H-1745-1: LOT 2 OF 60 CSM 302 BNG PRT OF LOTS 43, 44 & 45 OF FIRST ADDN TO PACKERLAND SUBD

Tax Parcel Number 6H-1740-1: LOT 2 OF 10 CSM 145 BNG PRT OF LOT 37 PACKERLAND SUBD 1ST ADDN

Tax Parcel Number 6H-1740: LOT 1 OF 10 CSM 145 BNG PRT OF LOT 37 PACKERLAND SUBD 1ST ADDN

SECTION 2. Pursuant to Sections 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

A. Scope and Subject Area.

Northeast Wisconsin Technical College (NWTC) is a two-year technical college serving Northeast Wisconsin by providing education, training, and

life-long learning opportunities for individuals and businesses leading to the development of a skilled workforce.

It is the intent of this ordinance to allow for the continued growth of the campus in an orderly fashion in consideration of surrounding properties consistent with the Wisconsin State Technical College System.

Consistent with the objectives of the College, there is a current opportunity for the development of a higher density residential dormitory to be located on the campus to serve the needs of the students.

Exhibit A depicts the current NWTC campus boundary and the core campus limits.

B. Permitted Uses.

1. Principal Uses. The permitted principal uses include the following:
 - a. Educational use as permitted under the Wisconsin State Technical College System.
 - b. Uses as allowed within the General Commercial (C1) District.
 - c. Options for Independent Living as approved under ZO 1-98 (ZP 1144) and as amended under ZO 4-12 (ZP 12-20).
 - d. The Green Bay Botanical Gardens.
 - e. Business Incubator in partnership with the College.
 - f. Health Clinics in partnership with the College.
2. Residential Dormitories-Student Housing.
 - a. Phase I - development of 108 residential apartment units generally compliant with Exhibit B, C, D, E, F.
 - b. Architectural Design. Covered entries shall be provided on all ground-level entrances to the structure or other similar architectural entry feature shall be provided.
 - c. All exterior building materials shall be of a durable nature and shall blend to complement the overall design of the structure.
 - d. All rooftop and ground level mechanical equipment shall be screened

from public view using architectural treatments consistent with the overall design of the structure.

e. Overall design and appearance shall be consistent with Exhibit D, E, F.

f. Dimensional Standards.

1. No building within the development shall exceed four stories or 55 feet in height.

2. A 25 foot side and rear yard setbacks shall be maintained excluding building and parking.

g. Landscaping.

1. Foundation landscaping is provided along the front, side and rear of the building facade. This would include at least a five foot wide area along the front façade from the base of the building and is to include native, hardy perennials and shrubs to complement the façade. This would exclude any entries on the building.

2. Provide a detailed landscaping plan for the area.

3. Accessory Uses. Accessory uses shall include all maintenance buildings, Power & Gas Distribution outdoor lab structures serving the Campus and its programs.

4. Prohibited Uses. Any use not identified by this Ordinance as a permitted principal or accessory use, or any use not determined by the Zoning Administrator to be substantially similar to a use that is permitted, shall be prohibited.

C. Dimensional Standards.

1. Height. Structures located within the campus core boundary may have an overall building height of 80 feet (measured from the average West Mason Street curb elevation) not including mechanical penthouses. Structures outside the campus core boundary may not exceed 35 feet in overall height. The exception to this requirement is the college's Burn Tower located at the Public Safety training area of the campus which may have a height of 80 feet above the elevation at the base of that structure. Student housing is excluded from this requirement.

2. Setbacks. The following setbacks shall apply as measure from property lines/right-of-way lines and shall prohibit any buildings and parking:

- a. West Mason Street - 15 feet
- b. Country Club Road - 25 feet
- c. East property line – 25 feet
- d. North property line – 50 feet

D. Site Plan. A complete site plan shall be submitted and approved prior to any construction, change of use, or other activity that requires site plan approval under Section 13-1802, Green Bay Municipal Code.

E. Parking.

- 1. Shall be consistent with Sections 13-1700 and 13-1800, Green Bay Municipal Code.
- 2. Service, loading, and trash collection. Areas for service, loading, or trash collection shall not be visible from public rights-of-way. These functions shall be incorporated into the overall design of the building and the landscaping or may be screened in compliance with Section 13-1813, Green Bay Municipal Code.
- 3. Gravel or similar material may be used for drives that service the Power & Gas Distribution Field Lab.

F. Lighting. Lighting shall be regulated as specified in Sections 13-524, 13-525, 13-527, Outdoor Lighting Regulations, Green Bay Municipal Code.

G. Signs.

- ~~1. Except as provided herein, all signage shall be designed and installed in compliance with ZO 14-05 (ZP 05-28).~~
- ~~2. Student Housing.~~
 - ~~a. One monument sign is permitted not greater than 8 feet in overall height and not to exceed 80 square feet per side.~~
 - ~~b. Multiple wall signs may be permitted no greater than 25 square feet per sign, not to exceed a total of 100 square feet per wall.~~

- c. ~~All other applicable sign standards shall be met compliant with Section 13-2000, Green Bay Municipal Code.~~

1. General Sign Requirements

- a. Lighting, although not required, is permitted and shall not exceed one-foot candle at the centerline of any public right-of-way.
- b. Banners will be permitted on a temporary basis for a period not to exceed one (1) week, for not more than six (6) events a year.
- c. Vision triangles must be maintained on all public and private intersections as required by Section 13.510(a), Green Bay Municipal Code, and defined as the triangular area defined by the interior sector of two (2) twenty-five (25) foot legs extending from two intersecting streets, or two (2) fifteen (15) foot legs extending from an intersecting street and an alley or driveway. Signs permitted in this area shall have an underclearance of no less than ten (10) feet and shall be no more than three (3) feet high if permitted on the ground. Ground-level signs are permitted in the setback areas, excluding vision triangles, provided they are not otherwise restricted.
- d. Colors and materials of all signs shall be consistent within one another and blend with the existing and proposed structures.
- e. All sign locations shall be appropriately landscaped.

2. Main Campus Identity Signs (located on West Mason Street & Packerland Drive)

- a. A total of four (4) main entrance monument signs shall be permitted as shown on Exhibit 'G'.
- b. Three (3) of the signs will be 'Arrival' Signs and shall not exceed fourteen (14) feet in overall height nor 85 square feet in area per side.
- c. A fourth monument sign with digital display will be permitted on Packerland Drive and Larsen Road and shall not exceed fourteen (14) feet in height and shall not exceed 235 square feet in area per side. Digital signage shall not exceed 15 percent of the overall square footage of the sign area.
- d. Digital portion of the sign shall meet the regulation of Green Bay Municipal Code Section 13-2021 relating to video display signs.

3. Outer Road Signage (Public Rights-of-Way)

- a. A total of six (6) outer road directional signs may be permitted as shown on Exhibit 'G'.
- b. The four (4) outer road signs along Country Club Road shall not exceed six (6) feet in overall height and shall not exceed 55 square feet in area per side each.

- c. Outer road sign on the corner of Country Club and Student Center Blvd shall not exceed six (6) feet in overall height and shall not exceed eighteen (18) square feet in area per side.
 - d. Outer road sign on Packerland shall not exceed eighteen (18) feet of overall height and shall not exceed 55 square feet in area per side.
- 4. Inner Road Signage (Interior Private Roadways)
 - a. A total of thirteen (13) inner road directional signs may be permitted as shown on Exhibit 'G'.
 - i. Potential of up to two (2) additional inner road directional signs may be added with future renovations.
 - b. Inner road signs shall not exceed fifteen (15) feet in overall height and 100 square feet in area per side and may be four sided.
 - c. An inner road sign residing on tenant property at Green Bay Botanical Gardens shall not exceed eight and one half (8.5) feet in overall height and 32 square feet in area per side. A digital display is permitted and shall not exceed 57% of the overall square footage of the sign.
- 5. Building Mounted Wall Signage
 - a. Any property designated as part of the institutional campus shall be allowed to identify individual buildings, whether contiguous or disconnected, with a total sign area not to exceed a total area of 150 square feet in area.
 - i. Sign content may be placed at multiple locations on each building. However they shall not exceed the total allowable sign area.
 - ii. The total allowable sign area on each building may be exceeded in areas that are not visible from an inner campus road or an outer road.
 - b. Signs shall not be internally illuminated.
 - c. Up to four (4) additional wall signs shall be allowed which identify the name of the institution, with an allowable area not to exceed 150 square feet in area each.
 - i. The total area of these signs shall not be included in the total allowable area as described in section (5a).
 - ii. Sign locations shall only be allowed where no more than two (2) wall signs can be viewed at the same time from any public roadway.
- 6. Parking, Directional and Informational Signage

- a. **Parking, directional and other informational signage shall not exceed five (5) feet in overall height and twelve (12) square feet in area per side.**

H. Stormwater Management. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 30, Green Bay Municipal Code.

I. Additional Applicable Regulations. Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

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

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-1900, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this _____ day of _____, 2019.

APPROVED:

Mayor

ATTEST:

Clerk

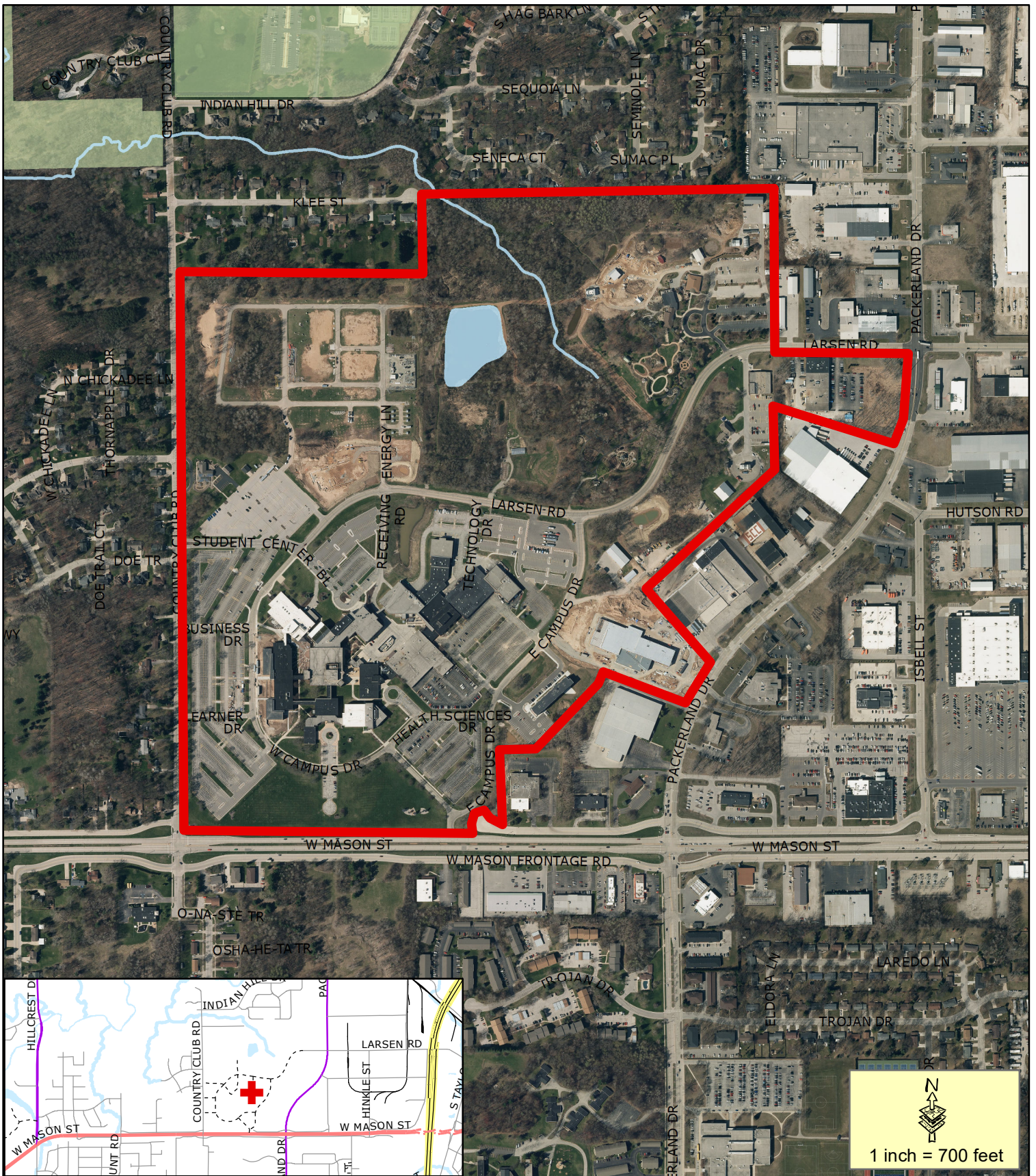
DB:

Attachments:

Exhibit A: Campus Boundary

Exhibit B-F: Residential Dormitories-Student Housing Plans

Exhibit G: Sign Locations



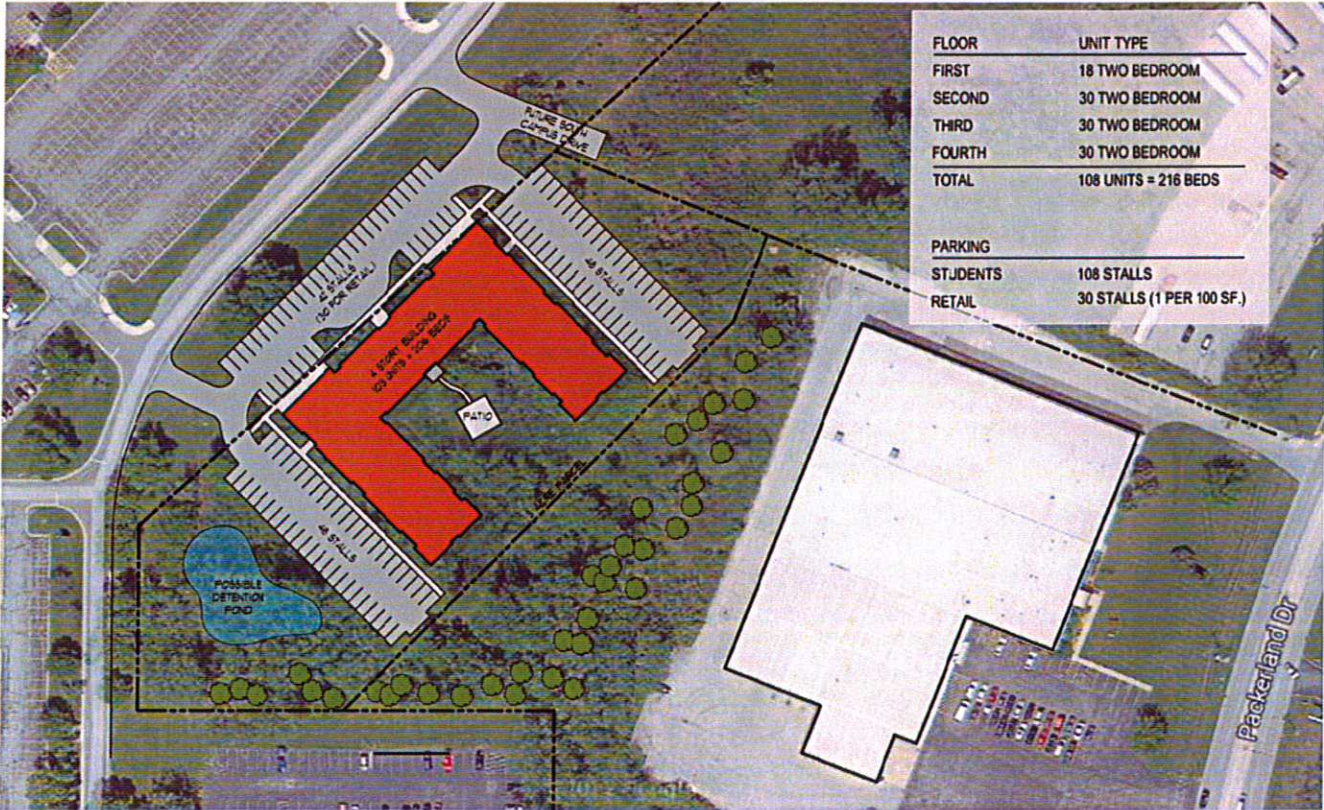
 NWTC Campus

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

Exhibit A Northeast WI Technical College (NWTC) Campus Boundary_2019



NWTC STUDENT HOUSING
GREEN BAY, WISCONSIN



FLOOR	UNIT TYPE
FIRST	18 TWO BEDROOM
SECOND	30 TWO BEDROOM
THIRD	30 TWO BEDROOM
FOURTH	30 TWO BEDROOM
TOTAL	108 UNITS = 216 BEDS
PARKING	
STUDENTS	108 STALLS
RETAIL	30 STALLS (1 PER 100 SF.)

SITE PLAN - 1" = 80'-0"

9.30.13

Exhibit B



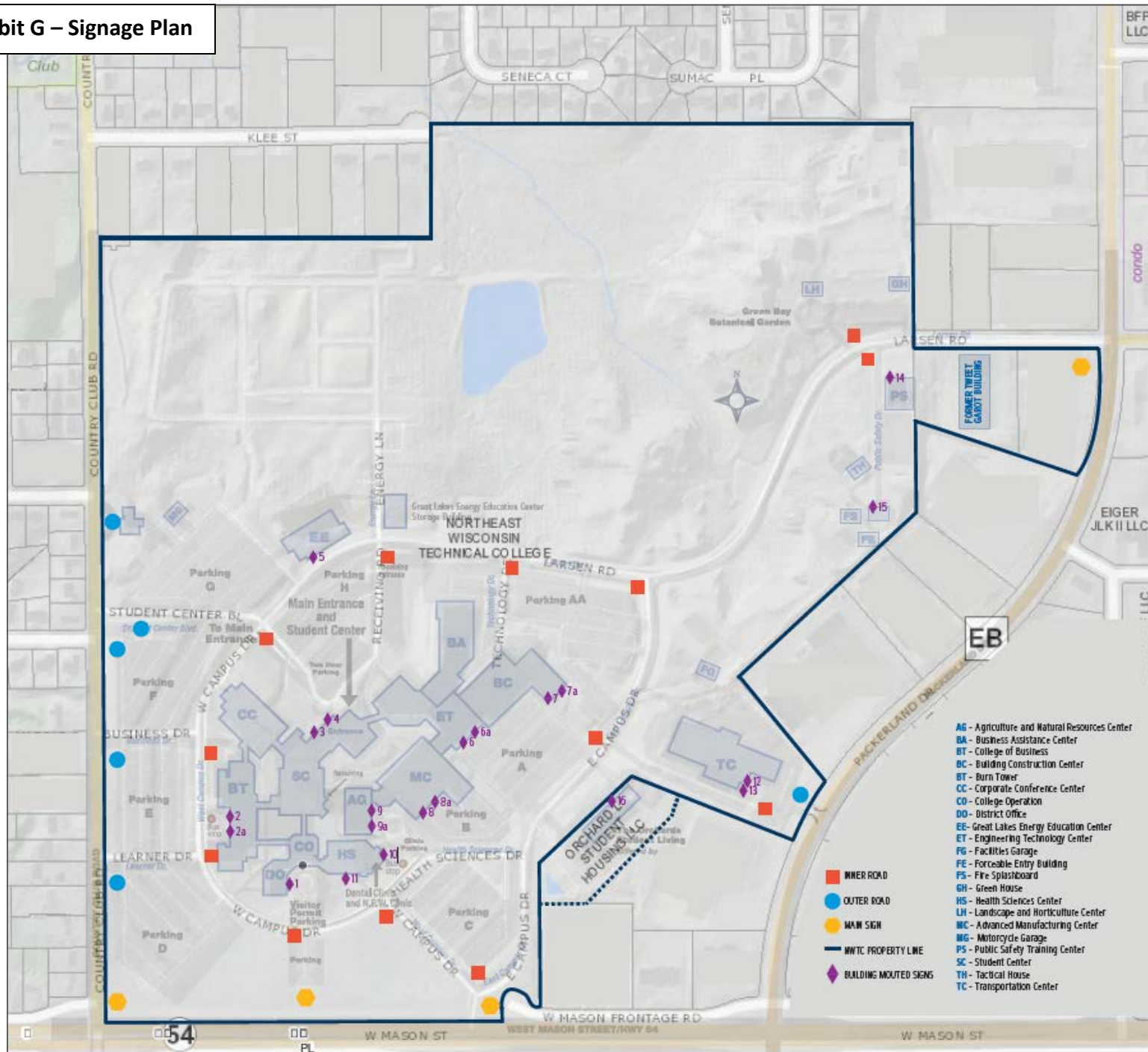


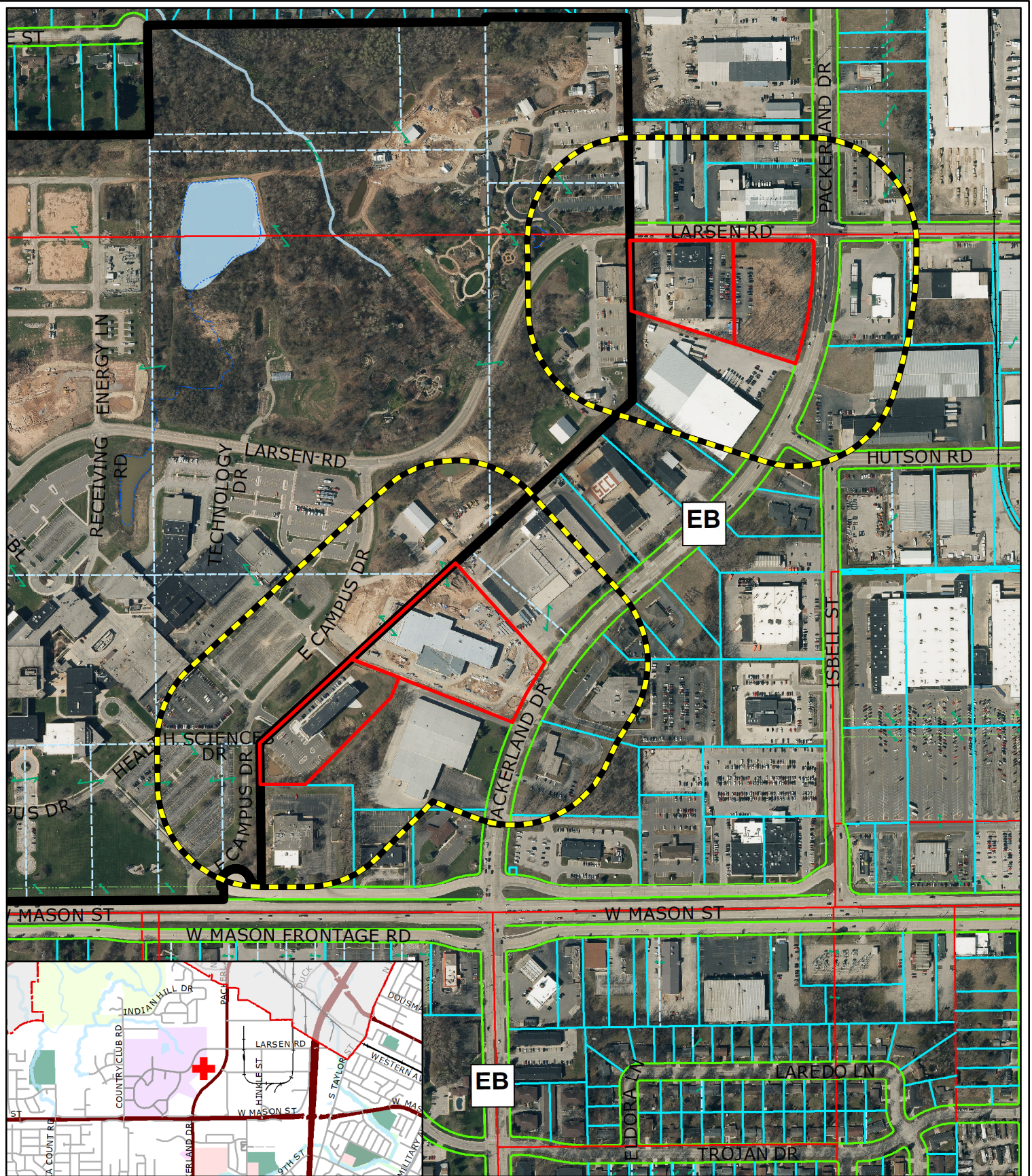


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Exhibit F

Exhibit G – Signage Plan





- Subject Property
- 400' Notice Area

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Zoning Petition (ZP 19-21)
Request for a Planned Unit Development
(PUD) Amendment to Expand NWTC
Campus Boundaries and Signage



ZONING ORDINANCE NO. 10-19

**AN ORDINANCE REZONING PROPERTY LOCATED AT
154 BERGER STREET FROM LOW DENSITY RESIDENTIAL (R-1)
TO VARIED DENSITY RESIDENTIAL (R-3)
(ZP 19-23)**

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property located at 154 Berger Street from Low Density Residential (R-1) to Varied Density Residential (R-3) District:

LOTS TEN (10) AND ELEVEN (11), BLOCK ONE (1), PLAT OF SMITH BROTHERS GARDEN ADDITION, IN THE CITY OF GREEN BAY, EAST SIDE OF THE FOX RIVER, BROWN COUNTY, WISCONSIN, EXCEPTING THEREFROM PARTS USED FOR STREET PURPOSES DESCRIBED IN JACKET 9115 RECORDS, IMAGE 36.

Tax Parcel No.: 21-2567

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

SECTION 3. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

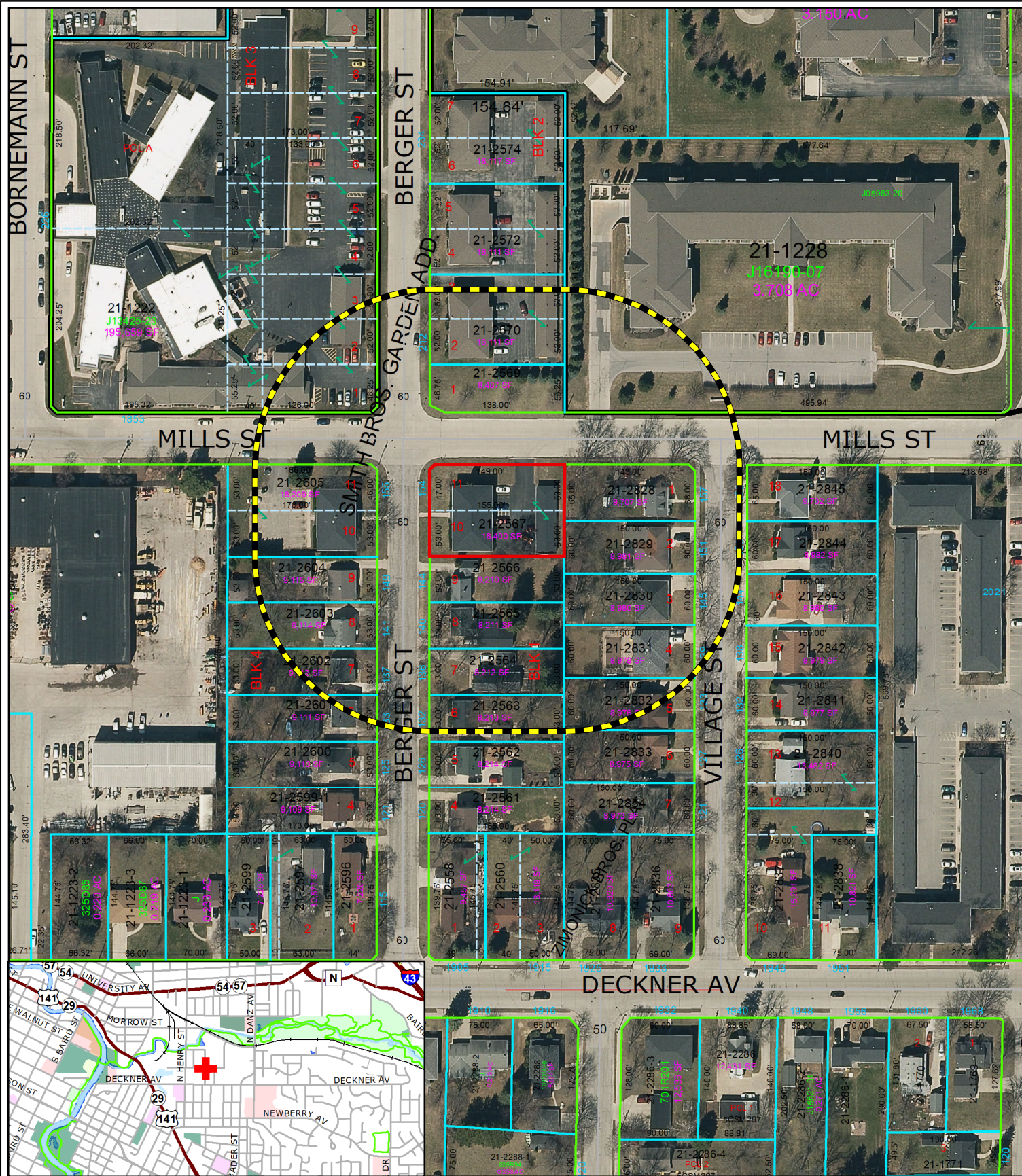
APPROVED:

Mayor

ATTEST:

Clerk

db:
Attachment – Map



- Subject Property
- 200' Notice Area

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

Zoning Petition (ZP 19-23)

Request to rezone property located at 154 Berger Street from R-1 Low Density Residential District to R-3 Varied Residential District.



0 50 100 Feet





Report to the
Common Council
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # J.3.

Public Hearing of the 2020 Proposed City of Green Bay Budget.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

ZONING ORDINANCE NO. 10-19

**AN ORDINANCE REZONING PROPERTY LOCATED AT
154 BERGER STREET FROM LOW DENSITY RESIDENTIAL (R-1)
TO VARIED DENSITY RESIDENTIAL (R-3)
(ZP 19-23)**

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property located at 154 Berger Street from Low Density Residential (R-1) to Varied Density Residential (R-3) District:

LOTS TEN (10) AND ELEVEN (11), BLOCK ONE (1), PLAT OF SMITH
BROTHERS GARDEN ADDITION, IN THE CITY OF GREEN BAY, EAST SIDE
OF THE FOX RIVER, BROWN COUNTY, WISCONSIN, EXCEPTING
THEREFROM PARTS USED FOR STREET PURPOSES DESCRIBED IN
JACKET 9115 RECORDS, IMAGE 36.

Tax Parcel No.: 21-2567

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

SECTION 3. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

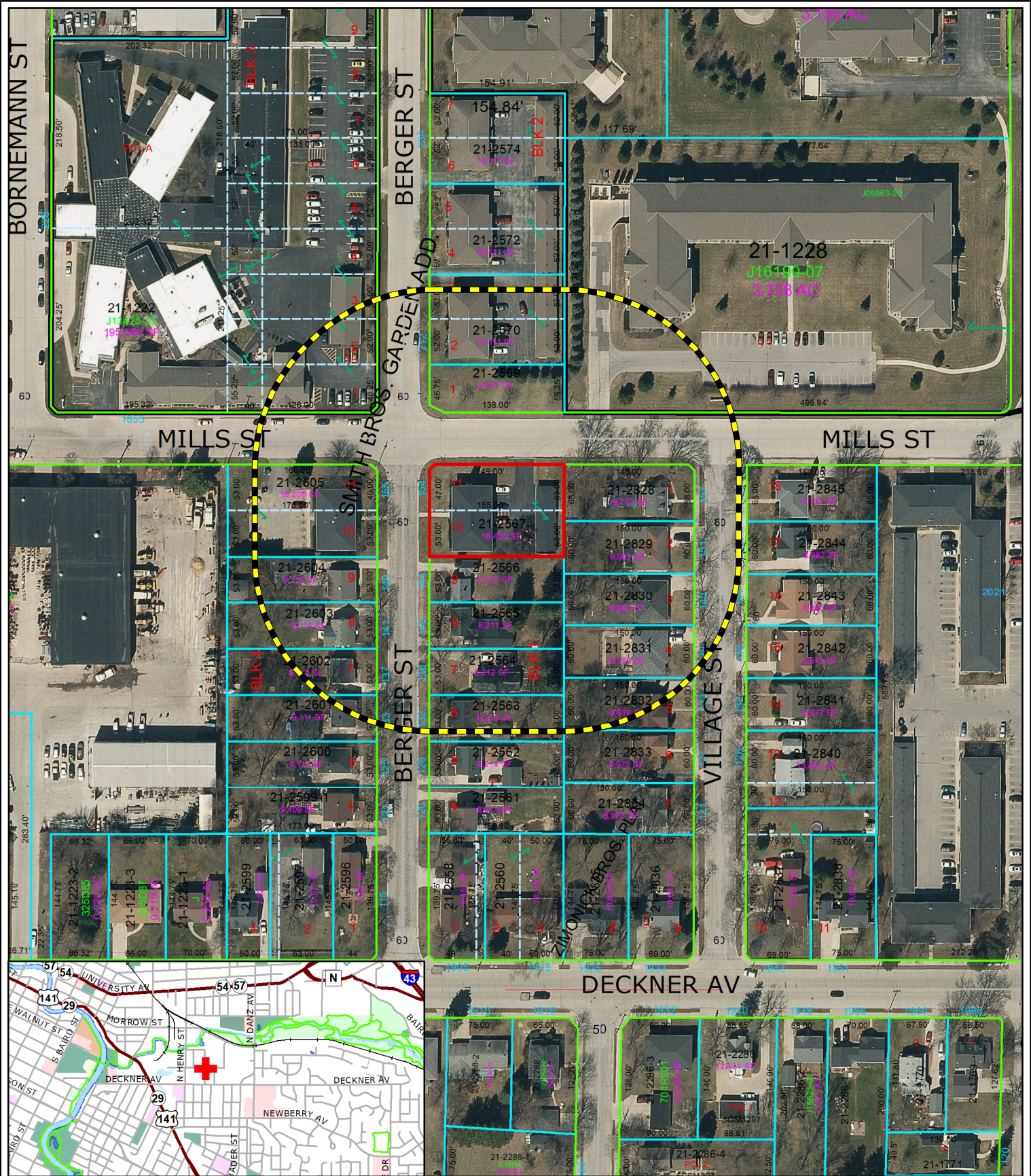
APPROVED:

Mayor

ATTEST:

Clerk

db:
Attachment – Map



- Subject Property
- 200' Notice Area

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

Zoning Petition (ZP 19-23)

Request to rezone property located at 154 Berger Street from R-1 Low Density Residential District to R-3 Varied Density Residential District.



0 50 100 Feet



ZONING ORDINANCE NO. 9-19

AN ORDINANCE
AMENDING ZONING ORDINANCE NO. 16-13
FOR NORTHEAST WISCONSIN TECHNICAL COLLEGE
CAMPUS PLANNED UNIT DEVELOPMENT TO
ADJUST THE CAMPUS BOUNDARY AND
AMEND THE SIGNAGE PLAN
(2740 WEST MASON STREET)
(ZP 19-21)

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

SECTION 1. Pursuant to Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, the Planned Unit Development (PUD) for Northeast Wisconsin Technical College campus, as amended by Zoning Ordinance 16-13, is hereby further amended on the following described property:

Tax Parcel Number 6H-1752 (formerly known as Tax Parcel Numbers 6H-1136, 6H-1098, 6H-1067, 6H-1067-1, 6H-1065-1, 6H-1056, 6H-1054, 6H-1135, 6H-1134, 6H-1102, 6H-1748, 6H-1749, 6H-1750, 6H-1751, 6H-1752, 6H-1753, and 6H-1754): W 146 FT OF LOT 45 & LOT 46 EX J12501-43 & LOTS 47-51 & VAC FRONTAGE RD 1ST ADDN TO PACKERLAND SUBD & WLY 550 FT OF LOTS 8, 11, 12 & 13 EX OUTLOT 2 OF 3 CSM 291 & LOTS 10,C & E SEC 20 EX 12 CSM 285 & LOTS 3, 4, 5 & 6 & NW1/4 NE1/4 & NE1/4 NW1/4 & SW1/4 NW1/4 & OUTLOT 1 OF 3 CSM 285 BNG PRT OF LOT 7 EX 371 D 488 & EX 750 R 391 SEC 29 ALL IN T24N R20E EX RDS & LOT 1 OF 38 CSM 286 BNG PRT OF LOT 41 OF 1ST ADDN TO PACKERLAND SUBD

Tax Parcel Number 6H-1745-1: LOT 2 OF 60 CSM 302 BNG PRT OF LOTS 43, 44 & 45 OF FIRST ADDN TO PACKERLAND SUBD

Tax Parcel Number 6H-1740-1: LOT 2 OF 10 CSM 145 BNG PRT OF LOT 37 PACKERLAND SUBD 1ST ADDN

Tax Parcel Number 6H-1740: LOT 1 OF 10 CSM 145 BNG PRT OF LOT 37 PACKERLAND SUBD 1ST ADDN

SECTION 2. Pursuant to Sections 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

A. Scope and Subject Area.

Northeast Wisconsin Technical College (NWTC) is a two-year technical college serving Northeast Wisconsin by providing education, training, and

life-long learning opportunities for individuals and businesses leading to the development of a skilled workforce.

It is the intent of this ordinance to allow for the continued growth of the campus in an orderly fashion in consideration of surrounding properties consistent with the Wisconsin State Technical College System.

Consistent with the objectives of the College, there is a current opportunity for the development of a higher density residential dormitory to be located on the campus to serve the needs of the students.

Exhibit A depicts the current NWTC campus boundary and the core campus limits.

B. Permitted Uses.

1. Principal Uses. The permitted principal uses include the following:
 - a. Educational use as permitted under the Wisconsin State Technical College System.
 - b. Uses as allowed within the General Commercial (C1) District.
 - c. Options for Independent Living as approved under ZO 1-98 (ZP 1144) and as amended under ZO 4-12 (ZP 12-20).
 - d. The Green Bay Botanical Gardens.
 - e. Business Incubator in partnership with the College.
 - f. Health Clinics in partnership with the College.
2. Residential Dormitories-Student Housing.
 - a. Phase I - development of 108 residential apartment units generally compliant with Exhibit B, C, D, E, F.
 - b. Architectural Design. Covered entries shall be provided on all ground-level entrances to the structure or other similar architectural entry feature shall be provided.
 - c. All exterior building materials shall be of a durable nature and shall blend to complement the overall design of the structure.
 - d. All rooftop and ground level mechanical equipment shall be screened

from public view using architectural treatments consistent with the overall design of the structure.

e. Overall design and appearance shall be consistent with Exhibit D, E, F.

f. Dimensional Standards.

1. No building within the development shall exceed four stories or 55 feet in height.

2. A 25 foot side and rear yard setbacks shall be maintained excluding building and parking.

g. Landscaping.

1. Foundation landscaping is provided along the front, side and rear of the building facade. This would include at least a five foot wide area along the front façade from the base of the building and is to include native, hardy perennials and shrubs to complement the façade. This would exclude any entries on the building.

2. Provide a detailed landscaping plan for the area.

3. Accessory Uses. Accessory uses shall include all maintenance buildings, Power & Gas Distribution outdoor lab structures serving the Campus and its programs.

4. Prohibited Uses. Any use not identified by this Ordinance as a permitted principal or accessory use, or any use not determined by the Zoning Administrator to be substantially similar to a use that is permitted, shall be prohibited.

C. Dimensional Standards.

1. Height. Structures located within the campus core boundary may have an overall building height of 80 feet (measured from the average West Mason Street curb elevation) not including mechanical penthouses. Structures outside the campus core boundary may not exceed 35 feet in overall height. The exception to this requirement is the college's Burn Tower located at the Public Safety training area of the campus which may have a height of 80 feet above the elevation at the base of that structure. Student housing is excluded from this requirement.

2. Setbacks. The following setbacks shall apply as measure from property lines/right-of-way lines and shall prohibit any buildings and parking:

- a. West Mason Street - 15 feet
- b. Country Club Road - 25 feet
- c. East property line – 25 feet
- d. North property line – 50 feet

D. Site Plan. A complete site plan shall be submitted and approved prior to any construction, change of use, or other activity that requires site plan approval under Section 13-1802, Green Bay Municipal Code.

E. Parking.

- 1. Shall be consistent with Sections 13-1700 and 13-1800, Green Bay Municipal Code.
- 2. Service, loading, and trash collection. Areas for service, loading, or trash collection shall not be visible from public rights-of-way. These functions shall be incorporated into the overall design of the building and the landscaping or may be screened in compliance with Section 13-1813, Green Bay Municipal Code.
- 3. Gravel or similar material may be used for drives that service the Power & Gas Distribution Field Lab.

F. Lighting. Lighting shall be regulated as specified in Sections 13-524, 13-525, 13-527, Outdoor Lighting Regulations, Green Bay Municipal Code.

G. Signs.

- ~~1. Except as provided herein, all signage shall be designed and installed in compliance with ZO 14-05 (ZP 05-28).~~
- ~~2. Student Housing.~~
 - ~~a. One monument sign is permitted not greater than 8 feet in overall height and not to exceed 80 square feet per side.~~
 - ~~b. Multiple wall signs may be permitted no greater than 25 square feet per sign, not to exceed a total of 100 square feet per wall.~~

- c. ~~All other applicable sign standards shall be met compliant with Section 13-2000, Green Bay Municipal Code.~~

1. General Sign Requirements

- a. Lighting, although not required, is permitted and shall not exceed one-foot candle at the centerline of any public right-of-way.
- b. Banners will be permitted on a temporary basis for a period not to exceed one (1) week, for not more than six (6) events a year.
- c. Vision triangles must be maintained on all public and private intersections as required by Section 13.510(a), Green Bay Municipal Code, and defined as the triangular area defined by the interior sector of two (2) twenty-five (25) foot legs extending from two intersecting streets, or two (2) fifteen (15) foot legs extending from an intersecting street and an alley or driveway. Signs permitted in this area shall have an underclearance of no less than ten (10) feet and shall be no more than three (3) feet high if permitted on the ground. Ground-level signs are permitted in the setback areas, excluding vision triangles, provided they are not otherwise restricted.
- d. Colors and materials of all signs shall be consistent within one another and blend with the existing and proposed structures.
- e. All sign locations shall be appropriately landscaped.

2. Main Campus Identity Signs (located on West Mason Street & Packerland Drive)

- a. A total of four (4) main entrance monument signs shall be permitted as shown on Exhibit 'G'.
- b. Three (3) of the signs will be 'Arrival' Signs and shall not exceed fourteen (14) feet in overall height nor 85 square feet in area per side.
- c. A fourth monument sign with digital display will be permitted on Packerland Drive and Larsen Road and shall not exceed fourteen (14) feet in height and shall not exceed 235 square feet in area per side. Digital signage shall not exceed 15 percent of the overall square footage of the sign area.
- d. Digital portion of the sign shall meet the regulation of Green Bay Municipal Code Section 13-2021 relating to video display signs.

3. Outer Road Signage (Public Rights-of-Way)

- a. A total of six (6) outer road directional signs may be permitted as shown on Exhibit 'G'.
- b. The four (4) outer road signs along Country Club Road shall not exceed six (6) feet in overall height and shall not exceed 55 square feet in area per side each.

- c. Outer road sign on the corner of Country Club and Student Center Blvd shall not exceed six (6) feet in overall height and shall not exceed eighteen (18) square feet in area per side.
 - d. Outer road sign on Packerland shall not exceed eighteen (18) feet of overall height and shall not exceed 55 square feet in area per side.
- 4. Inner Road Signage (Interior Private Roadways)
 - a. A total of thirteen (13) inner road directional signs may be permitted as shown on Exhibit 'G'.
 - i. Potential of up to two (2) additional inner road directional signs may be added with future renovations.
 - b. Inner road signs shall not exceed fifteen (15) feet in overall height and 100 square feet in area per side and may be four sided.
 - c. An inner road sign residing on tenant property at Green Bay Botanical Gardens shall not exceed eight and one half (8.5) feet in overall height and 32 square feet in area per side. A digital display is permitted and shall not exceed 57% of the overall square footage of the sign.
- 5. Building Mounted Wall Signage
 - a. Any property designated as part of the institutional campus shall be allowed to identify individual buildings, whether contiguous or disconnected, with a total sign area not to exceed a total area of 150 square feet in area.
 - i. Sign content may be placed at multiple locations on each building. However they shall not exceed the total allowable sign area.
 - ii. The total allowable sign area on each building may be exceeded in areas that are not visible from an inner campus road or an outer road.
 - b. Signs shall not be internally illuminated.
 - c. Up to four (4) additional wall signs shall be allowed which identify the name of the institution, with an allowable area not to exceed 150 square feet in area each.
 - i. The total area of these signs shall not be included in the total allowable area as described in section (5a).
 - ii. Sign locations shall only be allowed where no more than two (2) wall signs can be viewed at the same time from any public roadway.
- 6. Parking, Directional and Informational Signage

- a. **Parking, directional and other informational signage shall not exceed five (5) feet in overall height and twelve (12) square feet in area per side.**

H. Stormwater Management. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 30, Green Bay Municipal Code.

I. Additional Applicable Regulations. Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

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

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-1900, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this _____ day of _____, 2019.

APPROVED:

Mayor

ATTEST:

Clerk

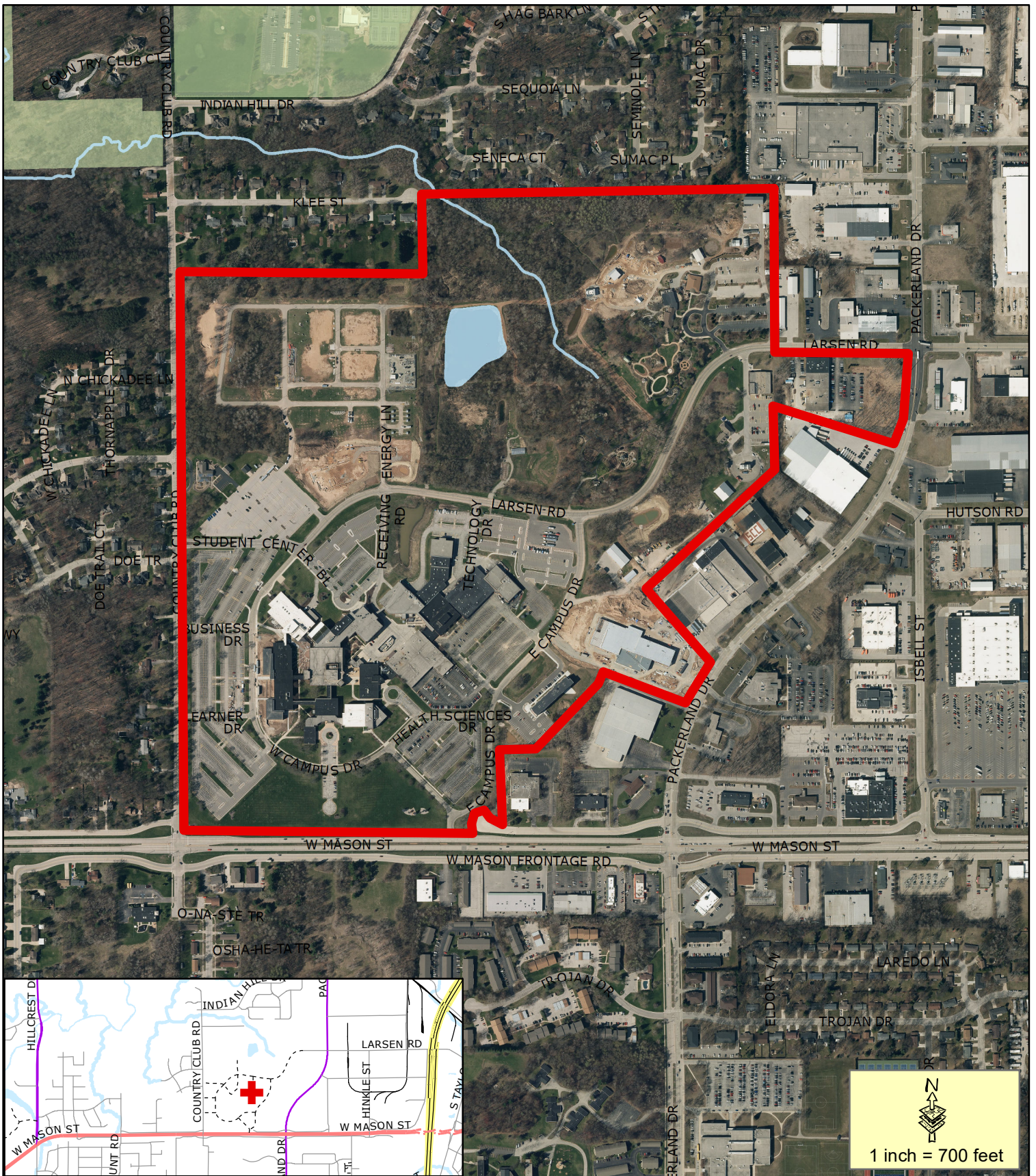
DB:

Attachments:

Exhibit A: Campus Boundary

Exhibit B-F: Residential Dormitories-Student Housing Plans

Exhibit G: Sign Locations



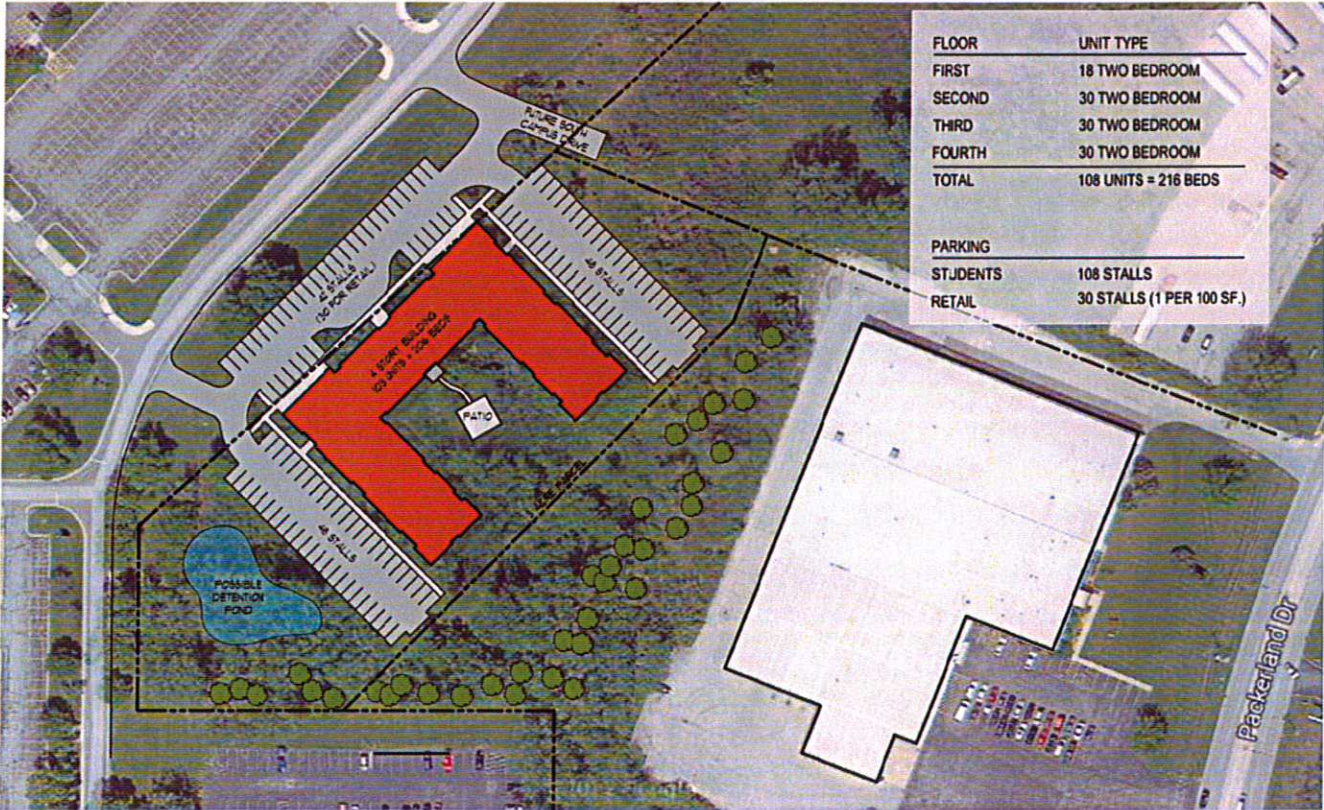
 NWTC Campus

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Map prepared by DB

Exhibit A Northeast WI Technical College (NWTC) Campus Boundary_2019



NWTC STUDENT HOUSING
GREEN BAY, WISCONSIN



FLOOR	UNIT TYPE
FIRST	18 TWO BEDROOM
SECOND	30 TWO BEDROOM
THIRD	30 TWO BEDROOM
FOURTH	30 TWO BEDROOM
TOTAL	108 UNITS = 216 BEDS
PARKING	
STUDENTS	108 STALLS
RETAIL	30 STALLS (1 PER 100 SF.)

SITE PLAN - 1" = 80'-0"

9.30.13

Exhibit B

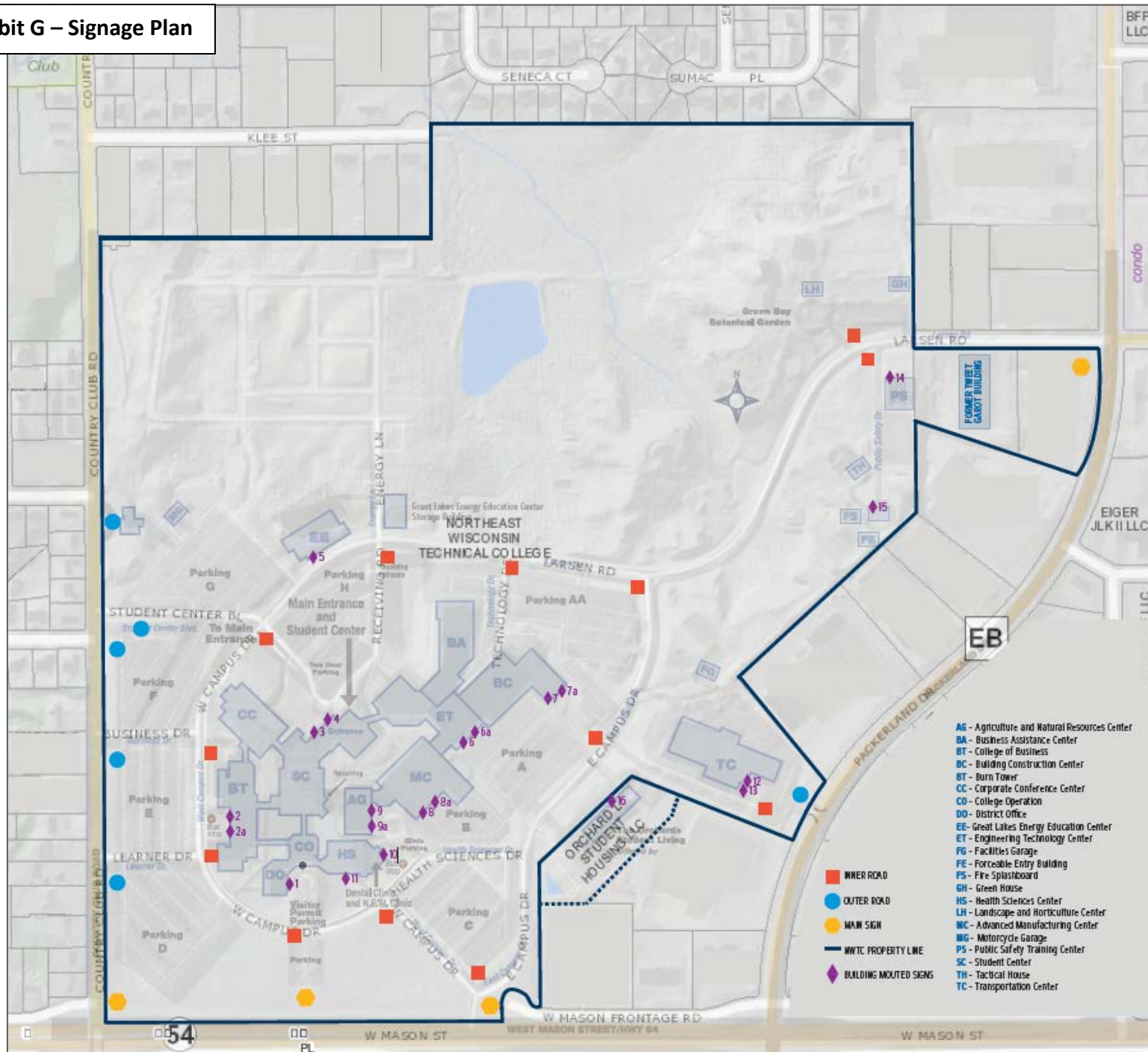


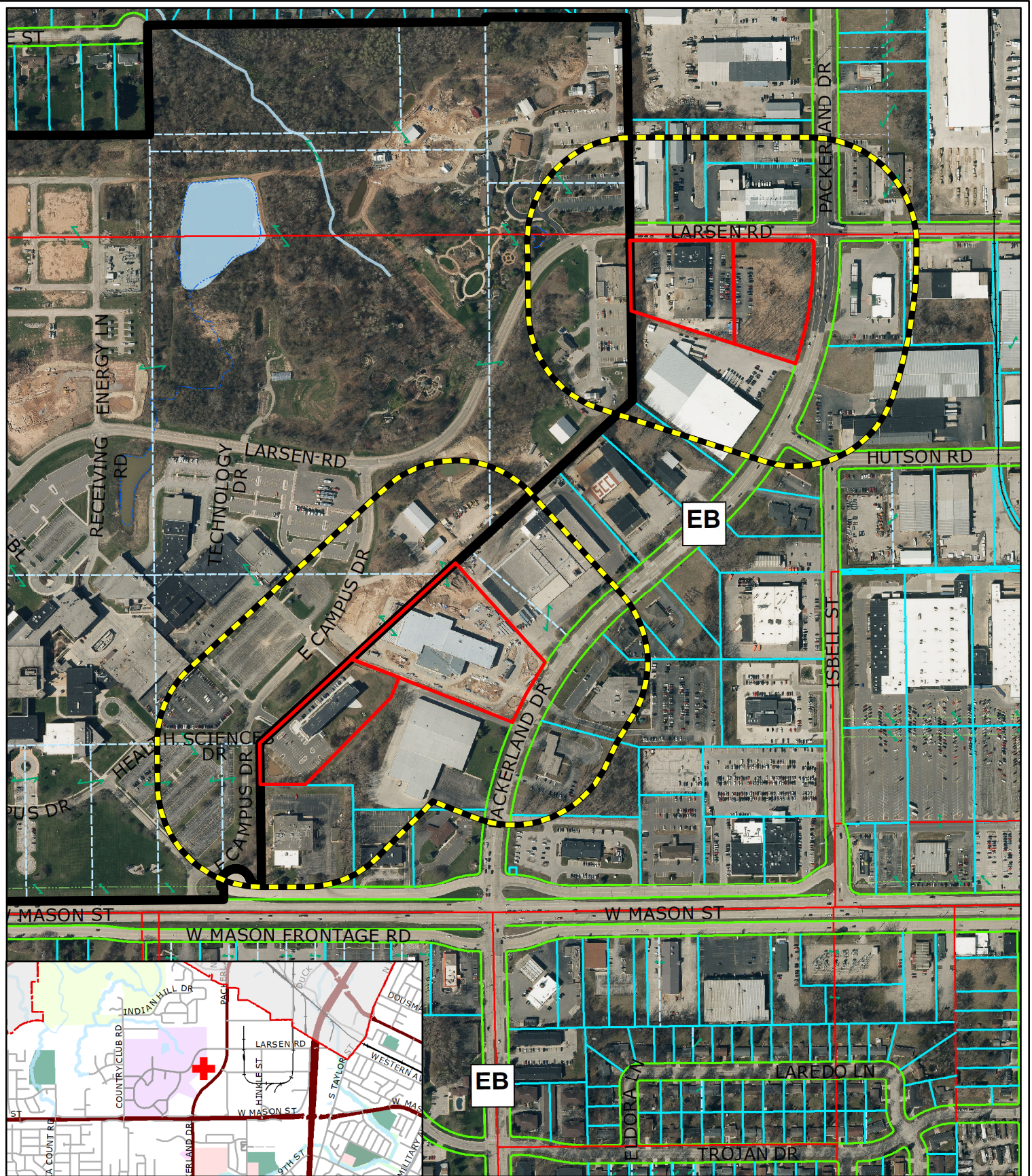
Exhibit D





Exhibit G – Signage Plan





- Subject Property
- 400' Notice Area

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Zoning Petition (ZP 19-21)

Request for a Planned Unit Development (PUD) Amendment to Expand NWTC Campus Boundaries and Signage





Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # L.I.

