



AGENDA OF THE COMMON COUNCIL

**TUESDAY, DECEMBER 17, 2019, 6:00 PM
COUNCIL CHAMBERS
ROOM 203, CITY HALL**

A. Roll Call.

B. Pledge of Allegiance.

C. Invocation.

- I. The invocation will be presented by Alder Brunette, District 12.

D. Approval of Minutes.

- I. Approval of the minutes of the December 3, 2019 Common Council meeting.

E. Approval of the Agenda.

F. Report by the Mayor.

G. Announcements.

H. Presentations

- I. Presentation by Julia Noordyk, Water Quality and Coastal Communities Outreach Specialist, University of Wisconsin Sea Grant Institute on Green Infrastructure and Code Audit

I. Appointments.

- I. Election Officials pursuant to Section 7.30, Wis. Stats., for the 2020-2021 term.

J. Public Hearings.

- I. Resolution authorizing conditional-use approval at 520 Hubbard Street.

K. Ordinances - Second Reading for Adoption.

I. General Ordinance No. 23-19

An ordinance amending Section 29.208, Green Bay Municipal Code, relating to parking regulations.

L. Report of the Redevelopment Authority (December 10, 2019).

- I. To approve the request by DDL Holdings, LLC, to transfer real property, in accordance with Development Agreement 17-02 (Rail Yard: North).

The Common 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 (December 10, 2019).

- I. To refer to Claims Committee the request by Ald. Dorff on behalf of Gerald Schaefer at 1608 Sonata Drive being dissatisfied with repairs done to an area on or near his property that resulted in a sprinkler head being removed.
2. To approve the request by Ald. Galvin for Department of Public Works to develop and implement a five year plan to inspect sidewalks and repair or replace them to code per the following:
- The proposed City program would target a 15-year cycle for proactive, routine inspection and repair/replacement of City sidewalks.
 - The program would be capped financially, with an initial program value of \$300,000.
 - The City would be partitioned off into similarly sized areas based on sidewalk coverage from our database.
 - Seasonal engineering interns would complete inspections for the area targeted in the coming year (inspect in 2020 for 2021 repair/replacement).
 - The cost for the engineering interns would be covered as part of the program cost.
 - Using the previous year's construction costs, sidewalk inspections would continue until the financial cap is reached, at which time the program is shut off for the year.
 - Any areas cut off within the geographically targeted area for a given year would become the first inspected for the following program year.
 - The existing complaint-driven program would continue largely unchanged from the existing, but would likely decrease somewhat in size over time.
3. To hold until the January 8, 2020 Improvement and Services Committee meeting the request by Ald. Nicholson for (1) review of the Department of Public Works completion date expectations with possible action, and (2) notification to the Brown County Home Builders Association about the meeting as Department of Public Works staff will be meeting with Brown County Home Builders Association on December 12, 2019.

4. To direct Department of Public Works staff to work with existing adjacent homeowners to acquire required easements necessary for Wisconsin Public Service to install the street light on request by Ald. Nicholson to install a street light between 2050 and 2058 Jamesford Avenue.
5. To hold until the January 8, 2020 Improvement and Services Committee meeting the request by Ald. Nicholson for status update on plans to address chronic flooding in the vicinity of Main and East Mason Streets and Department of Public Works staff to report back to the Committee on feedback from designer on phasing the project.
6. To refer to staff 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 with Department of Public Works staff creating draft ordinances that allow even-odd overnight on street parking during summer months and/or year round and present at the January 8, 2020 Improvement and Services Committee meeting.
7. To approve the request by Department of Public Works to approve Amendment No. 2 for Professional Service Agreement with Ayres Associates for design contract for Haven Place and Hillcrest Drive in the amount of \$21,082.62.
8. To approve the 2020 Sanitary District rates as provided for in the Proposed 2020 Sewer Service Charges summary.
9. To approve the report of the Purchasing Assistant:
 - A. To award the purchase of traffic signal equipment from Cisco (\$16,035.00), Neher Electric (\$1,125.50), TAPCO (\$19,218.41), Viking Electric (\$1,447.15), and Wesco (\$33,065.28).
 - B. To award the purchase of traffic signals to Traffic Control Corp. in the amount of \$88,419.
10. To approve payment for the following easement:

Baird Creek Interceptor Sewer Easement at Grandview Road

Erie Road Development, LLC	\$25,725
Parcel 21-11	
11. To approve the application for Concrete Sidewalk Builder's License by Milis Flatwork pending an acceptable reference verification.
12. To hold until the January 8, 2020 Improvement and Services Committee meeting the request by Ald. Nicholson, on behalf of Tina Bunker, to have the City of Green Bay own and maintain the storm water management ponds as part of the Grandview subdivision(s).

N. Report of the Protection & Policy Committee (December 9, 2019).

1. To approve a request by Harp & Eagle LTD (St. Brendan's Inn) at 234 S. Washington St. to temporarily extend their licensed premises to their parking lot on March 14 10 a.m. to 3 p.m., March 15 noon to 4 p.m. and March 17 11 a.m. to 9 p.m. for St. Patrick's Day events, subject to complaint.
2. To approve General Ordinance No. 24-19, an ordinance which would create an outright ban on coal-tar sealants, utilizing model legislation provided by advocacy groups, previously discussed at the May 8 Sustainability Commission meeting and the May 21 Common Council meeting.
3. To approve a resolution advocating for a state-wide ban on coal-tar sealants, which would be sent to the Wisconsin State Legislature, previously discussed at the May 8 Sustainability Commission meeting and the May 21 Common Council meeting.
4. To receive and place on file the Liquor Violation Report for December 9, 2019.
5. To receive and place on file the Water Utility Department regarding the lead pipe removal project.

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

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

P. Report of the Park Committee (December 10, 2019).

1. To advance to City Council without a recommendation the request to purchase a control system hardware retrofit with programming from MVR for \$51,418 for the Zippin Pippin at Bay Beach Amusement Park.

Q. Report of the Personnel Committee (December 10, 2019).

1. To approve the request to fill new position of Legal Assistant in the Law Department and all subsequent vacancies resulting from internal transfers.
2. To approve the request to restructure the Department of Public Works Building Maintenance Function.
3. To approve the contract between Employee Resource Center and the City of Green Bay for the employee assistance program.
4. To receive and place on file the request by Ald. Wery to discuss customer service standards and work expectations of inspectors. Investigate the addition of evening and/or weekend inspection hours.
5. To refer to staff the request by Ald. Wery to explore partnering/joining the State of Wisconsin for health insurance.

6. To approve the request to approve the collective bargaining agreement with City of Green Bay Fire Fighters Local 141, upon expiration of the current agreement for a 4-year term January 1, 2020 through December 31, 2023, subject to Fire Fighter union ratification by 12/31/2019.

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

7. To approve the request for the wage agreement between the City of Green Bay and International Brotherhood of Electrical Workers (IBEW) Local 158 with a 2% general salary increase effective with the start of the pay period in which October 1, 2019 occurs.

R. Report of the Economic Development Authority (December 9, 2019).

1. To have staff proceed as directed as discussed in closed session regarding the I-43 wetland study and business park expansion.

The Common 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.

2. To enter into a professional environmental services contract with Stantec, chosen through RFP Proposal #3199.

The Common 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.

3. To approve the four (4) agricultural leases for farming of the City's nine (9) parcels as presented with the new fees to take place for the 2020-2022 contract.

The Common 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.

S. Report of the Plan Commission (December 16, 2019).

1. To rezone 2200 Nicolet Drive, Tax Parcel 21-274-2 & 2100 Nicolet Drive, Tax Parcel 21-274-4, from General Commercial (C1) to Varied Density Residential (R3).
2. To authorize a Conditional Use Permit (CUP) to establish a live-work use within a Low Density Residential (R1) district at 900 South Jackson Street, subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.

T. Report of the Sustainability Commission (December 11, 2019).

1. To approve the installation of the Leicht Park solar array, with EV (electric vehicle) charger. The installation is a replacement of the solar panels and inverter, and a repair of the tracker mechanism. To refer to staff to explore the installation of solar arrays at Fire Stations 4 and 5.

U. Receive and Place on File.

1. Municipal Court Report for November 2019.
2. Building Permit Report for November 2019.

V. Resolutions.

1. Resolution advocating for a state-wide ban on coal-tar sealants, which would be sent to the Wisconsin State Legislature.
2. Resolution authorizing conditional-use approval at 520 Hubbard Street.
3. Resolution approving the sale, transfer, or conveyance of property subject to a continuing guaranty pursuant to Development Agreement 17-02: Rail Yard: North
4. Resolution approving Baird Creek interceptor sewer easement at Grandview Road.

W. Ordinances - First Reading.

1. General Ordinance No. 24-19
An ordinance which would create an outright ban on coal-tar sealants, utilizing model legislation provided by advocacy groups.
2. Zoning Ordinance No. 16-19
An Ordinance rezoning property located at 2100 Nicolet Drive and 2200 Nicolet from General Commercial (C1) to Varied Density Residential (R3) District.

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.

**APPOINTMENT OF ELECTION OFFICIALS
PURSUANT TO SECTION 7.30, WIS. STATS., FOR THE 2020-2021 TERM**

AERTS	FLUFFY	DE GRAVE	MARLENE
ALLARD	JUDITH	DE WITT	PATRICIA
ALLEN-SCHNEIDER	CATHERINE	DELVOYE	VALERIE
ARCAND	MARCIA	DENEYS	JAN
ARENDT	BETTY	DEPREY	HENRIETTA
AXELSON	PEG	DOBRATZ	JAMES
BALDUCCI	SHARON	DONCHECK	JEAN
BANKS	MARY SUE	DONOVAN	ELIZABETH
BANNACH	RANDY	DUCHAIINE	LINDA
BANNACH	RUSSELL	DUCHAIINE	GERALD
BASTEN	DIANE	DUNCAN	MICHAEL
BECKER	TERRY	EDGES	CAROL
BELONGIA	LIZ	EIFLER	MARY
BENO	GEORGIA	EMMETT	JUDITH
BEYER	JANET	ENGLUND	WILLIAM
BIAGGO	ELIZABETH	ENLOE	SALLY
BIEDA-KYLES	CAROLYN	EVANS	JOHN
BLAKE	MARY	FELDHAUSEN	JEROME
BOROWITZ	ROSEMARY	FIDLER	SARAH
BOUCHE	BENJAMIN	FISCHER	ROBERT
BRAMSCHREIBER	ANN	FRANZ	KELLY
BRAMSCHREIBER	DEAN	FRITZ	JOYCE
BROWN	ANNE	FROELICH	MARY ANNE
BROWNE	CONSTANCE	FUGERE	CYNTHIA
BRUNNER	CHERYL	GENTZ	BETTY
BUBLITZ	MARY JANE	GERLACH	LYNN
BUCHHOLZ	BEATRICE	GERMAIN	KATHY
BURKART	MARJORIE	GIBSON	MARY
CATALANO	DAVID	GIERCAK	DOMINIC
CATALANO	JOYCE	GIESEN	TERRY
CHAVEZ	VANESSA	GILSOUL	JUNE
CHRISTENSEN	PEGGY	GOSZ	JO ANN
CIESLEWICZ	SUSAN	GOWER	LARAE
CLIFFORD	NANCY	GRIGG	PAULA
COLLINS	HEATHER	GRUENHAGEN	JERRY
CONNELLY-HOCK	BERNADETTE	GRUNWALD	MARGUERITE
COX	BETTY	GUSTAFSON	ILENE
CROWLEY	CATHERINE	HAEN	CAROL
CUMBERS	MARY	HARP	ARLENE
CURRO-KINARD	JANE	HARRISON	KRIS
DAHLKE	NANCY	HARTMAN	ANN
DALEY	KATHY	HEIM	DONNA
DAMPIER JR.	LEONARD	HENDERSON	KAREN
DANIELS	BRIDGET	HESS	JAN

HILL	ARTHUR	LITZELMAN	NONA
HOHENSTEIN	GAIL	LOCH	MARY
HOMME	ELIZABETH	MANNING	CAROL
HRUBESKY	BARBARA	MARKOWSKI	MILDRED
HUETTER	HELEN	MC ARTHEY	JEAN
HUTCHISON	DULCE	MC AVOY	SUSAN
JACOB	MARY	MC MAHON	CAROLINE
JACQUES JOLLY	JANELLE	MC MAHON	WAYNE
JAEGER	LORNA	MELOTTE	TINA
JANOWSKI	SHEILA	MEYER	BARBARA
JANOWSKI	LEON	MEYER	MARNE
JANSSSEN	DIANE	MILLHISER	PEG
JANUS	JOYCE	MILLHISER	FRANK
JEANQUART	DIANE	MOENS	BEATRICE
JEFFREYS	CELESTINE	MOENS	GREGORY
JENSEN	ROSE	MOLITOR	KAREN
JENSEN	PAT	NADOLSKI-SPEARS	ELIZABETH
JOHNSON	MARY	NESS	MARY
JOHNSON	MICHAEL	NORTON	KRISTI
JOHNSTON	KAREN	NOVITSKI	MAXINE
JUNKERMANN	BRADLEY	OBRIEN	JEAN
KAISER	MARLYCE	OHLSON	ANITA
KAYE-RENKAS	JEANNE	OHLSON	ROBERT
KEHLER	CHERYL	O'LEARY	CAROLE
KENEVAN	TOM	PETERS	CARYL
KENNEDY	LISA	PETTEY	MARYANN
KING	DONNA	PFEISTER	PATRICIA
KLIMEK	ARLAND	PILZ	LYNN
KOENIG	LISA	PLATKOWSKI	CAMILLE
KOERTGE	DAVID	PLINER	GINNY
KOLLMAN	KATHERINE	POPP	SANDRA
KOMOROSKY	CHERYL	PORTER	TERRY
KOMRO	MARIE	POWERS	CHARITY
KRAWCZYK	VERN	POWLESS	SHARON
KRAWCZYK	JUDY	PRIBBERNOW	MARY
KRAWCZYK	ANN	RACINE	TERRI
KRAWCZYK	JUDY	RADEY	JUANITA
KRUEGER	ROBERT	RAISLEGER	JOAN
LAHEY	CAROL	RALEIGH	ANITA
LARSEN	NANCY	RALEIGH	DAVID
LASEE	SHARON	REED	DEBORAH
LAWYER	KAREN	REIMER	JOAN
LAWYER	DENNIS	RHODE	NALLELI
LEANNA	SUSAN	ROBERTS	LUCILLE
LEPAK	KATHLEEN	ROBISHAW	DAVID
LEWIS	TIM	ROESER	MERIBETH
LEWIS	SUE	RUST	MARLENE

SALEMI	SUSAN	VAN GEMERT	KAREN
SAMSON	KATHLEEN	VAN LAANEN	JEFFREY
SAUER	MARGARET	VAN STRATEN	NANCY
SCHLEY	KAREN	VAN STRATEN	SALLY
SCHMIDT	AUDREY	VANIDESTINE	SCOTT
SCHMITT	GREGORY	VER KUILEN	KATHRYN
SCHMITT	MARGARET	VERHEYEN	JILL
SCHNEIDER	MARGE	VERTZ	GRACE
SCHROEDER	MARSHA	VOLD	SANDRA
SEAS	KAREN	VOLM	MARY JANE
SEVCIK	MARY	VOLM	AL
SEVCIK	CAROL	VUILLEMIN	KAREN
SHACKELFORD	ROSANNE	WARD	MARCIA
SHEFCHIK	MARCIA	WATTS	MARY
SHERMAN-KALCIK	JEAN	WATZKA	JOHN
SIEWERT	SANDRA	WEIDNER	NANCY
SINKEWICZ	COLLETTE	WEISSBLICH	SAMUEL
SMITH	DAWN	WENDT	BARBARA
SMITH	SARAH	WESTERMAN	PATRICIA
SOKOL	KEN	WESTERMAN	BETTY
STEFFEK	STEVEN	WIDI	DIANE
STEFFEL	SHERRY	WILQUET	LUCY
STEFFEL	MAUREY	WILSON	JEAN
STEFFENS	JUDITH	WILTING	MARY
STRECKENBACH	CONNIE	WISKOW	JEANNE
SUMMERS	DOROTHY	WISNESKI	MIKE
TAPPY	CINDY	WITHEE	DAVE
TAYLOR	DAVID	WITHEE	MARY
TEASE	DALE	WOJAHN	KAREN
TEEBO	MARY	YOUNG	JANICE
THEYS	SARA	ZELZER	DAVE
TINGLEY	LINDA	ZICKERT	COLLEEN
TOONEN	CHRISTINA	ZUIDEMA	BONNIE
VAN DEN HEUVEL	SKYLENE		

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 520 HUBBARD STREET
(ZP 19-29)**

December 17, 2019

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

That, pursuant to Zoning Petition 19-29 and the recommendation of the Plan Commission on November 25, 2019, the City of Green Bay does authorize a conditional-use permit for a single-family dwelling on the following described property at 314 North Monroe Avenue:

DOUSMANS ADDN LOT 104 (Tax Parcel No. 4-96)

Said conditional-use permit shall be granted subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.

Adopted _____

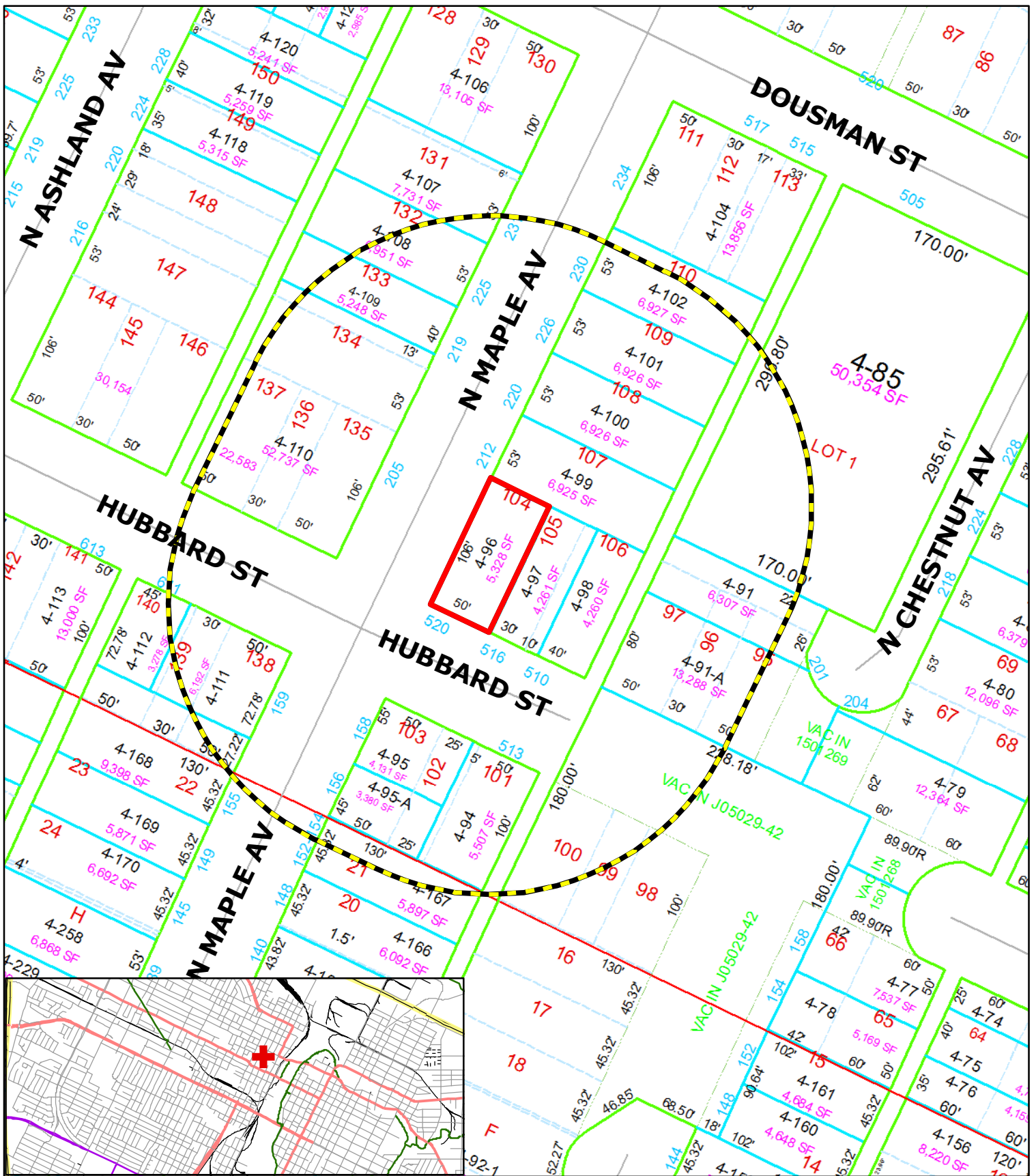
Approved _____

Mayor

Clerk

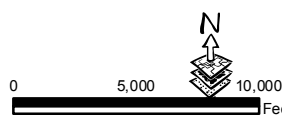
pn

Attachment – Map



Zoning Petition (ZP 19-29)
Proposed Conditional Use Permit (CUP)
520 Hubbard Street

- Proposed CUP
- 200' Property Owner Notice



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

GENERAL ORDINANCE NO. 23-19

**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 7 AM TO 4 PM SCHOOL DAYS zones:

HUMBOLDT ROAD, south side, from Laverne Drive to a point of 436 feet west of Laverne Drive.

LAVERNE DRIVE, west side, from Humboldt Road to a point of 122 feet south of Colleen Drive.

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING 7 AM TO 4 PM SCHOOL DAYS zones:

LAVERNE DRIVE, west side, from a point of 80 feet north of Colleen Drive to a point 140 feet south of Colleen Drive.

HUMBOLDT ROAD, south side, from Mount Mary Drive to a point 457 feet east of Mount Mary Drive.

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

APPROVED:

Mayor

ATTEST:

City Clerk

SEF



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

December 17, 2019

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # L.I.

To approve the request by DDL Holdings, LLC, to transfer real property, in accordance with Development Agreement 17-02 (Rail Yard: North).

The Common 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

The City and RDA entered into a Development Agreement with DDL Holdings, LLC ("Developer"), in 2017, for redevelopment of the northern portion of the Rail Yard. If the Developer intends to sell, transfer or convey the Property or any part thereof prior to termination of this Agreement, Section IV. P. requires the Developer to obtain consent from the RDA, because the transfer will result in a release of a part of the Property subject to the City's guaranty of Developer's indebtedness owed to Hometown Bank ("Lender"). The Developer is also required to obtain consent from the City.

The Developer is requesting the RDA and City consent to a transfer of approximately three and seven hundredths (3.07) acres of the Property, on which TWG will build TWG 2 @ The Rail Yard at 419 Donald Driver Way (Development Agreement 19-04), 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.

RECOMMENDATION

Approval of the request by DDL Holdings, LLC, to transfer real property, in accordance with Development Agreement 17-02 (Rail Yard: North).

FISCAL IMPACT

The principal amount of limited liability under the original Continuing Guaranty (Limited) is two million, five hundred thousand dollars (\$2,500,000.00). According to Section I. B. of the Guaranty, this amount shall be reduced by the principal paid on the Note, including due to net proceeds received by the Lender from the sale of any portion of the Property.

The Lender, City, and RDA acknowledge that the previous sales of portions of the Property (consented to in April 2019) reduced the limited liability by approximately one million, two hundred seventy-two thousand dollars (\$1,272,000.00). The Lender, City, and RDA currently acknowledge that the sale of this portion of the Property shall reduce the limited liability by approximately one million, five hundred thousand dollars (\$1,500,000.00).

ATTACHMENTS

1. 8.3 - Rail Yard - North - 5-1756 - Development Agreement - 171201 - Executed
2. 8.3 - Rail Yard - North - 5-1756 - Continuing Guaranty (Limited) - 171201 - Executed



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 17-02

RAILYARD: NORTH

This Development Agreement is made this 1 day of DECEMBER, 2017,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and DDL HOLDINGS, LLC a Wisconsin limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres
5-1756	420 N BROADWAY	14.553
5-1757	520 N BROADWAY	1.224

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately 15.777 acres of land. A legal description of the Property is herein attached as EXHIBIT A.
- C. Developer shall purchase the Property from the RDA for two million six hundred thousand dollars (\$2,600,000.00).
- D. Developer desires to create a high-quality, high-density, mixed-use development on the Property. At present, Developer intends to complete a project that involves the following components (the "Project"):
1. Rehabilitate "Building R", the vacant, historical three (3)-story warehouse of approximately fifty-seven thousand six hundred (57,600) square feet into office and commercial space;
 2. Rehabilitate "Building T", the vacant, historical three (3)-story warehouse of approximately forty-three thousand two hundred (43,200) square feet into office, commercial, and/or residential space;
 3. Construct twenty (20) new residential, owner-occupied, multi-story condominium and/or townhome units along the eastern Property line; and
 4. Construct all Public Improvements (as defined below) necessary to service the foregoing buildings and improvements.

The proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B. The Developer shall construct an additional twenty (20) owner-occupied residential units on the Property prior to January 1, 2026 as part of a Future Project.

- E. As of January 1, 2016, the Property has an aggregate assessed value of \$0.00, because it is owned by the RDA, which is exempt from real estate taxes. For the purposes of this Agreement, the Base Value of the Property shall be three million, nine hundred and ninety four thousand, and one hundred dollars (\$3,994,100.00), which based on the assessed tax rates in effect as of January 1, 2016, the Property would have yielded approximately:
 - 1. \$89,847.55 in total real estate taxes annually (assessed mill rate of \$22.49);
 - 2. \$75,776.40 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.32); and
 - 3. \$35,355.75 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).
- F. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be sixteen million, seventy-two thousand dollars (\$16,072,000.00) which is anticipated to yield approximately:
 - 1. \$361,459.28 in total real estate taxes annually (assessed mill rate of \$22.49);
 - 2. \$358,727.04 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.32); and
 - 3. \$142,237.20 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).

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.
- G. 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.
- H. 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; construction of building foundations; underground parking; parking lot construction; storm water management facilities; or the construction of public works infrastructure, which will constitute Qualified Expenditures (as defined below) for which TIF assistance may be afforded Developer.
- I. 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.
- J. 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 three million, nine hundred and ninety four thousand, and one hundred dollars (\$3,994,100.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means DDL HOLDINGS, LLC, or any assignee of the same.
- H. "Future Project" means any Private Improvements that will be constructed in the future, which shall be limited to forms and uses stipulated in the Planned Unit Development ("PUD") for the Property, and which result in an increase of the aggregate assessed value of the Property over and above the guaranteed aggregate assessed value of Sixteen Million Dollars (\$16,000,000.00) for the Project (as defined in this Agreement).
- I. "Plans and Specifications" means the plans and specifications developed for the Project.
- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, or which affect or are otherwise necessary for construction of Public Improvements, 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.
- N. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- O. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- P. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- R. "TID" means Tax Increment District No. Fourteen (14) 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.
- S. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- T. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. 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 composed of the following:
- I. Project Grant. The City shall provide to Developer two million, one hundred thousand dollars (\$2,100,000.00) of TIF Incentive as a Project Grant upon Developer fulfilling all obligations identified in in Sections IV.A., IV.B., IV.C., IV.E., IV.F., IV.G., IV.H., and IV.I. of this Agreement regarding the proposed Project.
- a) Such Project Grant shall be for purposes of paying certain Qualified Expenditures as referenced below. Developer shall provide the RDA with written evidence that Developer has incurred any such Qualified Expenditures and within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Project Grant necessary to pay such Qualified Expenditures.

- b) The City shall provide Developer a schedule of the annual costs of debt service associated with such Project Grant, which is herein attached as EXHIBIT C.
 - c) In order for the City to cover the costs of debt service associated with such Project Grant, The Developer guarantees that the Property shall have a minimum aggregate assessed value of:
 - (I) Eight million dollars (\$8,000,000.00) by January 1, 2020;
 - (II) Ten million, six hundred thousand dollars (\$10,600,000.00) by January 1, 2021;
 - (III) Twelve million, eight hundred thousand dollars (\$12,800,000.00) by January 1, 2022;
 - (IV) Fourteen million, nine hundred thousand dollars (\$14,900,000.00) by January 1, 2023; and
 - (V) Sixteen million dollars (\$16,000,000.00) by January 1, 2024, and for each January 1 through termination of the TID.
2. Future Project Grants. The City will provide additional TIF Incentives as Future Project Grants to Developer in an amount equal to one hundred thousand dollars (\$100,000.00) per each one million dollars (\$1,000,000.00) of guaranteed aggregate assessed value for each Future Project, upon Developer, or any of its successors-in-interest of any part of the Property, fulfilling all obligations identified in in Sections IV.A., IV.B., IV.C., IV.E., IV.F., IV.G., IV.H., and IV.I. of this Agreement for each such Future Project.
- a) Each Future Project Grant shall be for purposes of paying certain Qualified Expenditures as referenced below. Developer shall provide the RDA with written evidence that Developer or any of its successors-in-interest of any part of the Property has incurred any such Qualified Expenditures and within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Project Grant necessary to pay such Qualified Expenditures.
 - b) The City shall provide Developer a schedule of the annual costs of debt service associated with each Future Project Grant, which shall be herein attached as an additional EXHIBIT.
 - c) In order for the City to cover the costs of debt service associated with each Future Project Grant, The Developer guarantees that each Future Project shall have a minimum aggregate assessed value of no less than one million dollars (\$1,000,000.00) per each one hundred thousand dollars (\$100,000.00) of Future Project Grant within eighteen (18) months of each Future Project Grant award, and in no case any later than January 1, 2026.
3. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
- a) Public Improvements, as defined in Section II.M., and environmental remediation and asbestos abatement as required by State and Federal law;

- b) Any and all demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; construction of building foundations; or underground parking; parking lot construction; provided, however, that no disbursements pursuant to this Section III.B.3.b. shall be made until substantial completion of the Public Improvements related to the Project in this Section III.B.3.a. are complete; or
 - c) Any other activity specifically approved by the RDA.
- 4. 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 not paid with the two million one hundred thousand dollar (\$2,100,000.00) Project Grant shall be reimbursed to Developer pursuant to this PAYGo TIF Incentive.
 - 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 Tax Increment to cover its annual debt service obligation for each Project Grant. Should the annual debt service payment not consume all of the Available Tax Increment, the City shall pay fifty percent (50%) of the remaining Available Tax Increment to the Developer ("PAYGo Reimbursement").
 - e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the Available Tax 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 Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2018, the Available Tax Increment would be determined as of January 1, 2019 and the PAYGo Reimbursement would first be payable in 2020.
- 5. Additional Incentives. Developer and any third party that desires to purchase and/or develop any part of the Property may pursue additional TIF Incentives from the City and RDA above and beyond those stated in this Agreement, however, the RDA and City do not guarantee any such incentives will be awarded.
- 6. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either

reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed 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 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 Qualified Expenditures, PAYGo Reimbursement payments shall be made within thirty (30) days after Developer has paid in full the real estate taxes and any Special Assessments and Special Charges for the previous tax year, provided, however, in no event shall TIF Incentive payments continue after the earlier of termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

A. Concept Plan. Prior to December 1, 2017, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify:

- I. The location of all future public streets, which shall include, at minimum:
 - a) An extension of Kellogg Street east into the Property; and
 - b) An extension of Bond Street east into the Property; and

- c) An extension of Donald Driver Way into the Property, which shall also intersect with the new extensions of Kellogg and Bond Streets.

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

2. The location of twenty (20) new residential, owner-occupied, multi-story condominium and/or townhome units along the eastern Property line.
 3. The location, as determined by Developer, in its sole discretion, of a portion of the Property, no less than one-half (1/2) acre, which shall be accessible to the public from a public street, even if not fronting a public street, and in such manner as agreed to with the RDA, and which shall be reserved for educational and/or recreational purposes related to the former Fort Howard fortification.
- B. Construction Documents. Prior to December 1, 2017, and prior to commencement of construction of the Project, Developer shall submit site plans, building plans, and other drawings that 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 December 1, 2017, 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 ten million dollars (\$10,000,000.00) in "hard" construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. 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 materially impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or materially and 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. Unless otherwise noted herein, any and all approvals or consents required from the RDA or the City under this Agreement shall be provided to Developer within thirty (30) days from the date of the City's or RDA's receipt of Developer's request for approval or consent, which approval or consent shall not be unreasonably withheld, conditioned or delayed. In the event the RDA or City fail to either approve, deny, or consent within such thirty (30) day period, then Developer's request shall be deemed approved or consented to, as the case may be.

- E. Compliance with Planning, Zoning, Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer intends to submit an application to amend the Planned Unit Development ("PUD") currently applicable to the Property to accommodate proposed changes to the PUD. The parties shall cooperate with each other in amending the PUD as the parties deem to be in their mutual best interests in regard to the development of the Property.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than December 1, 2017, 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 the 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 December 1, 2017, 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 reasonable determination of the City and RDA, to complete the Project according to the Plans and Specifications.
- H. Acquisition of Property. By no later than December 1, 2017, 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 Expenditures 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 March 1, 2018. Construction of the Project (as defined in the Recitals) shall be completed no later than December 1, 2022. 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 of the Project, Developer shall from time to time provide to the RDA, upon RDA's request, information having a bearing upon the Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, financial statements for Developer.
- 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 of Sale of Project Property.
 - I. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof prior to termination of this Agreement, Developer shall provide to the RDA a written request for RDA's approval of the transfer twenty-one (21) days prior to the anticipated transfer. If such intended sale, transfer, or conveyance is to occur while the City's guaranty on the Property is in effect and will result in a release of any part of the Property subject to the City's guaranty of Developer's indebtedness owed to Hometown Bank, the Developer shall also provide to the City a written request for the City's approval of the transfer twenty-one (21) days prior to the anticipated transfer. The City and/or RDA may deny the request for any commercially reasonable reason; provided, however, if City or RDA fail to approve or deny the Developer's request within the aforementioned twenty-one (21) day period, then such request shall be deemed approved. Upon receipt of any such approval from the City and/or RDA, the Developer shall have the right to sell, transfer or convey the Property or any part thereof referenced in the Developer's request.

Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Developer shall not be required to provide the City or RDA with written notice of its intent to transfer the Property, or any party thereof, 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 or any approved Future Project.

2. No Transfer to Exempt Entities. Prior to the closure of Tax Increment District No. Fourteen (14), 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 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 construction of the Project, 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. City and RDA acknowledge that the Developer has provided the City and RDA with copies of all environmental reports pertaining to the Property.
 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; 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 of the Property to Developer.

- 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 - \$100,000 per accident;
 - b) Bodily Injury by Disease - \$100,000 per employee; and
 - c) \$500,000 policy limit.

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

- a) General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000;
 - b) Bodily Injury and Property Damage - \$2,000,000 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000 per occurrence; and

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

T. General Indemnity.

- 1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and 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 or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. 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.

U. Speculation. This Agreement shall not be used for speculation or speculative purposes.

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 Developer, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the persons 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 material 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 of the City shall have passed a resolution on due notice, authorizing the City to enter into this Agreement and authorizing the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City and RDA as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material 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 owned by the Developer when and as the same become due. Developer will pay all taxes and assessments levied against the Property owned by the Developer when and as the same become due. Developer acknowledges and agrees that failure of third parties to which the Developer has sold and/or transferred a portion of the Property to pay all taxes and assessments levied against the Property may impact the ability of the City to provide Developer PAYGO Reimbursement.
- 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 or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

- 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, to the best of Developer's knowledge, threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- 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 material 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 nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required 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 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; provided, however, with respect to liens for claims to payment that are subject to a bona fide dispute, such liens may be removed by Developer by 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.
- 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. 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. Except as otherwise set forth in this Agreement, 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, conditioned or delayed.
- 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 and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, discovery of artifacts on the Property 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, and except with respect to the discovery of artifacts on the Property as referenced in Section X(S) below, 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: DDL HOLDINGS, LLC
 Attention: Paul Belschner and Brent Weycker
 340 North Broadway
 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, in such form as mutually agreed to by the RDA and Developer, 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 Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. Except as otherwise set forth in this Agreement, this 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.
- S. Discovery of Artifacts. Any and all artifacts discovered on the property (whether historical, related to the old Fort Howard fortification, or otherwise), shall be the sole property of the City of Green Bay, and Developer shall immediately notify the City of any such artifacts upon discovery. Notwithstanding anything contained in this Agreement to the contrary, in the event Developer, or any third party purchaser or developer of any part of the Property, at any time during the term of this Agreement, discovers any artifacts (whether historical, related to the old Fort Howard fortification or otherwise) through excavation of any part of the Property or otherwise, and such discovery (i) causes a delay or suspension in construction of the Project, (ii) causes a change in the Project or any Concept Plan or Plans and Specifications related thereto then (a) the construction schedule for the Project, including, the deadlines or commencement and/or completion of construction, shall be extended for a period of time commensurate with the period of the delay or suspension, provided however, that Developer understands and agrees that this Agreement and any TIF Incentive shall not exceed the life of the TID and the City and RDA shall be under no obligation to extend the TID (b) the scope of the Project, the concept plans and the plans and specifications may be amended, as determined by Developer or any third party purchaser or developer of any part of the Property, as the case may be, with the written approval of the City and RDA. If the delay or suspension shall exceed ninety (90) days, the Developer, City, and RDA shall mutually determine whether to continue, amend, or terminate this Agreement. In no event shall the minimum aggregate assessed value of the Property be amended or changed as a result of the discovery of artifacts on the Property.

[Signature pages follow]

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

By: Brent Weycker
Brent Weycker, Managing Member

[illegible]

Renee Raddatz - Day
* *Renee Raddatz - Day*
Notary Public, Brown County, Wisconsin
My Commission Expires 10-11-2019

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

DEVELOPER:
DDL HOLDINGS, LLC

By:

Paul Belschner, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 1st day of December 2017, the above named Paul Belschner, a 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.

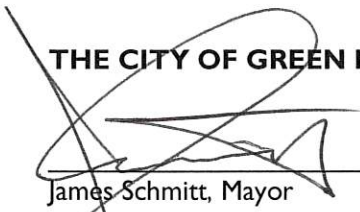


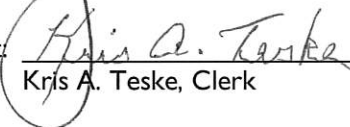
Genee Raddatz - Day
* Renee Raddatz - Day
Notary Public, Brown County, Wisconsin
My Commission Expires 10-11-2019

Signature page 3 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and DDL HOLDINGS, LLC

THE CITY OF GREEN BAY

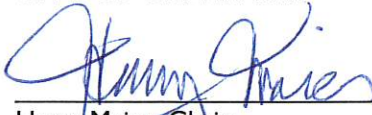
By:  _____
James Schmitt, Mayor

Attest:  _____
Kris A. Teske, Clerk

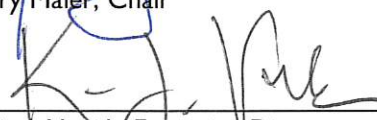
Signature page 4 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and DDL HOLDINGS, LLC

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

By: 

Harry Maier, Chair

Attest: 

Kevin J. Vonck, Executive Director

EXHIBIT A
Legal Description

Tax Parcels 5-1756 and 5-1757

Lots 17 and 18, Larsen Green, in the City of Green Bay,
West side of Fox River, Brown County, Wisconsin.

EXHIBIT B
Preliminary Concept Plan

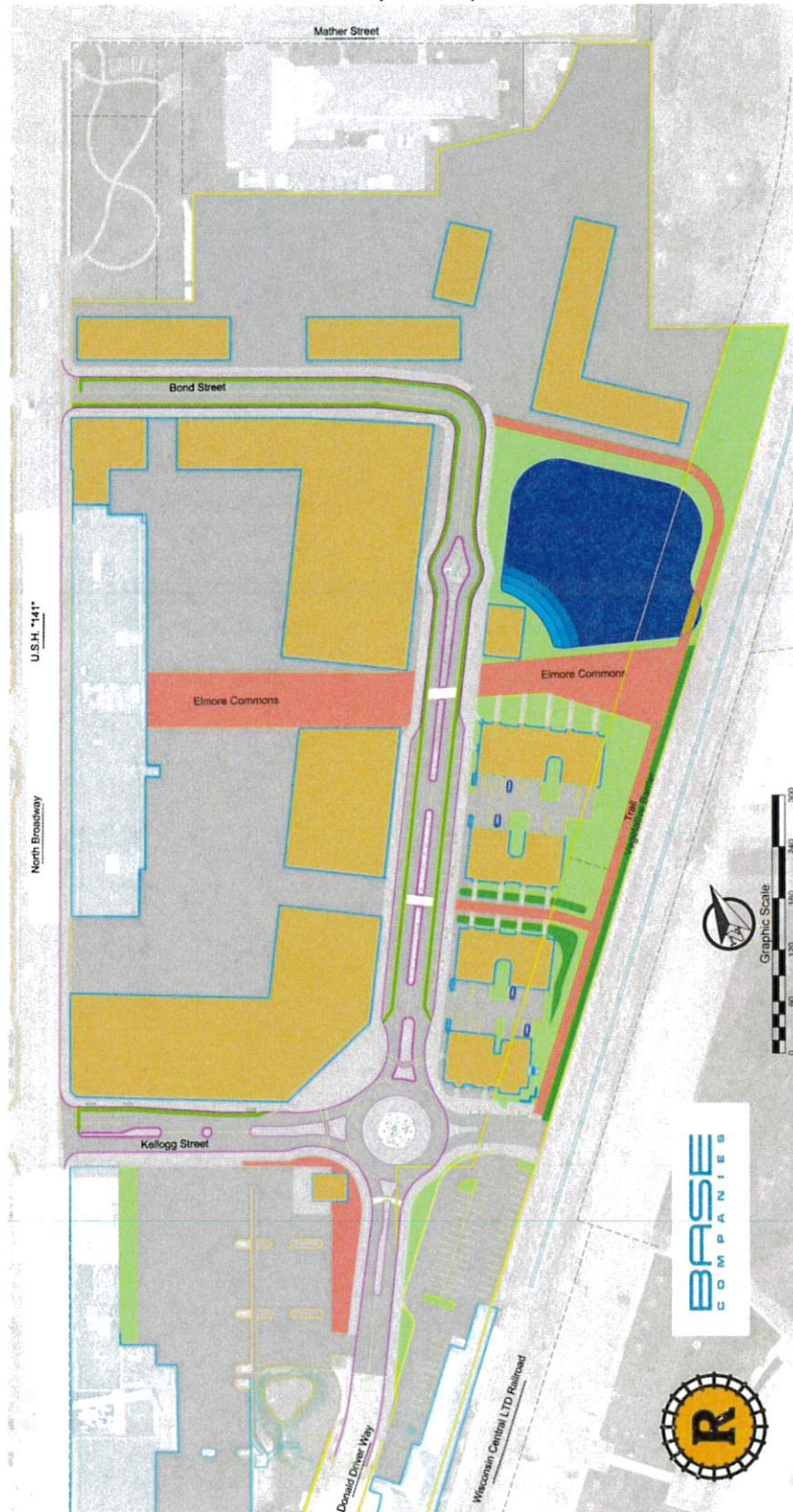


EXHIBIT C
Annual Costs of Debt Service for Project Grant



City of Green Bay
Department of Community and Economic Development

CONTINUING GUARANTY (LIMITED)
RAIL YARD: NORTH

This Continuing Guaranty (Limited) ("Guaranty")
is made this 1st day of December, 2017,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City" and/or "Guarantor"),
HOMETOWN BANK, a Wisconsin-chartered commercial bank ("Lender"),
and DDL HOLDINGS, LLC a Wisconsin limited liability company ("Borrower").

RECITALS

The Guarantor acknowledges the following:

- A. DDL HOLDINGS, LLC a Wisconsin limited liability company ("Borrower") has requested that the Lender extend certain credit facilities to Borrower in the aggregate principal amount of up to two million six hundred thousand dollars (\$2,600,000.00) ("Loan").
- B. The Borrower is requesting the Loan in order 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>
5-1756	420 N BROADWAY	14.553
5-1757	520 N BROADWAY	1.224

The parcels listed above shall be referred to as the "Property." The Property comprises approximately 15.777 acres of land.

- C. The Loan will be evidenced by:
1. A Commercial Promissory Note in the original principal amount of two million six hundred thousand dollars (\$2,600,000.00) made by Borrower in favor of Lender, dated December 1, 2017 ("Note"), secured by
 2. A Commercial Real Estate Mortgage from Borrower to Lender concerning the Property, dated December 1, 2017 ("Mortgage"),
 3. A Commercial Security Agreement from Borrower to Lender concerning business assets and fixtures located on the Property, dated December 1, 2017,
 4. An Assignment of Leases and Rents executed by Borrower to Lender concerning the Property, dated December 1, 2017 ("Assignment").

The Note, the Mortgage, and the foregoing identified documents or instruments, all as amended, modified and supplemented from time to time, are referred to as the "Loan Documents".

- D. The Lender is unwilling to make the Loan unless it receives this Guaranty from the Guarantor.
- E. In order to induce Borrower to undertake a development project on the Property, in which Borrower remediates environmental hazards, enhances the physical landscape, removes blight, expands the range of residential products, adds residents, and encourages additional investment and development, and to induce Lender to extend credit to Borrower, the Guarantor has determined it will benefit from Lender extending the Loan to Borrower and, therefore, is willing to execute this Guaranty.

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

I. GUARANTY

- A. Obligations. The Guarantor, subject to the limitations set forth herein, absolutely, irrevocably and unconditionally guarantees payment of and performance of, and promises to pay or cause to be paid to the Lender when due whether at the maturity date, or by acceleration or otherwise or, to the extent not prohibited by law, at the time the Borrower becomes the subject of bankruptcy or other insolvency proceedings, the following ("Obligations"):
 - 1. The repayment by the Borrower of the Loan as evidenced by the Note and any amendments, extensions, renewals, refinancings or modifications of, or substitutes or replacements for, the Loan or the Note;
 - 2. The amount of any payments made to the Lender or another by or on behalf of the Borrower which are recovered from the Lender by a trustee, receiver, creditor or other party pursuant to applicable federal or state law with respect to the Note; and
 - 3. The performance by Borrower of all of its obligations under the Loan Documents with respect to the Note.
- B. Limitations. The amount of liability under this Guaranty is limited to the principal amount of two million five hundred thousand dollars (\$2,500,000.00) plus up to a total of \$100,000.00 of any accrued interest, late fees, and costs, expenses and fees (including reasonable attorneys' fees) paid or incurred by Lender in enforcing any of the terms, covenants or provisions of this Guaranty or realizing upon this Guaranty or any collateral securing the Obligations ("Costs of Collection"), and the foregoing principal amount of limited liability under this Guaranty shall be reduced by the principal paid on the Note, including due to net proceeds received by Lender from the sale of any portion of the Property.
- C. Duration. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until the earlier of either (a) the expiration of ninety (90) days after the Guarantor gives written notice to Lender that the City intends to close City of Green Bay Tax Increment District No. Fourteen, and

Lender does not, within such period, require the City to purchase the Note, Mortgage and Assignment at their then balance due, or (b) all the Obligations shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full.

- D. Application. All monies available to the Lender for application in payment or reduction of the Obligations, including partial payments, may be applied by the Lender to the Obligations in such manner and in such amounts and at such time or times and in such order and priority as the Lender may elect.
- E. No Release. The Lender shall not release the Borrower from any Obligations or terminate any other guaranty prior to collecting from Guarantor under the Guaranty, or any portion thereof, provided however, that nothing shall prevent the Lender from releasing a guarantor upon acceptance of a substitute guarantor, or upon death, provided that there is no estate at the time of the release.
- F. Guarantor Not Released. The Lender may, upon notice to the Guarantor, at any time and from time to time, without affecting the liability of the Guarantor hereunder:
 - 1. Amend or consent to any amendment to any provision of any Loan Document, including without limitation, any change in the interest rate therein, any change in the time or manner of any payment required thereunder, or renew or extend the time of payment, except that Lender may not extend the time of payment without the consent of Guarantor;
 - 2. Make or consent to any agreement for the extension, renewal, payment, compounding, compromise, discharge or release of any Obligations or any provision of any Loan Document, or for any modification of the terms thereof;
 - 3. Substitute or add any one or more guarantors of the Obligations;
 - 4. Accept additional security or collateral for the Obligations;
 - 5. Fail to perfect its security interest in or realize upon any collateral given as security for the Obligations;
 - 6. Fail to realize upon any of the Obligations;
 - 7. Sell, assign or otherwise transfer all or part of its interests in the Obligations and in any collateral or security for the Obligations, whether through merger, consolidation, reorganization, dissolution, assignment, or similar transaction; and
 - 8. Accept a deed in lieu of foreclosure or make a credit bid of any part or all of the amount of the unpaid Obligations at the sale of any collateral for the Obligations which results in transfer or sale of the collateral to Lender;.

Lender will not release any liens against all or part of the Property sold by Borrower without giving the Guarantor advanced notice thereof and Lender will apply the net proceeds thereof received against the balance due on the Loan Documents.

Credit may be granted or continued from time to time by the Lender to the Borrower without the consent of the Guarantor, regardless of any such Borrower's financial or other condition at the time of any such grant or continuation, provided such grant or continuance of credit does not increase the remaining principle balance of this Guaranty.

Notwithstanding anything to the contrary in this Guaranty, Lender may, from time to time, enter into other transactions with Borrower, Guarantor, or other guarantors of the Obligations, that may result in such parties executing mortgages, security interests in or other documents which may or may not concern the Property or in executing additional unlimited continuing guaranties that by their terms may also guaranty payment of the Obligations associated with this Guaranty (all these documents being the "Additional Agreements"). The provisions of this guaranty do not affect Lender's rights, interest, and powers related to those Additional Agreements, provided however, that the priority of the Guarantor's rights hereunder are preserved. Lender is not required to notify or obtain permission or consent from Guarantor to enter into, modify, release, assign, or exercise any rights pursuant to these Additional Agreements.

- G. Subordination. Guarantor agrees that the Loan, and any other indebtedness owed by Borrower to Lender hereafter created and the Lender's rights under the Loan Documents, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, if Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Loan, the Obligations, and any other indebtedness owed by Borrower to Lender hereafter created (collectively the "Lender's Priority Debt"). Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Lender's Priority Debt. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender.

II. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY

The City's obligations under this Guaranty are conditioned upon the following:

- A. Existence. Borrower shall have provided City certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Borrower's existence and good standing.
- B. Financial Capacity. Borrower shall have provided City information concerning the Borrower's financial condition and any other matter pertinent hereto as the City may desire, the financial condition or character of the Borrower or the Borrower's ability to pay or perform the Obligations, the existence of any collateral or security for the Obligations, the existence or nonexistence of any other guaranties

of all or any part of the Obligations, any action or inaction on the part of the Lender, the Borrower or any other person, or any other matter, fact or occurrence whatsoever.

- C. Incumbency; Due Authorization. Borrower shall have provided a certificate of incumbency and resolutions of the company, demonstrating Borrower has been duly authorized to enter into Loan Documents and authorizing the person signing such Loan Documents to execute and deliver it to the City, and to bind Borrower to its terms.
- D. No Violation or Default. Borrower shall not be in violation of any of its governing documents or other contracts subject to this Guaranty or of any other agreement between Borrower and the City.
- E. No Funding Without Verification. Lender will not enter into the Loan Documents or fund the Loan until the Guarantor certifies in writing that all conditions precedent to this Guaranty have been met, and that it is binding upon the Guarantor.

III. REPRESENTATIONS, WARRANTIES AND COVENANTS

- A. The Guarantor is fully aware of the financial condition of the Borrower and is executing and delivering this Guaranty based solely upon the Guarantor's own independent investigation of all matters pertinent hereto and is not relying in any manner upon any representation or statement of the Lender as to the collectability or enforceability of any of the Obligations or the financial condition of the Borrower. Guarantor will be responsible for independently determining the credit worthiness and risk of nonpayment of the Obligations by Borrower so long as this Guaranty is in effect; and will not rely upon any statements made by Lender. The Guarantor represents and warrants that it is in a position to obtain, and hereby assumes full responsibility for obtaining, any additional information concerning the Borrower's financial condition and any other matter pertinent hereto as the Guarantor may desire, and the Guarantor is not relying upon or expecting the Lender to furnish to the Guarantor any information now or hereafter in the Lender's possession concerning the same or any other matter. The Guarantor acknowledges and agrees that the Lender (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to Guarantor for, and (c) has no duty to provide information to Guarantor regarding, the enforceability of any of the Obligations or the financial condition of any Borrower or guarantor. Guarantor shall have no right to require the Lender to obtain or disclose any information with respect to the Obligations, the financial condition or character of the Borrower or the Borrower's ability to pay or perform the Obligations, the existence of any collateral or security for the Obligations, the existence of any Additional Agreements, the existence or nonexistence of any other guaranties of all or any part of the Obligations, any action or inaction on the part of the Lender, the Borrower or any other person, or any other matter, fact or occurrence whatsoever. The Guarantor and Borrower hereby agree that the Lender may disclose any financial information or other data on the Guarantor and/or Borrower that is in the Lender's possession to any bank regulator, participant in the Loan, any purchaser of the Loan or any successor or assignee of the Lender.
- B. The Guarantor makes the following representations and warranties which shall be deemed to be continuing representations and warranties until the Obligations have been paid or performed in full:

1. The Guarantor has the requisite power, authority, capacity and legal right to execute, deliver and perform this Guaranty.
2. This Guaranty, when executed and delivered, will constitute the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, even though any Obligation is invalid and unenforceable against the Borrower.
3. Neither the execution nor delivery of this Guaranty nor the consummation of the transactions contemplated hereby will, with or without notice and/or lapse of time:
 - a) Constitute a breach of any of the terms and provisions of, or constitute a default under, any note, contract, document, instrument, agreement or undertaking, whether written or oral, to which the Guarantor is a party or to which the Guarantor's property is subject;
 - b) Accelerate or constitute an event entitling the holder of any indebtedness of the Guarantor to accelerate the maturity of any such indebtedness;
 - c) Conflict with or result in a breach of any writ, order, injunction or decree against the Guarantor or any court or governmental agency or instrumentality, whether national, state, local or other; or
 - d) Conflict with or be prohibited by any federal, state, local or other governmental law, statute, rule or regulation in effect on the date of this Guaranty.

C. The Guarantor waives, to the full extent permitted by law:

- I. Any defense that may arise by reason of:
 - a) The incapacity, lack of authority, liquidation, dissolution, termination, death or disability of the Borrower, the Guarantor or any other guarantor;
 - b) The formation, interpretation, validity, and/or unenforceability, in whole or in part, of any or all of this Guaranty, the Loan Documents, Obligations, and/or Additional Agreements, res judicata, statute of frauds, antideficiency statute, laches, impairment of collateral, equitable estoppel, failure to mitigate damages, impracticability, usury, forgery and duress; or
 - c) Any exercise by the Lender of any rights provided under, or any delay, action, inaction or neglect to enforce, assert or exercise any provisions of, this Guaranty, the Loan Documents, Obligations, and/or Additional Agreements;
 - d) Any delay, action, inaction, or neglect by the Lender or the Borrower, or any other event which should occur, after a bankruptcy proceeding is commenced by or against the Borrower;

- e) Any failure of Lender to resort to or recover from the collateral before exercising rights under this Guaranty against the Guarantor;
- 2. Notice of and consent to acceptance of this Guaranty and indulgences, the creation, extension or accrual of the Loan Documents, Obligations and any Additional Agreements, default under any obligations arising under any Additional Agreement, notice of acceleration or intent to accelerate any obligations arising under any Additional Agreement, proceedings to collect from any Borrower or anyone else, disposition of any collateral, assignment by Lender of the Guaranty, Loan Documents, Obligations and Additional Agreements; provided, however, that (a) Guarantor must be provided with notice of any modification, relaxation, extension, accrual of interest unpaid for more than 120 calendar days beyond its scheduled due date, default, any right to cure, and/or intent to accelerate any of the Obligations, and (b) Guarantor must consent to any Additional Agreements that alter the Guaranty and the disposition of any collateral referenced in the Loan Documents;
- 3. Any rights or defenses based upon an offset by the Guarantor against any obligation now or hereafter owed to the Guarantor by the Borrower; nondisclosure of events, conditions or situations or Guarantor's rights of and to subrogation (until all Obligations are paid in full to Lender);
- 4. Any right to revoke or disavow this Guaranty;
- 5. All diligence of collection and presentment, demand, notice and protest; and
- 6. Any right to disclosure from Lender regarding the financial condition of any Borrower and any guarantor of the Obligations or the enforceability of the Obligations.

Guarantor hereby acknowledges that as part of Lender's consideration for entering into the Loan, Lender has specifically bargained for the waiver and relinquishment by Guarantor of all potential defenses set forth herein, and Guarantor has had the opportunity to seek and receive legal advice from skilled legal counsel. Given the above, Guarantor does hereby represent and confirm to Lender that Guarantor is fully informed regarding, and that the guarantor does thoroughly understand (i) the nature of all such possible defenses, and (ii) the circumstances under which such defense may arise, and (iii) the benefits which such defenses might confer upon Guarantor, and (iv) the legal consequences of waiving such defenses. Guarantor acknowledges that Guarantor makes this Guaranty and all of the informed waivers herein shall each and all be fully enforceable by Lender, and that Lender is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

It is the intention hereof that the Guarantor shall remain liable to the extent set forth herein until all of the Obligations have been paid or performed in full, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of the Guarantor.

- D. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which Guarantor may, as a guarantor of the Obligations, have against a co-guarantor of any of the Obligations

or against Borrower shall be enforced nor any payment accepted by Guarantor until the Obligations are paid in full to Lender.

- E. Guarantor will provide information to Lender regarding Guarantor's financial condition with respect to this Guaranty upon receipt of a reasonable request, and, if the City declares the Borrower to be in default of the Development Agreement or Public Infrastructure Agreement (entered into between the City and Borrower concerning the Property), then when the City notifies Borrower of such default the City shall at the same time provide notice of such default to Lender
- F. Recovery of Reclaimed Funds. Guarantor agrees that, to the extent that the Borrower makes a payment or payments to the Lender or the Lender receives any proceeds of collateral, which payment or payments or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to Borrower, its estate, trustee, receiver, or any other party, including, without limitation, any guarantor, under any bankruptcy law, state or federal law, common law, judgment, decree, or order of any court or administrative body having jurisdiction over the Lender or any of its property, or equitable cause, or any settlement or compromise of any such repayment claim effected by the Lender with the claimant (including the Borrower), then to the extent of such payment or repayment, the Obligations or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the time immediately preceding such initial payment, reduction or satisfaction, and the Guarantor shall remain liable to the Lender for the amount so repaid to the same extent as if such amount had never originally been received by the Lender, notwithstanding any termination hereof or the cancellation of any note or other instrument evidencing any of the Obligations; provided that if collateral was released for such payment and such or comparable collateral is not returned to Lender as part of the repayment, then Guarantor shall not be responsible for the portion of the repaid payment that exceeds the value of collateral returned.
- G. Subordination of Development and Public Infrastructure Agreements. The Development Agreement and Public Infrastructure Agreement (entered into between the City and Borrower concerning the Property), and all terms, provisions, and conditions thereof, are and shall be subject and subordinate at all times and in all manners to the lien of the Mortgage.

IV. DEFAULT

- A. Failure by the Guarantor to perform any of the Obligations within thirty (30) days after written demand by the Lender shall constitute an Event of Default under this Guaranty.
- B. An Event of Default shall entitle the Lender to bring and prosecute a separate action or actions against the Guarantor provided the Borrower and any other guarantor is joined therein or a separate action or actions are brought against the Borrower or any other guarantor. The Lender may maintain successive actions for other Events of Default. Its rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until all of the Obligations to the Lender have been paid or performed in full.

- C. Guarantor is jointly and severally liable with Borrower for the full and timely performance of all of the Obligations.
- D. This Guaranty may be enforced without the necessity at any time of resorting to or exhausting any other security or collateral held by or available to the Lender, or bringing action against anyone, or having recourse to any of the property covered by any Mortgage or any other Loan Document through foreclosure proceedings or otherwise.
- E. Nothing herein contained shall at any time prevent the Lender from foreclosing any Mortgage, or from exercising any other rights available to it, and the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of the Guarantor, it being the purpose and intent of the Guarantor that its obligations hereunder shall be absolute and unconditional under any and all circumstances.
- F. Upon enforcement of this Guaranty, and Guarantor's performance of its obligations set forth in this Guaranty, the parties hereto agree that Guarantor shall have the option to require the Lender to assign the Note, Mortgage and Assignment to Guarantor and Guarantor shall have the right to enforce the remedies thereunder against Borrower up to the amount Guarantor paid Lender under this Guaranty, plus any costs of collection incurred by Guarantor in enforcing such remedies.

Lender and Borrower hereby acknowledge that as part of Guarantor's consideration for entering into this Guaranty, Guarantor has specifically bargained for the option to require Lender to assign the Note, Mortgage and Assignment to Guarantor upon enforcement of this Guaranty and Guarantor's performance of its obligations set forth herein, and Lender and Borrower have had the opportunity to seek and receive legal advice from skilled legal counsel. Lender and Borrower acknowledge that such option shall be fully enforceable by Guarantor against each, and that Guarantor is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

V. MISCELLANEOUS PROVISIONS

- A. Nondiscrimination. Borrower agrees the Property or any portion thereof shall not 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 Facility shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds. Lender is not responsible for Borrower's failure to abide by any provision in this Section V.A., and no violation thereof shall invalidate the Guarantor's obligations to Lender under this Guaranty so long as Lender timely notifies Guarantor if it learns of any violations of this Section V.A. by Lender. Lender's failure to notify Guarantor shall not be a defense to Guarantor's payment under this Guaranty, nor entitle Guarantor to any relief, credit or payment from Lender.

- B. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City have any personal liability arising out of this Guaranty, and Lender or Borrower shall not seek or claim any such personal liability.
- C. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Guaranty, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Guaranty. No official or employee of the City shall be personally liable to Lender or Borrower or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Lender or Borrower or its successors under this Guaranty.
- D. 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 Guaranty 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, discovery of historical artifacts, 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.
- E. Parties and Survival of Guaranty. Except as otherwise expressly provided herein, this Guaranty 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 Guaranty shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- F. Notices. All notices, demands, certificates or other communications under this Guaranty 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 the Lender: Hometown Bank
 Attention: Tim Beno
 80 Sheboygan St.
 Fond du Lac, WI 54935

With a copy to:

Atty. Alexander L. Ullenberg
Ullenberg Law Offices SC
101 Camelot Dr., Ste. 2b
Fond du Lac, WI 54935

To the Borrower: DDL Holdings, LLC
Attention: Paul Belschner
340 N. Broadway St.
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.

Any consents required to be obtained by Lender from the Guarantor under this Agreement, shall be submitted to the Development Director, or his/her successor. The Development Director shall be responsible for expeditiously obtaining consent binding upon the Guarantor. Consent is deemed given if Lender gives notice of request for consent to the foregoing person by means provided in Section V.F above, and objection or denial of consent thereto is not received by Lender within twenty-one (21) calendar days after such notice is given.

- G. Governing Law. The laws of the State of Wisconsin shall govern this Guaranty.
- H. Execution in Counterparts. This Guaranty may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- I. Severability. If any provision of this Guaranty 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.
- J. Recording of Guaranty. The City may record this Guaranty or a Memorandum of this Guaranty with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Borrower shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- K. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Guaranty shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- L. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

- M. Binding Effect. This Guaranty and all provisions thereof are binding upon and inure to the benefit of the Guarantor and Lender, and their respective legal successors. The Guaranty shall continue in full force and effect notwithstanding any change in structure or status of the Guarantor, Borrower or Lender, whether by merger, consolidation, reorganization, dissolution or otherwise, or assignment of this Guaranty to a successor or assignee of Lender.
- N. Construction; Definitions. Terms defined in this Guaranty apply in both singular and plural forms. The term "and/or" means that either or all of the things mentioned may be affected or involved. Unless otherwise specified, days are measured by calendar days. Paragraph titles are for convenience of reference only.
- O. Final Agreement. This Guaranty is intended by Guarantor and Lender as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of it; and it may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of Guarantor and Lender, said parties stipulation no such oral agreements exist. This Guaranty may not supplemented or modified except in writing signed by Guarantor and Lender.

[signature pages follow]

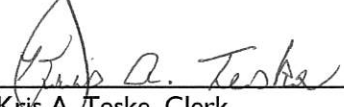
IN WITNESS WHEREOF, the parties have executed and delivered this Guaranty as of the day and year first written above.

**GUARANTOR:
CITY OF GREEN BAY, WISCONSIN**

By:


James J. Schmitt, Mayor

Attest:

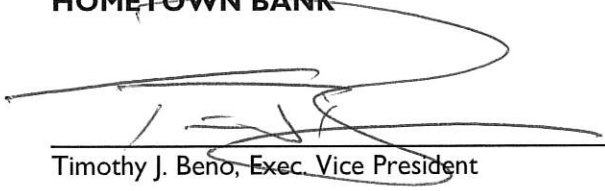

Kris A. Teske, Clerk

Signature page

THE CITY OF GREEN BAY, HOMETOWN BANK, and DDL HOLDINGS, LLC

**LENDER:
HOMETOWN BANK**

By:


Timothy J. Beno, Exec. Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 1st day of December 2017, the above named Timothy J. Beno, an authorized representative of HOMETOWN BANK, to me known to be the person who executed the foregoing instrument and acknowledged the same.

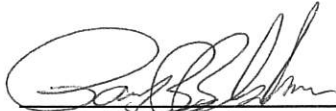


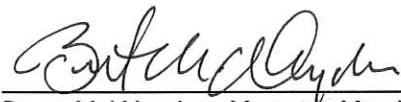

* Renee Raddatz-Day
Notary Public, Brown County, Wisconsin
My Commission Expires 10-11-2019

Signature page

THE CITY OF GREEN BAY, HOMETOWN BANK, and DDL HOLDINGS, LLC

**BORROWER:
DDL HOLDINGS, LLC**

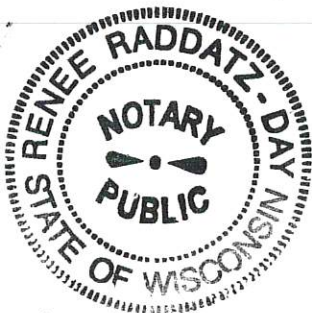
By: 
Paul B. Belschner, Managing Member

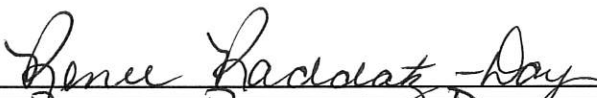
By: 
Brent M. Weycker, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 1st day of December 2017, the above named Paul B. Belschner and Brent M. Weycker, the managing members 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.




* Renee Raddatz-Day
Notary Public, Brown County, Wisconsin
My Commission Expires 10-11-2019



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # M.I.

To refer to Claims Committee the request by Ald. Dorff on behalf of Gerald Schaefer at 1608 Sonata Drive being dissatisfied with repairs done to an area on or near his property that resulted in a sprinkler head being removed.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # M.2.

To approve the request by Ald. Galvin for Department of Public Works to develop and implement a five year plan to inspect sidewalks and repair or replace them to code per the following:

- The proposed City program would target a 15-year cycle for proactive, routine inspection and repair/replacement of City sidewalks.
- The program would be capped financially, with an initial program value of \$300,000.
- The City would be partitioned off into similarly sized areas based on sidewalk coverage from our database.
- Seasonal engineering interns would complete inspections for the area targeted in the coming year (inspect in 2020 for 2021 repair/replacement).
- The cost for the engineering interns would be covered as part of the program cost.
- Using the previous year's construction costs, sidewalk inspections would continue until the financial cap is reached, at which time the program is shut off for the year.
- Any areas cut off within the geographically targeted area for a given year would become the first inspected for the following program year.
- The existing complaint-driven program would continue largely unchanged from the existing, but would likely decrease somewhat in size over time.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # M.3.

To hold until the January 8, 2020 Improvement and Services Committee meeting the request by Ald. Nicholson for (1) review of the Department of Public Works completion date expectations with possible action, and (2) notification to the Brown County Home Builders Association about the meeting as Department of Public Works staff will be meeting with Brown County Home Builders Association on December 12, 2019.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. EC Final Site Inspection 2019 Memo



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

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

DPW – FINAL SITE INSPECTION MEMO 2019

SITE INFORMATION: ADDRESS: _____ **Project #** _____
Contractor Name: _____
Owner Name: _____

INSPECTION DATE: (Month/Day/Yr) _____

BMP – Issue	Required Y/N	Complete Y/N	To Be Installed Y/N	N/A	Quantity Req'd	Units	Estimated Cost to Complete	Comments
Inlet Protection						Each		
Tracking Pad						Each		
Silt Fence						LF		
Silt Log						LF		
Vegetated Buffer						SY		
Straw/Mulch						SY		
Erosion Mat						SY		
Vegetated Cover Seeded / Established						SY		
Sidewalk						SF		
Driveway						Each		
Driveway Apron (25' Wide Opening)						Each		
Storm Water BMP Installation / Functioning								
Total Cost							\$	

Remaining items noted above that require corrective action or work to be completed will require a Cash Bond in the amount identified above to be deposited with the City of Green Bay Treasurer's office per Municipal Code Section 15.16(4) prior to the issuance of the Certificate of Occupancy. If corrective actions noted above are not completed by the dates agreed upon below, the City can utilize the cash bond to make the corrections.

If all corrective actions noted above are completed prior to the completion listed dates below, contract the DPW Representative identified below to request the release of the cash bond.