To refer to staff the communication from Ald. Johnson (District 9) "To create a policy guaranteeing City Council oversight and disbursement of funds related to Affordable Housing Extension Resolutions for TIDs 7, 8, and 12," and to report back to the RDA in March 2020.

BACKGROUND

Wis. Stats. §66.1105(6)(g) permits the City to extend the life of a tax increment district (TID) that is required to close for one (1) additional year, so long as all incremental property taxes from such additional year are used to improve housing stock within the City so long as no less than seventy-five percent (75%) of said incremental property taxes from such additional year shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

At their meeting in September 2019, the City Council adopted such an "Affordable Housing Extension Resolution" for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors; TID Eight (8), Henry and Morrow Streets; and TID Twelve (12), I-43 Commercial Development.

Ald. Johnson is requesting that the RDA create a policy detailing how those funds should be allocated, with a mechanism for Council oversight and disbursement. The timing aligns well with our efforts to update our Community Development Block Grant (CDBG) Consolidated Plan in early 2020.

RECOMMENDATION

Refer to staff to report back to the RDA in March 2020.

FISCAL IMPACT

Allocated staff time to prepare policy.

ATTACHMENTS

- I. Ald. Johnson Communication - 190917



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 09-17-19

Request of Alderperson Brian Johnson

Refer to: ~~RDA~~ RDA

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

To create a policy guaranteeing
city council oversight ^{and disbursement} of funds
related to Affordable Housing Extension
Resolutions for TIDs 7, 8 and 12.



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # L.2.

To approve Development Agreement 19-04 with TWG Development, LLC, and DDL Holdings, LLC, for TWG 2 @ The Rail Yard at 419 Donald Driver Way (Tax Parcel 5-1772), subject to minor legal and technical revisions.

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The 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

A Developer, TWG, LLC, intends to complete a Project, which includes the construction of a new five (5)-story residential structure, with two hundred twenty five (225) studio, one (1)-bedroom, and two (2)-bedroom rental units, with residential amenities, including a roof deck. The structure will also include approximately seven thousand (7,000) square feet of first-floor retail space along Broadway.

The Project aligns with our Department vision to link and leverage our natural, built, human, and social assets in order to generate valuable products, services, and experiences within the City. It makes our community more safe, productive, accessible, and innovative, for it:

- remediates environmental contamination and/or enhances the physical (soil, water, air) landscape
- strengthens and/or expands public water, sewer, stormwater, and other utility infrastructure
- builds new structures with high-performance designs, systems, and finishes
- creates a significantly higher per acre property value than adjacent properties and the City average
- generates property taxes greater than the cost of providing infrastructure and services
- builds new structures for individuals of all ages and abilities
- is located in a place easy to reach on foot, bicycle, or transit
- strengthens and/or expands non-motorized transportation networks
- expands our range of (residential, commercial, and industrial) real estate products
- is designed and built with options for conversion to alternative uses in the future

As of January 1, 2019, the Property has an aggregate assessed value of one million five hundred thousand dollars (\$1,500,000.00), which based on the assessed tax rates in effect as of January 1, 2019, the Property yields approximately:

- Thirty five thousand, seventy dollars (\$35,070.00) in total real estate taxes annually (assessed mill rate of \$23.38);
- Thirty five thousand, seventy dollars (\$35,070.00) 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 \$23.38); and

- Thirteen thousand, seven hundred twenty five dollars (\$13,725.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15),

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be twenty one million dollars (\$21,000,000.00), which is anticipated to yield approximately:

- Four hundred ninety thousand, nine hundred eighty dollars (\$490,980.00) in total real estate taxes annually (assessed mill rate of \$23.38);
- Four hundred ninety thousand, nine hundred eighty dollars (\$490,980.00) 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 \$23.38); and
- One hundred ninety two thousand, one hundred fifty dollars (\$192,150.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District No. Fourteen (14) (the “TID”), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs.

RECOMMENDATION

Approve Development Agreement 19-04 with TWG Development, LLC, and DDL Holdings, LLC, for TWG 2 @ The Rail Yard at 419 Donald Driver Way (Tax Parcel 5-1772), subject to minor legal and technical revisions.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes:

1. A “Future Project Grant” of two million, one hundred thousand dollars (\$2,100,000.00) to DDL Holdings, LLC, per the terms of Development Agreement 17-02 (RailYard: North); and
2. Should the annual debt service payment not consume all of the Available TIF Increment:
 1. The City shall make available fifty percent (50%) of the remaining Available TIF Increment to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, and DDL Holdings, LLC hereby transfers sixty percent (60%) of such additional PAYGo Reimbursement created by the Project described herein to the Developer; and
 2. The City shall then make sixty percent (60%) of the remaining Available TIF Increment available to the Developer.

No levy dollars will be used for this project.

ATTACHMENTS

1. 8.3 - Rail Yard - TWG 2 - Development Agreement - 191028 - RDA



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 19-04
RAIL YARD APARTMENTS

This Development Agreement is made this _____ day of _____, 2019,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
TWG DEVELOPMENT, LLC, an Indiana limited liability company ("Developer"), and
DDL HOLDINGS, LLC, a Wisconsin limited liability company.

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
5-1772	419 Donald Driver Way	3.07	\$1,500,000.00

- B. The parcel listed above, shall be referred to as the "Property." The Property comprises approximately three and seven hundredths (3.07) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the construction of a new five (5)-story residential structure, with two hundred twenty five (225) studio, one (1)-bedroom, and two (2)-bedroom rental units, with residential amenities, including a roof deck. The structure will also include approximately seven thousand (7,000) square feet of first-floor retail space along Broadway. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2019, the Property has an aggregate assessed value of one million five hundred thousand dollars (\$1,500,000.00), which based on the assessed tax rates in effect as of January 1, 2019, the Property yields approximately:
1. Thirty five thousand, seventy dollars (\$35,070.00) in total real estate taxes annually (assessed mill rate of \$23.38);
 2. Thirty five thousand, seventy dollars (\$35,070.00) 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 \$23.38); and
 3. Thirteen thousand, seven hundred twenty five dollars (\$13,725.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be twenty one million dollars (\$21,000,000.00), which is anticipated to yield approximately:
1. Four hundred ninety thousand, nine hundred eighty dollars (\$490,980.00) in total real estate taxes annually (assessed mill rate of \$23.38);
 2. Four hundred ninety thousand, nine hundred eighty dollars (\$490,980.00) 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 \$23.38); and
 3. One hundred ninety two thousand, one hundred fifty dollars (\$192,150.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District No. Fourteen (14) (the “TID”), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that Developer remediates environmental hazards, enhances the physical landscape, removes blight, expands the range of residential products, adds residents, and encourages additional investment and development, and the public will generally benefit; the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.

- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

Whenever in this Agreement a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand. As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be one million five hundred thousand dollars (\$1,500,000.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.

- G. “Developer” means TWG Development, LLC, an Indiana limited liability company, or any assignee of the same.
- H. “Future Project” means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. “Plans and Specifications” means the plans and specifications developed for the Project.
- J. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- L. “Project” means the Project as defined in the Recitals.
- M. “Public Art” means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- N. “Public Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
 - 1. road, pedestrian, and bicycle improvements; and
 - 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 - 3. telephone, high-speed cable, and related technology infrastructure; and
 - 4. natural gas, electrical power, and other public utilities; and
 - 5. any related engineering, grading, erosion control, and landscaping; and
 - 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- O. “Qualified Expenditures” means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- P. “Special Assessment” means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. “Special Charge” means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.

- R. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- S. "TID" means Tax Increment District Number Fourteen ("TID 14" or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 14 in 2006; TID 14 terminates in 2033. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs.
- T. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- U. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. Development Agreement 17-02 (RailYard: North).
 - a) As defined within Section II. of Development Agreement 17-02, the Project described herein shall qualify as a "Future Project".
 - b) As described in Section III. B. 2. of Development Agreement 17-02, the Project described herein shall qualify DDL Holdings, LLC to receive a "Future Project Grant" of two million, one hundred thousand dollars (\$2,100,000.00). Such Future Project Grant shall be paid directly to DDL Holdings, LLC pursuant to Section III. B. 2. of Development Agreement 17-02.
 - c) In order for the City to cover the costs of debt service associated with this Future Project Grant, the Developer guarantees to all parties, including, without limitation, DDL Holdings, LLC, that the Project described herein shall have a minimum aggregate assessed value of no less than twenty one million dollars (\$21,000,000.00) within twenty-four (24) months of the Future Project Grant award.
 - d) As described in Section III. B. 4. of Development Agreement 17-02, the Project described herein shall create Incremental Property Value, which shall cause DDL Holdings, LLC to receive a corresponding amount of additional PAYGo Reimbursement. DDL Holdings, LLC hereby transfers sixty percent (60%) of such additional PAYGo Reimbursement created by the Project described herein to the Developer.

2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - d) The City shall first use the Available TIF Increment to cover its annual debt service obligation for the Future Project Grant to DDL Holdings, LLC as defined within Section III. B. 2. of Development Agreement 17-02 (RailYard: North). The City shall provide Developer a schedule of the annual costs of debt service associated with such Future Project Grant, which is herein attached as EXHIBIT D. Should the annual debt service payment not consume all of the Available TIF Increment:
 - (I) The City shall make available fifty percent (50%) of the remaining Available TIF Increment to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, and DDL Holdings, LLC hereby transfers sixty percent (60%) of such additional PAYGo Reimbursement created by the Project described herein to the Developer; and
 - (II) The City shall then make sixty percent (60%) of the remaining Available TIF Increment available to the Developer.
 - e) PAYGo Reimbursement payments, including the PAYGo Reimbursement transferred by DDL Holdings, LLC to Developer as set forth in this Agreement, will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2021, the TIF Increment would be determined as of January 1, 2022 and the PAYGo reimbursement would first be payable in 2023.
 - f) Developer represents that but for the PAYGo Reimbursement through 2036, the Developer will have inadequate funds to complete the Project. Accordingly, in the event the termination date of the TID is not extended from 2033 to 2036, the City and Developer shall amend this Agreement to provide for alternative incentive in an amount equal to the PAYGo incentive anticipated to be generated from 2033 to 2036 as necessary to complete the Project.
3. Qualified Expenditures. The TIF Incentive shall only fund, in order of priority:

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

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

- I. Monetary Limitation. The TIF Incentive in any year, exclusive of the Future Project Grant, and the TIF Incentive to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, shall not exceed sixty percent (60%) of the Available Tax Increment for the Property.
 - 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.
 - 3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
 - 4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.
- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.
- E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

Except for the obligations set forth in Section IV. A. 2. below, which shall be the obligation of DDL Holdings, LLC to perform and complete, the following obligations of Developer shall be performed and completed exclusively by Developer, and DDL Holdings, LLC is hereby released from performing and

completing any such corresponding obligations under Article IV of Development Agreement 17-02 with respect to the Property and the Project (as both are defined in this Agreement):

A. Concept Plan. Prior to June 30, 2020, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented herein. The Concept Plan shall clearly identify:

1. The location of all proposed Private Improvements; and
2. The location of all existing and future public streets.

Notwithstanding the foregoing, except for the Public Improvements and Private Improvements located entirely on the Property, DDL Holdings, LLC shall remain responsible for all Public Improvements and Private Improvements as set forth in the Development Agreement between the City of Green Bay and DDL Holdings, LLC, executed 1 December, 2017, and known as Development Agreement 17-02 Railyard North (the “DDL Agreement”), up to the Property boundary lines, including but not limited to the construction of storm water and sanitary infrastructure which shall be run to the boundary lines for the Property.

All new public streets shall be “complete streets” with appropriate accommodations for pedestrians and bicyclists, as well as appropriate landscaping and lighting.

B. Construction Documents. Prior to June 30, 2020, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:

1. Plans and specifications for structural, mechanical and electrical systems, materials; and
2. Full-color elevations for all sides of all proposed structures; and
3. Descriptions and actual samples of all exterior building materials; and
4. Descriptions and photographic examples of interior finishes; and
5. Other such essential items as may be reasonably determined by the RDA to be appropriate.

C. Development Budget. Prior to June 30, 2020, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:

1. Not less than thirty million dollars (\$30,000,000.00) in “hard” construction costs for the entire Project; and
2. A line item of not less than five percent (5%) of total hard costs and soft costs for cost overruns and change orders; and
3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or

- c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 - 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
- 1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 - 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than May 31, 2020, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than May 31, 2020, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than May 31, 2020, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as

requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than August 30, 2020. Construction shall be completed no later than twenty-four (24) months from date of construction commencement. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.
 - I. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement without City and RDA consent only to an entity controlled and affiliated with Developer to own, manage and operate the Property, which shall include any single-purpose organizational entity (e.g. limited liability partnership or limited partnership) which shares common ownership with TWG Development, LLC and for which the Project is the primary asset. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of

Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

R. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property that arise on or after the date of acquisition; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource

Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

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

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

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

- a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
- b) Bodily Injury by Disease - one hundred thousand dollars (\$100,000.00) per employee; and
- c) Five hundred thousand dollars (\$500,000.00) policy limit.

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

- 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:

- a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
- a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) one million dollars (\$1,000,000.00) per occurrence; and Property Damage - two hundred fifty thousand dollars (\$250,000.00) per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV. S. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, DDL Holdings, LLC and their respective members, officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:

- a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, RDA or DDL Holdings, LLC, which notice shall be given by the City, RDA or DDL Holdings, LLC, as the case maybe, within ten (10) days of the knowledge of such claim, suit or action by the party giving such notice. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City, RDA and DDL Holdings, LLC unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City, RDA and DDL Holdings, LLC may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which any of them is entitled to indemnification by Developer; provided, however, that if the City, RDA or DDL Holdings, LLC is advised in writing by its respective legal counsel that there is a conflict between the positions of Developer and the City, RDA and DDL Holdings, LLC, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City, RDA or DDL Holdings, LLC different from or in addition to those available to Developer, then respective legal counsel for the City, RDA or DDL Holdings, LLC, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City, RDA or DDL Holdings, LLC. Developer shall not enter into any compromise or settlement without the prior written consent of the City, RDA or DDL Holdings, LLC, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City, RDA or DDL Holdings, LLC, as the case may be, shall be reasonable grounds for the City, RDA or DDL Holdings, LLC to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City, RDA and DDL Holdings, LLC for the reasonable fees and expenses of the respective counsel(s) retained by the City, by RDA and by DDL Holdings, LLC, and shall be bound by the results obtained by the City, RDA and DDL Holdings, LLC; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

The City's and RDA's obligations under this Agreement are conditioned upon the following:

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.

- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

The obligations of Developer under this Agreement are conditioned upon the following:

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City, RDA and DDL Holdings, LLC as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City, RDA and DDL Holdings, LLC, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.

- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City, RDA or DDL Holdings, LLC pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City, RDA nor DDL Holdings, LLC shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 - 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the

date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:

1. Termination. Terminate this Agreement without further notice to Developer;
2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
3. Specific Performance. Sue for specific performance;
4. Sue for Damages. Sue for all damages caused by the Event of Default;
5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.

- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
 - 1. All Qualified Expenditures have been repaid in full by Tax Increment;
 - 2. The City closes and terminates the TID;
 - 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 - 4. This Agreement is terminated because of an Event of Default;
 - 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall terminate at the end of tax year 2033, unless the JRB extends the termination date of TID 14, in which case, TIF payments shall terminate at the end of tax year 2036.
- C. Survival of Certain Provisions. Sections III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City, RDA and DDL Holdings, LLC are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City, RDA or DDL Holdings, LLC (except with respect to Section IV.A.2 of this Agreement or as otherwise set forth in the DDL Agreement with respect to the Public Improvements and Private Improvements to be located outside of the boundary lines for the Property, including but not limited to, the construction of storm water and sanitary infrastructure which shall run to the boundary lines for the Property, but except for the Public Improvements and Private Improvements located entirely on the Property) be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and

agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.

H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.

I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

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

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

To the Developer: TWG Development, LLC
 Attention: Jonathan Ehlke, Development Director
 Copy to: Dustin Detzler, Counsel
 333 N Pennsylvania St. Suite 100
 Indianapolis, IN 46204

To DDL Holdings, LLC: DDL Holdings, LLC
 Attention: Paul B. Belschner
 340 N. Broadway, Suite 460
 Green Bay, WI 54303

 Attention: Brent M. Weycker
 340 N. Broadway, Suite 460
 Green Bay, WI 54303

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

J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

L. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.

M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or

unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

- N. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 5

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

DEVELOPER:
TWG Development, LLC

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Personally came before me this _____ day of _____ 2019, the above named Louis A. Knoble, a member of TWG Development, LLC, an Indiana limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 2 of 5

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

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2019, the above named James J. Schmitt and Kris A. Teske, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 3 of 5

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

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2019, the above named Gary Delveaux and Kevin J. Vonck, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 4 of 5

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

DDL HOLDINGS, LLC

By: _____
Brent M. Weycker, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2019, the above named Brent M. Weycker, a managing member of DDL HOLDINGS, 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 5 of 5

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

DDL HOLDINGS, LLC

By: _____
Paul B. Belschner, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2019, the above named Paul B. Belschner, a managing member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A

Property Map

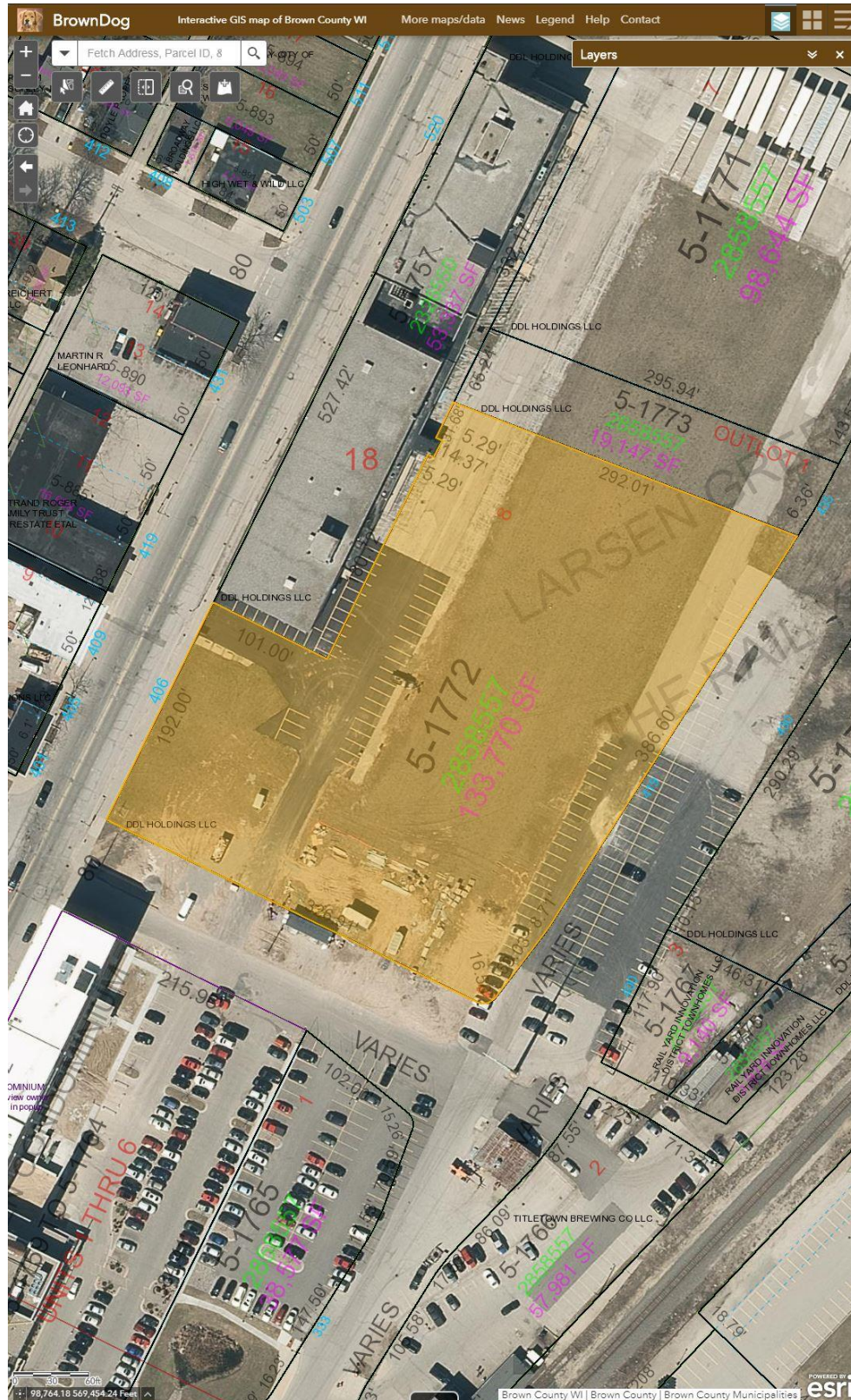


EXHIBIT B
Legal Description
LOT 8 THE RAIL YARD

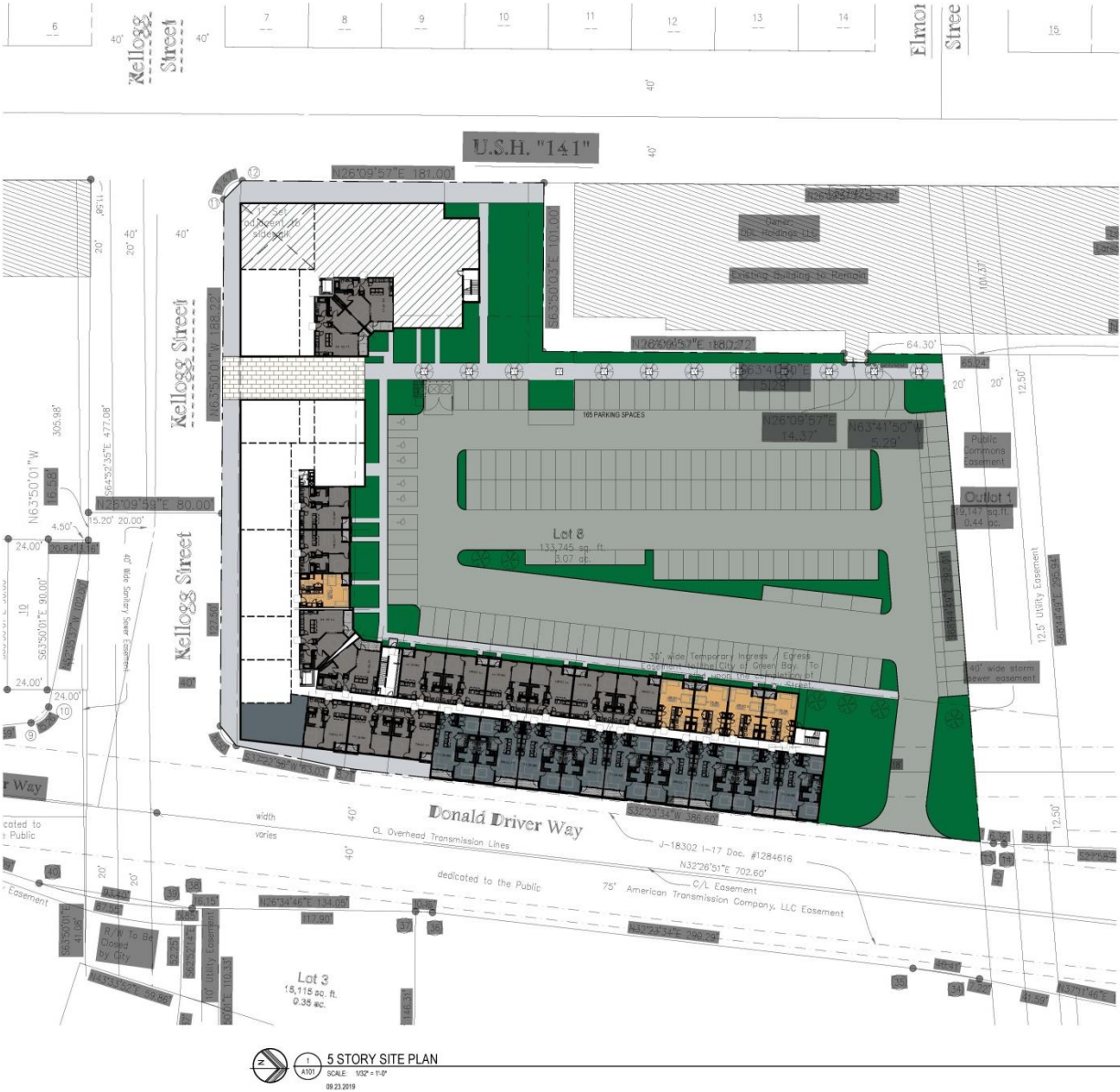
EXHIBIT C
Preliminary Concept Plan

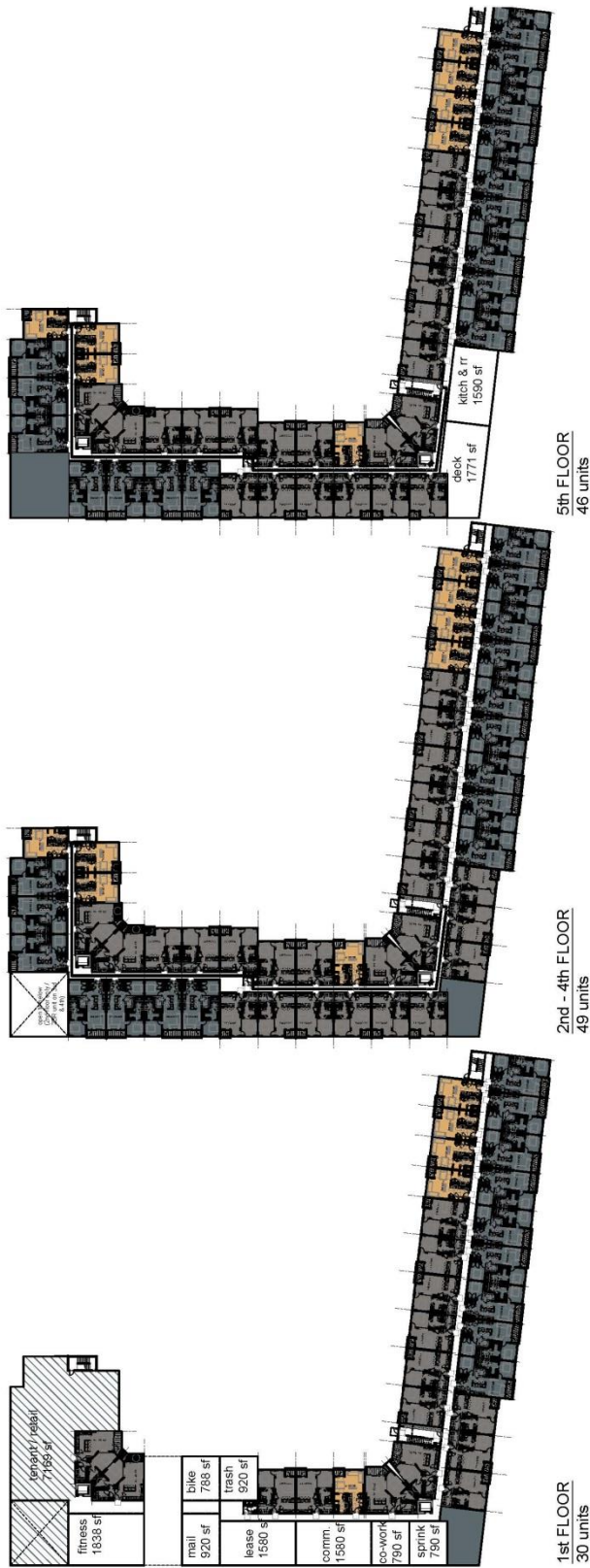


Broadway & Kellogg - Conceptual Rendering



Kellogg & Donald Driver Way - Conceptual Rendering





Green Bay Market Rate Unit Mix										
Unit Type	SF (gross)	1st Floor	2nd Floor	3rd Floor	4th Floor	5th Floor	Building Area	%		
UNIT 1B	592	5	2,960	8	4,736	8	4,736	37	21,904	16%
UNIT 1B	749	11	8,239	20	14,980	17	12,733	88	65,912	39%
UNIT 1C	843	4	3,372	4	3,372	4	3,372	20	16,860	9%
UNIT 2B	956	9	8,604	16	15,296	16	15,296	73	69,788	32%
UNIT 2C (corner)	1,459	-	-	1	1,459	1	1,459	3	4,377	1%
UNIT 2D (end)	1,153	1	1,153	1	1,153	-	-	4	4,612	2%
Total Unit SF		30	24,328	49	39,537	50	40,996	225	183,453	77.0%
Tenant			7,169	-	-	-	-	-	7,169	3.0%
Circulation / Balconies			5,731	7,075	7,377	7,377	7,416	34,976	34,976	14.7%
Amenity + Support			9,206	-	-	-	1,590	10,796	10,796	4.5%
Roof Deck			-	-	-	-	1,771	1,771	1,771	0.7%
Gross SF			46,434	46,612	48,373	48,373	48,373	238,165	238,165	100.0%

EXHIBIT D
Annual Costs of Debt Service Associated with the Future Project Grant

[To be included when borrowing occurs]



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # M.I.

To refer to the Mayor's Office to direct Public Works to coordinate and enact a short term plan to avoid preventable flooding this fall, winter, and spring along Hillcrest Drive and Westway Drive to include but not limited to removing debris from ditches, pumping water to available storm sewers, and providing sandbags to residents to protect their property.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # M.2.

To receive and place on file the request by Ald. Steuer to study and report out on the feasibility of utilizing the “even-odd” residential address overnight parking scenario, as is done in Milwaukee, in order to relieve the parking problems at residences with limited parking spaces.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # M.3.

To approve the 2020 Department of Public Works new and replacement equipment plans.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # M.4.

A. To approve the award of contract PINE STREET PARKING RAMP TOWER REROOFING to the low responsive bidder, Northern Metal and Roofing Co., Inc., in the amount of \$56,935.

B. To approve the award of contract BAY BEACH WILDLIFE SANCTUARY OBSERVATION BUILDING RTU REPLACEMENT to the low responsive bidder, Milbach Construction Services, in the amount of \$47,650.

C. To approve the award of contract DPW BOILER ROOM & UPPER ROOF REROOF, PARAPET FLASHINGS AND CHIMNEY REPAIRS to the low responsive bidder, Weinert Roofing, in the amount of \$129,475.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public PINE STREET PARKING RAMP TOWER REROOFING
2. Bid Summary - Public BAY BEACH WILDLIFE SANCTUARY OBSERVATION BUILDING RTU REPLACEMENT (2)
3. Bid Summary - Public DPW BOILER ROOM & UPPER ROOF REROOF, PARAPET FLASHINGS AND CHIMNEY REPAIRS

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PINE STREET PARKING RAMP TOWER REROOFING

Tuesday, October 15, 2019

Contractor	Bid	Bid Bond
NORTHERN METAL AND ROOFING CO., INC.	\$56,935	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

**BAY BEACH WILDLIFE SANCTUARY OBSERVATION BUILDING
RTU REPLACEMENT**

Tuesday, October 22, 2019

Contractor	Bid	Bid Bond
MILBACH CONSTRUCTION SERVICES	\$47,650	5%
FRANK O. ZEISE CONSTRUCTION CO., INC.	\$53,935	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

**DPW BOILER ROOM REROOF, PARAPET FLASHINGS AND
CHIMNEY REPAIRS**

Tuesday, October 22, 2019

Contractor	Bid	Bid Bond
WEINERT ROOFING	\$129,475	5%
NORTHERN METAL AND ROOFING CO., INC.	\$141,000	5%
NORTHEASTERN ROOFING, INC.	\$157,250	10%
CRAFTS, INC.	\$169,890	5%
Any questions, call 920-448-3100		



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # N.I.

To approve an application for a "Class B" Combination license by Phat Headz II, LLC at 420 N. Clay St. with a licensed premises description as "1 story building, sold in main bar, beverage store in main bar, shelving in locked office, walk-in cooler," with the approval of the proper authorities. (Previously licensed as Live Entertainment, LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. SECURITY PLAN AND STIPULATION AGREEMENT.AYRESS.503
2. APPLICATION
3. olde main moratorium 10-23-07

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

October 23, 2007

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

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

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

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

3. Exceptions.

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

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

- i. Surrender by the prior licensee of the license issued for that premises; or
- ii. Termination of the prior licensee's lease for the premises; or
- iii. Revocation of the prior license, for cause.

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

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

4. Prohibition Not to Apply to Restaurants.

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

Adopted 10/23/07

Approved 10/24/07

Mayor

Clerk

bc

Attachment - Map



Old Main Street Business Improvement District



BID Boundary



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



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # N.2.

To recommend that Council waive the ordinance requirements for an outdoor licensed premise and to approve the application for an available "Class B" (wine only) winery license for Noble Roots Brewing Company, LLC at 2790 University Ave. with a licensed premises description as "outdoor patio, brew pub/taproom area," with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2790universitylicensestipulation
2. LAYOUT&OUTDOORAREA
3. 2790University



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # N.3.

To approve an application for a "Class B" Combination license for Ofelia Gruetzmacher at 1706 Main St. with a licensed premises description as "bar, restaurant with full service kitchen, full bar, stage, restrooms, dining (booth and table), coolers," with the approval of the proper authorities. (Previously licensed as Homemade Southern Cuisine, LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1706 MAIN



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # N.4.

To hold to the next meeting a request by Ald. Chris Wery regarding the policies and procedures of the Inspection Department as it applies to communicating and working with constituents who request their alderman's assistance. Further, to discuss customer service standards and work expectations of inspectors. Investigate the addition of evening and/or weekend inspection hours (recommendation to be made to Personnel Committee only pursuant to GBMC 2.06(9)), which was referred to the Protection & Policy Committee at the Improvement and Services Committee meeting September 25, 2019.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # N.5.

To refer to staff a request by Ald. Brunette to create an ordinance allowing golf carts on city streets.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Protection



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 10/1/2019

Request of Alderperson Jesse Brunette

Refer to: Protection and 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.

For discussion with possible action on creating an ordinance allowing golf carts on city streets.

RESOLUTION

RESOLUTION APPROVING PARTICIPATION IN THE GREEN TIER LEGACY

COMMUNITY PROGRAM FOR THE CITY OF GREEN BAY

WHEREAS, the Wisconsin Department of Natural Resources in partnership with the League of Wisconsin Municipalities, 1,000 Friends of Wisconsin, Wisconsin Energy Conservation Corp, Center on Wisconsin Strategy, Wisconsin Counties Association and the cities of Appleton, Bayfield, Fitchburg, Middleton, Ashland, Monona, Eau Claire, Bayside, Port Washington, Sheboygan, La Crosse and the Village of Weston have created a Green Tier Charter for Legacy Communities with goals of:

1. To assist the City of Green Bay in achieving superior environmental performance in both of the following two areas: (1) water resource management; (2) sustainability practices; and goals relating to economic development, public health and social equity; and to recognize their efforts and progress;
2. To improve the quality of life and economic vitality of communities;
3. To help the City of Green Bay and the Wisconsin Department of Natural Resources address wastewater, storm water, drinking water, wetlands and other water issues in a holistic, watershed-based manner;
4. To assist the City of Green Bay in preparing, implementing, and improving an overall watershed plan(s) that integrates the municipality's full range of water resources issues;
5. To assist the City of Green Bay in preparing, implementing and improving over time a sustainability plan that reduces the City of Green Bay's impact on the environment;
6. To facilitate access to state and federal funding for projects and activities related to achieving the purposes of this charter, such as energy efficiency, renewable energy, greenhouse gas reductions, comprehensive planning, transportation policies, and integrated planning for wastewater treatment, storm water treatment and management; and drinking water;

7. To realize taxpayer savings through reduced municipal expenditures on motor vehicles fuels and energy resulting from efficient development patterns;
8. To help the City of Green Bay comply with various water regulations in a more efficient, cost effective and flexible manner;
9. To achieve other demonstrable and measurable environmental improvements beyond what is required by local, state, or federal law;
10. To assist the City of Green Bay in approaching zero waste and improving waste management practices; and

WHEREAS, the City of Green Bay was invited to join in this voluntary program and believe participation will further enhance our city's current commitments to sustainability, and

WHEREAS, the City of Green Bay will benefit from such a partnership with the Green Tier Legacy Communities Program by receiving positive recognition, gaining access to a DNR staff liaison and their resource team, receiving prioritization in applying for certain grants and streamlining in certain DNR permitting processes, and

WHEREAS, the services and resources provided by the Green Tier Legacy Community Program will benefit and assist the initiatives and efforts of the Sustainability Commission, and

WHEREAS, by adopting this resolution the City of Green Bay agrees to sign and hold to the Green Tier Charter for Legacy Communities. We will participate in the quarterly meetings, networks and share information with our public and the communities in the program, and provide an annual report noting the progress in our goals, baselines and sustainability plans.

NOW, THEREFORE, BE IT RESOLVED by the City of Green Bay declares itself a signatory to the Green Tier Charter for Legacy Communities and authorizes the Council President, Mayor, and City Clerk to execute the necessary documents on behalf of the Common Council, and

BE IT FURTHER RESOLVED, that City of Green Bay staff and members of the Sustainability Commission are directed to assist with meeting the Charter goals and to submit an annual report to the Organizational Signatories, and

BE IT FURTHER RESOLVED, that upon adoption, the City Clerk is hereby directed to send a copy of this resolution to the Wisconsin DNR and the Legacy Communities Green Tier Steering Committee.

(Adoption Date)

(SEAL)

(SEAL)

(ATTESTED)



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # N.7.

To receive and place on file the Liquor Violation Report for October 28, 2019.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report October 28 2019
2. 19LiqVio

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

November 5, 2019

The Protection and Policy Committee wishes to request that the following applications for Operator Licenses be granted.

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Bennett, Dallas S	Sikowski, Jazmin M
Borges, Noah M	Squires, Travis R
Bowman, Ashton N	Torres, Shanna L
Burkhart, Brydan M	Vu, Michael B
Cordova, Crystal J	Washington, Lashonte J
Crowley, Seth M	Wyckoff, Thomas M
Dufour, Miranda S	
Ehlinger, Shane M	
Erck, Mozel L	
Fraedrich, Bryan C	
Gorzalanczyk, JoLinda A	
Heid, Jason T	
Hendricks, Lily M	
Hull, Kimberly A	
Johnson, Bernard J	
Kidd, Alec M	
Lee, Amanda M	
Leidel, Christopher S	
Leifker, Jacqueline S	
Ley, Edward D	
McClellan, Kande S	
Meerstein, Kellie L	
Mendolla, Shauna M	
Michalkiewicz, Marissa L	
Noack, Brianne R.	
Paul, Robin M	
Prigge, Jeffrey G	
Process, Taylor A	
Reinert, Karrienne J	
Schomaker, Madalyn R	
Shepard, Gregory J	



Report to the Green Bay Plan Commission

MEETING DATE

November 5, 2019

PREPARED BY

David Buck, Staff

AGENDA ITEM # P.2.

To amend Zoning Ordinance 11-13 to allow painted wall signage at 300 Dousman Street, subject to the amended Planned Unit Development District Ordinance (PUD).

BACKGROUND

Reason for Request: To permit building signage to be painted directly on the building facade.

Aldersperson/District: Ald. Randy Scannell / 7

Zoning and Land Uses:

Subject Property: Planned Unit Development (PUD) / Commercial - Office Uses

North: Planned Unit Development (PUD) / Mixed Use - Rail Yard Development Area

South: Downtown I (DI) / Commercial - Restaurant

East: Planned Unit Development (PUD) / Commercial - Restaurant

West: Planned Unit Development (PUD) / Commercial - Office Uses

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as Downtown, which "promotes high-intensity office, retail, housing, entertainment and public uses preferably in a mixed use environment with strong pedestrian orientations". Additionally, the AuthentiCity Downtown Plan designates the site as part of the Larsen Green Catalyst, appropriate for multiple-family, townhomes, commercial and mixed uses. The proposed amendment to the existing Planned Unit Development is consistent and aligns with the recommendations of the Comprehensive and AuthentiCity Downtown Plans.

Report: In 2008, a Planned Unit Development was adopted (ZO 4-08) for the 21 acre area formerly known as the Larsen Canning Site, located roughly between Dousman Street on the south, Mather Street on the north, North Broadway on the west and the Wisconsin Central Railroad tracks on the east. It was created to provide a framework of land-use regulations designed to encourage the creation of a mixed-use district on the lands formerly used as a large scale vegetable canning operation. In 2013, DDL Holdings acquired the property and the PUD was amended (ZO 11-13) for the redevelopment of the southernmost 4 acres that included rehabilitation of most of the existing buildings south of Kellogg Street extended. Signage within PUD is generally regulated per Green Bay Municipal Code under the Downtown District with exceptions of prohibiting pole signs, requiring conditional use approval for monument signs, adding an allowance for specific off-premise signage and a historic style sign on an existing smoke stack.

At this time, the property owner of the two-story brick office building at 300 Dousman Street is requesting an amendment to the PUD (ZO 11-13) to allow historic style painted wall signs on the south and east facades of the structure. The petitioner has indicated that the signage was designed to match historic signage found on the building when it was a railroad freight office based on a photograph of the building from around 1935 and that design cues were also taken from existing examples found within the Broadway District and greater downtown area.

The building at 300 Dousman was constructed in 1914, and originally used as the Chicago & Northwestern

Railroad Freight Office. It was then used as offices for the Larsen Green Vegetable Company until 2006, when it became the home to its current office use for Vincent Urban Walker & Associates. 300 Dousman is not currently listed in the National Register of Historic Places (NRHP) and is just outside of Green Bay's Broadway-Dousman NRHP District. As a result, the building is not subject to the city's historic preservation ordinances. However, as the structure retains much of its historic integrity staff felt that it is important that signage also reflect the historic nature of the building and area. Jason Flatt, the City's Historic Preservation Specialist, was consulted to determine if the proposed painted wall signs were consistent with the building and era of construction. He provided the following commentary:

"The painted signs at 300 Dousman are stylistically appropriate for the building and its era of construction. In general, applying paint to historic, unpainted brick is discouraged as this leads to accelerated deterioration of the brick. Landmarks Commission staff notes that the new painted sign on the front (south façade) of the building is at the same location of an earlier painted sign (where paint had been directly applied to the brick). The sign at the top of the building, on the side (east façade), is in an area that has never been painted previously. The Landmarks Commission staff further notes that relatively little brick, from the perspective of total brick surface area of the building, has been painted and that moisture moving through the brick walls can still migrate to and escape from the large, unpainted areas. This mitigates, to some degree, the concern about accelerated deterioration associated with painting historic brick".

Staff does not feel the signage is overbearing to the building or out of place with the Broadway District or Rail Yard Redevelopment area. Downtown zoning district sign allowances permit one (1) wall sign per street facing façade not to exceed 200 sq. ft. per sign and 400 sq. ft. for all signage. The proposed painted wall signs are approximately 2 ft. X 40 ft. (80 sq. ft.) on the south façade and 2 ft. X 50 ft. (100 sq. ft.) on the east façade meeting the dimensional regulations of the code. The issue requiring the PUD amendment is the direct painting on the exterior wall which is prohibited by code. Staff supports the amendment request and believes that the signage is historically appropriate for the building and will not adversely affect the structural integrity of the brick and will not be detrimental to the Broadway District or the general area.

Ald. R. Scannell, On Broadway, Inc. and property owners within 200 ft. have been notified of the request. Staff has not received any inquiries or objections to the proposed amendment as of the drafting of this report.

RECOMMENDATION

Staff is recommending approval of the request, subject to the draft Planned Unit Development District Ordinance (PUD) amendment.

FISCAL IMPACT

ATTACHMENTS

1. ZP 19-22 Application 9.30.19
2. ZP 19-22 Location Map
3. 300 Dousman C N & W Freight Office Photo
4. Draft ZO 11-19 PUD Amendment_300 Dousman_Historic Wall Signs
5. Exhibit L



REQUEST FOR CITY ACTION PLAN COMMISSION

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

Date: 9/9/2019

Petitioner(s): David Anderson

Phone Number: 920-609-2875

Address: 5515 County Road PP

City: De Pere

State: WI

Zip Code: 54115

Property Owner: LUGA Properties

Phone Number: _____

Parcel Numbers (required): _____

Location of Property: 300 Dousman Street, Green Bay WI

Attach maps and legal descriptions (required) and submit to the Dept. of Community and Economic Development, Room 608, City Hall

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

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

Attach Zoning Petition Form with first three items.

- ☐ Rezone Property (\$300.00 Review Fee)
- ☐ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$300.00 Review Fee)
- ☒ PUD and PUD Amendments (\$350.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 plus \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$150.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat (\$100.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Grant a Postponement of Development Fees (\$100.00 Review Fee) [Review by I&S and/or Park Committees]
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
- ☐ Official Map/Area Development Plan Amendment (\$200.00 Administration Fee)
- ☐ Plat of Right-of-Way (\$200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement (\$200.00 Administration Fee)
- ☐ Street Name Change (\$200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" (\$200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way (\$200.00 Administration Fee)
- ☐ Other (\$200.00 Administration Fee)

Petitioner Signature(s): _____

Review Fee: \$350.-

Receipt No.: 2754370-13

Zoning Petition No.: 19-22

Briefly describe action desired, noting the property affected and all other pertinent information.

Attach maps and legal descriptions (required).

Request amendment to ZO 11-13 to allow a historic painted wall sign on the south building facade between floor 1 and 2 as well as a historic painted wall sign on the east building facade at the roofline. Matches historic building from approx. 85 years ago with different sign message.

Please contact the Dept. of Community and Economic Development, Room 608, City Hall,
(920) 448-3400, if you have any questions.

Vincent
Urban Walker
& Associates
INSURANCE

300 Dousman Street
P.O. Box 860
Green Bay, WI 54308-860
920-432-7246 • 1-800-753-915
Fax: 920-432-074

9/3/19

<http://www.vincenturbanwalker.com>
email: vuw4ins@vuw4ins.com

City of Green Bay

Department of Community and Economic Development

100 N Jefferson St, Rm 608

Green Bay, WI 54301

Good Afternoon:

Please find attached the variance application, 2 photos, and a copy of an inspection report. These relate to our installation without permit of painted signage on our building at 300 Dousman Street. Let me first apologize for submitting a site plan or application for a permit. I should have known this was necessary, but I did not. There was no intentional violation of city ordinances of any kind.

Our intent was to replace the original 4'x8' temporary signage from 2006. This was done with an eye towards retaining the original historic look of the building in the spirit of the signage on Titledown Brewing, Glass Nickel Pizza, and Copper State Brewing.

If you look at the black and white photo which I estimate to be from around 1935, you will see the original painted signs. Looking at what we have done, I think we have tried to keep within that look, while still taking advantage of our location near the bridge. In addition, the design cues were taken from the original sign on the building as well as existing examples in our neighborhood.

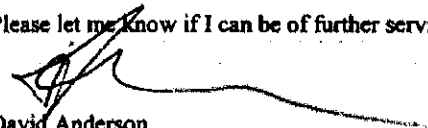
In 2006, the city recognized us with an award commemorating the historical renovation of our building. I think our new signage continues that renovation.

In response to the inspection report:

- A. As the sign is already up and a rather permanent installation, removal at this point is unfeasible. While it could be done the expense is far greater than the cost of installation, and removal will, in our opinion, diminish the look in the neighborhood.
- B. Again, as it is a permanently painted sign, removal will likely damage the bricks it is on, making the building less attractive in a very desirable and highly visited area of the city
- C. There is no harm to our installation. It does not block any views, is not offensive, and in my opinion only adds to the look and feel of the area

Again, no intentional violation was intended. In fact, the replacement of the old signage was intended to help improve the neighborhood.

Please let me know if I can be of further service.



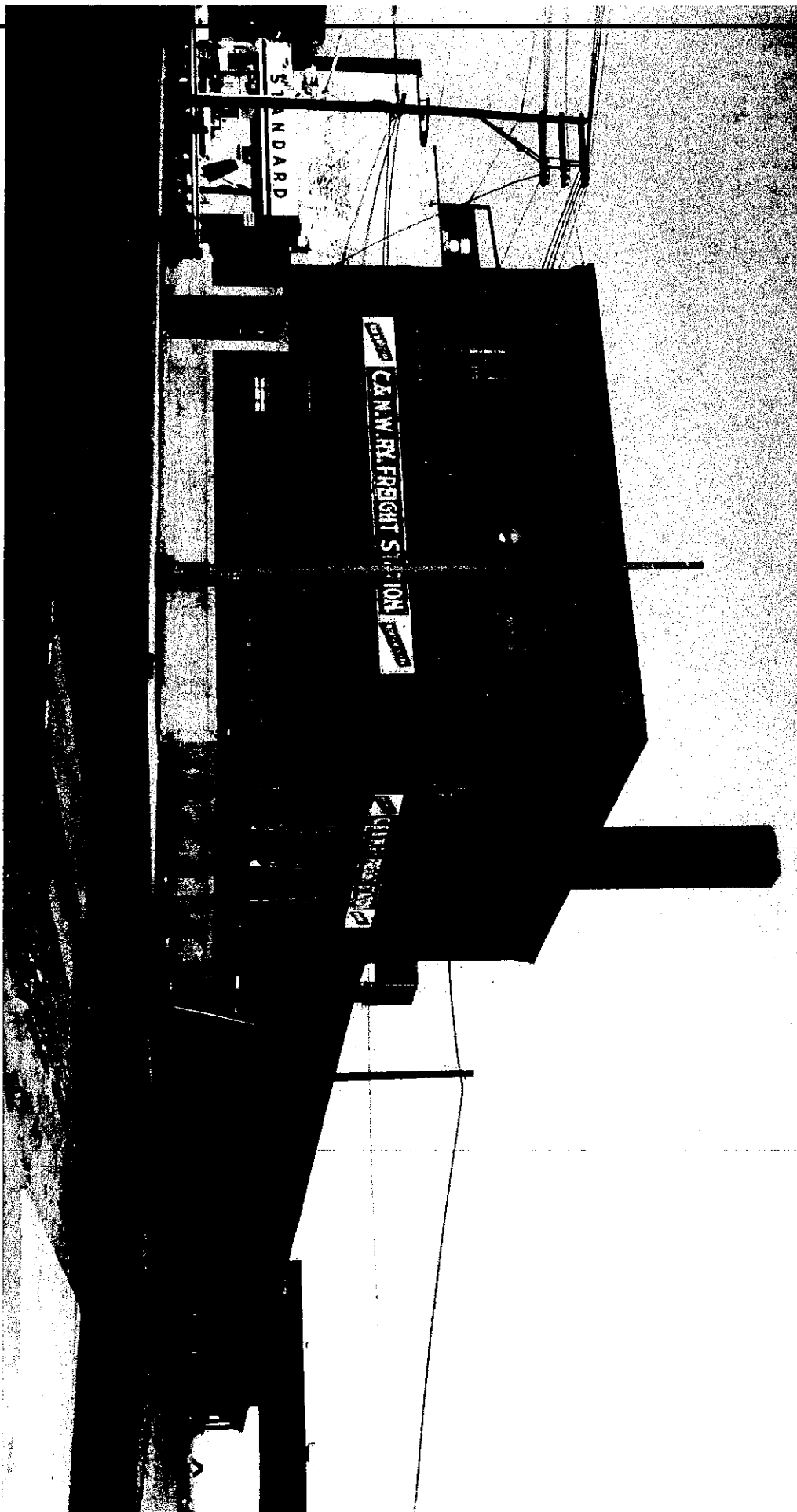
David Anderson

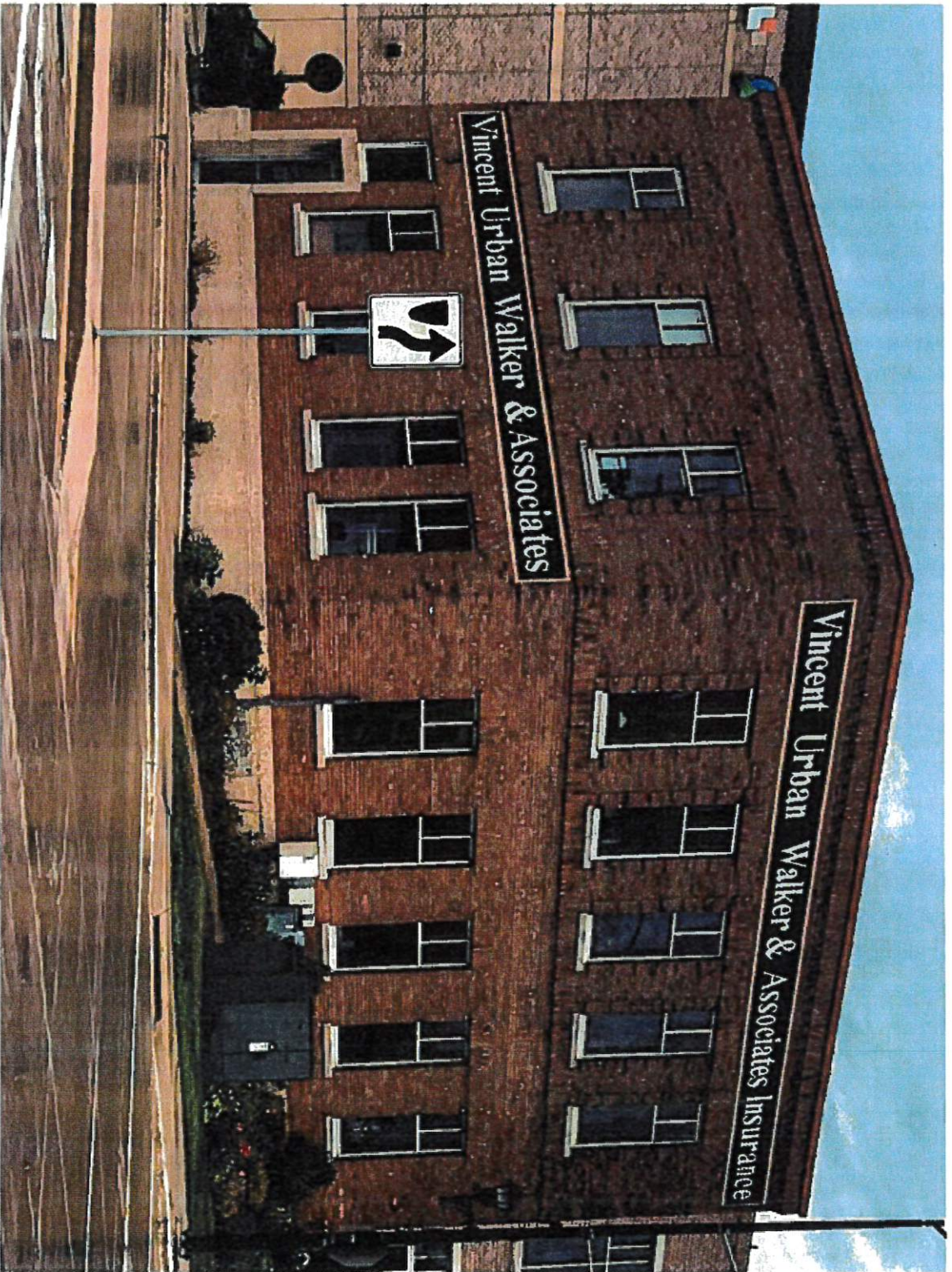
Owner

Luga Properties

President

Vincent Urban, Walker, & Associates







ZONING ORDINANCE NO. 11-19

AN ORDINANCE
AMENDING ZONING ORDINANCE NO. 11-13, RELATING TO
A PLANNED UNIT DEVELOPMENT DISTRICT ON THE
EAST SIDE OF NORTH BROADWAY (300 THROUGH 600 BLOCK),
TO AMEND THE SIGNAGE REQUIREMENTS ON THE
STRUCTURE LOCATED AT 300 DOUSMAN STREET
(ZP 19-22)

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

SECTION 1. Pursuant to section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, the Planned Unit Development (PUD) for the East Side of North Broadway (300 through 600 block), as amended by zoning ordinance number 11-13, is hereby further amended on the following described property:

Parcel Number 5-584-3 (formerly identified as Lot 104 in Zoning Ordinance No. 11-13): LOT 4 OF 53 CSM 31 BEING PART OF LOTS 21 & 22 OF DOUSMANS ADDITION EXCEPT ROAD IN 2388637 CORRECTED IN 2389707 & CORRECTED IN 2390787.