Party Responsible for Installation/Repair of Erosion Control BMP's:		Work Must be Completed By:	
Party Responsible for Final Site Stabilization:		Work Must be Completed By:	
Party Responsible for Sidewalk/Driveway/Apron Installation:		Work Must be Completed By:	

Contractor Signature: _____

Date: _____

Homeowner Signature: _____

Date: _____

DPW Representative Signature: _____

Date: _____

☐ Copy to Contractor

☐ Copy to Owner

☐ Copy to Owner

☐ Copy to File (ECLIPS)



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

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

DPW – FINAL SITE INSPECTION MEMO 2019

COSTS	2019	2019 + 20% Admin Fee
Inlet Protection	\$75.00 /EA	\$90.00 /EA
Tracking Pad	\$2,000 / EA	\$2,400 / EA
Silt Fence	\$2.00 /LF	\$2.40 /LF
Silt Log	\$2.00 /LF	\$2.40 /LF
Vegetated Buffer	\$1.50 / SY	\$1.80 / SY
Straw/Mulch	\$1.00 / SY	\$1.20 / SY
Erosion Mat	\$2.00 /SY	\$2.40 /SY
Vegetated Cover (Rye)	\$1.50 / SY	\$1.80 / SY
Sidewalk	\$6.50 / SF	\$7.80 / SF
Driveway (25' wide x 25' deep =	\$6.50 / SF \$4,100 / EA	\$7.80 / SF \$4,875 / EA
Driveway Apron (Based upon 25' opening @ R/W, 35' @ curb 12' deep)	\$6.50 / SF \$2,350 / EA	\$7.80 / SF \$2,820 / EA

DPW COMPLETION DATE EXPECTATIONS

CO's to be issued on sites prior to October 15 WILL BE SEEDED for final/temporary vegetated cover and ALL concrete work WILL be completed.

CO's to be issued on sites after October 15 and prior to November 1, final seeding will require a Cash Bond and ALL concrete work WILL be completed.

CO's issued AFTER November 1 will require Cash Bond for E/C, Vegetated Cover and ALL Concrete Work.

70% Vegetated Cover to be established prior June 1, E/C requirements perimeter controls enforced until vegetative cover is established

ALL outstanding concrete work to be completed prior to May 1



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # M.4.

To direct Department of Public Works staff to work with existing adjacent homeowners to acquire required easements necessary for Wisconsin Public Service to install the street light on request by Ald. Nicholson to install a street light between 2050 and 2058 Jamesford Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # M.5.

To hold until the January 8, 2020 Improvement and Services Committee meeting the request by Ald. Nicholson for status update on plans to address chronic flooding in the vicinity of Main and East Mason Streets and Department of Public Works staff to report back to the Committee on feedback from designer on phasing the project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # M.6.

To refer to staff 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 with Department of Public Works staff creating draft ordinances that allow even-odd overnight on street parking during summer months and/or year round and present at the January 8, 2020 Improvement and Services Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # M.7.

To approve the request by Department of Public Works to approve Amendment No. 2 for Professional Service Agreement with Ayres Associates for design contract for Haven Place and Hillcrest Drive in the amount of \$21,082.62.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Amendment No. 2 Ayres Associates

AMENDMENT 2 TO AGREEMENT

Amendment dated December 5, 2019

The Agreement for Professional Services made as of the November 6, 2017 between the City of Green Bay, Wisconsin, (OWNER) and Ayres Associates Inc, 3376 Packerland Drive, Ashwaubenon, WI, 54115 (CONSULTANT) is hereby amended as set forth below.

Project Background:

Ayres Associates was retained for the design of Hillcrest Drive, from Mason Street to the west City Limits. The project was planned for construction in the summer of 2018. Below lists the additional services that were outside of the original scope of our contract that was added to the project.

Amended Scope of Services:

Change in Contract Completion Date

Original project timeline was for a final design and specification completion in March 2018. Because of funding and assessment concerns, the project was delayed for an undetermined time in early 2018. Project is now anticipated to be constructed in 2020 and design completed in January 2020. The setting aside of the project and resurrection created inefficiencies with the design and redo of special provisions that were not anticipated in the original project budget.

Fee \$1,500.00

Two additional design meetings above the original scope hours

Coordination and facilitation of two additional design meetings. Hours are for Project Manager, Engineer 1 and Technician 3 in putting together displays, revised plans and attending meetings at City of Green Bay.

Fee \$2,650.00

Splitting of the project into two separate bid projects in the summer of 2019. (Haven Place and Hillcrest Drive)

Plan separation that included the addition of AutoCADD plan sheets, plan set revisions, AutoCADD note addition and deletions, quantity computations, bid form revisions, special provision revisions, and plan set coordination with City staff.

Fee \$6,475.00



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # M.8.

To approve the 2020 Sanitary District rates as provided for in the Proposed 2020 Sewer Service Charges summary.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. PROPOSED Sewer Service Charges 2020 12-04-2019
2. SSD RATE HISTORY78- 20 Data
3. SSD RATE HISTORY78- 20-Chart

PROPOSED 2020
SEWER SERVICE CHARGES

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

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

Biochemical Oxygen Demand (BOD)	= 235 ppm
Suspended Solids (S.S.)	= 371 ppm
Phosphorous	= 6.6 ppm
Total Kjeldahl Nitrogen (TKN)	= 40.8 ppm

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

Service Charge = Customer Charge + Volume Charge

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

<u>Meter Size</u> (Inches)	Monthly Billed Customers		Quarterly Billed Customers	
	<u>Allowance</u> (100 c.f.)	<u>Amount</u> (\$)	<u>Allowance</u> (100 c.f.)	<u>Amount</u> (\$)
5/8 or 3/4	1	\$ 15.00	3	\$ 32.30
1	3	27.50	9	68.30
1 1/2	5	39.90	15	104.30
2	10	71.60	30	195.60
3	20	154.60	60	438.10
4	30	229.70	90	637.90
6	65	455.20	195	1,275.90
8	175	1,074.90	510	3,018.20
10	250	1,528.40	750	4,392.80

c.f. = cubic feet

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

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

Volume:	\$0.87724/1,000 gallons
BOD:	\$0.57783/pound
Suspended Solids	\$0.52938/pound
Phosphorous:	\$1.18037/pound
TKN:	\$1.02910/pound

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

The G.B.M.S.D. Charge shall be: \$3.04/100 cubic feet
The City charge shall be:..... \$2.17/100 cubic feet
The total volume charge shall be:..... \$5.21/100 cubic feet

Section (3)(c)2. MONITORED USERS

Abnormal Strength Sewage

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

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

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

\$223.00 per month

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

	<u>G.B.M.S.D. Rate</u>	<u>City Rate</u>	<u>Total Rate</u>
Volume:	\$0.65618/100 c.f. ^(a)	\$2.17/100 c.f.	\$2.82620./100 c.f.
BOD:	\$0.57783/pound	--	\$0.57783/pound
S.S.:	\$0.52938/pound	--	\$0.52938/pound
Phosphorous:	\$1.18037/pound	--	\$1.18037/pound
TKN:	\$1.02910/pound	--	\$1.02910/pound

^(a)Equivalent to \$0.87724/1,000 gallons
c.f. = cubic feet

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

2020

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

Sampler Rental = \$35.00 per day

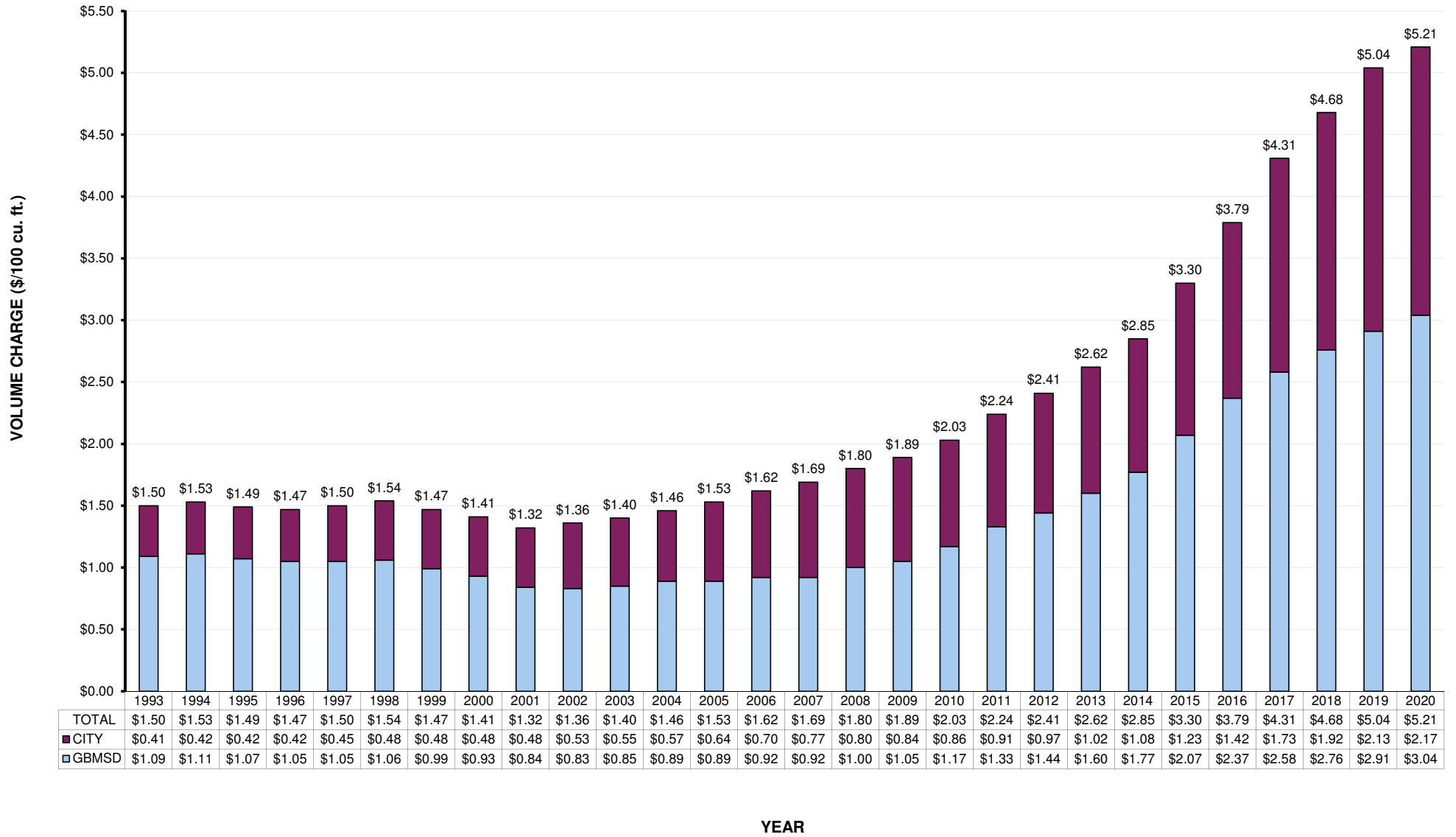
SANITARY SEWER DISTRICT RATE HISTORY

								QUARTERLY	
VOLUME CHARGE				MINIMUM CHARGE				CHARGE	
NON-MONITORED USERS				NON-MONITORED USERS				(AVERAGE	
YEAR	GBMSD	CITY	TOTAL	I/I	VOLUME	BILLING	TOTAL	RESIDENTIAL	BUDGET
								CUSTOMER)	
1979	\$0.55	\$0.27	\$0.82	\$3.73	\$2.46	\$1.36	\$7.55	\$22.31	\$5,418,930.00
1980	\$0.56	\$0.33	\$0.89	\$4.48	\$2.67	\$1.50	\$8.65	\$24.67	\$5,138,000.00
1981	\$0.56	\$0.36	\$0.92	\$4.52	\$2.76	\$1.47	\$8.75	\$25.31	\$5,358,500.00
1982	\$0.55	\$0.40	\$0.95	\$4.32	\$2.85	\$2.18	\$9.35	\$26.45	\$5,683,500.00
1983	\$0.54	\$0.42	\$0.96	\$4.35	\$2.88	\$2.47	\$9.70	\$26.98	\$6,282,000.00
1984	\$0.55	\$0.44	\$0.99	\$4.36	\$2.97	\$2.67	\$10.00	\$27.82	\$6,573,000.00
1985	\$0.54	\$0.40	\$0.94	\$4.42	\$2.82	\$2.86	\$10.00	\$26.92	\$7,004,000.00
1986	\$0.56	\$0.36	\$0.92	\$3.70	\$2.76	\$2.84	\$9.30	\$25.86	\$6,867,000.00
1987	\$0.62	\$0.38	\$1.00	\$3.91	\$3.00	\$3.04	\$9.95	\$27.95	\$7,275,000.00
1988	\$0.62	\$0.38	\$1.00	\$4.04	\$3.00	\$3.11	\$10.15	\$28.15	\$7,902,000.00
1989	\$0.72	\$0.38	\$1.10	\$4.04	\$3.30	\$3.16	\$10.50	\$30.30	\$8,216,000.00
1990	\$0.92	\$0.38	\$1.30	\$4.04	\$3.90	\$3.26	\$11.20	\$34.60	\$8,979,000.00
1991	\$0.93	\$0.41	\$1.34	\$4.24	\$4.02	\$3.14	\$11.40	\$35.52	\$9,588,000.00
1992	\$1.01	\$0.41	\$1.42	\$3.75	\$4.26	\$3.09	\$11.10	\$36.66	\$10,331,000.00
1993	\$1.09	\$0.41	\$1.50	\$3.10	\$4.50	\$3.75	\$11.35	\$38.35	\$11,773,000.00
1994	\$1.11	\$0.42	\$1.53	\$2.98	\$4.59	\$3.93	\$11.50	\$39.04	\$10,914,000.00
1995	\$1.07	\$0.42	\$1.49	\$3.00	\$4.47	\$4.58	\$12.05	\$38.87	\$11,349,000.00
1996	\$1.05	\$0.42	\$1.47	\$3.00	\$4.41	\$4.64	\$12.05	\$38.51	\$12,336,000.00
1997	\$1.05	\$0.45	\$1.50	\$3.00	\$4.50	\$4.92	\$12.42	\$39.42	\$12,163,500.00
1998	\$1.06	\$0.48	\$1.54	\$3.00	\$4.62	\$5.56	\$13.18	\$40.90	\$12,206,700.00
1999	\$0.99	\$0.48	\$1.47	\$3.00	\$4.41	\$5.40	\$12.81	\$39.27	\$12,744,500.00
2000	\$0.93	\$0.48	\$1.41	\$3.00	\$4.23	\$5.51	\$12.74	\$38.12	\$12,300,000.00
2001	\$0.84	\$0.48	\$1.32	\$3.00	\$3.96	\$5.62	\$12.58	\$36.34	\$14,744,000.00
2002	\$0.83	\$0.53	\$1.36	\$3.12	\$4.08	\$5.44	\$12.64	\$37.12	\$14,601,010.00
2003	\$0.85	\$0.55	\$1.40	\$3.12	\$4.20	\$5.44	\$12.76	\$37.96	\$14,707,890.00
2004	\$0.89	\$0.57	\$1.46	\$3.27	\$4.38	\$5.61	\$13.30	\$39.58	\$14,914,160.00
2005	\$0.89	\$0.64	\$1.53	\$3.91	\$4.59	\$4.94	\$13.50	\$41.04	\$15,165,010.00
2006	\$0.92	\$0.70	\$1.62	\$4.29	\$4.86	\$4.62	\$13.80	\$42.96	\$15,234,270.00
2007	\$0.92	\$0.77	\$1.69	\$4.80	\$5.07	\$4.63	\$14.50	\$44.92	\$15,523,730.00
2008	\$1.00	\$0.80	\$1.80	\$5.23	\$5.40	\$4.74	\$15.40	\$47.80	\$15,700,210.00
2009	\$1.05	\$0.84	\$1.89	\$5.41	\$5.67	\$5.33	\$16.40	\$50.42	\$13,977,596.00
2010	\$1.17	\$0.86	\$2.03	\$5.72	\$6.09	\$5.57	\$17.40	\$53.94	\$15,658,490.00
2011	\$1.33	\$0.91	\$2.24	\$6.52	\$6.72	\$5.06	\$18.30	\$58.62	\$16,355,716.00
2012	\$1.44	\$0.97	\$2.41	\$6.60	\$7.23	\$5.01	\$18.80	\$62.18	\$17,593,540.00
2013	\$1.60	\$1.02	\$2.62	\$6.67	\$7.86	\$5.07	\$19.60	\$66.76	\$17,183,170.00
2014	\$1.77	\$1.08	\$2.85	\$6.00	\$8.55	\$5.42	\$20.00	\$71.30	\$18,623,220.00
2015	\$2.07	\$1.23	\$3.30	\$6.59	\$9.90	\$5.41	\$21.90	\$81.30	\$20,000,120.00
2016	\$2.37	\$1.42	\$3.79	\$8.98	\$11.37	\$5.57	\$25.90	\$94.12	\$21,522,582.00
2017	\$2.58	\$1.73	\$4.31	\$9.00	\$12.93	\$5.56	\$27.60	\$105.18	\$24,325,816.00
2018	\$2.76	\$1.92	\$4.68	\$9.74	\$14.04	\$5.93	\$29.70	\$113.94	\$25,995,950.00
2019	\$2.91	\$2.13	\$5.04	\$10.72	\$15.12	\$5.90	\$31.70	\$122.42	\$28,754,196.00
2020	\$3.04	\$2.17	\$5.21	\$10.24	\$15.63	\$6.41	\$32.30	\$126.08	\$31,012,511.00
%CHANGE	4.47	1.88	3.37	-4.48	3.37	8.64	1.89	2.99	7.85

NOTE:

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

SANITARY SEWER DISTRICT RATE HISTORY





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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # M.9.

To approve the report of the Purchasing Assistant:

A. To award the purchase of traffic signal equipment from Cisco (\$16,035.00), Neher Electric (\$1,125.50), TAPCO (\$19,218.41), Viking Electric (\$1,447.15), and Wesco (\$33,065.28).

B. To award the purchase of traffic signals to Traffic Control Corp. in the amount of \$88,419.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 12-11-19 IS Traffic Signals Other



CITY OF GREEN BAY - PURCHASING DIVISION

TO: I&S Committee
FR: Becky Maccoux, Purchasing Assistant
DT: December 11, 2019
RE: Purchasing Report
Cc: Steve Grenier, James Brunette, Chris Pirlot, Diana Ellenbecker

Report of the Purchasing Assistant:

1. Request approval to award the purchase of traffic signal equipment from Cisco (\$16,035.00), Neher Electric (\$1,125.50), TAPCO (\$19,218.41), Viking Electric (\$1,447.15), and Wesco (\$33,065.28).

The following items were openly and competitively offered:

Improvement and Services - Report of the Purchasing Manager					
Description	Spec #	Funding Source	Awarded Vendor	# Responses	\$ Amount
Traffic Signals, Light Poles, Luminaires, Brackets and Other		101504-55107 Street Light Maint. 101504-55141 Signal Replacement	Cisco Tapco Wesco	6	\$16,035 \$19,218 \$33,065

CITY OF GREEN BAY QUOTATION SUMMARY - RFQ #3215
Traffic Signals, Street Light Poles, Luminares, Brackets & Other Related Equip/Parts

DEPT: DPW/Elec			REQ #211		VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4		VENDOR #5		VENDOR #6			
Planholders: 16 Vendors			CC #285		CISCO		NEHER ELECTRIC		TAPCO		TRAFFIC PARTS		VIKING ELECTRIC		WESCO			
ISSUED: 11/20/19			DUE: 11/25/19		Abrams, WI		Milwaukee		Brown Deer		Spring, TX		Green Bay		Green Bay			
QTY	DESCRIPTION				UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE		
1	40	EA	SIGNAL, TRAFFIC, CLEAR LENS LED (NO TINTED LENS), RED BALL, 12-INCH, DIALIGHT 433-1270-003XL OR EQUAL				\$	-	\$	-	\$ 36.67	\$ 1,466.80	\$ 44.00	\$1,760.00	\$	-		
2	10	EA	SIGNAL, TRAFFIC, 3-SECTION, VERTICAL ORIENTATION, BLACK HOUSINGS, BLACK DOORS, BLACK TUNNEL VISORS, WITHOUT LENSES, EAGLE SA103A1211BBB, NO SUBSTITUTE				\$	-	\$	-	\$ 211.13	\$ 2,111.30	\$	-	\$	-		
3	40	EA	BRACKET, LUMINAIRE MOUNTING, STREETLIGHT, STEEL, GALVANIZED WITH BLACK SEMI-GLOSS FINISH, P2 TENON MOUNT WITH THREE SET-SCREWS, SINGLE 6-FT ARM WITH 12-FT RISE, REMOVABLE CAP, VALMONT MS321-06-02 OR EQUAL				\$ 304.00	\$ 12,160.00	\$ 293.50	\$11,740.00	\$ 302.18	\$12,087.20	\$	-	\$ 310.00	\$12,400.00	\$ 289.69	\$11,587.60
4	30	EA	ELECTRICAL TAPE, 3/4 INCH x 66 FT, 3M SCOTCH SUPER 88, NO SUBSTITUTE				\$	-	\$ 5.45	\$ 163.50		\$ -		\$ -	\$ 4.73	\$ 141.90	\$ 4.62	\$ 138.60
5	30	EA	ELECTRICAL TAPE, WHITE, 3/4 INCH x 66 FT, 3M SCOTCH 33, NO SUBSTITUTE				\$	-	\$ 4.75	\$ 142.50		\$ -		\$ -	\$ 4.20	\$ 126.00	\$ 4.10	\$ 123.00
6	5	EA	LUMINAIRE, STREETLIGHT, ORNAMENTAL, TEARDROP GLASS, STANDARD TRIM, P30S LED PACKAGE, 4000K COLOR TEMPERATURE, TYPE 4M DISTRIBUTION, 12,964 LUMEN OUTPUT, HOLOPHANE ESL2/P30S/40K/AS/BK/TG/4/S				\$ 1,255.00	\$ 6,275.00	\$ 1,285.00	\$ 6,425.00	\$ 1,316.13	\$ 6,580.65	\$	-	\$ 1,315.00	\$ 6,575.00	\$ 4,070.10	\$20,350.50
7	5	EA	BRACKET, STREETLIGHT LUMINAIRE MOUNTING SLIPFITTER, 2.375-IN ARM SLIP-FIT MOUNT, ADJUSTABLE QUICK-LOCK STEM FIXTURE MOUNT, BLACK FINISH, BOSTON HARBOUR STYLE, HOLOPHANE BHDF/200/BK				\$ 170.00	\$ 850.00	\$ 171.00	\$ 855.00	\$ 177.42	\$ 887.10		\$ -	\$ 178.00	\$ 890.00	\$ 546.39	\$ 2,731.95
														Freight if not ordered weather line 6, 9 or 10	\$ 250.00			
8	10	EA	BRACKET KIT, TRAFFIC SIGNAL MOUNTING, 5-SECTION, NATURAL COLOR, 120-INCH STAINLESS STEEL CABLE, ALL AXIS ADJUSTABLE, HINGED SINGLE BOLT TUBE CLAMP, WITH TY-BACK ACCESSORY, PELCO GALAXY SERIES AG-0125-5-120-SS-PNC KIT WITH AB-0506-ZN2 TY-BACK OR EQUAL				\$	-	\$	-	\$ 193.28	\$ 1,932.80	\$	-	\$	-	\$	-
9	5	EA	LUMINAIRE, ORNAMENTAL, UTILITY POST-TOP, BLACK, CAST ALUMINUM, 70 WATT LED, 350mA 120-277VAC DRIVER, ASYMMETRIC FULL-CUTOFF FLAT GLASS OPTICS, SPIKE FINIAL, NO PHOTOCELL SOCKET, 20-FT LEADS, HOLOPHANE PUL0704KASBL3SHL20, NO SUBSTITUTES				\$ 1,542.00	\$ 7,710.00	\$ 1,580.00	\$ 7,900.00	\$ 1,616.13	\$ 8,080.65	\$	-	\$ 1,670.00	\$ 8,350.00	\$ 4,995.05	\$24,975.25
10	5	EA	BRACKET, SINGLE LUMINAIRE MOUNTING, ALUMINUM CONSTRUCTION, 3-IN HIGH X 3-IN O.D. TENON, FLAT 6-IN X 12-IN X 3/8-IN MOUNTING PLATE, SEMI-GLOSS BLACK FINISH, HOLOPHANE ANNAPOLIS SFRIIS AWR-CAIRK, NO SUBSTITUTES				\$ 240.00	\$ 1,200.00	\$ 243.00	\$ 1,215.00	\$ 250.53	\$ 1,252.65	\$	-	\$ 260.00	\$ 1,300.00	\$ 773.20	\$ 3,866.00
11	16	EA	STREET LIGHT POLE F, FIRE RIG GLASS-COMPOSITE, <u>AS PER ATTACHED SPECIFICATIONS</u>				\$ 1,303.00	\$ 20,848.00	\$ 1,269.50	\$20,312.00	\$ 1,288.15	\$20,610.40	\$	-	\$ 1,300.00	\$20,800.00	\$ 1,244.33	\$19,909.28
12	30	EA	CONNECTOR, WIRE, INSULATED, 2-PORT, #4-#14 CU OR AL, SINGLE SIDED ENTRY, NSI POLARIS IT-4, ILSO PBTS 2-4, T&B CSB 4-2S, OR EQUAL				\$ 7.30	\$ 219.00	\$ 9.85	\$ 295.50		\$ -		\$ -	\$ 9.10	\$ 273.00	\$ 6.52	\$ 195.60
13	30	EA	CONNECTOR, WIRE, INSULATED, 3-PORT, #4-#14 CU OR AL, SINGLE SIDED ENTRY, NSI POLARIS IPL 4-3, ILSO PBTS 3-4, T&B CSB 4-3S, OR EQUAL				\$ 10.80	\$ 324.00	\$ 15.40	\$ 462.00		\$ -		\$ -	\$ 13.46	\$ 403.80	\$ 8.79	\$ 263.70
14	30	EA	CONNECTOR, WIRE, INSULATED, 4-PORT, #4-#14 CU OR AL, NSI POLARIS IPL 4-4, ILSO PBTS 4-4, T&B CSB 4-4S, OR EQUAL				\$ 13.80	\$ 414.00	\$ 19.75	\$ 592.50		\$ -		\$ -	\$ 17.13	\$ 513.90	\$ 10.25	\$ 307.50
15	30	EA	FUSE HOLDER, INLINE, BREAKAWAY, SCREW TERMINAL, #12-#3 WIRE RANGE, WITH INSULATING BOOTS FOR EACH END, BUSSMAN HEB-JW-RLC-J, MERSEN FEB-81-81-BA, IDEAL SLK30-1212, OR EQUAL				\$ 53.90	\$ 1,617.00	\$ 24.85	\$ 745.50		\$ -		\$ -	\$ 54.31	\$ 1,629.30	\$ 59.99	\$ 1,799.70
16	5	EA	SIGNAL, TRAFFIC, 5-SECTION, VERTICAL ORIENTATION, BLACK HOUSINGS, BLACK DOORS, BLACK TUNNEL VISORS, WITH R-Y-G-Y-G CLEAR LENS LED, EAGLE SA105A1211BBB				\$	-	\$	-	\$ 633.10	\$ 3,165.50	\$	-	\$	-	\$	-

17	10	EA	SIGNAL, TRAFFIC, PEDESTRIAN, 1-SECTION, COUNTDOWN LED TYPE, 18IN x 18IN, BLACK POLYCARBONATE HOUSING, BLACK POLYCARBONATE DOOR, BLACK POLY HOOD VISOR, FULL HAND/FULL PERSON INDICATIONS, MIL-STD-810F MOISTURE RESISTANCE, MIL-STD-883 VIBRATION RESISTANCE, 80-135 VAC ITC PTCI PART 2-2004 COMPLIANT, GE GT1 DALLIGHT 430-6479-001X, OR EQUAL		\$ -		\$ -	\$ 249.95	\$ 2,499.50	\$ 255.50	\$2,555.00	\$ -		\$ -	
18	50	EA	LOCK NIPPLE, TRAFFIC SIGNAL, 1-1/2 INCHES x 1-1/2 INCHES LONG, THREADED, ALUMINUM, UNPAINTED		\$ -		\$ -	\$ 4.83	\$ 241.50	\$ 4.00	\$ 200.00	\$ -		\$ -	
19	20	EA	POLE CAP, TRAFFIC SIGNAL, ALUMINUM, PAINTED SEMI-GLOSS BLACK, 3 OR MORE BRASS OR STAINLESS STEEL SET SCREWS, TO FIT 4.5 INCH O.D. POLE		\$ -		\$ -	\$ 15.49	\$ 309.80	\$ 18.00	\$ 360.00	\$ -		\$ -	
20	20	EA	POLE CAP, TRAFFIC SIGNAL, ALUMINUM, UNPAINTED, 3 OR MORE BRASS OR STAINLESS STEEL SET SCREWS, TO FIT 4.5 INCH O.D. POLE		\$ -		\$ -	\$ 12.79	\$ 255.80	\$ 16.50	\$ 330.00	\$ -		\$ -	
21	20	EA	PEDESTRIAN PUSHBUTTON, ROUND, UNIVERSAL DIRECTIONAL ARROW ON BUTTON FACE, YELLOW HOUSING, WITH YELLOW MOUNTING BASE FOR ROUND POLES, TWO-TONE AUDIBLE CONFIRMATION, POLARA BULLDOG BDSP-011-Y AND APBC-Y OR EQUAL		\$ -		\$ -	\$ 99.87	\$ 1,997.40			\$ -		\$ -	
22	1000	EA	WIRE CONNECTOR, TWIST-ON, WINGED, SILICONE FILLED, 600V, #18 to 8 AWG, MIN. 2 #18, MAX. 3 #10, IDEAL MODEL 30-1262J OR EQUAL	\$ 0.86	\$ 860.00	\$ 0.54	\$ 542.00		\$ -		\$ -	\$ 0.59	\$ 589.90	\$ 0.54	\$ 540.00
23	500	EA	WIRE CONNECTOR, CRIMP-ON, INSULATED, FORK, #8 STUD, #14 to #16 AWG	\$ 10.50	\$ 5,250.00		\$ -		\$ -		\$ -	\$ 0.41	\$ 206.10	\$ 0.59	\$ 295.00
24	500	EA	WIRE CONNECTOR, CRIMP-ON, INSULATED, FORK, #10 STUD, #10 to #12 AWG	\$ 9.80	\$ 4,900.00		\$ -		\$ -		\$ -	\$ 0.53	\$ 266.05	\$ 0.72	\$ 360.00
25	3	EA	MMU CONFLICT MONITOR, TRAFFIC SIGNAL, NEMA 16-CHANNEL CONNECTOR PORTS, SDLC PORT, RS-232 PORT AND ETHERNET PORT, INDIVIDUAL LCD DISPLAYS FOR CHANNEL STATUS AND DATA LOGS, FAULT MEMORY, INTERNAL CLOCK, LICENSED OR FREE MS-WINDOWS BASED DOWNLOAD & CONFIGURATION SOFTWARE INCLUDED, EDI MMU-16LE OR EQUAL		\$ -		\$ -	\$ 788.23	\$ 2,364.69	\$ 905.00	\$2,715.00		\$ -		\$ -
26	20	EA	LOAD SWITCH, TRAFFIC SIGNAL, 2-CIRCUIT, 20 AMP, PDC-SSF-86-3 OR EQUAL		\$ -		\$ -	\$ 19.68	\$ 393.60	\$ 25.00	\$ 500.00		\$ -		\$ -
27	20	EA	CIRCUIT BREAKER, 20A, 1-POLE, 120V, 22KA RATED, CUTLER-HAMMER BRH-120 OR EQUAL		\$ -	\$ 19.00	\$ 380.00		\$ -		\$ -		\$ -	\$ 19.95	\$ 399.00
28	3	EA	METER PEDESTAL, ELECTRIC UTILITY, 200A, 120/240V, 1-PHASE, WITH SERVICE DISCONNECT PROVISIONS, MILBANK NU8980-0-KK		\$ -		\$ -		\$ -		\$ -	\$ 325.00	\$ 975.00	\$ 353.49	\$ 1,060.47
29	10	EA	BACKPLATE, TRAFFIC SIGNAL, BLACK, FLEXIBLE SIDE MOUNTED SEGMENTS, BOLT-TOGETHER SEGMENTS, 3 SECTION SIGNAL FIT, PELCO BK-8000-3-PNC		\$ -		\$ -	\$ 81.23	\$ 812.30		\$ -		\$ -		\$ -
30	10	EA	BACKPLATE, TRAFFIC SIGNAL, BLACK, FLEXIBLE SIDE MOUNTED SEGMENTS, BOLT-TOGETHER SEGMENTS, 5 SECTION SIGNAL FIT, PELCO BK-8000-5-PNC		\$ -		\$ -	\$ 108.89	\$ 1,088.90		\$ -		\$ -		\$ -
31	6	EA	BACKPLATE, TRAFFIC SIGNAL, BLACK, FLEXIBLE SIDE MOUNTED SEGMENTS, BOLT-TOGETHER SEGMENTS, 4 SECTION SIGNAL FIT, PELCO BK-8000-4-PNC		\$ -		\$ -	\$ 96.42	\$ 578.52		\$ -		\$ -		\$ -
TOTAL AWARD TO EACH VENDOR:					\$ 16,035.00		\$ 1,125.50		\$19,218.41				\$ 1,447.15		\$33,065.28
LEAD TIME:				1-18 Weeks		1-20 Weeks		4-16 Weeks		Stock-60 Days		5-6 Weeks		6 Weeks	
PAYMENT TERMS: NET 30															
EARLY PAYMENT DISCOUNT:				Net 30		Net 30		Net 30		Net 30		Net 30		Net 30	
COMPANY ACCEPTS P-CARD PAYMENTS:				No		No		Yes		No		Yes		Yes	

Recommendation: Award to the lowest responsive, responsible vendors as follows:

\$ 16,035.00 Cisco

\$ 1,125.50 Neher Electric

\$ 19,218.41 Tapco

\$ 1,447.15 Viking Electric

\$ 33,065.28 Wesco

2. Request approval to award the purchase of traffic signals to Traffic Control Corp. in the amount of \$88,419.

The following items were openly and competitively offered:

Improvement and Services - Report of the Purchasing Manager					
Description	Spec #	Funding Source	Awarded Vendor	# Responses	\$ Amount
Traffic Signals		401500E-55141 Signal Replacement	Traffic Control Corp	3	\$88,419

CITY OF GREEN BAY QUOTATION SUMMARY
RFQ #3203 - Traffic Signals

DEPT: DPW/Elec		REQ #205	VENDOR #1		VENDOR #2		VENDOR #3	
Planholders: 19 Vendors		CC #285	TRAFFIC CONTROL CORP		TAPCO		GENERAL TRAFFIC CORP	
ISSUED: 10/29/19		DUE: 11/13/19	Woodridge, IL		Brown Deer		Neuburgh, NY	
QTY	UOM	DESCRIPTION	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
606	EA	SIGNAL, TRAFFIC, CLEAR LENS LED (NO TINTED LENS), GREEN BALL, 12-INCH, DIALIGHT 433-2270-001XL OR EQUAL	\$ 24.00	\$ 14,544.00	\$ 24.33	\$ 14,743.98	\$ 28.00	\$ 16,968.00
606	EA	SIGNAL, TRAFFIC, CLEAR LENS LED (NO TINTED LENS), YELLOW BALL, 12-INCH, DIALIGHT 433-3270-901XL OR EQUAL	\$ 24.00	\$ 14,544.00	\$ 24.47	\$ 14,828.82	\$ 20.50	\$ 12,423.00
606	EA	SIGNAL, TRAFFIC, CLEAR LENS LED (NO TINTED LENS), RED BALL, 12-INCH, DIALIGHT 433-1270-003XL OR EQUAL	\$ 24.00	\$ 14,544.00	\$ 24.97	\$ 15,131.82	\$ 22.87	\$ 13,859.22
173	EA	SIGNAL, TRAFFIC, CLEAR LENS LED (NO TINTED LENS), GREEN ARROW, 12-INCH, DIALIGHT 432-2374-001XOD, GE DR6-GCAAN-VLA OR EQUAL	\$ 27.00	\$ 4,671.00	\$ 27.13	\$ 4,693.49	\$ 27.65	\$ 4,783.45
189	EA	SIGNAL, TRAFFIC, CLEAR LENS LED (NO TINTED LENS), YELLOW ARROW, 12-INCH, DIALIGHT 432-3374-901XOD, GE DR6-YCAAN-VLA OR EQUAL	\$ 27.00	\$ 5,103.00	\$ 26.40	\$ 4,989.60	\$ 26.45	\$ 4,999.05
36	EA	SIGNAL, TRAFFIC, CLEAR LENS LED, RED ARROW, 12-INCH, DIALIGHT 432-1374-001XOD, GE DR6-RCAAN-VLA OR EQUAL	\$ 27.00	\$ 972.00	\$ 27.48	\$ 989.28	\$ 28.75	\$ 1,035.00
230	EA	SIGNAL, TRAFFIC, PEDESTRIAN, COUNTDOWN LED TYPE, 16IN x 18IN, MODULE ONLY, FULL HAND/FULL PERSON INDICATIONS, MIL-STD-810F MOISTURE RESISTANCE, MIL-STD-883 VIBRATION RESISTANCE, 80-135 VAC, ITE PTCSI PART 2-2004 COMPLIANT, GE GT1, DIALIGHT 430-6479-001X, OR EQUAL	\$ 98.00	\$ 22,540.00	\$ 106.83	\$ 24,570.90	\$ 86.50	\$ 19,895.00
53	EA	SIGNAL, TRAFFIC, PEDESTRIAN, 1-SECTION, COUNTDOWN LED TYPE, 16IN x 18IN, BLACK POLYCARBONATE HOUSING, BLACK POLYCARBONATE DOOR, BLACK POLY HOOD VISOR, FULL HAND/FULL PERSON INDICATIONS, MIL-STD-810F MOISTURE RESISTANCE, MIL-STD-883 VIBRATION RESISTANCE, 80-135 VAC, ITE PTCSI PART 2-2004 COMPLIANT, GE GT1 DIALIGHT 430-6479-001X, OR EQUAL	\$ 217.00	\$ 11,501.00	\$ 174.28	\$ 9,236.84	\$ 186.00	\$ 9,858.00
TOTAL:				\$ 88,419.00		\$ 89,184.73		\$ 83,820.72
LEAD TIME:			4 Weeks		30 Days		30 Days	
PAYMENT TERMS: NET 30			Net 30		Net 30		Net 30	
COMPANY ACCEPTS P-CARD PAYMENTS:			No		Yes		Yes	

Recommendation: Award to the lowest responsive, responsible vendor Traffic Control Corp in the amount of \$88,419.00

General Traffic Corp has been disqualified until further notice due to past history of poor performance issues.