SECTION 2. Section 2(E) of Green Bay Zoning Ordinance Number 11-13 is hereby amended as follows:

E. SIGNAGE. Signage shall be regulated as follows:

1. Signage shall meet the standards for the D – Downtown Zoning District as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-2000 with the following modifications:
 - a. Pole signs are prohibited within the PUD boundaries.
 - b. Monument signs are permitted through approval of a Conditional Use Permit (CUP).
 - c. A detailed signage plan shall be submitted to and approved by the CDRT (Community Development Review Team) at time of site plan submittal and prior to issuance of any building permits.
 - d. Off-premises signage is permitted at locations on Broadway and Dousman as identified on Exhibit B. Signage shall meet the dimensional and sign area standards and allowances of monument signs found within Section 13-2000 for the Downtown District.
 - e. Signage that generally conforms with Exhibits K-8, K-10, and K-11 shall be allowed with the following standards:
 - (1) Because signage on buildings A and B will include the identity for a coordinated mixed-used development, a maximum of two wall signs will be

permitted on each of the east and west building facades with a total area not to exceed 650 square feet.

- (2) Roof signage shall be permitted on Lots 105 and 106.
- (3) Projecting signs shall not exceed 45 square feet in area per sign.
- f. Landmark signage on the existing smokestack shall be permitted on Lot 106. Such signage shall generally conform with Exhibits K-10 and K-11 and shall comply with the following:
 - (1) In order to manage the scale of the sign, the size and spacing of letters in the sign shall be similar to the size and spacing of the existing “LARSEN” lettering.
 - (2) Any lighting of the sign shall be complementary to the overall light of the site. External lighting or backlighting are preferred to channel lighting.
 - (3) The sign must be affixed in a way that does not damage the structural integrity of the stack and that does not obscure the daytime view of the historic “LARSEN” lettering.
 - (4) The sign height shall not exceed the top of the stack.
 - (5) The area of landmark signage shall not count toward the total allowable sign area for the building or site.
- g. Directional signage (not associated with commercial uses) shall be permitted throughout the development and meet the standards set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-2005 with the following modifications:
 - (1) Signage area shall not exceed 15 square feet.
- h. **Landmark and/or replicated historic painted wall signage shall be permitted within the sign band between the first and second floors of the south façade and along the cornice line of the east façade of the structure at 300 Dousman Street, Parcel Number 5-584-3 (formerly referred to as Lot 104 within Zoning Ordinance No. 11-13). Said signage shall be in general conformance with Exhibit L.**

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property.

All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns,

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

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by § 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

APPROVED:

Mayor

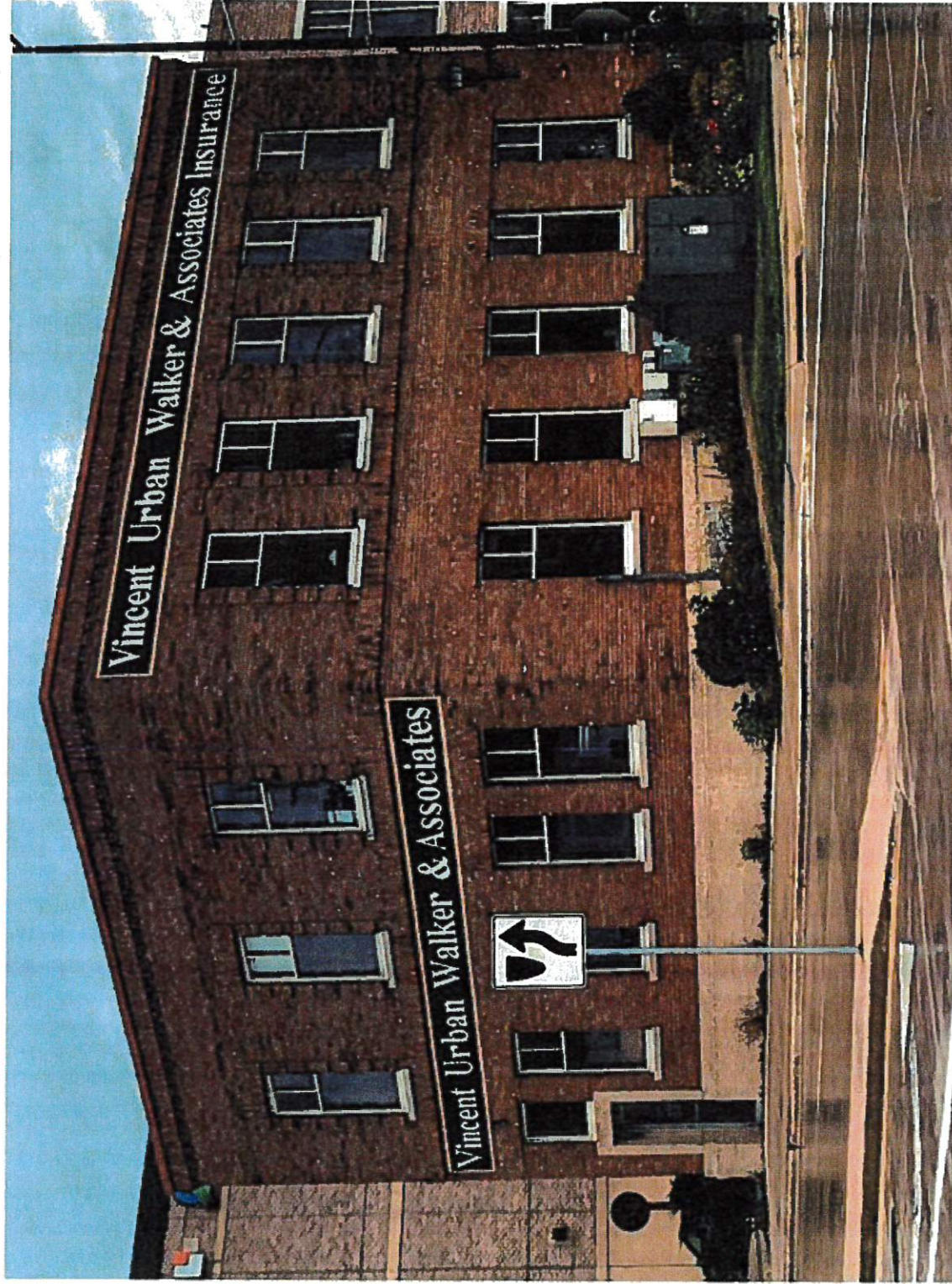
ATTEST:

Clerk

Attachment:

Exhibit L-Wall Signage Depiction

Exhibit L





Report to the Green Bay Plan Commission

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # P.3.

To amend the Eaton Heights Planned Unit Development (PUD) land use boundaries, 800 Block N Huron Road/811 Barronwood Drive, subject to the amended Planned Unit Development District Ordinance (PUD).

BACKGROUND

Reason for Request: To modify internal land use boundaries of the Planned Unit Development (PUD) from residential/condominium to commercial.

Surrounding Zoning and Land Uses:

Subject Property: Planned Unit Development (PUD) – vacant

North: Planned Unit Development (PUD)	Single-family/condominium uses
South: Planned Unit Development (PUD)	Vacant-commercially zoned
East: Planned Unit Development (PUD)	Vacant
West: Low Density Residential (RI)	Religious institution

Comprehensive Plan: The 2022 Smart Growth plan recommends commercial land uses for the immediate area.

Report: The request would modify the internal land use boundaries of the existing Eaton Height Planned Unit Development (PUD), ZO 25-04. The subject area, the northeast corner of North Huron Road and Humboldt Road, were part of the original PUD boundary and were classified for commercial development, with other lower density residential uses to the north along North Huron and east to Spartan Road. Kwik Trip acquired the entire 10.36 acre parcel that fronts Humboldt Road between North Huron Road and Spartan Road, the area designated for commercial land uses. Kwik Trip has recently started construction on the northeast corner of North Huron Road and Humboldt Road for a convenience store with fuel sales and a car wash.

This PUD amendment would allow for the expansion of the commercial use north into the area detailed on the exhibit attached within this agenda which, was previously designated for residential /condominium uses. Although Kwik Trip has begun construction, the additional property to the north, will allow for a relocated driveway further north with access to North Huron Road and provide additional space to create a buffer to residential properties to the north and east.

Alderman Dorff and affected and adjacent property owners located a minimum of 200' from the subject area have been noticed of the request. Staff is recommending approval of the request as it is compliant with the Comprehensive Plan recommendation and will be subject to current PUD standards.

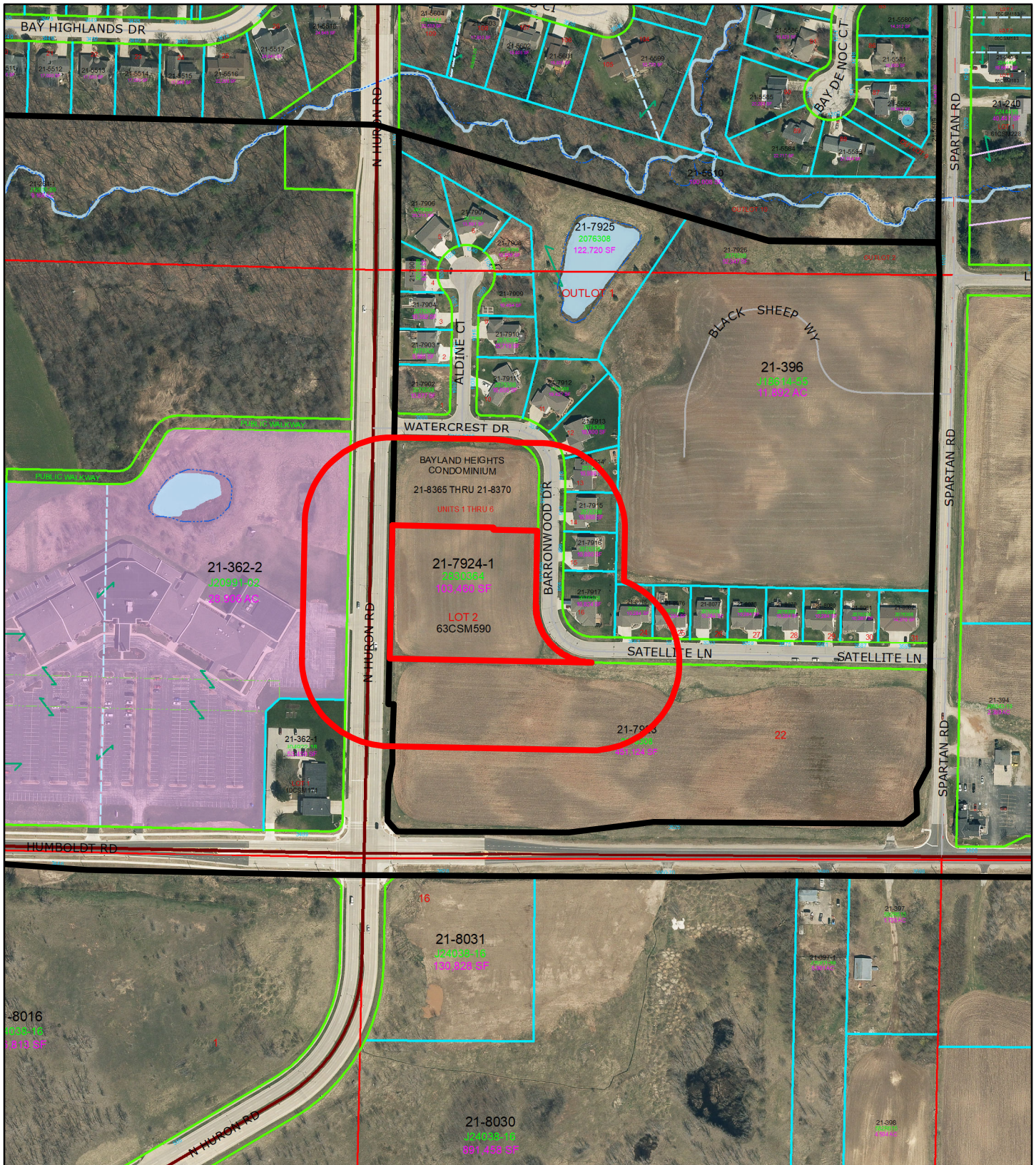
RECOMMENDATION

Approval of the request, subject to the amended Planned Unit Development District Ordinance (PUD).

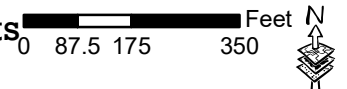
FISCAL IMPACT

ATTACHMENTS

1. ZP 19-24 Map
2. Kwik Trip Approved Site Plan
3. ZP 19-24 Exhibit



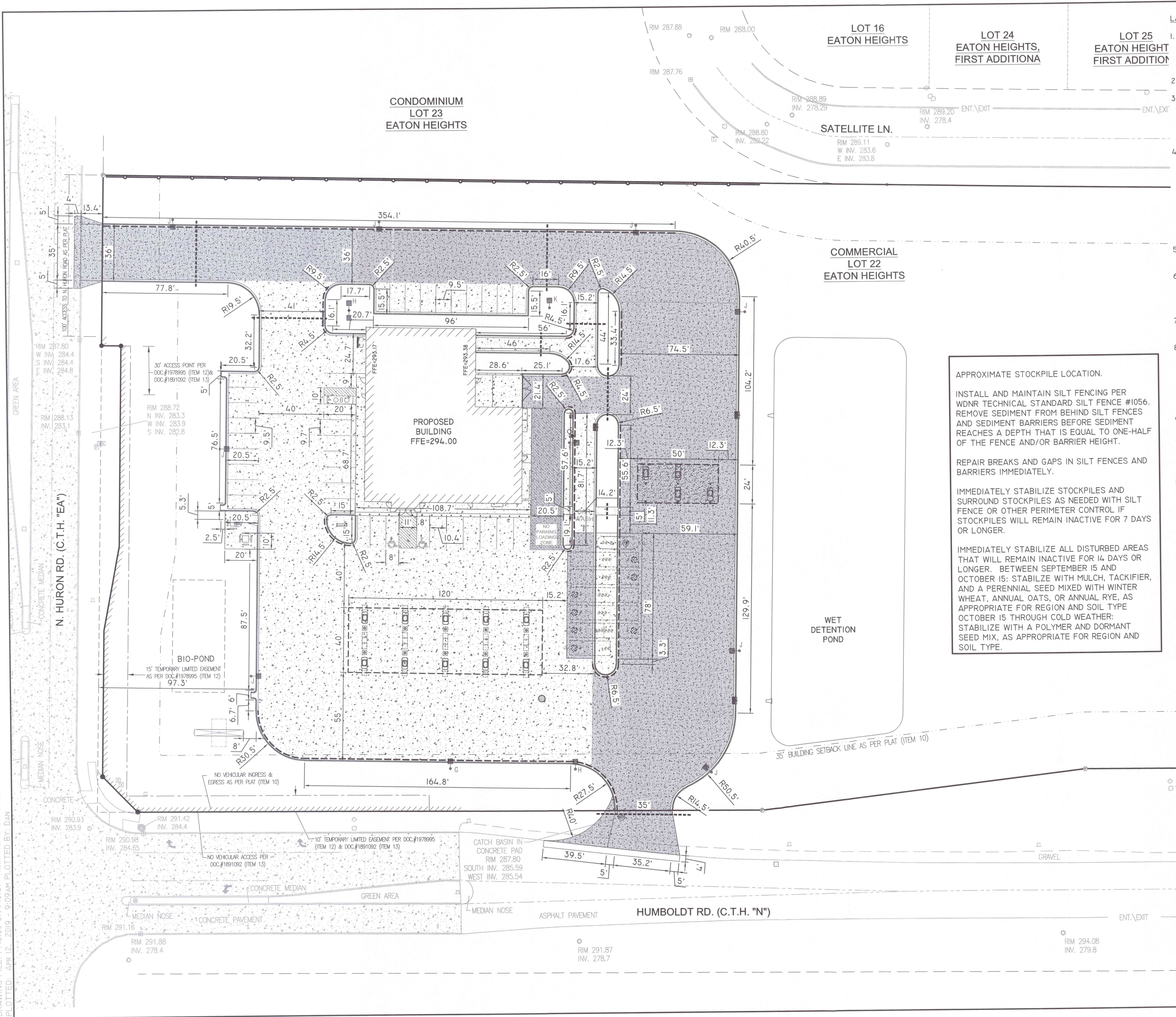
ZP 19-24 PUD Amendment for Eaton Heights 811 Barronwood Drive



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 10.8.19 08 Oct 2019 X:\Planning\Basemaps\template_8.5x11.mxd

- PUD Boundary
- 200' Notification Area

DRAWING FILE: P:\8100-8199\8167-Kwik Trip #1051 GREEN BAY\DWG\PLANS\8167-SPI-SITE.DWG LAYOUT: SPI
PLOTTED: APR 12, 2019 - 9:09AM PLOTTED BY: DAN



LAYOUT NOTES:

1. PLAN PREPARED FROM AN ALTA/ACSM LAND TITLE SURVEY BY: CAROW LAND SURVEYING CO. 920-731-4168
2. CURBS ARE DIMENSIONED TO BACK OF CURB.
3. CONVENIENCE STORE, AND ISLAND COMPLEXES ARE LOCATED FROM THE NORTHWESTERN MOST PROPERTY CORNER AND ALIGNED PARALLEL/PERPENDICULAR TO THE LINE LABELED NO11'21'E, UNLESS OTHERWISE INDICATED ON THIS PLAN.
4. UNLESS SHOWN OTHERWISE ON THIS DRAWING, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, CONSTRUCTION JOINTS, AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS AND DRIVES. CONTROL JOINT MAXIMUM DISTANCE: WALKS- 8' O.C., ALL OTHERS- 15' O.C. SAW CUT CONTROL JOINTS MINIMUM ONE-QUARTER CONCRETE THICKNESS. EXPANSION JOINT MAXIMUM DISTANCE: WALKS- 24' O.C., ALL OTHERS- 40' O.C. DOWEL ALL EXPANSION JOINTS- MAXIMUM 24" O.C.
5. CONCRETE IN ISLAND COMPLEX SHALL BE SMOOTH FINISHED.
6. EXTERIOR CONCRETE SURFACES TO BE SEALED. CONCRETE SEALER: APR 15- OCT 31 USE: TK-26UV NOV 1- DEC 31 USE: TK-290
7. EXPANSION JOINTS SHALL BE DECK-O-FOAMED AND CAULKED WITH SLI
8. THE CITY OF GREEN BAY DEPT. OF PUBLIC WORKS MUST BE NOTIFIED (3) WORKING DAYS BEFORE THE START OF ANY CITY STREET CONSTRUCTION WITHIN A PUBLIC RIGHT OF WAY. CONTACT MATT WOICKER PH. (920) 448-3100. WITHIN HURON ROAD AND HUMBOLDT ROAD WILL NEED TO CONTACT THE BROWN COUNTY PUBLIC WORKS DEPARTMENT.
9. THE CITY OF GREEN BAY DEPT. OF PUBLIC WORKS MUST BE NOTIFIED (3) WORKING DAYS BEFORE THE START OF ANY SANITARY SEWER OR STORM SEWER CONSTRUCTION WITHIN A PUBLIC RIGHT OF WAY OR EASEMENT. CONTACT MATTHEW HECKENLAIBLE PH. (920) 448-3100.
10. THE CITY OF GREEN BAY WATER DEPT. MUST BE NOTIFIED (3) WORKING DAYS BEFORE THE START OF ANY WATER MAIN CONSTRUCTION WITHIN ANY PUBLIC RIGHT OF WAY OR EASEMENT. CONTACT BRIAN POWELL PH. (920) 448-3480.

APPROXIMATE STOCKPILE LOCATION.

INSTALL AND MAINTAIN SILT FENCING PER WDNR TECHNICAL STANDARD SILT FENCE #1056. REMOVE SEDIMENT FROM BEHIND SILT FENCES AND SEDIMENT BARRIERS BEFORE SEDIMENT REACHES A DEPTH THAT IS EQUAL TO ONE-HALF OF THE FENCE AND/OR BARRIER HEIGHT.

REPAIR BREAKS AND GAPS IN SILT FENCES AND BARRIERS IMMEDIATELY.

IMMEDIATELY STABILIZE STOCKPILES AND SURROUND STOCKPILES AS NEEDED WITH SILT FENCE OR OTHER PERIMETER CONTROL IF STOCKPILES WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER.

IMMEDIATELY STABILIZE ALL DISTURBED AREAS THAT WILL REMAIN INACTIVE FOR 14 DAYS OR LONGER. BETWEEN SEPTEMBER 15 AND OCTOBER 15: STABILIZE WITH MULCH, TACKIFIER, AND A PERENNIAL SEED MIXED WITH WINTER WHEAT, ANNUAL OATS, OR ANNUAL RYE, AS APPROPRIATE FOR REGION AND SOIL TYPE. OCTOBER 15 THROUGH COLD WEATHER: STABILIZE WITH A POLYMER AND DORMANT SEED MIX, AS APPROPRIATE FOR REGION AND SOIL TYPE.

SITE DATA:

ZONING DISTRICT:	CI	
TOTAL SITE AREA - EXISTING/PROPOSED:	451,181 SF	
EX. IMPERVIOUS:	0 SF	
EX. PERVIOUS:	451,181 SF	
PARKING REQUIREMENTS	SERVICE STATION = 1 STALL	
PARKING REQUIRED	PER 250 SF OF GFA. 2	
PARKING PROVIDED	SPACES PER SERVICE BAY	
BUILDING HEIGHTS	36 STALLS	
- CONVENIENCE STORE	20.0'	
CANOPY	15.5'	
BUILDING SETBACKS		
35' BUILDING SETBACK PER PLAT (ITEM 10)		
PROPOSED LOT GREEN AREA:	328,364 SF	73%
PROPOSED HARD COVER:	122,817 SF	27%
PAVED AREA:	91,143SF	74%
BUILDING ROOF AREA:	9,156 SF	8%
WATER FEATURE AREA:	22,518 SF	18%
CONVENIENCE STORE:	15,166 SF	
(FLOOR AREA) =	7232 SF	
(CAR WASH) =	1924 SF	
(CANOPY) =	6010 SF	

UTILITY PROVIDERS

ELECTRIC/ GAS:
WISCONSIN PUBLIC SERVICE- 800-450-7290

CABLE TV:
TIME WARNER CABLE- 920-496-2040

TELEPHONE:
BROWN COUNTY COMMUNICATIONS- 920-391-1977
AT&T- 920-544-9252

SANITARY/ WATER
CITY OF GREEN BAY 920-448-3480

Kwik

TRIP

STORES

Kwik

STAR

STORES

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

REI
CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING
REI Engineering, INC.
4680 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9786 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM



SCALE



SITE PLAN

CONVENIENCE STORE #1051

3525 HUMBOLDT ROAD
GREEN BAY, WI

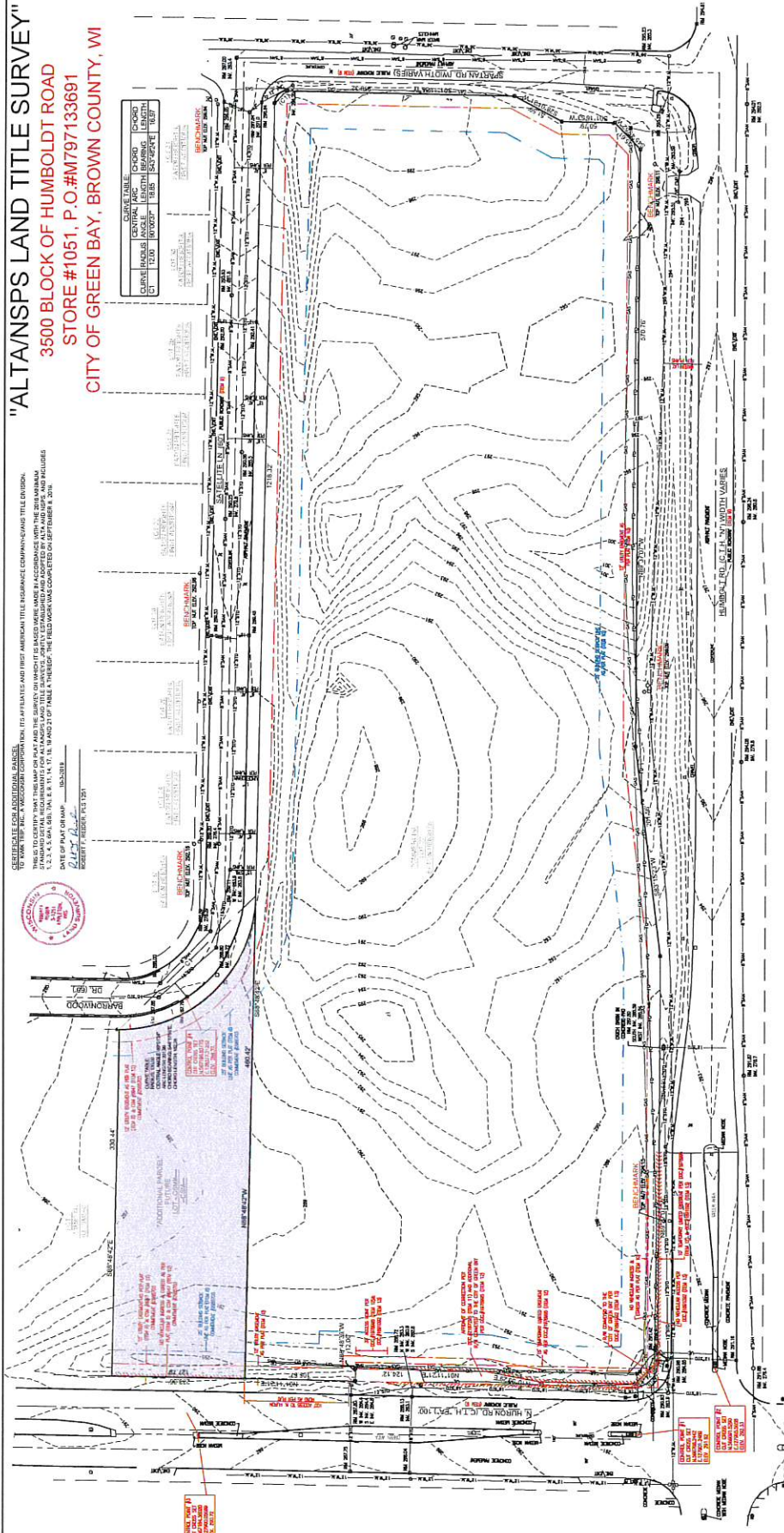
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DRAWN BY	NAP
SCALE	GRAPHIC
PROJ. NO.	8167A
DATE	04/12/19 - REVIEW DOCUMENTS
SHEET	

SP1

3500 BLOCK OF HUMBOLDT ROAD
STORE #1051, P.O.#M797133691
OF GREEN BAY, BROWN COUNTY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT
STANDS IN FULL COMPLIANCE WITH THE
STANDARD DETAIL REQUIREMENTS FOR ALTA
SURVEYS, AS SET FORTH IN THE
UNIFORM ACT, CHAPTER 10, SECTION 10.01, 10.02, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, 10.11, 10.12, 10.13, 10.14, 10.15, 10.16, 10.17, 10.18, 10.19, 10.20, 10.21, 10.22, 10.23, 10.24, 10.25, 10.26, 10.27, 10.28, 10.29, 10.30, 10.31, 10.32, 10.33, 10.34, 10.35, 10.36, 10.37, 10.38, 10.39, 10.40, 10.41, 10.42, 10.43, 10.44, 10.45, 10.46, 10.47, 10.48, 10.49, 10.50, 10.51, 10.52, 10.53, 10.54, 10.55, 10.56, 10.57, 10.58, 10.59, 10.60, 10.61, 10.62, 10.63, 10.64, 10.65, 10.66, 10.67, 10.68, 10.69, 10.70, 10.71, 10.72, 10.73, 10.74, 10.75, 10.76, 10.77, 10.78, 10.79, 10.80, 10.81, 10.82, 10.83, 10.84, 10.85, 10.86, 10.87, 10.88, 10.89, 10.90, 10.91, 10.92, 10.93, 10.94, 10.95, 10.96, 10.97, 10.98, 10.99, 10.100, 10.101, 10.102, 10.103, 10.104, 10.105, 10.106, 10.107, 10.108, 10.109, 10.110, 10.111, 10.112, 10.113, 10.114, 10.115, 10.116, 10.117, 10.118, 10.119, 10.120, 10.121, 10.122, 10.123, 10.124, 10.125, 10.126, 10.127, 10.128, 10.129, 10.130, 10.131, 10.132, 10.133, 10.134, 10.135, 10.136, 10.137, 10.138, 10.139, 10.140, 10.141, 10.142, 10.143, 10.144, 10.145, 10.146, 10.147, 10.148, 10.149, 10.150, 10.151, 10.152, 10.153, 10.154, 10.155, 10.156, 10.157, 10.158, 10.159, 10.160, 10.161, 10.162, 10.163, 10.164, 10.165, 10.166, 10.167, 10.168, 10.169, 10.170, 10.171, 10.172, 10.173, 10.174, 10.175, 10.176, 10.177, 10.178, 10.179, 10.180, 10.181, 10.182, 10.183, 10.184, 10.185, 10.186, 10.187, 10.188, 10.189, 10.190, 10.191, 10.192, 10.193, 10.194, 10.195, 10.196, 10.197, 10.198, 10.199, 10.200, 10.201, 10.202, 10.203, 10.204, 10.205, 10.206, 10.207, 10.208, 10.209, 10.210, 10.211, 10.212, 10.213, 10.214, 10.215, 10.216, 10.217, 10.218, 10.219, 10.220, 10.221, 10.222, 10.223, 10.224, 10.225, 10.226, 10.227, 10.228, 10.229, 10.230, 10.231, 10.232, 10.233, 10.234, 10.235, 10.236, 10.237, 10.238, 10.239, 10.240, 10.241, 10.242, 10.243, 10.244, 10.245, 10.246, 10.247, 10.248, 10.249, 10.250, 10.251, 10.252, 10.253, 10.254, 10.255, 10.256, 10.257, 10.258, 10.259, 10.260, 10.261, 10.262, 10.263, 10.264, 10.265, 10.266, 10.267, 10.268, 10.269, 10.270, 10.271, 10.272, 10.273, 10.274, 10.275, 10.276, 10.277, 10.278, 10.279, 10.280, 10.281, 10.282, 10.283, 10.284, 10.285, 10.286, 10.287, 10.288, 10.289, 10.290, 10.291, 10.292, 10.293, 10.294, 10.295, 10.296, 10.297, 10.298, 10.299, 10.300, 10.301, 10.302, 10.303, 10.304, 10.305, 10.306, 10.307, 10.308, 10.309, 10.310, 10.311, 10.312, 10.313, 10.314, 10.315, 10.316, 10.317, 10.318, 10.319, 10.320, 10.321, 10.322, 10.323, 10.324, 10.325, 10.326, 10.327, 10.328, 10.329, 10.330, 10.331, 10.332, 10.333, 10.334, 10.335, 10.336, 10.337, 10.338, 10.339, 10.340, 10.341, 10.342, 10.343, 10.344, 10.345, 10.346, 10.347, 10.348, 10.349, 10.350, 10.351, 10.352, 10.353, 10.354, 10.355, 10.356, 10.357, 10.358, 10.359, 10.360, 10.361, 10.362, 10.363, 10.364, 10.365, 10.366, 10.367, 10.368, 10.369, 10.370, 10.371, 10.372, 10.373, 10.374, 10.375, 10.376, 10.377, 10.378, 10.379, 10.380, 10.381, 10.382, 10.383, 10.384, 10.385, 10.386, 10.387, 10.388, 10.389, 10.390, 10.391, 10.392, 10.393, 10.394, 10.395, 10.396, 10.397, 10.398, 10.399, 10.400, 10.401, 10.402, 10.403, 10.404, 10.405, 10.406, 10.407, 10.408, 10.409, 10.410, 10.411, 10.412, 10.413, 10.414, 10.415, 10.416, 10.417, 10.418, 10.419, 10.420, 10.421, 10.422, 10.423, 10.424, 10.425, 10.426, 10.427, 10.428, 10.429, 10.430, 10.431, 10.432, 10.433, 10.434, 10.435, 10.436, 10.437, 10.438, 10.439, 10.440, 10.441, 10.442, 10.443, 10.444, 10.445, 10.446, 10.447, 10.448, 10.449, 10.450, 10.451, 10.452, 10.453, 10.454, 10.455, 10.456, 10.457, 10.458, 10.459, 10.460, 10.461, 10.462, 10.463, 10.464, 10.465, 10.466, 10.467, 10.468, 10.469, 10.470, 10.471, 10.472, 10.473, 10.474, 10.475, 10.476, 10.477, 10.478, 10.479, 10.480, 10.481, 10.482, 10.483, 10.484, 10.485, 10.486, 10.487, 10.488, 10.489, 10.490, 10.491, 10.492, 10.493, 10.494, 10.495, 10.496, 10.497, 10.498, 10.499, 10.500, 10.501, 10.502, 10.503, 10.504, 10.505, 10.506, 10.507, 10.508, 10.509, 10.510, 10.511, 10.512, 10.513, 10.514, 10.515, 10.516, 10.517



DESCRIPTION: ACCORDING TO THE RECORDED PLAT OF LOTS INHERITED IN THE CITY OF GREENBAY, EAST SIDE OF FOX RIVER, IRONDA COUNTY, WISCONSIN AND
CONTAINED IN PLAT NUMBER 100, THE RECORDED PLAT OF LOTS INHERITED IN THE CITY OF GREENBAY, EAST SIDE OF FOX RIVER, IRONDA COUNTY, WISCONSIN
CONNECTED BY A NAYLOR OF CONNECTION RECORDED AS DOCUMENT NO. 147,750
IN IRONDA COUNTY, WISCONSIN, THE FOLLOWING PROPERTY IS OWNED BY THE
PROPERTY ADDRESS: 3500 BUCKLE HUNTERS RD. GREEN BAY, WISCONSIN 54301

SCHEDULED TITLE INSURANCE COMPANY - EVANS TITLE CURCH - 2004

IN PLACE ON PRIVATE DEEDS AT A PORTION OF THE SUBJECT PROPERTY AS SHOWN IN THE RECORDED PLAT OF LOTS INHERITED IN THE CITY OF GREENBAY, EAST SIDE OF FOX RIVER, IRONDA COUNTY, WISCONSIN AND
CONTAINED IN PLAT NUMBER 100, THE RECORDED PLAT OF LOTS INHERITED IN THE CITY OF GREENBAY, EAST SIDE OF FOX RIVER, IRONDA COUNTY, WISCONSIN
CONNECTED BY A NAYLOR OF CONNECTION RECORDED AS DOCUMENT NO. 147,750
IN IRONDA COUNTY, WISCONSIN, THE FOLLOWING PROPERTY IS OWNED BY THE
PROPERTY ADDRESS: 3500 BUCKLE HUNTERS RD. GREEN BAY, WISCONSIN 54301

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1. **OWNER'S USE ONLY**
 2. **LEGAL AND ZONING STREET**
 3. **ADDRESS**
 4. **APPLICANT'S NAME**
 5. **DATE**
 6. **PHONE**
 7. **MAILING ADDRESS**
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CERTIFICATE FOR LOT 27
TO OWN THE "A" WAGON CHASSIS, IT'S AFFILIATES, FIRST AMERICAN TITLE INSURANCE COMPANY AND EAVIS TITLE (INDIAN,
STANDARD TITLE REQUIREMENTS FOR ALABAMA AND THE SURVEY OF WHICH IS MADE IN ACCORDANCE WITH THE 2016 MINIMUM
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 21 OF TABLE A THEREOF, THE FIELD WORK WAS COMPLETED ON JUNE 28, 2016.
DATE OF PLAT CHAMP 11-12-2018
Robert F. Reider
ROBERT F. REIDER, T.L.S. 121

[illegible][illegible]

SCALE	1" = 40'
DATE	7-16-2018
PROJECT NO.	C1806.2

SHEET NO.

KKWIK TRIP, INC.
ATTENTION: BRAD FRY, P.E.
5526 OAK STREET, P.O. BOX 2107
LA CROSSE, WISCONSIN 54602
ENBAY BROWN COUNTY, WI STORE #

DESIGNED	DRAWN RDD/MCR	CHECKED RFR
----------	------------------	----------------

CAROW LAND SURVEYING CO., INC.
615 N. LYNNDALE DRIVE
APPLETON, WISCONSIN 54912-1297
PHONE: (920) 731-4168 FAX: (920) 731-5673



Report to the Green Bay Plan Commission

MEETING DATE

November 5, 2019

PREPARED BY

David Buck, Staff

AGENDA ITEM # P.4.

To approve the Downtown Green Bay, Inc. 2020 Business Improvement District Operating Plan.

BACKGROUND

Per BID guidelines and state statutes, the City is required to annually review the BID Operating Plans. The Downtown Green Bay BID was established in 1997. Their 2020 Operating Plan is attached. The Downtown Green Bay BID rate will continue to be \$2.28 (retail, hospitality or entertainment-related) and \$0.76 (office/commercial) per \$1,000 assessed property value.

RECOMMENDATION

Staff is recommending approval of the 2020 Downtown Green Bay Business Improvement District Operating Plan.

FISCAL IMPACT

ATTACHMENTS

1. 2020 DGBI Operating Plan
2. PP 19-05 Boundary Map

**Operating Plan - 2020
Downtown Green Bay, Inc.**

BUSINESS IMPROVEMENT DISTRICT

OPERATING PLAN



Downtown District

The Heart and Soul of Green Bay

Downtown Green Bay, Inc.

130 E. Walnut St. Suite 501

Green Bay, WI 54301

Phone: (920) 437-5972

downtowngreenbay.com

TABLE OF CONTENTS

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

I. INTRODUCTION

A. Background

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

The City of Green Bay received a petition from property owners that requested creation of a Business Improvement District for the purpose of revitalizing and improving the Downtown District business area on Green Bay’s east side. (see Appendix B). The BID law requires that every district have an annual Operating Plan. This document is the 2020 Operating Plan for the Downtown District.

B. Physical Setting

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

II. DISTRICT BOUNDARIES

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

III. PROPOSED OPERATING PLAN

A. Plan Objectives

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

B. Proposed Activities

Principle activities to be engaged in by the district during 2020 include:

1. **BUSINESS DEVELOPMENT** - DGBI will continue to advance downtown residential, corporate, and retail development. Recruitment and retention will be in collaboration with regional and local initiatives (i.e. New North, Start Up Hub, Advance, City of Green Bay, etc.) Key focus areas include retail recruitment and residential development. Opportunities to welcome development and mitigate obstacles to progress will be a priority.
2. **PHYSICAL IMPROVEMENTS** –Downtown Green Bay, Inc. will continue to provide district enhancements that include planters, banners, cleanups, and holiday décor. The goal is to improve the first impressions of the district and to be a walkable, livable downtown.
3. **MARKETING** –DGBI will utilize print, digital, media, billboards, social media, and sponsorships to market the brand of the Downtown District. These efforts will target Brown County residents first, and visitors to Green Bay second. Marketing efforts will be further enhanced through the branding of our website, newsletter, and printed materials. The goal of these marketing efforts is to promote and recruit businesses, attract residents, and encourage visitors to the Downtown District.
4. **EVENTS** – DGBI will continue to activate the downtown district with engaging events like the Saturday Farmers Market, Fridays on the Fox, Peace Tree Lighting, Holiday Parade, and the Winter Farmers Market. Other events like Dine on the Deck, Café Crawl and Restaurant Crawls aim to support downtown businesses while attracting residents and visitors from all walks of life to the district.

C. Proposed Expenditures – 2020

DGBI & Charities 2020 Budget		2020 Budget
Income		
4030 · Contributions Income		
4071 · OMSI Administrative Fees		\$68,848
4072A - Special Events Revenue/Sponsorships		\$310,010
4077 · Stadium Tax \$ Reimbursement-DGBI		\$0
7010 Interest Income (Money Market Account)		\$1,500
4740 · BID Revenue		\$265,859
Total Income		\$646,217
Expense		
Total 5800 · Administrative Expense		
DGBI Staff		\$125,981
OMSI Staff		\$56,360
Charities Staff		\$149,189
SEP Contribution		\$8,544
Payroll Taxes		\$25,000
Workmen's Comp		\$1,800
Employee Health Insurance		\$3,000
*Gray columns to be paid 62% by OMSI & Charities		
Total Admin including DGBI, OMSI & Charities Staffing		\$369,874
6000 · Operating Expense		
6020 · Building Rent & Utilities		\$24,600
6060 · Telephone & Internet		\$4,000
6084 · Business Insurance		\$8,000
6100 · Office Supplies		\$2,200
6120 · Postage		\$250
6140 · Dues and Subscriptions		\$1,600
6150 · Banking Charges		\$800
6160 · Non-Profit Licenses/Fees/Personal Prop. Taxes		\$100
6220 · Accounting		\$11,500
6240 · Training/Education/Staff Search/Recruitment		\$1,500
6300 · Business Expense/Travel/Meetings/Parking		\$2,500
6420 · Repairs & Maintenance		\$1,531
6490 · Equipment, Copy Machine, Technology		\$2,500
6490A-Office 365		\$750
Total 6000 · Operating Expense		\$61,831

6800 · Program Expense	
6830 · Physical Improvements	\$16,700
• Holiday wreath lighting	
• Bi-Annual District-wide clean up and cleaning supplies	
• Assist with weed management of District streets	
• Banner maintenance	
• Assist City with streetscape initiatives such as planters, pop up spaces, parklets	
6840 · Business Development	\$12,875
6860 · Marketing & Public Relations	\$28,322
Special Event Expenses	\$156,615
Total Program & Special Event Expenses	\$214,512
Total Expense	\$646,217
Net Income	\$0

D. Financing Method

The proposed expenditures contained in Section C, above, will be financed in part from moneys collected from the BID assessment. It is estimated that approximately **\$265,859** will be raised through assessments. Any other funds that may be made available to the BID for the purposes contained herein shall be collected and expended as identified in Section C.

E. Organization of BID Board

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

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

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

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

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

F. Relationship to Downtown Green Bay, Inc.

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

IV. METHOD OF ASSESMENT

A. Assessment Rate and Method

Parcels Assessed

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

Levy of Assessment

Special assessments under this 2020 Operating Plan are hereby levied against each tax parcel of property within the District which has a separate tax key number, in the amount shown on the assessment schedule which is attached hereto as Appendix D. The assessment was based on the assessed value of that parcel (land and improvements) as shown in the records of the City Assessor's office in June 2019 except as otherwise identified below.

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

The 2019 assessment shown on Appendix D was calculated as \$2.28 for each \$1,000 of assessed value for properties whose use is identified as retail, hospitality or entertainment-related and \$.76 for each \$1,000 of assessed value for properties whose use is identified as office/commercial. Appendix C, attached hereto, contains a list of SIC codes identifying these properties.

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

B. Excluded and Exempt Property

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

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

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

A. City Plans

Creation of a business improvement district to facilitate District redevelopment is consistent with the City of Green Bay's Comprehensive Plan, Downtown Design Plan and Waterfront Plan and would promote the orderly development of the City in general.

B. City Role in District Operation

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

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

VI. PLAN APPROVAL PROCESS

A. Public Review Process

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

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

VII. FUTURE YEAR OPERATING PLANS

A. Phased Development

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

Section 66.1109 (3) (a) of the BID law requires the board and the City to annually review and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms the complete development program, it focuses upon 2020 activities, and information on specific assessed values, budget amounts and assessment amounts are based on 2019 conditions. Greater detail about subsequent year's activities will be provided in the required annual Plan updates, and approval by the Common Council of such Plan updates shall be conclusive evidence of compliance with this Plan and the BID law.

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

B. Amendment, Severability and Expansion

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

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

APPENDICES

- A. STATUTE
- B. PETITION
- C. PROPOSED DISTRICT BOUNDARIES
- D. 2019 PROJECTED ASSESSMENTS
- E. CITY ATTORNEY'S OPINION

APPENDIX A & B:

Wisconsin State Statute "BID Law"

66.1109 Business improvement districts.

(1) In this section:

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

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

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

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

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

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

1. The special assessment method applicable to the business improvement district.
- 1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.
2. The kind, number and location of all proposed expenditures within the business improvement district.
3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.
4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.
5. A legal opinion that [subds. 1. to 4.](#) have been complied with.

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

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

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

(3)

- (a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.
- (b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.
- (c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include an independent certified audit of the implementation of the operating plan obtained by the municipality. The municipality shall obtain an additional independent certified audit upon termination of the business improvement district.
- (d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

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

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

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

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under [par. \(c\)](#).

(c) and unless the business improvement district is not terminated under [par. \(e\)](#).

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

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

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

(5)

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

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

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

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

APPENDIX C - PROPOSED DISTRICT BOUNDARIES



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

Map provided by City of Green Bay Planning Department, September, 2016.

400 200 0 400 feet

District Boundary

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

APPENDIX D- 2019 PROJECTED ASSESSMENTS

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

Assessment Rate

.00228 Retail, Hospitality or Entertainment (BID 3)

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

Bid District	Parcel	Property Location	Owner/Mailing	Total Value	Assessment
3	11-105	529 N MONROE AV	529 N MONROE AVE BUILDING LLC	\$ 1,320,400	\$ 3,011
3	11-115	333-335 MAIN ST	HYATT EQUITIES LLC	\$ 10,682,300	\$ 24,356
3	11-116	333 MAIN ST	HYATT EQUITIES LLC	\$ 635,600	\$ 1,449
3	11-149	310 N MONROE AV	MAIN ORIENTAL MARKET LLC	\$ 206,600	\$ 471
3	11-203	119 N MONROE AV	ASHVIN S MAISURIA	\$ 704,800	\$ 1,607
3	11-241	103 S MONROE AV	TKD PETROLEUM LLC	\$ 676,900	\$ 1,543
3	11-45	314 N MONROE AV	EDWARD M & RENEE J WINECK	\$ 144,200	\$ 329
3	11-46	610-614 BODART ST	ROBERT & MELIDA WAGNER	\$ 230,100	\$ 525
3	11-92	416-418 N MONROE AV		\$ -	\$ -
3	12-115	119-121 N ADAMS ST	NEUFIELD ENTERPRISES LLC	\$ 302,900	\$ 691
3	12-116	117 N ADAMS ST	GIOCOR57 LLC	\$ 200,800	\$ 458
3	12-117	115 N ADAMS ST	ROBERT P SANDERSON	\$ 173,700	\$ 396
3	12-120	225 E WALNUT ST	LIZA RAE LLC	\$ 219,200	\$ 500
3	12-121	217-221 E WALNUT ST	AMERICAN HOLDINGS INC	\$ 281,900	\$ 643
3	12-138	312 CHERRY ST	FRANKENTHAL BUILDING LLC	\$ 116,500	\$ 266
3	12-14	225 N WASHINGTON ST	WIDMER PROPERTIES LLC	\$ 150,100	\$ 342
3	12-145	218 N ADAMS ST	VICE ENTERPRISES LLC	\$ 894,800	\$ 2,040
3	12-147	306-312 PINE ST	A & E INVESTMENT CORP	\$ 576,400	\$ 1,314
3	12-148	304 N ADAMS ST	304 NORTH ADAMS GREEN BAY LLC	\$ 18,310,200	\$ 41,747
3	12-15	223 N WASHINGTON ST	WIDMER PROPERTIES LLC	\$ 157,700	\$ 360
3	12-164	201 MAIN ST	PHVIF GREEN BAY LLC	\$ 6,841,900	\$ 15,600
3	12-165	501 N ADAMS ST		\$ -	\$ -
3	12-17	219 N WASHINGTON ST	RONALD L & RACHEL A SMITS	\$ 404,900	\$ 923
3	12-18	217 N WASHINGTON ST	DUPONT INVESTMENTS LLC	\$ 296,600	\$ 676
3	12-190-A	131 S WASHINGTON ST	131 SOUTH WASHINGTON LLC	\$ 69,400	\$ 158
3	12-191	129 S WASHINGTON ST	KARMAN DEVELOPMENT LLP	\$ 320,700	\$ 731
3	12-196	301-120 N ADAMS ST	BAYLAKE FOOD COURT REAL ESTATE LLC	\$ 858,500	\$ 1,957
3	12-20	213 N WASHINGTON ST	ROBERT COWLES	\$ 158,200	\$ 361
3	12-21	209-211 N WASHINGTON ST	AJ TODEY LLC C/O ALICE TODEY	\$ 448,300	\$ 1,022
3	12-22	207 N WASHINGTON ST	DONNA K MUENSTER	\$ 262,400	\$ 598

3	12-23	201 N WASHINGTON ST	GOELZ JEFFREY J LIVING TRUST	\$ 243,800	\$ 556
3	12-353	205-215 E WALNUT ST	WALNUT WASHINGTON LLC	\$ 347,400	\$ 792
3	12-354	102-112 N WASHINGTON ST	WALNUT WASHINGTON LLC	\$ 791,900	\$ 1,806
3	12-355	202 CHERRY ST	NICOLET NATIONAL BANK	\$ 139,800	\$ 319
3	12-356	202 CHERRY ST	NICOLET NATIONAL BANK	\$ 5,700	\$ 13
3	12-365	301 N WASHINGTON ST	WATERMARK OWNER LLC	\$ 276,400	\$ 630
3	12-366	301 N WASHINGTON ST	WATERMARK OWNER LLC	\$ 294,500	\$ 671
3	12-367	301 N WASHINGTON ST	325NORTH WASHINGTON LLC	\$ 1,169,700	\$ 2,667
3	12-44	123-125 S WASHINGTON ST	AMH LLC	\$ 371,200	\$ 846
3	12-46	121 S WASHINGTON ST	121 SOUTH WASHINGTON INVESTMENTS LLC	\$ 154,600	\$ 352
3	12-47	119 S WASHINGTON ST	SECORA FAMILY TRUST	\$ 157,400	\$ 359
3	13-10	348 S WASHINGTON ST	THE FREIMANN HOTEL BLDG C/O JESSE WOTRUBA	\$ 474,500	\$ 1,082
3	13-2	234 S WASHINGTON ST	HARP & EAGLE LTD	\$ 1,820,000	\$ 4,150
3	13-39	321 S WASHINGTON ST	DOWNTOWNER MOTEL INC	\$ 2,135,500	\$ 4,869
3	13-49	234 S ADAMS ST	RUMMELE S JEWELERS INC OF GREEN BAY	\$ 515,200	\$ 1,175
3	13-76	339 S ADAMS ST	WILLIAM M & ROBERTA L ATKINSON	\$ 116,600	\$ 266
3	14-386	515 S MONROE AV	WARPINSKI PROPERTIES	\$ 279,200	\$ 637
3	15-122	510 S MONROE AV	LTB PROPERTY LLP	\$ 812,900	\$ 1,853
4	11-1	430 MAIN ST	MANOS HOLDINGS GREEN BAY LLC	\$ 2,586,900	\$ 1,966
4	11-102	500-508 N MONROE AV	GREEN BAY RADIATOR LLC	\$ 277,400	\$ 211
4	11-103-A	600 N MONROE AV	RICO S PARKING LOT LLC	\$ 39,000	\$ 30
4	11-107	503 MAIN ST	GB FUTURE 503 LLC	\$ 906,000	\$ 689
4	11-109	514 N MADISON ST	FAE HOLDINGS 453826R LLC	\$ 60,500	\$ 46
4	11-117	433 MAIN ST	ASSOCIATED BANK LEASING REAL EST MS 8227	\$ 12,206,100	\$ 9,277
4	11-123	528 N MADISON ST	FAE HOLDINGS 453826R LLC	\$ 46,200	\$ 35
4	11-124	516 N MADISON ST	FAE HOLDINGS 453826R LLC	\$ 46,200	\$ 35
4	11-125	510 ELM ST	FAE HOLDINGS 453826R LLC	\$ 88,800	\$ 67
4	11-13	201 N JEFFERSON ST	ASSOCIATED KELLOGG BANK	\$ 200,100	\$ 152
4	11-138-A	417 PINE ST	PINE STREET CAT COMPANY LLC	\$ 698,900	\$ 531
4	11-139	425 PINE ST	US BANK NATIONAL ASSOCIATION	\$ 4,190,800	\$ 3,185
4	11-160	616 PINE ST	CITY OF GREEN BAY	\$ -	\$ -
4	11-174	225-229 N MADISON ST	ASSOCIATED KELLOGG BANK	\$ 570,200	\$ 433
4	11-185	501 CHERRY ST	ASSOCIATED BANK NA	\$ 230,200	\$ 175
4	11-188	201 N MONROE AV	ASSOCIATED BANK NA	\$ 1,300,000	\$ 988
4	11-191	605 CHERRY ST	CITY OF GREEN BAY	\$ -	\$ -
4	11-2	330 N ADAMS ST	304 NORTH ADAMS GREEN BAY LLC	\$ 160,600	\$ 122

4	11-202	118 N MONROE AV	GARY ROSS HESSELGESSER	\$ 270,000	\$ 205
4	11-206	512 CHERRY ST	GREEN BAY BUSINESS CENTER III LLC	\$ 312,700	\$ 238
4	11-209	126 N MADISON ST	BRIAN F & JAMES E MICHAUD	\$ 420,700	\$ 320
4	11-210	435 E WALNUT ST	GREEN BAY BUSINESS CENTER III LLC	\$ 2,730,500	\$ 2,075
4	11-222	503 E WALNUT ST	GREEN BAY BUSINESS CENTER III LLC	\$ 51,500	\$ 39
4	11-224	521 E WALNUT ST	BUCKMASTER REVOCABLE LIVING TRUST	\$ 75,200	\$ 57
4	11-224-A	519 E WALNUT ST	BUCKMASTER REVOCABLE LIVING TRUST	\$ 100,400	\$ 76
4	11-225	533 E WALNUT ST	GREEN BAY BUSINESS CENTER III LLC	\$ 319,400	\$ 243
4	11-228	102 N MONROE AV	GARY ROSS HESSELGESSER	\$ 94,800	\$ 72
4	11-230	619 E WALNUT ST	JEFFREY A & CAROLYN M JAZGAR	\$ 162,500	\$ 123
4	11-243	113 S MONROE AV	GARY D WISNESKI	\$ 150,300	\$ 114
4	11-253	500-512 E WALNUT ST	TWO BEELERS LLC	\$ 595,700	\$ 453
4	11-254	117 S MADISON ST	DAVID N & KATHY A SHAW	\$ 89,200	\$ 68
4	11-257	414 E WALNUT ST	COLUMBUS OFFICE BUILDING LLC	\$ 892,200	\$ 678
4	11-258	115 S JEFFERSON ST	GRAY TELEVISION GROUP INC	\$ 1,608,900	\$ 1,223
4	11-259	434 E WALNUT ST	DAVID N & KATHY A SHAW	\$ 141,700	\$ 108
4	11-264-1	130 S MADISON ST	GRAY TELEVISION GROUP INC	\$ 184,000	\$ 140
4	11-269	125 S JEFFERSON ST	JAMES SICKEL	\$ 2,050,700	\$ 1,559
4	11-44	BLOCK BODART ST	EDWARD M & RENEE J WINECK	\$ 54,400	\$ 41
4	11-53	607-617 BODART ST	MAY MARIE INC	\$ 235,300	\$ 179
4	11-55	406 N MONROE AV	RICOS PARKING LOT LLC	\$ 215,100	\$ 163
4	11-56	300 N MADISON ST	WW GRAINGER INC ATTN: TAX DEPT	\$ 5,668,500	\$ 4,308
4	11-91	420 N MONROE AV	BEVERLY FRENCH	\$ 500	\$ -
4	11-95-A	MAIN ST		\$ -	\$ -
4	12-1-2	335 N WASHINGTON ST	RIVER CENTER LOFTS LLC C/O STONE HOUSE DEV INC	\$ 3,195,300	\$ 2,428
4	12-114	216-222 CHERRY ST	TAJ ENTERPRISES LLC	\$ 775,600	\$ 589
4	12-118	109 N ADAMS ST		\$ -	\$ -
4	12-119	227 E WALNUT ST		\$ -	\$ -
4	12-122	101 N ADAMS ST		\$ -	\$ -
4	12-13	227-229 N WASHINGTON ST	WIDMER PROPERTIES LLC	\$ 306,600	\$ 233
4	12-130	118 S ADAMS ST	GIGOT PROPERTIES LLC C/O MARK S GIGOT	\$ 1,158,000	\$ 880
4	12-130-1	110 S ADAMS ST	TMJ LLC	\$ 1,015,500	\$ 772
4	12-134	112 N ADAMS ST	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	\$ -	\$ -