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # M.10.

To approve payment for the following easement:

Baird Creek Interceptor Sewer Easement at Grandview Road

Erie Road Development, LLC \$25,725
Parcel 21-11

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Baird Creek Interceptor Sewer Easement at Grandview Rd

EASEMENT FOR SEWER PURPOSES

It having been deemed necessary for the Improvement, maintenance or protection of public or private property to occupy or use lands owned by ERIE ROAD DEVELOPMENT, L.L.C. in the City of Green Bay, Brown County, Wisconsin.

KNOWN ALL BY THESE PRESENTS that the owner(s) herein for and in consideration of the sum of Twenty Five Thousand Seven Hundred Twenty Five and no/100 dollars (\$25,725.00) in hand paid, the receipt of which is hereby acknowledged, do hereby bargain, sell, convey, transfer and deliver unto

The CITY OF GREEN BAY, a Wisconsin Municipal Corporation,

Return this document to:
City Clerk - Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

a PERMANENT EASEMENT and right-of-way including the perpetual right to enter upon the real estate described in Exhibit A at any time that it may seem fit and construct, maintain and repair underground pipelines and necessary appurtenances (or manholes) for the purposes of conveying sewage over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said pipelines and necessary appurtenances, over the following described in Exhibit A.

It is expressly understood and agreed that during the construction of said pipeline and necessary appurtenances materials and excavation may be placed beyond the limits of the lands described in Exhibit A, which materials and soil shall be removed immediately upon completion of construction and ground restored to original condition. After the construction of said pipeline and necessary appurtenances, grantor and his successors shall have and retain all rights to the use and occupation of said real estate, provided that no structure shall be erected over the lands described in Exhibit A.

For the purpose of the construction, maintenance and repair of said pipeline and necessary appurtenances, the said CITY OF GREEN BAY shall have the right to enter, pass over and use said premises and the lands adjacent thereto for the transportation, laying down, and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work, but shall do so with the least inconvenience practicable to the grantor(s), and provided that in the event any damage is caused to said real estate or to the lands adjacent thereto, including building erected thereon, by reason of the CITY OF GREEN BAY entering thereon for the purpose of the maintenance and/or repair of said pipeline and necessary appurtenances, said CITY OF GREEN BAY shall fully compensate said grantor or successors therefor.

Signed and sealed this 25th day of November, 2019.

X _____

print name and title above

X John J. Banker
John J. Banker Mangon
print name and title above
Member

STATE OF WISCONSIN)
) SS.
DANE COUNTY)

X C. Liddicraft
Christina B. Liddicraft
 print name of notary above
 Notary Public, Brown County,
 Wisconsin
 My Commission Expires: 01-25-2022

I:\DeptData\PubWorks\ExecSupport\CT3Desk1\LEGAL\EASEMENT\Baird Cr Interceptor at Grandview.doc

EXHIBIT A

**DESCRIPTION OF BAIRD CREEK INTERCEPTOR SEWER EASEMENT
AT GRANDVIEW ROAD**

PERMANENT EASEMENT AREA

That part of the southeast ¼ - northwest ¼, Section 1, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the west ¼ corner of said Section 1;

thence N00°-26'-04" E, 445.02 feet along the west line of said Section 1 (also being the centerline of Erie Road);

thence S89°-32'-54" E, 622.78 feet;

thence southeasterly along the arc of a 400.00 foot radius curve to the right, 225.09 feet, said curve having a chord which bears S73°-25'-38" E, 222.13 feet;

thence continuing southeasterly along the arc of a 470.00 foot radius curve to the left 337.45 feet, said curve having a chord which bears S77°-52'-29" E, 330.25 feet;

thence N81°-33'-24" E, 616.98 feet., to the point of beginning;

thence N81°-33'-24" E, 860.31 feet., to the west right-of-way line of Grandview Road;

thence N00°-07'-58"E, 70.79 feet, along said west right-of-way line of Grandview Road;

thence S81°-33'-24" W, 870.87 feet.,

thence S08°-26'-34"E, 70.00 feet, to the point of beginning.

Part of Tax Parcel Number 21-11.

I:\DeptData\Public\Engineering\DWG\BROWSE\Drawings\Baird Creek Interceptor Sewer at Grandview\Future Rocky Arbor Trail.dwg, 11/17/2019 1:04:06 PM



NW-NW
SECTION 1
T23N-R21E



21-8

NE-NW
SECTION 1
T23N-R21E

21-7

21-10-1

21-10-3
SW-NW
SECTION 1
T23N-R21E

21-10-2

Outlet 5

Curve Table					
Curve #	Radius	Delta	Length	Chord	Chord Bearing
C1	400.00'	32°14'30"	225.09'	222.13'	S73°25'38"E
C2	470.00'	41°08'14"	337.45'	330.25'	S77°52'29"E

SE-NW
SECTION 1
T23N-R21E

21-11-1

OWNER: CITY OF GREEN BAY

21-11

21-4

21-4-D

PCL D
2CSM3

21-4

21-

PROPOSED GRANDVIEW PLACE

Lot 1 Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 Lot 7 Lot 8 Lot 9 Lot 10 Lot 11 Lot 12 Lot 13 Lot 14 Lot 15

EXISTING 70' SEWER EASEMENT
DOCUMENT NUMBERS: 2217676 & 2221475

S89°32'54"E 622.78'

Lot 16

21-10

Lot 17

Lot 18

PROPOSED ROCKY ARBOR TRAIL

N81°33'24"E 616.98'

S87°26'34"E 70.00'

S81°33'24"W 870.87'
N81°33'24"E 860.31'

60,586 sq. ft./1.39 ac.

21-11

OWNER: ERIE ROAD DEVELOPMENT, LLC

PROPOSED GRANDVIEW PLACE

21-16-1-16
LOT 1
61CSM41

NW-SW
SECTION 1
T23N-R21E

21-16-1-5

Outlet 1

Outlet 3

Outlet 4

21-13-1

NE-SW
SECTION 1
T23N-R21E

21-12

SCALE

SEE GRAPHIC

CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS— ENGINEERING DIVISION

BAIRD CREEK INTERCEPTOR SEWER EASEMENT AT GRANDVIEW ROAD

REVISION	BY	DATE	PAGE NO.
1	TJS	11/28/2019	1 OF 1



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # M.I.I.

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # M.12.

To hold until the January 8, 2020 Improvement and Services Committee meeting the request by Ald. Nicholson, on behalf of Tina Bunker, to have the City of Green Bay own and maintain the storm water management ponds as part of the Grandview subdivision(s).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # N.I.

To approve a request by Harp & Eagle LTD (St. Brendan's Inn) at 234 S. Washington St. to temporarily extend their licensed premises to their parking lot on March 14 10 a.m. to 3 p.m., March 15 noon to 4 p.m. and March 17 11 a.m. to 9 p.m. for St. Patrick's Day events, subject to complaint.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. st.brendan's



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # N.2.

To approve General Ordinance No. 24-19, an ordinance which would create an outright ban on coal-tar sealants, utilizing model legislation provided by advocacy groups, previously discussed at the May 8 Sustainability Commission meeting and the May 21 Common Council meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 24-19 - Coal Tar Sealants Regulation Ordinance

GENERAL ORDINANCE NO. 24-19

**AN ORDINANCE CREATING CHAPTER 35,
GREEN BAY MUNICIPAL CODE,
RELATING TO COAL TAR SEALANT PRODUCTS**

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

SECTION 1. Chapter 35, Green Bay Municipal Code, is hereby created to read:

Sec. 35.01. Coal Tar Sealant Products.

(1) Definitions.

- (a) *Coal Tar.* A byproduct of the process used to refine coal. Coal tar contains high levels of polycyclic aromatic hydrocarbons (PAHs).
- (b) *Coal Tar Sealant Product.* A pavement sealant product that contains coal tar, coal tar pitch, coal tar pitch volatiles, RT-12, Refined Tar, or any variation assigned the Chemical Abstracts Service (CAS) numbers 65996-92-1, 65996-93-2, 65996-89-6, or 8007-45-2, or related substances.
- (c) *Director.* The Director of the Department of Public Works.
- (d) *High-PAH Sealant Product.* Any pavement sealant product that contains greater than 0.1% polycyclic aromatic hydrocarbons (PAHs) by weight, including, but not limited to, coal tar sealant products and sealant products containing steam-cracked petroleum residues, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, or any variation of those substances assigned the chemical abstracts service number 64742-90-1, 69013-21-4 or related substances.
- (e) *Pavement Sealant Product.* Any substance that is typically applied on paved surfaces to protect the surfaces. This may include but is not limited to sealant products that are coal tar- or asphalt-based.
- (f) *Person.* Any person, firm, partnership, association, corporation, company, or organization of any kind.
- (g) *Polycyclic Aromatic Hydrocarbons (PAHs).* A group of organic chemicals that are formed during the incomplete combustion of coal, oil, gas, or other organic substances, are present at high levels in coal tar, and are known to be harmful to humans, fish, and other aquatic life.

(2) Regulation of the Application and Sale of Coal Tar or Other High-PAH Sealant Products. Except as otherwise provided in this section,

- (a) No person shall apply any coal tar sealant product or high-PAH sealant product within the City.
- (b) No person shall sell, offer to sell, or display for sale any coal tar sealant product or high-PAH sealant product within the City.

- (c) No person shall allow a coal tar sealant product or other high-PAH sealant product to be applied upon property within the City that is under that person's ownership or control.
 - (d) No person shall contract with any commercial applicator, residential or commercial developer, or any other person for the application of any coal tar sealant product or high-PAH sealant product to any driveway, parking lot, or other surface within the City.
 - (e) No commercial applicator, residential or commercial developer, or other similar individual or organization shall direct any employee, independent contractor, volunteer, or other person to apply any coal tar sealant product or high-PAH sealant product to any driveway, parking lot, or other surface within the City.
- (3) *Exemptions.* The Director may exempt a person from a requirement of this section if the Director determines that the person is conducting bona fide research concerning the effects of a coal tar sealant product or high-PAH sealant product on the environment; the use of the coal tar product or high-PAH sealant product is required for said research; and the Director determines that said research will not cause significant contamination of the surrounding environment, including soils and aquatic ecosystems, and will not unduly endanger human health.
- (4) *Enforcement and Penalty.*
- (a) The provisions of this ordinance shall be enforced by the Director of the Department of Public Works, or his or her designee.
 - (b) Any person who violates this section by applying a coal tar sealant product or high-PAH sealant product at his or her residence shall be subject to a forfeiture of not less than \$1.00 nor more than \$500.00. Each day of violation shall constitute a separate offense.
 - (c) Any commercial sealant product applicator, residential or commercial developer, industrial or commercial owner, or any other person, other than a person identified under subsection (b) above, who violates this section shall be subject to a forfeiture of not less than \$1.00 nor more than \$1,000.00. Any such person who has been adjudged to have committed one other violation of this section within the preceding five (5) year period, based on the offense date, shall be subject to a forfeiture of not less than \$1,000.00 nor more than \$2,000.00. Any such person who has been adjudged to have committed two or more other violations of this section within the preceding seven (7) year period, based on the offense dates, shall be subject to a forfeiture of not less than \$2,000.00 nor more than \$5,000.00. Each day of violation shall constitute a separate offense.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

LJM

12/17/19



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # N.3.

To approve a resolution advocating for a state-wide ban on coal-tar sealants, which would be sent to the Wisconsin State Legislature, previously discussed at the May 8 Sustainability Commission meeting and the May 21 Common Council meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resolution - Supporting State Legislation Regulating Coal Tar Sealant Products

**Resolution In Support Of State Legislation Regulating The Application And Sale Of
Coal Tar And Other High-Pah Sealant Products**

December 17, 2019

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay finds that its water resources are natural assets which enhance the environmental, recreational, cultural, and economic resources of the area and contribute to the general health and welfare of the public; and

WHEREAS, the City of Green Bay finds that polycyclic aromatic hydrocarbons (hereinafter, "PAHs"), which are contained in coal tar sealants and other high-PAH sealants, volatilize off of sealed pavement and can be inhaled by humans and animals; and

WHEREAS, when sealed surfaces are eroded by weathering, foot and vehicle traffic, and snow plowing, PAH-contaminated particles are transported into homes and onto nearby soils and can be carried by storm water and other runoff into the City of Green Bay's water resources; and

WHEREAS, PAHs are an environmental concern because they are toxic to aquatic life, causing deformities and other reproductive and developmental problems, cancer, and death, which result in fewer organisms and even the loss of species; and

WHEREAS, according to the International Agency for Research on Cancer, PAH compounds have been proven to cause cancer, mutations, and birth defects in humans, and studies show that individuals with lifelong exposure to coal tar-sealed surfaces have a 38-fold higher risk of cancer; and

WHEREAS, the American Medical Association has adopted a policy advocating for legislation to either ban the use of pavement sealants that contain PAHs or require that sealant products used contain minimal PAHs; and

WHEREAS, environmental impacts and human health risks can be minimized, and pavements can be maintained, by utilizing alternative products or methods without PAHs; and

WHEREAS, other states, as well as other counties and municipalities in the State of Wisconsin, have passed legislation banning the use of coal tar and other high-PAH sealants; and

WHEREAS, the City of Green Bay finds that regulating the sale and application of coal tar and other high-PAH sealant products will reduce the amount of PAH-based contaminants entering the City's water resources and will correspondingly improve and protect the public health and water quality of the City and neighboring municipalities;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay urges the Governor and state legislature to enact legislation banning the sale and application of coal tar and other high-PAH sealants within the State of Wisconsin.

Adopted _____

Approved _____

Mayor

Clerk

LJM



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # N.4.

To receive and place on file the Liquor Violation Report for December 9, 2019.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 19LiqVio
2. Report December 9 2019



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # N.5.

To receive and place on file the Water Utility Department regarding the lead pipe removal project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. lead overview updated 11 30 19

Getting the Lead Out



Green Bay Water Utility progress in removing lead services – *as of Nov. 30, 2019*

1. Public side (utility-owned) lead services

Dec. 31, 2017	959
Dec. 31, 2018	619
Jan. 31, 2019	563
Feb. 28, 2019	538
March 30, 2019	521
April 30, 2019	484
May 31, 2019	460
June 30, 2019	414
July 31, 2019	382
Aug. 31, 2019	328
Sept. 30, 2019	312
Oct. 31, 2019	304
Nov. 30, 2019	300
Dec. 31, 2020	Goal: 0

2. Private side (property owner-owned) lead services

Dec. 31, 2017	67 remain to be replaced
Dec. 31, 2018	17 remain to be replaced
Jan. 31, 2019	16 remain to be replaced
Feb. 28, 2019	17 remain to be replaced
March 30, 2019	16 remain to be replaced
April 30, 2019	16 remain to be replaced
May 31, 2019	22 remain to be replaced
June 30, 2019	22 remain to be replaced
July 31, 2019	21 remain to be replaced
Aug. 31, 2019	20 remain to be replaced
Sept. 30, 2019	19 remain to be replaced
Oct. 31, 2019	16 remain to be replaced
Nov. 30, 2019	15 remain to be replaced
Dec. 31, 2020	Goal: 0

Getting the Lead Out



- Since starting the program, we identified 238 private properties as having lead service
 - These are being paid from funds we obtained from:
 - Initial DNR Safe Drinking Water funding of \$500,000;
 - Lambeau Field excess sales tax monies of \$300,000;
 - Additional DNR Safe Drinking Water funding of \$300,000 approved in December 2017
 - 223 of these replacements are complete; 15 remain to be replaced
 - We have homeowner agreements for 3 of the 15 (they are waiting to be replaced)
 - There were two additional properties found to have lead in November
- We have about 5 properties in the City for which we do not know the service material
 - We are making efforts to enter these properties to determine service material; in the past, one to two percent of all properties built before 1950 in the city have a lead service.

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

December 17, 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

Ball, Nathan D	Oudenhoven-Skenadore,
Boyd, Charles W	Pamanet, Twila L
Brown, Brainard L	Reed, Doreen J
Burmeister, Katie C	Reed, Isaac E
Carmody, Stacie A	Ryerse, Schuyler B
Cherry, Jason M	Sehatget, Asia
Christjohn, Mariah M	Sewell, Brandy S.
Corey, Edward S	Skenadore Jr, Gordon L
Crocker MacMillin, Rory	Skenandore, Danelle T
Denny, Derrick M	Skenandore, Hanson E
Diamond, Tessa K	Smith, Andrew B
Doxtator, Destiny R	Smith, Joshua J
Edwards, Roger T	Sommers, Erika S
Efrem, Belvin	Sotelo, Jada L
Gerhardt, Jacob R	Starr, Cheyenne R
Greene, Ashley C	Vanden Bloomer, Chantell M
Hoff, Stephanie M	Webster, Yako S
Huff Skenandore, Dakota J	Williquette, Christine A
Huff, Calvin L	
Janiak, Ahsan D	
Kabacinski, Amanda R	
Kabacinski, Jacob D	
King, Charlene F	
La Belle, Melissa J	
Maes, Maria A	
Malueg, Krista B	
Metoxen, Shadia L	
Meyer, Noah J	
Moore, Crystal J	
Ninham, Michael J	
Nordhaugen, Caleb G	



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # P.I.

To advance to City Council without a recommendation the request to purchase a control system hardware retrofit with programming from MVR for \$51,418 for the Zippin Pippin at Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # Q.I.

To approve the request to fill new position of Legal Assistant in the Law Department and all subsequent vacancies resulting from internal transfers.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 12.10.19
2. Position Request To Fill - Legal Assistant - Claims Administration 11.22.19
3. LegalAssistant - Claims 11.22.19

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: December 10, 2019

The Human Resources Department is requesting authorization to fill the following new position and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Legal Assistant – New position effective January 1, 2020. Salary range: \$19.96 - \$27.02 per hour.

**Position Fill Request
Justification Report
November 22, 2019**

Position Title: Legal Assistant

- 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.**

This is not a Replacement Position. This position would provide claim administration services to the City. The work of this position is currently being handled by CVMIC with a 2020 rate per claim of \$750.00. This rate is based on the complexity of the claims administration process and is lower than market rate for TPA services, though it has been continually climbing each year. Claims administration is necessary for the City to complete its claims processing and avoid litigation, and as a result, the City currently allocates \$60,000.00 annually for this purpose, and this amount has been approved as part of the 2020 budget. Bringing this position in-house would realize a savings of approximately \$5,000.00.

- 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.**

Although the position is not included in the current budget, the funding for claims administration is included as an expenditure we will be paying to CVMIC. This position will be paid using the funds allocated for this purpose for CMIVC. The pay range for a Legal Assistant position is \$19.96 - \$27.02. This position would be filled for 30 hours/week. CVMIC's third party administrator rates were originally lower, meaning the City saw a savings by engaging CVMIC instead of hiring a person to handle these matters internally. As the rates go up, and the number of claims received increases, bringing this position in-house makes the most sense.

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

CVMIC currently provides third party administrator services for general liability claims against the City. The City provides assistant currently, but the bulk of the work is completed by CVMIC. This includes ensuring claims are timely reviewed, communicating with claimants and departments, facilitating the investigation into the matter, assessing immunities for presentation to the claims committee, maintaining accurate record keeping in the event of litigation, and remaining up-to-date on changes in liability laws. The Legal Assistant will provide assistance to Claims Committee, including the paralegal and attorneys, in carrying out these functions.

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

This position will reduce expenses by approximately \$5000, avoid future increases in third party administrator fees, and avoid overages should the number of claims exceed the anticipated 80 claims per year.

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

Staffing in the Law Department consists of 4 attorneys, 1 paralegal, and 1 legal assistant. There is no duplication of workloads amongst staff, and a review of our staffing levels as well as

work generated by the various departments indicates we need additional staff to complete all of the work of the City. There is no way for the department to bring this work in-house without this position being added for a minimum of 30 hours per week.

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

This service is currently being provided by CVMIC at a rate of \$750 per claim. The City budgets for an average of 80 claims, amounting to \$60,000.00 for 2020. The number of claims received fluctuates annually, ranging on average between 60-100 claims.

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

Claims administration will be continued by CVMIC at a rate of \$750 per claim.

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

Claims administration will be continued by CVMIC at a rate of \$750 per claim.

9. Are there union issues?

No.

10. Other supporting comments.

JOB DESCRIPTION

City of Green Bay

Position Title:	LEGAL SECRETARY <u>ASSISTANT</u>
Department:	Law
Reports To:	City Attorney
Position Status:	Non-exempt
Salary Range:	Grade 29
Job Summary:	Under general supervision of the City Attorney, performs work of considerable difficulty in the preparation and coordination of legal documents, City Council and Committee/Board documents, Municipal Court documents, and collections. Performs legal administrative duties, including work classified as confidential. Position involves considerable public contact from telephone inquiries and walk-in traffic.
Essential Functions:	1) <u>Provide assistance in claims administration for general liability claims brought against the City, including ensuring claims are timely reviewed, communicating with claimants and departments, facilitating the investigation into the matter, assessing immunities for presentation to the claims committee, maintaining accurate record keeping in the event of litigation, and remaining up-to-date on changes in liability laws.</u> 2) Under the supervision of an attorney, prepares and files legal documents and agreements, including routine pleadings, condemnation documents and warrants <u>including raze and repair orders</u>, hold harmless agreements, real estate documents, etc. Performs research. 3) Assists the City Prosecutor in all matters related to Municipal Court, including providing litigation support as needed such as tracking subpoenaed officers and civilians. 3) Serves as the recording secretary for the Sex Offender Board, including attending meetings as support staff, compiling data, and acting as intermediary between members of the public and the Board. 4) Pursues collection efforts on behalf of the City for outstanding invoices and accounts, including sending collections letters and initiating tax refund intercepts on delinquent accounts. 5) Assists in drafting ordinances and resolutions for Council approval, and in preparing documents for Committee and Council meetings. 6) Primarily responsible for maintenance of all Law Department records and files. 7) Assists in litigation matters as necessary, including compiling discovery materials. 8) Drafts routine correspondence and agreements, notices, certifications, petitions, etc. 9) Responds to inquiries. Assists in preparation of responses to records requests. Performs general work in the Law Department and Mayor's Office, including processing mail, invoicing, performing receptionist duties, and scheduling. 10) Assists City Attorney with special projects as needed.
Knowledge, Skills And Abilities	▪ Comprehensive knowledge of business letter writing and forms, letter procedures, forms and terminology, standard office procedures and routines and City-wide operations. Knowledge of court rules and regulations, and legal terminology. Proficient knowledge of English, spelling, punctuation and grammar, letter procedures

	and forms. ▪ Comprehensive skill in providing a full-range of secretarial services including use of discretionary judgment in dispensing information. Considerable skill in organizing and maintaining a variety of office records and confidential files, determining the formats for legal documents, reports and various documents and correspondence, composing letters or memoranda, preparing reports and establishing and maintaining files and records. ▪ Ability to utilize a computer and the required software, and ability to type at a minimum rate of 65 net wpm. Ability to work independently without specific instructions. Ability to handle confidential information with discretion. Ability to interpret and follow complex written and oral instructions, including rules and regulations. Ability to take and transcribe minutes. Ability to multi-task and prioritize assignments while complying with deadlines. Ability to complete detail-oriented work, maintain a high level of organization, and calendar legal deadlines. Ability to establish and maintain effective working relationships with staff and the public. Ability to deal effectively and tactfully with the public, and to communicate effectively both orally and in writing. May be required to demonstrate minimum competency by successfully passing approved tests.
Minimum Education And Experience	▪ High school diploma or equivalent. ▪ Associate degree in related field preferred. ▪ 3-5 years related experience. Experience in a public setting or municipal background strongly preferred. ▪ Ability to obtain Notary Public Commission. 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 and sitting. ▪ Ability to focus for long periods of time on projects. ▪ Ability to reach, stoop and lift.
The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. I have read the above position description and understand the duties and responsibilities of the position. _____ Employee Name (please print) _____ Date _____ Employee Signature	



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # Q.2.

To approve the request to restructure the Department of Public Works Building Maintenance Function.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. BMT Restructure Fiscal Impact - 2019
2. BMT Restructure-Schedule Change

Fiscal Impact BMT Restructure

Category	Eliminate (1) BMT Position
Salary	\$50,794
FICA	\$3,886
WRS	\$3,429
Worker's Comp	\$107
Health Insurance	\$18,527
Dental Insurance	\$1,555
Life Insurance	\$86
Salary & Benefits Cost	\$78,383
Weekend Stand-By Pay = 6 hours	\$7,619.04
Holiday Stand-By Pay = 8 Full Days@4 hours	\$781
Holiday Stand-By Pay = 3 Half Days@2 hours	\$147
Projected Overtime Costs (emergency call-ins/yard and bunker lock/unlock)	\$22,857.12
Stand-By and Projected Overtime Costs	\$31,404
FISCAL IMPACT/COST SAVINGS	\$46,979

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joseph Faulds, Human Resources Director

From: Melanie Falk, PHR
Human Resources Operations Manager

Re: Request to Restructure the Department of Public Works Building Maintenance Function

Date: December 5, 2019

RECOMMENDATION

- I. The Department of Public Works, Motor Equipment Section is requesting that the building maintenance function be restructured by eliminating (1) of (4) Building Maintenance Technician (BMT) positions and adjusting the work schedule for these positions. The rationale for this restructuring is due to the significant turnover in the BMT classification (12 vacancies in 6 years). In addition, when a vacancy occurs it takes on average 4-6 months to fill the vacancy. It has been difficult to recruit qualified individuals for this position, and candidates have rejected employment offers due to the work schedule. The perpetual turnover in this position has resulted in overtime costs and operational inefficiencies. The primary reason that the BMT's are vacating or transferring to other positions within Public Works is due to the work schedule.

BACKGROUND

- II. Currently, there are (4) BMT's that work various shifts, and with the exception of 8 hours during the week, they provide custodial services to the municipal garages and respond to emergencies, 7 days per week. The emergencies they respond to include setting up flashers, barricades or iron plates at unsafe locations.

The BMT's have responsibility for cleaning, repairing and maintaining the buildings and grounds; performing yard and building surveillance; performing seasonal shutdown, repair and maintenance on air exchange units and boilers, water traps, filters and all pipe lines. This position also handles emergency phone and radio calls outside of the normal operation hours of 7:00 a.m.-3:00 p.m. Monday through Friday.

The current work schedule for a BMT varies with (1) 4-hour shift and several 6-hour shifts Monday through Friday, and on alternating weekends a 12-hour shift on Saturday and a 12-hour shift on Sunday.

Custodial coverage is needed outside of regular business hours to ensure the following:

- Boilers are attended to and blown down.

- After hour calls are answered and the on-call supervisor is contacted for various emergent situations.
- Vehicle accident coverage including the setup of flashers, barricading, securing the scene, and cleaning up the accident scene.
- Open/Close bulk waste sites on Saturdays and Sundays.

The position requirements include previous custodial/cleaning experience and coursework in boiler and HVAC maintenance desired. The BMT is required to possess considerable knowledge of building cleaning methods, materials and equipment; good knowledge of procedures in maintaining hot water and gas steam boilers; mechanical ability to handle general maintenance on buildings and grounds.

- III. Detailed below is the current structure; the current work schedule as well as the proposed work schedule for the BMT's.

INCUMBENT	CURRENT SHIFT	PROPOSED SHIFT
Custodian #1	Mon: 1:00 a.m.-5:00 a.m. (4 hours) Tue-Fri: 1:00 a.m.–7:00 a.m. (24 hours) <u>Every other weekend:</u> Sat/Sun 1:00 a.m.–1:00 p.m. (24 hours)	Monday – Friday 7:00 a.m. – 3:00 p.m. (40 hours) On-call every 3 rd weekend
Vacant	Mon: 5:00 p.m.-9:00 p.m. (4 hours) Tue-Fri: 7:00 a.m.–1:00 p.m. (24 hours) <u>Every other weekend:</u> Sat/Sun 1:00 a.m.–1:00 p.m. (24 hours)	Position Eliminated
Custodian #2	Mon: 3:00 p.m. – 9:00 p.m. (6 hours) Tue-Th: 1:00 p.m. –7:00 p.m. (18 hours) Fri: 3:00 p.m.–7:00 p.m. (4 hours) <u>Every other weekend:</u> Sat/Sun 1:00 p.m. 1:00 a.m. (24 hours)	Monday – Friday 3:00 p.m. –11:00 p.m. (40 hours) On-call every 3 rd weekend
Custodian #3	Mon: 9:00 p.m.–1:00 a.m. (4 hours) Tue-Fri 7:00 p.m.–1:00 a.m. (24 hours) <u>Every other weekend:</u> Sat/Sun 1:00 p.m.-1:00 a.m. (24 hours)	Sunday – Thursday 11:00 p.m.-7:00 a.m. (40 hours) On-call every 3 rd weekend
No custodial coverage for 8 hours during the week	Mon: 9:00 a.m. – 3:00 p.m. (6 hours) Friday: 1:00 p.m. – 3:00 p.m. (2 hours)	These hours will be covered by the proposed 8-hour shifts

The proposed work schedule will provide a more consistent schedule for the BMT's and eliminate the need for (2) BMT's to be on-site working (12) hour shifts on the weekend to answer the phone and respond to the emergencies noted previously. However, in order to ensure that the City maintains the weekend coverage and is able to respond to emergent situations that fall under the purview of Public Works, (1) BMT will be on-call from 11:00 p.m. on Friday through 11:00 p.m. on Sunday. The (3) BMT's will rotate and be on-call every third weekend.

The on-call BMT will be issued a phone and a take-home vehicle to respond to emergency calls as necessary. The on-call BMT will be responsible for opening and closing the yard and bulk

drop off sites on Saturday and Sunday and checking and blowing down the boilers. Because the BMT's will be required to be on-call and respond to emergencies, they will receive standby and call in pay.

The Public Works Electricians and Sewer Maintenance workers are required to be on-call and the designated on-call employee receives the following compensation:

- 3 hours standby pay for each day on call (Friday after 11:00 p.m. through Sunday 11:00 p.m.)
- 1 additional hour of standby pay when required to be on-call on a holiday

When the Electricians or Sewer Maintenance workers are required to respond to an emergency, these employees receive a minimum 2 hours of call in pay and are compensated for the actual hours worked if the call-in is in excess of 2 hours. It is proposed that the on-call BMT receive the same compensation as the Public Works Electricians and Sewer Maintenance Workers.

FISCAL IMPACT

- IV. This restructuring results in an annual cost savings of \$46,979 with the elimination of (1) BMT, and including the standby, on-call and projected overtime costs associated with the requirement that a BMT be on-call every weekend to take and respond to emergency calls. (See attached worksheet for detail).

c: Steve Grenier, Public Works Director
Chris Pirlot, Operations Director
Nathan Wachtendonk, DPW Superintendent



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # Q.3.