4	12-135	116 N ADAMS ST	FRANKENTHAL BUILDING LLC	\$ 94,900	\$ 72
4	12-137	130 N ADAMS ST	FRANKENTHAL BUILDING LLC	\$ 1,030,600	\$ 783
4	12-139	314 CHERRY ST	FRANKENTHAL BUILDING LLC	\$ 20,700	\$ 16
4	12-140	202 N ADAMS ST	ASSOCIATED KELLOGG BANK	\$ 4,039,900	\$ 3,070
4	12-144	214-216 N ADAMS ST	ASSOCIATED KELLOGG BANK	\$ 318,700	\$ 242
4	12-175	400 N WASHINGTON ST	SCHREIBER FOODS INC ATTN TAX DEPARTMENT	\$ 42,857,900	\$ 32,572
4	12-184-A	401 N WASHINGTON ST	CITYDECK LANDING LLC T WALL ENTERPRISES MNG	\$ 8,678,000	\$ 6,595
4	12-185	WASHINGTON ST	GDC WASHINGTON STREET LLC	\$ 232,400	\$ 177
4	12-19	215 N WASHINGTON ST	DUPONT INVESTMENTS LLC	\$ 127,300	\$ 97
4	12-190	201 DOTY ST	GDC WASHINGTON STREET LLC	\$ 1,669,200	\$ 1,269
4	12-192	127 S WASHINGTON ST	OWEN F MONFILS LE	\$ 228,100	\$ 173
4	12-197	301-130 N ADAMS ST	CITY CENTER PROPERTIES LLC	\$ 1,084,100	\$ 824
4	12-198	301-140 N ADAMS ST	CITY CENTER PROPERTIES LLC	\$ 369,600	\$ 281
4	12-199	301-150 N ADAMS ST	NNB PROPERTIES LLC	\$ 245,200	\$ 186
4	12-200	301-160 N ADAMS ST	CITY CENTER PROPERTIES LLC	\$ 131,800	\$ 100
4	12-201	301-210 N ADAMS ST	HCW LLC	\$ 1,775,500	\$ 1,349
4	12-202	301-220 N ADAMS ST	HCW LLC	\$ 1,943,800	\$ 1,477
4	12-203	301-230 N ADAMS ST	HCW LLC	\$ 64,900	\$ 49
4	12-204	301-240 N ADAMS ST	HCW LLC	\$ 538,800	\$ 409
4	12-205	301-250 N ADAMS ST	HCW LLC	\$ 627,400	\$ 477
4	12-206	301-260 N ADAMS ST	HCW LLC	\$ 376,900	\$ 286
4	12-24	111 N WASHINGTON ST	NICOLET JOINT VENTURES LLC	\$ 10,959,200	\$ 8,329
4	12-281	110-126 S WASHINGTON ST	VARSITY HOLDINGS LLC	\$ 603,000	\$ 458
4	12-282	110-126 S WASHINGTON ST	MANCOSKE KRAMER REAL ESTATE	\$ 125,100	\$ 95
4	12-283	110-126 S WASHINGTON ST	NICOLET NATIONAL BANK	\$ 694,500	\$ 528
4	12-363	115 E WALNUT ST	NICOLET JOINT VENTURES LLC	\$ 398,100	\$ 303
4	12-364	115 E WALNUT ST	GB METREAU LLC	\$ 12,815,000	\$ 9,739
4	12-368	301 N WASHINGTON ST	WATERMARK OWNER LLC	\$ 1,206,800	\$ 917
4	12-369	301 N WASHINGTON ST	FE WATERMARK LLC	\$ 533,100	\$ 405
4	12-370	301 N WASHINGTON ST	FE WATERMARK LLC	\$ 20,300	\$ 15
4	12-371	301 N WASHINGTON ST	FE WATERMARK LLC	\$ 2,167,600	\$ 1,647
4	12-372	301 N WASHINGTON ST	FE WATERMARK LLC	\$ 287,400	\$ 218
4	12-373	301 N WASHINGTON ST	FE WATERMARK LLC	\$ 1,469,700	\$ 1,117
4	12-374	301 N WASHINGTON ST	FE WATERMARK LLC	\$ 282,300	\$ 215
4	12-375	301 N WASHINGTON ST	FE WATERMARK LLC	\$ 287,700	\$ 219
4	12-38-1	130 E WALNUT ST	SAFFORD BUILDING LLC	\$ 378,000	\$ 287
4	12-38-10	130 E WALNUT ST	BELLIN BUILDING ASSOC	\$ 377,600	\$ 287
4	12-38-2	130 E WALNUT ST	SAFFORD BUILDING LLC	\$ 424,500	\$ 323
4	12-38-3	130 E WALNUT ST	SAFFORD BUILDING LLC	\$ 169,400	\$ 129
4	12-38-4	130 E WALNUT ST	SAFFORD BUILDING LLC	\$ 124,500	\$ 95

4	12-38-5	130 E WALNUT ST	SAFFORD BUILDING LLC	\$ 238,400	\$ 181
4	12-38-6	130-F E WALNUT ST	URSULA BERTRAND HINZ	\$ 192,400	\$ 146
4	12-38-7	130 E WALNUT ST	BELLING BUILDING LLC	\$ 261,600	\$ 199
4	12-38-7-1	130 E WALNUT ST	TRAVLYNN PROPERTIES LLC	\$ 251,900	\$ 191
4	12-38-8	130 E WALNUT ST	SAFFORD BUILDING LLC	\$ 51,900	\$ 39
4	12-38-9	130 E WALNUT ST	SAFFORD BUILDING LLC	\$ 27,600	\$ 21
4	12-86	330 N WASHINGTON ST	SCHREIBER FOODS INC ATTN TAX DEPARTMENT	\$ 364,000	\$ 277
4	13-1	200 S WASHINGTON ST	NICOLET REAL ESTATE AND INVESTMENTS CORP	\$ 3,493,600	\$ 2,655
4	13-101	417 S ADAMS ST	SW LEASING LLP	\$ 274,600	\$ 209
4	13-107	416 CROOKS ST	STORMIN TITLE LLC	\$ 266,400	\$ 202
4	13-107-A	403 S JEFFERSON ST	U SAVE AMERICA LLC	\$ 290,400	\$ 221
4	13-11	400 S ADAMS ST	SECOND WIND AUTO GALLERY LLC	\$ 1,566,803	\$ 1,191
4	13-112	318 S MADISON ST	JAMKAT LLC	\$ 82,000	\$ 62
4	13-114	332 S MADISON ST	MELANIE HORKMAN	\$ 231,200	\$ 176
4	13-117	421 CROOKS ST	JEFFERSON STREET PARTNERSHIP LLP	\$ 82,800	\$ 63
4	13-118	345 S JEFFERSON ST	JEFFERSON STREET PARTNERSHIP LLP	\$ 482,800	\$ 367
4	13-119	333 S JEFFERSON ST	THOMAS J & KATHLEEN A KITSLAAR	\$ 77,800	\$ 59
4	13-120	325 S JEFFERSON ST	DANIEL E & PATRICIA A COLVIN JR	\$ 195,200	\$ 148
4	13-121	321 S JEFFERSON ST	JAMKAT LLC	\$ 82,000	\$ 62
4	13-122	315 S JEFFERSON ST	GEORGE A & SHARON R THORNE	\$ 200,400	\$ 152
4	13-123	311 S JEFFERSON ST	ERIC R. WIMBERGER	\$ 118,000	\$ 90
4	13-124	307 S JEFFERSON ST	VANDE CASTLE PROPERTIES LLP	\$ 35,700	\$ 27
4	13-125	303 S JEFFERSON ST	VANDE CASTLE PROPERTIES LLP	\$ 108,500	\$ 82
4	13-127	420-422 DOTY ST	TOSA 420 LLC	\$ 266,600	\$ 203
4	13-128	212-214 S MADISON ST	GREEN BAY BUSINESS CENTER III LLC	\$ 172,500	\$ 131
4	13-132	225-231 S JEFFERSON ST	CITY OF GREEN BAY C/O ENGINEERING DEPT	\$ 157,700	\$ 120
4	13-133	221 S JEFFERSON ST	CITY OF GREEN BAY C/O ENGINEERING DEPT	\$ 79,200	\$ 60
4	13-135	200 S MONROE AV	FIRST UNITED METHODIST CHURCH GREEN BAY	\$ -	\$ -
4	13-151	332 S MONROE AV	WARREN FAMILY FUNERAL HOMES INC	\$ 128,700	\$ 98
4	13-153	340 S MONROE AV	WARREN FAMILY FUNERAL HOMES INC	\$ 818,300	\$ 622
4	13-163	408 S MONROE AV	MADISON MONROE INVESTMENTS LLP	\$ 679,900	\$ 517
4	13-164	416-418 S MONROE AV	LAWRENCE G VESELY	\$ 314,100	\$ 239

4	13-165	424 S MONROE AV	MOSKI CORP	\$ 895,200	\$ 680
4	13-171	445 S MADISON ST	445 MADISON CHICAGO LLC ATT: KEN	\$ 919,600	\$ 699
4	13-179	413-415 S MADISON ST	MCE PROPERTIES LLC	\$ 235,700	\$ 179
4	13-18	444 S ADAMS ST	AMERICAN FOODS GROUP LLC	\$ 1,305,200	\$ 992
4	13-183	420-500 S WASHINGTON ST	WASHINGTON STREET RIVER PROPERTIES LLC	\$ 3,044,400	\$ 2,314
4	13-185	400 S WASHINGTON ST	WASHINGTON ST DEPOT LLC	\$ 949,700	\$ 722
4	13-20	419 S WASHINGTON ST	SECOND WIND AUTO GALLERY LLC	\$ 379,400	\$ 288
4	13-43	200-220 S ADAMS ST	INDUSTRY CONSULTING GROUP INC	\$ 2,443,500	\$ 1,857
4	13-50	235 WASHINGTON ST	INDUSTRY CONSULTING GROUP INC	\$ 214,500	\$ 163
4	13-51	229 STUART ST	INDUSTRY CONSULTING GROUP INC	\$ 81,800	\$ 62
4	13-53	211 S WASHINGTON ST	INDUSTRY CONSULTING GROUP INC	\$ 41,300	\$ 31
4	13-54	205 S WASHINGTON ST	INDUSTRY CONSULTING GROUP INC	\$ 82,600	\$ 63
4	13-55	201 S WASHINGTON ST	INDUSTRY CONSULTING GROUP INC	\$ 86,500	\$ 66
4	13-56	201-215 S ADAMS ST	PREMONSTRATENSIA FATHERS THE	\$ 200,100	\$ 152
4	13-57	219-231 S ADAMS ST	ATTY THOMAS M OLEJNICZAK	\$ 1,283,400	\$ 975
4	13-71	336 S JEFFERSON ST	ROCK KRAMER J & CAROLYN F JOINT REVOCABLE TRUST	\$ 230,200	\$ 175
4	13-74	315 CROOKS ST	WILLIAM M & ROBERTA L ATKINSON	\$ 43,800	\$ 33
4	13-75	345 S ADAMS ST	SCHMILINGVISION LLP	\$ 267,200	\$ 203
4	13-8	318 S WASHINGTON ST	RIVER EAST 318 LLC	\$ 5,230,300	\$ 3,975
4	13-87	414 S JEFFERSON ST	414 S JEFFERSON ST GREEN BAY LLC	\$ 1,139,800	\$ 866
4	13-97-A	445 S ADAMS ST	CHICAGO STREET LLC	\$ 384,000	\$ 292
4	13-99	425 S ADAMS ST	WILLIAM S VAN ESS	\$ 456,900	\$ 347
4	14-383	535 S MONROE AV	PS & LC REAL ESTATE LLC	\$ 208,300	\$ 158
4	14-385	519 S MONROE AV	JAMES R & DIANE J WARPINSKI	\$ 346,900	\$ 264
4	14-387	503 S MONROE AV	FAMILY SERVICES OF NORTHEAST WISCONSIN INC	\$ -	\$ -
4	14-403	417 S MONROE AV	SCHIEGG INVESTMENTS LLC	\$ 800,000	\$ 608
4	14-419	345 S MONROE AV	JOHN C & JULIE A MAY	\$ 296,000	\$ 225
4	14-420	337 S MONROE AV	JOHN C & JULIE A MAY	\$ 217,600	\$ 165
4	14-422	325-327 S MONROE AV	JOURNEY TO ADULT SUCCESS INC	\$ -	\$ -
4	14-424	315 S MONROE AV	PROVENANCE LLP	\$ 539,800	\$ 410
4	14-439	225 S MONROE AV	FELD LTD PARTNERSHIP	\$ 688,800	\$ 523

4	14-443	211 S MONROE AV	JOSEPH M RECKA & JAMES T JOANNES	\$ 294,300	\$ 224
4	14-444	203 S MONROE AV	MARK S & KATHRYN A GIGOT	\$ 143,600	\$ 109
4	15-103	432 MARTIN ST	MARILYN R GARDNER	\$ 25,900	\$ 20
4	15-104	508 S MADISON ST	MARILYN R GARDNER	\$ 112,500	\$ 85
4	15-105	426 MARTIN ST	MARILYN R GARDNER	\$ 41,600	\$ 32
4	15-106	420 MARTIN ST	MARILYN R GARDNER	\$ 83,400	\$ 63
4	15-107	526 S MADISON ST	MARILYN R GARDNER	\$ 57,700	\$ 44
4	15-108	530 S MADISON ST	MARILYN R GARDNER	\$ 105,600	\$ 80
4	15-117	533 S JEFFERSON ST	MARILYN R GARDNER	\$ 54,900	\$ 42
4	15-118	527 S JEFFERSON ST	JADEITE INC C/O JOHN MARTINSON	\$ 649,600	\$ 494
4	15-23	501 S ADAMS ST	COSMO LLC C/O JOHN F BUTZ	\$ 127,500	\$ 97
			Total	\$ 238,317,003	\$ 265,859

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



Planning Project (PP 19-05)
Request by Downtown Green Bay, Inc. for approval of their 2020 Business Improvement District Operating Plan.

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by City of Green Bay Planning Department.
SJH October 2018



**Operating Plan - 2020
Olde Main Street, Inc.**

BUSINESS IMPROVEMENT DISTRICT

2020 OPERATING PLAN



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

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I. INTRODUCTION

A. Background

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

The City of Green Bay received a petition from property owners that requested creation of a Business Improvement District for the purpose of revitalizing and improving the Olde Main Street business area on Green Bay’s east side. (see Appendix B). The BID law requires that every district have an annual Operating Plan. This document is the 2020 Operating Plan for the Olde Main Street district.

B. Physical Setting

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

II. DISTRICT BOUNDARIES

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

III. PROPOSED OPERATING PLAN

A. Plan Objectives

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

B. Proposed Activities

Principle activities to be engaged in by the district during 2020 include:

1. **BUSINESS DEVELOPMENT** – Olde Main Street, Inc. will continue to activate and promote key commercial and residential areas. Opportunities to leverage progress related to downtown development will also be identified and pursued. Business recruitment will be in collaboration with regional and local initiatives (i.e. New North, Start Up Hub, City of Green Bay, etc.). Opportunities to welcome development and mitigate obstacles to progress will be a priority.
2. **MARKETING** – OMSI will engage in event focused marketing to further establish the brand of Olde Main Street as the Arts District. We will work to promote the development of the Whitney Park area to potential businesses and residents. These efforts will be further enhanced through the branding of our website, newsletter, and printed materials. The goal of these marketing efforts is to position Olde Main Street as a progressive, artistic, and culture-focused commercial and residential area in the eyes of our community.

3. **EVENTS** – OMSI will continue to plan events such as Gallery Nite and Theatre in the Park to further enhance the corridor’s brand as the Arts District. Other events such as Summer Solstice Celebration, Summer in the Park and Galantine’s Day are designed to support existing businesses while attracting new businesses, creatives and visitors to the area.
4. **PHYSICAL IMPROVEMENTS AND FIRST IMPRESSIONS-** Olde Main Street, Inc. will continue to provide district enhancements that include planters, banners, cleanups, and holiday décor. A focus remains on public art to further brand Olde Main Street as the Arts District. OMSI will also continue to support and promote the progress of the East River Trail.
5. **BUSINESS AND NEIGHBORHOOD CONNECTIONS** – Olde Main Street, Inc. will continue to build positive relationships with new and current businesses and organizations as well as with nearby neighborhood associations.

C. Proposed Expenditures – 2020

	2020 Budget	2019 Budget
Revenues		
BID Assessments	\$56,936	\$57,734
Contributions & Sponsorships	\$50,650	\$40,425
Planter Program Revenue	\$7,600	\$7,600
Prior Period Reserves		\$7,529
Total Revenue	\$115,186	\$113,288
Expenses		
Administrative Fees	\$68,848	\$65,065
Operating		
Insurance	\$2,300	\$2,200
Postage & Meetings & Misc.	\$300	\$335
Legal/Accounting/Audit	\$8,000	\$7,600
Training/Education/Mileage/Dues & Subscriptions	\$500	\$700
Equipment/Office Supplies	\$700	\$1,000
Total Admin & Operating Expense	\$80,648	\$76,900
Programs		
Physical Improvements		
Greenspace/Planter Program	\$12,000	\$12,000
District Appearance	\$500	\$100
Three Corner Marker Flag	\$300	\$300
Holiday Decorations	\$1,000	\$100
Public Art	\$0	\$0
Total Physical Improvements	\$13,800	\$12,500
Business Development		
Business Recruitment & Retention	\$1,125	\$2,250
Total Business Development	\$1,125	\$2,250
Marketing & Events		
Website/Social Media	\$1,644	\$1,219
Branding/Guides/Public Awareness	\$3,510	\$5,409
Gallery Nite/Art on Main	\$3,000	\$3,310
Summer in the Park	\$4,000	\$4,500

Theater / Comedy in the Park	\$1,500	\$1,950
Annual Meeting	\$650	\$550
Small Business Saturday	\$400	\$400
Summer Solstice	\$3,800	\$3,800
Galentines Day	\$200	\$500
New Event	\$500	
<i>Total Marketing and Events</i>	<i>\$19,204</i>	<i>\$21,638</i>
Total Programs	\$34,129	\$36,388
Total Expense	\$114,777	\$113,288
Net Income	\$ 409	\$ -

D. Financing Method

The proposed expenditures contained in Section C, above, will be financed in part from moneys collected from the BID assessment. It is estimated that approximately **\$56.936** will be raised through assessments. Any other funds that may be made available to the BID for the purposes contained herein shall be collected and expended as identified in Section C.

E. Organization of BID Board

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

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

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

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

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

F. Relationship to Olde Main Street, Inc.

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

IV. METHOD OF ASSESSMENT

A. Assessment Rate and Method

Parcels Assessed

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

Levy of Assessment

Special assessments under this 2020 Operating Plan are hereby levied against each tax parcel of property within the District which has a separate tax key number, in the amount shown on the assessment schedule which is attached hereto as Appendix D. The assessment was based on the assessed value of that parcel (land and improvements) as shown in the records of the City Assessor's office in January 2019 except as otherwise identified below.

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

The 2019 assessment shown on Appendix D was calculated as \$3.00 for each \$1,000 of assessed value for properties whose use is identified as hospitality or entertainment-related and \$1.00 for each \$1,000 of assessed value for properties whose use is identified as warehouse. Appendix C, attached hereto, contains a list of SIC codes identifying these properties. The 2019 assessment for remaining non-exempt tax parcels in the District, not identified as used for hospitality or entertainment-related uses or for warehousing, was calculated as \$2.50 for each \$1,000 of assessed value.

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

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

B. Excluded and Exempt Property

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

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

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

A. City Plans

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

B. City Role in District Operation

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

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

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

VI. PLAN APPROVAL PROCESS

A. Public Review Process

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

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

B. Petition against Creation of the BID

VII. FUTURE YEAR OPERATING PLANS

A. Phased Development

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

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

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

B. Amendment, Severability and Expansion

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

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

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

APPENDICES

- A. STATUTE
- B. PETITION
- C. PROPOSED DISTRICT BOUNDARIES
- D. 2019 PROJECTED ASSESSMENTS
- E. CITY ATTORNEY'S OPINION

APPENDIX A & B:

Wisconsin State Statute "BID Law"

66.1109 Business improvement districts.

(1) In this section:

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

(3)

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

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

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

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

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

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

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

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

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

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

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

(5)

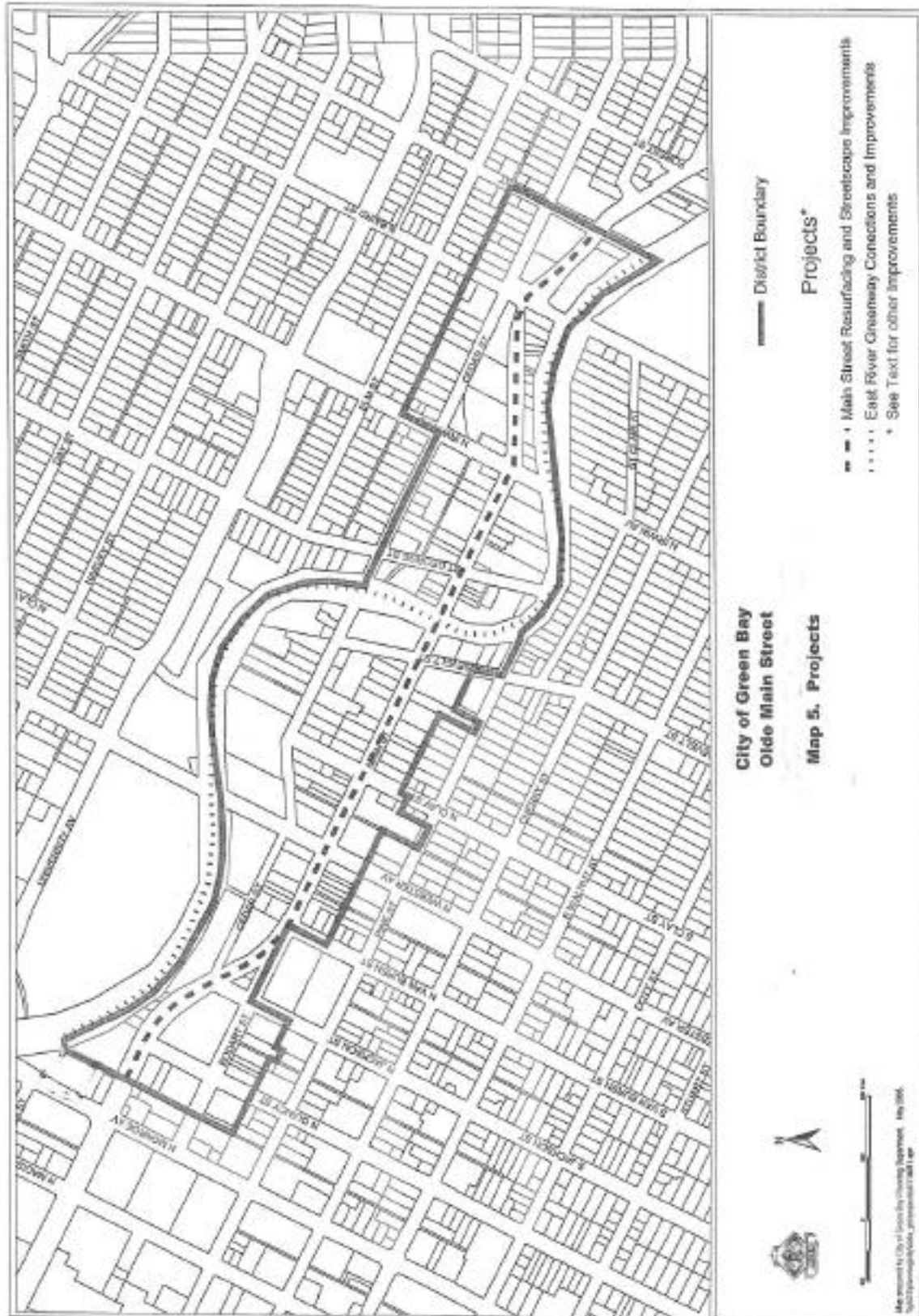
(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under [s. 70.11](#) may not be specially assessed for purposes of this section.

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

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

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

APPENDIX C - PROPOSED DISTRICT BOUNDARIES



APPENDIX D- 2019 PROJECTED ASSESSMENTS

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

Assessment Rate

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

BID	Parcel ID	Property Location	Owner	Total Value	Assessment
10	10-25	801 CEDAR ST	RFS Green Bay LLC	\$ 645,900	\$ 646
10	10-4	714-716 BODART ST	ROBERT E CADMUS JR	\$ 134,600	\$ 135
10	11-100	417 N QUINCY ST	KEVIN C KUEHN	\$ 83,200	\$ 83
10	14-10	325 N ROOSEVELT ST	GREEN BAY AREA PUBLIC SCHOOL DISTRICT MINOKA-HI	\$ -	\$ -
10	14-30	300 N ROOSEVELT ST	318 N ROOSEVELT LLC	\$ 12,900	\$ 13
10	8 -268	1233 MAIN ST	J DARRELL GRIEG	\$ 13,000	\$ 13
10	8 -279	313 ST GEORGE ST	CITY OF GREEN BAY- PARKS	\$ -	\$ -
10	8 -286	1280 MAIN ST	MOSKI CORP	\$ 310,500	\$ 310
10	8 -324-A	432 N IRWIN AV	PATRICK J LIEBMAN	\$ 110,300	\$ 110
10	9 -33-1	413-415 N CLAY ST	J5B Development LLC, PO	\$ 47,900	\$ 48
10	9 -34	1023 MAIN ST	Main Street Green Bay Properties LLC	\$ 227,600	\$ 228
10	9 -52	423-427 N CLAY ST	Main Street Green Bay Properties LLC	\$ 134,900	\$ 135
10	9 -56	1108 CEDAR ST	POMP S TIRE SERVICE INC	\$ 31,600	\$ 32
10	9 -58	1118 CEDAR ST	F R W REALTY LLC	\$ 382,400	\$ 382
10	9 -62	409 N ROOSEVELT ST	F R W REALTY LLC	\$ 367,100	\$ 367
10	9 -64	435 N ROOSEVELT ST	F R W REALTY LLC	\$ 67,600	\$ 68
10	9 -71-A	CEDAR ST	WOCHINSKE REALTY LLC	\$ 9,100	\$ 9
10	9 -72	1207 CEDAR ST	MARICQUE S INC	\$ 58,500	\$ 58
10	9 -73	518 N ROOSEVELT ST	WOCHINSKE REALTY LLC	\$ 272,800	\$ 273
10	9 -74	1141 CEDAR ST	POMP S TIRE SERVICE INC	\$ 28,200	\$ 28
10	9 -80	1111 CEDAR ST	MILLER SCRAP IRON & STEEL	\$ 218,500	\$ 218
10	9 -81	1101 CEDAR ST	CEDAR STREET PARTNERSHIP	\$ 765,700	\$ 766
11	10-14	700 MAIN ST	U HAUL PROPERTY TAX	\$ 671,900	\$ 1,680

11	10-27	CEDAR ST		\$ -	\$ -
11	10-28	CEDAR ST		\$ -	\$ -
11	10-29	500 N QUINCY ST		\$ -	\$ -
11	10-6	722 BODART ST	Neighborhood Housing Services of 437 S. Jackson St.	\$ 520,400	\$ 1,301
11	10-8	800 CEDAR ST	HUS PROPERTIES LLC	\$ 282,500	\$ 706
11	11-104	635 MAIN ST	JNT VENTURE LLC C/O NICOLE M SCHREINER	\$ 741,500	\$ 1,854
11	11-47	618 BODART ST	K B PROPERTIES LLP	\$ 102,200	\$ 255
11	11-50	619 BODART ST	KEVIN C KUEHN	\$ 155,000	\$ 387
11	11-99	620 MAIN ST	HAROLD A LIEBERGEN	\$ 150,000	\$ 375
11	14-27	312-318 N ROOSEVELT ST	318 N ROOSEVELT LLC	\$ 100,200	\$ 250
11	14-6	1122-1126 MAIN ST	GREATER SOURCE LLC	\$ 75,000	\$ 187
11	14-7	1138 MAIN ST	1138 MAIN LLC	\$ 536,200	\$ 1,340
11	8 -1	1400-1410 MAIN ST	NULUND GROUP II LLC	\$ 233,700	\$ 584
11	8 -114	1417 CEDAR ST	CEDAR CENTER ARTS INC	\$ -	\$ -
11	8 -116	1411 CEDAR ST	CEDAR CENTER ARTS INC	\$ 43,500	\$ 109
11	8 -117	1405 CEDAR ST	CAROLS ORDAZ	\$ 127,400	\$ 318
11	8 -263	433-435 ST GEORGE ST		\$ -	\$ -
11	8 -264	1245 MAIN ST	J DARRELL GREIG JR	\$ 271,100	\$ 678
11	8 -265	427 ST GEORGE ST	DOGFISH LLC	\$ 58,600	\$ 146
11	8 -265-1	ST GEORGE ST	J DARRELL GREIG JR	\$ 2,200	\$ 5
11	8 -272	1242 MAIN ST	COPPENS PROPERTIES LLC	\$ 70,600	\$ 176
11	8 -280	1250-1252 MAIN ST	JOHN L LERCH	\$ 56,800	\$ 142
11	8 -282	1260 MAIN ST	MOSKI CORPORATION	\$ 79,400	\$ 198
11	8 -284	1270-1274 MAIN ST	MOSKI CORP	\$ 396,300	\$ 991
11	8 -285	1276 MAIN ST	MOSKI CORP	\$ 310,600	\$ 776
11	8 -287	1296 MAIN ST	MOSKI CORP	\$ 63,200	\$ 158
11	8 -289	1306 MAIN ST		\$ -	\$ -
11	8 -290	1322 MAIN ST		\$ -	\$ -
11	8 -295	1344 MAIN ST		\$ -	\$ -
11	8 -296	1352-1354 MAIN ST		\$ -	\$ -
11	8 -301	1313 MAIN ST	GB AREA UNITARIAN UNIVERSALIST FELLOWSHIP I	\$ -	\$ -
11	8 -302	1335 MAIN ST	SANEHA REAL ESTATE INC	\$ 854,300	\$ 2,136
11	8 -305	1281 MAIN ST	KOSMOSKI INVESTMENT CORP	\$ 95,700	\$ 239
11	8 -306	1285 MAIN ST	MOSKI CORP	\$ 244,900	\$ 269
11	8 -309	1263 MAIN ST	WEST AVE LLC	\$ 950,900	\$ 2,377
11	8 -311	1255 MAIN ST	J DARRELL GREIG JR	\$ 47,400	\$ 118
11	8 -312	1251 MAIN ST	J DARRELL GREIG JR	\$ 26,400	\$ 66
11	8 -313	1247 MAIN ST	J DARRELL GREIG JR	\$ 49,600	\$ 124

11	8 -314	1242 CEDAR ST	WEST AVE LLC	\$ 58,000	\$ 145
11	8 -315	1250 CEDAR ST	WEST AVE LLC	\$ 67,300	\$ 168
11	8 -318	1274 CEDAR ST	DYNAMIC VENTURES LLC	\$ 152,200	\$ 380
11	8 -320	1284 CEDAR ST	MOSKI CORPORATION	\$ 23,600	\$ 59
11	8 -321	433 N IRWIN AV	A & A CORNER COIN REAL ESTATE LLC	\$ 307,400	\$ 768
11	8 -329	1371-1375 CEDAR ST	JAMES A GIESE	\$ 191,700	\$ 479
11	8 -335	1333 CEDAR ST	HECTOR & ANA ROSA GONZALEZ	\$ 163,800	\$ 409
11	8 -75	1405-1429 MAIN ST	CEDAR CENTER ARTS INC	\$ 613,300	\$ 1,533
11	8 -8	1428-1430 MAIN ST	MELOTTE DISTRIBUTING INC	\$ 126,900	\$ 317
11	8 -839	1228-11 MAIN ST	NICOLET NATIONAL BANK	\$ 68,400	\$ 171
11	8 -840	1230-11 MAIN ST	NICOLET NATIONAL BANK	\$ 58,000	\$ 145
11	8 -841	1232-01 MAIN ST	NICOLET NATIONAL BANK	\$ 19,500	\$ 49
11	8 -842	1232-11 MAIN ST	NICOLET NATIONAL BANK	\$ 86,700	\$ 217
11	8 -843	1234-01 MAIN ST	NICOLET NATIONAL BANK	\$ 64,200	\$ 160
11	8 -844	1234-11 MAIN ST	NICOLET NATIONAL BANK	\$ 67,700	\$ 169
11	8 -845	1234-12 MAIN ST	NICOLET NATIONAL BANK	\$ 75,000	\$ 187
11	8 -846	1234-21 MAIN ST	NICOLET NATIONAL BANK	\$ 111,400	\$ 278
11	8 -847	1234-31 MAIN ST	THE BRIDGE RECORDING STUDIO LLC	\$ 111,400	\$ 278
11	8 -848	1236-11 MAIN ST	NICOLET NATIONAL BANK	\$ 59,900	\$ 150
11	8 -849	1236-21 MAIN ST	NICOLET NATIONAL BANK	\$ 68,300	\$ 171
11	8 -850	321-01 ST GEORGE ST	WILLIAMS HOLDINGS LLC	\$ 111,400	\$ 278
11	8 -851	1238-11 MAIN ST	LIZA RAE LLC	\$ 156,900	\$ 392
11	8 -852	1238-21 MAIN ST	CHIEF PAINTS LLC	\$ 78,700	\$ 197
11	8 -853	1240-11 MAIN ST	CHIEF PAINTS LLC	\$ 119,200	\$ 298
11	8 -854	1240-21 MAIN ST	CHIEF PAINTS LLC	\$ 119,200	\$ 298
11	9 -14	1000 MAIN ST	RONALD L & RACHEL A SMITS	\$ 470,800	\$ 1,177
11	9 -17	1028 MAIN ST	PDQ REAL ESTATE HOLDINGS LLC	\$ 494,200	\$ 1,235
11	9 -19-1	319 N CLAY ST	PDQ REAL ESTATE HOLDINGS LLC	\$ 26,000	\$ 65
11	9 -20	1201-1207 MAIN ST	WOCHINSKE REALTY LLC	\$ 642,200	\$ -
11	9 -24	1141 MAIN ST	CYRUS DEVELOPMENT SERVICES LLC	\$ 83,200	\$ 208
11	9 -26	1131 MAIN ST	POMPS TIRE SERVICE INC	\$ 490,100	\$ -
11	9 -29	1121-1123 MAIN ST	WOCHINSKE REALTY LLC	\$ 65,500	\$ 164
11	9 -30	1115 MAIN ST	POMP S TIRE SERVICE INC	\$ 66,100	\$ 135
11	9 -31	1109 MAIN ST	POMP S TIRE SERVICE INC	\$ 57,100	\$ 143
11	9 -32	416 N CLAY ST	POMP S TIRE SERVICE INC	\$ 116,100	\$ 290

11	9 -33	1033-1035 MAIN ST	J5B Development LLC	\$ 103,600	\$ 259
11	9 -33-2	1031 MAIN ST	J5B Development LLC	\$ 50,900	\$ 127
11	9 -35	1021 MAIN ST	AMY JO STERNBERG	\$ 68,200	\$ 170
11	9 -36	1019 MAIN ST	AMY JO STERNBERG	\$ 92,400	\$ 231
11	9 -37	1013-1015 MAIN ST	J5B Development LLC	\$ 162,300	\$ 406
11	9 -41	931 MAIN ST	MCHAHA LLC	\$ 195,600	\$ 489
11	9 -45	915 MAIN ST		\$ -	\$ -
11	9 -46	913 MAIN ST		\$ -	\$ -
11	9 -47	907 MAIN ST		\$ -	\$ -
11	9 -48	901 MAIN ST	GB901 Main LLC	\$ 90,700	\$ 227
11	9 -49	900 CEDAR ST	DAVID BARTIKOFSKY	\$ 191,200	\$ 478
11	9 -50	1018 CEDAR ST	Main Street Green Bay Properties LLC	\$ 13,400	\$ 33
11	9 -55	1102 CEDAR ST	POMP S TIRE SERVICE INC	\$ 14,000	\$ 35
11	9 -57	1112 CEDAR ST	POMP S TIRE SERVICE INC	\$ 314,000	\$ 785
11	9 -60	1124 CEDAR ST	F R W REALTY LLC	\$ 80,600	\$ 201
11	9 -71	1203 CEDAR ST	WOCHINSKE REALTY LLC	\$ 130,000	\$ 325
11	9 -75	1127 CEDAR ST	WOCHINSKE REALTY LLC	\$ 16,200	\$ 40
11	9 -76	1125 CEDAR ST	WOCHINSKE REALTY LLC	\$ 16,200	\$ 40
11	9 -76-1	1137 CEDAR ST	WOCHINSKE REALTY LLC	\$ 322,600	\$ 806
11	9 -77	1123 CEDAR ST	WOCHINSKE REALTY LLC	\$ 115,000	\$ -
11	9 -78	1121 CEDAR ST	WOCHINSKE REALTY LLC	\$ 874,600	\$ -
11	9 -85	500-510 N WEBSTER AV	DENNY H BROTSKI	\$ 272,400	\$ 681
11	9 -86	903-929 CEDAR ST	929 CEDAR LLC	\$ 697,800	\$ 1,744
11	9 -9	930 MAIN ST	CVS CAREMARK CORP CVS # 2237-01	\$ 2,016,100	\$ 3,000
12	10-1	700 BODART ST	THE COVER LLC	\$ 211,100	\$ 633
12	10-2	708 BODART ST	WADE CONARD	\$ 91,000	\$ 273
12	10-5	718-720 BODART ST	720 BODART LLC	\$ 150,600	\$ 452
12	14-1	1100 MAIN ST	GREATER SOURCE LLC	\$ 558,600	\$ 1,676
12	14-2	1106 MAIN ST	HEIMAN PARTNERSHIP LLC	\$ 300,500	\$ 901
12	14-3	1114 MAIN ST	GREATER SOURCE LLC	\$ 220,500	\$ 661
12	14-338	324 N ROOSEVELT ST	A & J INVESTMENT PROPERTIES LLC	\$ 208,700	\$ 626
12	8 -118	500 N BAIRD ST	LEONEL CORTES	\$ 117,400	\$ 352
12	8 -266	1237 MAIN ST	J DARRELL GREIG JR	\$ 249,600	\$ 749
12	8 -267	1235 MAIN ST	Dogfish LLC	\$ 106,000	\$ 318
12	8 -273	1244 MAIN ST	JPMORGAN CHASE BANK NA	\$ 183,500	\$ 551
12	8 -281-A	1258 MAIN ST	CRAIG T GALLOWAY & PATRICK J BEIMBORN	\$ 390,100	\$ 1,170

12	8 -283	1264 MAIN ST	RONALD L & RACHEL A SMITS	\$ 94,900	\$ 285
12	8 -297-A	1356 MAIN ST		\$ -	\$ -
12	8 -303	1301 MAIN ST	Tasty Treats Real Estate LLC	\$ 279,700	\$ 839
12	8 -307	1277-1281 MAIN ST	CIRCLE B DEVELOPMENT LLC	\$ 262,200	\$ 787
12	8 -332	1351 CEDAR ST	ARNOLD J PENDERGAST	\$ 184,900	\$ 555
12	9 -22	1155 MAIN ST	CYRUS DEVELOPMENT SERVICES LLC	\$ 32,100	\$ 96
12	9 -23	1149 MAIN ST	CYRUS DEVELOPMENT SERVICES LLC	\$ 48,100	\$ 144
12	9 -25	1139 MAIN ST	CYRUS DEVELOPMENT SERVICES LLC	\$ 172,300	\$ 517
12	9 -39	1001 MAIN ST	BLUEBIRD ENTERTAINMENT C/O ERIC PLESS	\$ 357,800	\$ 1,073
12	9 -44	919 MAIN ST	SIMONET DEVELOPMENT LLC	\$ 406,700	\$ 1,220
12	9 -54	420 N CLAY ST	POMP S TIRE SERVICE INC	\$ 80,600	
			Total	\$ 27,375,900	\$ 56,936

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



Planning Projects (PP 19-06)
Request by Olde Main Street, Inc. for approval of their 2020 Business Improvement District Operating Plan

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by City of Green Bay Planning Department.
SJH October 2018





Report to the Green Bay Plan Commission

MEETING DATE

November 5, 2019

PREPARED BY

David Buck, Staff

AGENDA ITEM # P.6.

To approve the On Broadway, Inc. 2020 Business Improvement District Operating Plan.

BACKGROUND

Per BID guidelines and state statutes, the City is required to annually review the BID Operating Plans. The On Broadway Inc. BID was established in 2004. Their 2020 Operating Plan is attached. The On Broadway Inc. BID rate will continue to be \$1.29 per \$1,000 assessed property value.

RECOMMENDATION

Staff is recommending approval of the 2020 On Broadway, Inc. Business Improvement District Operating Plan.

FISCAL IMPACT

ATTACHMENTS

1. Draft Operating Plan OBI 2020
2. PP 19-07 Boundary Map

2020 Operating Plan

Broadway Business Improvement District

BUSINESS IMPROVEMENT DISTRICT NO. 3

PROPOSED OPERATING PLAN



I. INTRODUCTION

A. Background

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

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

B. Physical Setting

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

II. DISTRICT BOUNDARIES

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

III. PROPOSED OPERATING PLAN

A. Plan Objectives

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

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

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

Proposed Activities – Year Next

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

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

B. Proposed Expenditures – Year Next

Proposed Budget	
<u>Hardscape</u>	
Lighting	\$ 10,000
Annual Maintenance	\$ 25,000
Seasonal Decoration/Art	\$ 10,000
Total Hardscape	<u>\$ 45,000</u>
<u>Administrative</u>	
BBID Annual Audit	<u>\$ 2,000</u>
Total Administrative	<u>\$ 2,000</u>
<u>Marketing</u>	
Marketing Allowance	<u>\$ 18,000</u>
Total Marketing	<u>\$ 18,000</u>
<u>Total</u>	<u><u>\$ 65,000</u></u>

C. Financing Method

It is proposed to raise \$65,000 through BID assessments (see Appendix C). The BID Board shall have the authority and responsibility to prioritize expenditures and to revise the budget as necessary to match the funds actually available.

D. Organization of BID Board

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

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

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

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

E. Relationship to On Broadway, Inc.

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

IV. METHOD OF ASSESMENT

A. Assessment Rate and Method

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

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

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

B. Excluded and Exempt Property

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

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

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

A. City Plans

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

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

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

B. City Role in District Operation

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

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

VI. PLAN APPROVAL PROCESS

A. Public Review Process

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

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

B. Petition against Creation of the BID

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

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

VII. FUTURE YEAR OPERATING PLANS

A. Phased Development

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

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

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

B. Amendment, Severability and Expansion

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

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

OPERATING PLAN APPENDICES

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

APPENDIX A - Wisconsin State Statute "BID Law"

66.1109 Business improvement districts.

(1) In this section:

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

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

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

(3)

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

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

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

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

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

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

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

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

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

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

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

(5)

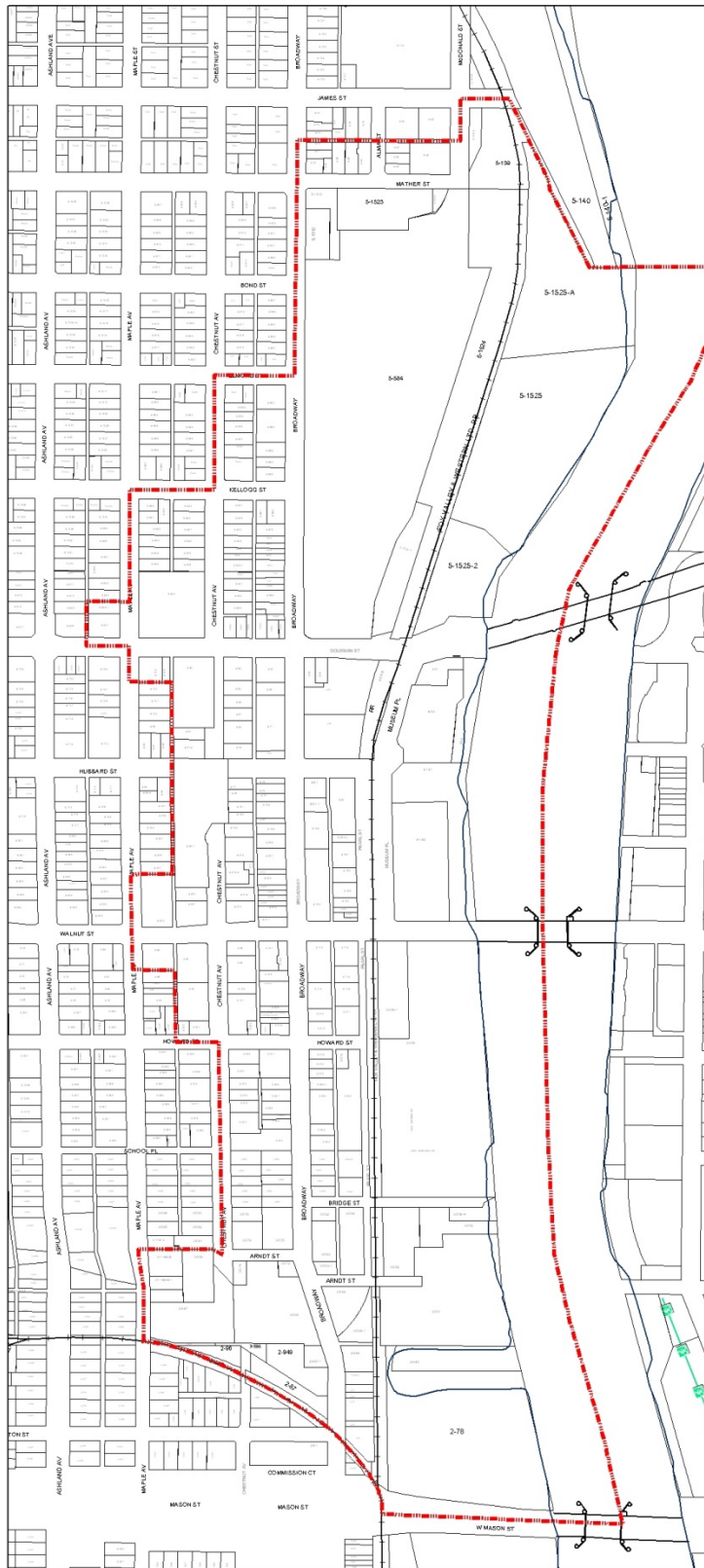
(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under [s. 70.11](#) may not be specially assessed for purposes of this section.

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

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

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

APPENDIX B – District Map



On Broadway, Incorporated

A MAIN STREET PROGRAM

 Business Improvement
District Boundary



0 100 200 400 600 800 Feet



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

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

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

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

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

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

APPENDIX D – City Attorney Opinion



Planning Project 19-07
Request by On Broadway for approval of their 2020 Business Improvement District Operating Plan

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
 Map prepared by City of Green Bay Planning Department.
 SJH October 2018



Operating Plan - 2020
Military Avenue Business Association

BUSINESS IMPROVEMENT DISTRICT NO. 4

2020
OPERATING PLAN



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I. INTRODUCTION

A. Background

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

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

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

B. Physical Setting

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

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

II. DISTRICT BOUNDARIES

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

III. PROPOSED OPERATING PLAN

A. Plan Objectives – 2020

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

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

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

B. Proposed Activities – 2020

Principle activities to be engaged in by the district during its SEVENTH year, 2020, of operation will include:

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

C. Proposed Budget – Year SEVEN - 2020

Revenues	Projected 2020	Change from 2019
Planned BID Assessment Funds	\$94,762	0
(BID Assessments \$98,710 minus 4% delinquent)		
(Estimated) Donations/Partnerships	\$2,000	+\$2,000
(Estimated) Grants /Restricted Income	\$5,000	-\$3,000
(Estimated) Event Funds/Sponsorships	\$3,000	0
(Estimated) Interest Income	\$1,000	+\$1,000
Carry Over from 2018	\$53,052	+53,052
(Estimated) Carry Over from 2019	\$20,000	+\$20,000
Total Revenue	\$178,814	
Expenses		
Staffing	\$47,328	0

Operating Expenses rent, insurance, audit, accounting, supplies, etc.	\$14,800	+\$750
Technology	\$1,500	0
Programs		
Design/Physical improvements Street pole banners throughout district, Planter boxes winter and summer throughout district, weed control at medians, monument sign Wi-Fi and operations at Lombardi and Military intersection, plus funds for a new Public Amenities project.	\$16,485	+\$28,651
Economic/Business Development Business recruitment and support, plus funds for a new Planning/Visioning update.	\$31,000	+\$30,000
Events Summer and Winter Market on Military, Small Business Saturday, Joint Advertising, EBT costs, new events with identity focus based on visioning.	\$10,200	-\$50
Organization/ Marketing Social media, marketing, advertising, website hosting.	\$3,100	+\$1,000
Total Expenses	\$153,814.00	
BALANCE	\$25,000	

D. Financing Method

\$98,710 is proposed to be raised through BID assessments ([see Appendix C](#)) and assume an assessment delinquency amount of ~\$3,948.00 based on 4% delinquencies. We have therefore budgeted for \$94,762. We are also setting a goal to obtain grants, sponsorships, and donations to provide funding in the amount of \$10,000. The BID Board shall have the authority and responsibility to prioritize expenditures and to revise the budget as necessary to match the funds actually available.

E. Organization of BID Board

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

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

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

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

F. Relationship to the Military Avenue Business Association.

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

IV. METHOD OF ASSESMENT

A. Assessment Rate and Method

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

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

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

classification from that designated in Appendix C. It must be proven annually by the owner of the property in question to the BID board.

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

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

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

B. Excluded and Exempt Property

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

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

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

A. City Plans

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

Implementation of this plan will result not only in attracting new businesses to Military Avenue, but also in creating an environment that supports the continued success of existing, beneficial businesses. Limited amounts of redevelopment may result in tear down and reconstruction. But in most cases, redevelopment will occur in smaller steps like landscaping parking areas, upgrading building façades, or adding decorative lighting. Military Avenue will become a more complete corridor that caters to local residents and employees who use

multiple modes of transportation. This transition is a necessary response to the changing market and context, and will create a more economically sustainable future for Military Avenue. *(Military Avenue Market Analysis and Corridor Design Plan, Executive Summary, Pages 7-8. Adopted by the City of Green Bay: 3/1/2011)*

B. City Role in District Operation

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

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

VI. FUTURE YEAR OPERATING PLANS

A. Phased Development

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

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

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

B. Amendment, Severability and Expansion

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

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

APPENDICES

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

APPENDICE A

Wisconsin State Statute "BID Law"

66.1109 Business improvement districts.

(1) In this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3)

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

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

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

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

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

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

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

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

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

(d) Within 30 days after the date of hearing under [par. \(c\)](#), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the

owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

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

(5)

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

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

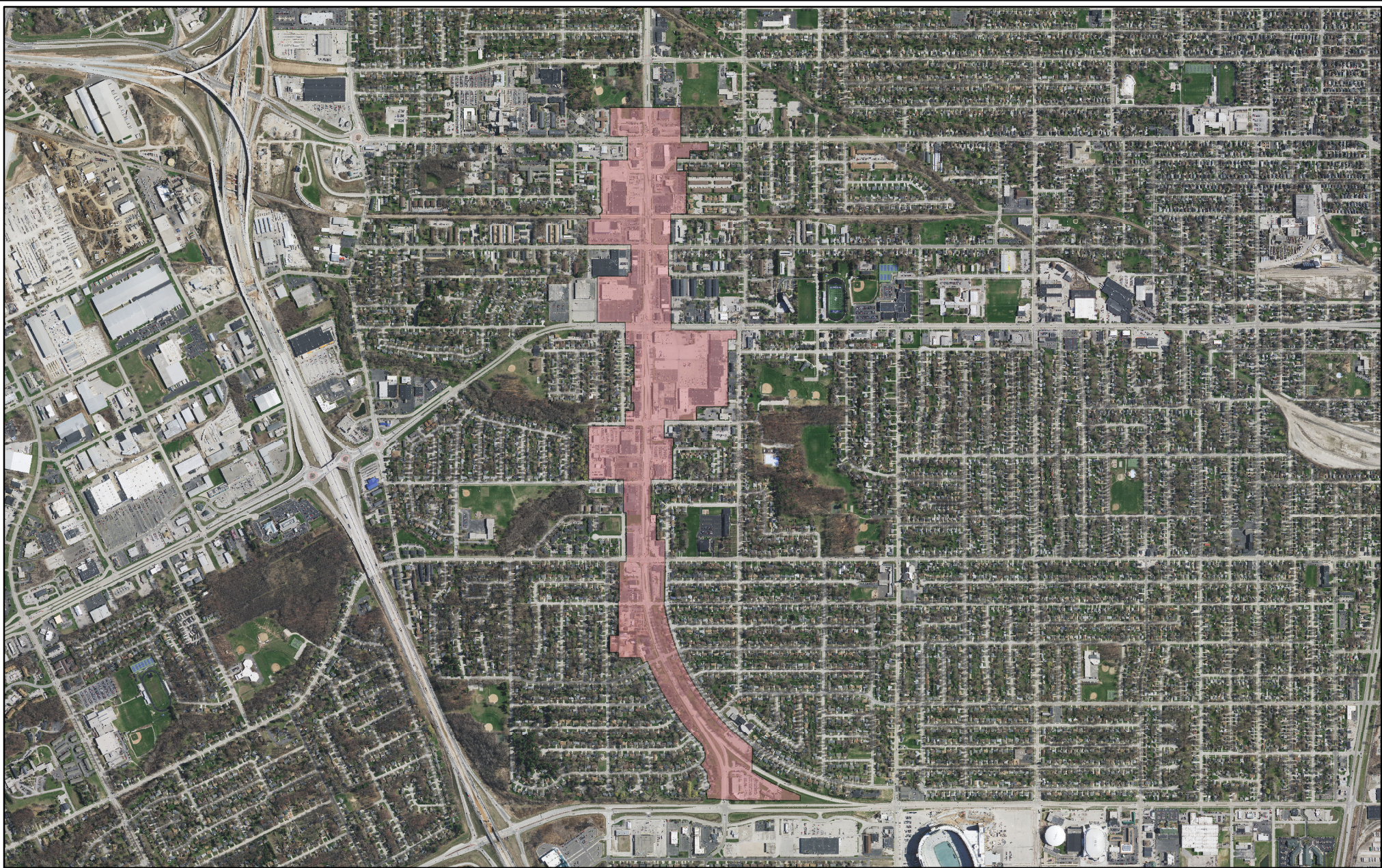
(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

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

[illegible]

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

 BID Boundary



Planning Project 19-08
Request by Military Avenue Business District for approval of their 2020 Business Improvement District Operating Plan

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Map prepared by City of Green Bay Planning Department.
SJH October 2018*





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # Q.I.

To approve the request by the Baird Creek Preservation Foundation to install a bike skills course at Triangle Hill in the Baird Creek Greenway.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Baird Skills Course 191007

wooden features
to create some speed and interest in some of the flat straight sections



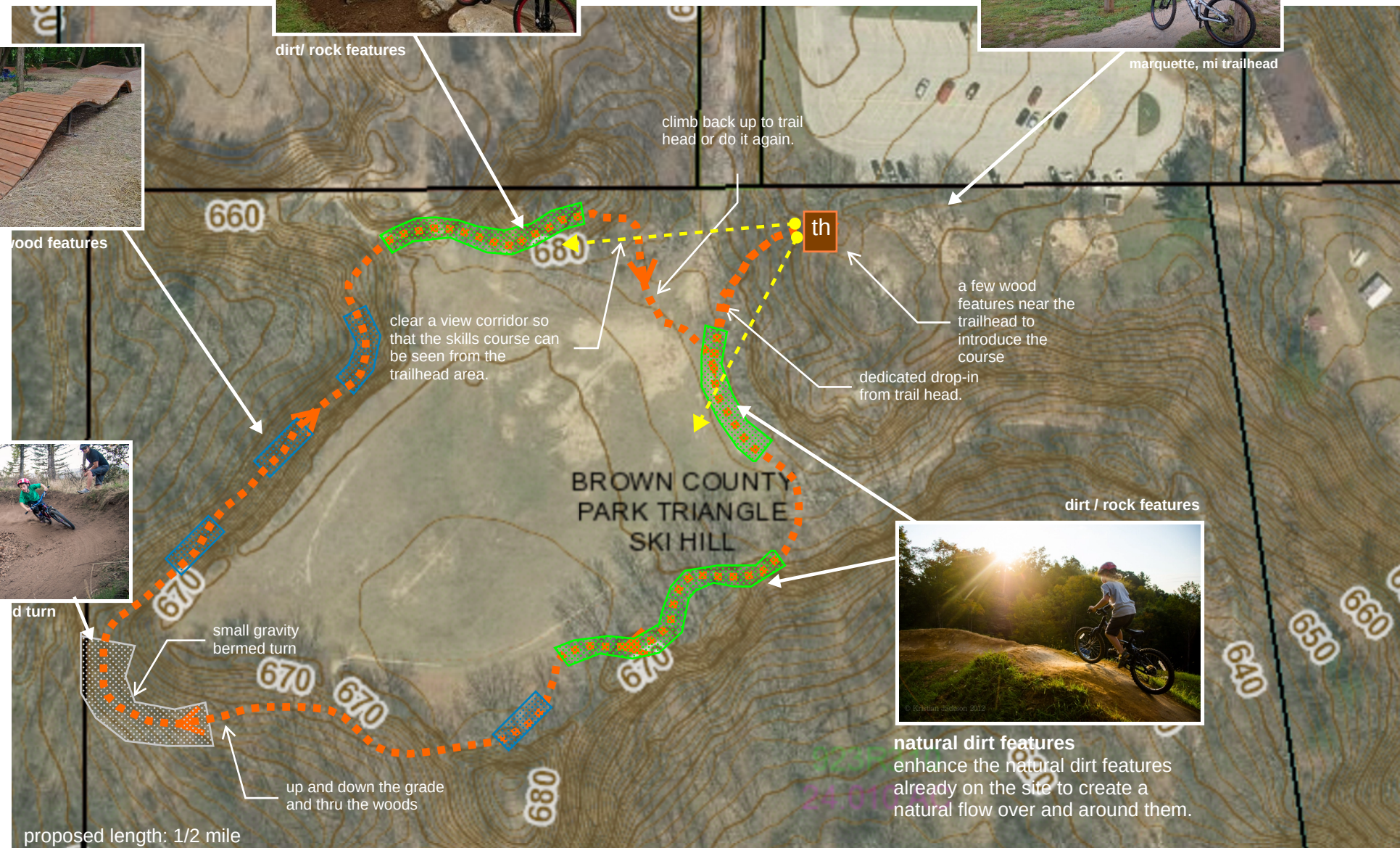
bermed turn
constructed out of wood or dirt, allows the rider to keep speed while changing directions



natural dirt features
enhance the natural dirt features already on the site to create a natural flow over and around them.



trail head pavilion
covered shelter with changing rooms. create official "start" to the trail system



The proposed plan would use a mixture of natural features and purpose built wood/metal obstacles. The intent of the course would be to introduce kids and beginners to the sport while still providing experienced riders with an opportunity to improve their abilities.



baird creek skills course proposal
designed for kids and beginners



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # Q.2.

To approve the rental rates for the new banquet hall in the upper level of the 4K addition of the nature center.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Room Rental fees

October 23, 2019

Park Committee

WLS –Grand Room Rental

- Weekend evening gatherings within the Grand Room would start after 4 to alleviate parking issues. All other rentals within Wildlife Sanctuary would end by 3:00 on weekends.
- The Grand Room would not be available during special events, such as Walk for Wildlife.
- All reservations would be a one day rental.
- Setup time and Caterers would be able to access the room the day of the event. Events would not start prior to 4:00 PM

Rentable Areas:

Room	Capacity	Days	Time	Cost
Side Room	50	Monday- Thursday, Sunday	8:30 AM-9:00 PM	\$300.00 daily
Grand Room/Side Room	250	Friday	8:30 AM-11:00 PM	\$1300.00 daily
		Saturday	8:30 AM-11:00 PM	\$1600.00 daily
		Sunday	8:30 AM-9:00 PM	\$1200.00 daily
Grand Room	200	Monday-Thursday	8:30 AM-9:00 PM	\$900.00 daily
Room Deposit				½ Daily rate



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # Q.3.

To receive and place on file the request by Ald. Steuer to review the Parks Department Facility Use Policy.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. UserGroupPolicy-Policy&Proc(updated 1-01-04-18)

Facilities Use Policy

Green Bay Parks, Recreation & Forestry Department

Purpose & Philosophy

Purpose

To establish policies and procedures for a standardized approach for use and reservations of Green Bay Parks, Recreation and Forestry facilities in a fair and non-discriminatory manner.

Philosophy

The intent of these core values is to ensure that Associations are mindful of the public desire for positive and healthy athletic experiences for children of families in our community.

Youth Sports Core Values and Community Strategy

- 1.) The City of Green Bay believes it is necessary and desirable to establish guidelines, requirements and standards for youth sports programs utilizing public facilities.
- 2.) We believe that youth sports programs are enormously beneficial to develop emotionally, socially and physically healthy children. Skills and values learned from youth sports will benefit them throughout life.
- 3.) We believe that Green Bay's youth athletic sports programs strengthen the community by providing opportunities to develop positive character traits and life values where children can learn a multitude of important lessons and valuable fundamentals, such as ethics, abiding by the rules, promoting healthy competition without conflict, always trying to do your best, respecting authority figures, learning about team work, developing fundamental motor skills and sports specific knowledge.
- 4.) We recognize the need to ensure that Green Bay's youth sports programs are open to all residents of all abilities and one should not be denied an opportunity to participate based on ability.
- 5.) We believe that youth sports program organizers and administrators must be educated on how to provide a safe, positive, and fun youth sports environment before being granted access to public facilities.
- 6.) We believe volunteer coaches and parents must receive orientation and education as to the individual roles and responsibilities in our community's effort to raise the standards of youth sports programs and that volunteer coaches and parents be held accountable for their behaviors.
- 7.) We recognize the need to ensure that Green Bay's youth sports programs form and advertise a formal grievance process by which residents are assured of an appropriate venue and process to hear their grievances in a manner that is open, fair, and just.

Priority Usage

Priorities of Field Use

Youth –

- 1.) All Green Bay Parks, Recreation and Forestry Department municipal programs.
- 2.) Green Bay Parks and Recreation sanctioned non-profit 501(c)(1-27) youth groups, Green Bay parochial/private schools. Priority use is based on past usage.
- 3.) All Green Bay Parks, Recreation and Forestry Department endorsed leagues and programs and events open to the public as approved by the Parks, Recreation and Forestry Director or his or her designee.
- 4.) Green Bay Public Schools
- 5.) Public Rental
Resident
- 6.) Community non-profit 501(c)(1-27) groups/organizations
Resident
- 7.) Public Rentals
Non-resident
- 8.) Community non-profit 501(c)(1-27) groups/organizations
Non-resident
- 9.) For profit groups (must have Park Committee approval)
Resident
Non-resident

Adult –

- 1.) Green Bay Parks and Recreation Department municipal programs
- 2.) Public Rental
Resident
- 3.) Community non-profit 501(c)(1-27) groups/organizations
Resident
- 4.) Public Rental
Non-resident
- 5.) Community non-profit 501(c)(1-27) groups/organization
Non-resident
- 6.) For profit groups (must have Park Committee approval)
Resident
Non-resident

How to Reserve Fields

- 1.) All sanctioned youth groups will receive priority facility usage at no cost. All other groups will receive facilities on a first-come, first-served basis dependent upon availability and are subject to fees and charges.
- 2.) Each organization will have one authorized agent who will be responsible for submitting a facility/field request form by the following dates:
 - a. Spring/Summer activities by **February 1** of the season.
 - b. Fall activities by **June 1** of that season.
- 3.) Any teams participating in the City of Green Bay Parks and Recreation Department adult leagues will be allowed 2 two-hour practice reservations within a 2 week period at a payment per Fees and Charges Schedule.
- 4.) All primary season activities shall have priority over off season activities.
- 5.) Each organization must provide notice within a 72 hour period for make-up games.
- 6.) Facility use should not extend outside of the hours of the approved reservation/allocation request.
- 7.) The City reserves the right to restrict any reservation to length, time and frequency of usage.
- 8.) The City Parks and Recreation Department has full authorization in reserving facilities. All ownership and rights to use City property shall remain with the City of Green Bay who further retains all rights to make any changes or decisions deemed to be in the best interest of the City of Green Bay and its facilities.
- 9.) Each organization shall never allow another organization or group to use the facility under their permit.
- 10.) Each organization assumes full responsibility and liability for activity and participants.
- 11.) Any violations of the above mentioned policies, violation of city codes, damage/vandalism of City property, deceitfulness, trickery or fraud may result in denial or loss of permits and facility use.

Criteria to Recognize and Define

Sanctioned Green Bay Parks and Recreation Department Youth Athletic Associations

The City of Green Bay's view is that the public is best served when there is only one independently incorporated youth athletic association per sport. Existing associations have priority over newly formed groups. Usage shall be allocated in the best interest of the City.

To qualify and be identified as a Green Bay Parks and Recreation Department youth athletic association, the Association must meet specific requirements:

The Associations must:

- 1.) Have teams consisting of at least 51 percent of Green Bay residents. Green Bay youth residents are defined as individuals who are high school age and younger who live within the corporate city limits of Green Bay.
- 2.) Be a bona fide 501(c)(1-27) non-profit organization as defined by state statute. Groups organized for personal profit will not be recognized.
- 3.) Be open to all Green Bay city residents and may not discriminate based on race, ethnic background, religion, or ability. All groups need to comply with requirements of the Americans with Disabilities Act (ADA).
- 4.) Ensure that the Association has an open, fair and just process to handle public grievances.
- 5.) Require teams to play during the designated "primary season".
- 6.) Be governed by one board of directors.
- 7.) Encourage its own coaches to complete a training/certification program.
- 8.) Complete background checks utilizing an accredited/certified sports service agency on all individuals 18 and over who serve as coaches, referees, board of directors, and volunteers.
- 9.) Provide equitable playing time for each level of competition within the appropriate age group.
- 10.) Enforce all policies and guidelines set forth by the City of Green Bay Parks and Recreation Department.

Each League must:

- 1.) Establish a NO CUT policy, however, registration is NOT guaranteed if registration deadlines have past or maximum participation numbers have been met. Leagues will make provisions so that all youth may be able to participate regardless of their skill levels and ability to pay.
- 2.) Adopt rules prohibiting use of alcohol, illegal substances or tobacco by coaches, league administrators, game officials, spectators and volunteers associated with all youth sporting events.

- 3.) Adopt a policy that makes provisions for excused absences through parental requests for church, school and other family outings.
- 4.) Develop a code of conduct defining unacceptable behavior, sportsmanship and removal procedures.
- 5.) Abide by the City of Green Bay Parks and Recreation Department youth sports core values philosophy for all players, coaches, spectators and volunteers.

Policy & Procedures

All Associations must meet all the following requirements set forth by the City of Green Bay Athletic/Recreation Facilities Use Policy and Guidelines.

All Associations must:

- 1.) Be responsible for establishing standards and procedures to handle accidents, injuries and emergencies. They will also be responsible for providing first aid supplies.
- 2.) Have an inclement weather policy and be responsible for cancellations. All users must cease play immediately upon sounding of the Emergency System Warning Siren.
- 3.) Provide and inspect all game supplies, equipment, and team uniforms in accordance with the Association rules and regulations.
- 4.) Inspect fields and applicable facilities to ensure the area is free of debris, safe for play and to provide necessary supervision during the use of the field.
- 5.) Provide procedures on how to remove coaches that knowingly require or allow players with injuries to participate in activities.
- 6.) Upon request, provide a report of all revenues and expenses to the Green Bay Parks and Recreation Department from any association pertaining to any use of Green Bay athletic facilities for leagues, tournaments, or concessions.
- 7.) Enforce all city ordinances pertaining to vehicles such as cars, scooters, trailers, bikes, skateboards, etc. No person shall operate, stop or park any vehicle except on park roads, parking areas or other areas so designated for such use. No person shall operate any vehicle, in a reckless or negligent manner, or in such a manner as to become a nuisance to other park users.
- 8.) Not engage in any business on city property or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. The City of Green Bay reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its discretion to be objectionable or contrary to City interests. The City shall have the right to exercise its authority over the Association and its members, officials, and agents.
- 9.) Comply with established policies. Failure to comply shall jeopardize their use of sports facilities. Until the association that violates the policy is in compliance, the City of Green Bay Parks and Recreation Department shall restrict its use of assigned facilities. Reservations are revocable at any time for any violation of rule, ordinance, or state law.

Private Groups/Organizations/Leagues

The City of Green Bay Parks and Recreation Department will not enter into a lease or reserve any facilities for private leagues/groups which conflicts with or duplicates any services or programs provided by the Green Bay Parks and Recreation Department.

Private groups and organizations wishing to use city facilities for their own programs which don't conflict or duplicate any services provided by the Green Bay Parks and Recreation Department should enter into a lease agreement with the City of Green Bay Parks and Recreation Department and be approved by the Park Committee and Common Council.

Facilities-Donations, Improvements And Partnerships Projects

DONATIONS & IMPROVEMENTS

- 1.) Associations shall not be allowed to alter, add, delete or improve facilities without prior written consent by the Green Bay Parks and Recreation Department Director. Such alterations, additions, donations or improvements must meet existing applicable City codes.
- 2.) Any property/equipment/donations added to a park become City property. The City reserves the right to remove any equipment/property as needed.
- 3.) It is possible to enter into construction partnership projects with the Green Bay Parks and Recreation Department. As resources are available, assistance with material and/or labor may be possible, but the requesting parties are responsible for securing all city and county permits and must complete all construction work within the time frame specified by the Green Bay Parks and Recreation Department. Any construction must comply and conform to building code ordinances and be approved by the Green Bay Parks and Recreation Director.
- 4.) Donations/improvements or partnership projects added to any park/facility DO NOT give the organization, contributor, or user groups priority or exclusive usage rights to any park/facility.

BUILDING & SHELTERS

- 1.) Concession/Restroom Buildings

Generally these buildings will be discussed with staff prior to any design work, donations or other commitments being made. Design proposals will then be taken to the Park Committee/Council.

- 2.) Storage Buildings

Generally these buildings will be discussed with staff prior to any design work, donations or other commitments being made but Committee/Council review is not required. The following guidelines will be required:

- (a) Minimum size 8' x 8' square/rectangular shape (Note: structures under 100 square feet do not need a building permit).
- (b) 8' sidewall height
- (c) Gable roof with continuous ridge vent and 25 year shingles (or better).
- (d) All walls to be "smart panel"® construction minimum 5/8" thick or approved equal.
- (e) No windows unless approved by Park Superintendent.

- (f) Doors to be solid wood, metal or composite material.
- (g) Locks to be Schlage® deadbolt.
- (h) Buildings to be painted. Paint, trim and shingle colors must all be approved by Park Superintendent. Block or siding may be considered.
- (i) Floors to be either concrete (preferred) or all treated lumber at least 6" above surrounding grade.
- (j) Building location and door location must be approved by Park Superintendent.
- (k) Door(s) to have paved stoop or apron approved by Park Superintendent.

SCOREBOARDS

- 1.) All scoreboards added to the Green Bay Parks and Recreation facilities need to be approved by the Green Bay Parks and Recreation Director prior to installation.
- 2.) Need to be installed in compliance with the City of Green Bay building codes and requirements. All designs and construction plans need to be approved prior to installation.
- 3.) The entire costs of scoreboards and installation will be the responsibility of the organization.
- 4.) Donations or improvements of a scoreboard do not give the organization priority or exclusive usage rights.
- 5.) All scoreboards added to Green Bay city parks become city property.
- 6.) Operations of scoreboards will be limited to properly trained personnel. Loss or damage to the scoreboard due to negligence by the user will require replacement at full cost by the Association/renter.

MAINTENANCE

GENERAL

- 1.) Association/renter must notify the Green Bay Parks and Recreation Department of any damage, vandalism, needed repairs/safety issues at their respective park as soon as possible and no later than the next working day.
- 2.) The Association/renter is liable for damage to the facility and will be responsible for paying for damage caused during use of facility.
- 3.) Continued abuse could result in cancellation of existing permits and/or denial of permits on future occasions.

EQUIPMENT

- 1.) Field users are not permitted to use field grooming machines, personal vehicles, or other motorized equipment on city fields without prior permission from the Director of the Parks, Recreation and Forestry Department or his/her designee. Field users are permitted to use simple hand tools to rake and tamp infield surfaces in order to improve playing conditions. These tools must be provided by the field users and removed from the field after each use.
- 2.) Any additional field maintenance needed by the Association/renter, such as additional base anchors, pitching rubbers, goals, flags, etc., must first be requested and approved by the Green Bay Parks and Recreation Department.
- 3.) Goals, pitching screens and other athletic field items must be inspected and kept in a safe condition. Any damaged equipment must be immediately removed from the park or locked up to prevent access.
- 4.) All field users must remove any equipment and supplies used in athletic activities from the fields after each use; goal nets must be removed after each season. Storage of these items is the responsibility of each field user. Requests to use existing storage space at the park must be coordinated through the Green Bay Parks and Recreation Department.
- 5.) Keys may be provided to some user groups as needed. Keys are not to be duplicated or given to unauthorized users. User groups will be billed directly for lost keys.

ASSOCIATION/RENTER RESPONSIBILITIES

Association/renter must:

- 1.) Allow athletic fields to be used only when field conditions are deemed safe and when use will not create unacceptable damage to fields.
- 2.) Allow the Green Bay Parks and Recreation Department the right to close the fields or revise the permit to perform required maintenance if field conditions change during permit usage.

- 3.) Perform daily field preparations such as chalking and lining. Materials must be a commercial grade field lining material such as Sparkle #6® or equivalent. No lime or other caustic materials.
- 4.) Use materials approved for water absorption which are Turface Pro's Choice®, Diamond Pro® or other approved by the Green Bay Parks and Recreation Department (no sand). Use of cat litter to soak up standing water, digging ditches or holes and raking wet clay into grass areas is prohibited.
- 5.) Be responsible for picking up litter on the fields, play areas, dugouts, fencing, concessions, and adjacent grounds.
- 6.) Dispose of all waste and garbage in appropriate trash barrels.
- 7.) Assume responsibility and maintain batting cages and scoreboards in a safe and quality condition.
- 8.) Pay any field maintenance overtime expenses beyond routine services incurred by the Green Bay Parks and Recreation Department that is required due to any play, tournament, special event or holiday.
- 9.) No soft toss hitting into chain link fences. The renter will be responsible for damages.
- 10.) All groups will be responsible for providing portable toilets as needs exceed what is provided by the City.

PARK DEPARTMENT WILL BE RESPONSIBLE FOR MAINTAINING:

- 1.) All pre-season clay and turf maintenance to include adding clay, clay renovation and cutting infield arcs and base paths.
- 2.) Low areas by providing sand, soil, etc. to be used in leveling or backfilling.
- 3.) All turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.
- 4.) Field irrigation systems and managing watering schedules of turf areas.
- 5.) Structural integrity of restrooms and applicable storage buildings, including repair or replacements of damaged roofs, doors, and windows.
- 6.) Restroom facilities.
- 7.) Parking areas including repairs and replacement.
- 8.) Fences and gates in a safe and secure condition.
- 9.) Facility and field lighting systems.
- 10.) Dugouts and bleachers in a safe and secure condition.
- 11.) Infields by dragging on permitted game days only weather permitting.

- 12.) Marking outfield foul lines for baseball and softball diamonds as well as field lines for football, rugby, soccer fields, etc.
- 13.) Disposing of trash that has been deposited in trash receptacles as warranted.

Advertising/Temporary Signs/Banners

Advertising Policy

Advertising may only be implemented by Green Bay Parks and Recreation Department sanctioned youth groups.

All advertising revenues generated shall:

Go directly back to the organization(s) to be strictly used to support the organization(s) program needs or to update City of Green Bay owned facilities used by the organization(s).

Each team will be allowed:

- 1.) Two banners or temporarily removable signs no larger than 4 x 6 per game/event to be displayed.
- 2.) If a league chooses to advertise per league versus by teams, they will be allowed (2) two signs/banners times the number of teams in their league to be displayed per game.
- 3.) Signs/banners can be displayed 1 ½ hours prior to the start of their event and removed immediately upon completion of their event.
- 4.) Tournament banners/signs can be displayed during the day of their scheduled tournaments.
- 5.) No duplication of business advertisement signs/banners should be placed on any one field at the same time.
- 6.) Additional banners/signs may be allowed with Green Bay Parks & Recreation Department approval.

Signs/banners must be:

- 1.) Lightweight.
- 2.) Capable of being affixed to a fence by either rope or similar fastener.
- 3.) Constructed of materials that is weather and wind resistant.
- 4.) Be easily removed.
- 5.) Shall permanently display the name of the team or tournament being sponsored.

Signs/banners shall not:

- 1.) Bear the name or likeness of any alcohol beverage or tobacco product.
- 2.) Contain offensive images or other matter otherwise inappropriate for youth recreational activities.
- 3.) The Green Bay Parks and Recreation Department shall have the final decision of whether the sign/or banner conforms.

- 4.) During high school activities, no WIAA restricted signage will be displayed. The organization administering the contract for the WIAA contest shall be responsible to cover or remove the sign(s) prior to the event.
- 5.) Signs/banners may be hung at parks containing a ball diamond or playing field that is enclosed by cyclone or similar fencing. Only teams which utilize such field or diamond may have sponsor banner/signs. Signs/banners may only be placed where they will not impede, obstruct or negatively affect the play or viewing of the game.
- 6.) The City of Green Bay Parks and Recreation Department reserves the right to remove any sign/banner if it becomes unsightly due to failure to maintain or poses a threat to persons or property.

User groups shall be responsible for:

- 1.) Selling all signs/banners and enter into a contract with each advertiser. Be legally responsible for all contract violations.
- 2.) Purchase all signs/banners and coordinate construction of signs.
- 3.) Install all signs/banners in compliance with city approved procedures.
- 4.) Respond to all sign/banner issues in a timely manner.
- 5.) Maintain all signs/banners in good condition and ensure they do not present any safety hazards to the field users.
- 6.) Remove immediately if determined by the City to be a safety hazard.
- 7.) Graffiti removal.
- 8.) Store all signs.
- 9.) Maintain an independent record of all advertising sign program transactions and contracts.
- 10.) Provide records and account information on advertising sign program revenues and expenditures upon request by the City of Green Bay.
- 11.) Reimburse the City of Green Bay for any repairs to City owned property. Failure to reimburse the City for these repairs will result in loss of advertising privileges.

Sales Programs

The City is recommending that the sales program per sign will be \$500.00 for the first two years and all additional years will be at a cost of \$250.00 each. Should there be a lapse in any succeeding year; a new two-year contract of \$500.00 should be entered into.

Scoreboard Advertising

All scoreboard advertising must have the Green Bay Parks and Recreation Director's approval prior to installation.

The Green Bay Parks and Recreation Department will work with the organizations to determine a standardized advertising criterion which would include but not limited to:

- 1.) Contract terms-generally limited to 2-3 years.
- 2.) Sign content.
- 3.) Approximate dimensions.
- 4.) Materials to be used.
- 5.) Designs.
- 6.) The number of advertising areas allowed.

Concessions

The sale of any items on City of Green Bay property without authorization is prohibited by City Ordinance.

All organizations must abide by any and all health code requirements for food services. Those requirements must be obtained through the Brown County Health Department.

Green Bay Parks and Recreation Department youth sanctioned organizations will be allowed to sell concessions subject to the following:

- 1.) All revenues generated from such use shall directly go back to the organization(s) to be strictly used to support the organization(s) program needs to update City of Green Bay owned facilities used by the organization(s).
- 2.) Concessions cannot be contracted through a private concessionaire.
- 3.) Leagues shall have the first right of refusal on operating the concession stands.
- 4.) No sales of alcohol will be allowed at youth games, events or tournaments.

Concession Requirements

Food Service at City-Owned Facilities

This policy describes the insurance requirements placed upon a person or organization desiring to serve food during events taking place at city-owned facilities. Unless an outside food vendor is authorized under Green Bay Municipal Code § 25.04(5), only the person or organization which has priority use of the city-owned facility may serve food while using such facility. If an outside food vendor provides goods or services to the person or organization, it may not retain any proceeds from any transaction taking place on city-owned facilities.

If the person or organization will serve only non-perishable, pre-packaged food items at room-temperature not subject to any heating or cooling process, the organization may do so without obtaining any insurance specific to food service. If the person or organization will serve food items that are A) perishable, B) heated or cooled before serving, C) removed from a package by a person who serves the food, or D) a possible human health risk if not properly served, the person or organization shall obtain insurance prior to the date of serving which covers any injuries or damages arising out of the act of serving such food. The person or organization shall provide the City of Green Bay with proof of insurance prior to the date of serving, unless otherwise allowed in this policy. Within that insurance coverage, the person or organization shall:

*Obtain and maintain general liability insurance in the following amounts:

- \$1,000,000 general aggregate, \$1,000,000 products – completed operations aggregate, \$1,000,000 personal injury and advertising injury, \$1,000,000 each occurrence limit.

*Obtain and maintain automobile liability (where applicable) for any auto used during the event in the following amounts:

- \$250,000 each person/\$500,000 each accident for Bodily Injury and \$100,000 for Property Damage or \$500,000 combined single limit for Bodily Injury and Property Damage each accident.

*Name the City of Green Bay as an additional insured.

Once a person or organization has filed a certificate of insurance with the City of Green Bay Risk Management Division for one event, the person or organization does not need to provide proof of insurance to the City of Green Bay before serving food at any subsequent events. Said person or organization shall continue to maintain insurance in accordance with this policy when serving food at any subsequent events on city-owned property.

Organizations are responsible for any of their items stolen or damaged.

Trailer concession use and placement must be authorized by Parks and Recreation staff and approved prior to arrival on site. All trailers must meet all health and safety codes. LP gas may not be stored outside concession trailers when not in use. At NO time may natural gas containers be stored in any City facility. Vehicles are not permitted to be parked at press boxes or concession trailers.

Due to safety concerns, concession deliveries should occur during times when activity is not taking place. Access to playing fields must remain free of congestion to allow access for emergency service vehicles.

Concessionaires shall store all concession items inside storage areas. Storage of concession items outside is not permitted. Concessionaires are responsible for recycling all recyclable materials. Boxes shall not be left in trash cans or piled outside.

Litter from concession items is a major concern and concessionaires should encourage users to dispose of trash in proper containers.

It is the responsibility of the user group to maintain a clean and safe concession. This includes trailer concessions.

Insurance

Insurance Requirements for Use of Outdoor City-Owned Athletic or Recreational Facilities

This policy describes the insurance requirements for any person or organization desiring to rent athletic or recreational facilities owned by the City of Green Bay.

If a person or organization rents an athletic or recreational facility from the City of Green Bay, the City recommends that the person or organization obtain insurance before the date of rental which covers any injuries or damages up to \$1 million arising out of the use of said facility. The person or organization shall maintain said insurance for as long as the event takes place. The City of Green Bay does not require proof of said insurance.

Pursuant to Wis. Stat. § 895.52(2)(b), the City of Green Bay is immune from liability for the death of, any injury to, or any death or injury caused by, a person engaging in a recreational activity on City-owned property.

Insurance Requirements for Use of Indoor Recreational Facilities Rented/Owned by City

If a person or organization uses any indoor facility rented/owned by the City of Green Bay for an organized event, the person or organization shall obtain insurance before the date of said event which covers any injuries or damages arising out of the use of said facility in the following amounts: \$1,000,000 general aggregate, \$1,000,000 products – completed operations aggregate, \$1,000,000 personal injury and advertising injury, \$1,000,000 each occurrence limit. The City of Green Bay shall also be named as an additional insured on said policy.

The person or organization shall maintain said insurance for as long as the event takes place. The person or organization shall provide proof of said insurance to the City of Green Bay before the date of use.

Tournaments

- 1.) All tournaments must be hosted by a Green Bay Parks and Recreation sanctioned youth association or a bonafide 501(c)(1-27) City of Green Bay non-profit group/organization approved by the Green Bay Parks and Recreation Department.
- 2.) Each Green Bay Parks and Recreation sanctioned youth association will be allowed one Invitational Tournament and one Intra League Tournament per season. All other groups will be allowed one Invitational Tournament per season.
- 3.) All tournaments cannot interfere with league play.

Proceeds and Fees

Green Bay Youth Sanctioned Organizations

- 1.) Fees - no tournament field rental fees will be charged to Green Bay Parks and Recreation Department sanctioned youth organizational tournaments.
- 2.) Proceeds - All proceeds go directly back to the organization(s) to be strictly used to support the organization(s) program needs or to update City of Green Bay owned facilities used by the organization(s).

City of Green Bay Resident Non-Profit Groups

- 1.) Fees - all non-profit resident groups will be charged rental fees as established by the Green Bay Parks and Recreation Department Fees and Charges Policy.
- 2.) Proceeds - go directly back to the hosting organization.

All Other Non-Resident Non-Profit Groups and For-Profit Groups:

- 1.) Must submit a written request and need to come before the Park Committee for approval, determination of fees and charges, and distribution of proceeds.

Insurance and Concession Requirement

Insurance and concession requirements must comply with the requirements stated within this policy.

Field Reservation Requests

- 1.) All field reservation tournament requests must be submitted no later than 60 days in advance of the tournament date.
- 2.) Green Bay sponsored youth organization must submit spring/summer activities by **February 1** of that season, fall/winter activities by **June 1** of that season.
- 3.) No alcohol sales will be allowed at youth tournaments.

- 4.) All groups hosting tournaments will be responsible for securing portable toilets, additional tables, benches, and trash containers from the Parks and Recreation Department at their costs according to the established fees and charges.
- 5.) All groups are responsible for proper cleanups of the park areas and recycling all recyclable materials. Groups failing to do so will be billed by the Green Bay Parks and Recreation Department for services and may lose future tournament privileges.
- 6.) All tournaments must complete a Special Events Application Form and meet all the permit requirements to qualify for tournament approval and permits.
- 7.) The permittee (and in the case of individuals, partnerships and associations, the named contact person and the person signing the special events application agreement) shall indemnify and save or hold harmless the City of Green Bay, its employees and representatives against any and all injuries and damages to persons and property and shall defend, indemnify and save or hold harmless the City of Green Bay and its employees and representatives from any and all claims, demands, suits, actions, costs, expenses and proceedings of any kind and nature including any claims for injuries and/or damages caused in whole or in part by the negligence of the City of Green Bay, its employees and representatives which in any way result from or arise out of such activity.
- 8.) Failure to comply with established policies shall result in the loss of permit and facility use.

Camps/Clinics

Camps/clinics must be hosted by a non-profit 501(c)(1-27) organization, approved by the Green Bay Parks and Recreation Department.

Proceeds and Fees

Green Bay Youth Sanctioned Organizations

- 1.) Green Bay Parks and Recreation sanctioned youth associations hosting camps/clinics solely for its group members, will be allowed at no cost. No user fees or field rental fee will apply, provided no coaches, officers of the association or team members receive a payment for service.
- 2.) Proceeds - All proceeds go directly back to the organizations to be strictly used to support the organization(s) program needs or to update City of Green Bay owned facilities used by the organization(s).

City of Green Bay Resident Non-Profit Groups

- 1.) Fees - City of Green Bay resident non-profit groups hosting a camp or clinic will be charged rental fees as established by the Green Bay Parks and Recreation Department Fees and Charges Policy.
- 2.) Proceeds go directly back to the hosting organizations.

All Other Non-Resident Non-Profit Groups and For Profit Groups:

Hosting a camp or clinic must submit a written request and need to come before the Park Committee for approval, determination of fees and charges, and distribution of proceeds.

Records of revenues and expenditures must be provided to the Green Bay Parks and Recreation Department upon request.

Insurance and Concession Requirement

Insurance and concession requirements must comply with the requirements stated within this policy.

Written requests must be submitted for approval by the Green Bay Parks and Recreation Department 60 days prior to requested dates.

A permit will be issued when the following requirements have been met within a minimum of 14 days prior to the event date.

- 1.) Proof of insurance.
- 2.) Proof of product liability insurance and concession requirements met.
- 3.) Payment of all field rental and user fees per invoice.

If the above conditions are not met per the/our agreement, the event will be subject to cancellation.

The user must follow all policies and procedures established by the Green Bay Parks and Recreation Department.

The permittee (and in case of individuals, partnerships and associations, the named contact person and the person signing the special events application agreement) shall indemnify and save or hold harmless the City of Green Bay, its employees and representatives against any and all injuries and damages to persons and property and shall defend, indemnify and save or hold harmless the City of Green Bay and its employees and representatives from any and all claims, demands, suits, actions, costs, expenses and proceedings of any kind and nature including any claims for injuries and/or damages caused in whole or in part by the negligence of the City of Green Bay, its employees and representatives which in any way result from or arise out of such activity.

Failure to comply with established policies shall result in the loss of permit and facility use.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # Q.4.

INFORMATIONAL- To receive and place on file the proposed 2020 Parks, Recreation & Forestry Department's budget.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

November 5, 2019

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # R.I.

To approve the RDA's decision to adopt Resolution 19-03 Regarding Percent for Art.

BACKGROUND

A communication was received from Alderman Wery on September 17, 2019 regarding the Redevelopment Authority's recently adopted Resolution 19-03 Regarding Percent for Art.

The communication from Alderman Wery reads as follows:

"Discussion/action on whether the City should require development agreements to include funds for public art and if so, what level, amount, percent it should be."

During the August 13, 2019 meeting of the Redevelopment Authority of the City of Green Bay (RDA), they adopted Resolution 19-03 Regarding Percent for Art, with the requirement of an annual report be made to the RDA. Meeting minutes and Resolution 19-03 are attached.

Staff has developed a list of similar sized communities operating with a percent for art program and outcomes from these programs.

RECOMMENDATION

Approve the RDA's decision to adopt Resolution 19-03 Regarding Percent for Art.

FISCAL IMPACT

ATTACHMENTS

1. GBPAC 10.23.2019 Communication
2. RDA Attachment for Resolution 19-03
3. RDA Minutes 8.13.2019
4. Examples of Percent for Art Programs



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 9-17-19'

Request of Alderperson WERY

Refer to: Public Arts Commission

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.

Discussion/action on whether the city should require development agreements to include funds for Public Art and if so, what level, amount, ~~to~~ percent it should be,

- Request directed to P.A.C. per City Attorney Chavez,



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

August 13, 2019

PREPARED BY

Kevin J. Vonck, CED Director, Laura
Schley, Staff

AGENDA ITEM # D.4.

Consideration with possible action on communication from June 19, 2018, of the Common Council by Ald. Brian Johnson, to direct staff to draft a percent for the arts proposal that would assess a specified percent on all new and/or redevelopment projects for the purpose of public art installation, maintenance and funding staff to support the public arts commission.

BACKGROUND

In June 2018, Ald. Brian Johnson asked staff to draft a percent for the arts proposal that would assess a specified percent on all new and/or redevelopment projects for the purpose of public art installation, maintenance and funding staff to support the public arts commission.

Staff reviewed a number of alternatives from other communities and is recommending that Development Agreement language for Projects with TIF incentives institute a "Percent for Art" obligation that requires the Developer to include a budgetary line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards: 1) Public Art on the Property, 2) Public Art within one-half (1/2) mile of the Property, 3) a separate Public Art project(s) approved by the RDA and GBPAC, or 4) funds for design and maintenance of Public Art, or any combination of the alternatives herein; and that this provision only be removed by the consent of the RDA.

RECOMMENDATION

Adopt Resolution 19-03 Regarding Percent for Art.

FISCAL IMPACT

To be determined by each future Development Agreement. No levy dollars will be used.

ATTACHMENTS

- I. 6.3 - RDA - Resolution - 19-03 - Percent for Art



Redevelopment Authority
of the City of Green Bay

**RESOLUTION 19-03
REGARDING
PERCENT FOR ART**

August 13, 2019

WHEREAS, the City of Green Bay ("City") accepts responsibility for expanding the opportunity for its citizens to experience art in public places; and

WHEREAS, the City also recognizes that Public Art promotes the cultural heritage and artistic development of the community; enhances community character and identity; contributes to economic development and tourism; adds warmth, dignity, beauty and accessibility to public spaces; and expands the experience and participation of citizens with visual arts; and

WHEREAS, the Green Bay Public Arts Commission ("GBPAC") strives to acquire works of art of the highest quality that advance public understanding of visual art; enhance the aesthetic quality of public spaces; preserve the cultural heritage of Green Bay; represents an expression of our time; entail a measure of public significance; and conform to best practices in the field; and

WHEREAS, the GBPAC works to ensure that the pursuit of art is intrinsically integrated into the community fabric, reflecting a broad range of participation; the fostering of the artistic vitality and creative community environment by encouraging local artistic endeavors; providing access to artistic experiences of the highest caliber for Green Bay residents and visitors; the encouragement of public dialogue that increases public understanding and enjoyment of art, through appropriate public education forums and programs;

WHEREAS, the GBPAC seeks to incorporate art that encourages interaction and establishes vibrant and unique public spaces for the community and its residents; encourage true collaborative efforts among artists and architects, engineers, landscape architects, and City officials; and integrate artists and their work into the process of creating unique public spaces for the citizens of Green Bay; and

WHEREAS, the GBPAC seeks sources of revenue to fund such works of art; and

WHEREAS, Redevelopment Authority of the City of Green Bay ("RDA") has traditionally been charged with drafting, negotiating, approving, and implementing Development Agreements for Projects with Tax Increment Financing ("TIF") incentives.

NOW, THEREFORE, BE IT RESOLVED that Development Agreement language for Projects with TIF incentives institute a "Percent for Art" obligation that requires the Developer to include a budgetary line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards: 1) Public Art on the Property, 2) Public Art within one-half (1/2) mile of the Property, or 3) a separate Public Art project(s) approved by the RDA and GBPAC, 4) funds for design and maintenance of Public Art, or any combination of the alternatives herein; and

BE IT FURTHER RESOLVED that Public Art shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself; and

BE IT FURTHER RESOLVED that such requirement be modified only upon consent of the RDA.

Adopted _____

Approved _____

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director



MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

**TUESDAY, AUGUST 13, 2019, 1:30 PM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM**

A. ROLL CALL.

I. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, James Blumreich, Deby Dehn, Kathy Hinkfuss, and Melanie Parma.

Liaisons: Chelsea Kocken, Jeff Mirkes, and Leah Weycker.

Present: Matt Schueller, James Blumreich, Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, Barbara Dorff, Melanie Parma, Excused:

Liaisons Present: Chelsea Kocken, Leah Weycker, Jeff Mirkes (arrived at 1:45 p.m.)

Others Present: Ald. Brian Johnson

B. APPROVAL OF THE AGENDA.

I. Approval of the agenda for the August 13, 2019, meeting of the Redevelopment Authority.

Moved by James Blumreich, seconded by Matt Schueller to approve the agenda. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

C. APPROVAL OF MINUTES.

I. Approval of the minutes from the July 9, 2019, regular meeting of the Redevelopment Authority.

Moved by Kathy Hinkfuss, seconded by Ald. Barbara Dorff to approve the minutes from the July 9, 2019, regular meeting of the Redevelopment Authority. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

D. REGULAR BUSINESS.

1. Consideration with possible action on communication from July 16, 2019, of the Common Council by Ald. Brian Johnson, to consider forgiveness of Broadway loan made to Cup O' Joy.

Moved by Matt Schueller, seconded by Kathy Hinkfuss to refer to staff to come back at the September meeting. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

2. Consideration with possible action on Obligations of Developer to Development Agreement 19-02 with The Legacy Green Bay, LLC, for the Legacy Hotel at 1004 Brett Favre Pass (Tax Parcel 1-1841-C-2).

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to approve Obligations of Developer to Development Agreement 19-02 with The Legacy Green Bay, LLC, for the Legacy Hotel at 1004 Brett Favre Pass (Tax Parcel 1-1841-C-2). Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

3. Consideration with possible action to issue Request for Qualifications for an Operator(s) for the Shipyard at 100 W. Mason Street (Tax Parcel 2-78).

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.

Moved by Melanie Parma, seconded by Deby Dehn to approve issuance of Request for Qualifications for an Operator(s) for the Shipyard at 100 W. Mason Street (Tax Parcel 2-78), subject to minor legal and technical clarifications. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

4. Consideration with possible action on communication from June 19, 2018, of the Common Council by Ald. Brian Johnson, to direct staff to draft a percent for the arts proposal that would assess a specified percent on all new and/or redevelopment projects for the purpose of public art installation, maintenance and funding staff to support the public arts commission.

Moved by Ald. Barbara Dorff, seconded by Melanie Parma to adopt Resolution 19-03 Regarding Percent for Art with the requirement of an annual report to the RDA each August. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie

Parma, Deby Dehn, No- None, Abstain- None

5. Consideration with possible action on a request by Merge Urban Development Group for a three (3)-month extension on their Planning Option Agreement dated April 9, 2019 for the development of the RDA's properties located at 321 and 325 N. Broadway.

Moved by Kathy Hinkfuss, seconded by Matt Schueller to open the floor for discussion. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

Moved by James Blumreich, seconded by Ald. Barbara Dorff to close the floor for discussion. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

Moved by Kathy Hinkfuss, seconded by James Blumreich to grant a three (3)-month extension to Merge Urban Development Group and per the Planning Option Agreement, Developer shall pay to the RDA an additional payment in the amount of Five Thousand Dollars (\$5,000.00). Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

6. Consideration with possible action on award of Contract CD 19-01 Part "A" Sidewalk & Pavement Repair to the low qualified bidder, Martell Construction, in the amount of \$141,991.00 and Part "B" Alley Resurfacing to the low qualified bidder, Northeast Asphalt Inc., in the amount of \$274,435.80.

Moved by James Blumreich, seconded by Matt Schueller to award Contract CD 19-01 Part "A" Sidewalk & Pavement Repair to the low qualified bidder, Martell Construction, in the amount of \$141,991.00 and Part "B" Alley Resurfacing to the low qualified bidder, Northeast Asphalt Inc., in the amount of \$274,435.80. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

7. Consideration with possible action to approve the purchase of a mobile stage for the KI Convention Center.

Moved by James Blumreich, seconded by Ald. Barbara Dorff to approve purchase of a new stage from StageRight Corporation for \$33,322.00 using KI Maintenance Funds. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

E. INFORMATIONAL.

1. Financial report and check register.

2. Director's report and project updates.

Kevin Vonck provided the Director's report and project updates.

3. Next meeting: September 10, 2019 at 1:30 PM.

A special meeting is scheduled for Tuesday, August 20, 2019 at 1:30 p.m. The next regular meeting is September 10, 2019 at 1:30 p.m.

F. ADJOURNMENT.

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to adjourn. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

VERBATIM MINUTES

- Get ready to rock and roll. Roll call please.

- [Kevin] All right. Chair Gary Delveaux?

- Yes.

- Vice Chair Matt Schueller?

- Here.

- Alderperson Barbara Dorff?

- Here.

- Jim Blumerich?

- Here.

- Deby Dehn?

- Here.

- Kathy Hinkfuss?
- Here.
- Melanie Parma?
- Here.
- Well.
- It is so neat that everybody's here.
- I know.
- And August to boot.
- Motion to approve the agenda.
- So moved.
- Second.
- Jim and Matt, all those in favor signify by saying aye.
- [All] Aye.
- So carried. Approval of minutes from our July 9th meeting. Motion please.
- Motion to approve.
- Second.
- Deby and Barb, Alder Dorff. All those in favor signify by saying aye.
- [All] Aye.
- Minutes are approved. Regular Business, number one. Consideration with possible action on communication from July 16, 2019, of the Common Council by Aldperson Brian Johnson, to consider forgiveness of Broadway loan made to Cup O' Joy. And I see that he's recommending that we refer to staff.
- [Kevin] Correct, this communication is received just to make sure that each party is to be available for whatever it takes for communication, for this to come back to the September meeting.
- Okay.
- And just a quick question on this. Who made the loan?

- [Cheryl] The RDA did.
- The RDA did, okay. Because it was referred to as a Broadway loan, and I didn't know.
- Yeah, that's the way--
- [Cheryl] The funding that was used was that old Broadway fund that we used for acquisition and relocation when we did the Redevelopment Authority loan.
- Long, long, okay.
- Oh wow.
- Okay.
- [Cheryl] But it was granted by the RDA.
- Okay, got it. And you'll come back to us with a full--
- [Kevin] Yes.
- Scope and context, okay.
- Mm hm.
- What's that?
- Back to fau-te-lia.
- Fau-te-lia. I'd make a motion then to refer this to staff to come back with this at the September meeting.
- Second.
- Motion by Matt, the second by Kathy. I'm not sure even where they're coming up with, all those in favor signify by saying aye.
- [All] Aye.
- All right. Number two. Consideration with possible action on Obligations of Developer to Development Agreement 19-02 with The Legacy Green Bay, LLC, for the Legacy Hotel at 1004 Brett Favre Pass, Tax Parcel 1-1841-C-2.
- [Kevin] Yes, all right. So this rebuts back to earlier this summer we approved a developer agreement with Legacy Green Bay, LLC, to develop, basically turn the old Brett Favre Steakhouse into a Legacy Hotel. And in that development agreement we mentioned a few things about just getting some civic approvals for a conceptual plan, construction documents, and then a budget. Some of this you've seen already before but this is more formally going through those. One of the things

that we wanted to see in the concept plan, since the building, the first building is going to be set back on the site, really to open up that visual corridor in order to kind of comply with the Legends District plan, where we were talking about buildings out of corners. They're doing so in a way that actually works. You could fit potentially a future building up at the corner. This is not obligating them to do any type of development. But we really just wanted to make sure that there's room enough, as you continue to develop this area, that you could put another building up on that corner. And then, right now, we do have the Legends Walk over there, with a number of art pieces, primarily on private property. But the Legends District also references you have public art gateways, and things like that. And so we just wanted the client to identify some potential pieces, and in that, because there's ownership that involves the parcel next door with the Fabry glove companies, some of those are identified there as well. And so we just wanted to get those on a concept plan, just to run some ideas in terms of where those could potentially be in the future. Second, it just, I know it took up a bunch of pages, and showing a lot of memory in your files, with construction documents, so making sure everything's right and in place. But really it's just reflecting what they present in terms of the graphics and the renderings is really what they're going to build. This is what was submitted to us as the City for approval. And then the budget which is also reflected the first time of what that is involved in that. So I'll be happy to answer any questions. Otherwise staff is recommending approval of these documents.

- Okay, we've had a look at this once before.

- Mm hm.

- [Kevin] Correct, and really what this, the first time around it was just more conceptual. This is just a formal administrative approval, just through the RDA. It's really just to confirm, right, what we said we were going to do is actually what we're going to be doing.

- Yes. I don't see any problems with it. Anybody else have any questions or comments?

- I will have one when the document opens. There we go, and it's really the first page of I think the first document, and it's the conceptual plan. And there are two buildings laid out on there and I'm not fully understanding that from what I remember of the presentation the last time. I remember a hotel.

- Mm hm.

- Correct.

- I don't remember why there's two buildings.

- [Kevin] So the hotel is there, that is what is approved in terms of the development agreement. Say the developer is going to be building this hotel. In the obligations of developer, we want to say, look, because you're building it further back, and the Legends Plan calls for buildings up at the corner, we just want to make sure that, look, in the future, could you potentially subdivide, move things around, and build a building at that corner. And so they basically took another structure that's a little smaller in size, but you could fit a substantial building at that corner, we just wanted to be able to see that.

- It's the whole piece you just explained.

- [Kevin] Correct.
- Yeah, now I'm feeling it
- No, it's okay.
- They're really good.
- One more question I had, the rooftop, is that a restaurant as well, is it more like the Kohler building, because it said lounge, bar, but it also talks about kitchen material. I was just curious.
- [Kevin] Yeah, potentially, they want to, the way it's designed they're gonna have use of the stadium and the whole area. I think additionally they had looked at just having event space or social space out there, but they may look at putting some kitchen, bar facilities up there as well to be able to take advantage of the whole scenery that's up there.
- It would certainly make sense.
- [Kevin] I'm a big advocate for rooftop bars. But yes. It won't be required as part of this plan, but the department will dictate that that's a really good option.
- I think that would, yeah, it would be a good one.
- And I don't remember the development budget they had presented when they were here.
- [Kevin] This was the one that was in the proforma. It's under about \$22 million of hard cost and about \$33 million all in.
- Total.
- [Kevin] Yeah.
- And that's consistent with what we saw a few months ago?
- Yes.
- Okay.
- [Kevin] Yeah, just overall in terms of timing, getting to work now we've got buildings approved but they would like to be open for the football season in 2020, so a pretty aggressive timeline in terms of a very tight construction window. But they would like to be open for the season next year.
- Are there further approvals we would have to give in the future?
- [Kevin] No, this is it. Unless they would transfer to another development entity or make significant change. No, this would be it.
- This is quite a bit of detail on here, this should be enough detail for us to make a decision.

- You were going to ask about one of the drainage pipes?
- I thought it was funny.
- I figured Melanie was the only one who could make that question.
- Great, looks great.
- What do you think Melanie?
- It looks good. I think it will be a nice addition down there.
- Good.
- Yes it will.
- I'll entertain a motion.
- Move to approve.
- Second.
- A motion by Alder Dorff and a second by Matt. Any other questions or comments? Then we shall vote.
- [Lisa] Passed unanimously.
- Very good, thank you. I think it will be a great project. Number three, consideration with possible action to issue a Request for Qualifications for an Operator, or Operators, for the Shipyard at 100 West Mason Street, Tax Parcel 2-78.
- [Kevin] Okay, this is a reflection, kind of an ongoing conversation about the development of the Shipyard. As you know, over the summer we approved conceptual plans. We've had some really great public meetings. We got some really good feedback. We had one at the Farmers Market, I think we had over 300 contacts in terms of how do we take these concepts and where do we find the details. But we also are talking about managing this facility. Operations, maintenance, and ongoing things, and this is a result of our discussion last month in terms of the direction that you'd like us to take. And really what we put together in this request for qualifications is we would like to seek an operator or operators who could come and partner with the City and the Redevelopment Authority to run the Shipyard. And based on some of the conversations that we've had, the kind of four components that are part of this. One is the facility management, which is kind of like the basics, right, making sure the grass is cut, things are clean, garbage is emptied, and just making sure that it operates smoothly like a facility should. Kind of tied with that but separate enough is dealing with parking. We're gonna be creating a number of parking spaces with this, so there's a little bit heavier equipment involved when it comes to maintaining parking lots, and also potentially working on managing or leasing the spaces for events. But their program management, making sure that this

facility succeeds by programming it, and making sure there's a variety of events. And the fourth is management of the Container Park.

- Right.

- [Kevin] Really working, and really build the importance of cultivating entrepreneurship in our community, working with the right small businesses to get in, especially food, beverage, retail, would be targeted for this piece, and put together a management plan.

- Right.

- [Kevin] And what we did is we kind of identified those four things. And in putting out this request for qualifications there may be an entity that can do all four. There may be an entity that can do one. But really we want to, and that's why we did it as qualifications instead of a proposal, kind of get to us the broadest net possible to figure out what the right assembly of operator, operators may be. So with that, upon your approval, if you would release this, put it out there for just over a month with the goal of then bringing it back, having some discussions and making a recommendation at our October meeting. I think one of the things that's important now as we move from concept really into construction documents, is that we'd like to have engagement with somebody some time this fall because once you start talking about the details, that potential operator is going to want to be involved in, all right, what am I doing or what am I operating. I think it just makes for a better product and relationship overall if you can kind of get in a little bit before the facility is fully finished, and then just help negotiate some of those details. So with that, I think one of the things we also talked about, like, who does this kind of stuff. One, we'll continue to have discussions here internally in terms of what the City is capable of. I think as we start to go through the budget and talking with our department, Parks and Recreation, in terms of what are we capable of, and then what we may be able to do or service. But also sending it out to entities who are already in the arts and entertainment space, also potentially sending this out to property management firms, those that just really do leasing and property management. And again, maybe it would involve somebody coming out of the woodwork, it's not like there's somebody who does all this right now, so we're gonna be a little bit creative on how we market it and push it out. But we're hopeful we get the right assembly or group of operators potentially coming in to this facility.

- I'm all in favor of sending out an RFP, but by the same token I think we should also do our own, whatever, so what would it cost, I know it would be spread over several departments, Public Works, Parks, et cetera, et cetera, but what would that cost if we did it ourselves. So we have an easy comparison.

- [Kevin] Right, and I think that's part of this process that we really wanted to set out the questions, like what are we asking ourselves in terms of, okay, what would it cost us to do some of these things in terms of right, we have kind of a per unit cost for some of these things in Parks and facilities throughout. We look a little bit throughout the City, and what might be comparable, and then what would be our incremental cost to do things, and there may be cases where, yes it's more efficient. And there may be cases where someone else comes in and says, no, we can do it for a better price. Our goal is to bring back and have that discussion about what that right mix would be. I honestly don't think it would be good if we had four different entities doing like each unit here, so if you can have, right, one or maybe two that can work together to manage this efficiently. And again, whether

one of those entities is the City or the RDA, I think that's worth exploring. We'll definitely look at that, we're not excluding ourselves from moving forward with it.

- How does this compare to any of our current parks or development, like The CityDeck, Main Street, because this sounds like we're gonna put up this park together and we want an organization to come in and run it for the City of Green Bay. Is that, am I understanding that from a--

- [Kevin] Correct. The CityDeck is totally run by us. We partner with other organizations, and we partner with Downtown Green Bay a lot in terms of events and programming. But in terms of the ownership of it, it's through the City. Both Parks and Rec, and their adjacent right of way in Public Works. In contrast to that would be the KI Convention Center where the Redevelopment Authority owns the facility by we hire a manager, and in this case Hyatt, to run the whole thing. And so what we have here is potentially one or the other, or a hybrid, where we could have just somebody come in and totally manager the whole facility, like the KI. Or we could do it all of ourselves, like The CityDeck. Or we could have some type of combination based on what types of strengths and costs in terms of, I don't know if that's a good analogy to kind of help, put your arms around.

- Well, the only reason I ask is because I think I just was over at the Wildlife Sanctuary and got a tour. And that's a beautiful facility that there's huge space for rental and events. And so as you're bringing this up I'm thinking to myself, well, from a Park and Rec, or from a City, how does that all work? And I guess what I'm hearing you say is I'm trying to figure it out, and so we want to put this out and let's see what we would.

- Right, and for us, on the internal side, I think I saw her, Finance Director Ellenbecker's here too, and the Mayor, and if we're gonna also do it. I mean, I'm counting for it in our budget in terms of balancing with revenues, and there's a lot stickier things, right, expenditure restricting money limits and all those other things that we have to consider if we are thinking about taking on this additional task in the scheme of all the other things that we do, having also see where that fits in.

- Right.

- [Kevin] In terms of that process. So I think, yeah, both your points, I don't think we're excluding ourselves from it. I think it's kind of testing the waters to see what might be out there. And if all we hear is crickets, then we maybe looking at doing it ourselves. But I don't think that'll be the case. I think that's why we'd like to go down this road and put this out there.

- I just think of all the revenue, I mean, there's just a zillion questions going through my mind right now.

- [Kevin] I think those will be a lot, sometimes we don't know what we don't know until we get some of these proposals in.

- I'm just thinking the financial aspects of it.

- [Kevin] Sure.

- But I totally get why you're.

- [Kevin] Sure, and then I think maybe we did put closed session language on here, if you wanted to kind of dive in, what were thinking about in terms of projections for either revenue or strategies. This goes back to when we were talking about the stadium, based on different models, we could go into that. But I think, yeah, those are some of the things that we discussed based on what's gonna be offered from these proposals.

- And I'm sure we'll get the information back from these RFPs, we'll be getting into that. But right now all we're seeing, all this action item is to issue them. We'll do a Request for Qualifications.

- Correct.

- Yeah.

- And so who manages the, that whole, 'cause this is almost like--

- [Kevin] Sure, it's a combination of the Packers themselves and Delaware North. Because a lot of, they do the Packers services over there.

- Okay.

- Any other questions or comments? If there aren't, I'll entertain a motion.

- I'll make a motion to approve the issuance of the RFQ.

- Motion by Melanie.

- I'll second it.

- Second by, Deby, I'm sorry, I wasn't sure if I was spelling it right. Okay, a motion and a second. Any other questions or comments? If not we shall vote.

- [Lisa] It passed unanimously.

- Very good, thank you. Good luck with that. It will be quite interesting. Number four, consideration with possible action on communication from June 19, 2018, of the Common Council by Alderperson Brian Johnson, to direct staff to draft a percent for the arts proposal that would assess a specified percent on all new and or redevelopment projects for the purpose of public art installation, maintenance, and funding to support the Public Arts Commission. Okay, number four.

- All right. So I will start by first apologizing to Alder Johnson. He brought this communication a year ago.

- At my first meeting.

- [Kevin] We worked on it for a while, and then we got sidetracked with other projects, but with that, feel that it's important to discuss. I think one of the things that, for us, it was hard to get our arms around because we really started with, right, percent to the arts, I'm like, any type of development project in the city, whether that was a private applicant coming in, right, build a house

to our public works projects, to, I mean, there's a lot of development that happens in the city in different ways. And just maybe kind of got too far ahead of ourselves in looking at it all, but we had some good discussion. And one of the things that we focused on that we felt would be maybe a very good first step, or I guess maybe second step, I think first step is we reallocated some of our block grant dollars to support the Public Arts Coordinator, and I think in terms of using those dollars, public service dollars, to support a position is solid in terms of sometimes it's hard to fundraise or get money for operating costs for personnel. So now that we have that position, and a little more solid funding, we looked at how do we raise revenue for particular art projects in the city. And one of the things that came up was, all right, what about when we're doing development agreements, using public dollars for tax increment financing, is there a way that we could require a certain, in this case, a percent, be allocated towards public art. And we really felt that this would be good way to start the process of getting more public art projects in the community through a specific policy. And with that, when we look at tax increment financing, and creating tax increment districts, that's where we're gonna have a nice meeting next week talking about that. You do it for public benefit. And there can be public benefits in terms of infrastructure, we're removing blight, but public art is a public asset. And so we felt that including this in development agreements, where you would have a percent, and we looked at a percent of the estimated value of the property. And one of the things that we looked at is some communities do like a percent of construction costs. But we really didn't want to hurt affordable housing projects. Affordable housing projects, a good example is like Broadway Lofts, the cost to build it is probably going to be over \$20 million, but the assessment is going to be under \$10 million because the rents are restricted. And so we didn't want people who are doing affordable housing in the community, right, make this choice like, oh, we're not going to do it now because I can't, the public art piece, and thing, so. So we looked at just, okay, what's the estimated assessed value. I think working with our assessors, we've been pretty good about estimating what that might be. So of that assessed value, to dedicate 1% towards public art, and that can be either on the parcel itself, the adjoining right of way, within a half-mile, 'cause generally most tax increment projects allow you to go within a half-mile of the district. Or, a separate public art project that would be approved here, probably through part of the development agreement and in consultation with the Public Arts Commission. One of the things we also discussed is that those funds could be used for maintenance. It's always great to put up a public art piece, but sometimes let's not forget that that public art piece ages and put some money aside to maintain it in the future, that those would potentially be the eligible costs. And so in terms of implementing this and how we got it done, we felt it would be best to do it through a resolution. It's just a little more official, it stands out. There's a separate record of it, and really felt that, in terms of how we put together development agreements, that this would be done in a way that, really, if somebody wanted it out, that they would have to come to the RDA to ask to have it removed. That this wouldn't be a negotiating piece in terms of things that we bring to you, that, okay, if you didn't want to do this percent, then you'd have to make a case to this board here, and say, why you didn't want to do it, or maybe how you're going to accommodate it. And really it would kind of be up to this board to decide whether they wanted it in or not. So with that, we drafted a resolution that will then, from the development agreements moving forward, put this in. And I don't know, if Alder Johnson had anything else that he wanted to say about this.