To approve the contract between Employee Resource Center and the City of Green Bay for the employee assistance program.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. ERC Cost for Personnel Committee 2020-2024 12.10.19

		CURRENT PLAN		PROPOSED PLAN		
Vendor: ERC Employee Assistance Program (EAP) Contract for Human Resources Department:		Current Contract using Brown County's Pricing		Proposed Contract Using Brown County's Pricing		
		Calculation	Pricing Per Employee		Calculation	Pricing Per Employee
CONTRACT DETAILS						
Session Model: Eligible Employee (EE): Current EE Count: Contract Expires:	8 Session FT & PT EE 963 12/31/2019	@Annual Rate of \$28.63/EE		8 Session FT & PT EE 963 1/1/2020 - 12/31/2021 w/3 one-year renewals	@Annual Rate of \$26.93/EE	
BASE RATE FOR 8-SESSION MODEL:						
Base Rate:			\$28.00			\$30.00
PREMIUM SERVICES (Add to Base):						
Critical Incident Response: Training Hours:	First 4 Hours/Yr 25 Hours * Actual calculation = \$3.5046... based off 963 employees. Rounded to \$3.50	Value of \$1,000 Value of \$3,375	Included \$3.50	First 4 Hours/Yr	Value of \$1,000 No contract hours included	Included \$0.00
DISCOUNTS (Deduction calculated):						
EE Count Discount Multi Year Contract Discount		Over 500 EE Discount Multi Year Contract Discount	-\$0.07 -\$2.80		Over 500 EE Discount Multi Year Contract Discount	-\$0.07 -\$3.00
ANNUAL PRICE PER EE:			\$28.63			\$26.93
ANNUAL COST OF CURRENT CONTRACT: Under Proposed Contract Pricing: 963 EE @\$28.63 per year \$27,570.69 ANNUAL COST OF CONTRACT: \$27,570.69				ANNUAL COST OF PROPOSED CONTRACT: Under Proposed Contract Pricing: 963 EE @\$26.93 per year \$25,933.59 PROPOSED ANNUAL COST OF CONTRACT: \$25,933.59		
				** PROPOSED ANNUAL COST OF CONTRACT FOR THE THREE 1-YEAR RENEWALS (2022-2024) IS \$27,230.27 PER YEAR.		
Annual savings of: Savings over 2 years:		\$1,637.10 \$3,274.20				



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # Q.4.

To receive and place on file the request by Ald. Wery to discuss customer service standards and work expectations of inspectors. Investigate the addition of evening and/or weekend inspection hours.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Wery's Communication 9.10.19

Kris Teske

From: Chris Wery <chriswery@att.net>
Sent: Monday, September 9, 2019 7:57 PM
To: Kris Teske
Subject: Communication

Hi Kris!

TO: Improvement and Services Committee, Personnel Committee
RE: Discuss, with possible action, 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.

Alderman Chris Wery
920-490-9282
chriswery@att.net
Facebook: Alderman Chris Wery, District 8 City of Green Bay



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # Q.5.

To refer to staff the request by Ald. Wery to explore partnering/joining the State of Wisconsin for health insurance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Wery Request - WI Insurance 11.12.19

Sarah Fidler

From: Kris Teske
Sent: Tuesday, October 29, 2019 1:48 PM
To: Joe Faulds; Sarah Fidler; Deanna Debruler
Cc: District Eight
Subject: FW: Agenda Request

Follow Up Flag: Follow up
Flag Status: Flagged

Please see Ald. Wery's request below.

Thank you,

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



From: chriswery@att.net [<mailto:chriswery@att.net>]
Sent: Tuesday, October 29, 2019 1:29 PM
To: Kris Teske <KrisTe@greenbaywi.gov>; Joe Faulds <JoeFa@greenbaywi.gov>; District Four <district4@greenbaywi.gov>
Subject: Agenda Request

Hi Kris,

To: Personnel Committee
Re: Explore partnering/joining the State of WI for health insurance.

Thanks,

Chris

Sent from Chris Wery's phone



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # Q.6.

To approve the request to approve the collective bargaining agreement with City of Green Bay Fire Fighters Local 141, upon expiration of the current agreement for a 4-year term January 1, 2020 through December 31, 2023, subject to Fire Fighter union ratification by 12/31/2019.

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Fire Contract Revisions with Strikethrough 12-10-19
2. Fire Final Agreement - All files 12.10.19
3. Memo on Final Agreement for Personnel 12-10-19

AGREEMENT

Between

City of Green Bay, ~~Wisconsin~~

And

City of Green Bay Fire Fighters

Local 141,

International Association of Fire Fighters

AFL-CIO

January 1, ~~2018~~ 2020 through December 31, ~~2019~~ 2023

TABLE OF CONTENTS

ARTICLE	PAGE
AGREEMENT	1
ARTICLE 1. RECOGNITION	1
ARTICLE 2. UNION SECURITY	1
ARTICLE 3. MANAGEMENT RIGHTS.....	2
ARTICLE 4. UNION ACTIVITY	2
ARTICLE 5. GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS.....	2
ARTICLE 6. PROMOTIONS	5
ARTICLE 7. TRANSFERS.....	7
ARTICLE 8. WORK RULES AND JOB DUTIES	8
ARTICLE 9. LEAVES OF ABSENCE	9
ARTICLE 10. VOTING TIME	9
ARTICLE 11. MILITARY LEAVE.....	9
ARTICLE 12. JURY DUTY	10
ARTICLE 13. FUNERAL LEAVE	10
ARTICLE 14. SICK LEAVE	11
ARTICLE 15. VACATIONS	14
ARTICLE 16. PERSONAL LEAVE	16
ARTICLE 17. HOURS OF WORK.....	17
ARTICLE 18. HOLIDAYS.....	19
ARTICLE 19. RATES OF PAY	19
ARTICLE 20. SHIFT DIFFERENTIAL.....	20
ARTICLE 21. CLOTHING ALLOWANCE.....	20
ARTICLE 22. LONGEVITY.....	20
ARTICLE 23. PENSION.....	21
ARTICLE 24. EMERGENCY MEDICAL SERVICE	21
ARTICLE 25. DUTY INCURRED DISABILITY AND PENSION BENEFITS.....	21
ARTICLE 26. HEALTH AND DENTAL INSURANCE.....	22
ARTICLE 27. LIFE INSURANCE.....	22

ARTICLE 28.	EDUCATION CREDITS	22
ARTICLE 29.	LIABILITY AND ACCIDENT INSURANCE	23
ARTICLE 30.	SAVING CLAUSE	23
ARTICLE 31.	AMENDMENT PROVISION.....	23
ARTICLE 32.	FIRE MARSHAL OFFICE	23
ARTICLE 33.	MISCELLANEOUS.....	25
ARTICLE 34.	DRUG TESTING	26
ARTICLE 35.	RESIDENCY	31
ARTICLE 36.	DURATION AND NEGOTIATION TIME TABLE	32
SCHEDULE A -	WAGES.....	33

AGREEMENT

This agreement, made and entered into at Green Bay, Wisconsin, according to the provisions of Section 111.70 and 111.77, Wisconsin Statutes, by and between the City of Green Bay as municipal employer, hereinafter called the "City" and Local 141 of the International Association of Fire Fighters, AFL-CIO, hereinafter called the "Union."

Both parties of this agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship that is to exist between them and enter into an agreement covering rates of pay, hours of work, and conditions of employment as well as procedures for reducing potential conflict.

Whereas, the mutual interests of the parties hereto are recognized by the Agreement for the operation of the Fire Department and the City of Green Bay that will promote efficiency and the best possible fire protection of life and property to all the citizens of the city.

ARTICLE 1 RECOGNITION

- 1.1 The City agrees to recognize representatives of the International Association of Fire Fighters, Local 141, as the bargaining agents in the matter of wages, hours of work, and working conditions for all nonsupervisory firefighters. The City and the Union will inform each other by official letter signed by the Mayor of the City of Green Bay and Local President of the Union as to whom has the power to negotiate.
- 1.2 A new firefighter will be considered a probationary employee for the first 12 months of employment. A firefighter on probation may be terminated at the sole discretion of the City with no rights to recall or rehire.

ARTICLE 2 UNION SECURITY

- ~~2.1 As the result of a majority vote of the employees, a "Fair Share" agreement as provided for by Wisconsin State Statutes exists between the City of Green Bay and the Union. If any test is made of the legality of this section, all costs and any liabilities accruing from such suit shall be answered by the Union.~~
- 2.2 The City shall deduct monthly dues and assessments from the wages of such employees as authorized such payroll deductions and forward as indicated on the written authorization form.
- ~~2.3 The City and Union agree that the "Fair Share Agreement" provisions as defined by Wisconsin State Statute are part of this contract. The City shall deduct the amount of dues as certified by the labor organization from the earnings of the employees affected by said agreement and to pay the amount so deducted to the labor organization. This paragraph is effective on the date of initial employment.~~

37 ARTICLE 3
38 MANAGEMENT RIGHTS

39 3.1 The City retains all rights, powers or authority that it has prior to this contract as
40 modified by this contract.

41 3.2 The powers, rights and/or authority herein claimed by the City are not to be exercised in
42 a manner that will undermine the Union or as an attempt to evade the provisions of this
43 agreement or to violate the spirit, intent or purposes of this agreement.

44 ARTICLE 4
45 UNION ACTIVITY

46 4.1 The Union agrees to conduct its business off the job as much as possible. The Union will
47 be allowed to hold its meetings at any fire station. This Article shall not operate as to
48 prevent a steward from the proper conduct of any grievance in accordance with the
49 procedure outlined in this agreement and shall not work to prevent certain routine
50 business such as the posting of Union notices and bulletins. Representatives of the
51 Union, local principle officers, and Wage Committee members may conduct Union
52 business including, but not limited to, wage negotiations, Union meetings, grievance
53 handling, etc., during the course of the working day for a reasonable period of time,
54 provided permission is first obtained from the Chief or designee.

55 4.2 The employer hereby agrees not to deduct such reasonable time from the pay of such
56 officer or member, and agrees also that time spent in the conduct of grievance and in
57 bargaining shall not be deducted from the pay of the delegated employee
58 representative of the Union. Local 141 agrees that the bargaining committee shall be
59 limited to no more than six members.

60 ARTICLE 5
61 GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS

62 5.1 Grievances: A grievance is defined as any complaint involving wages, hours and
63 conditions of employment of members of the bargaining unit. A grievant may be an
64 employee or the Union. Upon the mutual agreement of the parties hereto, grievances
65 involving the same issues may be consolidated in one proceeding. During the initial
66 probationary period as a firefighter, an employee will not have recourse through the
67 grievance and arbitration procedure for disciplinary action and/or dismissal.

68 5.2 Subject Matter: Only one subject matter shall be covered in any one grievance. A
69 written grievance shall contain the name and position of the grievant, the article and
70 section number of the alleged violation, a clear and concise statement of the grievance,
71 the relief sought, the date the incident or violation took place and the signature of the
72 grievant and the date.

73 5.3 The Chief of the department may confer with the Union and such employees or other
74 persons deemed appropriate by the Chief before making a determination.

75 5.4 The days indicated at each step should be considered a maximum. Days shall mean

working days Monday through Friday, excluding holidays. The failure of the Union or the aggrieved party to file or appeal the grievance in a timely fashion as provided herein shall be deemed a waiver of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. The time limits may be extended by mutual consent.

5.5 Steps in the procedure may be waived by mutual agreement of the parties.

5.5.1 Step 1. The grievant or a Union representative on the grievant's behalf, shall have the right to present the grievance in writing to the Chief within 15 working days after the grievant, or the Union, knew or should have known of the event giving rise to such grievance. Failure to do so represents a waiver of the right to file. The Chief shall furnish the grievant and the Union representative an answer within 5 working days after receiving the grievance.

5.5.2 Step 2. If the grievance is not satisfactorily resolved at the first step, the grievant or the Union representative shall prepare a written grievance and present it to the Human Resources Director within 10 working days of the Chief's Response. The Human Resources Director shall review the grievance and shall respond in writing within 10 working days after receipt of the written grievance.

5.5.3 Step 3. If the grievance is not resolved at the second step, the grievant or the Union representative shall present the written grievance to the Personnel Committee within 5 working days of the Human Resources Director's response. The Personnel Committee shall review the grievance and respond in writing within 5 working days after their decision which shall be made at the next regularly scheduled Personnel Committee meeting. In reaching their decision, the Personnel Committee may hold a fact-finding hearing after having received a written statement of fact and position by each party. The grievant and the Union shall be given a 5 day notice of said hearing.

5.5.4 Step 4. Arbitration

a) If no agreement is reached in step 3, the dispute may be referred to arbitration. The party desiring arbitration shall, within 15 working days of receiving the Personnel Committee decision, petition the Wisconsin Employment Relations Commission for arbitration with a copy of such petition sent to the other party.

b) Costs. The party initiating the grievance shall pay for the administrative costs for initiating arbitration. Any other expense or costs of the arbitration proceeding, including fees of the arbitrator, shall be split equally between the parties. The arbitration hearing shall be conducted in the City of Green Bay at a mutually agreeable time.

c) Decision of the Arbitrator. A decision of the arbitrator shall be limited to the subject matter of the grievance. The arbitrator shall not modify, add to or delete from the express terms of this Agreement. The arbitrator's decision shall be final and binding.

117 5.6 Disciplinary Proceedings

118 5.6.1 The City shall not discipline a member of Local 141 without just cause as outlined
119 below.

120 5.6.2 In the event of such discipline, the employee or the Union may grieve the
121 discipline under the grievance procedure set forth above in this Article, unless
122 the employee exercises the rights available to the employee under Section
123 62.13, Wis. Stats. In the event the employee exercises said Section 62.13 rights,
124 the Chief shall file charges with the Board only if the employee wishes to
125 proceed under Section 62.13. The employee's sole recourse from the decision of
126 the Board of Police and Fire Commissioners shall be in accordance with the
127 appeal procedures provided in Section 62.13 Wis. Stats.

128 5.6.3 Determination of Cause. In any grievance of a disciplinary matter under the
129 terms of this Article, the standard to be applied by management and the
130 appellate bodies shall be whether or not there is cause for the discipline given all
131 of the facts and circumstance constituting the grounds for the imposition of
132 discipline or the determination to file charges. Cause shall be determined by
133 applying the following criteria:

134 a) Was the employee given advance notice of the possible or probable
135 disciplinary consequences of the employee's conduct or was the conduct for
136 which discipline is proposed to be imposed of such a nature that the
137 employee knew or should have known that it was improper?

138 b) Was the conduct upon which discipline is to be imposed reasonably related
139 to the effective and efficient operation of the Fire Department?

140 c) Prior to determining to impose discipline, did the Chief, or designee, make an
141 effort to investigate the facts relating to the conduct for which discipline is
142 proposed?

143 d) Was the Chief's, or designee's, investigation conducted fairly and
144 objectively?

145 e) Did such investigation produce sufficient evidence or proof that the
146 employee was guilty of the conduct for which discipline is proposed?

147 f) Has the Chief, or designee, applied a disciplinary penalty without
148 discrimination?

149 g) Was the degree of discipline administered in the particular case reasonably
150 related to the seriousness of the employee's proven offense and employee's
151 record of service with the Police or Fire Department?

152 5.6.4 It is intended by the parties that in the event a grievance is filed pursuant to the
153 Grievance Procedure of this Labor Agreement, the Grievance Procedure in the
154 Labor Agreement shall be the sole and exclusive remedy of the City, the Chief,
155 the Association, and the employee in question, and that no other discipline may
156 be meted out to any employee based upon the subject matter of the grievance
157 in question. In the event that a disciplinary matter is not grieved under the terms

and conditions of the Grievance Procedure in the Labor Agreement, the City and the Chief may proceed in the matter of discipline of the employee in question as permitted by law, and the employee in question shall have no recourse to the Grievance Procedure in the Labor Agreement. Discipline of an employee shall only be done according to the terms and conditions of this Agreement; however, the Chief shall have the right to suspend any employee with pay pending the outcome of any grievance filed pursuant to this agreement, or under Section 62.13, Wis. Stats.

- 5.7 The bargaining unit may appoint representatives of the bargaining unit and shall inform the City of the names of the individuals so appointed and of any change thereafter made in such appointments. The City shall allow the representatives the necessary time to process grievances during the course of the duty day.

ARTICLE 6 PROMOTIONS

- 6.1 When a position in the table of organization of the Fire Department is vacated or newly created, employees shall have the right of promotion to these positions on the basis of department seniority providing they have the necessary qualifications and ability as determined by the Chief, who shall follow the process outlined below:

- 6.2 Promotion to Engineer: The position shall be awarded to the most senior individual who has achieved: a) a rating of "satisfactory" or above on their most recent performance evaluation, and b) meets the minimum experience requirements outlined in the job description for Engineer, and c) achieves a passing score of 70% or above on the Wisconsin Certified Driver/Operator Pumper and Wisconsin Certified Driver/Operator Aerial exam, and d) has Wisconsin EMT certification.

- 6.3 Promotion to Lieutenant: The position shall be awarded to the most senior individual who has achieved: a) a rating of "satisfactory" or above on their most recent performance evaluation, and b) a passing score of 70% or above on the Wisconsin Certified Fire Officer I exam, and c) a rating of "satisfactory" or above in the "assumption of duties" category of their last performance review, and d) has Wisconsin EMT certification. The written examination will be waived if a candidate has worked at least 1000 hours as a Lieutenant from January 1, 1989 until the date of the posting. Out of grade work shall be documented by the officer in charge of the house at which the work was performed.

- 6.4 Promotion to Captain. The position shall be awarded to the most senior individual who has achieved: a) a rating of "satisfactory" or above on their most recent performance evaluation, and b) a passing score of 70% or above on the Wisconsin Certified Fire Officer I exam, and c) a rating of "satisfactory" or above in the "assumption of duties" category of their last performance review. The written examination will be waived if a candidate has worked at least 1000 hours as a Captain or higher from January 1, 1989 until the date of the posting. Out of grade work shall be documented by the officer in charge of the house at which the work was performed.

- 199 6.5 In no case shall the rights and/or powers of management to promote or to transfer be
200 exercised in an unreasonable, arbitrary or discriminatory manner. This shall include
201 management's approach to the performance evaluations. In cases where there is
202 disagreement between an employee and a rater regarding the final evaluation, the
203 employee shall have recourse to the grievance procedure. In grievance arbitrations
204 involving performance evaluation, the arbitrator shall be charged with determining only
205 whether the rater employed the agreed upon evaluation process appropriately.
- 206 6.6 Employees who sign an appropriate waiver shall not be required to work out of rank
207 except in emergency situations of a temporary nature. Such employees shall have the
208 ability to void the waiver, but shall not be eligible for promotion until 12 months after
209 the waiver is nullified.
- 210 6.7 Definition of Department Seniority: A person or member's seniority started the minute
211 they first reported to work and runs continuously thereafter provided, however, that
212 personnel who have prior and continuous service with the City before becoming
213 members of the Fire Department shall receive credit for those prior years of service only
214 for the purposes of the rate of earning vacation time (but not in vacation selection) and
215 longevity pay, but such prior service with the City shall in no way be used or credited for
216 any other rights under this labor agreement. The provision for prior service credit shall
217 be read as effective January 1, 1982. Department seniority shall be the primary
218 application with all other applications derived therefrom except as modified herein.
- 219 6.7.1 Definition of In-House Seniority: In-house seniority is the exercise of department
220 seniority by personnel working in a station for a period of 12 hours or more on
221 any given day. Personnel not regularly assigned to the shift on-duty do not have
222 in-house seniority.
- 223 6.8 If it occurs that management shall withhold approval of any posting, the Union shall
224 expect and receive an explanation of such withholding. When assignments are made
225 after posting, they shall not be changed unless the needs of the department demand
226 such change, or if the successful applicant can show that their subsequent
227 dissatisfaction is disruptive to work performance.
- 228 6.9 Members of Local 141 who are promoted to positions outside of the bargaining unit
229 shall be given the opportunity to return to the Union as the least senior employee in the
230 rank from which they were promoted. This option will be available for 90 calendar days
231 from the date of promotion and shall be allowed at either the employee's discretion or
232 by managerial judgment. Employees returning to the Union in this fashion shall recover
233 seniority for purposes of benefits and vacation selection.
- 234 6.10 The City of Green Bay acknowledges its statutory obligation to negotiate promotional
235 procedures. Such obligation extends to training opportunities if said procedures will
236 have an impact on an employee's promotability.
- 237 6.11 Employees serving in Fire Prevention or EMS/Fire Training may post for promotion to a
238 line officers position with the following criteria applying:
- 239 6.11.1 Unless the employee has had prior satisfactory experience as a line officer, they

shall serve a 90 calendar day internship as a line lieutenant during the year prior to their posting out of the staff position. This internship as a line officer may begin any time prior to, but no later than September 15 of each year.

6.11.2 Upon successful completion of the 90 calendar day internship, the employee shall be eligible to post for a line position through the normal posting procedure for a ranked position which their department seniority would qualify them.

6.11.3 If the employee does not successfully complete the 90 calendar day internship, they may return to their previously held staff position. They shall also have the right to return to their previously held staff position at any time during the 90 calendar day internship.

6.11.4 The employee is under no obligation to post for any line officer position even though the internship may have been successfully completed.

6.12 Qualifications for staff positions shall be set by the Chief, and the most senior person who meets those qualifications shall be selected for that position.

ARTICLE 7 TRANSFERS

7.1 Permanent transfers will be made on the basis of department seniority providing the senior employee has the necessary qualifications and ability as determined by the Chief. The following process will be used to facilitate postings for vacant positions.

7.1.1 Bi-Annual Posting Dates

- a) Tuesday and Wednesday of the first full week of January each year.
- b) First Tuesday and Wednesday of June each year (not to conflict with PFFW annual convention).
- c) 1st Day, Tuesday - Captain, Lieutenant, Engineer
- d) 2nd Day, Wednesday - Fire Fighters
- e) 3rd Day, Thursday - Fire Fighters (as needed)
- f) As each vacancy occurs during any posting process, the most senior qualified member will be offered the opportunity to post for that opening.
- g) All moves will be completed by the end of the month in which it was posted.
- h) At the conclusion of the shift postings, at least one certified paramedic shall be posted on every shift at stations where an Advanced Life Support (ALS) ambulance is not regularly assigned. This is to ensure that the "paramedic engine" will have the necessary personnel to deliver advanced life support immediately upon the arrival of the fire engine and in advance of the ALS ambulance arrival. A paramedic engine shall be staffed every day in stations without an ALS staffed ambulance.

7.1.2 Methods of Exercising Posting Rights

The transfer process may utilize any of the following options to bid for vacant

positions on the posting dates.

a) In person - by being available at Station #1 on the posting date.

b) By telephone - calls will be directed to qualified individuals.

c) By submission of prior written list with selections listed by priority. Said list shall be submitted to the Assistant Chief before 1600 hours on the day preceding the actual posting. A copy of the list with proper signatures shall be retained by the employee.

d) Any employee not wishing to post for an opening shall notify the Assistant Chief or designee in writing of their intent. Two copies of this form shall be submitted and the employee retaining one signed copy.

e) For postings other than the annual posting in January or any other department wide posting, individuals shall notify the Assistant Chief in writing if they do wish to be included in the posting. Two copies of this form shall be submitted with the employee retaining one copy.

7.2 Transfers made during the calendar year will not impact a person's selected vacation. If a person moves to another shift, their vacation shall be adjusted to conform to the difference in vacation blocks. Individual vacation days affected by a transfer shall be adjusted to conform to the difference in vacation days or vacated at the discretion of the employee.

7.3 Personnel occupying staff positions, i.e., Fire Prevention, and Fire/EMS Training, shall make a 2-year commitment unless retiring or unless removed for disciplinary reasons or mutually agreed to by the Chief and the employee. These personnel will notify the Fire Chief or designee in writing by December 15th of each year if they intend to post for a line position during the annual posting procedure. Upon receipt of said notice, the Fire Chief shall proceed to post those staff positions within the division prior to a department-wide posting in accordance with labor agreements.

For postings other than the annual posting, personnel occupying staff positions who wish to post for line positions shall notify the Fire Chief of their intent to do so, as soon as they know or should have known of the posting.

7.4 The transfer process shall be the primary application with all other applications derived therefrom except as modified herein.

ARTICLE 8

WORK RULES AND JOB DUTIES

8.1 Work Rules. Changes to work rules and standard operating guidelines that affect wages, hours and conditions of employment shall be subject to mutual agreement before becoming effective. Therefore, the parties agree to the following process for recommending, negotiating, approving and implementing S.O.G.'s so identified.

1) All drafts of S.O.G.'s shall be submitted to the wage committee.

2) Within 10 working days of receipt, Local 141 shall make a demand to bargain those

- 317 aspects of the draft which represent mandatory subjects of bargaining.
- 318 3) If there is a dispute over bargainability, then the parties shall immediately seek a
319 Declaratory Ruling from the Wisconsin Employment Relations Commission.
- 320 4) Within 20 working days of reaching agreement, the Union shall distribute the final
321 draft of the S.O.G. to its members for action by the body at its second scheduled
322 meeting following agreement.
- 323 5) If negotiations do not yield agreement, then either party may avail itself of statutory
324 impasse resolution procedures.
- 325 8.2 Upon approval by Local 141, or an award by an examiner from proceedings outlined in
326 8.1(5), the Chief may implement the S.O.G. The employer agrees to negotiate changes in
327 existing work rules or the establishment of new work rules with the Union. They shall be
328 posted for a period of 10 calendar days before becoming effective.
- 329 8.3 Employees will be notified in writing (email included) of any change in work rules or
330 standard operating guidelines before being subject to discipline. Whenever possible,
331 this notice shall be provided 10 calendar days before the change is effective. The
332 employer and the Union agree that certain Standard Operating Guidelines (S.O.G.'s)
333 involving wages, hours and working conditions must be collectively bargained prior to
334 implementation.
- 335 8.4 No employee in the firefighting force shall be assigned to any duty which is unrelated to
336 firefighting, fire prevention, or rescue work or to the care and maintenance of
337 firefighting equipment and apparatus, or to the normal cleaning required to maintain
338 the quarters and the area.

339 ARTICLE 9
340 LEAVES OF ABSENCE

- 341 9.1 The employer may authorize special leaves of absence with or without pay for any
342 period or periods not to exceed 3 calendar months in any one calendar year for the
343 following purpose of training in subjects related to the work of department personnel
344 and which will benefit its employees and the City service.
- 345 9.2 The Fire Chief may authorize an employee to be absent without pay for personal
346 reasons for a period or periods not to exceed 10 working days in any one calendar year.
- 347 9.3 The City Personnel Committee, upon recommendation of the Fire Chief, may grant
348 leaves of absence with or without pay in excess of the limitations above for the purpose
349 of attending courses of training at a recognized college or university and for other
350 purposes that are deemed beneficial to the City service.
- 351 9.4 Maternity leave will be granted according to the Federal and State Family and Medical
352 Leave Laws.

353 ARTICLE 10
354 VOTING TIME

355 10.1 An employee shall be granted time off in order to cast their vote in all primary and
356 general elections.

357 ARTICLE 11
358 MILITARY LEAVE

359 11.1 Personnel of the Fire Department who leave or have left the City service by request of
360 the Federal Government to enter active service in the Armed Forces of the United States
361 and return, shall be entitled to their departmental seniority and the rate of pay and
362 position they would have been entitled to had their service with the Fire Department
363 not been interrupted by service in the Armed Forces. Employees who are members of
364 the National Guard or military reserve shall be granted military leave for any extended
365 tour of duty requested by the federal government, and shall receive during such
366 absence the wage differential between the employee's regular City wages and military
367 wage so that no loss of wages will be suffered for the first ninety (90) calendar days as a
368 result of such military service. Any employee who serves in the Military Reserve or
369 National Guard will be released from duty to attend required training and will only have
370 pay deducted for actual days released from the Department. This paragraph does not
371 apply to an employee drafted into the military consequent to the institution of a federal
372 draft system or to voluntary periods of active duty service. Seniority shall continue
373 accumulation throughout the leave. There shall be no accumulation of paid time off
374 benefits during the leave. Employees on said leave shall have the option to keep City
375 health and dental benefits during the leave, the same as for active employees.

376 ARTICLE 12
377 JURY DUTY

378 12.1 An employee will be given time off with pay when subpoenaed to perform jury duty
379 before a court, public body or commission. Any payment received for jury duty will be
380 retained by the employee and an equivalent amount will be deducted from the
381 employee's gross pay for that period. The employee must submit a copy of the jury
382 duty payment received to the Payroll Department. Reimbursement for expenses
383 incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross
384 pay.

385 ARTICLE 13
386 FUNERAL LEAVE

387 13.1 Line Personnel

388 13.1.1 When there is a death in the immediate family of an employee (immediate
389 family being defined as that of employee's spouse, parent, guardian, sister,
390 brother, child, step child, grandchild, grandparent, father-in-law, mother-in-law,
391 or step parents) a maximum of two, 24-hour duty periods of leave will be
392 granted with pay to such employee, if needed. Should such death occur during
393 an employee's vacation, the employee shall receive the additional time off with
394 pay at a time to be mutually agreed upon. Travel time to and from the funeral

may be taken in addition to the 2 days referred to with the approval of the Fire Chief and may, at the employee's option, be counted as sick leave or vacation.

13.1.2 When there is a death in the family of an employee (family being defined as spouse's grandparents or a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse) a maximum of one, 24-hour duty period of leave with pay will be granted to such employees, if needed.

13.1.3 All employees who act as pall bearers for any deceased person whose funeral takes place during regular working hours may also be granted time off with pay with the permission of the commanding officer. Permission shall be granted for this service unless an emergency situation exists, and if not detrimental to the job in the opinion of the commanding officer.

13.2 Day Personnel

13.2.1 Whenever a death occurs to a member of the immediate family, the City shall compensate the employee for any time lost from work during the next 3 succeeding days following said death which may include the day of death. Should the funeral be scheduled after the 3 succeeding days following said death, an employee shall be granted a day of funeral leave to attend the funeral. This may be extended to a maximum of 5 days in circumstances which require an employee to attend a funeral of a member of the immediate family at a distance in excess of 300 miles from Green Bay. This must be approved in advance by the Fire Chief. Should such death occur during an employee's vacation, the employee shall receive the additional time off with pay at a time to be mutually agreed upon. Compensation shall be at the regular hourly rate of said employee for a normal work day.

13.2.2 "Immediate family" is defined as wife, husband, father, mother, guardian, sister, brother, child of employee, step child, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse. The City agrees to continue the practice of paying employees the remainder of the day's pay for time lost from work due to the death of individuals defined as immediate family.

13.2.3 All employees who act as pall bearers for any deceased person whose funeral takes place during regular working hours may also be granted time off with pay with the permission of the commanding officer. Permission shall be granted for this service unless an emergency situation exists, and if not detrimental to the job in the opinion of the commanding officer.

13.3 General

13.3.1 Time for funeral leave shall be taken within 7 calendar days of the date of death or 5 days from the date of the funeral, whichever is later.

ARTICLE 14 SICK LEAVE

435 14.1 Line and Day Personnel

436 14.1.1 Line personnel shall accumulate sick leave with pay at the rate of ¼'s of a
437 working day for each full month of employment with no limit on accumulation.
438 All day personnel shall accumulate assigned sick leave with pay at the rate of one
439 working day per month with no limit on accumulation. Employees of the Fire
440 Department shall continue to accumulate sick leave whenever listed on the
441 payroll.

442 14.1.2 In order to be granted sick leave an employee must:

- 443 a) Report the absence request prior to the start of the work day by way of
444 staffing software or telephone. If the employee will not be available at the
445 primary or secondary contact telephone number listed in the staffing
446 software, the employee must contact the Battalion Chief by telephone to
447 provide an alternate number at which they can be reached.
448 b) Keep the Battalion Chief or the Assistant Chief informed of the employee's
449 condition and the anticipated date of return to work.
450 c) Be legitimately ill or attending to a member of the immediate family who is ill
451 and unable to care for themselves or make other arrangements for care.
452 i) For purposes of this article, "immediate family" shall mean spouse,
453 parent, stepparent, child, step child, foster child, guardian, or sibling.

454 14.1.3 All sick leave requested is subject to verification. The department head may
455 request reasonable evidence from the employee to achieve verification.

456 14.1.4 Misuse of sick leave may subject the employee to disciplinary action per the
457 labor agreement. To avoid misuse, management may periodically review
458 amounts of use as well as patterns of use and counsel employees on problem
459 areas.

460 14.1.5 Employee's will be required to provide a physician's written confirmation of
461 illness or injury and return to normal duty by a City-designated medical provider
462 on the date of the illness or injury, at the City's expense, if the employee calls in
463 sick the day prior to or the day after or between 2 or more scheduled days off.
464 For the purposes of sick leave certification and approval a scheduled day will
465 include vacation, holiday, shift-trade and FLSA day. Below is a table showing
466 examples of when a physician's written confirmation will be required.

467 EXAMPLE 1 – Between 2-scheduled days off:

A-Shift	B-Shift	A-Shift Sick	C-Shift	A-Shift Scheduled Day Off	C-Shift	B-Shift
---------	---------	-------------------------	---------	---------------------------------	---------	---------

468 EXAMPLE 2 – Prior to 2-scheduled days off:

A-Shift	C-Shift	B-Shift Sick	C-Shift	B-Shift Scheduled Day Off	A-Shift	B-Shift Scheduled Day Off
---------	---------	-------------------------	---------	---------------------------------	---------	---------------------------------

469

EXAMPLE 3 - After 2-scheduled days off:

B-Shift Scheduled Day Off	C-Shift	B-Shift Scheduled Day Off	A-Shift	B-Shift Sick	A-Shift	C-Shift
---------------------------------	---------	---------------------------------	---------	-------------------------	---------	---------

470 14.1.6 Catastrophic Illness: During the period commencing 3 years prior to the
471 employee's normal retirement date as defined by sec. 40.02(42(a)), Wis. Stats., if
472 the employee is injured or ill for more than 50 consecutive calendar days, but
473 less than 6 calendar months, there will be no reduction from the employee's sick
474 leave accumulation. In order to receive this benefit, the employee must have
475 reached (95 days of sick leave for line personnel, 135 days of sick leave for day
476 personnel) at some point in their career. The employee shall perform alternative
477 duty if it is available and the employee is capable of performing same.

478 14.2 Health Insurance Payment Program (Line and Day Personnel). At the time of retirement,
479 the employee's sick leave to a maximum allowable payout of 95 working days for line
480 personnel and with a 1.42 conversion factor for day personnel shall be placed in an
481 escrow account for purposes of payment of employee's health insurance premiums. The
482 employee may convert earned, unused vacation days to sick leave days during the
483 employee's last 5 years of employment, the number of days not to exceed the dollar
484 amount needed to pay health insurance premiums until age 65. All employees reaching
485 normal retirement or disability prior to attaining such age shall be eligible to continue in
486 the City's health insurance group plan until the age of 65. However, when an employee
487 reaches the age of 65 and the employee's spouse is still under the age of 65, the
488 account can still be used by the spouse to pay health insurance premiums until such
489 time that the spouse reaches age 65 or the total account is expended, whichever occurs
490 first. If funds remain in the employee's escrow account at age 65, these funds may be
491 used to purchase supplemental Medicare insurance from the present health insurance
492 carrier for the employee and spouse until the escrow account is depleted. The City shall
493 pay all of the monthly premium payable, provided that the total amount expended for
494 such insurance for each retired employee shall be limited to an amount equal to the
495 percentage set forth below of the value of any accumulated and unused sick pay
496 standing to the credit of that employee as of that employee's date of retirement:

497 100% for employees retiring under disability retirement
498 100% for employees retiring into the State Retirement System

499 After the amount expended for any employee reaches the limit for such employee, the
500 monthly premiums shall thereafter be paid by the employee.

501 14.2.1 Surviving spouses, until remarriage, will be eligible to apply the escrowed
502 amount for health insurance premium payment purposes.

503 14.2.2 Dependent children, in accordance with regular City policy, will be eligible to
504 apply the escrowed amount for health insurance premium payment purposes
505 upon the death of the surviving spouse. Remarriage of the surviving spouse will
506 terminate the eligibility of dependent children for this benefit.

- 507 14.2.3 Any funds remaining in the escrow account after the death of the retiree, death
508 or remarriage of the surviving spouse, or death or ineligibility of dependent
509 children shall revert back to the City.
- 510 14.2.4 This health insurance premium payment program for protective employees is
511 mandatory for all covered employees upon retirement and supersedes all
512 previous sick leave payout programs upon retirement sponsored by the City of
513 Green Bay.
- 514 14.2.5 When death of a covered protective service employee occurs either before or
515 after retirement, the estate shall receive the full amount of credit to the escrow
516 account for health insurance purposes of accumulated sick leave not to exceed
517 95 working days in accordance with the above policy.
- 518 14.2.6 An employee who has retired or in case of the employee's death, the spouse has
519 the right to leave the amount credited to the escrow account for "health
520 insurance purposes" until the end of the calendar year in which the individual
521 attains the age of 63. At that time, they shall have to begin using the escrow
522 account for health insurance purposes.

523 ARTICLE 15
524 VACATIONS

525 15.1 Line Personnel

- 526 15.1.1 Line personnel shall be granted an annual paid leave governed by the following
527 schedule. The vacation days listed are earned in that year. Vacation days shall be
528 credited on January 1 of each year. No employee shall receive a vacation until
529 they complete one full year of service.

January 1 to April 30	3 days credit
May 1 to August 31	2 days credit
September 1 to December 31	1 day credit
After 1 year	6 days
After 5 years	9 days
After 8 years	12 days
After 11 years	13 days
After 16 years	14 days
After 18 years	16 days
After 20 years	17 days
After 24 years	18 days

530 15.1.2 Line Personnel Vacation Selection

- 531 a) The first round of vacation selection will take place within the first full 3 day
532 work cycle on each shift following the January posting. The second round of
533 vacation selection will take place during the second 3 day work cycle on each
534 shift, and the third round of vacation selection will take place during the third
535 3 day work cycle on each shift.

- b) A maximum of 9 persons will be allowed on vacation on any given work day. No more than 5 of those on vacation on any given day will be officers. The above numbers do not include the Battalion Chief.
- c) Openings created by transfers or promotions will be filled using the process outlined in 15.1.2(k).
- d) A maximum of 15 vacation days may be carried over from year to year for Line Personnel, 30 days for Day Personnel.
- e) An employee is deemed to be on vacation from the last day worked until the next day the employee is scheduled to work. A refusal by an employee on vacation shall not count as a turn for normal overtime call in. Special events overtime is exempt from the above provisions. In an emergency, all personnel are subject to recall.
- f) During "non-prime time", personnel may pick single days or blocks on a first come/first serve basis. However, they may be bumped by personnel exercising their seniority rights in the "first" and "second" rounds. Personnel will be bumped on a last in, first out basis.
- g) "Prime time" is defined for a shift as the first three day cycle that includes Easter and is for the balance of the calendar year.
- h) In the first round of vacation selection, a person may pick 3 or 6 consecutive days by seniority.
- i) In the second round of vacation selection, a person may pick the balance of the current year's accrued vacation by 3 consecutive duty day blocks by seniority.
- j) In the third round of vacation selection, a person may pick one or more duty days by seniority. These days may be in succession or several different single days.
- k) Available Days.
- i. Check to make sure that no one transferring onto the shift has a right to those days by virtue of having previously drawn an overlapping block on another shift.
- ii. If days are still vacant after (i) above is completed, then said days shall be on a first come/first serve basis.
- l) Days vacated due to transfers will not be filled.

15.2 Day Personnel: All day personnel shall follow Schedule B:

After 1 year	13 days
After 5 years	16 days
After 7 years	18 days
After 12 years	24 days
After 15 years	25 days
After 17 years	27 days

After 18 years	28 days
After 19 years	30 days

570 15.3 General

571 15.3.1 Preference in vacation time shall be in order of department seniority; however,
572 the vacation schedule may be amended by department's needs caused by an
573 emergency or related nature.

574 15.3.2 A line employee cannot carry over more than 15 vacation days and staff
575 personnel employees cannot carry over more than 30 vacation days at the end
576 of the calendar year. Employees will be allowed to carry over in excess of the
577 maximum accumulation of vacation days subject to the following:

578 a) The employee had appropriately scheduled and received approval for the
579 vacation usage.

580 b) The employee was unable to use the vacation as scheduled due to:

581 i. An employee injured in the line of duty for which the employee
582 received temporary total disability (TTD) benefits through Worker's
583 Compensation or as a result of a duty-incurred heart or respiratory
584 impairment covered under the State's Presumptive Law.

585 ii. The vacation day usage was cancelled by the City.

586 iii. A change in shift results in vacation days originally scheduled as full
587 days of vacation falling on FLSA days.

588 c) The employee is unable to reschedule any subsequent days off as vacation
589 after learning of the inability to use the scheduled days as vacation due to
590 the limits placed on the number of employees who can have off on each shift
591 on any given day by the Fire Chief.

592 d) The employee is limited to the number of days that can be carried over in
593 excess of the stated maximum accumulation to those days lost to the above-
594 stated reasons.

595 15.3.3 If an employee or a member of their immediate family (as defined in Article 14)
596 becomes significantly ill or injured (i.e. incapacitated) while the employee is on
597 vacation, sick leave may be substituted for the vacation days, provided there is
598 written confirmation of such illness or injury from a qualified medical provider.

599 15.3.4 On separation from the City, the employee shall be paid in cash for their
600 accumulation of vacation credits.

601 15.3.5 Vacation shall be prorated the last year of employment as follows: The annual
602 accumulation shall be divided by 12-months and multiplied by the number of
603 complete months worked.

604 ARTICLE 16
605 PERSONAL LEAVE

606 16.1 Employees shall be eligible for 3-personal leave days annually. Personal leave days must

be used during the calendar year earned. They may not be accumulated. The number of personal leave days shall be prorated for new full-time employees in the initial year of employment and for employees in their final year of employment unless employment is terminated by acceptance to the State Retirement System, disability or death. Employees shall bid personal leave days into the vacation schedule at the time of the annual bidding for vacation. The first 3-days of scheduled leave taken in a calendar year by members of Local 141, shall be automatically deducted as personal leave days from each member's respective leave account by Fire Department administration.

- 16.2 New full time employees who are not allowed to utilize personal leave days during their first calendar year of employment will be allowed to carry those days over into their second year of employment. All such personal leave days carried over, plus any personal leave days accrued during the second calendar year of employment, must be utilized by the end of the second calendar year of employment.

ARTICLE 17 HOURS OF WORK

17.1 Line Personnel

17.1.1 Definition of a work day for Line Personnel: The work day consists of a period of 24 consecutive hours commencing at 7:00 a.m.

17.1.2 Definition of a work week for line personnel: The normal work week shall consist of 53-hours with a normal 3 platoon system under the procedure of the California Plan as established January 1, 1968 and modified by the City of Green Bay to comply with the provisions of the Fair Labor Standards Act.

17.1.3 Overtime worked beyond an average of 53-hours under the modified California Plan will be compensated at the rate of 1½-times the regular hourly rate for line personnel pursuant to the final FLSA regulations.

a) For overtime computation, holidays, vacation time, sick leave and funeral leave shall be considered as time worked.

17.1.4 Overtime shall be made available on a rank-for-rank basis under the minimum staffing level. Captains, Lieutenants, Engineers and Fire Fighters shall be considered as individual/separate groups for the purposes of overtime.

17.1.5 Minimum Call-in Time: Employees will be compensated for a minimum of 4 hours for any call-in time from regular off-duty time with the following exceptions.

a) Classes, training, physical exams and other non-fire suppression work will be paid for actual hours worked provided that the employee knew or reasonably should have known of the event 7-calendar days in advance.

b) Employees called in to be interviewed in possible cases of employee discipline will be paid for actual hours worked. Unless an emergency exists, such interviews shall be scheduled during the employee's normal hours of work.

647 17.1.6 When persons are offered and accept overtime through the normal rotation
648 process they will serve in the specific position for which they were called.

649 17.1.7 Procedure for changing hours: Each employee shall be entitled to change hours
650 of work when they are able to secure another employee to work in their place
651 provided:

652 a) Such substitution does not impose any additional costs on the City.

653 b) The officer in charge of the house is notified.

654 c) The Battalion Chief in charge of the platoon is notified as soon as possible by
655 the officer in charge of the house on the same platoon.

656 d) Neither the Fire Department nor the City is held responsible for enforcing
657 any agreement made between employees. It is understood that an
658 employee's first responsibility is to the employee's position with the City.

659 e) The trade is made one rank above to one rank below the trader's rank. The
660 person accepting the trade must be able to do the normally assigned job of
661 the person for whom they are working. Paramedics shall be allowed to trade
662 with non-paramedics so long as there is no cost to the City. Also, once a
663 trade has been approved by management it cannot be cancelled by
664 management.

665 f) Once approved, a trade shall be deemed to change the regular schedule of
666 the individuals involved in the trade for all purposes except application of the
667 Fair Labor Standards Act. The individual who will be working the trade shall
668 be responsible for reporting the trade to the Battalion Chief. (i.e., ~~phone call,~~
669 ~~intra-department memo, staffing software~~Telestaff) and shall be responsible
670 for reporting to work on the day traded and be subject to all department
671 regulations and terms of the contract.

672 17.1.8 Employees called to testify in court proceedings on incidents arising from work
673 as a member of the City of Green Bay Fire Department shall be paid a minimum
674 of 4-hours pay for such court appearance. To be eligible for such pay, employees
675 ordered into court shall immediately notify the Chief's office. Determination of
676 job relatedness shall be made at the time of such notification. It is understood
677 that such court pay is generally in addition to the normal work week and shall be
678 paid at the rate determined for such performance. If pay for such appearance is
679 made by a party other than the employer, said pay shall be returned to the City
680 of Green Bay.

681 17.2 Day Personnel

682 17.2.1 Definition of a work week: A work week for day personnel shall consist of 37¼-
683 hours.

684 17.2.2 Definition of a car allowance: The previous policy established by the City of
685 Green Bay which is now in effect for members of this bargaining unit is
686 reaffirmed. "Car Allowance will be paid to the Training Captain and EMS
687 Captain." Their allowance will be based on the current City mileage

688 reimbursement schedule.

689 17.2.3 Minimum Call-in Time: Employees will be compensated for a minimum of 4-
690 hours for any call-in from regular off-duty time with the following exceptions:

- 691 a) Classes, training, physical examinations and other non-fire related work will
692 be paid for actual hours worked provided that the employee knew or
693 reasonably should have known of the event 7-calendar days in advance.
- 694 b) Employees called in to be interviewed in possible cases of employee
695 discipline will be paid for the actual hours worked. Unless an emergency
696 exists, such interviews shall be scheduled during the employee's normal
697 hours of work.
- 698 c) It is understood that to receive the minimum 4-hours call-in, the City has the
699 right to amend the employee's normal work-day schedule to utilize those
700 personnel for the total 4-hours. However, employees may accept the actual
701 overtime hours worked in lieu of the minimum call-in and thus not have their
702 normal schedule altered.

703 ARTICLE 18
704 HOLIDAYS

705 18.1 Line and Shift Personnel

706 18.1.1 Line and shift personnel shall earn holidays at the same rate as the comparable
707 parity unit in each year. However, these holidays will not be taken and a sum
708 equal to 100% of each employee's monthly payment which includes shift
709 differential, EMS pay and longevity shall be given to each employee in lieu of the
710 normal times off on a holiday.

- 711 a) Day personnel (lieutenants and captains in the Fire Marshal's Office and
712 Training Division) shall receive a day off with pay on the following holidays or
713 agreed upon alternate designated holidays: New Year's Day, Good Friday,
714 Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day,
715 Friday after Thanksgiving, Christmas Eve, and Christmas Day. Day personnel
716 will also receive an additional 8-hours of holiday pay at the straight time rate
717 to be paid in the pay period that each holiday occurs.
- 718 b) Line holiday pay shall be paid by separate equal checks on the first non-
719 payday Friday in May and November of each year.
- 720 c) Employees first employed during the calendar year and employees
721 terminating employment during the calendar year shall receive holiday pay
722 on a pro rata basis for the actual time employed.

723 ARTICLE 19
724 RATES OF PAY

725 19.1 The pay of employees of the Fire Department occupying classified positions, shall be
726 based on Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis

and are based on full-time employment.

19.2 When an employee is assigned to work as a battalion chief for a majority of a 12-hour shift, the employee shall receive out of grade pay for the actual hours worked in that classification. When working out of grade as a battalion chief, the employee will receive pay for such time at a rate which is 5% above the employee's hourly base rate. Out of grade documentation shall be maintained by the House Captain.

19.3 Employees who sign an appropriate waiver shall not be required to work out of grade except in emergency situations of a temporary nature. Such employees shall have the ability to void such waiver but shall not be eligible for promotion until 12 months after the waiver is nullified.

19.4 Members will be compensated for work on specific committees and at a specific wage rate in accordance with Fair Labor Standard Act Section 29 U.S.C. 207(g). A Memorandum of Agreement regarding the same is attached and incorporated by reference as Exhibit A.

ARTICLE 20 SHIFT DIFFERENTIAL

20.1 Line and Shift Personnel: –In lieu of shift differential, line and shift personnel shall receive a one-time \$410 increase to the base salary (\$15.77 added to the bi-weekly pay rate) on January 1, 2020. an additional \$20 per month or ½ of the shift premium that Police Officers receive for working their second shift, or 1/7 the total second and third shift premium enjoyed by the Police Department, whichever is higher.

ARTICLE 21 CLOTHING ALLOWANCE

21.1 Effective January 1, 2020 the budget of the Fire Department will no longer fund shall have an account to be known as "Clothing Allowance." which shall be administered per Fire Department Work Orders. Any member who has remaining funds in the Clothing Allowance fund will be paid out by April 1, 2020

21.2 Newly hired employees of the Green Bay Fire Department shall receive an initial issue of uniform clothing as determined by the Chief. Upon successful completion of the probationary period (one year) they shall receive funds to purchase a dress uniform and their normal yearly allotment.

21.3 Members shall be paid allowed to draw \$45015 per annum on November 1 and may use the funds to purchase uniform clothing from the clothing account. Effective January 1, 2022, the members shall receive \$500 per annum on November 1 and may use the funds to purchase uniform clothing. The per annum will be subject to tax deductions and will be WRS eligible.

21.4 The Chief shall have discretion as to the types of clothing that are acceptable to be worn while on duty. allowed to be purchased by employees of the department.

765 21.5 Safety Glasses. Where required by the City, employees will be provided with one pair of
766 safety glasses per year including prescription glasses. (This does not include the cost of
767 the examination. Glasses will be in "regular frames" i.e. W.O.S.).

768 21.5.1 The City will replace or repair required prescription safety glasses which are lost,
769 broken, or damaged on the job.

770 21.5.2 Employees who are not required to wear safety glasses may purchase them
771 through the City.

772 ARTICLE 22
773 LONGEVITY

774 22.1 \$10 per month at the first pay period following the anniversary marking the beginning
775 of the 8th year of service.

776 22.2 An additional \$10 per month at the first pay period of the 12th year of service.

777 22.3 An additional \$10 per month at the first pay period following the anniversary marking
778 the beginning of the 16th year of service.

779 22.4 Maximum longevity payment is \$30 per month.

780 ARTICLE 23
781 PENSION

782 23.1 Employees hired prior to July 1, 2011 will be subject to a retirement contribution in an
783 amount equal to that paid by general municipal employees.

784 ARTICLE 24
785 EMERGENCY MEDICAL SERVICE

786 24.1 Compensation

787 24.1.1 EMS-Certified personnel shall be compensated according to the following
788 schedule:

- 789 • EMT 2.75% of top Fire Fighter Rate
790 • EMT-P 4.25% of top Fire Fighter Rate

791 24.1.2 Paramedic pay and eligibility for special events will be based on compliance with
792 SOG 803.01 "Paramedic Skills Retention." Any change to SOG 803.01 "Paramedic
793 Skills Retention" is subject to negotiation per Article 8.

794 24.1.3 Ride Pay: In addition to the above compensation, there shall be a payment
795 equivalent to 6% of the top firefighter rate per day to those employees who
796 actually serve on the ambulance. The ride pay calculation is:

- 797 • Daily Rate: Top bi-weekly firefighter pay divided by 106, multiplied by 24-
798 hours, multiplied by 6%. *Calculation* (pay/106x24x6%).
799 • Hourly Rate: Top bi-weekly firefighter pay divided by 106, multiplied by
800 24-hours, multiplied by 6%, divided by 24 hours. *Calculation*

801 (pay/106x24x6%/24).

802 24.2 EMS Staffing

803 24.2.1 With respect to fulfilling the mission of the City's Emergency Medical Service, it is
804 the understanding of the parties that the Chief determines the needs of the
805 department as well as the qualifications necessary to fill those needs.
806 Management must, however, follow contractual seniority provisions with
807 respect to promotion, transfer or assignment to positions.

808 24.2.2 All personnel assigned to squads must have at least EMT certification.

809 24.2.3 Both parties to this working agreement agree that total fire department
810 seniority, as qualified, will be the primary determinant of all assignments, and
811 that therefore paramedic assignments will not inhibit return to line assignments
812 as seniority warrants.

813 ARTICLE 25

814 DUTY INCURRED DISABILITY AND PENSION BENEFITS

815 25.1 Fire Service

816 25.1.1 An employee injured in the line of duty shall receive full pay while disabled not
817 to exceed 180 calendar days. At the end of the 180 calendar day period, if more
818 time is needed, a request to the Personnel Committee shall be made and the
819 Personnel Committee may grant additional time as they deem necessary.

820 25.1.2 An employee who suffers a duty incurred heart or respiratory impairment or
821 disease shall receive full pay while disabled not to exceed 180 calendar days. At
822 the end of the 180 calendar day period, if more time is needed, a request to the
823 Personnel Committee shall be made and the Personnel Committee may grant
824 additional time as they deem necessary.

825 25.1.3 Employee pensions covered by Section 66.191 or applicable state or federal law
826 shall be figured from an employee's base salary and the following fringe benefits
827 – longevity, clothing allowance, holiday pay, City's contribution to employee's
828 and family's plan of health insurance.

829 25.1.4 Employee's survivors shall receive a pension payment from the City whether
830 employee is actively employed or on pension equal to ⅓ of the employee's base
831 salary and the following fringe benefits – longevity, clothing allowance, holiday
832 pay, City's contribution to employee's life insurance, and City's contribution to
833 employee's and family's plan of health insurance. There shall be an additional
834 payment of \$15 per month for each of the employee's children under the age of
835 18. This is to clarify Section 66.191 or applicable state or federal law.

836 25.1.5 Employee's survivors shall receive payment for days employee has worked prior
837 to their death along with vacation and holiday pay earned.

838 ARTICLE 26

839

HEALTH AND DENTAL INSURANCE CONTRIBUTIONS

- 840 26.1 The City will work to incorporate the Health Risk Assessment (HRA) requirements with
841 the annual physical which is required of each firefighter. Employees will pay 12.5% with
842 a 1.25% add on if spouse does not participate in the HRA for health care insurance
843 benefit and the City will pay the remaining premium. The spouse add on will not apply if
844 the City discontinues the HRA program.
- 845 26.2 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for
846 dental insurance benefits.

847

ARTICLE 27

848

LIFE INSURANCE

- 849 27.1 The City will provide and carry, at no cost to the employee, life insurance for each
850 fulltime firefighter in an amount equal to the employee's base salary. Employees shall
851 have the option to purchase supplemental life insurance for self, spouse and eligible
852 dependent(s). Employees will pay all premium costs for the optional supplemental life
853 insurance through payroll deduction.

854

ARTICLE 28

855

EDUCATION CREDITS

- 856 28.1 The City shall reimburse a fire fighter tuition costs and book costs, as defined below,
857 upon successful completion of approved Fire Science courses. The student must attain a
858 grade of "C" or higher to qualify for reimbursement. Approved Fire Service courses are
859 defined as courses required for a degree (associate, bachelor or masters in Fire Science).
- 860 28.2 The reimbursement for tuition shall be 100% at the UWGB rate for undergraduate
861 courses, and 75% at the UWGB rate for graduate courses. Book reimbursement shall be
862 set at a maximum of \$50 per course provided that upon book reimbursement the book
863 is donated to the Fire Department library. The maximum reimbursement for any
864 employee in a calendar year is \$1,200.
- 865 28.3 In addition, the Chief shall retain the right to credit an employee who undertakes
866 courses which would not qualify in this section if the Chief deems the course to be of
867 sufficient benefit to the City. Credit approval must be obtained in advance of course
868 attendance.

869

ARTICLE 29

870

LIABILITY AND ACCIDENT INSURANCE

- 871 29.1 The City agrees to provide insurance coverage to cover operation of its motor vehicles in
872 the event that claims are made as a result of alleged injury or damage to persons or
873 property which arises from the operation of a City vehicle.
- 874 29.2 The City also agrees to provide insurance coverage to cover employees in the event
875 liability or damage claims are made while the employee is performing their duties.

876

ARTICLE 30

877

SAVING CLAUSE

878 30.1 If any article, sentence, or phrase of this contract shall be held, for any reason, to be
879 inoperative, void, or invalid, the validity of the remaining portions of this contract shall
880 not be affected.

881

ARTICLE 31

882

AMENDMENT PROVISION

883 31.1 This agreement is subject to amendment, alteration or addition only by subsequent
884 written agreement between and executed by the City and the union where mutually
885 agreeable. The waiver of any breach, term, or condition of this agreement by either
886 party shall not constitute a precedent in the future enforcement of all its terms and
887 conditions.

888

ARTICLE 32

889

FIRE MARSHAL OFFICE

890 32.1 There will be a one year probationary period for personnel assigned to the Fire Marshal
891 Office. Personnel assigned to the Fire Marshal Office will make a 2-year commitment
892 unless retiring or unless removed for disciplinary reasons or mutually agreed to by the
893 Chief and the employee.

894 32.2 If an employee of the Fire Marshal Office desires reassignment and said reassignment is
895 approved, the employee must remain on the job until a qualified replacement is trained
896 and ready to assume the duties of the position.

897 32.3 Fire Marshal Office members are to receive vacation on the Day Personnel vacation
898 schedule according to Article 15, Schedule B of this agreement.

899 32.4 Fire Marshal Office members will receive holiday pay as defined under 18.1.1.

900 32.5 All Fire Marshal Office members will participate in the on-call fire investigation coverage
901 system. The on-call schedule will include each Fire Marshal Office member being
902 assigned for 7-days, starting Monday at 8:00am through the following Monday at
903 8:00am. Each on-call week will be assigned a code (A-Green, B-Red, C-Yellow, and D-
904 Blue). Each Fire Marshal Office member will be assigned to one of the four codes and be
905 assigned that code for on-call purposes during their tenure in the Fire Marshal Office.

906 32.6 To prevent Fire Marshal Office members from having the same week of on-call every
907 year, the normal rotation will be suspended during the on-call week of each year that
908 includes Easter. At that time the rotation will be offered on a seniority basis, by code,
909 and if necessary filled by inverse seniority. The rotation will then resume based on the
910 employee's code.

911 32.7 The holidays of Christmas, Thanksgiving, Labor Day, and Memorial Day will each be
912 assigned to a code group. Each of these holidays will have a 4-day block of on-call
913 surrounding the holiday. On-call personnel will receive double on-call pay during these
914 4-holiday blocks. They will not receive double on-call pay for other listed holidays.

915 32.8 The Fire Marshal Office member on-call will be called in by fire dispatch or the Chief
916 Officer.

917 32.9 The Fire Marshal Office member on-call must be available to respond to the fire scene
918 when requested within an hour, unless there are extenuating circumstances as
919 determined by the Chief.

920 32.10 The Fire Marshal Office member will work normal day hours while on call except for
921 contractual Holidays.

922 32.11 A Fire Marshall Office member may be able to flex his or her hours of work in
923 accordance with the Memorandum of Understanding attached and incorporated by
924 reference as Exhibit B.

925 32.1~~2~~⁴ The Fire Marshal Office member will be compensated for time on-call at .001 of the Top
926 Fire Fighter bi-weekly rate per hour on-call. On-call pay will not be paid during regular
927 scheduled work hours. When called in to investigate a fire the Fire Marshal Office
928 member will receive their regular rate of pay and will not simultaneously receive regular
929 and on-call pay. Hours worked in excess of the Fire Marshal Office member's workday
930 approved by the Chief or designee will be compensated at 1-½ times the regular rate.
931 The on-call Fire Marshal Office member may receive phone calls from the on-duty
932 Battalion Chief seeking guidance or clarification on an incident. These phone inquiries
933 will be considered as compensated by the on-call pay stipend.

934 32.1~~3~~² During periods of work when not on-call, Fire Marshal Office members will be able to
935 utilize vacation and the flex schedule as approved by the Chief. Two people shall be
936 allowed off on vacation in a work week. Vacation selection shall be as follows:

937 → First round selection shall occur the second Monday in the month of January. Picks
938 shall occur by division seniority. During first round picks up to 3-weeks may be
939 selected, all picks must be full weeks. Full week blocks may not be removed once
940 selected.

941 → Second round selection shall occur the third Monday in the month of January. Up to
942 10-individual days may be selected

943 → Third round selection shall occur the fourth Monday in the month of January. Any
944 remaining days available may be selected.

945 → Any open vacation days left after vacation picks may be selected on a first come first
946 served basis.

947 → The Fire Marshal Office member selecting vacation must find coverage during a Fire
948 Marshal Office member's on call schedule

949 32.1~~4~~³ The Fire Marshal Office member on-call is not eligible to work Packer and 4th of July
950 overtime during the time they are on-call.

951 32.1~~5~~⁴ As approved by the Chief, the Fire Marshal Office member investigating the fire scene
952 may be approved to use a reasonable amount of overtime to complete the fire report.

953 32.1~~6~~⁵ Any long term opening (i.e., medical) on the on-call fire investigation schedule will first

be offered to Fire Marshal division personnel. If unable to fill the open on-call block it will then be offered to in-line firefighters who have fire investigation training by seniority. Any in-line fighter who assumes the on-call block of the long term opening will receive the on-call pay.

32.17 Each Fire Marshal Office member will be entitled to change their hours of on-call when they can secure another Fire Marshal Office member or in-line firefighter with fire investigation training to be on-call with prior approval of the Fire Marshal Captain and Fire Chief provided that:

→ Such substitution does not impose any additional cost to the City.

→ Substituting employee would receive pay for on-call hours worked per ~~the Department's staffing software~~ ~~Telestaff~~. Fire Chief, Fire Marshal Captain, and on-duty Battalion Chief will be notified in writing of change in on-call hours.

→ Neither the City, nor the Fire Department is responsible for enforcing any agreement made between employees. It is understood an employee's first responsibility is to the employee's position with the City and the Department.

32.18 Officers in the Fire Marshals office having IAAI-Fit (International Association of Arson Investigators Fire Investigation Technician Certification) and Wisconsin Fire Detection, Prevention & Suppression Inspectors License shall receive compensation equal to 24.1.3 daily rate of line personnel. Officer in the position of Lt. PIO having NFA Youth Fire Seaters Certification and CPS (Child Passenger Safety Certification) shall receive compensation equal to 24.1.3 daily rate of line personnel.

ARTICLE 33 MISCELLANEOUS

33.1 In the event federal or state legislation is enacted concerning pay for overtime which would result in the City paying members of the Bargaining Unit overtime pay for the normal work week or day as set forth in this agreement, the work week and day as set shall be renegotiable.

33.2 To provide the Fire personnel needed at special events (including without limitation by enumeration, the 4th of July, Art Street, etc), a list shall be posted by the department administration. This list shall ask for volunteers to work the event. Those who volunteer will be called out by seniority with qualifications. "Special events" shall include Packers football games; payment for the Packers football games shall be at the double time (2x) rate.

33.2.1 If there are insufficient volunteers to meet the needs, the department will direct employees to work at the events inversely by seniority as qualified. A further stipulation shall apply as regards the calling to work of non-volunteers by inverse seniority as qualified and that shall be: As an employee is ordered to work because of their position in seniority shall after such work be eliminated from the eligibility list or directed call-in at subsequent events in that calendar year. However both parties understand that the major determinant of call-in is

994 departmental need at the events and notwithstanding the waiver given above
995 regarding a person who has already worked a game by non-volunteer call-in,
996 that person can be called in again if no qualified person is available.

997 33.3 The employer and Union agree that the recent transfer of the City Health Department to
998 Brown County will not impact our delivery of occupational health services to members
999 of Local 141. The individuals or agencies providing those services may change, but the
1000 City agrees that those changes will have no impact on the health and safety of members
1001 of Local 141.

1002 33.4 It is agreed and understood that the City's third party administrator for health and
1003 dental insurance has drafted a new booklet to address recent changes in the insurance
1004 industry. This memorandum will serve as the City's guarantee that the level of benefits
1005 enjoyed by members of Local 141 has not changed as a result of the TPA's amendment.
1006 The only coverage changes in the booklet will be those that have been negotiated and
1007 agreed upon.

1008 33.5 It is agreed that off-duty Fire Department employees, unless ordered to act by a
1009 superior officer of the Fire Department, are under no duty to take action when faced
1010 with an emergency. Any employee, while on duty, may however, respond to an
1011 emergency as a private individual. While on duty, the authority granted in Section
1012 213.095, Wis. Stats. shall apply as provided therein. Employees who have the
1013 opportunity to respond to an emergency while off duty, and who don't, will not be held
1014 accountable for such decision and, therefore, there can be no discipline for such
1015 decision and inaction.

1016 ARTICLE 34
1017 DRUG TESTING

1018 34.1 Purpose. The purpose of this policy is to provide all fire service employees with notice
1019 of the provisions for the department drug testing program.

1020 34.2 Discussion. It is the policy of this department that the critical mission of the fire service
1021 justifies maintenance of a drug-free work environment through the use of a reasonable
1022 employee drug testing program.

1023 The fire fighting profession has several uniquely compelling interests that justify the use
1024 of employee drug testing. The public has a right to expect that those who are sworn to
1025 protect them are, at all times, both physically and mentally prepared to assume these
1026 duties. There is sufficient evidence to conclude that the use of controlled substances
1027 and other forms of drug abuse will seriously impair an employee's physical and mental
1028 health and thus job performance.

1029 Where fire service officers participate in illegal drug use and drug activity, the integrity
1030 of the profession and public confidence in that integrity are destroyed. This confidence
1031 is further eroded by the potential for corruption created by drug use.

1032 Therefore, in order to ensure the integrity of the department and to preserve public
1033 trust and confidence in a fit and drug-free fire fighting profession, this department shall

1034 implement a drug testing program to detect prohibited drug use by sworn employees.

1035 34.3 Definitions

1036 34.3.1 Sworn Employee – Those employees who have been formally vested with full fire
1037 service powers and authority.

1038 34.3.2 Drug Test – The compulsory production and submission of urine by an employee,
1039 in accordance with departmental procedures, for chemical analysis to detect
1040 prohibited drug usage.

1041 34.3.3 Reasonable Suspicion – Reasonable suspicion is the quantum of knowledge
1042 sufficient to induce an ordinary prudent and cautious person to believe that an
1043 individual is using or under the influence of drugs or other controlled substances.

1044 34.3.4 Probationary Employee – For the purpose of this policy only, a probationary
1045 employee shall be considered to be any person who is conditionally employed
1046 with the department as a sworn employee.

1047 34.4 Procedures

1048 34.4.1 Prohibited Activity. The following rules shall apply to all applicants, probationary
1049 and sworn employees, while on and off duty:

1050 a) No employee shall illegally possess any controlled substance.

1051 b) No employee shall ingest any controlled or other dangerous substance,
1052 unless as prescribed by a licensed medical practitioner.

1053 c) Any employee who unintentionally ingests, or is made to ingest, a controlled
1054 substance shall immediately report the incident to their Battalion Chief so
1055 that appropriate medical steps may be taken to ensure the employee's
1056 health and safety.

1057 d) Any employee, having a reasonable basis to believe that another employee is
1058 illegally using, or is in possession of any controlled substance, shall
1059 immediately report the facts and circumstances to the Battalion Chief on the
1060 shift. Training shall be provided on identification and handling of such
1061 situations.

1062 e) Discipline of sworn employees for violation of this policy shall be in
1063 accordance with the due process rights provided in the department's
1064 discipline and grievance procedures.

1065 34.4.2 Probationary Employee Drug Testing

1066 a) All probationary employees shall be required, as a condition of employment,
1067 to participate in unannounced drug tests prior to the completion of the
1068 probationary period. The frequency and timing of such testing shall be
1069 determined by the Chief or designee, and shall not exceed two tests during
1070 the probationary period.