- Sure Wow, that thing's got some. How're you doing, everybody? I feel strong after that. Yeah, so thank you, Kevin, to you and the staff for providing the proposal. And I think I'd maybe start by saying that the way that it's drafted I do support. There's just maybe one question that I would add in there, or maybe a request. There's option two, public art within one-half mile of the property. And so I think there oughta be a way maybe that if you do have a developer who's willing to waive that, and if they're willing to say, hey, leave it up to the Public Arts Commission to decide where this would be

appropriately invested, I would support that because sometimes, especially with bigger projects, hypothetically I think of like a Green Bay Packaging, and I think of that development, to invest that level of public art in an industrial site might not make as much sense. And so to leave us the ability to maybe invest that in some areas where you have a little bit more residential commercial density I think could be in our best interests there. So maybe a couple of things that I want to highlight and talk about in terms of why I brought this project forward. And I think at the end of the day it's really identifying that Green Bay has maybe been a little bit of a trailer, I guess, in this industry. And so I think there's an opportunity for us to maybe overcome this a little bit, and I think it's important to lay some groundwork here. And first of all it's that arts means business. And this is a really important thing. In the Wisconsin economy, \$9.7 billion is directly related to the arts. In the U.S. economy, \$804 billion. So Wisconsin has 3.1% of our total share of the economy, 3.1%. Nationally 4.3%, again, that means that we're lagging, we are more than a percent behind the national average. 94,000 people are employed in the State of Wisconsin by arts. By contrast, only 63,000 in the beer industry, 31,000 in paper making, 35,000 in biotech. This is a real industry, this isn't just feel good stuff. 2017 Arts & Economic Impact 5 report indicates that \$75 million are directly contributed to local and state tax revenues because of arts-related activity. It's good for merchants. Attendees at events spend on average \$19.06 per person per event. They're spending on things like meals, on parking, on gas, on babysitters. Everything that allows people to experience the arts. 9% of the 9.4 million attendees throughout the State of Wisconsin are out of state, which means that their level of spending is doubled. It's good for hotels, it's good for tourism. How many of you have ever seen public art shared, right, people who travel, they go to other cities, they take pictures in front of murals and art, and that is selling that community's brand. I swear I've been on the Nashville mural tour a half a dozen times and I've never been to Nashville. I can tell you every mural that is in that city, we've been talking about it in our staff meetings with on Broadway, and I've said to the staff, how do we get people to want to come to Green Bay and tell our story without actually having to pay to do that? You do that through public art. It sparks creativity and innovation. Social impact, we need to start having quality of life discussions about our community. Communities that have high degrees of art have higher civic engagement. They have more social cohesion. The welfare of their children are at a higher level. There is lower crime and poverty. Find me a community that doesn't want lower crime, and lower poverty. And more importantly, we get to educate on the different cultures that exist in our community. There's been a lot of discussion lately that I've been having with people about the changing demographics in our community, and how the Green Bay Public School District right now is a majority minority school district, and we need to do a more effective job in our community with telling that story, and why that is a benefit to our community, and public art can be one form of which to do that. There's improved academic performance. Students enriched in the arts have higher GPAs, they have higher standardized test scores, and they have lower drop-out rates. Those are all good things. Beautification leads to economic development, it leads to improved tax base, A sense of place where people want to live. And make no mistake, we are competing for talent. We want people to choose to live in the City of Green Bay. At the end of the day, a part of this proposal is I want to make Green Bay a competitor, a leader that recognizes the importance of arts for not only quality of life, but as the economic development strategy that it is. So I would implore the Redevelopment Authority to seriously consider this proposal. I think it's a good thing for the City of Green Bay. I'm happy to take any questions.

- Brian, I noticed that you contacted some other municipalities, and they're doing something similar.

- Yeah, nationally there are many communities that do this. To my knowledge I think the City of Madison might be the only one that does this in the state, but please don't hold me to that. The State

of Wisconsin used to do something similar to this. They repealed it in 2011, I believe. I tell you, I just did a trip out to Denver, and one of the things that really struck me is the amount of public art throughout the city, it's everywhere, and they redo these murals every single year. Now certainly I'm not suggesting that we do that, but I did make some inquiries of some of the locals, and they said it's all state funding. Their state allocates revenue for this because they recognize the importance that it plays in terms of economic development and tourism. So I think, again, directly to your point, Jim, other communities do this, other states do this. Wisconsin, we are lagging. I think it's a real opportunity for Green Bay to be a leader in this industry.

- You mentioned Madison. How is Madison funding it?

- To my knowledge it's a very comparably based proposal. I think there's probably some subtle differences in it. I haven't reviewed their plan explicitly. It's usually based on development. You assess a percentage, and it can be 1%, it can be half a percent, it could be 2%. I've seen 2% in communities, particularly on the West coast.

- Kevin, we've got the Legendary Hotels development agreement in front of us, \$33 million. So, would we be adding, at 1%, \$330,000.00 that was, would we be adding that to that developer, that increases estimate by \$330,000.00.

- [Kevin] Less, so it would be on the proposed estimated assessed value.

- Right.

- Okay.

- [Kevin] Which I think that one came out at, just a little under \$12 million. So that would be, say \$120,000.00 in addition to the budget.

- And if I could interject, Gary.

- Yes.

- One recommendation that I would make for the Committee, that was not part of this proposal, is that I would exclude any development agreements that are currently under negotiation with the City of Green Bay, prevent any issues there.

- And Chair, our Public Arts Coordinator is here, Laura, who's actually done some research on those percentages for other cities as well. So if you have questions for her.

- I'd like to hear about that.

- Yeah, I'd like to hear that.

- [Laura] Madison is currently rolling out their percent for art policy. It's a 1% policy. It's like Brian said, it's very similar to what we're proposing today. Outside of that, Milwaukee, I haven't heard anything about their percent for art policy, but in their art center they're booming. They're constantly getting murals, and it's a huge portion of their tourism and what they project for their city as people

wanting to visit it. On a national level, best practice is to have 1% allocated for arts. Other communities are doing more. Oregon is doing 2% for public arts. But it kind of varies based on communities.

- Okay, I'm just trying to fully understand this. So \$12 million assessed value, on this example right here.

- [Kevin] Correct.

- Okay, so \$120,000.00.

- Correct.

- So is that coming out of the taxes they pay?

- [Kevin] So in terms of project cost, I think it would have to be identified in the budget in terms of sources and uses. I think when you illustrate a budget, one of the things that we look for is basically what's the gap that is created in terms of the ability to get financing things. I think one of the things in terms of eligibility for using tax increment dollars on it, it could be an eligible expense. I think what you're doing in a lot of our models is it's PAYGO models. So instead of us going into the tin and saying, all right, we're gonna take \$120,000.00, and put it in a public art piece, we're going to make a developer do it and use the incremental tax that they're creating to help fund that piece. So it's shifting the burden, in a sense, from us to a developer, and really allows it to be done after some of those taxes are coming in.

- I just wanted to clarify one thing in that regard too. My mind was in the same place as Gary's. The 1%, let's say it's \$120,000.00 can be used for projects, the way it's written, within half a mile, and maintenance on those public art projects. We said that it doesn't impact tax levy. I don't know that's 100% accurate, because if it does create additional cost within a tax district, it will defer the eventual closing of that district, and the incremental revenues coming back to the City. So I wanted that to be clear. It does impact the project financing, and the ultimate closure of the project. I would agree that Green Bay lacks a public arts display.

- One thing that I did notice, because I think, my first meeting this came through, Brian, is a lot of the proposals that we've gotten since had 1% built in there for art, and it wasn't based on us recommending it, but a lot of the proposals that have come through for apartments, and a couple of other things, had 1% for art in there, because I noted it. So my question is when they put it in the budget, does that mean it goes in to an arts endowment, and then, where does the 1%, does that money sit in a arts council or?

- [Kevin] So we haven't had any development agreements with it. I know it's been discussed and negotiated, but it actually--

- In the budget there were lines in there that said 1%. I can go back and pull them out, but I did notice it. I was like, wow, these already have the 1% built in. Yeah, it was internal to their, it was in their--

- [Kevin] That was the, it was the Request for Proposals. So on Adam's street lot, Associated Bank lot, we built it into those proposals, that's where it was in. It wasn't in anything we've negotiated so far, but we did put it in knowing we were discussing this and wanted to--

- Oh, okay, because when they were coming back I noticed they were in there.

- [Kevin] So our understanding is that funds would be placed into an account that would be managed then, in this case, for the proposed funds for projects approved by RDA and Public Arts Commission. And I think that sub three in there, hopefully, it might get to your point, about, right, so if the half mile still puts us in an area where it's like, hm, public art is not going to be used or beneficial to the community, then between the RDA and the PAC, we can say, yep, we're using these funds for this.

- 'Cause I think that that's important from a maintenance perspective, because when you get the art in, it's awesome, but if you don't maintain it, it looks terrible. So that's why I was making sure it was going to be something that we could allocate for maintenance after, or somebody within the city, there would be money.

- Well, and the developer could actually add the art into the project, as a public art piece. It doesn't necessarily be money out, it could be money that's actually part of the design of the building, which would be really cool on a grand scale, something larger.

- Right, and Laura's very good at getting all types of art kind of covered in there, which I think is cool in a way that you can integrate it into projects themselves. Yeah, it may be private property, but at the end of the day, if it's still accessible to the public--

- You can see it public.

- Yep.

- [Kevin] There's still a benefit.

- Yeah, I get that.

- So one more question. So if I'm a developer, and I'm operating on a shoe string, and I request any TIF development fundings, and I protest the 1% you had mentioned that earlier. What's the provision there for granting some relief? Because the way it's written it almost seems like it's got to be at least 1% on any one project.

- [Kevin] I think it would be, ultimately up to the RDA to decide. I think what staff would do is look at, okay, what's on a shoestring here, and our goal is to get public arts, and then they're using funds in a way that, we look at public benefit, public benefits as well as some of those other things, but if they're addressing a super-dirty site, and all their budget's going into environmental remediation or eliminating a blight piece, I think you would waive those in making that recommendation, or maybe like reducing that, or looking for some other alternatives. But I think, if we wanted to go into it, with the result being like doing it, then, right, like every negotiation, that's just one piece that we kind of felt like taking away from staff negotiating, that's one that the RDA should decide.

- I did see it as a negotiating tactic so long as there's the ability--

- So I assume--

- There clearly would be a check point on every project.

- [Kevin] Yeah, it would be included in just like, you've may have heard, in our standard language, which we start our negotiations from. In terms of that point, that would be one if they wanted to change or relieve, it wouldn't be done through staff, it would eventually be done then through .

- I think it's important that, I'm definitely not looking for a proposal that would potentially create a hardship on any developer in terms of wanting to do business in the City of Green Bay. And I think that's the importance of the exit strategy. But at the same time I'm not looking for us to be a doormat, and roll over, because nobody wants to invest in public art. I think the reality is when you invest in it, economically, these property owners, the value of the properties will appreciate when they're surrounded by public art. That's evidenced by every major community rehabilitation you've ever seen across America. It almost inevitably starts with public art. That's how gentrification starts. And I don't think gentrification is what we're shooting for here, and there are ways to prevent that, but it almost always starts with the arts, and then the developers come, and the value of everything around it increases. Art has very, very tangible value even though it may seem a little bit intangible right now. But there's plenty of research that demonstrates its impact, and I think a lot of developers out there would likely see the value of that, and understand that it does positively impact the properties, it'll help attract the tenants, whether they're residential or commercial, again, their properties will appreciate. It will help attract additional development around that. That's been proven time again. But at no point would I say that I want it to be something that inhibits any type of commercial development within the city.

- Yes, please.

- Coming from Military Avenue, we could potentially have very large projects. And I feel like we almost need to incentivize those projects and not be charging them. I love the concept of the arts, but I don't know that that's the right way to go about it. If you do do this plan, I think the half mile radius is going to be a nightmare to manage. I would say it just goes into an arts fund and we use it as needed. But I think that 1% is pretty high.

- Just a point of clarification, that this 1% would only be assessed on projects that are receiving an incentive.

- [Kevin] Correct, and that's something that we discussed in terms of, right, so a large project comes in, new assessed value of \$10 million, and they're not taking tax increment financing, and there's some communities that charge every project those. I felt one that was a little larger conversation, and two, didn't want to put those kind of barriers in place. I think once you start talking about public assistance, there's other, right, there's strings, like, oh, with public assistance. And I think in terms of providing public benefit, we're just kind of adding in one other thing, and that's the arts in terms of those public benefit. So our whole, again, not to derail any project, but if there is new opportunity for public assistance going into a project, that some of those funds could be dedicated towards public art.

- And I think it's a redeemable discussion point to enter in quality of life. We do that in every development project that comes before us. We don't like this siding, we want to see a sidewalk put in

here. How about more green space, more trees, more parking. Can we please stop saying more parking. We have that discussion, I think it's just this is new, right, we've never really had this talk around art before, but we have it around many other amenities that encompass virtually every development that comes before us.

- Conceptually I'm fully in favor of the whole concept, but I just don't know if 1% is the right percentage. Either it should be a half percent or whatever, I just don't know. But conceptually, absolutely. It's a great concept. Myor, you have a thought?

- Yeah, I'm very much in support of the program for all the reasons that were laid out by staff and Alder Johnson. I think we have seen tremendous momentum accrue over the last few years related to public art. But we do need to sort of push things to the next level from the government side of things, and I think this is a great way to do that. In terms of how we can massage it a little bit, I'm open to suggestions in terms of whether or not 1% is the right number, or if you sort of tier things based on project size or project assessment, if that would make some sense. But I think this is absolutely the right way to go, and I'm fully supportive of what Alder Johnson has proposed, and what staff has offered.

- Matt.

- Yeah, just a couple of questions. I am, and my apologies to the Green Bay Public Arts Council, because I just don't know enough about it. Governance standpoint, right. Here's this pot of money, and how, who controls it, what happens with it, oversight, auditing, help me understand that.

- Half mile. I think that was my nightmare, trying to manage.

- Half mile?

- I think the way of looking at how you manage the money, first of all, staff, we work very closely with developers and the agreements, so there would be the establishment of where they are going, is this part of your project, is that what it's going to be, is it going to be adjacent to the project, you map the six, that area map is not a large area, you can lay that out. I feel that's going to be the art, that's going to be more of a staff directed, led, kind of one-on-one with the director working on that. The Public Arts Commission is a commission, they report to the Council, so you're maybe not fully aware of that.

- I'm not.

- But they've got the chair, and they meet monthly. So they are established they have some funding that's in place for that, so they certainly are a body that can give input with regards to the arts themselves, and design, those types of things.

- There are seven, all appointed by the mayor, correct?

- Yes, yes.

- [Kevin] And, sorry--

- [Cheryl] And one alder.
- [Kevin] Six and one alder.
- Okay.
- [Kevin] And I think they, again, trying to diversify and they come from different branches of the arts. And you've seen their work, you've seen the, what's the name of the sailboat, I just call it the sailboat.
- Embark.
- Embark.
- Embark.
- [Kevin] Corner, RDA property in that corner there, that was done really through the Public Arts Commission, right, issuing a request for a proposal, going through, scoring them, ranking them, and then fundraising to get the funds to do that. So they're a vehicle that was established to do these types of things. Here's a way to provide some additional revenue to be able to do more projects and kind of amp up what they're doing. But in terms of finances, the numbers, the money's housed here within the City, and we have accounting--
- I didn't know it was accountable to the City Council.
- Yes.
- Okay, that helps. My next, I'm conceptually, I'm in line. I'd like to see this time-bound. And maybe it's something like five years. And then at five years we come back and look at this, and say, is this working or not? Because the idea that it's not time bounded, I'm not comfortable with at all. Right now this is a flow of funds into something. And I just don't know if it's working or not. Because to some extent I'd say I bet there's 20 different things that we'd love to say, hey, we'd like to attach a percent onto new development things to fund bike lanes, to fund more parks, more police. I don't know what those are, so we selected the arts for a reason, and I just think this should be time-bound, and not into perpetuity.
- To piggyback on your comment, I was thinking, might it have been nice to go out to a group of developers that we've done business with, TID projects that would have qualified for some kind of incentive like this, looking back on our relationship with them and how might this have impacted it. But I don't know that you'd get a straight answer. And involving the staff in the type of projects that we might have done just seems a little fruitless to me, looking back. So to some extent, I like looking ahead, from an implementation standpoint. Let's go ahead and do it, if it's a half a percent, 1%, whatever. And then have a periodic review of how is it going with the developers, with the arts commission, with the RDA.
- And can it evolve into the 1%, if we could start at half percent and see how it's going and evolve into 1% if we're satisfied. 1% isn't a pretty big number, but maybe it's just right.

- Well isn't that 1% part of the negotiation, based on what you had said. We'd indicate 1%, but they're negotiating with us.

- [Kevin] And then come back and ask for an amount that's less than.

- It could be less than, again, it's part of the negotiation that would have to come here first anyway.

- [Kevin] Usually they won't negotiate higher. Exactly. And I wouldn't think they would negotiate higher, but if there's a reason the project is so big, then it should only be a quarter, or a half, we're still allowing that judgment.

- [Kevin] Yeah, and I think just based on what Alder Johnson and Laura has found in those communities that it's not unheard of. I mean, if you came back with like 5%, and people are like, whoa, okay, you're getting a little far. But 1% has been pretty common language out there in terms of, all right, to your point, whether it's for arts or something else, but a percent is like, this is important for us. We're going to put it in there, and that's a common number I'd say.

- What's been the response from the developers since it's been in? Because I didn't realize we put it in. I thought they were putting it in .

- [Kevin] It hasn't been our first. I think maybe just in response to some of the RFPs that we've put out there, before the concern was \$50 million, or Green Bay Packaging, something that a substantial project, what does that really mean or how does that play out. From a developer's perspective, I think that's why we added some language about the projects. There's an amount of pride or like some tangible things, like look, I'm going to be working on contributing towards this, I want some benefit too, I want to be able to say that I helped support this project, and just making sure that that can be applied the way it does, capacity for like getting those projects in line. But if you look at some of our projects, it's been public piece of art that has to weather the outdoors, like \$300,000.00.

- Well, Embark was 100, I think it was 80 for the piece, and then another 20 for the maintenance. That's one piece. That tells you what it costs to put up a substantial piece of artwork.

- But I do like that time thing.

- Alder Dorff, please.

- Thank you. So just a couple of things about the half mile, within a half mile of the property. When I read that, I read it as more of, oh, so that they have some assurance that it will be near where they're developing. I thought it was like a positive thing for them. There's also four different options, and the very next one is or a separate public art project. So it's not like, there' four different places it could be. So it's not like ever limiting it to within the half mile, I didn't see it limiting it to that at all.

- [Kevin] I think the language in there was to your point to try and encourage it to buy it.

- Yeah.

- For some ownership.

- And they get, actually, credit for it.

- So my comment about the exit piece then, Barb, like for them to relieve themselves of that and put it in anywhere, I didn't interpret number three as that. So now that I've got clarity on that, you can forget what I said--

- Oh, I interpreted as that or a separate public art project.

- Okay.

- That makes sense.

- Yeah, that was already in there.

- Well, and I think that's the clarity that I was looking for. We've got those four different options, and I'm assuming it's maybe a project by project developer in negotiation, and which of those four we're using. We're not asking them for that 1%, and then we get to decide on our own what happens to that, they're a part of that, right, and then we determine, like you were talking about Embark, X number of dollars go to, you can afford that, and if you keep it to this 1%, this much of a project, and then you're going to need some kind of endowment for a maintenance perspective, right. I don't want every developer to go with the option to put a piece on their property and nobody maintains it, right, the point that Kathy was making. But I think that this gives you enough flexibility to, it's all about working with said developer for each project.

- [Cheryl] I think it's a matter of what the developer would say, oh I'm definitely putting my, I'll use it on my property, on my fees, incorporate it. Or if they're like, aw, we don't really want to deal with that. So where can we put the money in. Here's the cheque, it goes to this account, and then we work together to place something, or they may say, I don't really care, I've done my due diligence. We try to keep that open depending on what the design is.

- And then I like that such requirements could be modified only upon consent of the RDA. So there is that.

- Yep.

- I think that covers it.

- So, philosophically, if we were to look at the resolution before you today, I think the question would be do we have enough information here to act accordingly in the resolution. But then it seems to me that an appropriate follow-up action, depending on the Committee's decision today, could be that staff could follow up with sort of a documented procedures if you will, that won't necessarily be pertinent to the resolution about how some of that process would actually occur from a staff level perspective. And it could answer some of those questions that you have, that again, seem to distance from the resolution but are probably still very important questions to have answers to.

- So to me the two key questions here is that the percent is correct, and secondly, I think Matt's idea of a timetable for a checkpoint to see how well it's working.

- Just on the sunset concept. I think it's important to have kind of a check-in opportunity. But I would prefer more like a report that's required of the department to present to the RDA rather than this program just dissolving and the body having to readopt it. There's no reason to fix it if it's not broken. But I think it's wise to inform the body about how the program's been operating.

- I'll just, I'm gonna differ on that one. I think the body readopting and approving it at a set time-point, call it five years is a really good idea. Continual endowed funding, I think becomes less accountable. And I think it's really good to have a checkpoint for anything that receives funding to be accountable to where that funding comes from, so people can have a literal chance to think about it and say, do we think that's the best use for that. And that's just my viewpoint on these, I don't, boy, things that don't have sunsets, or ability to pull them back, I think become bad public policy over time.

- Alder Dorff.

- I think there's always an ability to pull it back. And I think that if we require a report on this, even if the report is within three years, or within five years, or whenever we want to have a report, at that moment in time the RDA can say this isn't working. Just like any ordinance that we create at Council. We can change that ordinance. We can change this. So I would not want to put a sunset. Sunset clauses, I think, are kind of a nightmare, and then you have to go through the whole thing all over again. And if it's working, we'd not want to do that. And if it's not working, then we have the authority to say, okay, this isn't working, we're not gonna do this anymore. So that's where I would sit on a sunset clause. I would not be in favor of it.

- I have not been swayed yet.

- Nor have I.

- And I think from account, you're coming from an accountability perspective.

- Very much so. 'Cause my feeling is if it's working, of course the body would reapprove it again. It's a 1% additional cost that's being borne by a project. If it's working really well for the City, why wouldn't this group just be happily to do that? If it's working.

- How about a review instead of a sunset?

- I like sunset.

- I don't. I was going for a compromise.

- I would perhaps offer up one word. Maybe, Matt, in response to why wouldn't you approve it, politics. I think in 2011 we all know what happened in the State of Wisconsin that likely prompted the repeal of the State's use of this program. And so, I think when you have sunsets, political games are allowed to enter the equation. Whereas if you have something that works, and you can allow it to continue to work, I think that ultimately will lead to a stronger policy on something like this. It takes the politics out of the decision making, but also still by having it bound that the group must review any type of reporting procedures, it still makes elected officials, as well as appointed officials by way of the RDA, accountable for the progress and impact of that program.

- I think I tend to weigh-in on no sunsets because I think we have some natural built-in response vis-a-vis the developers. We'll know as we implement the program how it's going. And we'll be asking those questions at every one of our TIF review meetings on a developer front. So I think we'll have a pretty good sense of that rather than waiting for five years, letting it sunset, and then reapproving it, that's my sense on that.

- Yes, please.

- Not to complicate things more, but perhaps the City Council that I was in, we had very similar project, only it went to Parks. So they could either contribute to the Parks fund, or they could contribute land towards the park. So it kind of gave them the option. And it could be similarly done here, but perhaps it's more quality of life, and it's not strictly public art. I would kill to have public piece of property on Military Avenue to use. And I don't have anything to work with right now. If they were willing to give that 1% of something towards a public amenity or public asset, maybe that's another way to build it in. And could be more palatable for a developer, 'cause now it's on their space.

- I appreciate the alternative on that, Leah. I would not personally be supportive of that because I feel like that deviates from the intent of the program. I'm not aware at least of other scenarios where we offer that alternative, meaning that if we require trees to be installed, or landscaping to be installed, we don't give them the alternative to do something else. And again, it's another form of beautification much like we already require oftentimes under development agreements. But this one is specifically targeted at pieces of public art. And I think to go away from that and use that funding for another purpose would not honor the intent of the program. In which case then, I don't know that I would support it.

- [Leah] You were the one who talked about quality of life projects, and things in the community, so why is it strictly public art?

- Because that's the piece I feel that there is a gap right now. Much of the other things are already--

- But in my district there's also a gap of public spaces.

- I think that's something that the Parks Department needs to handle through the general levy or bonding process.

- And I'm not referring to a park, I'm not adding a park, I'm adding a place that could perhaps hold a farmers market or a fair, something, more green space in the mass of parking lots that we deal with on some of the outskirts, not downtown. You don't see the same thing. So I feel like there's a very different pieces of the city could look at it differently.

- And again, I do appreciate that. I feel there are other mechanisms within the city government that can handle those types of requests, but that would not be in alignment with the intent of the program as I've proposed it.

- [Laura] But if this is a sticking, I don't want this to be a sticking point, because public art is typically seen as murals and sculptures, that's kind of what people think of when they think of public art. But speaking about a plaza, if you had an artistically paved plaza with mosaics, or something that acts as a

public space, but still has that art integrated into it, it would still qualify. And that's parts where having staff work with those developers to figure out, okay, you guys want a public meeting area, but how can we incorporate art into that meeting area. So still getting that public access point but making it more beautiful in the process.

- And it actually does say in here, artist designed public spaces. It actually does say that. And it mentions not only murals, but it also mentions fountains, so there's different ways to make that place-making work that you're looking for and integrate this concept.

- Would a yearly report to us, showing us the progress that is being made, would that be asking too much?

- No.

- No, good.

- I may think, I just think, put it out if you want to do this now, but have it come back every August.

- And then the funding, would that be in like an endowment, or is that just a budget line, or is that part of the processing you have to come back with?

- I feel it might be different for each development project. If the developers want to do their own artwork.

- Right, but if they hand us a cheque, is it in an endowment that's strictly for the arts, meaning you get the interest off of it and it's specifically for that. Or is it just a line item that can get moved around?

- We do have a fund for the arts group created right now which is a separate entity that, it could go into that fund. I don't know if we talked about exactly, we've obviously, it could be a City account, it could be the funds of the Public Arts account, it's what they use for fundraising I think.

- Right, but from a financial perspective, you're saying one percent and I wholly support this because I think we absolutely need more beautification. I just want to make sure that when there is a cheque written, where does the cheque goes, who's accountable, and I think, because we're asking for 1% art, that it stays in the arts account. For every time--

- Yes, that absolutely. I didn't know if your question was are we--

- Yes.

- And the account is earning interest.

- An endowment means that you can only use it for that, you can't change the line or borrow the line or move the line, or--

- This will be project specific. It's not just in the pool, I think it's project specific to whatever that development is.

- I think much the same as we see our RDA income and expense report, that we'll look at a mirror of this as they have an art project.

- And there was one point that you had sort of brought up, Kathy, that piques my interest a little bit that hadn't previously crossed my mind, and that is, hypothetically you say yes, we're gonna approve 1%. And if we allocated a percentage of that 1% towards an endowment that was committed to maintenance, because that is something at this point unaccounted for.

- Right, that's why I brought up the endowment, is the money gonna be placed in an endowment so that you have money available.

- So that is something that I would potentially consider for this. I'll defer to the body to figure out what that might look like, or if that even needs to be decided now as part of the resolution, because again, I do think that some adopted procedures would also make sense.

- Part of our campaign for public arts right now, and fundraising more for that, is money set aside for maintenance of public art pieces in the city so that if it's on the development site it's owned by the developer, they would maintain it. But if it's a piece of public art, that's something certainly that we could look at, maintaining like we do our other public art pieces right now.

- Melanie, your thoughts.

- Yeah, I think it's a great idea, and I think that the resolution gives us enough flexibility project by project to look at how we're addressing it.

- And to be honest, I had initially thought the 1% was too high based upon the Legacy project, but I think I'm willing to give it a go to see how it works over a period in some of the TID districts at the 1%.

- Any other questions or comments, otherwise I'll entertain a motion.

- I would like to move that we approve the resolution for the arts proposal that was presented by Alder Brian Johnson.

- [Kevin] Did you want to add a requirement for an annual report in there.

- Certainly, I forgot that. And to require an annual report to the RDA about progress.

- I have a motion.

- I'll second that.

- And a second, a motion made by Alder Dorff, second by Melanie. Questions or comments? This is a bold step. I think it's an exciting one.

- [Brian] Could I perhaps offer up one additional contingencies on that, and the contingency be that any development agreement currently under negotiation would be exempt from this proposal.

- Yes.
- That's good, yeah.
- All right, and, any development agreement currently under negotiation be exempt from this.
- Melanie--
- I will resecond that.
- Okay, any other questions or comments?
- I just wonder, if we had it in the RFPs, why would we want to take it out of negotiations?
- It really hasn't been in any RFPs so far.
- Oh yeah, it says 1%.
- But those RFPs are done, right.
- No, these proposals have been coming through, and I've noticed that it's in there, and so if it's under negotiation now, it was in the RFP, why would you not--
- I asked for a clarification.
- [Brian] If it's in the RFP, I agree with you. That's because there's transparency there, right, we told them ahead of time. My concern is any development agreements currently under negotiation such as Merge, that you're about to hear from, that the hotel that you took up, because this was not an item that had been previously disclosed to those developers. I'm just offering those two examples, there may be others.
- It may be easier just to delay the date that it takes effect?
- [Brian] And that could work too.
- So then it would match the date of one month from today's date.
- We should do the first, start September 1st.
- [Brian] I mean, at the end of the day, I don't want to disadvantage any developer that this was not properly disclosed to them.
- Okay, are we okay with the beginning of September 1st, even though RFPs have been out there already?
- [Kevin] Start it now.
- Don't you want to delay?

- Start it now?
- Tomorrow's the beginning of phone calls. Everyone will start negotiating.
- Oh, starting today, right?
- Well it takes five days for .
- Starting?
- I don't see any issue with it not being able to, and so we kind of would treat it like a building permit, and then it needs to be like certain changes. Building permits, and setting the timeframe. So I think if we treat it like that.
- Okay.
- I think for a minute we can do it.
- Is everybody clear on the motion and the second?
- I'm not even clear. Did I decide September 1st or August.
- [Kevin] No, I think just as the language, like you said.
- Don't even put a date on it.
- [Kevin] Correct.
- Got it, leave it the way it was, okay.
- Do you need to add, Deby, in?
- I would just like it like that in a couple of years.
- What does it read like?
- [Lisa] The motion?
- Yeah.
- Yeah.
- [Lisa] The motion by Alder Dorff, seconded by Melanie Parma, to adopt Resolution 19-03 regarding a percent of art with the requirement that an annual report to the RDA.
- We clear?

- Yeah.

- Any other questions or comments? If not, we shall vote.

- [Lisa] It passed unanimously.

- The whole step, I think it's exciting, but the whole step, no question about it. Thank you very much. All right, number five. Consideration with possible action on a request by Merge Urban Development Group for a three month extension on their Planning Option Agreement dated April 9, 2019 for the development of the RDA's properties located at 321 and 325 North Broadway.

- All right.

- [Diana] I just wanted to bring back to the RDA that Merge Urban Development Group entered into a Planning Agreement with the RDA on April 9th, 2019, with the intent to build a mixed-use development of parcels 5-585 and 5-587, located at 321 and 325 North Broadway. They've been in constant contact frequently with Planning and Economic Development staff as they've been continuing to put their finishing touches on their proposal. But they also need additional time to do so and are asking for a three month extension. They are here today to give the RDA a project update to show what work has been completed since their April 19th proposal. They have Brent Dahlstrom from Merge Urban Development here, and Joy Hannemann, and Steve Miller, called Slingshot, their architect.

- Motion to open--

- Did I get that right?

- Dan Drendel.

- What?

- Dan Drendel.

- I'm sorry.

- A motion to open the--

- No worries.

- A motion made and to Matt, a motion and a second to open up the meeting. All those in favor signify by saying aye.

- [All] Aye.

- Meeting is open, please. Give us the update.

- Yeah, I'm mostly here for a question and answer, but we've been working through just a few issues, parking being one of them, knowing that the parcel itself doesn't really have the parking onsite in

order to serve the property. So we're starting to discuss a lot that maybe the RDA owns, and we've talked about lots that others own, and that's one of the big steps. And without all those pieces put together, we're unable to put together the financial analysis to start to think about a development agreement or TIF request. So we've been working on it daily. But we do need more time. And we hope that you would grant us a 90 day extension. So if you feel like that is enough time for that we can come back, at that point in time, the request that we need to move forward.

- Questions.

- Not really a question, but I know for you guys, especially because of the investment and opportunity zone that time is of the essence for you to be able to get a shovel in the ground. So I know that you will move forward as quickly as you can. And I know that you also have some developments and have made for Stevens Point in Wasau.

- Yes, so Stevens Point, we just issued a very large number for the utilities there, and they should be moving all the dirt here in August, or early September at the latest. No, we're definitely moving forward there. We're working throughout the state, but Green Bay is important to us, and it's one of the largest towns in Wisconsin, and for us to be folks in Wisconsin, we definitely want to find multiple projects here that will work for us.

- And this is something that you guys support?

- [Kevin] Oh yes, yeah, they've been great. We're in with them, really excited. The products that they made, the product that they're going to put forward I think is going to be a really great entity for the district and the city. So, yeah, we're really pleased with the progress.

- Any other questions before we shut down the public portion of the--

- Regular order of business.

- So moved.

- Second.

- Alder Dorff and Jim. All those in favor signify by saying aye.

- [All] Aye.

- Okay, we're back to the regular order of business.

- Thank you.

- Thank you.

- I'd like to make a motion that we provide the extension on the planning agreement of three months to proceed on it.

- Second.

- Okay, a motion by Kathy, a second by Jim, to extend the planning agreement by three months. All right, any questions or comments? Then we'll vote.

- [Lisa] It passed unanimously.

- Very good, thank you. Number six. Consideration with possible action on an award of Contract CD 19-01 Part A Sidewalks and Pavement Repairs to the low qualified bidder, Martell Construction, in the amount of \$141,991.00, and Part B Alley Resurfacing to the low qualified bidder, Northeast Asphalt, in the amount of \$274,435.80. Bottom line, low bidders, right?

- Are they the only bids or were they the low bids?

- They were the only bids, okay.

- [Kevin] That answer the question you asked.

- This funding is DPW's block grant and Parks block grant funding, so it's a combination, they're doing sidewalks in parks and in neighborhoods, and then alleys as well. So that's why the contract amount is so high. They're using their 150 of 2019 funding for Parks and DPW, their annual allocation.

- And you have those funds?

- And we do have those funds, and some extra, some carryover from 2018.

- And I was thinking we've done a lot of work with these folks before in other contracts.

- It's kind of late, it's August 13th. Move to approve.

- Second.

- Motion by Jim and a second by Matthew. Any questions or comments? We shall vote.

- [Lisa] It passed unanimously.

- Very good, thank you. Number seven. Consideration with possible action to approve the purchase of a mobile stage for the KI Convention Center.

- This is actually replacing the original stage. We added a new one in 2015. So the old one that was originally starting to get bad, so we needed to replace that one. They all intermatch, which is why we're using the same company where you purchase them as a one source because they all tie together. So this would come out of the KI Maintenance fund, there's a little under 1.8 million in that fund right now.

- One point what?

- It's 1,792,200.25 is the balance in the KI Maintenance fund. This comes down, the skywalk windows will need to come out of that. So those are going to be done I think in the next couple of weeks,

which will be nice to have. And then we're also looking at, we looked at doing potentially the flooring in there and painting that skywalk area, and that would improve that entrance.

- That's kind of an entry into Green Bay.

- Exactly.

- So we'll probably be working with the Hyatt folks on that as well.

- But they changed the carpeting.

- And the door.

- Yeah.

- Move to approve.

- Second.

- Was that Melanie? Alder Dorff, sorry, Jim and Alder Dorff. Any other questions or comments? If not we shall vote. All right.

- [Lisa] It passed unanimously.

- Very good. Then Informational, all questions on the check register have been answered, anybody else have any questions or comments on the Finance Report? If not, the Director's report.

- [Kevin] All right. Two things, just procedural. Nothings been purchased, just process. So we'll talk with the Chairman afterwards. Just making sure, right, staff, usually prepares the agenda, just to make sure that the chair has the chance to review the agenda before it goes out. And we've kind of got a tight time frame when we put things together, but just making sure, right, that the chair or vice chair, if the chair's not available, making sure we're covering things that we need to at the meetings going forwards. So I'm just doing stuff. We're gonna start implementing in September. Adams Street, a lot. We reissued the request, or reached back out to the original firms that submitted proposals. Re-reviewed those internally with our projects team, up here on this floor, and then also on our City Mayor's development team. And at this point, we are recommending not moving forward with the proposal just based on some of the things that we saw in terms of size, scope, really, also further conversation we talked about just logistics and timing. We're gonna have our most popular parking lot downtown go out of commission for 18 to 24 months. And I know 120 spaces doesn't seem like a lot, but in terms of okay, now you've got the construction around there, there's a lot of things that we need to get our arms around first before doing that. And then also in addition just neither proposals we felt, that there's so little reliance on movement of the Bay Lake Building. And I think as we've discussed, we're not quite there yet. So we're gonna put that on the back burner, focus on the Associated lot. We've got a lot of properties and projects going on and maybe come back to that in a few months. But that is why you will not see that, you didn't see it on the agenda today and probably won't for at least another six months. Just informational thing. I know we own property all over the city. Gallow Park over on Broadway and Hubbard, we issued a hold harmless to allow a piano to be

put in there, so if you happen to stop by and see that little corner, there's a little peace in the park, if you want to sit down and tickle the ivories, you're welcome to do that now.

- Is it covered with something?

- It's an outdoor piano, so, I don't have, Chelsea, you got details on the piano.

- All I know is it is meant to be outdoors. It's not quite, they're painting I think tomorrow or Thursday, so it's not quite out there yet but they're working on it.

- And where did you say it was, I'm sorry.

- By the red sculpture at the corner of Broadway and Hubbard. That'll be there's a little tiny corner that just fits on the property. So it's not our property, but it's gonna be on our property, so it's just giving you an update on that. As far as, I kind of came up before, but something with the Planning Commission recommended approval last night that we go into Council, pretty soon maybe get an overhaul of our minimum parking requirements. We're drastically reducing if not eliminating a lot of those requirements. Really just, a few things. One, as Merge had mentioned, but especially in our downtown core, and then our developing commercial areas, we've been running against some challenges in terms of being able to provide minimum parking. But as a math guy, I don't think there's any fuzzier math that parking requirements. I mean, how they're calculated and just like let's drive out to a suburban plaza in the 1950s and see how many cars that are there. And if requirements, thankfully we didn't have an article a bit like one per whatever. Just all sorts of uses. Nonetheless, we really wanted to make sure that one, we were working with the development community really let the market dictate a little bit more in terms of what spaces are needed. Secondly in terms of just reducing the overall costs, especially for projects where you can share parking, right, there's a day time use and a night time use, and if they don't need to use their own parking lot, or in developments that are designed to be accessed by foot, bicycle, or transit, or in the downtown area, right, where you park once and then walk around a bunch of spots. You don't need everyone to have their own parking lot. And then just really to encourage density, and then to minimize the costs that come along for parking. And so, had a workshop with the Planning Commission in the summer. Got some feedback on that, and then really made the changes to proposal. Gone, no, there he is. Based on a request from Alder Johnson in terms of lending those, but I think just in terms of development, I think it's a good thing overall, especially for things we focus on, and redevelopment. It just gave a little more progressive in terms of simulating that. And then just on the docket for a meeting next week, special meeting after this, I'll get a packet out to you probably tomorrow, tax increment district hearings. They don't need a public hearing in all of our changes, but it's just good practice to do all that. We've got a lot of changes that we're proposing including an affordable housing resolution, or an affordable housing extension for a few of our TIDs, coupled then with shutting down a number of them early, as their termination date, making an amended extension to TID 14 which is the Rail Yard area, looking at an allocation or some allocations to wind down the University Heights, which is the business park. And then there'd be the creation of two new tax increment districts, one for the Shipyard and one for the Legends District. So there's a lot to cover. I know 17 items on the agenda, but we had to take each action separately. But still there's 10 TIDs that we're touching this year.

- For how long do you think it will be?

- That depends--

- Is there going to be time between that and this, City Council starts--
- Correct, oh, no, I think we'll go through the packet, and I'll condense and try and write very succinct reports. Also I put a back step on this. Broadway lofts is having a groundbreaking at 3:00 p.m. which they'd like us to attend. So I think some of them are pretty straight forward.
- We've reviewed all of these, though, haven't we?
- In the last meeting.
- Was it the last one, or two months ago?
- [Kevin] So you gave consent, we kind of went through and talked about, right, overall, the projects.
- The plan, yeah.
- [Kevin] You kind of know what's coming. And then we got authorization from Council to do all this, so there shouldn't be any surprises, it's sort of like the technical details of the projections for revenue and expenses, and the formal actions of what we're recommending Council, and whichever you've--
- But it's very similar to the finance reporting we saw on this a couple of months ago.
- [Kevin] So what we did then, kind of said what we were recommending there, yes.
- Kevin were you there for the meeting last week, you make it?
- Yep.
- Good. A quick question on the, across the street from the Associated Bank parking lot I see they're moving the animals and the sculptures and whatever. The bottom line, the County owns that one, right?
- No, so the County owns, I think the County doing statues. I think they're going to the--
- Heritage Hill.
- Heritage Hill.
- The Voyageur ones I think.
- So who owns that property then?
- Associated Bank owns it. Associated Bank owns it. They had an agreement with the county for the county to use some parking spaces.
- So Associated Bank owns--

- Associated owns this.
- All right. I just noticed some activity here.
- [Kevin] Yes.
- Any questions for the Mayor or Kevin, or anybody. Staff, others? We spoke to this morning. He says he's having a ball, he's enjoying his job, that's great.
- That's true.
- As I said, our next meeting's September 10th, which we normally would, but we're actually meeting next--
- [Kevin] A special meeting, yes, so a week from today, Tuesday the 20th at 1:30.
- I'll take a motion to adjourn then.
- Move to adjourn.
- Second.
- Second.
- All those in favor signify by saying aye.
- [All] Aye.



Examples of Other Percent for Art Programs

Location	Population	Date Adopted	% Allocated
Boise, Idaho	226,570	2001	1.4%

Statement of Purpose

In order to beautify public areas, enhance the quality of life for Boise citizens, attract tourism, promote city services and the purposes of participating departments through the use of public art, provide a mechanism to meaningfully involve citizens in the design of their environment, educate the public about city departments and public art, and encourage businesses to locate within the City, thus expanding Boise's economic base, it is the policy of the City of Boise to dedicate one percent (1%) of the total cost of all eligible capital improvement projects to fund art in public places in the City. Associated project management, maintenance and education costs will be funded through the regular City budget process, not to exceed four tenths of a percent (.4%) of the total cost of all eligible capital improvement projects.

Overview of Boise's Percent-for-Art program

"In 2001, the Boise City Council passed an ordinance directing that 1.4% of all capital project funds be set aside for the integration of public art into city facilities." Through the Percent-for-Art program, a concept popularized in cities across the U.S., professionally produced murals, performances, sculptures, mosaics, installations, and more are systematically integrated into the Boise Airport, Boise WaterShed, Foothills Learning Center, branch libraries, fire stations, throughout the city's magnificent parks, and integrated into the streetscapes throughout all areas of the City.

The Public Art Program Team facilitates project identification, artist selection and manages fabrication, installation, and maintenance of every piece. The public is involved in the process of creating the art—citizens serve on artist selection panels and offer public comment on artists' proposals and in turn have a direct impact on the growth and development of the City. In addition to the sizable Percent-For-Art portfolio, the Public Art Program Team manages public art projects on behalf of Capital City Development Corporation (CCDC) and public, private and community organizations for original public art, all contributing to a unique sense of place and vibrancy in Idaho's capital city.

Effects

Boise has an art collection consisting of over 800 pieces. Several projects within that collection were funded in part and fully because of the Percent for Art program. Looking forward Boise is set to expand their collection with 20+ new projects and 18 new traffic boxes. Public artwork will soon be available at the following locations: the James Castle House, a new exhibit at Zoo Boise, Broad Street Festival Block, temporary projects during Treefort Music Fest, City neighborhoods, and various other locations throughout the City.

To view Boise's public art collection visit:

<https://www.boiseartsandhistory.org/explore/collections/#!/search?collection=Public%20Art>

Location	Population	Date Adopted	% Allocated
Chapel Hill, North Carolina	59,862	2002	1%

Statement of Purpose

Findings and purposes.

(a) Expanding the opportunity for the citizens to experience public art will promote the general welfare of the community; and,

(b) Providing for art in public places will enhance the aesthetic quality of public buildings and spaces; and, (c) Supporting public art will further the objectives of the Town established in the Town's Comprehensive Plan.

(d) Enhancing the appearance of buildings and spaces provides benefits to the community by expanding the historical, cultural and creative knowledge of citizens.

(e) Providing art accessible to the public and to the users of Town buildings and parks will improve the quality of life in Chapel Hill, and more specifically will

- help define the community's identity and sense of place,
- promote social interaction and discourse,
- bring the arts into everyday life and
- memorialize the past while expressing shared values for the future.

A Percent for Public Art Program is hereby established to help define the community's identity and sense of place, promote social interaction and discourse, bring the arts into everyday life and memorialize the past while expressing shared values for the future.

Overview of Chapel Hill's Percent-for-Art program

In March 2002 Chapel Hill Town Council established the Town's Percent for Art Ordinance. This Ordinance allocates 1% of selected capital projects for the creation, fabrication/construction, installation, and maintenance of permanent works of public art. Funding for Percent for Art projects comes from each project's construction budget, which can include Federal, State, County, Town, and private support.

"Public art enriches our lives, helps define the unique and special qualities of Chapel Hill, and teaches us about each other. Through investment in public artworks, the Town of Chapel Hill is investing in its residents, its visitors, and its future. Percent for Art projects bring public art into the realm of daily life, accessible to all."

Effects

Since enacting the Percent For Art Ordinance in 2002, Chapel Hill has been able to fully fund nine (9) projects and partially fund seven (7) projects. These works of art can be found across the community's streets, parks and other public spaces.

To view Chapel Hill's completed Percent For Art projects visit: <https://www.townofchapelhill.org/town-hall/departments-services/public-and-cultural-arts/programs/percent-for-art/completed-projects>

Examples of Local Percent for Art Programs

Location	Date Adopted	Date Repealed	% Allocated
State of Wisconsin	1980	2011	.2%

Overview of State of Wisconsin's Percent-for-Art program

Wisconsin's Percent for Art Program was established in 1980 for the purpose of placing artwork in public settings, "helping to beautify our public buildings and urban environments, and draw attention to the wealth of artistic expertise within our region." Under the legislation for the program, two-tenths of one percent of the total construction budget for selected new state buildings or renovation projects was designated for the commission or purchase of artwork. Only state buildings with a high degree of public access were eligible for Percent for Art funding. The Wisconsin Arts Board was the agency responsible for administering the Percent for Art Program.

Wisconsin's Percent for Art Program was repealed by the Governor and Wisconsin State Legislature on July 1, 2011.

Effects

The program ran for 31 years and in that time over 130 art installations were commissioned through the state's Percent for Art Program.

To view Wisconsin's collection of Percent For Art projects visit:
<https://artsboard.wisconsin.gov/Pages/Creativity/Collection.aspx>

Location	Date Adopted	Date Effective	% Allocated
Madison, Wisconsin	October 2017	November 2019	1%

Overview of Madison, Wisconsin's Percent-for-Art program

Madison's Percent for Art Ordinance was signed into law in October 2017, and was written to take effect two years later. The Ordinance states that whenever the City invests in new capital projects consisting of more than \$5 million, 1% of the project budget will be set aside for public art projects. These funds can be used to create or integrate new pieces of public art into the construction/remodeling of a project or can be set aside for later use.

Effects

The effects of this funding are not yet realized, but will be evident in November 2019 when the City's 2020 projects are finalized. If the Percent for Art Program had taken effect immediately in Madison, it would have generated \$364,000 for new public art projects.



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

MEETING DATE

November 5, 2019

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # R.2.

To elect Kelli Strickland as Chair and Alex Zacarias as Vice Chair for the Green Bay Public Arts Commission.

BACKGROUND

The month of October has been established as the election month for the Green Bay Public Arts Commission to elect a new Chair and Vice Chair for the next year.

RECOMMENDATION

Election of a new Chair and Vice Chair for the upcoming year.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.I.

To receive and place on file the report by the Police Department of the 2019 3rd quarter serious injury and fatality crashes.

BACKGROUND

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

- I. 2019 THIRD QUARTER CRASH



GREEN BAY POLICE DEPARTMENT OPERATIONS DIVISION

Lieutenant Brad Strouf

Email: bradst@greenbaywi.gov

(920) 448-3217

2019 Third Quarter Serious Injury & Fatal Accident Report

19-215569

N. Broadway St. at Dousman St.

On Wednesday, 07-31-19 at 10:08pm, Green Bay Police Department officers were dispatched to N Broadway St. and Dousman St. for a truck vs. pedestrian crash. Witnesses reported the truck left the scene westbound on Dousman St. leaving the pedestrian unresponsive in the roadway.

A short time later, officers responded to a “reckless driver” complaint and located a pickup truck with damage consistent with the crash and ultimately arrested the driver, a 20 year old Green Bay man for OWI causing great bodily harm and Hit and Run causing great bodily harm for his involvement in the crash.

The victim, a 26 year old Green Bay resident was transported to a local hospital with life threatening injuries.

The Brown County Sheriff’s Department assisted with crash reconstruction.



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.2.

To refer to staff for a speed study of Skyline Boulevard between Finger Road and Hillside Lane.

BACKGROUND

The requested locations for SPEED LIMIT 25 signs are:

1. Southbound south of Hillside Ln at Preble Park playground north driveway
2. Southbound just north of Sunrise Ct
3. Southbound midpoint between Sunrise Ct and Finger Rd
4. Northbound about 1/3 between Finger Rd and Sunrise Ct
5. Northbound just south of Sunrise Ct
6. Northbound near Preble Park playground south driveway

The number of signs requested exceeds the normal number typically placed within a residential neighborhood. All connecting streets have a speed limit of 25, i.e., no change in speed limit entering Skyline Blvd. In review of existing speed limit sign locations in the neighborhood, few exist.

RECOMMENDATION

For the Traffic Engineer to provide the Preble Park Neighborhood Association President an application to the city's Neighborhood Traffic Calming Program.

FISCAL IMPACT

ATTACHMENTS

1. Petition and Communication - Traffic, Bike and Pedestrian 10-11-2019



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: _____

Request of Alderperson Craig L Stevens

Refer to: Traffic, Bike and Pedestrian

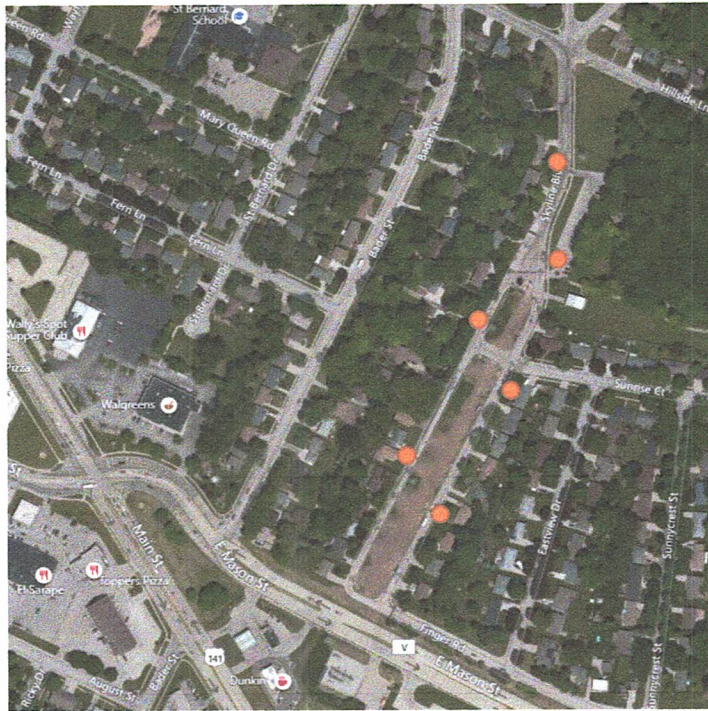
Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

Consideration with possible action on request by Peter Shedlosky, Preble Park Neighborhood President, to install Speed Limit signs along Skyline Blvd between Hillside Ln and Finger Rd.

The request would to have at least two signs on each side of Skyline Blvd within this area.

Attachments

Skyline Blvd – Green Bay WI Speed Limit Sign Request



● = Suggested Speed Limit
Placement Area





Traveling from Hillside Ln on Skyline Blvd



Traveling from Finger Rd on Skyline Blvd



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.3.

For the Police Department to consider enhanced speed enforcement on West Mason Street from Packerland Drive to Hillcrest Drive.

BACKGROUND

Traffic operates at acceptable levels of service within the subject segment of W Mason St. Reports of alleged difficulty for pedestrians to cross W Mason St at LaCount Rd have been received by the alder. Engineering measures within the past 2 years were made at that intersection including installing sidewalk, curb ramps, and high viz signed and marked crosswalks.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.4.

For DPW to paint a high visibility crosswalk markings crossing the east approach of West Mason Street at La Count Road in the Spring of 2020.

BACKGROUND

Traffic operates at acceptable levels of service within the subject segment of W Mason St. Reports of alleged difficulty for pedestrians to cross W Mason St at LaCount Rd have been received by the alder. Engineering measures within the past 2 years were made at that intersection including installing sidewalk, curb ramps, and high viz signed and marked crosswalks.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.5.

For DPW to install enhanced pedestrian crossing signs along West Mason Street approaching La Count Road before the Winter of 2019/2020 if it is legal.

BACKGROUND

Traffic operates at acceptable levels of service within the subject segment of W Mason St. Reports of alleged difficulty for pedestrians to cross W Mason St at LaCount Rd have been received by the alder. Engineering measures within the past 2 years were made at that intersection including installing sidewalk, curb ramps, and high viz signed and marked crosswalks.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.6.

For the Police Department to contact the Oneida Tribal Police requesting their speed enforcement assistance along West Mason Street from Packerland Drive to Hillcrest Drive.

BACKGROUND

Traffic operates at acceptable levels of service within the subject segment of W Mason St. Reports of alleged difficulty for pedestrians to cross W Mason St at LaCount Rd have been received by the alder. Engineering measures within the past 2 years were made at that intersection including installing sidewalk, curb ramps, and high viz signed and marked crosswalks.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.7.

To refer to staff to study the request to put in a crosswalk lighting system on East Mason Street at Hartung Street, similar to crosswalk lighting on South Webster Avenue at the hospitals, for the East River Trail crossing.

BACKGROUND

High viz crosswalk signs and markings exist at the intersection. It has been reported and documented that motorists lack compliance to pedestrian laws at this location.

In late 2018, TBPC and Common Council approved of the following items:

A. To receive and place on file the request to relocate the Hartung Street bike trail crossing of East Mason Street to Goodell Street due to safety concerns.

B. To refer to staff to investigate federal and/or state funding for an alternative crossing option such as a pedestrian bridge over East Mason Street connecting the East River Trail.

DPW staff forwarded this information onto the Parks Department for their information as a trail pedestrian bridge would be under their authority.

The recently approved citywide Safe Walk & Bike Plan recommends 3 options for this location:

Option 1: Construct a grade separated crossing of both the East River and Mason Street;

Option 2: Install a traffic signal at Hartung Street;

Option 3: Install a Pedestrian Hybrid Beacon and high visibility crosswalk near the trail access on the west

Options 1 and 3 are feasible but Option 2 is not since signal warrants likely would not be met.

There is one funding source recently made available by the state, that is, the Multimodal Local Supplement (MLS) program, where \$18 million in local projects up to \$3.5 million in cost may be eligible. Any of the above-mentioned recommended engineering projects may be eligible for this grant based on MLS information provided on their website.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.8.

To receive and place on file the request for the City of Green Bay to staff and employ an adult crossing guard at the intersection of Humboldt Road and Mount Mary Drive to assist Baird Elementary students to cross Humboldt Road.

BACKGROUND

Hazard Ratings (HR) for both Humboldt-Mount Mary and Humboldt-Laverne were calculated based on site conditions during the weeks of late September and early October.

HR, Mount Mary Drive, AM, ≤ 5.77

HR, Mount Mary Drive, PM, ≤ 8.57

HR, Laverne Drive, AM, ≤ 7.53

HR, Laverne Drive, PM, ≤ 9.24

Values must exceed 16.0 to warrant an adult crossing guard.

It was noted during the study that an adult crossing monitor, likely a school staff person, assisted children across the intersection as well as some parents and 2 vested students who also monitored west driveway access for bus only traffic. Additional engineering improvements to the Mount Mary crossing were made after the first field observation including installing high viz continental/ladder style crosswalk markings crossing Humboldt Rd and doubling up on the school crossing sign assemblies. A new time clock controller was also installed the flashing speed limit sign system.

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

1. Adult Crossing Guard Survey - Humboldt at Laverne
2. Adult Crossing Guard Survey - Humboldt at Mt Mary

City of Green Bay, WI

Adult Crossing Guard Survey

Date of study: October 7th, 2019

Students on: Laverne Crossing: Humboldt

Time of study: From : 8:40 AM To : 8:55

Hazard rating

Vehicles: 213 vehicles / 100 = 2.13 2.13

Pavement width: 46 feet / 10 = 4.6 4.6

Pedestrians

Up to 10 per group: 8 peds / 10 = 0.8

10 or more per group: peds / 100 = 0

Posted speed limit: MPH 0 0

Hazard Rating Range: 6.73 to 7.53

Students on: Laverne Crossing: Humboldt

Time of study: From : 3:30 PM To : 3:45 PM

Hazard rating

Vehicles: 214 vehicles / 100 = 2.14 2.14

Pavement width: 46 feet / 10 = 4.6 4.6

Pedestrians

Up to 10 per group: 25 peds / 10 = 2.5

10 or more per group: peds / 100 = 0

Posted speed limit: MPH 0 0

Hazard Rating Range: 6.74 to 9.24

Vehicle volume adjustment factors:

- 1) Traffic signals installed -- use 25% of vehicle volume
- 2) One-way street -- use 67% of vehicle volume
- 3) Median strip present -- use 50% of vehicle volume
- 4) Traffic signal installed on a one-way street -- use 16.67% of vehicle volume
- 5) Median strip present with traffic signal -- use 12.5% of vehicle volume

Posted vehicle speed point values:

25 MPH = 0 points, 30 MPH = 3 points, 35 MPH = 6 points, 40 MPH = 9 points, 45 MPH = 12 points

NOTE: The minimum hazard rating for which a crossing guard is warranted is 16.0 points. This criteria was adopted by the Traffic Commission and Common Council in November of 1964.