1071 34.4.3 Employee Drug Testing. Sworn employees will be required to take drug tests as
1072 a condition of continued employment in order to ascertain prohibited drug use
1073 as provided below:

- 1074 a) All sworn employees shall be required to submit to a drug test prior to
1075 January 1, 1993, provided they are notified of such test at least 30 days in
1076 advance. Employees receiving inpatient treatment for a dependency problem
1077 at the time of the mass testing shall not be tested.
- 1078 b) A non-union supervisor may order an employee to take a drug test upon
1079 documented reasonable suspicion that the employee is or has been using
1080 drugs. A summary of the facts supporting the order shall be made available
1081 to the employee prior to the actual test.
- 1082 c) A drug test will be administered as part of all promotional procedures. Any
1083 member who refuses to submit to this form of testing for judgment, fitness,
1084 and readiness for duty, shall be immediately removed from their special
1085 assignments.
- 1086 d) Any sworn employee of this department who is directly involved in a serious
1087 fire incident shall be required by a non-union supervisor to participate in a
1088 drug screening test immediately following the event, or as soon as the
1089 tactical situation allows. A serious incident is defined as a fire vehicle
1090 accident in which serious injury is sustained by any involved employee or
1091 citizen requiring immediate medical attention by hospital personnel. If it is
1092 clearly evident that the employee is not at fault in the accident, no drug test
1093 will be required. A directly involved employee is one who is the driver of the
1094 fire vehicle.
- 1095 e) Any employee who in the carrying on of their duties, ingests, either directly
1096 or indirectly, any drug or narcotic substance, is required to document, as
1097 soon as possible thereafter such contact. Documentation should occur in
1098 writing explaining all circumstances, and the employee's supervisor should
1099 be notified as soon as possible. Drug tests will be administered and no
1100 disciplinary action will be taken if the tests are positive and the employee can
1101 prove that ingestion was involuntary.
- 1102 f) Beginning in 1993, the department shall randomly test members of the
1103 bargaining unit. Such test shall occur once per year per shift with no
1104 announcement of time or date. The method for random selection shall be
1105 such that each member of the bargaining unit has an equal chance of being
1106 selected. No one shall be tested randomly more than twice every 5 years.
1107 Every employee in the department shall be tested at least once every 5
1108 years. This shall not apply to causes for testing provided elsewhere in this
1109 article.

34.4.4 Drug Testing Procedures

- a) The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by any personnel administering drug tests.
- b) Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. This shall consist of picture ID that is government or employer issued.
- c) All employees whose urinalysis is not negative shall have a post-test interview with qualified medical personnel to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a positive test result.
- d) The bathroom facility of the testing area shall be private and secure.
 - i. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- e) Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than 3 hours to give a sample; during which the employee shall remain in the testing area. If the employee leaves the area, it is considered a refusal to test. Up to and not exceeding 40 ounces of water may be given to the employee to encourage urination. Failure to submit a sample shall not be considered a refusal to submit to a drug test until the individual has been examined by a doctor to determine if the individual has a pre-existing medical condition which would prohibit the donor from supplying the specimen.
- f) Employees shall have the right to request that their sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage for one year. This sample shall be made available to the employee or their attorney should the original sample result in a legal dispute or the chain of custody be broken.
- g) Specimen samples shall be sealed in the presence of the participants, labeled, and checked against the identity of the employee to ensure the results match the tested specimen. All collections are handled forensically, which means they are labeled, double-sealed, double-checked for accuracy and completeness, stored in a secure, locked refrigerator until testing, and accompanied by a forensic chain-of-custody.
- h) Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct supervision of the testing personnel.

1152 34.4.5 Drug Testing Methodology

- 1153 a) The testing or processing phase shall consist of a two-step procedure:
- 1154 i. Initial screening test as defined in 34.4.5(b). (All employees shall receive
- 1155 the same initial screening test.)
- 1156 ii. Confirmation test (GCMS)
- 1157 b) The urine sample is first tested using the initial drug screening procedure. An
- 1158 initial positive test result will not be considered conclusive; rather, it will be
- 1159 classified as “confirmation pending.” Notification of test results to the Chief
- 1160 shall be held until the confirmation test results are obtained.
- 1161 c) A specimen testing positive will undergo an additional confirmatory test. The
- 1162 confirmation procedure shall be technologically different and more sensitive
- 1163 than the initial screening test. No positive results will be reported to
- 1164 management until all confirming tests have been conducted and the medical
- 1165 interview with the Medical Review Officer (MRO) has been completed. This
- 1166 shall include a six mono acetyl morphine test when codeine is detected in the
- 1167 GCMS test.
- 1168 d) The drug screening tests selected shall be capable of identifying marijuana,
- 1169 cocaine and every major drug of abuse including heroin, amphetamines and
- 1170 barbiturates. Personnel utilized for testing will be certified as qualified to
- 1171 collect urine samples or adequately trained in collection procedures.
- 1172 e) US Department of Transportation regulations 49CFR Part 40 shall be used for
- 1173 purposes of determining which substances will be tested for under this
- 1174 Article as well as the levels which will constitute a positive test.
- 1175 f) The laboratory selected to conduct the analysis shall be experienced and
- 1176 capable of quality control, documentation, chain-of-custody, technical
- 1177 expertise, and demonstrated proficiency in urinalysis.
- 1178 g) Employees having a negative drug test result shall receive memorandum
- 1179 stating that no illegal drugs were found. If the employee requests such, a
- 1180 copy of the letter will be placed in the employee’s personnel file
- 1181 h) Any employee who breaches the confidentiality of testing information shall
- 1182 be subject to discipline.

1183 34.4.6 Chain of Evidence - Storage

- 1184 a) Each step in the collecting and processing of the urine specimens shall be
- 1185 documented to establish procedural integrity and the chain-of-custody.
- 1186 b) Where a positive result is confirmed, urine specimens shall be maintained in
- 1187 secured, refrigerated storage for one year.

1188 34.4.7 Drug Test Results

- 1189 a) All records pertaining to department-required drug tests shall remain
- 1190 confidential and shall not be provided to other employees or agencies
- 1191 without the written permission of the person whose records are sought.

1192 b) Drug test results and records shall be sealed and retained in the employee's
1193 personnel file for an indefinite period. Only the employee, the Chief and the
1194 Human Resources Director shall be allowed to open such sealed records.

1195 34.5 Actions Taken/Positive Result.

1196 34.5.1 If an employee tests positive and the tests identify cocaine, heroin,
1197 amphetamines, barbiturates, or any other major drug abuse of illegal drug, the
1198 individual's employment shall be terminated. If the test is determined to be
1199 inconclusive, then the City shall not have just cause for termination.

1200 a) The exception shall be forced use as defined in 34.4.1(c).

1201 b) If an employee tests positive for a drug which was legally prescribed and led
1202 to their addiction to that drug then the employee shall be given an
1203 opportunity to rehabilitate according to paragraph 34.5.2.

1204 34.5.2 An employee who tests positive for marijuana shall be subjected to discipline
1205 and referred to the Employee Assistance Program.

1206 a) The employee shall be subject to mandatory random testing for a period of
1207 two years.

1208 b) The Employee Assistance Program shall not be a substitute for disciplinary
1209 action if other rules and regulations have been violated or crimes committed.

1210 c) A second positive test for marijuana shall be grounds for termination.
1211 However, employees who test negative for two years after rehabilitation will
1212 not be dismissed if their second positive test for marijuana occurs more than
1213 ten years after the last positive test. In that case the employee will be
1214 afforded rehabilitation one more time.

1215 34.5.3 A positive test shall be defined as a confirmation test which establishes
1216 conclusively that the employee has ingested one of the drugs in question.

1217 34.6 Refusal to Submit. Employees who refuse to submit to a required drug test under this
1218 policy shall be terminated from employment as a fire service employee.

1219 ARTICLE 35

1220 RESIDENCY

1221 35.1 All employees will be required to maintain residency within Brown County, counties
1222 which are contiguous to Brown County, or Southern Door County. Appropriate response
1223 time requirements may be established by the Fire Chief in consultation with the Human
1224 Resources Director.

1225 35.2 On the occasions of additional – alarm incidents, or multiple incidents occurring
1226 simultaneously, the department orders off-duty personnel to staff reserve apparatus
1227 through appropriate communication means. In these or any other emergent situation,
1228 members shall be called without regard to the normal overtime calling procedures.

1229 ARTICLE 36

1230

DURATION AND NEGOTIATION TIME TABLE

1231 36.1 This agreement shall become effective as of January 1, ~~2018-2020~~ and remain in force
1232 and effect to and including December 31, ~~2019-2023~~ and shall renew itself for additional
1233 one year periods until and unless either party, prior to July 1, before the expiration of
1234 this agreement and the expiration of any of its renewal dates, notify the other party in
1235 writing that it desires to alter or amend the same at the end of the contract.

1236 36.2 Negotiations may begin at any time prior to July 1.

1237 Signed and dated this _____ day of ~~December, 2019~~.

1238 CITY OF GREEN BAY

GREEN BAY FIRE FIGHTERS, LOCL 141

1239

1240 ~~James Schmitt~~Eric Genrich, Mayor

Ryan Hintz, President

1241

1242 David Litton, Fire Chief

Bernie Carwardine, Vice President

1243

1244 ~~Lynn M. Boland~~Joseph W. Faulds, Human Resources Director

Todd Madson,

1245 Secretary/Treasurer

1246 Attest:

1247

1248 Kris Teske, City Clerk

1249

1250

1251

1252

1253

SCHEDULE "A"

WAGES

1254 Bi-weekly pay rates for uniformed personnel. Wage rates will be effective at the beginning of
 1255 the pay period in which the effective date occurs.

POSITION	January 1, 2020 Shift Pay Increase	December 31, 2020 2%	July 1, 2021 2%
New Hire	\$2,199.25	\$2,243.24	\$2,288.10
After 18-Months	\$2,376.98	\$2,424.52	\$2,473.01
Private (After 3-years' service)	\$2,554.70	\$2,605.79	\$2,657.91
Private (after 6 years' service) Top Firefighter Rate	\$2,623.98	\$2,676.46	\$2,729.99
Engineer (less than 11 years' service)	\$2,718.30	\$2,772.67	\$2,828.12
Engineer (after 11 years' service)	\$2,749.30	\$2,804.29	\$2,860.38
Lieutenant (less than 17 years' service)	\$2,893.70	\$2,951.57	\$3,010.60
Lieutenant (after 17 years' service)	\$2,940.88	\$2,999.70	\$3,059.69
Captain	\$3,145.97	\$3,208.89	\$3,273.07
EMT	\$72.16	\$73.60	\$75.07
Paramedic	\$111.52	\$113.75	\$116.02

1256

1257

1258

1259

1260

1261

1262

1263

1264

POSITION	July 1, 2022 2%	July 1, 2023 2%
New Hire	\$2,333.86	\$2,380.54
After 18-Months	\$2,522.47	\$2,572.92
Private (After 3-years' service)	\$2,711.07	\$2,765.29
Private (after 6 years' service) Top Firefighter Rate	\$2,784.59	\$2,840.28
Engineer (less than 11 years' service)	\$2,884.68	\$2,942.37
Engineer (after 11 years' service)	\$2,917.59	\$2,975.94
Lieutenant (less than 17 years' service)	\$3,070.81	\$3,132.23
Lieutenant (after 17 years' service)	\$3,120.88	\$3,183.30
Captain	\$3,338.53	\$3,405.30
EMT	\$76.58	\$78.11
Paramedic	\$116.82	\$120.71

1265 1) The employee(s) designated to maintain the S.C.B.A and the Officers in the Fire Marshalls
1266 Office having the required certifications outlined in 32.17 will be paid the daily rate per
1267 24.1.3 for each scheduled duty day in addition to their regular pay. The scheduled duty days
1268 per year are 122. The calculation referenced in 24.1.3 is top bi-weekly firefighter pay
1269 divided by 106, multiplied by 24 hours, multiplied by 6%, divided by 24 hours.

1270 2) Example for 1/1/20: Top fire fighter bi-weekly rate \$2,623.98/106x24x6%/24 =
1271 \$1.4853. SCBA pay = (122 duty days x 24 hours per day) x \$1.4583) divided by 26 pay periods)
1272 = \$167.28 bi-weekly rate.

1273 2) Management shall exercise its discretion in starting new employees above step 1.

1274 3) An employee shall receive the "Private After 6-Years" salary upon completion of 6-years of
1275 service, provided they have successfully completed Wisconsin Certified Driver/Operator
1276 Pumper and Aerial and has Wisconsin EMT certification.

1277 4) An employee shall receive the "Engineer After 11-Years" salary upon completion of 11-years
1278 of service, provided they have successfully completed Wisconsin Certified Fire Officer I and
1279 has Wisconsin EMT certification.

1280 5) If the employee with more than 6-years of service is promoted to Engineer prior to 11-
1281 years, then the employee shall receive 75% of the difference between Private with 6-years

of service and Engineer with 11-years of service. The employee must take a promotion whenever available; otherwise the employee's salary reverts to the Private 6-year rate. An Engineer must maintain EMS certification; failure to do so will result in the employee being returned to the Private after 6 years of service rate.

6) An employee shall receive the "Lieutenant After 17-Years" salary upon completion of 17-years of service, provided they have successfully completed Wisconsin Certified Fire Officer I and has Wisconsin EMT certification.

7) If an employee with more than 11-years of service is promoted to the position of Lieutenant prior to having 17-years of service, then the employee shall be paid 75% of the difference between Engineer 11-years of service rate and Lieutenant with 17-years of service rate. The employee must take the promotion to Lieutenant whenever available; otherwise the employee's salary reverts to the Engineer with 11-years of service rate. A lieutenant must maintain EMS certification; failure to do so will result in the employee being returned to the Private after 6-years of service rate.

8) All bi-weekly payroll checks shall be direct deposited to an account at a financial institution of the employee's designation. Holiday paychecks may be direct deposited at the discretion of the employee.

In lieu of shift differential, line and shift personnel shall receive a one-time \$410 increase to the base salary (\$15.77 added to the bi-weekly pay rate) on January 1, 2020.

1303
1304

EXHIBIT A

AGREEMENT

Between

City of Green Bay

And

City of Green Bay Fire Fighters

Local 141,

International Association of Fire Fighters

AFL-CIO

January 1, 2020 through December 31, 2023

TABLE OF CONTENTS

ARTICLE	PAGE
AGREEMENT	1
ARTICLE 1. RECOGNITION	1
ARTICLE 2. UNION SECURITY.....	1
ARTICLE 3. MANAGEMENT RIGHTS.....	1
ARTICLE 4. UNION ACTIVITY.....	2
ARTICLE 5. GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS	2
ARTICLE 6. PROMOTIONS.....	5
ARTICLE 7. TRANSFERS.....	7
ARTICLE 8. WORK RULES AND JOB DUTIES	8
ARTICLE 9. LEAVES OF ABSENCE	9
ARTICLE 10. VOTING TIME	9
ARTICLE 11. MILITARY LEAVE	9
ARTICLE 12. JURY DUTY	10
ARTICLE 13. FUNERAL LEAVE	10
ARTICLE 14. SICK LEAVE	11
ARTICLE 15. VACATIONS	14
ARTICLE 16. PERSONAL LEAVE	16
ARTICLE 17. HOURS OF WORK	17
ARTICLE 18. HOLIDAYS	19
ARTICLE 19. RATES OF PAY	19
ARTICLE 20. SHIFT DIFFERENTIAL.....	20
ARTICLE 21. CLOTHING ALLOWANCE.....	20
ARTICLE 22. LONGEVITY	20
ARTICLE 23. PENSION	211
ARTICLE 24. EMERGENCY MEDICAL SERVICE	21
ARTICLE 25. DUTY INCURRED DISABILITY AND PENSION BENEFITS	21
ARTICLE 26. HEALTH AND DENTAL INSURANCE	22
ARTICLE 27. LIFE INSURANCE	22

ARTICLE 28.	EDUCATION CREDITS	233
ARTICLE 29.	LIABILITY AND ACCIDENT INSURANCE	23
ARTICLE 30.	SAVING CLAUSE.....	23
ARTICLE 31.	AMENDMENT PROVISION.....	23
ARTICLE 32.	FIRE MARSHAL OFFICE	23
ARTICLE 33.	MISCELLANEOUS.....	26
ARTICLE 34.	DRUG TESTING	27
ARTICLE 35.	RESIDENCY	32
ARTICLE 36.	DURATION AND NEGOTIATION TIME TABLE	32
	SCHEDULE A - WAGES	33
	Exhibit A.....	36
	Exhibit B.....	37

AGREEMENT

This agreement, made and entered into at Green Bay, Wisconsin, according to the provisions of Section 111.70 and 111.77, Wisconsin Statutes, by and between the City of Green Bay as municipal employer, hereinafter called the "City" and Local 141 of the International Association of Fire Fighters, AFL-CIO, hereinafter called the "Union."

Both parties of this agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship that is to exist between them and enter into an agreement covering rates of pay, hours of work, and conditions of employment as well as procedures for reducing potential conflict.

Whereas, the mutual interests of the parties hereto are recognized by the Agreement for the operation of the Fire Department and the City of Green Bay that will promote efficiency and the best possible fire protection of life and property to all the citizens of the city.

ARTICLE 1 RECOGNITION

- 1.1 The City agrees to recognize representatives of the International Association of Fire Fighters, Local 141, as the bargaining agents in the matter of wages, hours of work, and working conditions for all nonsupervisory firefighters. The City and the Union will inform each other by official letter signed by the Mayor of the City of Green Bay and Local President of the Union as to whom has the power to negotiate.
- 1.2 A new firefighter will be considered a probationary employee for the first 12 months of employment. A firefighter on probation may be terminated at the sole discretion of the City with no rights to recall or rehire.

ARTICLE 2 UNION SECURITY

- 2.1 . If any test is made of the legality of this section, all costs and any liabilities accruing from such suit shall be answered by the Union.
- 2.2 The City shall deduct monthly dues and assessments from the wages of such employees as authorized such payroll deductions and forward as indicated on the written authorization form.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The City retains all rights, powers or authority that it has prior to this contract as modified by this contract.
- 3.2 The powers, rights and/or authority herein claimed by the City are not to be exercised in a manner that will undermine the Union or as an attempt to evade the provisions of this agreement or to violate the spirit, intent or purposes of this agreement.

ARTICLE 4
UNION ACTIVITY

- 4.1 The Union agrees to conduct its business off the job as much as possible. The Union will be allowed to hold its meetings at any fire station. This Article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedure outlined in this agreement and shall not work to prevent certain routine business such as the posting of Union notices and bulletins. Representatives of the Union, local principle officers, and Wage Committee members may conduct Union business including, but not limited to, wage negotiations, Union meetings, grievance handling, etc., during the course of the working day for a reasonable period of time, provided permission is first obtained from the Chief or designee.
- 4.2 The employer hereby agrees not to deduct such reasonable time from the pay of such officer or member, and agrees also that time spent in the conduct of grievance and in bargaining shall not be deducted from the pay of the delegated employee representative of the Union. Local 141 agrees that the bargaining committee shall be limited to no more than six members.

ARTICLE 5
GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS

- 5.1 Grievances: A grievance is defined as any complaint involving wages, hours and conditions of employment of members of the bargaining unit. A grievant may be an employee or the Union. Upon the mutual agreement of the parties hereto, grievances involving the same issues may be consolidated in one proceeding. During the initial probationary period as a firefighter, an employee will not have recourse through the grievance and arbitration procedure for disciplinary action and/or dismissal.
- 5.2 Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, the article and section number of the alleged violation, a clear and concise statement of the grievance, the relief sought, the date the incident or violation took place and the signature of the grievant and the date.
- 5.3 The Chief of the department may confer with the Union and such employees or other persons deemed appropriate by the Chief before making a determination.
- 5.4 The days indicated at each step should be considered a maximum. Days shall mean working days Monday through Friday, excluding holidays. The failure of the Union or the aggrieved party to file or appeal the grievance in a timely fashion as provided herein shall be deemed a waiver of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. The time limits may be extended by mutual consent.
- 5.5 Steps in the procedure may be waived by mutual agreement of the parties.
- 5.5.1 Step 1. The grievant or a Union representative on the grievant's behalf, shall have the right to present the grievance in writing to the Chief within 15 working days

after the grievant, or the Union, knew or should have known of the event giving rise to such grievance. Failure to do so represents a waiver of the right to file. The Chief shall furnish the grievant and the Union representative an answer within 5 working days after receiving the grievance.

5.5.2 Step 2. If the grievance is not satisfactorily resolved at the first step, the grievant or the Union representative shall prepare a written grievance and present it to the Human Resources Director within 10 working days of the Chief's Response. The Human Resources Director shall review the grievance and shall respond in writing within 10 working days after receipt of the written grievance.

5.5.3 Step 3. If the grievance is not resolved at the second step, the grievant or the Union representative shall present the written grievance to the Personnel Committee within 5 working days of the Human Resources Director's response. The Personnel Committee shall review the grievance and respond in writing within 5 working days after their decision which shall be made at the next regularly scheduled Personnel Committee meeting. In reaching their decision, the Personnel Committee may hold a fact-finding hearing after having received a written statement of fact and position by each party. The grievant and the Union shall be given a 5 day notice of said hearing.

5.5.4 Step 4. Arbitration

a) If no agreement is reached in step 3, the dispute may be referred to arbitration. The party desiring arbitration shall, within 15 working days of receiving the Personnel Committee decision, petition the Wisconsin Employment Relations Commission for arbitration with a copy of such petition sent to the other party.

b) Costs. The party initiating the grievance shall pay for the administrative costs for initiating arbitration. Any other expense or costs of the arbitration proceeding, including fees of the arbitrator, shall be split equally between the parties. The arbitration hearing shall be conducted in the City of Green Bay at a mutually agreeable time.

c) Decision of the Arbitrator. A decision of the arbitrator shall be limited to the subject matter of the grievance. The arbitrator shall not modify, add to or delete from the express terms of this Agreement. The arbitrator's decision shall be final and binding.

5.6 Disciplinary Proceedings

5.6.1 The City shall not discipline a member of Local 141 without just cause as outlined below.

5.6.2 In the event of such discipline, the employee or the Union may grieve the discipline under the grievance procedure set forth above in this Article, unless the employee exercises the rights available to the employee under Section 62.13, Wis. Stats. In the event the employee exercises said Section 62.13 rights, the Chief shall file charges with the Board only if the employee wishes to proceed under Section

62.13. The employee's sole recourse from the decision of the Board of Police and Fire Commissioners shall be in accordance with the appeal procedures provided in Section 62.13 Wis. Stats.

5.6.3 Determination of Cause. In any grievance of a disciplinary matter under the terms of this Article, the standard to be applied by management and the appellate bodies shall be whether or not there is cause for the discipline given all of the facts and circumstance constituting the grounds for the imposition of discipline or the determination to file charges. Cause shall be determined by applying the following criteria:

- a) Was the employee given advance notice of the possible or probable disciplinary consequences of the employee's conduct or was the conduct for which discipline is proposed to be imposed of such a nature that the employee knew or should have known that it was improper?
- b) Was the conduct upon which discipline is to be imposed reasonably related to the effective and efficient operation of the Fire Department?
- c) Prior to determining to impose discipline, did the Chief, or designee, make an effort to investigate the facts relating to the conduct for which discipline is proposed?
- d) Was the Chief's, or designee's, investigation conducted fairly and objectively?
- e) Did such investigation produce sufficient evidence or proof that the employee was guilty of the conduct for which discipline is proposed?
- f) Has the Chief, or designee, applied a disciplinary penalty without discrimination?
- g) Was the degree of discipline administered in the particular case reasonably related to the seriousness of the employee's proven offense and employee's record of service with the Police or Fire Department?

5.6.4 It is intended by the parties that in the event a grievance is filed pursuant to the Grievance Procedure of this Labor Agreement, the Grievance Procedure in the Labor Agreement shall be the sole and exclusive remedy of the City, the Chief, the Association, and the employee in question, and that no other discipline may be meted out to any employee based upon the subject matter of the grievance in question. In the event that a disciplinary matter is not grieved under the terms and conditions of the Grievance Procedure in the Labor Agreement, the City and the Chief may proceed in the matter of discipline of the employee in question as permitted by law, and the employee in question shall have no recourse to the Grievance Procedure in the Labor Agreement. Discipline of an employee shall only be done according to the terms and conditions of this Agreement; however, the Chief shall have the right to suspend any employee with pay pending the outcome of any grievance filed pursuant to this agreement, or under Section 62.13, Wis. Stats.

5.7 The bargaining unit may appoint representatives of the bargaining unit and shall inform

the City of the names of the individuals so appointed and of any change thereafter made in such appointments. The City shall allow the representatives the necessary time to process grievances during the course of the duty day.

ARTICLE 6 PROMOTIONS

6.1 When a position in the table of organization of the Fire Department is vacated or newly created, employees shall have the right of promotion to these positions on the basis of department seniority providing they have the necessary qualifications and ability as determined by the Chief, who shall follow the process outlined below:

6.2 Promotion to Engineer: The position shall be awarded to the most senior individual who has achieved: a) a rating of "satisfactory" or above on their most recent performance evaluation, and b) meets the minimum experience requirements outlined in the job description for Engineer, and c) achieves a passing score of 70% or above on the Wisconsin Certified Driver/Operator Pumper and Wisconsin Certified Driver/Operator Aerial exam, and d) has Wisconsin EMT certification.

6.3 Promotion to Lieutenant: The position shall be awarded to the most senior individual who has achieved: a) a rating of "satisfactory" or above on their most recent performance evaluation, and b) a passing score of 70% or above on the Wisconsin Certified Fire Officer I exam, and c) a rating of "satisfactory" or above in the "assumption of duties" category of their last performance review, and d) has Wisconsin EMT certification. The written examination will be waived if a candidate has worked at least 1000 hours as a Lieutenant from January 1, 1989 until the date of the posting. Out of grade work shall be documented by the officer in charge of the house at which the work was performed.

6.4 Promotion to Captain. The position shall be awarded to the most senior individual who has achieved: a) a rating of "satisfactory" or above on their most recent performance evaluation, and b) a passing score of 70% or above on the Wisconsin Certified Fire Officer I exam, and c) a rating of "satisfactory" or above in the "assumption of duties" category of their last performance review. The written examination will be waived if a candidate has worked at least 1000 hours as a Captain or higher from January 1, 1989 until the date of the posting. Out of grade work shall be documented by the officer in charge of the house at which the work was performed.

6.5 In no case shall the rights and/or powers of management to promote or to transfer be exercised in an unreasonable, arbitrary or discriminatory manner. This shall include management's approach to the performance evaluations. In cases where there is disagreement between an employee and a rater regarding the final evaluation, the employee shall have recourse to the grievance procedure. In grievance arbitrations involving performance evaluation, the arbitrator shall be charged with determining only whether the rater employed the agreed upon evaluation process appropriately.

6.6 Employees who sign an appropriate waiver shall not be required to work out of rank except in emergency situations of a temporary nature. Such employees shall have the ability to void the waiver, but shall not be eligible for promotion until 12 months after the

waiver is nullified.

6.7 Definition of Department Seniority: A person or member's seniority started the minute they first reported to work and runs continuously thereafter provided, however, that personnel who have prior and continuous service with the City before becoming members of the Fire Department shall receive credit for those prior years of service only for the purposes of the rate of earning vacation time (but not in vacation selection) and longevity pay, but such prior service with the City shall in no way be used or credited for any other rights under this labor agreement. The provision for prior service credit shall be read as effective January 1, 1982. Department seniority shall be the primary application with all other applications derived therefrom except as modified herein.

6.7.1 Definition of In-House Seniority: In-house seniority is the exercise of department seniority by personnel working in a station for a period of 12 hours or more on any given day. Personnel not regularly assigned to the shift on-duty do not have in-house seniority.

6.8 If it occurs that management shall withhold approval of any posting, the Union shall expect and receive an explanation of such withholding. When assignments are made after posting, they shall not be changed unless the needs of the department demand such change, or if the successful applicant can show that their subsequent dissatisfaction is disruptive to work performance.

6.9 Members of Local 141 who are promoted to positions outside of the bargaining unit shall be given the opportunity to return to the Union as the least senior employee in the rank from which they were promoted. This option will be available for 90 calendar days from the date of promotion and shall be allowed at either the employee's discretion or by managerial judgment. Employees returning to the Union in this fashion shall recover seniority for purposes of benefits and vacation selection.

6.10 The City of Green Bay acknowledges its statutory obligation to negotiate promotional procedures. Such obligation extends to training opportunities if said procedures will have an impact on an employee's promotability.

6.11 Employees serving in Fire Prevention or EMS/Fire Training may post for promotion to a line officers position with the following criteria applying:

6.11.1 Unless the employee has had prior satisfactory experience as a line officer, they shall serve a 90 calendar day internship as a line lieutenant during the year prior to their posting out of the staff position. This internship as a line officer may begin any time prior to, but no later than September 15 of each year.

6.11.2 Upon successful completion of the 90 calendar day internship, the employee shall be eligible to post for a line position through the normal posting procedure for a ranked position which their department seniority would qualify them.

6.11.3 If the employee does not successfully complete the 90 calendar day internship, they may return to their previously held staff position. They shall also have the right to return to their previously held staff position at any time during the 90 calendar day internship.

241 6.11.4 The employee is under no obligation to post for any line officer position even
242 though the internship may have been successfully completed.

243 6.12 Qualifications for staff positions shall be set by the Chief, and the most senior person who
244 meets those qualifications shall be selected for that position.

245 ARTICLE 7
246 TRANSFERS

247 7.1 Permanent transfers will be made on the basis of department seniority providing the
248 senior employee has the necessary qualifications and ability as determined by the Chief.
249 The following process will be used to facilitate postings for vacant positions.

250 7.1.1 Bi-Annual Posting Dates

- 251 a) Tuesday and Wednesday of the first full week of January each year.
- 252 b) First Tuesday and Wednesday of June each year (not to conflict with PFFW
253 annual convention).
- 254 c) 1st Day, Tuesday - Captain, Lieutenant, Engineer
- 255 d) 2nd Day, Wednesday - Fire Fighters
- 256 e) 3rd Day, Thursday - Fire Fighters (as needed)
- 257 f) As each vacancy occurs during any posting process, the most senior qualified
258 member will be offered the opportunity to post for that opening.
- 259 g) All moves will be completed by the end of the month in which it was posted.
- 260 h) At the conclusion of the shift postings, at least one certified paramedic shall
261 be posted on every shift at stations where an Advanced Life Support (ALS)
262 ambulance is not regularly assigned. This is to ensure that the "paramedic
263 engine" will have the necessary personnel to deliver advanced life support
264 immediately upon the arrival of the fire engine and in advance of the ALS
265 ambulance arrival. A paramedic engine shall be staffed every day in stations
266 without an ALS staffed ambulance.

267 7.1.2 Methods of Exercising Posting Rights

268 The transfer process may utilize any of the following options to bid for vacant
269 positions on the posting dates.

- 270 a) In person - by being available at Station #1 on the posting date.
- 271 b) By telephone - calls will be directed to qualified individuals.
- 272 c) By submission of prior written list with selections listed by priority. Said list
273 shall be submitted to the Assistant Chief before 1600 hours on the day
274 preceding the actual posting. A copy of the list with proper signatures shall be
275 retained by the employee.
- 276 d) Any employee not wishing to post for an opening shall notify the Assistant
277 Chief or designee in writing of their intent. Two copies of this form shall be
278 submitted and the employee retaining one signed copy.

279 e) For postings other than the annual posting in January or any other department
280 wide posting, individuals shall notify the Assistant Chief in writing if they do
281 wish to be included in the posting. Two copies of this form shall be submitted
282 with the employee retaining one copy.

283 7.2 Transfers made during the calendar year will not impact a person's selected vacation. If
284 a person moves to another shift, their vacation shall be adjusted to conform to the
285 difference in vacation blocks. Individual vacation days affected by a transfer shall be
286 adjusted to conform to the difference in vacation days or vacated at the discretion of the
287 employee.

288 7.3 Personnel occupying staff positions, i.e., Fire Prevention, and Fire/EMS Training, shall
289 make a 2-year commitment unless retiring or unless removed for disciplinary reasons or
290 mutually agreed to by the Chief and the employee. These personnel will notify the Fire
291 Chief or designee in writing by December 15th of each year if they intend to post for a line
292 position during the annual posting procedure. Upon receipt of said notice, the Fire Chief
293 shall proceed to post those staff positions within the division prior to a department-wide
294 posting in accordance with labor agreements.

295 For postings other than the annual posting, personnel occupying staff positions who wish
296 to post for line positions shall notify the Fire Chief of their intent to do so, as soon as they
297 know or should have known of the posting.

298 7.4 The transfer process shall be the primary application with all other applications derived
299 therefrom except as modified herein.

300 ARTICLE 8
301 WORK RULES AND JOB DUTIES

302 8.1 Work Rules. Changes to work rules and standard operating guidelines that affect wages,
303 hours and conditions of employment shall be subject to mutual agreement before
304 becoming effective. Therefore, the parties agree to the following process for
305 recommending, negotiating, approving and implementing S.O.G.'s so identified.

- 306 1) All drafts of S.O.G.'s shall be submitted to the wage committee.
- 307 2) Within 10 working days of receipt, Local 141 shall make a demand to bargain those
308 aspects of the draft which represent mandatory subjects of bargaining.
- 309 3) If there is a dispute over bargainability, then the parties shall immediately seek a
310 Declaratory Ruling from the Wisconsin Employment Relations Commission.
- 311 4) Within 20 working days of reaching agreement, the Union shall distribute the final
312 draft of the S.O.G. to its members for action by the body at its second scheduled
313 meeting following agreement.
- 314 5) If negotiations do not yield agreement, then either party may avail itself of statutory
315 impasse resolution procedures.

316 8.2 Upon approval by Local 141, or an award by an examiner from proceedings outlined in
317 8.1(5), the Chief may implement the S.O.G. The employer agrees to negotiate changes in
318 existing work rules or the establishment of new work rules with the Union. They shall be

319 posted for a period of 10 calendar days before becoming effective.

320 8.3 Employees will be notified in writing (email included) of any change in work rules or
321 standard operating guidelines before being subject to discipline. Whenever possible, this
322 notice shall be provided 10 calendar days before the change is effective. The employer
323 and the Union agree that certain Standard Operating Guidelines (S.O.G.'s) involving
324 wages, hours and working conditions must be collectively bargained prior to
325 implementation.

326 8.4 No employee in the firefighting force shall be assigned to any duty which is unrelated to
327 firefighting, fire prevention, or rescue work or to the care and maintenance of firefighting
328 equipment and apparatus, or to the normal cleaning required to maintain the quarters
329 and the area.

330 ARTICLE 9
331 LEAVES OF ABSENCE

332 9.1 The employer may authorize special leaves of absence with or without pay for any period
333 or periods not to exceed 3 calendar months in any one calendar year for the following
334 purpose of training in subjects related to the work of department personnel and which
335 will benefit its employees and the City service.

336 9.2 The Fire Chief may authorize an employee to be absent without pay for personal reasons
337 for a period or periods not to exceed 10 working days in any one calendar year.

338 9.3 The City Personnel Committee, upon recommendation of the Fire Chief, may grant leaves
339 of absence with or without pay in excess of the limitations above for the purpose of
340 attending courses of training at a recognized college or university and for other purposes
341 that are deemed beneficial to the City service.

342 9.4 Maternity leave will be granted according to the Federal and State Family and Medical
343 Leave Laws.

344 ARTICLE 10
345 VOTING TIME

346 10.1 An employee shall be granted time off in order to cast their vote in all primary and general
347 elections.