City of Green Bay - Traffic Division

100 N. Jefferson Street Room 300
Green Bay Wisconsin, 54301

Last Counted

File Name : Humboldt at Laverne

Site Code : 00000000

Start Date : 10/7/2019

Page No : 1

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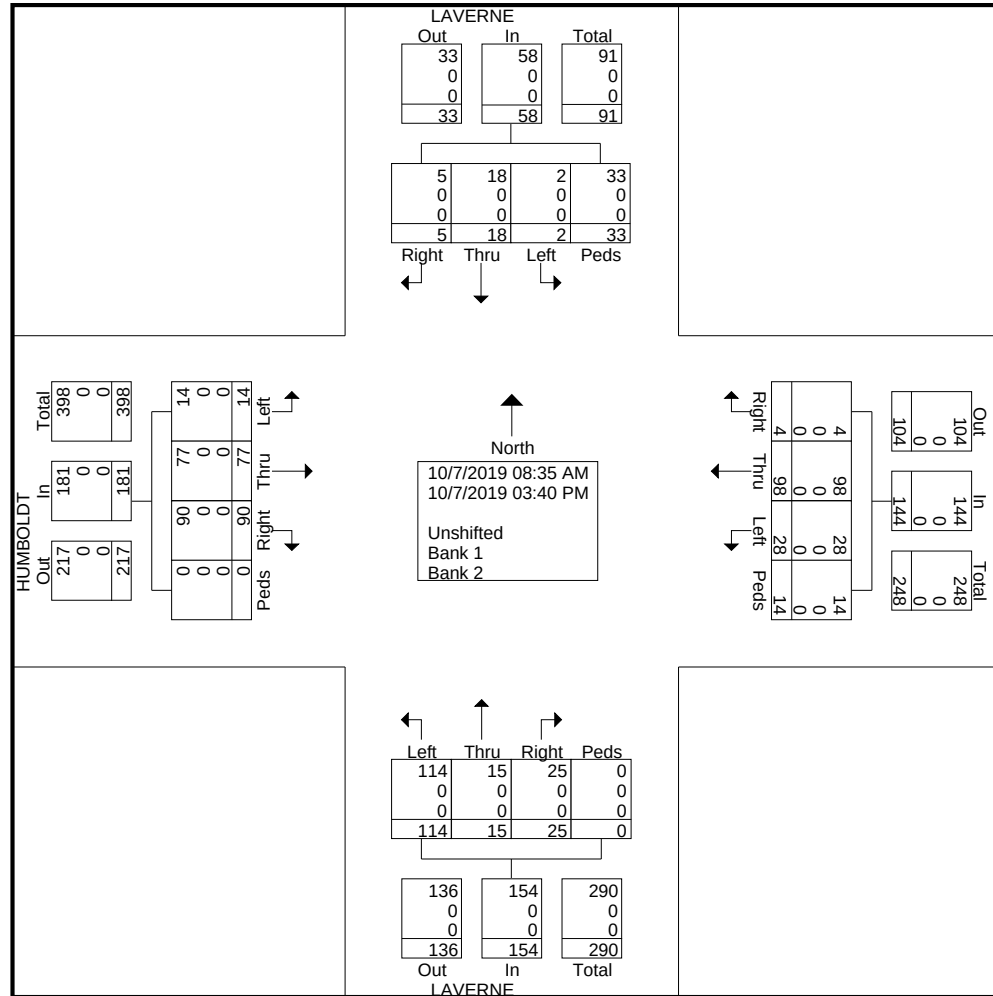
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City of Green Bay - Traffic Division

100 N. Jefferson Street Room 300
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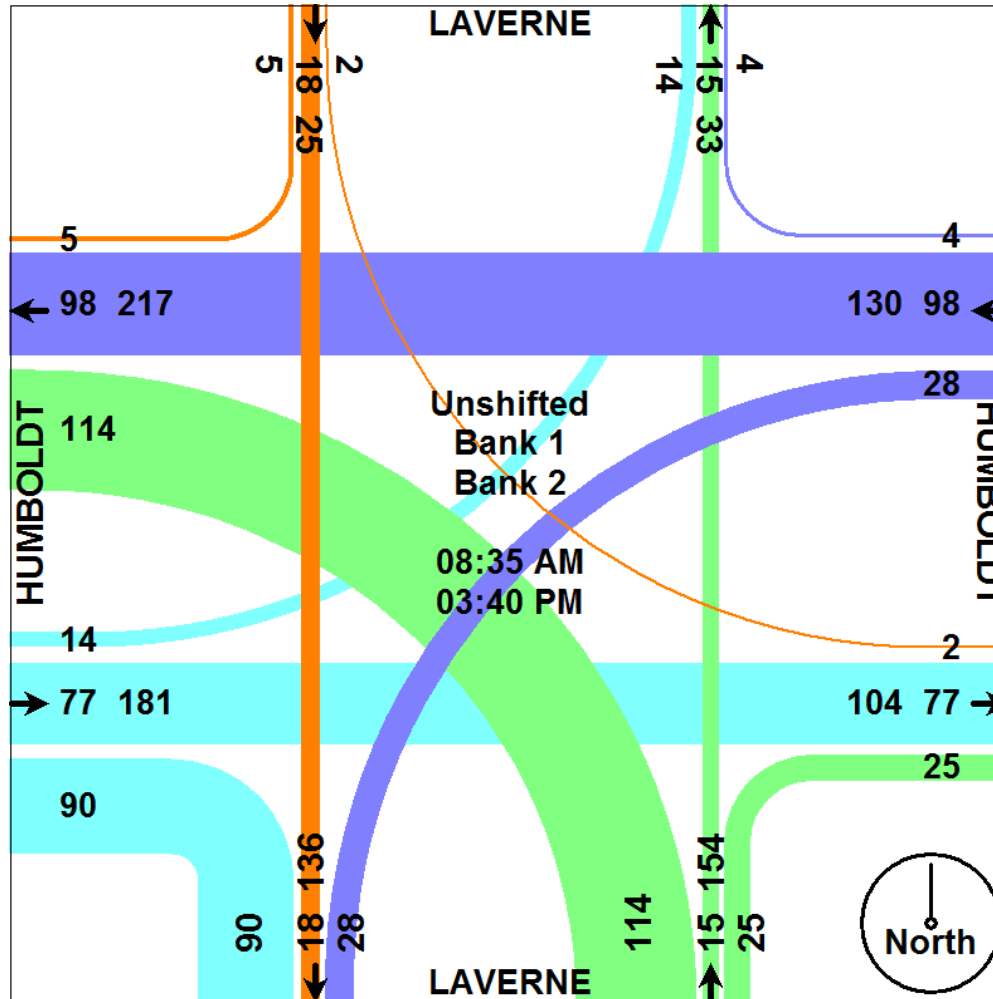


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100 N. Jefferson Street Room 300
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City of Green Bay - Traffic Division

100 N. Jefferson Street Room 300
Green Bay Wisconsin, 54301

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Site Code : 00000000
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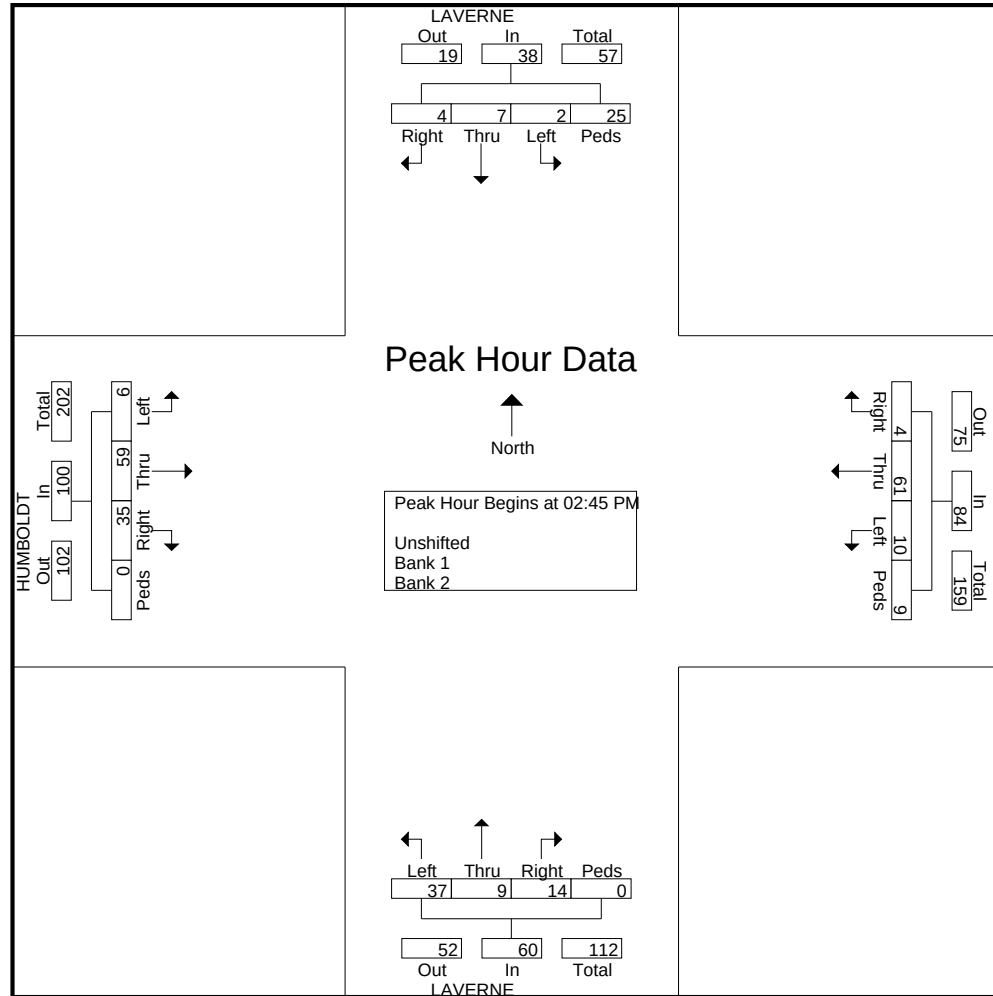
	LAVERNE From North					HUMBOLDT From East					LAVERNE From South					HUMBOLDT From West					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 08:35 AM to 03:40 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 02:45 PM																					
02:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:50 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:55 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:05 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:10 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:20 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:25 PM	1	4	0	3	8	1	11	2	0	14	4	0	3	0	7	15	10	0	0	25	54
03:30 PM	0	1	2	1	4	0	8	3	1	12	3	3	9	0	15	6	17	3	0	26	57
03:35 PM	1	1	0	15	17	2	17	4	5	28	3	2	10	0	15	4	14	3	0	21	81
03:40 PM	2	1	0	6	9	1	25	1	3	30	4	4	15	0	23	10	18	0	0	28	90
Total Volume	4	7	2	25	38	4	61	10	9	84	14	9	37	0	60	35	59	6	0	100	282
% App. Total	10.5	18.4	5.3	65.8		4.8	72.6	11.9	10.7		23.3	15	61.7	0		35	59	6	0		
PHF	.167	.146	.083	.139	.186	.167	.203	.208	.150	.233	.292	.188	.206	.000	.217	.194	.273	.167	.000	.298	.261

City of Green Bay - Traffic Division

100 N. Jefferson Street Room 300
Green Bay Wisconsin, 54301

Last Counted

File Name : Humboldt at Laverne
Site Code : 00000000
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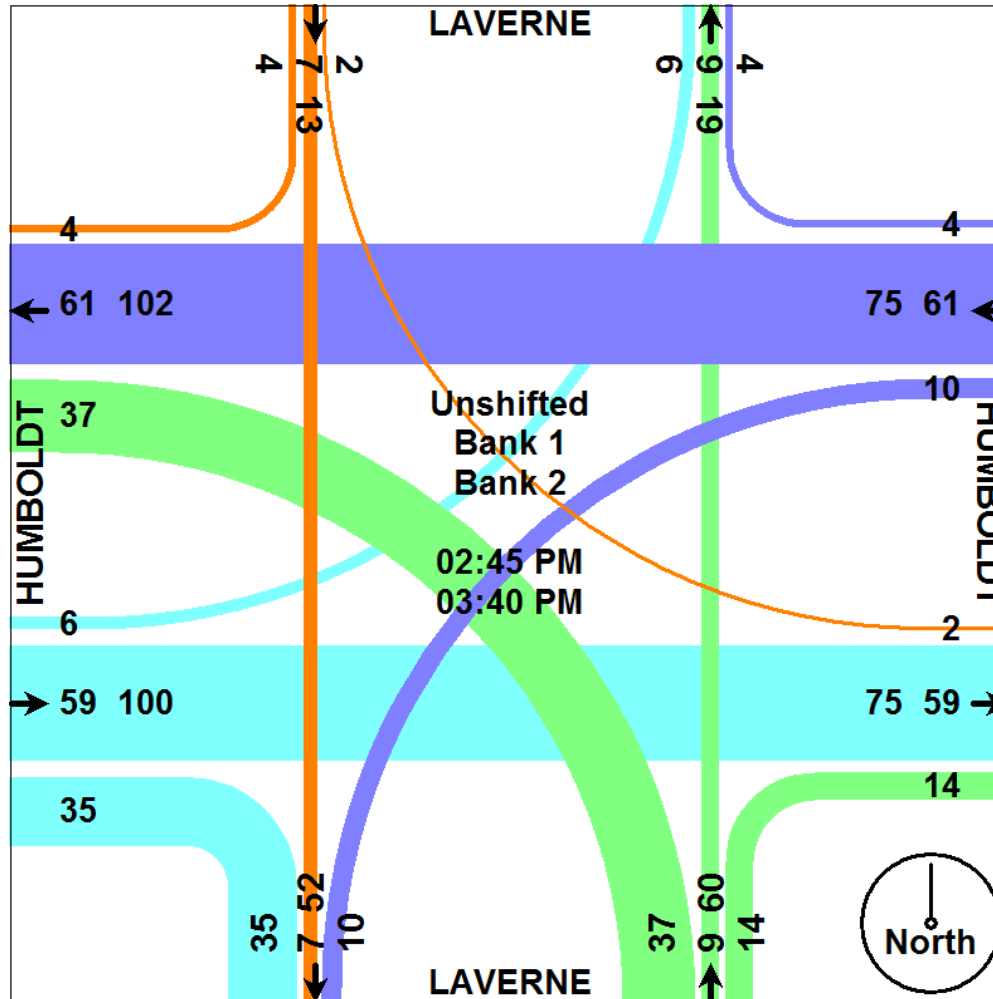


City of Green Bay - Traffic Division

100 N. Jefferson Street Room 300
Green Bay Wisconsin, 54301

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File Name : Humboldt at Laverne
Site Code : 00000000
Start Date : 10/7/2019
Page No : 6



City of Green Bay, WI

Adult Crossing Guard Survey

Date of study: September 30th 2019

Students on: Mount Mary Crossing: Humboldt

Time of study: From : 8:40 AM To : 8:55

Hazard rating

Vehicles: 97 vehicles / 100 = 0.97 0.97

Pavement width: 46 feet / 10 = 4.6 4.6

Pedestrians

Up to 10 per group: 2 peds / 10 = 0.2

10 or more per group: peds / 100 = 0

Posted speed limit: MPH 0 0

Hazard Rating Range: 5.57 to 5.77

Students on: Mount Mary Crossing: Humboldt

Time of study: From : 3:30 PM To : 3:45 PM

Hazard rating

Vehicles: 167 vehicles / 100 = 1.67 1.67

Pavement width: 46 feet / 10 = 4.6 4.6

Pedestrians

Up to 10 per group: 23 peds / 10 = 2.3

10 or more per group: peds / 100 = 0

Posted speed limit: MPH 0 0

Hazard Rating Range: 6.27 to 8.57

Vehicle volume adjustment factors:

- 1) Traffic signals installed -- use 25% of vehicle volume
- 2) One-way street -- use 67% of vehicle volume
- 3) Median strip present -- use 50% of vehicle volume
- 4) Traffic signal installed on a one-way street -- use 16.67% of vehicle volume
- 5) Median strip present with traffic signal -- use 12.5% of vehicle volume

Posted vehicle speed point values:

25 MPH = 0 points, 30 MPH = 3 points, 35 MPH = 6 points, 40 MPH = 9 points, 45 MPH = 12 points

NOTE: The minimum hazard rating for which a crossing guard is warranted is 16.0 points. This criteria was adopted by the Traffic Commission and Common Council in November of 1964.

City of Green Bay - Traffic Division

100 N. Jefferson Street Room 300
Green Bay Wisconsin, 54301

Last Counted

File Name : Humboldt at Mount Mary

Site Code : 00000000

Start Date : 9/30/2019

Page No : 1

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City of Green Bay - Traffic Division

100 N. Jefferson Street Room 300
Green Bay Wisconsin, 54301

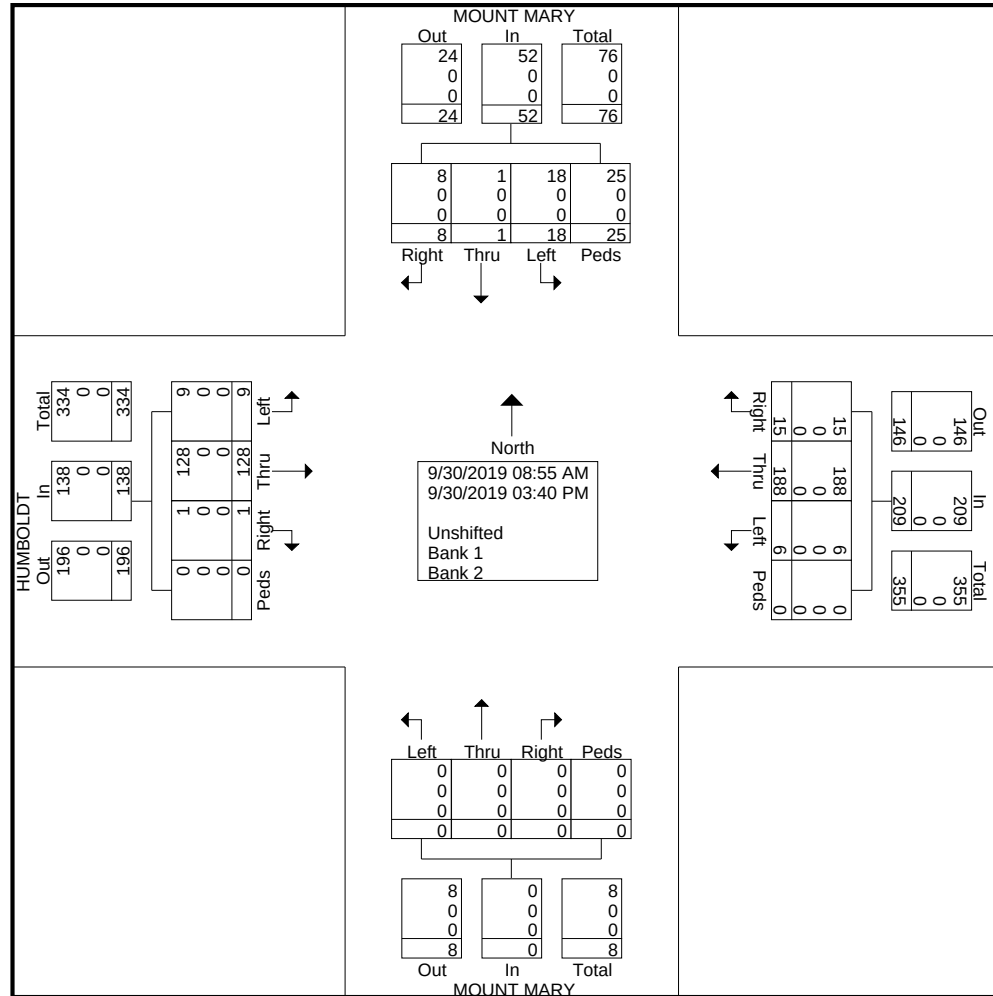
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File Name : Humboldt at Mount Mary

Site Code : 00000000

Start Date : 9/30/2019

Page No : 2

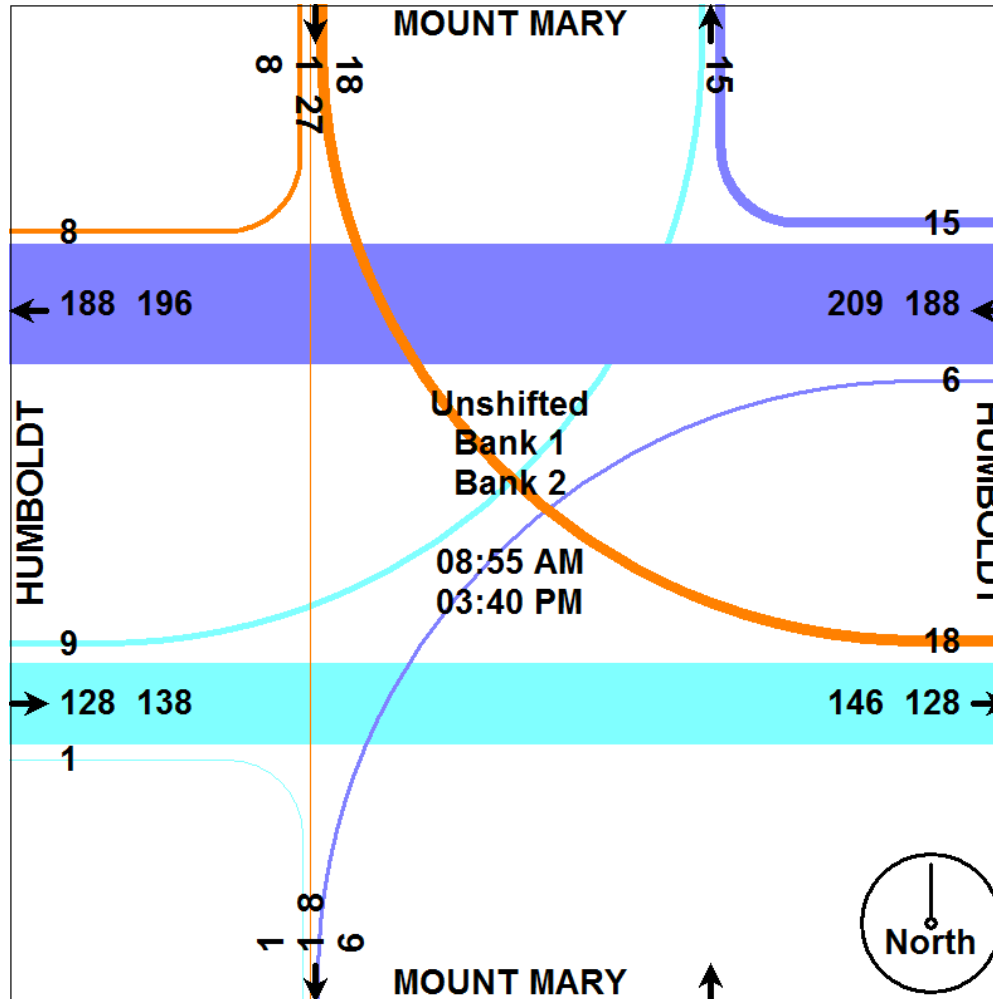


City of Green Bay - Traffic Division

100 N. Jefferson Street Room 300
Green Bay Wisconsin, 54301

Last Counted

File Name : Humboldt at Mount Mary
Site Code : 00000000
Start Date : 9/30/2019
Page No : 3





Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.9.

To receive and place on file the documented speed study along Gross Avenue from 6th Street to Gross Court North.

BACKGROUND

See attached study report.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. M speed study Gross Ave (6th St – Gross Ct) 2019.djah

MEMORANDUM



Department of Public Works | Traffic Division

To: Traffic, Bicycle, & Pedestrian Commission
Public Works Director Steven Grenier, P.E.

From: Traffic Engineer David J.A. Hansen, P.E., PTOE

Re: **Speed Study, Gross Avenue (6th St - Gross Ct)**

Date: Friday, October 18, 2019

This memorandum serves as my response to the Traffic, Bicycle, & Pedestrian Commission motion at the Mon Aug 19, 2019 meeting to postpone the request by Ald. Johnson to look at speed control measures near the 800 block of Gross Avenue.

This memo will be presented at the Mon Oct 21, 2019 Traffic, Bicycle, & Pedestrian Commission meeting.

Existing Site Conditions

The segment of Gross Ave from 6th St to Gross Ct is located on the west side of the City of Green Bay in Aldermanic District 9 (Ald. Brian Johnson). See Figure 1 for General Location and Figure 2 for a neighborhood view of the corridor.

Figure 1 – General Location

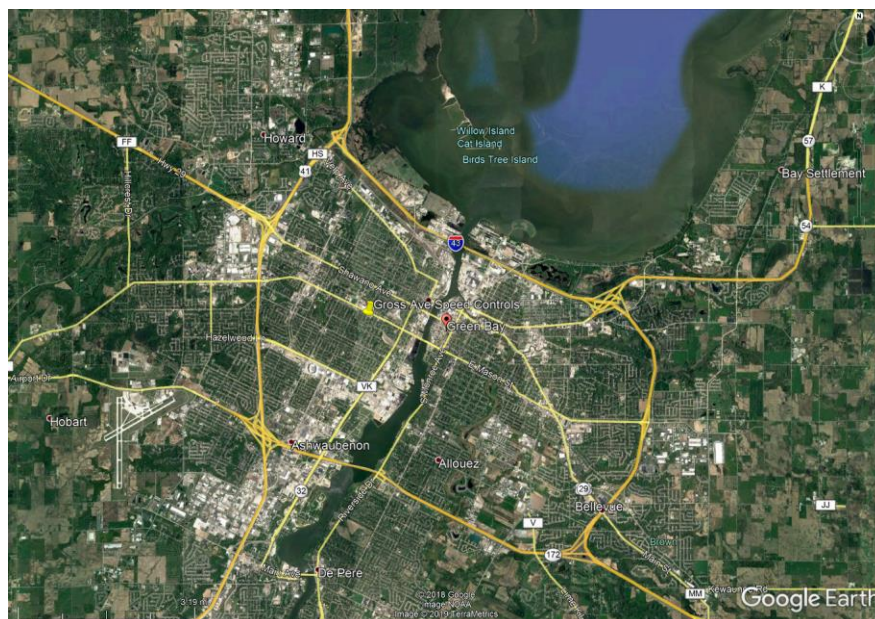
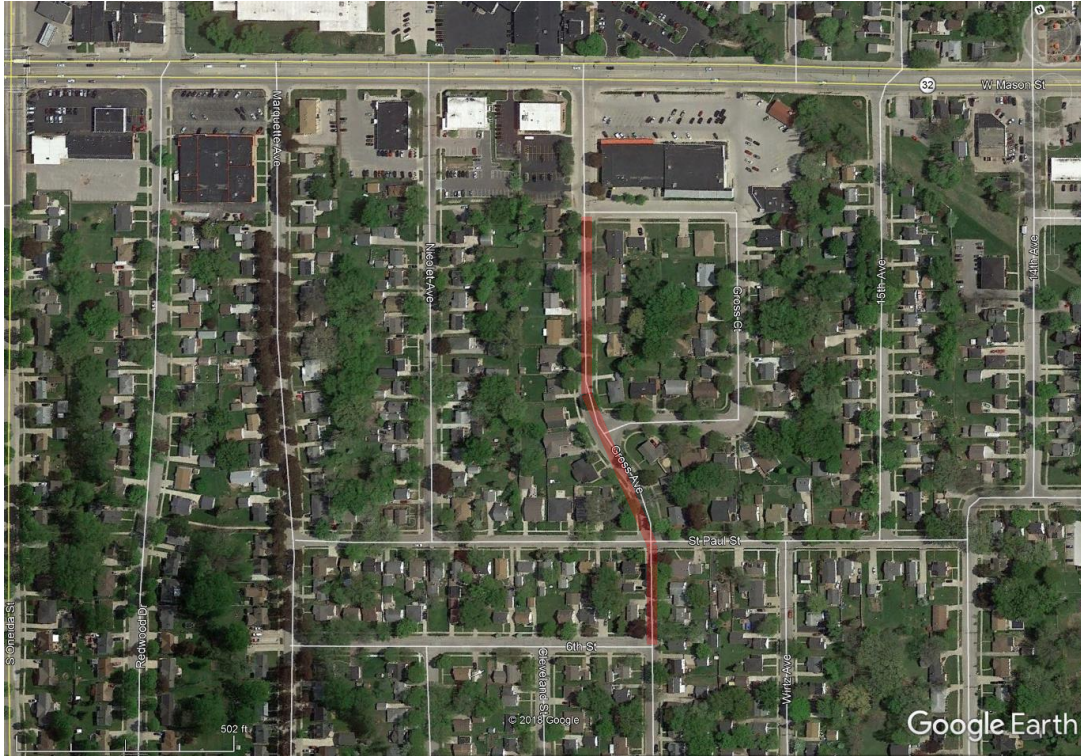


Figure 2 – Neighborhood View



Gross Ave is an urban local residential street. The posted speed limit is 25 mph. Properties abutting the roadway are single residential homes. Sidewalk exists along both sides of Gross Ave. The roadway has an asphaltic concrete surface and curb and gutter. Clear roadway width varies between 30-34 feet. It consists of up to 1-10 ft travel lane and 1-7 ft parking lane in each direction. Centerline is painted as two solid double yellow lines (no passing zone) from Gross Ct N through the S curve to 6th St.

Parking is unrestricted except for a NO PARKING zone on the west side of Gross Ave from St Paul St to 6th St.

The T-intersections of Gross Ave at Gross Ct N, at Gross Ave S, and at 6th St are controlled by 1-WAY STOP conditions. St Paul St at Gross Ave is a 2-WAY STOP condition. All side streets access a residential neighborhood comprising of single family homes.

Total corridor length is 1,000 ft. Street lighting exists along Gross Ave and at its intersections with a total of 4 lights; all are 9,000 lumen lights except one at Gross Ct S which is a 14,000 lumen light. Photos in Figures 3a-3f show the study area and count locations.

Figure 3a – Northbound Gross Ave approaching St Paul St (near count location)



Figure 3b – Southbound Gross Ave approaching St Paul St (near count location)



Figure 3c – Northbound Gross Ave approaching Gross Ct S (near count location)



Figure 3d – Southbound Gross Ave approaching Gross Ct S (near count location)



Figure 3e – Northbound Gross Ave approaching Gross Ct N (near count location)



Figure 3f – Southbound Gross Ave approaching Gross Ct N (near count location)



Existing speed control measures are in place. These include a Horizontal Alignment warning sign (W1-3) with Advisory Speed plaque (W12-1p) in each direction in advance of the two curves on Gross Ave as well as a painted double yellow centerline through the curves. The extensive tree canopy also serves as a traffic calming measure.

Crash History

No crashes occurred within the corridor in the past 5 years.

Vehicle Speeds and Traffic Volumes

Weekday & weekend vehicle speeds and volumes collected from Wed Aug 21 through Mon Aug 26, 2019. Count locations are shown in Figure 5 and vehicle speeds are summarized in Table 1.

Figure 5 – Count Locations



Table 1 –Vehicle Speed and Volume Summary, Gross Ave (6th St to Gross Ct N)

Day	Average (mph)	50% Speed (mph)	85% Speed (mph)	95% Speed (mph)	Lower Pace (mph)	Upper Pace (mph)	% Vehicles in Pace	Daily Vol (veh)
Weekday	24	25	30	32	21	31	74%	1012
Weekend	23	25	29	32	20	30	74%	867
All	24	25	30	32	21	31	74%	960

Review of the Existing Posted Speed Limit 25 MPH

State Statute 346.57 assigns speed limits to street classifications and also describes the authority to change said limits. Gross Ave is classified as a residential street, and can be described as being inside the corporate limits of a city. Local governments per State Statute 349.11 have the authority to raise the speed limit to 55 mph or less, or lower the speed limit by 10 mph or less. Although there is no request at this time to modify the speed limit of Gross Avenue, it is a good reference to determine what the appropriate speed limit should be based on engineering criteria. The U.S. Department of Transportation, Federal Highway Administration, developed a web-based tool, USLIMITS2, designed to help practitioners set reasonable, safe, and consistent speed limits for specific segments of roads. Data such as 50th and 85th percentile speed, roadway characteristics, route type, number of access points, pedestrian and bike activity, and crash history among others are used to assist engineers in recommending an appropriate maximum speed limit for specific conditions on a road section. Speed zoning report for Gross Ave is summarized in Figure 6.

Figure 6 – USLIMITS2 Speed Zoning Report for West Point Rd

USLIMITS2 Speed Zoning Report

Project Name: Gross Avenue Speed Study

Analyst: David Hansen

Date: 09-10-2019

Basic Project Information

Project Number: 1
Route Name: Gross Avenue
From: Hickory Hill Drive
To: West Mason Street
State: Wisconsin
County: Brown County
City: Green Bay city
Route Type: Road Section in Developed Area
Route Status: Existing

Crash Data Information

Crash Data Years: 5.00
Crash AADT: 960 veh/day
Total Number of Crashes: 0
Total Number of Injury Crashes: 0
Section Crash Rate: 0 per 100 MVM
Section Injury Crash Rate: 0 per 100 MVM
Crash Rate Average for Similar Roads: 292
Injury Rate Average for Similar Roads: 72

Roadway Information

Section Length: 0.33 mile(s)
Statutory Speed Limit: 25 mph
Existing Speed Limit: 25 mph
Adverse Alignment: Yes
One-Way Street: No
Divided/Undivided: Undivided
Number of Through Lanes: 2
Area Type: Residential-Subdivision
Number of Driveways: 36
Number of Signals: 0

Traffic Information

85th Percentile Speed: 30 mph
50th Percentile Speed: 25 mph
AADT: 960 veh/day
On Street Parking and Usage: Not High
Pedestrian / Bicyclist Activity: Not High

Project Description: Collect and evaluate existing speeds on this residential street.

Recommended Speed Limit:



Note: Sections with adverse alignments may need specific 'advisory speed warnings' which may be different from the general speed limit for the section. See [Procedures for Setting Advisory Speeds on Curves](#), Publication No. FHWA-SA-11-22, June 2011, for more guidance.

Disclaimer: The U.S. Government assumes no liability for the use of the information contained in this report. This report does not constitute a standard, specification, or regulation.

Discussion

Weekday and weekend speeds only varied slightly. All summarized values were the same except for the average speed was lower by 1 mph over the weekend (23 mph v. 24 mph), the 85th percentile speed was lower by 1 mph over the weekend (29 mph v. 30 mph), and the pace 10-mph interval (range of speeds that covers the highest number of observations from the data set) was lower by 1 mph over the weekend (20-30 mph v. 21-31 mph). Daily volumes also dropped during the weekend (867 v. 1,012 vehicles per day). Percent vehicles in the pace remained the same at 74% from weekday to weekend. A normal pace distribution would include approximately 70% of observed vehicles within the pace with approximately 15% of observed vehicles below the pace and 15% of observed vehicles above the pace. Typically, the 85th percentile speed is at or near the upper limit of the pace.

The City adopted a Neighborhood Traffic Calming Policy in 2007. As part of that policy, speed thresholds were established to identify roadways that may need traffic calming treatments to reduce motorists' speeds. More specifically, if 15% of the vehicles driving on the roadway are traveling at speeds above 32 miles per hour (20 mph for alleyways), or if 5% of the vehicles driving on the roadway are traveling at speeds above 35 miles per hour (25 mph for alleyways), then the street would be eligible for Traffic Calming. These speed thresholds were not exceeded on Gross Avenue meaning if the street were being considered for traffic calming measures, it would not qualify.

Speed limits are selected to balance travel efficiency versus safety. It can be argued that a rational speed limit is one that is safe, that most people consider appropriate, that will protect the public, and can be enforced. From an engineering perspective, existing speed control measures are in place. Again, these include a Horizontal Alignment warning sign (W1-3) with a 20-mph Advisory Speed plaque (W12-1p) in each direction in advance of the two curves on Gross Ave as well as a painted double yellow centerline through the curves. The extensive tree canopy also serves as a traffic calming measure.

Conclusions

Additional engineering measures to reduce motorists' speeds are not needed along Gross Avenue.

Recommendations

1. To receive and place on file the documented speed study along Gross Ave from 6th Street to Gross Court North.
2. To continue Police Department enforcement of the posted speed limit of 25 mph along Gross Avenue from 6th Street to Gross Court North.



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # S.I I.

To receive and place on file the request to address chronic complaints regarding speeding on 12th Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.12.

To remove the NO PARKING zone on the north side of Pine Street from Adams Street to a point of 120 feet west of Madison Street.

BACKGROUND

RECOMMENDATION

To remove the NO PARKING zone on the north side of Pine Street from Adams Street to a point of 120 feet west of Madison Street.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.13.

To establish and adopt by ordinance a NO PARKING zone on the north side of Pine Street from Adams Street to a point of 50 feet east of Adams Street.

BACKGROUND

RECOMMENDATION

To establish and adopt by ordinance a NO PARKING zone on the north side of Pine Street from Adams Street to a point of 50 feet east of Adams Street.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.14.

To establish and adopt by ordinance a NO PARKING 15-MINUTE LOADING ONLY zone on the north side of Pine Street from a point 50 feet east of Adams Street to a point 160 feet east of Adams Street.

BACKGROUND

RECOMMENDATION

To establish and adopt by ordinance a NO PARKING 15-MINUTE LOADING ONLY zone on the north side of Pine Street from a point 50 feet east of Adams Street to a point 50 feet east of Adams Street to a point 160 feet east of Adams Street.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 5, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.15.

To establish and adopt by ordinance a NO PARKING zone on the north side of Pine Street from a point 160 feet east of Adams Street to a point 120 feet west of Madison Street.

BACKGROUND

RECOMMENDATION

To establish and adopt by ordinance a NO PARKING zone on the north side of Pine Street from a point 160 feet east of Adams Street to a point 120 feet west of Madison Street.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # U.I.

To approve the report on the purchase of 22 vehicles for various City Departments off of the 2019 State of Wisconsin Vendornet Contract for \$700,232.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 10-8-19 FIN Mtg Vehicles



CITY OF GREEN BAY - PURCHASING DIVISION

TO: Finance Committee
FR: Rick Jensen, Purchasing Manager
DT: October 9, 2019
RE: Purchasing Report
Cc: Diana Ellenbecker, Pam Manley

Report of the Purchasing Manager:

1. Report on the purchase of 22 vehicles for various City Departments off of the 2019 State of Wisconsin Vendornet Contract for \$700,232.
2. Request pre-approval to purchase new cars and light trucks that have been approved in the 2020 City budget through the State of Wisconsin Vendornet Contract, and report the results back to the Finance Committee after the purchases have been made.

The following purchases have been publicly and competitively offered:

Finance Committee - Report of the Purchasing Manager				
DESCRIPTION	FUNDING SOURCE	AWARDED VENDOR	RESPONSES	\$ AMOUNT
Report of Vehicles Purchased from State of Wisconsin Contract	Various	State Contract #505ENT-M19- 2019VEHICS-00	2	\$700,232



CITY OF GREEN BAY - PURCHASING DIVISION

To: Finance Committee Members
 From: Rick Jensen, Purchasing Manager
 Date: October 8, 2019
 Subject: 2019 State Contract Vehicle Purchases

Below is a recap of 22 vehicles purchased off of the State of Wisconsin Vehicle Contract in 2019. All of these vehicles were approved in the 2019 City Budget/Bonding. The State program utilizes a public and competitive bidding process and awards are made to the lowest vendors by make and model.

This year a total of 668 vehicles were bid for State agencies, and bids were received from two vendors.

Dept.	Vehicle Description	Dealer	Date	P.O.#	Qty	Price
DPW – Operations West	1 – 2019 2500 Dodge Ram Pickup	Ewald Motors of Oconomowoc	3/21/19	1900033	1	\$32,152
DPW – Operations West	1 -2019 Ford Transit Van	Ewald Hartford Ford	4/17/2019	1900048	1	\$38,010
Parks	1 – 2020 Dodge Ram 2500 Pick-Up	Ewald Motors of Oconomowoc	8/6/2019	1900117	1	\$34,816
Parks	1 – 2020 1500 Chevrolet Silverado Pick-up	Ewald Chevrolet Buick	8/29/2019	1900133	1	\$28,678
Parks	1 – 2019 2500 Dodge Ram Pickup	Ewald Motors of Oconomowoc	8/29/19	1900134	1	\$27,792
Parks	1 – 2019 2500 Dodge Ram Pickup	Ewald Motors of Oconomowoc	8/29/2019	1900135	1	\$27,559
Police	1- 2020 Chevrolet Tahoe	Ewald Motors Chevy Buick	9/27/2019	1900151	1	\$36,906
Police	5-2020 Ford Utility Interceptors	Ewald Hartford Ford	9/27/2019	1900152	5	\$168,715
Police	5-2020 Ford Utility Interceptors HYBRID	Ewald Hartford Ford	9/27/2019	1900153	5	\$185,640
Police	2-2020 Dodge Ram 1500	Ewald Motors of Oconomowoc	9/27/2019	1900154	2	\$48,280
Police	2-2020 Chevrolet Equinox	Napleton Chevrolet Buick	9/31/2019		2	\$45,710
Police	1-Promaster 3500 Swat	Ewald Motors of Oconomowoc	10/3/2019		1	\$25,974
TOTAL						\$700,232



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # U.2.

To approve the purchase of new cars and light trucks that have been approved in the 2020 City budget through the State of Wisconsin Vendornet Contract, and report the results back to the Finance Committee after the purchases have been made.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # U.3.

To approve the request by Department of Public Works to amend parking lot lease between Georgia Pacific and City of Green Bay for property adjacent to west side garage.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. GEORGIA PACIFIC PARKING LOT LEASE - AMENDED



Georgia-Pacific Consumer Operations LLC
Law Department

133 Peachtree Street NE (30303-1847)
P.O. Box 105605
Atlanta, Georgia 30348-5605
(404) 652-5881
(404) 584-1461 fax
www.gp.com

September 27, 2019

VIA FEDEX

City of Green Bay
100 N. Jefferson St.
Room 300
Green Bay, Wisconsin 54301
Attn: Director of Public Works

Re: Amended and Restated Parking Lot Lease dated April 1, 2006 (the "Lease") between Georgia-Pacific Consumer Operations LLC, as successor to Fort James Operating Company ("Lessor") and City of Green Bay, Wisconsin ("Lessee")

Dear Director:

This letter shall serve as Lessor's notice of termination in accordance with Paragraph 5 of the Lease such that the Lease shall terminate effective at 11:59 p.m. on March 31, 2020.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Ann D. Fuller
Paralegal – Real Estate

cc: Jeremy Hilsman (via email)

FIRST AMENDMENT TO AMENDED AND RESTATED PARKING LOT LEASE

THIS FIRST AMENDMENT TO AMENDED AND RESTATED PARKING LOT LEASE (this "**Amendment**") is entered into as of the ____ day of September, 2019, by and between **GEORGIA-PACIFIC CONSUMER OPERATIONS LLC**, a Delaware limited liability company, as successor to Fort James Operating Company, a Virginia corporation, ("**Lessor**") and **CITY OF GREEN BAY, WISCONSIN**, a Wisconsin municipal corporation, acting by and through its authorized representative ("**Lessee**"):

RECITALS

A. Lessor and Lessee are parties to that certain Amended and Restated Parking Lot Lease dated April 1, 2006 (the "**Lease**").

B. Lessor terminated the Lease effective March 31, 2020 in that certain notice letter dated September 27, 2019 (the "**Termination Notice**").

C. Lessor and Lessee acknowledge and agree that the Termination Notice has been rescinded and that the parties desire to amend the Lease as provided herein.

D. All references herein and in the Lease to "this Lease", "this Agreement", "herein", "hereby", and the like shall mean the Lease as amended by this Amendment.

AGREEMENT

In consideration of the mutual covenants of the parties contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Lease as follows:

1. **Defined Terms.** Defined and capitalized terms in this Amendment will have the same meaning as defined and capitalized in the Lease, unless otherwise indicated in this Amendment.

2. **Rescission.** Lessee hereby rescinds the delivery of its Termination Notice and Lessor hereby acknowledges, agrees and accepts such rescission such that the Termination Notice shall be null and void and of no further force and effect.

3. **Rent.** Commencing on April 1, 2020, Lessee shall pay rent monthly in the amount of ONE HUNDRED SIXTY-SIX AND 67/100ths Dollars (\$166.67) on or before the 1st day of each calendar month.

4. **Term; Renewal.** Notwithstanding anything to the contrary in Section 4 of the Lease, Lessor and Lessee hereby agree that commencing on April 1, 2020, the Term of this Lease shall be on a month-to-month basis.

5. **Right to Terminate.** Notwithstanding anything to the contrary in Section 5 of the Lease, Lessor and Lessee hereby agree that either party shall have the right to terminate this Lease at any time upon providing thirty (30) days prior written notice to the other party, which shall state the effective date of termination.

6. **Miscellaneous.**

(a) **Ratification.** Except as expressly amended herein, the terms, covenants and conditions of the Lease shall remain in full force and effect without modification or amendment, and the parties hereto ratify and reaffirm the same in its entirety. The term "**Lease**" shall mean the Lease as amended by this Amendment.

(b) **Entire Agreement.** The Lease, as amended by this Amendment, contains the entire agreement of the parties with respect to the subject matter thereof and hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in the Lease, as amended by this Amendment, shall be of no force or effect.

(c) **Conflict.** In the event of a conflict between the terms of this Amendment and the Lease, the terms of this Amendment shall control.

(d) **Multiple Counterparts.** This Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one Amendment.

(e) **Facsimile or PDF Signatures.** For purposes of this Amendment, signatures delivered by facsimile or as a PDF attached to an e-mail shall be as binding as originals upon the parties so signing.

(f) **Headings.** The use of headings, captions and numbers of the contents of particular sections are inserted only for the convenience of identifying and indexing various provisions in this Amendment and shall not be construed as a part of this Amendment or as a limitation on the scope of any of the terms or provisions of this Amendment.

(g) **Parties.** This Amendment shall be binding upon the parties hereto and their respective successors and permitted assigns.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS TO THE FOREGOING, the parties have set their hands effective as of the day and year set forth above.

LESSOR:

**GEORGIA-PACIFIC CONSUMER
OPERATIONS LLC**, a Delaware limited liability
company

By: _____
Name: Michael E. Cruz
Title: Vice President – Real Estate

LESSEE:

CITY OF WISCONSIN, a municipal corporation

By: _____
Name: _____
Title: _____



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # U.4.

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

a. Administrative Clerk – Parks, Recreation and Forestry

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 10.29.19
2. Administrative Clerk - R. Boncher 12.19.19

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Sarah Fidler
Human Resources Generalist

Re: Request to Fill Vacant Position

Date: October 29, 2019

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 reports are attached.

- Administrative Clerk – Replacement position due to the retirement of Roxanne Boncher effective December 19, 2019. Salary range: \$17.30 - \$18.82 per hour.

**Position Fill Request
Justification Report**

(10/4/2019)

Position Title: Administrative Clerk

- 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 result of the retirement of Roxanne Boncher on December 19, 2019.

- 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 funded in the 101 budget. The salary range advertised will be Grade D Step 1 – 4, \$17.30-18.82
- 3. Please list the functions and any special information regarding this position.**
This position is located in the Park and Recreation Department and provides administrative support to 7 Divisions. This position provides customer service to the public by taking all reservations for rentals, program registration, event registration, via phone and in person at the front counter.
- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
This position generates all of the revenue for our department for rentals, events, catering, and program participation.
- 5. Please explain why current staff is unable to absorb duties of this position.**
Our department has a total of 2 clerks to provide all of the administrative support for our staff as well as for the general public's participation in programming and rentals.
- 6. If duties of position are presently being done, how are they done?**
Duties are performed by 2 clerks Monday through Friday by providing customer service through a very busy phone system as well as providing customer assistance through our reservation system and park mail system. Additionally our counter service is provided for walk-in customers.

- 7. What service would be reduced or eliminated if this position is not filled?**
Customer service would be dramatically affected for all our internal and external Customer's, as well as administrative support for our 7 Divisions.
- 8. What are the alternative methods and costs of accomplishing the work?**
Originally the support provided by this position was performed by 4 clerks. Throughout the last few years we have had a reduction of staff and the duties are now performed by 2 clerks. There are no known alternative methods that could take over these duties with the level of service that is currently provided.
- 9. Are there union issues?**
There are no union issues.
- 10. Other supporting comments.**
This position is critical in supporting the high volume of customer reservations and program participation for all of our Green Bay residents. It directly supports customer participation as well as work requests for all tree related calls and customer requests for 60+ parks throughout the City of Green Bay. Reservations will open on January 2, 2020 for the 2020 fiscal year, it is requested that this position be filled NLT 9 December 2019 in order to properly train the employee prior to receiving the extremely high volume of calls starting in January, and the preparation necessary to ensure leagues are ready prior to spring.



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

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # U.5.

To approve the request for 2020 reclassifications during the individual departments 2020 budget approval.

BACKGROUND

RECOMMENDATION

To discuss during the individual departments 2020 budget approval.

FISCAL IMPACT

ATTACHMENTS

- I. 2020 JFP mtg reclassifications from HR - revised

MEMORANDUM



Human Resources Department

To: Joint Finance/Personnel Committee

From: Joseph W. Faulds
Human Resources Director

Re: 2020 Reclassifications

Date: October 29, 2019

This year's budget includes positions from various departments that are being reclassified. Attached to the Joint Finance/Personnel Packet are memos that outline the responsibilities of the positions and the fiscal impact on the budget. The attached memos are for the following positions:

- Information Technology Director (Information Technology and Services)
- Assistant Information Technology Director (Information Technology and Services)
- Diversity and Inclusion Coordinator (Human Resources)
- Housing Administrator (Community and Economic Development)
- Assistant Parks Director (Parks, Recreation and Forestry Construction)

If there are any questions about the positions, then the recommendation for the Committee is to discuss these positions when they come up during the discussion of each individual department that corresponds with the reclassified position.

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Joseph W. Faulds
Human Resources Director

Re: Request to Create Information Services Department

Date: October 29, 2019

RECOMMENDATION

- I. The Human Resources Department along with Administrative Services recommends to create an Information Technology and Services Department. As of now, the Information Services division is included in the Administrative Services Table of Organization and Budget. The recommendation will create an Information Technology and Services Department and Budget separate from Administrative Services. The following reclassifications to the Information Services Department are recommended:
 - A. Reclassify the IT Administrator from Pay Grade P (\$85,945-\$101,108) to IT Director at Pay Grade R (\$101,483-\$119,392). The effective start date will be January 1, 2020.
 - B. Reclassify the Systems Analyst Position from Pay Grade J (\$31.66- \$25.49) to an Assistant IT Director position at Pay Grade M (\$72,612-\$85,446). The start date will be January 1, 2020.

BACKGROUND

- II. The Information Services Division is currently part of the Administrative Services Department. The Human Resources Department and the Administrative Services Department have evaluated this division and would like to remove the Information Services Division from the Admin. Services Department and create an Information Technology and Services Department. One reason to create the Information Technology and Services Department is IT is integral to almost every aspect of our personal and work lives and creating the department shows the City is committed to incorporating IT with all of its operations. Specifically, it allows the Mayor to directly oversee the IT Department and work with the IT Director to further integrate IT with all City departments and operations.

Moreover, creating an IT Department helps the City work towards being a “smart city.”

Many cities across the nation are becoming “smart cities” by using technology to derive data from infrastructure and operations to improve the lives of its residents and the public at large. A smart city can help improve a city’s transportation system, parking services, public works services, communication system, and green initiatives. The IT Department has already implemented a smart city initiative by implementing a software to help with our public safety officers with security and transportation issues at Green Bay Packer games. Similarly, the IT Department has worked with the Police Department to help map buildings to aid the SWAT team in SWAT deployments. In addition, the IT Department has been instrumental in creating software programs like Eclipse to improve the inspections of properties and updating our website to be more interactive and user friendly with the public.

Lastly, the current IT Division through the IT Administrator is already overseeing the recruiting, hiring, discipline, and discharge of all the IT employees throughout the City. This includes the supervision of IT employees in the Police and Fire Departments. The IT Administrator also creates the goals and objectives for the IT Division and ensures that they are being accomplished. Overall, the purpose for creating an Information Technology and Services Department is to recognize and appreciate the multitude of services IT already provides the City and to show the City’s commitment to integrating IT in all of its operations and services.

Moreover, the recommendation is to reclassify the IT Administrator position to the Information Technology Director. The Information Technology Director will report directly to the Mayor and oversee the Information Technology and Services Department. In summary, the position will serve as the City’s Chief Information Officer and staff advisor to the Mayor, City Council, and City departments and agencies on all information technology matters within the City. The position will direct the operations of the Information Services Department and supervise the department staff, develop information technology plans and programs to improve and ensure organizational effectiveness and efficiency, guide City departments through the selection process for software and programs, oversee the installation of systems, system upgrades, software releases, and enhancements for all City computerized applications and administer the City’s enterprise GIS, maintains inventory of all city-wide computer hardware and software, attends meetings of the Common Council and other various meetings as necessary and administers and controls the Information Services Department budget and ensures cost effective operations.

Furthermore, the recommendation is to reclassify the Systems Analyst to an Assistant IT Director. The Assistant IT Director will report directly to the IT Director and will supervise the Systems Analysts and two Network Technicians in daily tasks to secure the network and assist the direct supervisor with needs assessment. In summary, the Assistant IT Director will coordinate and/or execute additions and changes to network hardware and operating systems and attached devices; including investigation, analysis, recommendation, configuration, installation, and testing of new network hardware and software, provide direct support for the day-to-day operations in regards to network

hardware and operating systems, and serving as the primary support for detection and correction of operational problems, troubleshoot hardware and software issues of the network and conducts physical checking and testing of hardware devices at the logical level working with communication protocols, responsible for Security Information and Event Management (SIEM) including operating, tuning, and reviewing maintenance of all cyber security tools, software suites, devices, appliances and systems, including and provide technical consultation, training, and support to IT staff.

Additional cost savings that have occurred from this position is that in 2010, the City contracted a network engineer at \$75,000 annually and now the 2020 budget asks for \$10,000. This outside contractor work has been absorbed by the Systems Analyst at a cost savings for the City.

FISCAL IMPACT

- III. The restructuring results in an increase for the 2020 budget of \$10,533. The increase is calculated by looking at what the budgeted salary amount would be for the IT Administrator and Systems Analyst for 2020 compared to the reclassified IT Director and Assistant IT Director positions.

Current Positions	Total Salary Budget 2020	New Positions	Total Salary Budget 2020
IT Administrator	\$97,970	IT Director	\$104,467.40
Systems Analyst	\$70,728	Assistant IT Director	\$74,764
Total Salary	\$168,698	Total Salary	\$179,231
		Total Salary Increase to 2020 Budget	\$10,533
		Total Benefits Increase to 2020 Budget	\$1,813
		Total Increase to 2020 Budget	\$12,346

c: Finance Director Diana Ellenbecker
IT Administrator Mike Hronek



JOB DESCRIPTION

City of Green Bay

Position Title:	INFORMATION TECHNOLOGY DIRECTOR
Department:	Information Technology and Services
Reports To:	Mayor
Status:	Exempt
Salary Range:	Pay Grade R
Job Summary:	Serves as the Chief Information Officer and staff advisor to the Mayor, City Council, and various other departments and agencies on all information technology matters within the City. Position performs highly responsible technical, administrative, and managerial work in information services management. Provides strategic development and management of the City's information systems technology investment and centralized information systems including automated systems development and enhancements; wide area network support; personal computer support, telephony, internet/intranet communications, and related support; centralized records management programs and facilities; and the Green Bay Public Television programs and activities.
Essential Functions:	▪ Directs the operations of the Information Services Department and supervises departmental staff. ▪ Develops information technology plans and programs to improve and ensure organizational effectiveness and efficiency. ▪ Conducts analysis of computer hardware and software needs at all levels. ▪ Analyzes the workload on all computer systems and possible effects on performance. ▪ Assists in the evaluation and selection of software and hardware. ▪ Guides City departments through the selection process for software and programs, including defining the requirements, developing scope of services, reviewing applications, package selection, and implementation. ▪ Oversees the installation of systems, system upgrades, software releases, and enhancements for all City computerized applications and administers the City's enterprise GIS. Manages the public television system. ▪ Administers and controls the Information Technology budget and ensures cost effective operations. Accounts for expenditures of funds. ▪ Procures, develops, maintains, and updates reference manuals pertaining to information systems equipment and applications. ▪ Develops, compiles, and prepares regular and special reports as required. ▪ Directs provision of information systems training on a city-wide basis. ▪ Maintains inventory of all city-wide computer hardware and software. ▪ Attends meetings of the Common Council and other various meetings as necessary. ▪ Maintains proper licensure for all software. ▪ Manages vendor relationships through frequent contact with representatives. ▪ Performs other duties as required.

Knowledge, Skills And Abilities	▪ Comprehensive knowledge of principles, practices, procedures, and methodologies of Information Systems analysis, design, operation, and maintenance. Knowledge of network and application security concerning sharing systems with outside agencies, vendor support access, remote employee access, and public access to City systems. Knowledge of a wide variety of web technologies, telecommunication principles, and mobile data systems. Knowledge of installation and maintenance of fiber optic networks and surveillance cameras. Knowledge of VPN access into secure systems utilizing personal computing devices, virtual server, and virtual desktop technologies. Knowledge of enterprise document imaging systems, GIS and AVL Systems, Public Safety Systems, Traffic control systems, and SCADA systems. Considerable knowledge of effective supervision practices and techniques; project management principles and considerable knowledge of City operations. ▪ Considerable skill in planning and directing the work of others; considerable skill in evaluating, recommending, coordinating, implementing, and maintaining information systems; considerable skill in preparing reports, budgets, and presentations; communication skills to present technology information to groups and individuals unfamiliar with technology terms. ▪ Ability to make decisions, plan, organize, coordinate, establish goals, and solve problems. Ability to operate computers and the required software, and keep abreast of current technology, practices, and procedures. Ability to communicate effectively both orally and in writing and establish and maintain effective working relationships with City personnel, elected officials, and the general public. Ability to utilize considerable judgment, discretion and critical thinking skills. Ability to build a sound budget and formulate reasonable forecasts. Ability to use project management tools and techniques. Ability to maintain confidential information. Ability to work the required hours of the position. May be required to demonstrate minimum competency by successfully passing approved tests.
Minimum Education and Experience	▪ Bachelor's Degree in Computer Science, Management Information Systems, or related field. ▪ Six years of progressively responsible professional level experience including budgeting, system analysis, strategic planning, multi-platform system integration, and project management. ▪ Five years of supervisory management experience in an Information Technology setting. A combination of experience and/or education may be considered.
Physical Requirements	▪ Ability to perform the following activities: ○ Lifting and carrying up to 20 pounds. ○ Frequent standing and sitting. ○ Ability to focus for long period of time on projects. ○ Ability to reach, stoop and lift.
The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. I have read the above position description and understand the duties and responsibilities of the position.	

Employee Name (Print)

Date

Employee Signature



JOB DESCRIPTION

City of Green Bay

Position Title:	Assistant Information Technology Director
Department:	Information Technology and Services
Reports To:	Information Technology Director
Status:	Exempt
Salary Range:	Pay Grade M
Job Summary:	Under general direction of the IT Director, the Assistant IT Director provides business knowledge and technical skills to implement technical strategies, evaluate products, and provide a superior level of technical support.
Essential Functions:	▪ Supervises Systems Analyst and two Network Technicians in daily tasks to secure the network and assists the direct supervisor with needs assessments. ▪ Coordinates and/or executes additions and changes to network hardware and operating systems and attached devices; includes investigation, analysis, recommendation, configuration, installation, and testing of new network hardware and software. ▪ Provides direct support for the day-to-day operations in regards to network hardware and operating systems, which includes evaluation of system utilization, monitoring response time, and serving as the primary support for detection and correction of operational problems. ▪ Troubleshoots at the physical level of the network, works with network measurement hardware and software, and conducts physical checking and testing of hardware devices at the logical level working with communication protocols. ▪ Participates in planning design and technical review and implementation of new network infrastructure hardware and network operating systems for voice and data communication networks. ▪ Responsible for Security Information and Event Management (SIEM) including operating, tuning, and reviewing maintenance of all cyber security tools, software suites, devices, appliances and systems, including, but not limited to system patch management, vulnerability management and security risk management. ▪ Provides technical consultation, training, and support to IT staff. ▪ All other duties assigned.
Knowledge, Skills And Abilities	▪ Thorough knowledge of application servers and networking systems that resolve organization wide challenges and issues with creative solutions. Comprehensive knowledge of networks, data processing and computer communications, principles, practices, and current technologies, for serving the needs of a complex public administration entity, including such functions of administration of new purchased software with communication to existing infrastructure, accounting and finance, public safety, parks, utilities, planning, GIS database and other systems.

	▪ Ability to manage, troubleshoot, operate various computer and network equipment, peripherals, and communication devices. Must understand database concepts and have knowledge of computer interfaces and programming languages. ▪ Ability to communicate effectively both written and orally with strong interpersonal skills. Ability to establish and maintain effective working relationships with staff and other departments. Ability to solve problems, apply sound decision-making principles, and to work under pressure. Ability to change tasks rapidly with decision-making skills to prioritize tasks. May be required to demonstrate minimum competency by successfully passing approved tests.
Minimum Education and Experience	▪ Bachelor's degree in Computer Science, Engineering, or related field required. Associated certifications including MCSE, MCP, CCA, CCNP, CCNA preferred. ▪ Minimum 4-6 years of advanced experience in the administration and performance tuning of application servers and networking knowledge. Advanced experience with virtualization and containerization. A combination of experience and/or education may be considered.
Physical Requirements	▪ Ability to perform the following activities: ○ Lifting and carrying up to 20 pounds. ○ Frequent standing and sitting. ○ Ability to focus for long period of time on projects. ○ Ability to reach, stoop and lift.
The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. I have read the above position description and understand the duties and responsibilities of the position. _____ Employee Name (Print) _____ Date _____ Employee Signature	

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joseph Faulds, Human Resources Director

From: Melanie Falk, PHR
Human Resources Operations Manager

Re: Request to reclassify a Human Resources Assistant to a Diversity and Inclusion Coordinator

Date: October 29, 2019

RECOMMENDATION

- I. The Human Resources Department is requesting to reclassify one of two non-exempt Human Resources Assistant positions, classified at pay grade E (\$18.36/hour-\$21.61/hour) to a salaried Diversity and Inclusion Coordinator, classified at pay grade I (\$54,870-\$64,542).

BACKGROUND

- II. The current structure of the Human Resources Department includes two Human Resources Assistants. While there is an overlap of several functions, one of the Assistants provides support to the Risk Management division and the other Assistant provides support for the remaining Human Resources functions.

In April, 2019 a Human Resources Assistant position became vacant due to an internal promotion. The position has been vacant since that time to provide management with the opportunity to assess the need for the position. Due to the automation of several Human Resources functions performed by both of the Assistants, it was determined that the department could function efficiently and effectively with one Assistant. While we assessed our departmental needs, it also became apparent that the City was lacking in the area of diversity and inclusion initiatives.

Diversity and inclusion initiatives can influence an organization positively in various ways including:

- The ability to recruit and attract candidates from a diverse pool of candidates, resulting in a more creative and innovative workforce.
- Assists with increasing employee job satisfaction, which in turn results in improved work performance.
- Assists with minimizing employee turnover costs when employees of diverse backgrounds feel valued and included.

It is important to note that these types of programs not only address diversity in the areas of race, gender, age or sexual orientation, but they also include employees with differing educational backgrounds, cultural references, military service, physical abilities or other experiences. In addition, a diverse workforce alone does not typically yield the results noted above. Inclusion is an integral part of that process. If unique perspectives are not being heard or considered and those of diverse backgrounds do not feel a sense of belonging, the impact is lost.

Current staff in the Human Resources office is unable to absorb these functions and effectively implement diversity and inclusion efforts. As a result, it is recommended that we create a Diversity and Inclusion Coordinator position solely to focus on these initiatives. This position was reviewed by the City's classification and compensation consultant, Carlson and Dettman, and placed in pay grade I of the City's salary plan.

The Coordinator will be responsible for developing, implementing and monitoring a strategic diversity plan and goals; providing advice to department heads and staff on diversity-related issues; assisting with the implementation of the City's Employee Resource Groups (ERG's); developing and implementing city-wide policies, procedures and programs; identifying trends and best practices to increase diversity in the workplace; assisting with recruitment efforts to attract candidates of diverse backgrounds and developing effective working relationships with elected officials, community groups, key external diversity organizations and City departments to foster effective diversity and inclusion efforts.

The City of Appleton has had a Diversity and Inclusion Coordinator for several years that serves in a similar role, and the City of Milwaukee Employee Relations division has instituted diversity and inclusion initiatives. Milwaukee has also implemented Employee Resource Groups and locally, Schreiber Foods, Humana and Associated Bank have similar diversity programs in place.

FISCAL IMPACT

- III. This reclassification results in an annual cost increase in 2020 of \$3,556 with a delay in hiring until May 20, 2020. (See attached worksheet for detail.)

c: Celestine Jeffreys, Chief of Staff

Fiscal Impact Diversity Coordinator

Category	Human Resources Assistant, Grade E (\$21.07/hour)
Salary	\$43,826
FICA	\$3,353
WRS	\$2,871
Worker's Comp	\$92
Health Insurance	\$18,527
Dental Insurance	\$1,555
Life Insurance	\$74
TOTAL COMPENSATION	\$70,297

Category	Diversity & Inclusion Coord., Grade I (\$58,094)
Salary	\$46,929
FICA	\$3,590
WRS	\$3,074
Worker's Comp	\$99
Health Insurance	\$18,527
Dental Insurance	\$1,555
Life Insurance	\$80
TOTAL COMPENSATION	\$73,853

Delay hire until 5/1/20

Fiscal Impact \$3,556



JOB DESCRIPTION

City of Green Bay

Position Title:	Diversity and Inclusion Coordinator
Department:	Human Resources
Reports To:	Human Resources Operations Manager
Position Status:	Exempt
Salary Range:	Pay Grade I
Job Summary:	Under the direction of the Human Resources Operations Manager, performs work of moderate difficulty in creating and implementing plans to promote diversity. Provides strategic advice and assists department heads in developing and integrating diversity goals and strategies into business and planning processes. Maintains positive relationships with departments and the public.
Essential Functions:	▪ Develops, implements and monitors a strategic, comprehensive diversity plan that identifies core initiatives with mission and value statements. Establishes a system for periodically reviewing and updating the plan. ▪ Provides strategic advice to department heads and staff on diversity-related issues. Consults with department heads to develop diversity goals, objectives and strategies and develops plans to meet the established goals. ▪ Develops and implements city-wide policies, procedures and programs as they relate to equality, diversity and inclusion issues. Reviews city policies and procedures to ensure that they are all inclusive. ▪ Identifies external trends and best practices to increase diversity in the workplace. Supports and provides recruitment guidance to attract and increase the applicant pool of diverse candidates. ▪ Assists with the implementation of the City's Employee Resource Groups (ERG). Serves as the advisor to the (ERG's). Advocates and provides strategic guidance to the groups, and serves as a liaison to management and Human Resources. ▪ Researches, prepares and conducts training programs for employees on recognizing, accommodating and appreciating individual differences and how to apply these skills in meeting business and community needs. ▪ Develops and fosters effective working relationships with key stakeholders, elected officials, community groups, key external diversity organizations and City departments to foster collaboration. ▪ Develops metrics for measuring the effectiveness of organizational diversity initiatives. Prepares reports as deemed necessary on the value of the initiatives. ▪ Performs other duties as assigned.

Knowledge, Skills And Abilities	▪ Considerable knowledge of diversity, inclusion, racial equity and social justice theory, laws, principles and practices. Considerable knowledge of civil rights, disability rights, equal employment opportunity and other relevant laws, rules and regulations. Considerable knowledge of equity and diversity related policy development and organizational development. Considerable knowledge of group dynamics, related facilitation skills and relevant public administration principles. Considerable knowledge of supervisory principles and practices, labor relations and human resources management. ▪ Knowledge of conflict resolution methods and techniques. ▪ Skill in conducting complex equity analysis, developing work plans and program implementation. Skill in conflict resolution and the conciliation of disputes. ▪ Ability to utilize a computer and the required software. ▪ Ability to deal with complex information, identify problems and to conduct relevant research and analysis and prepare narrative and statistical reports. Ability to lead, plan, direct and evaluate departmental functions. Ability to formulate, recommend and administer related City-wide policies. Ability to communicate orally and in writing. Ability to prepare and conduct presentations and training to diverse groups of people. Ability to successfully work with multicultural/diverse organizations. Ability to analyze and address complex civil rights issues and effectively represent City interests. ▪ Ability to independently exercise discretion in applying rules, policies and procedures. Ability to independently provide consultation to managers, supervisors and employees on diversity issues, and the development of related strategies. Ability to work effectively as part of a diverse, multidisciplinary team. Ability to develop and maintain cooperative and effective working relationships with a variety of individuals, groups and organizations. Ability to create and deliver effective training sessions and presentations on various topics. Ability to prioritize and organize work. ▪ Ability to work the required hours of the position.
Minimum Education and Experience	▪ Bachelor's Degree in Business Administration, Public Administration, Human Resources Management, Sociology or a related field. ▪ Three years related professional experience in a responsible diversity, inclusion and/or racial equity role with emphasis on policy analysis/development and program/plan development and administration. ▪ Certified Diversity Professional (CDP) or other related diversity certification preferred. ▪ A combination of equivalent education, training and work experience may be considered.
Physical Requirements	▪ Ability to perform the following activities: ○ Lifting and carrying up to 20 pounds. ○ Frequent standing and sitting.

- | | |
|--|---|
| | <ul style="list-style-type: none">☐ Ability to focus for long period of time on projects.☐ Ability to reach, stoop and lift. |
|--|---|

The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. I have read the above position description and understand the duties and responsibilities of the position.

Employee Name (Print)

Date

Employee Signature

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joseph Faulds, Human Resources Director

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

Re: Request to restructure two positions in the Department of Community & Economic Development, Housing Division

Date: October 29, 2019

RECOMMENDATION

- I. The Department of Community & Economic Development, Housing Division requests the following:
 - A. Eliminate the existing Housing Administrator position, classified at Pay Grade L (\$68,182-\$80,225).
 - B. Reclassify the Property Manager position from Pay Grade J (\$59,300-\$69,742) to a new Housing Administrator position at Pay Grade K (\$63,731-\$74,984).

BACKGROUND

- II. In September, 2018, the existing Housing Administrator position became vacant. The duties were absorbed by the Assistant Development Director/Executive Director of the Housing Authority and the Property Manager on a trial basis while the Department of Community and Economic Development (DCED) evaluated whether the Housing Administrator position should be filled. It should be noted that the Housing Administrator provided oversight for the Green Bay Housing Authority (GBHA) and the Brown County Housing Authority (BCHA). In January, 2019 Brown County took oversight of the BCHA.

DCED is proposing that the existing Housing Administrator position be removed from the table of organization.

The Assistant Development Director has assumed responsibility for developing and directing policies, plans, and procedures of the GBHA.

The Property Manager has taken on a number of duties that were previously performed by the Housing Administrator. These include assisting the Assistant Development Director with developing and implementing policies, plans and procedures and implementing affordable housing initiatives; directing programs and projects in compliance with applicable regulations and budget; managing vendor contract agreements; and coordinating property acquisition and relocation. DCED is requesting that the Property

Manager position be reclassified to a new Housing Administrator position. The position was reviewed by the City's classification and compensation consultant, Carlson and Dettman, and placed in pay grade K of the City's salary plan.

FISCAL IMPACT

- III. This restructuring results in an annual cost decrease of \$108,544. (See attached worksheet for detail.)

The salaries and benefits for the affected positions have no impact on the City levy as they are fully funded by the GBHA. In addition, the GBHA recently approved these proposed changes at their October meeting.

- c: Development Director, Kevin Vonck
Assistant Development Director, Cheryl Renier-Wigg

Fiscal Impact - Housing Authority Restructuring

Category	Housing Administrator, Grade L, Step 7
Salary	\$80,225
FICA	\$6,137
WRS	\$5,255
Worker's Comp	\$168
Health Insurance	\$18,527
Dental Insurance	\$1,555
Life Insurance	\$86
TOTAL COMPENSATION	\$111,953

Category	Property Manager, Grade J, Step 4
Salary	\$64,521
FICA	\$4,936
WRS	\$4,226
Worker's Comp	\$135
Health Insurance	\$18,527
Dental Insurance	\$1,555
Life Insurance	\$110
TOTAL COMPENSATION	\$94,010

Category	Housing Administrator, Grade K, Step 3
Salary	\$67,496
FICA	\$5,163
WRS	\$4,421
Worker's Comp	\$142
Health Insurance	\$18,527
Dental Insurance	\$1,555
Life Insurance	\$115
TOTAL COMPENSATION	\$97,419



JOB DESCRIPTION

City of Green Bay

Position Title	Housing Administrator
Department	Community & Economic Development
Reports To	Assistant Director/Executive Director of Housing Authority
Position Status	Exempt
Salary Range	Grade K
Job Summary	Under general supervision of the Green Bay Housing Authority (GBHA) Executive Director, performs work of considerable difficulty in administration of program and policies of the GBHA which include management of Mason Manor and scattered site public housing.
Essential Functions	1) Assists Executive Director in development of policy, plans, and direction of GBHA. 2) Supervises Mason Manor and Scattered Sites staff. Oversees work schedules, authorizes overtime requests and approves time cards. Evaluates work performance and other personnel matters, including discipline. 3) Manages GBHA rental units at Mason Manor and Scattered Sites, including building safety and security measures, leases and re-certifications, evictions and fraud recovery actions which may include court appearances and repayment agreements. Coordinates vacant unit turn-around, including but not limited to scheduling maintenance needs and contractor work, managing Mason Manor and scattered sites waiting lists, conducting required criminal and suitability checks. 4) Directs and manages GBHA contracts. Works cooperatively with the Executive Director, Purchasing and Public Works Department to coordinate purchases, capital improvement projects and property management contracts which include budgeting, scheduling, approvals and follow-up. 5) Coordinates and oversees Mason Manor cell tower leases to include maintenance work and upgrades. 6) Works with Executive Director and Accountant in the creation of budgets and capital improvement plans. 7) Administers all Federal, GBHA and City policies and procedures for public housing properties and maintains and submits reports to HUD or other authorities as required by program guidelines. 8) Submits, tracks and processes automatic electronic payments through local contracted financial institution. Prepares and conducts bank deposits and generates monthly financial reports. Performs accounts payable functions. 9) Responds to the public, GBHA tenants, governing boards, elected officials and the media on GBHA-related information 10) Performs other duties as assigned.
Knowledge, Skills And Abilities	▪ Considerable knowledge of U.S. Department of Housing and Urban Development public housing regulations and procedures as well as rental/housing practices in accordance with Wisconsin State Statutes. Considerable knowledge of the principles and practices of effective supervision and office management to include organizing, assigning and supervising others. Good knowledge of generally accepted accounting principles. ▪ Ability to exercise independent judgment and to handle confidential information with

Employee Signature

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joseph Faulds, Human Resources Director

From: Dan Ditscheit
Parks, Recreation & Forestry Director

Re: Request to reclassify the Park Superintendent to the Assistant Parks Director

Date: October 29, 2019

RECOMMENDATION

- I. The Parks, Recreation & Forestry Department requests the following Reclassification
 - A. Reclassify the Park Superintendent position from Pay Grade M (\$72,612 - \$84,446) to Pay Grade O (\$81,494 - \$95,888). The effective start date will be January 1, 2020.

BACKGROUND

- II. The Green Bay Parks, Recreation & Forestry Department's current Recreation Superintendent has been receiving a stipend for the out of class work he has been performing as the Administrator of the 4K-Nature Based school at the Wildlife Sanctuary. This was previously the responsibility of the Wildlife Sanctuary Superintendent. In addition, the position has evolved and currently supervises the programming needs and community outreach for all of the various divisions within the Parks Department, not just the Recreation Division. This includes Bay Beach Amusement Park and the Wildlife Sanctuary. This stipend was put into effect in 2018.

Since the position has been acting in an Assistant Parks Director role for some time and will continue in the future, the City sent the revised job description out to Carlson and Dettman for a salary study on the position. The recommendation was to place this position in Grade O of the salary schedule based on the duties performed by the position.

The job description for the Assistant Park Director is attached. In summary the Assistant Parks Director will supervise assigned staff, develop, supervise, organize, promote and market diverse recreational and aquatic programs, coordinate the planning and implementation of short and long range goals for parks, recreational assets, and recreational programs, develop strategies to increase revenue, control costs, and deliver outstanding customer service, oversees the Recreation Divisions' operational budget,

assists the Parks Director with preparation of the Parks budget, assist the Park Director in developing and implementing a 5-year Comprehensive Plan for parks and recreation facilities, serves as the Department's community liaison to communicate plans, obtain feedback and to provide a high level of customer service to attract and retain solid community relationships, and represents the Department in the absence of the Director.

The recommendation is to start the position at Step 5 of Pay Grade O.

FISCAL IMPACT

- III. The restructuring results in an increase for the 2020 budget of \$3,801. The increase is calculated by looking at what the budgeted salary amount would be for the Park Superintendent for 2020 compared to the reclassified Assistant Park Director.

Current Positions	Total Salary Budget 2020	New Positions	Total Salary Budget 2020
Park Superintendent	\$88,954	Assistant Park Director	\$92,270.00
		Total Salary Increase to 2020 Budget	\$3,316
		Total Benefits Increase to 2020 Budget	\$485
		Total Increase to 2020 Budget	\$3,801



JOB DESCRIPTION

City of Green Bay

Position Title:	Assistant Parks Director
Department:	Parks, Recreation & Forestry/Recreation Division
Reports To:	Director of Parks, Recreation & Forestry
Status:	Exempt
Salary Range:	Pay Grade O
Job Summary:	Under the general direction of the Parks, Recreation & Forestry Director coordinates and directs staff in the promotion and implementation of Park Department initiatives.
Essential Functions:	▪ Supervises the work of assigned staff. Performs various personnel functions including employee selection, training, time sheet review, performance reviews disciplinary action or other personnel functions as assigned. ▪ Develops, supervises, organizes, promotes and markets diverse recreational and aquatic programs, activities, and events for all ages and abilities. Responsible for insuring that programs, activities and scheduling of facilities meets Department objectives. Develops recommendations for advancements of recreation programs and activities, including policies, implementation, fees and charges. ▪ Works with and maintains cooperative relationships and partnerships with schools, general public, along with various community groups and agencies. Participates on professional committees as assigned. Interacts to stimulate participation and coordination of service delivered to the community. Participates on State and local professional committees. ▪ Serves as the Department's community liaison to communicate plans, obtain feedback and to provide a high level of customer service to attract and retain solid community relationships. ▪ Researches and prepares reports on programs, activities, facilities, evaluations, trends, operations and specific needs. ▪ Coordinates the planning and implementation of short and long range goals for parks and recreation assets and recreational programs within all of the Park divisions. ▪ Develops strategies to increase revenues, control costs and deliver outstanding customer service. Directs, prepares, monitors and justifies Recreation Division's operational budget. Develops and monitors cost recoveries, facilities and programs fees, charges, donations and concessions fund. ▪ Assists the Park Director with the preparation of the annual operating budget and capital improvement budget. ▪ Assist the Park Director in developing and tracking of performance measurements. Makes recommendations and provides data for budget justification. ▪ Assists the Park Director to develop and implement a 5-Year Comprehensive Plan for parks and recreation facilities. Monitors trends in the community, changes in the parks and recreational industry and solicits and implements feedback to update the plan. ▪ Assures proper insurance coverage and certificates are provided for user groups. Establishes and maintains records for attendance and fiscal reports. Writes and prepares grant applications/studies. ▪ Handles and responds to all park disturbances and citation procedures. Responsible for all park and facility reservations and rentals.

	▪ Negotiates rental and contractual agreements for the programs, schools, community partners and events. ▪ Responds to concerns and complaints from the general public and makes general recommendations. ▪ Represents the Department in the absence of the Director.
Knowledge, Skills And Abilities	▪ Comprehensive knowledge and skill of the principals of public parks and recreation programming, facilities management, sports administration and the arts. Comprehensive knowledge of the principals and techniques of effective supervision and evaluation skill. Must be highly organized. Ability to apply sound decision-making principals, delegate and work under pressure. Strong interpersonal and analytical skills. Ability to communicate effectively, verbally and in writing and maintain effective working relationships with staff, other professionals and general public. Ability to deal with complex and sensitive employee and community issues. Ability to work the required hours of the position and an irregular work schedule.
Minimum Education and Experience	▪ Bachelor's Degree in Park and Recreation Administration, Facilities Management, Business Administration or closely related field. Master's degree desirable. ▪ Five years of progressive, responsible experience in a municipal park system or related field, including two years of supervisory experience. ▪ National Park and Recreation Association - Certified Leisure Professional required. ▪ Valid driver's license and good driving record. A combination of equivalent experience and/or education may be considered.
Physical Requirements	Ability to perform the following activities: ○ Lifting up to 10-20 pounds. ○ Carrying up to 10-20 pounds ○ Frequent standing, walking, sitting, and bending. ○ Ability to focus for long period of time on projects. ○ Ability to reach and climb ○ Ability to work in varied environmental conditions.
The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. I have read the above position description and understand the duties and responsibilities of the position.	
_____ Employee Name (Please Print) _____ Date _____ Employee Signature	

FINAL PAYMENTS RESOLUTION
November 5, 2019

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. BRIDGE 1-19 WIESNER STREET PEDESTRIAN BRIDGE
HIGHWAY LANDSCAPERS, INC.**

TOTAL AMOUNT EARNED:	\$ 79,894.00
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 79,894.00
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 75,899.30</u>
AMOUNT DUE THIS ESTIMATE:	\$ 3,994.70

ACCOUNT NUMBERS
401500E-55311-64039: \$3,994.70
PO #1900113

Adopted _____, 2019

Approved _____, 2019

Mayor

ATTEST:

City Clerk

SEF



Planning Project (PP 19-05)
Request by Downtown Green Bay, Inc. for approval of their 2020 Business Improvement District Operating Plan.

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
 Map prepared by City of Green Bay Planning Department.
 SJH October 2018



**RESOLUTION APPROVING THE
2020 OPERATING PLAN FOR THE
DOWNTOWN GREEN BAY, INC.
BUSINESS IMPROVEMENT DISTRICT
(PP 19-05)**

November 5, 2019

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of October 21, 2019, the 2020 Operating Plan for the Downtown Green Bay, Inc., Business Improvement District, a copy of which is on file in the Clerk's office, is hereby approved.

Adopted _____

Approved _____

Mayor

Clerk

LCB

Attachment – Map



Law Department

Vanessa R. Chavez
City Attorney

October 15, 2019

Matthew Buchanan, Economic Development Specialist
City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301

RE: Proposed Operating Plan for Business Improvement District No. 1

Dear Mr. Buchanan:

The purpose of this correspondence is to respond to your request for a legal review of the proposed 2020 Operating Plan for Business Improvement District No. 1 (hereafter "Plan"). Your request asks the City Attorney's Office to provide an opinion with respect to the Plan's compliance with the requirements of Wisconsin Statute § 66.1109(l)(f).

Our office has reviewed the Plan, a copy of which is attached hereto, and based upon such review, are of the opinion that the Plan meets the requirements of Wisconsin Statute § 66.1109 (l)(f), subsections 1 through 4.

Thank you for your attention to this matter.

Sincerely,

Vanessa R. Chavez
City Attorney



Report to the Green Bay Plan Commission

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # V.3.

Resolution approving the 2020 Operating Plan for the Olde Main Street, Inc. Business Improvement District.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. PP 19-06 Boundary Map
2. Resolution - Approving Olde Main Street Inc 2020 BID Operating Plan
3. 2020 OMSI OP Attorney Letter



Planning Projects (PP 19-06)
Request by Olde Main Street, Inc. for approval of their 2020 Business Improvement District Operating Plan

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Map prepared by City of Green Bay Planning Department.
SJH October 2018



**RESOLUTION APPROVING THE
2020 OPERATING PLAN FOR THE
OLDE MAIN STREET, INC.
BUSINESS IMPROVEMENT DISTRICT
(PP 19-06)**

November 5, 2019

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of October 21, 2019, the 2020 Operating Plan for the Olde Main Street, Inc., Business Improvement District, a copy of which is on file in the Clerk's office, is hereby approved.

Adopted _____

Approved _____

Mayor

Clerk

LCB

Attachment – Map



Law Department

Vanessa R. Chavez
City Attorney

October 15, 2019

Matthew Buchanan, Economic Development Specialist
City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301

RE: Proposed Operating Plan for Business Improvement District No. 2

Dear Mr. Buchanan:

The purpose of this correspondence is to respond to your request for a legal review of the proposed 2020 Operating Plan for Business Improvement District No. 2 (hereafter "Plan"). Your request asks the City Attorney's Office to provide an opinion with respect to the Plan's compliance with the requirements of Wisconsin Statute § 66.1109(l)(f).

Our office has reviewed the Plan, a copy of which is attached hereto, and based upon such review, are of the opinion that the Plan meets the requirements of Wisconsin Statute § 66.1109 (l)(f), subsections 1 through 4.

Thank you for your attention to this matter.

Sincerely,

Vanessa R. Chavez
City Attorney



Planning Project 19-07
Request by On Broadway for approval of their 2020 Business Improvement District Operating Plan

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by City of Green Bay Planning Department.
SJH October 2018



**RESOLUTION APPROVING THE
2020 OPERATING PLAN FOR THE
ON BROADWAY, INC.
BUSINESS IMPROVEMENT DISTRICT
(PP 19-07)**

November 5, 2019

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of October 21, 2019, the 2020 Operating Plan for the On Broadway, Inc., Business Improvement District, a copy of which is on file in the Clerk's office, is hereby approved.

Adopted _____

Approved _____

Mayor

Clerk

LCB

Attachment – Map



Law Department

Vanessa R. Chavez
City Attorney

October 25, 2019

Matthew Buchanan, Economic Development Specialist
City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301

RE: Proposed Operating Plan for Business Improvement District No. 3

Dear Mr. Buchanan:

The purpose of this correspondence is to respond to your request for a legal review of the proposed 2020 Operating Plan for Business Improvement District No. 3 (hereafter "Plan"). Your request asks the City Attorney's Office to provide an opinion with respect to the Plan's compliance with the requirements of Wisconsin Statute § 66.1109(l)(f).

Our office has reviewed the Plan, a copy of which is attached hereto, and based upon such review, are of the opinion that the Plan meets the requirements of Wisconsin Statute § 66.1109 (l)(f), subsections 1 through 4.

Thank you for your attention to this matter.

Sincerely,

Vanessa R. Chavez
City Attorney



Report to the Green Bay Plan Commission

MEETING DATE

November 5, 2019

PREPARED BY

AGENDA ITEM # V.5.

Resolution approving the 2020 Operating Plan for the Military Avenue Business Association 2020 Business Improvement District.

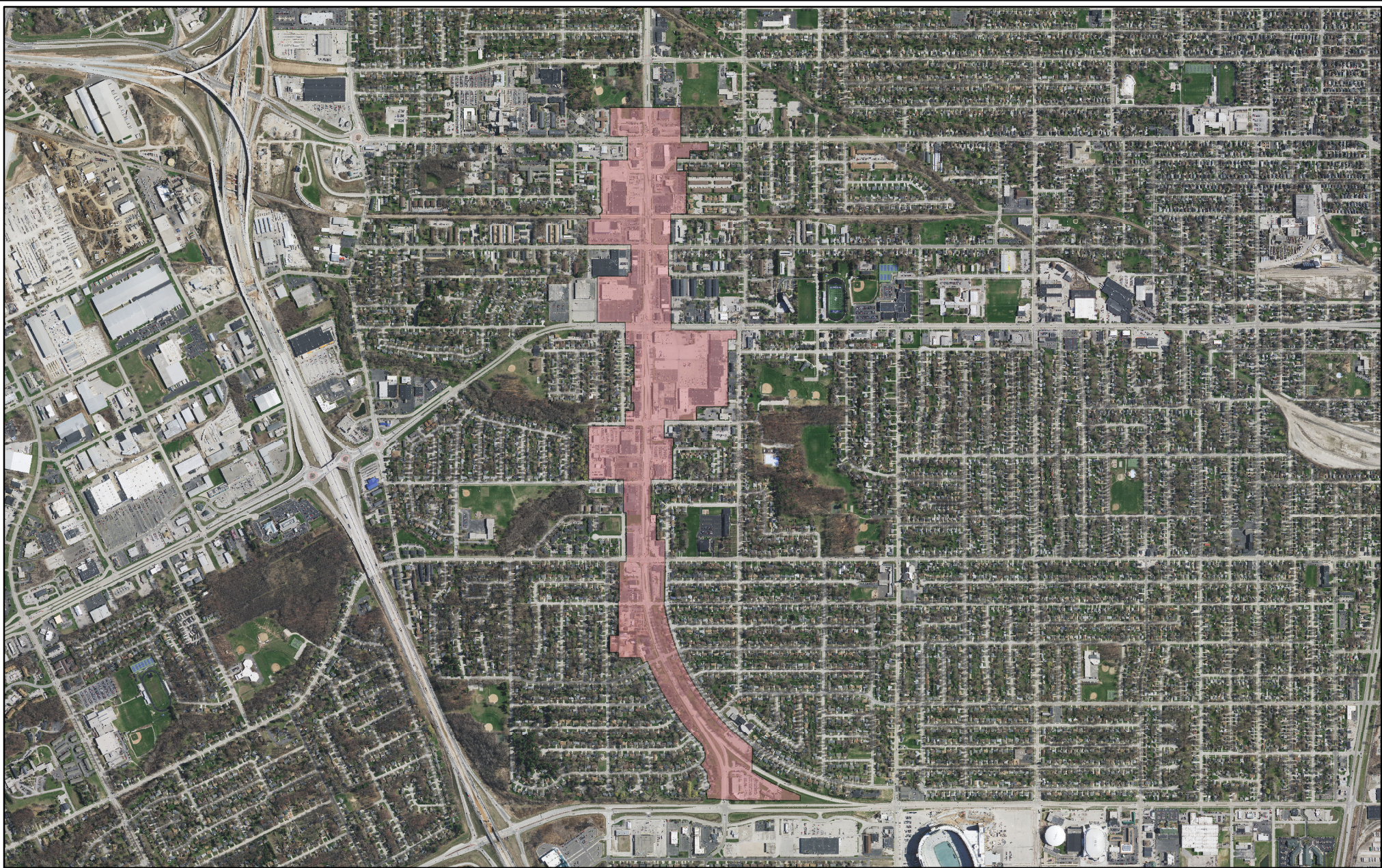
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. PP 19-08 Boundary Map
2. Resolution - Approving Military Avenue Business Assoc 2020 BID Operating Plan
3. 2020 MABA OP Attorney Letter



Planning Project 19-08
Request by Military Avenue Business District for approval of their 2020 Business Improvement District Operating Plan

*This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by City of Green Bay Planning Department.
SJH October 2018*



**RESOLUTION APPROVING THE
2020 OPERATING PLAN FOR THE
MILITARY AVENUE BUSINESS ASSOCIATION
BUSINESS IMPROVEMENT DISTRICT
(PP 19-08)**

November 5, 2019

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of October 21, 2019, the 2020 Operating Plan for the Military Avenue Business Association, Business Improvement District, a copy of which is on file in the Clerk's office, is hereby approved.

Adopted _____

Approved _____

Mayor

Clerk

LCB

Attachment – Map



Law Department

Vanessa R. Chavez
City Attorney

October 15, 2019

Matthew Buchanan, Economic Development Specialist
City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301

RE: Proposed Operating Plan for Business Improvement District No. 4

Dear Mr. Buchanan:

The purpose of this correspondence is to respond to your request for a legal review of the proposed 2020 Operating Plan for Business Improvement District No. 4 (hereafter "Plan"). Your request asks the City Attorney's Office to provide an opinion with respect to the Plan's compliance with the requirements of Wisconsin Statute § 66.1109(l)(f).

Our office has reviewed the Plan, a copy of which is attached hereto, and based upon such review, are of the opinion that the Plan meets the requirements of Wisconsin Statute § 66.1109 (l)(f), subsections 1 through 4.

Thank you for your attention to this matter.

Sincerely,

Vanessa R. Chavez
City Attorney

BUDGET ADOPTION AND TAX LEVY RESOLUTION

Green Bay, Wisconsin
November 5, 2019

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

For the purposes of operation of the government and administration of the City of Green Bay for the Year 2020, there is hereby appropriated out of the receipts of the City for the Year 2020, including monies received from the general property tax levy, to the various purposes specified in the budget presented herewith for the purposes stated, the following amount

BUDGET SUMMARY CITY OF GREEN BAY, WISCONSIN

<u>EXPENDITURES</u>	<u>2020 BUDGET</u>
General Government	\$ 4,858,625
Elections	334,320
Police Department	27,408,761
Fire Department	24,523,161
Department of Public Works	17,860,250
Park and Recreation	8,407,970
Planning/Economic Development	2,904,664
Transit	1,683,230
Debt Retirement	18,493,000
Computer Hardware/Software	450,000
Workers Compensation	1,358,170
General Liability Insurance	833,367
Health Insurance Escrow	900,000
TOTAL EXPENDITURES	\$ 110,015,518
<u>REVENUES</u>	
Taxes	\$ 55,795,347
Other taxes	3,016,106
Intergovernmental	27,306,263
License/Permits	2,320,950
Fines	1,375,000
Public charges for services	7,520,352
Miscellaneous	3,558,500
Debt Retirement-Other Sources	9,123,000
TOTAL REVENUES	\$ 110,015,518
TAX INCREMENT DISTRICT	\$ 3,539,786.55
City	\$ 3,539,786.55
OUTSTANDING GENERAL OBLIGATION DEBT DECEMBER 31, 2020	\$ 163,855,000
UNASSIGNED GENERAL FUND BALANCE DECEMBER 31, 2018	\$ 14,477,083

There is hereby levied a tax on all the taxable property within the City of Green Bay, as returned by the Assessor for the year 2019, in an amount equal to that stated in the above budget summary for the uses and purposes set forth in said budget.

Adopted _____

Mayor

Approved _____

City Clerk

ZONING ORDINANCE NO. 11-19

AN ORDINANCE
AMENDING ZONING ORDINANCE NO. 11-13, RELATING TO
A PLANNED UNIT DEVELOPMENT DISTRICT ON THE
EAST SIDE OF NORTH BROADWAY (300 THROUGH 600 BLOCK),
TO AMEND THE SIGNAGE REQUIREMENTS ON THE
STRUCTURE LOCATED AT 300 DOUSMAN STREET
(ZP 19-22)

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

SECTION 1. Pursuant to section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, the Planned Unit Development (PUD) for the East Side of North Broadway (300 through 600 block), as amended by zoning ordinance number 11-13, is hereby further amended on the following described property:

Parcel Number 5-584-3 (formerly identified as Lot 104 in Zoning Ordinance No. 11-13): LOT 4 OF 53 CSM 31 BEING PART OF LOTS 21 & 22 OF DOUSMANS ADDITION EXCEPT ROAD IN 2388637 CORRECTED IN 2389707 & CORRECTED IN 2390787.

SECTION 2. Section 2(E) of Green Bay Zoning Ordinance Number 11-13 is hereby amended as follows:

E. SIGNAGE. Signage shall be regulated as follows:

1. Signage shall meet the standards for the D – Downtown Zoning District as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-2000 with the following modifications:
 - a. Pole signs are prohibited within the PUD boundaries.
 - b. Monument signs are permitted through approval of a Conditional Use Permit (CUP).
 - c. A detailed signage plan shall be submitted to and approved by the CDRT (Community Development Review Team) at time of site plan submittal and prior to issuance of any building permits.
 - d. Off-premises signage is permitted at locations on Broadway and Dousman as identified on Exhibit B. Signage shall meet the dimensional and sign area standards and allowances of monument signs found within Section 13-2000 for the Downtown District.
 - e. Signage that generally conforms with Exhibits K-8, K-10, and K-11 shall be allowed with the following standards:
 - (1) Because signage on buildings A and B will include the identity for a coordinated mixed-used development, a maximum of two wall signs will be

permitted on each of the east and west building facades with a total area not to exceed 650 square feet.

- (2) Roof signage shall be permitted on Lots 105 and 106.
- (3) Projecting signs shall not exceed 45 square feet in area per sign.
- f. Landmark signage on the existing smokestack shall be permitted on Lot 106. Such signage shall generally conform with Exhibits K-10 and K-11 and shall comply with the following:
 - (1) In order to manage the scale of the sign, the size and spacing of letters in the sign shall be similar to the size and spacing of the existing “LARSEN” lettering.
 - (2) Any lighting of the sign shall be complementary to the overall light of the site. External lighting or backlighting are preferred to channel lighting.
 - (3) The sign must be affixed in a way that does not damage the structural integrity of the stack and that does not obscure the daytime view of the historic “LARSEN” lettering.
 - (4) The sign height shall not exceed the top of the stack.
 - (5) The area of landmark signage shall not count toward the total allowable sign area for the building or site.
- g. Directional signage (not associated with commercial uses) shall be permitted throughout the development and meet the standards set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-2005 with the following modifications:
 - (1) Signage area shall not exceed 15 square feet.
- h. **Landmark and/or replicated historic painted wall signage shall be permitted within the sign band between the first and second floors of the south façade and along the cornice line of the east façade of the structure at 300 Dousman Street, Parcel Number 5-584-3 (formerly referred to as Lot 104 within Zoning Ordinance No. 11-13). Said signage shall be in general conformance with Exhibit L.**

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property.

All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns,

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

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by § 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

APPROVED:

Mayor

ATTEST:

Clerk

Attachment:

Exhibit L-Wall Signage Depiction

ZONING ORDINANCE NO. 12-19

AN ORDINANCE
AMENDING ZONING ORDINANCE NO. 25-04, RELATING TO
A PLANNED UNIT DEVELOPMENT DISTRICT FOR EATON HEIGHTS
LOCATED AT THE NORTHEAST CORNER OF HUMBOLDT
ROAD (CTH “N”) AND NORTH HURON ROAD (CTH “EA”)
(ZP 19-24)

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

SECTION 1. Pursuant to section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, the Planned Unit Development (PUD) for Eaton Heights, as amended by zoning ordinance number 17-07, is hereby further amended on the following described properties

Parcel Number 21-7924-1: LOT 2 OF 63 CSM 590 BNG PRT OF EATON HEIGHTS LOT 23 EX 2840319

Parcel Number 21-7923: Eaton Heights Lot 22

SECTION 2. Section 2(A) of Green Bay Zoning Ordinance Number 25-04 is hereby amended as follows:

A. Project Scope. This development, as depicted in Exhibit A, is to be regulated by the following uses:

1. Single-family (R-1) and two-family (R-2) property consists of 17.65 acres and the divisions of lands for use as home sites, as depicted in Exhibit “A”. The division shall be made up of 57 lots designated for single-family homes and four lots designated for single-family homes or two-family homes.
2. Condominium property consists of 2.74 acres of land for medium-density residential condominiums as depicted in Exhibit “A”.
3. General/Neighborhood commercial consists of 11.52 acres of property as depicted in Exhibit “A”. This area includes the ability to be further divided into multiple business lots as permitted by this ordinance.
4. Stormwater management area consists of 8.82 acres of property as depicted in Exhibit “A”.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property.

All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by § 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

APPROVED:

Mayor

ATTEST:

Clerk

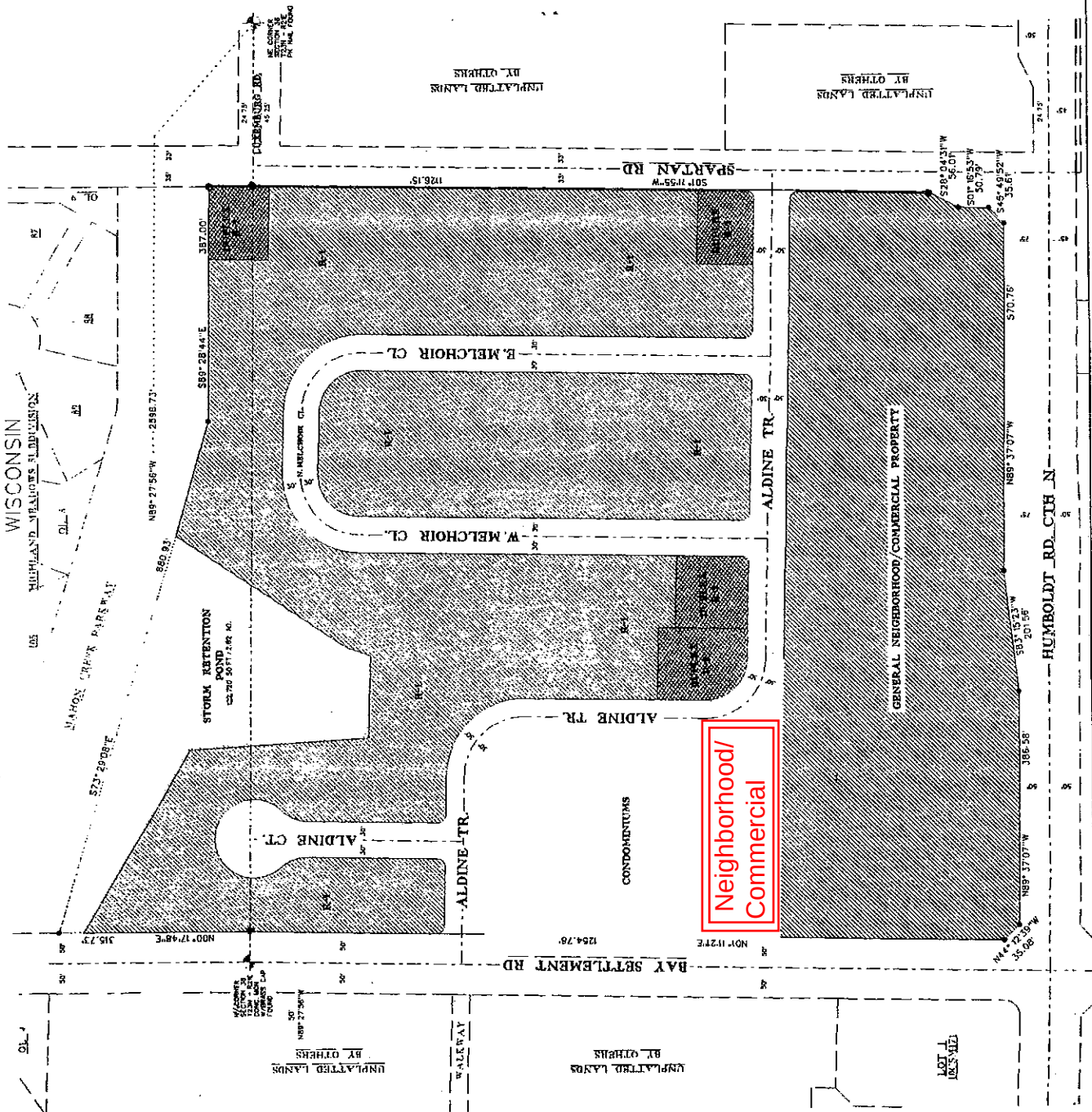
Attachment:

Exhibit A, Zoning Map and Public Right-of-Ways

CONDOMINIUM AREA=167.72 SQ.FT./3.85 AC. MORE OR LESS
 COMMERCIAL AREA=453.272 SQ.FT./10.41 AC. MORE OR LESS
 STORMWATER AREA=122.720 SQ.FT./2.82 AC. MORE OR LESS
 RESIDENTIAL AREA=715.024 SQ.FT./16.41 AC. MORE OR LESS
 DUPLEX AREA=54,198 SQ.FT./1.24 AC. MORE OR LESS

ZONING MAP

PART OF THE SW 1/4-SW 1/4, SECTION 25 AND PART OF THE NW 1/4-NW 1/4 SECTION 36, ALL BEING IN T24N-R21E, CITY OF GREEN BAY, BROWN COUNTY WISCONSIN



Neighborhood/
Commercial

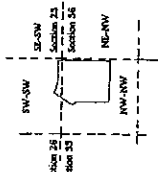
-- A Preliminary Plat of -- **Eaton Heights, First Addition** --

All of Lots 17-21, Outlot 2, and the vacated portions of Melchior Drive and Barney Drive, all of the recorded plat of "Eaton Heights" (Volume 22, Plats, page 231, Document Number 2186658, Brown County Records), being located in part of the Southwest 1/4 of the Southwest 1/4 of Section 25 and the Northwest 1/4 of the Northwest 1/4 of Section 36, all being in T24N-R21E, in the City of Green Bay, Brown County, Wisconsin.

Owner / Developer
 Bay Settlement Investments LLC
 c/o John Burdick
 825 South Huron Road Suite C7
 Green Bay, Wisconsin 54311
 (920) 486-3299

Approving / Objecting Agencies
 City of Green Bay
 Brown County Planning Commission
 Department of Administration

Project Location

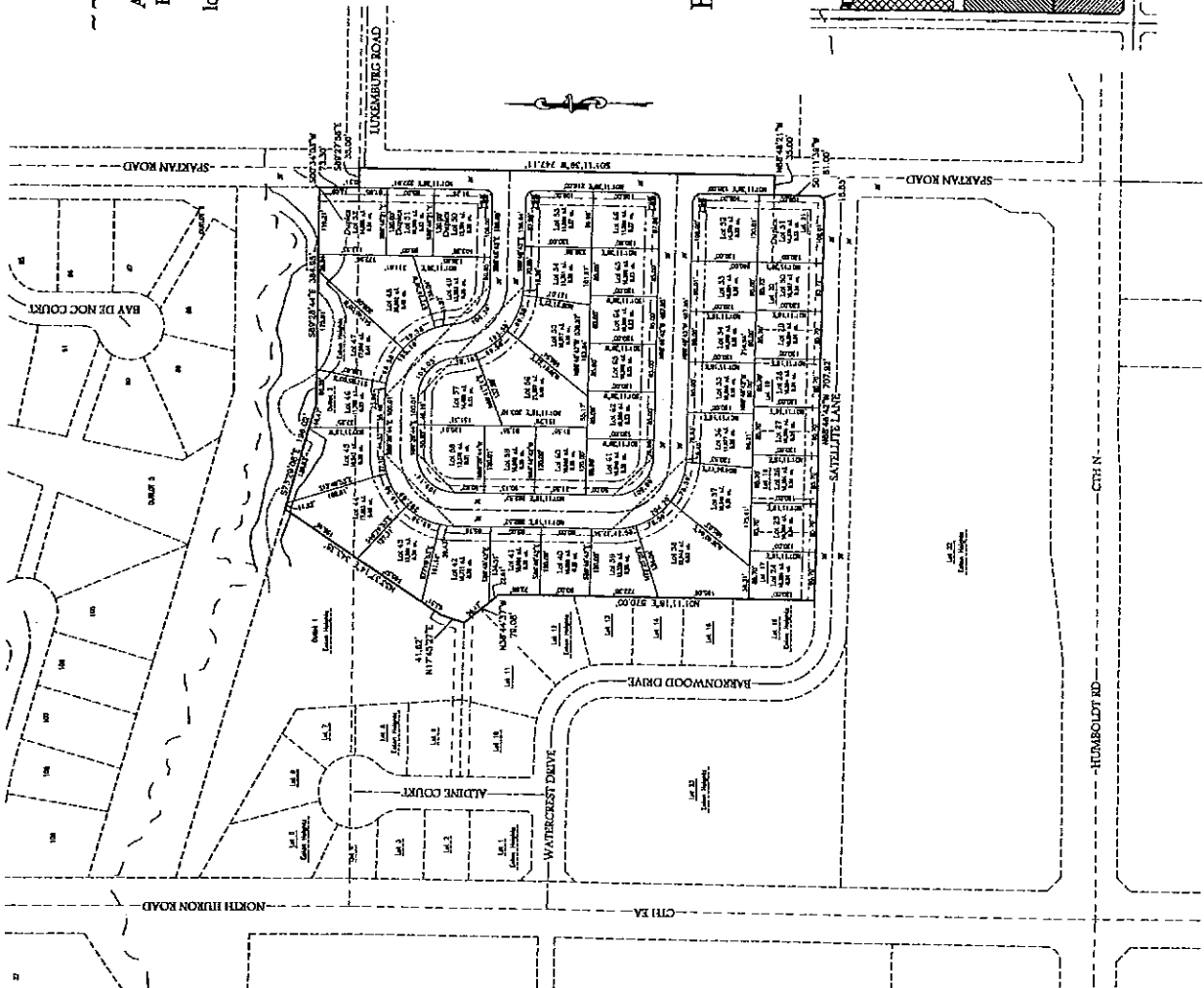
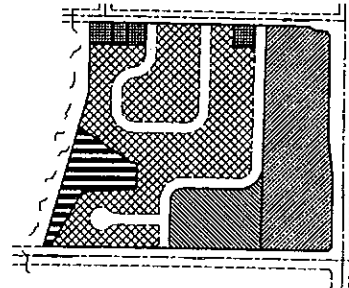
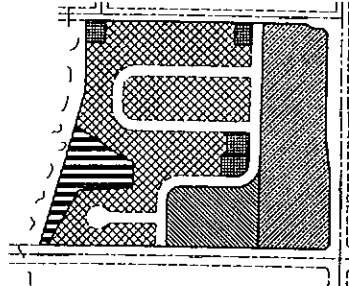


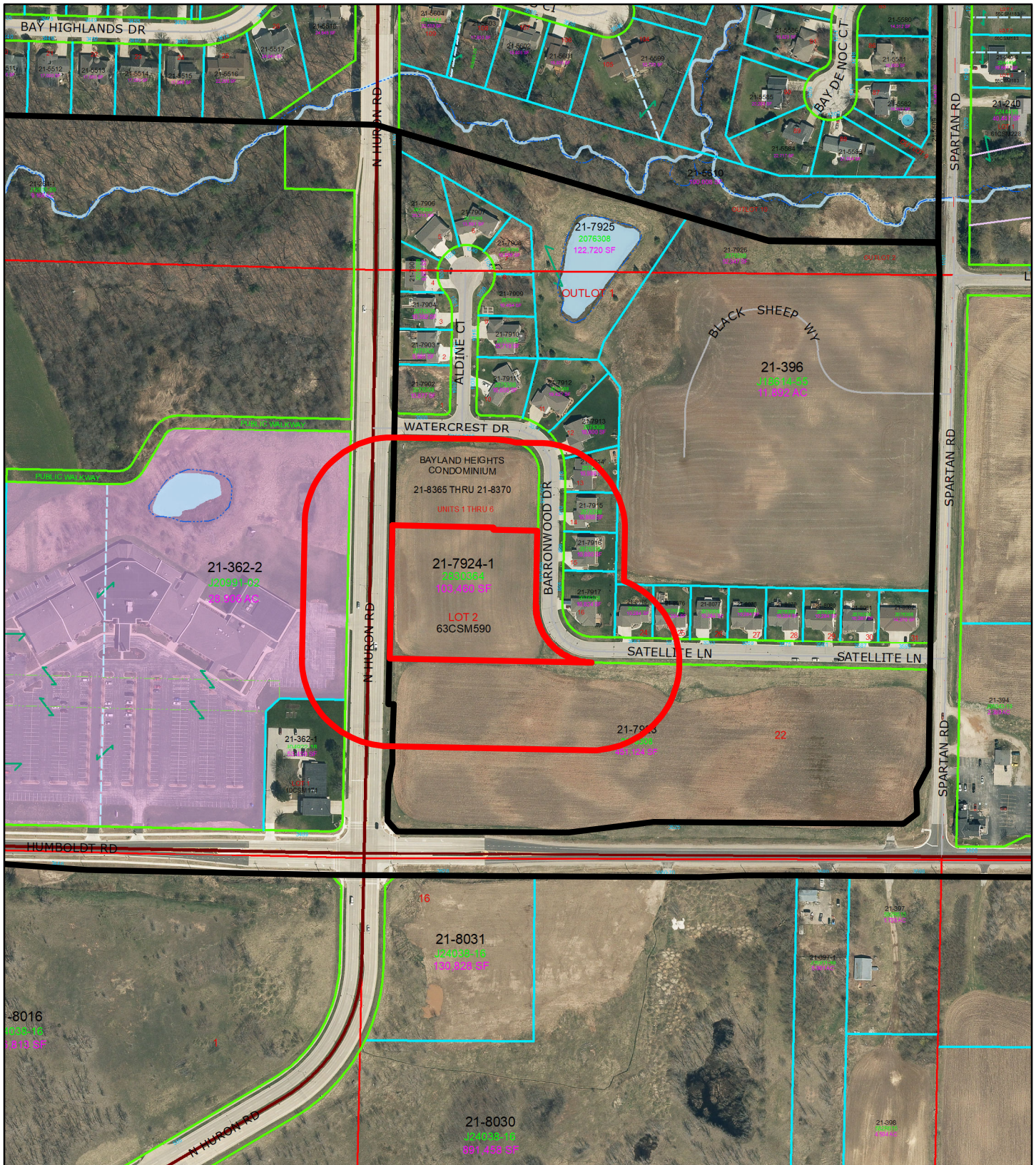
Existing Zoning (per current Zoning Ordinance)

Zoning	Area (Ac.)
R-1 (Residential Single-Family)	14.49
R-2 (Residential Single-Family)	1.28
R-3 (Residential Single-Family)	2.03
R-4 (Residential Single-Family)	10.61
C-1 (Community Center)	2.42
C-2 (Community Center)	2.12
C-3 (Community Center)	40.04
Total	83.09

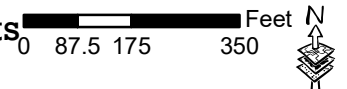
Proposed Zoning (per revised Zoning Ordinance)

Zoning	Area (Ac.)
R-1 (Residential Single-Family)	14.49
R-2 (Residential Single-Family)	1.28
R-3 (Residential Single-Family)	2.03
R-4 (Residential Single-Family)	10.61
C-1 (Community Center)	2.42
C-2 (Community Center)	2.12
C-3 (Community Center)	40.04
Total	83.09





ZP 19-24 PUD Amendment for Eaton Heights 811 Barronwood Drive



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 10.8.19 08 Oct 2019 X:\Planning\Basemaps\template_8.5x11.mxd

- PUD Boundary
- 200' Notification Area

GENERAL ORDINANCE NO. 22-19

**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 to remove the following NO PARKING zones:

PINE STREET, north side, from Adams Street to a point of 120 feet west of Madison Street.

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING 15-MINUTE LOADING ONLY zone:

PINE STREET, north side, from a point 50 feet east of Adams Street to a point 160 feet east of Adams Street.

SECTION 3. Section 29.208, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING zones:

PINE STREET, north side, from Adams Street to a point of 50 feet east of Adams Street.

PINE STREET, north side, from a point 160 feet east of Adams Street to a point 120 feet west of Madison Street.

Dated at Green Bay, Wisconsin this _____ day of _____, 2019.

APPROVED:

Mayor

ATTEST:

City Clerk

SEF