348 ARTICLE 11
349 MILITARY LEAVE

350 11.1 Personnel of the Fire Department who leave or have left the City service by request of the
351 Federal Government to enter active service in the Armed Forces of the United States and
352 return, shall be entitled to their departmental seniority and the rate of pay and position
353 they would have been entitled to had their service with the Fire Department not been
354 interrupted by service in the Armed Forces. Employees who are members of the National
355 Guard or military reserve shall be granted military leave for any extended tour of duty
356 requested by the federal government, and shall receive during such absence the wage

differential between the employee's regular City wages and military wage so that no loss of wages will be suffered for the first ninety (90) calendar days as a result of such military service. Any employee who serves in the Military Reserve or National Guard will be released from duty to attend required training and will only have pay deducted for actual days released from the Department. This paragraph does not apply to an employee drafted into the military consequent to the institution of a federal draft system or to voluntary periods of active duty service. Seniority shall continue accumulation throughout the leave. There shall be no accumulation of paid time off benefits during the leave. Employees on said leave shall have the option to keep City health and dental benefits during the leave, the same as for active employees.

ARTICLE 12

JURY DUTY

- 12.1 An employee will be given time off with pay when subpoenaed to perform jury duty before a court, public body or commission. Any payment received for jury duty will be retained by the employee and an equivalent amount will be deducted from the employee's gross pay for that period. The employee must submit a copy of the jury duty payment received to the Payroll Department. Reimbursement for expenses incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross pay.

ARTICLE 13

FUNERAL LEAVE

13.1 Line Personnel

13.1.1 When there is a death in the immediate family of an employee (immediate family being defined as that of employee's spouse, parent, guardian, sister, brother, child, step child, grandchild, grandparent, father-in-law, mother-in-law, or step parents) a maximum of two, 24-hour duty periods of leave will be granted with pay to such employee, if needed. Should such death occur during an employee's vacation, the employee shall receive the additional time off with pay at a time to be mutually agreed upon. Travel time to and from the funeral may be taken in addition to the 2 days referred to with the approval of the Fire Chief and may, at the employee's option, be counted as sick leave or vacation.

13.1.2 When there is a death in the family of an employee (family being defined as spouse's grandparents or a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse) a maximum of one, 24-hour duty period of leave with pay will be granted to such employees, if needed.

13.1.3 All employees who act as pall bearers for any deceased person whose funeral takes place during regular working hours may also be granted time off with pay with the permission of the commanding officer. Permission shall be granted for this service unless an emergency situation exists, and if not detrimental to the job in the opinion of the commanding officer.

13.2 Day Personnel

13.2.1 Whenever a death occurs to a member of the immediate family, the City shall compensate the employee for any time lost from work during the next 3 succeeding days following said death which may include the day of death. Should the funeral be scheduled after the 3 succeeding days following said death, an employee shall be granted a day of funeral leave to attend the funeral. This may be extended to a maximum of 5 days in circumstances which require an employee to attend a funeral of a member of the immediate family at a distance in excess of 300 miles from Green Bay. This must be approved in advance by the Fire Chief. Should such death occur during an employee's vacation, the employee shall receive the additional time off with pay at a time to be mutually agreed upon. Compensation shall be at the regular hourly rate of said employee for a normal work day.

13.2.2 "Immediate family" is defined as wife, husband, father, mother, guardian, sister, brother, child of employee, step child, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse. The City agrees to continue the practice of paying employees the remainder of the day's pay for time lost from work due to the death of individuals defined as immediate family.

13.2.3 All employees who act as pall bearers for any deceased person whose funeral takes place during regular working hours may also be granted time off with pay with the permission of the commanding officer. Permission shall be granted for this service unless an emergency situation exists, and if not detrimental to the job in the opinion of the commanding officer.

13.3 General

13.3.1 Time for funeral leave shall be taken within 7 calendar days of the date of death or 5 days from the date of the funeral, whichever is later.

ARTICLE 14 SICK LEAVE

14.1 Line and Day Personnel

14.1.1 Line personnel shall accumulate sick leave with pay at the rate of $\frac{3}{4}$'s of a working day for each full month of employment with no limit on accumulation. All day personnel shall accumulate assigned sick leave with pay at the rate of one working day per month with no limit on accumulation. Employees of the Fire Department shall continue to accumulate sick leave whenever listed on the payroll.

14.1.2 In order to be granted sick leave an employee must:

- a) Report the absence request prior to the start of the work day by way of staffing software or telephone. If the employee will not be available at the primary or secondary contact telephone number listed in the staffing software, the employee must contact the Battalion Chief by telephone to provide an alternate number at which they can be reached.

- b) Keep the Battalion Chief or the Assistant Chief informed of the employee's condition and the anticipated date of return to work.
- c) Be legitimately ill or attending to a member of the immediate family who is ill and unable to care for themselves or make other arrangements for care.
 - i) For purposes of this article, "immediate family" shall mean spouse, parent, stepparent, child, step child, foster child, guardian, or sibling.

14.1.3 All sick leave requested is subject to verification. The department head may request reasonable evidence from the employee to achieve verification.

14.1.4 Misuse of sick leave may subject the employee to disciplinary action per the labor agreement. To avoid misuse, management may periodically review amounts of use as well as patterns of use and counsel employees on problem areas.

14.1.5 Employee's will be required to provide a physician's written confirmation of illness or injury and return to normal duty by a City-designated medical provider on the date of the illness or injury, at the City's expense, if the employee calls in sick the day prior to or the day after or between 2 or more scheduled days off. For the purposes of sick leave certification and approval a scheduled day will include vacation, holiday, shift-trade and FLSA day. Below is a table showing examples of when a physician's written confirmation will be required.

EXAMPLE 1 – Between 2-scheduled days off:

A-Shift	B-Shift	A-Shift Sick	C-Shift	A-Shift Scheduled Day Off	C-Shift	B-Shift
---------	---------	---------------------	---------	---------------------------	---------	---------

EXAMPLE 2 – Prior to 2-scheduled days off:

A-Shift	C-Shift	B-Shift Sick	C-Shift	B-Shift Scheduled Day Off	A-Shift	B-Shift Scheduled Day Off
---------	---------	---------------------	---------	---------------------------	---------	---------------------------

EXAMPLE 3 - After 2-scheduled days off:

B-Shift Scheduled Day Off	C-Shift	B-Shift Scheduled Day Off	A-Shift	B-Shift Sick	A-Shift	C-Shift
---------------------------	---------	---------------------------	---------	---------------------	---------	---------

14.1.6 Catastrophic Illness: During the period commencing 3 years prior to the employee's normal retirement date as defined by sec. 40.02(42(a)), Wis. Stats., if the employee is injured or ill for more than 50 consecutive calendar days, but less than 6 calendar months, there will be no reduction from the employee's sick leave accumulation. In order to receive this benefit, the employee must have reached (95 days of sick leave for line personnel, 135 days of sick leave for day personnel) at some point in their career. The employee shall perform alternative duty if it is available and the employee is capable of performing same.

14.2 Health Insurance Payment Program (Line and Day Personnel). At the time of retirement, the employee's sick leave to a maximum allowable payout of 95 working days for line

personnel and with a 1.42 conversion factor for day personnel shall be placed in an escrow account for purposes of payment of employee's health insurance premiums. The employee may convert earned, unused vacation days to sick leave days during the employee's last 5 years of employment, the number of days not to exceed the dollar amount needed to pay health insurance premiums until age 65. All employees reaching normal retirement or disability prior to attaining such age shall be eligible to continue in the City's health insurance group plan until the age of 65. However, when an employee reaches the age of 65 and the employee's spouse is still under the age of 65, the account can still be used by the spouse to pay health insurance premiums until such time that the spouse reaches age 65 or the total account is expended, whichever occurs first. If funds remain in the employee's escrow account at age 65, these funds may be used to purchase supplemental Medicare insurance from the present health insurance carrier for the employee and spouse until the escrow account is depleted. The City shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below of the value of any accumulated and unused sick pay standing to the credit of that employee as of that employee's date of retirement:

100% for employees retiring under disability retirement

100% for employees retiring into the State Retirement System

After the amount expended for any employee reaches the limit for such employee, the monthly premiums shall thereafter be paid by the employee.

14.2.1 Surviving spouses, until remarriage, will be eligible to apply the escrowed amount for health insurance premium payment purposes.

14.2.2 Dependent children, in accordance with regular City policy, will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will terminate the eligibility of dependent children for this benefit.

14.2.3 Any funds remaining in the escrow account after the death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children shall revert back to the City.

14.2.4 This health insurance premium payment program for protective employees is mandatory for all covered employees upon retirement and supersedes all previous sick leave payout programs upon retirement sponsored by the City of Green Bay.

14.2.5 When death of a covered protective service employee occurs either before or after retirement, the estate shall receive the full amount of credit to the escrow account for health insurance purposes of accumulated sick leave not to exceed 95 working days in accordance with the above policy.

14.2.6 An employee who has retired or in case of the employee's death, the spouse has the right to leave the amount credited to the escrow account for "health insurance purposes" until the end of the calendar year in which the individual attains the

509 age of 63. At that time, they shall have to begin using the escrow account for
510 health insurance purposes.

511 ARTICLE 15
512 VACATIONS

513 15.1 Line Personnel

514 15.1.1 Line personnel shall be granted an annual paid leave governed by the following
515 schedule. The vacation days listed are earned in that year. Vacation days shall be
516 credited on January 1 of each year. No employee shall receive a vacation until they
517 complete one full year of service.

January 1 to April 30	3 days credit
May 1 to August 31	2 days credit
September 1 to December 31	1 day credit
After 1 year	6 days
After 5 years	9 days
After 8 years	12 days
After 11 years	13 days
After 16 years	14 days
After 18 years	16 days
After 20 years	17 days
After 24 years	18 days

518 15.1.2 Line Personnel Vacation Selection

- 519 a) The first round of vacation selection will take place within the first full 3 day
520 work cycle on each shift following the January posting. The second round of
521 vacation selection will take place during the second 3 day work cycle on each
522 shift, and the third round of vacation selection will take place during the third
523 3 day work cycle on each shift.
- 524 b) A maximum of 9 persons will be allowed on vacation on any given work day.
525 No more than 5 of those on vacation on any given day will be officers. The
526 above numbers do not include the Battalion Chief.
- 527 c) Openings created by transfers or promotions will be filled using the process
528 outlined in 15.1.2(k).
- 529 d) A maximum of 15 vacation days may be carried over from year to year for Line
530 Personnel, 30 days for Day Personnel.
- 531 e) An employee is deemed to be on vacation from the last day worked until the
532 next day the employee is scheduled to work. A refusal by an employee on
533 vacation shall not count as a turn for normal overtime call in. Special events
534 overtime is exempt from the above provisions. In an emergency, all personnel
535 are subject to recall.
- 536 f) During "non-prime time", personnel may pick single days or blocks on a first
537 come/first serve basis. However, they may be bumped by personnel

- 538 exercising their seniority rights in the “first” and “second” rounds. Personnel
539 will be bumped on a last in, first out basis.
- 540 g) “Prime time” is defined for a shift as the first three day cycle that includes
541 Easter and is for the balance of the calendar year.
- 542 h) In the first round of vacation selection, a person may pick 3 or 6 consecutive
543 days by seniority.
- 544 i) In the second round of vacation selection, a person may pick the balance of
545 the current year’s accrued vacation by 3 consecutive duty day blocks by
546 seniority.
- 547 j) In the third round of vacation selection, a person may pick one or more duty
548 days by seniority. These days may be in succession or several different single
549 days.
- 550 k) Available Days.
- 551 i. Check to make sure that no one transferring onto the shift has a right
552 to those days by virtue of having previously drawn an overlapping block
553 on another shift.
- 554 ii. If days are still vacant after (i) above is completed, then said days shall
555 be on a first come/first serve basis.
- 556 l) Days vacated due to transfers will not be filled.

557 15.2 Day Personnel: All day personnel shall follow Schedule B:

After 1 year	13 days
After 5 years	16 days
After 7 years	18 days
After 12 years	24 days
After 15 years	25 days
After 17 years	27 days
After 18 years	28 days
After 19 years	30 days

558 15.3 General

559 15.3.1 Preference in vacation time shall be in order of department seniority; however,
560 the vacation schedule may be amended by department’s needs caused by an
561 emergency or related nature.

562 15.3.2 A line employee cannot carry over more than 15 vacation days and staff personnel
563 employees cannot carry over more than 30 vacation days at the end of the
564 calendar year. Employees will be allowed to carry over in excess of the maximum
565 accumulation of vacation days subject to the following:

566 a) The employee had appropriately scheduled and received approval for the
567 vacation usage.

568 b) The employee was unable to use the vacation as scheduled due to:

- 569 i. An employee injured in the line of duty for which the employee
570 received temporary total disability (TTD) benefits through Worker's
571 Compensation or as a result of a duty-incurred heart or respiratory
572 impairment covered under the State's Presumptive Law.
- 573 ii. The vacation day usage was cancelled by the City.
- 574 iii. A change in shift results in vacation days originally scheduled as full
575 days of vacation falling on FLSA days.
- 576 c) The employee is unable to reschedule any subsequent days off as vacation
577 after learning of the inability to use the scheduled days as vacation due to the
578 limits placed on the number of employees who can have off on each shift on
579 any given day by the Fire Chief.
- 580 d) The employee is limited to the number of days that can be carried over in
581 excess of the stated maximum accumulation to those days lost to the above-
582 stated reasons.
- 583 15.3.3 If an employee or a member of their immediate family (as defined in Article 14)
584 becomes significantly ill or injured (i.e. incapacitated) while the employee is on
585 vacation, sick leave may be substituted for the vacation days, provided there is
586 written confirmation of such illness or injury from a qualified medical provider.
- 587 15.3.4 On separation from the City, the employee shall be paid in cash for their
588 accumulation of vacation credits.
- 589 15.3.5 Vacation shall be prorated the last year of employment as follows: The annual
590 accumulation shall be divided by 12-months and multiplied by the number of
591 complete months worked.

592 ARTICLE 16
593 PERSONAL LEAVE

- 594 16.1 Employees shall be eligible for 3-personal leave days annually. Personal leave days must
595 be used during the calendar year earned. They may not be accumulated. The number of
596 personal leave days shall be prorated for new full-time employees in the initial year of
597 employment and for employees in their final year of employment unless employment is
598 terminated by acceptance to the State Retirement System, disability or death. Employees
599 shall bid personal leave days into the vacation schedule at the time of the annual bidding
600 for vacation. The first 3-days of scheduled leave taken in a calendar year by members of
601 Local 141, shall be automatically deducted as personal leave days from each member's
602 respective leave account by Fire Department administration.
- 603 16.2 New full time employees who are not allowed to utilize personal leave days during their
604 first calendar year of employment will be allowed to carry those days over into their
605 second year of employment. All such personal leave days carried over, plus any personal
606 leave days accrued during the second calendar year of employment, must be utilized by
607 the end of the second calendar year of employment.

ARTICLE 17
HOURS OF WORK

17.1 Line Personnel

17.1.1 Definition of a work day for Line Personnel: The work day consists of a period of 24 consecutive hours commencing at 7:00 a.m.

17.1.2 Definition of a work week for line personnel: The normal work week shall consist of 53-hours with a normal 3 platoon system under the procedure of the California Plan as established January 1, 1968 and modified by the City of Green Bay to comply with the provisions of the Fair Labor Standards Act.

17.1.3 Overtime worked beyond an average of 53-hours under the modified California Plan will be compensated at the rate of 1½-times the regular hourly rate for line personnel pursuant to the final FLSA regulations.

a) For overtime computation, holidays, vacation time, sick leave and funeral leave shall be considered as time worked.

17.1.4 Overtime shall be made available on a rank-for-rank basis under the minimum staffing level. Captains, Lieutenants, Engineers and Fire Fighters shall be considered as individual/separate groups for the purposes of overtime.

17.1.5 Minimum Call-in Time: Employees will be compensated for a minimum of 4 hours for any call-in time from regular off-duty time with the following exceptions.

a) Classes, training, physical exams and other non-fire suppression work will be paid for actual hours worked provided that the employee knew or reasonably should have known of the event 7-calendar days in advance.

b) Employees called in to be interviewed in possible cases of employee discipline will be paid for actual hours worked. Unless an emergency exists, such interviews shall be scheduled during the employee's normal hours of work.

17.1.6 When persons are offered and accept overtime through the normal rotation process they will serve in the specific position for which they were called.

17.1.7 Procedure for changing hours: Each employee shall be entitled to change hours of work when they are able to secure another employee to work in their place provided:

a) Such substitution does not impose any additional costs on the City.

b) The officer in charge of the house is notified.

c) The Battalion Chief in charge of the platoon is notified as soon as possible by the officer in charge of the house on the same platoon.

d) Neither the Fire Department nor the City is held responsible for enforcing any agreement made between employees. It is understood that an employee's first responsibility is to the employee's position with the City.

e) The trade is made one rank above to one rank below the trader's rank. The person accepting the trade must be able to do the normally assigned job of

the person for whom they are working. Paramedics shall be allowed to trade with non-paramedics so long as there is no cost to the City. Also, once a trade has been approved by management it cannot be cancelled by management.

- f) Once approved, a trade shall be deemed to change the regular schedule of the individuals involved in the trade for all purposes except application of the Fair Labor Standards Act. The individual who will be working the trade shall be responsible for reporting the trade to the Battalion Chief. (i.e., staffing software) and shall be responsible for reporting to work on the day traded and be subject to all department regulations and terms of the contract.

17.1.8 Employees called to testify in court proceedings on incidents arising from work as a member of the City of Green Bay Fire Department shall be paid a minimum of 4-hours pay for such court appearance. To be eligible for such pay, employees ordered into court shall immediately notify the Chief's office. Determination of job relatedness shall be made at the time of such notification. It is understood that such court pay is generally in addition to the normal work week and shall be paid at the rate determined for such performance. If pay for such appearance is made by a party other than the employer, said pay shall be returned to the City of Green Bay.

17.2 Day Personnel

17.2.1 Definition of a work week: A work week for day personnel shall consist of 37¼-hours.

17.2.2 Definition of a car allowance: The previous policy established by the City of Green Bay which is now in effect for members of this bargaining unit is reaffirmed. "Car Allowance will be paid to the Training Captain and EMS Captain." Their allowance will be based on the current City mileage reimbursement schedule.

17.2.3 Minimum Call-in Time: Employees will be compensated for a minimum of 4-hours for any call-in from regular off-duty time with the following exceptions:

- a) Classes, training, physical examinations and other non-fire related work will be paid for actual hours worked provided that the employee knew or reasonably should have known of the event 7-calendar days in advance.
- b) Employees called in to be interviewed in possible cases of employee discipline will be paid for the actual hours worked. Unless an emergency exists, such interviews shall be scheduled during the employee's normal hours of work.
- c) It is understood that to receive the minimum 4-hours call-in, the City has the right to amend the employee's normal work-day schedule to utilize those personnel for the total 4-hours. However, employees may accept the actual overtime hours worked in lieu of the minimum call-in and thus not have their normal schedule altered.

686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724

ARTICLE 18
HOLIDAYS

18.1 Line and Shift Personnel

- 18.1.1 Line and shift personnel shall earn holidays at the same rate as the comparable parity unit in each year. However, these holidays will not be taken and a sum equal to 100% of each employee’s monthly payment which includes shift differential, EMS pay and longevity shall be given to each employee in lieu of the normal times off on a holiday.
- a) Day personnel (lieutenants and captains in the Fire Marshal’s Office and Training Division) shall receive a day off with pay on the following holidays or agreed upon alternate designated holidays: New Year’s Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day. Day personnel will also receive an additional 8-hours of holiday pay at the straight time rate to be paid in the pay period that each holiday occurs.
 - b) Line holiday pay shall be paid by separate equal checks on the first non-payday Friday in May and November of each year.
 - c) Employees first employed during the calendar year and employees terminating employment during the calendar year shall receive holiday pay on a pro rata basis for the actual time employed.

ARTICLE 19
RATES OF PAY

- 19.1 The pay of employees of the Fire Department occupying classified positions, shall be based on Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis and are based on full-time employment.
- 19.2 When an employee is assigned to work as a battalion chief for a majority of a 12-hour shift, the employee shall receive out of grade pay for the actual hours worked in that classification. When working out of grade as a battalion chief, the employee will receive pay for such time at a rate which is 5% above the employee’s hourly base rate. Out of grade documentation shall be maintained by the House Captain.
- 19.3 Employees who sign an appropriate waiver shall not be required to work out of grade except in emergency situations of a temporary nature. Such employees shall have the ability to void such waiver but shall not be eligible for promotion until 12 months after the waiver is nullified.
- 19.4 Members will be compensated for work on specific committees and at a specific wage rate in accordance with Fair Labor Standard Act Section 29 U.S.C. 207(g). A Memorandum of Agreement regarding the same is attached and incorporated by reference as Exhibit A.

725
726
727
728
729

730
731

732
733
734

735
736
737
738

739
740
741
742

743
744

745
746
747

748
749

750
751

752
753

754
755

756

757
758

759

760
761

ARTICLE 20
SHIFT DIFFERENTIAL

- 20.1 Line and Shift Personnel: In lieu of shift differential, line and shift personnel shall receive a one-time \$410 increase to the base salary (\$15.77 added to the bi-weekly pay rate) on January 1, 2020.

ARTICLE 21
CLOTHING ALLOWANCE

- 21.1 Effective January 1, 2020 the budget of the Fire Department will no longer fund an account known as “Clothing Allowance.” Any member who has remaining funds in the Clothing Allowance fund will be paid out by April 1, 2020
- 21.2 Newly hired employees of the Green Bay Fire Department shall receive an initial issue of uniform clothing as determined by the Chief. Upon successful completion of the probationary period (one year) they shall receive funds to purchase a dress uniform and their normal yearly allotment.
- 21.3 Members shall be paid \$450 per annum on November 1 and may use the funds to purchase uniform clothing. Effective January 1, 2022, the members shall receive \$500 per annum on November 1 and may use the funds to purchase uniform clothing. The per annum will be subject to tax deductions and will be WRS eligible.
- 21.4 The Chief shall have discretion as to the types of clothing that are acceptable to be worn while on duty.
- 21.5 Safety Glasses. Where required by the City, employees will be provided with one pair of safety glasses per year including prescription glasses. (This does not include the cost of the examination. Glasses will be in “regular frames” i.e. W.O.S.).
- 21.5.1 The City will replace or repair required prescription safety glasses which are lost, broken, or damaged on the job.
- 21.5.2 Employees who are not required to wear safety glasses may purchase them through the City.

ARTICLE 22
LONGEVITY

- 22.1 \$10 per month at the first pay period following the anniversary marking the beginning of the 8th year of service.
- 22.2 An additional \$10 per month at the first pay period of the 12th year of service.
- 22.3 An additional \$10 per month at the first pay period following the anniversary marking the beginning of the 16th year of service.
- 22.4 Maximum longevity payment is \$30 per month.

762 ARTICLE 23
763 PENSION

764 23.1 Employees hired prior to July 1, 2011 will be subject to a retirement contribution in an
765 amount equal to that paid by general municipal employees.

766 ARTICLE 24
767 EMERGENCY MEDICAL SERVICE

768 24.1 Compensation

769 24.1.1 EMS-Certified personnel shall be compensated according to the following
770 schedule:

- 771 • EMT 2.75% of top Fire Fighter Rate
- 772 • EMT-P 4.25% of top Fire Fighter Rate

773 24.1.2 Paramedic pay and eligibility for special events will be based on compliance with
774 SOG 803.01 "Paramedic Skills Retention." Any change to SOG 803.01 "Paramedic
775 Skills Retention" is subject to negotiation per Article 8.

776 24.1.3 Ride Pay: In addition to the above compensation, there shall be a payment
777 equivalent to 6% of the top firefighter rate per day to those employees who
778 actually serve on the ambulance. The ride pay calculation is:

- 779 • Daily Rate: Top bi-weekly firefighter pay divided by 106, multiplied by 24-
780 hours, multiplied by 6%. *Calculation* (pay/106x24x6%).
- 781 • Hourly Rate: Top bi-weekly firefighter pay divided by 106, multiplied by
782 24-hours, multiplied by 6%, divided by 24 hours. *Calculation*
783 (pay/106x24x6%/24).

784 24.2 EMS Staffing

785 24.2.1 With respect to fulfilling the mission of the City's Emergency Medical Service, it is
786 the understanding of the parties that the Chief determines the needs of the
787 department as well as the qualifications necessary to fill those needs.
788 Management must, however, follow contractual seniority provisions with respect
789 to promotion, transfer or assignment to positions.

790 24.2.2 All personnel assigned to squads must have at least EMT certification.

791 24.2.3 Both parties to this working agreement agree that total fire department seniority,
792 as qualified, will be the primary determinant of all assignments, and that therefore
793 paramedic assignments will not inhibit return to line assignments as seniority
794 warrants.

795 ARTICLE 25
796 DUTY INCURRED DISABILITY AND PENSION BENEFITS

797 25.1 Fire Service

798 25.1.1 An employee injured in the line of duty shall receive full pay while disabled not to

799 exceed 180 calendar days. At the end of the 180 calendar day period, if more time
800 is needed, a request to the Personnel Committee shall be made and the Personnel
801 Committee may grant additional time as they deem necessary.

802 25.1.2 An employee who suffers a duty incurred heart or respiratory impairment or
803 disease shall receive full pay while disabled not to exceed 180 calendar days. At
804 the end of the 180 calendar day period, if more time is needed, a request to the
805 Personnel Committee shall be made and the Personnel Committee may grant
806 additional time as they deem necessary.

807 25.1.3 Employee pensions covered by Section 66.191 or applicable state or federal law
808 shall be figured from an employee's base salary and the following fringe benefits
809 – longevity, clothing allowance, holiday pay, City's contribution to employee's and
810 family's plan of health insurance.

811 25.1.4 Employee's survivors shall receive a pension payment from the City whether
812 employee is actively employed or on pension equal to $\frac{1}{3}$ of the employee's base
813 salary and the following fringe benefits – longevity, clothing allowance, holiday
814 pay, City's contribution to employee's life insurance, and City's contribution to
815 employee's and family's plan of health insurance. There shall be an additional
816 payment of \$15 per month for each of the employee's children under the age of
817 18. This is to clarify Section 66.191 or applicable state or federal law.

818 25.1.5 Employee's survivors shall receive payment for days employee has worked prior
819 to their death along with vacation and holiday pay earned.

820 ARTICLE 26
821 HEALTH AND DENTAL INSURANCE CONTRIBUTIONS

822 26.1 The City will work to incorporate the Health Risk Assessment (HRA) requirements with
823 the annual physical which is required of each firefighter. Employees will pay 12.5% with
824 a 1.25% add on if spouse does not participate in the HRA for health care insurance benefit
825 and the City will pay the remaining premium. The spouse add on will not apply if the City
826 discontinues the HRA program.

827 26.2 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for
828 dental insurance benefits.

829 ARTICLE 27
830 LIFE INSURANCE

831 27.1 The City will provide and carry, at no cost to the employee, life insurance for each fulltime
832 firefighter in an amount equal to the employee's base salary. Employees shall have the
833 option to purchase supplemental life insurance for self, spouse and eligible dependent(s).
834 Employees will pay all premium costs for the optional supplemental life insurance through
835 payroll deduction.

836
837

838
839

840
841
842
843

844
845
846
847
848

849
850
851

852
853

854
855
856

857
858

859
860

861
862
863

864
865

866
867
868
869

870
871

872
873
874
875

ARTICLE 28
EDUCATION CREDITS

- 28.1 The City shall reimburse a fire fighter tuition costs and book costs, as defined below, upon successful completion of approved Fire Science courses. The student must attain a grade of “C” or higher to qualify for reimbursement. Approved Fire Service courses are defined as courses required for a degree (associate, bachelor or masters in Fire Science).
- 28.2 The reimbursement for tuition shall be 100% at the UWGB rate for undergraduate courses, and 75% at the UWGB rate for graduate courses. Book reimbursement shall be set at a maximum of \$50 per course provided that upon book reimbursement the book is donated to the Fire Department library. The maximum reimbursement for any employee in a calendar year is \$1,200.
- 28.3 In addition, the Chief shall retain the right to credit an employee who undertakes courses which would not qualify in this section if the Chief deems the course to be of sufficient benefit to the City. Credit approval must be obtained in advance of course attendance.

ARTICLE 29
LIABILITY AND ACCIDENT INSURANCE

- 29.1 The City agrees to provide insurance coverage to cover operation of its motor vehicles in the event that claims are made as a result of alleged injury or damage to persons or property which arises from the operation of a City vehicle.
- 29.2 The City also agrees to provide insurance coverage to cover employees in the event liability or damage claims are made while the employee is performing their duties.

ARTICLE 30
SAVING CLAUSE

- 30.1 If any article, sentence, or phrase of this contract shall be held, for any reason, to be inoperative, void, or invalid, the validity of the remaining portions of this contract shall not be affected.

ARTICLE 31
AMENDMENT PROVISION

- 31.1 This agreement is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the City and the union where mutually agreeable. The waiver of any breach, term, or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 32
FIRE MARSHAL OFFICE

- 32.1 There will be a one year probationary period for personnel assigned to the Fire Marshal Office. Personnel assigned to the Fire Marshal Office will make a 2-year commitment unless retiring or unless removed for disciplinary reasons or mutually agreed to by the Chief and the employee.

876 32.2 If an employee of the Fire Marshal Office desires reassignment and said reassignment is
877 approved, the employee must remain on the job until a qualified replacement is trained
878 and ready to assume the duties of the position.32.3Fire Marshal Office members are to
879 receive vacation on the Day Personnel vacation schedule according to Article 15, Schedule
880 B of this agreement.

881 32.4 Fire Marshal Office members will receive holiday pay as defined under 18.1.1.

882 32.5 All Fire Marshal Office members will participate in the on-call fire investigation coverage
883 system. The on-call schedule will include each Fire Marshal Office member being assigned
884 for 7-days, starting Monday at 8:00am through the following Monday at 8:00am. Each on-
885 call week will be assigned a code (A-Green, B-Red, C-Yellow, and D-Blue). Each Fire
886 Marshal Office member will be assigned to one of the four codes and be assigned that
887 code for on-call purposes during their tenure in the Fire Marshal Office.

888 32.6 To prevent Fire Marshal Office members from having the same week of on-call every year,
889 the normal rotation will be suspended during the on-call week of each year that includes
890 Easter. At that time the rotation will be offered on a seniority basis, by code, and if
891 necessary filled by inverse seniority. The rotation will then resume based on the
892 employee's code.

893 32.7 The holidays of Christmas, Thanksgiving, Labor Day, and Memorial Day will each be
894 assigned to a code group. Each of these holidays will have a 4-day block of on-call
895 surrounding the holiday. On-call personnel will receive double on-call pay during these 4-
896 holiday blocks. They will not receive double on-call pay for other listed holidays.

897 32.8 The Fire Marshal Office member on-call will be called in by fire dispatch or the Chief
898 Officer.

899 32.9 The Fire Marshal Office member on-call must be available to respond to the fire scene
900 when requested within an hour, unless there are extenuating circumstances as
901 determined by the Chief.

902 32.10 The Fire Marshal Office member will work normal day hours while on call except for
903 contractual Holidays.

904 32.11 A Fire Marshall Office member may be able to flex his or her hours of work in accordance
905 with the Memorandum of Understanding attached and incorporated by reference as
906 Exhibit B.

907 32.12 The Fire Marshal Office member will be compensated for time on-call at .001 of the Top
908 Fire Fighter bi-weekly rate per hour on-call. On-call pay will not be paid during regular
909 scheduled work hours. When called in to investigate a fire the Fire Marshal Office member
910 will receive their regular rate of pay and will not simultaneously receive regular and on-
911 call pay. Hours worked in excess of the Fire Marshal Office member's workday approved
912 by the Chief or designee will be compensated at 1-½ times the regular rate. The on-call
913 Fire Marshal Office member may receive phone calls from the on-duty Battalion Chief
914 seeking guidance or clarification on an incident. These phone inquiries will be considered
915 as compensated by the on-call pay stipend.

916 32.13 During periods of work when not on-call, Fire Marshal Office members will be able to
 917 utilize vacation and the flex schedule as approved by the Chief. Two people shall be
 918 allowed off on vacation in a work week. Vacation selection shall be as follows:

919 → First round selection shall occur the second Monday in the month of January. Picks
 920 shall occur by division seniority. During first round picks up to 3-weeks may be
 921 selected, all picks must be full weeks. Full week blocks may not be removed once
 922 selected.

923 → Second round selection shall occur the third Monday in the month of January. Up to
 924 10-individual days may be selected

925 → Third round selection shall occur the fourth Monday in the month of January. Any
 926 remaining days available may be selected.

927 → Any open vacation days left after vacation picks may be selected on a first come first
 928 served basis.

929 → The Fire Marshal Office member selecting vacation must find coverage during a Fire
 930 Marshal Office member's on call schedule

931 32.14 The Fire Marshal Office member on-call is not eligible to work Packer and 4th of July
 932 overtime during the time they are on-call.

933 32.15 As approved by the Chief, the Fire Marshal Office member investigating the fire scene
 934 may be approved to use a reasonable amount of overtime to complete the fire report.

935 32.16 Any long term opening (i.e., medical) on the on-call fire investigation schedule will first be
 936 offered to Fire Marshal division personnel. If unable to fill the open on-call block it will
 937 then be offered to in-line firefighters who have fire investigation training by seniority. Any
 938 in-line fighter who assumes the on-call block of the long term opening will receive the on-
 939 call pay.

940 32.17 Each Fire Marshal Office member will be entitled to change their hours of on-call when
 941 they can secure another Fire Marshal Office member or in-line firefighter with fire
 942 investigation training to be on-call with prior approval of the Fire Marshal Captain and
 943 Fire Chief provided that:

944 → Such substitution does not impose any additional cost to the City.

945 → Substituting employee would receive pay for on-call hours worked per the
 946 Department's staffing software. Fire Chief, Fire Marshal Captain, and on-duty
 947 Battalion Chief will be notified in writing of change in on-call hours.

948 → Neither the City, nor the Fire Department is responsible for enforcing any agreement
 949 made between employees. It is understood an employee's first responsibility is to the
 950 employee's position with the City and the Department.

951 32.18 Officers in the Fire Marshals office having IAAI-Fit (International Association of Arson
 952 Investigators Fire Investigation Technician Certification) and Wisconsin Fire Detection,
 953 Prevention & Suppression Inspectors License shall receive compensation equal to 24.1.3
 954 daily rate of line personnel. Officer in the position of Lt. PIO having NFA Youth Fire Seaters

955 Certification and CPS (Child Passenger Safety Certification) shall receive compensation
956 equal to 24.1.3 daily rate of line personnel.

957 ARTICLE 33
958 MISCELLANEOUS

959 33.1 In the event federal or state legislation is enacted concerning pay for overtime which
960 would result in the City paying members of the Bargaining Unit overtime pay for the
961 normal work week or day as set forth in this agreement, the work week and day as set
962 shall be renegotiable.

963 33.2 To provide the Fire personnel needed at special events (including without limitation by
964 enumeration, the 4th of July, Art Street, etc), a list shall be posted by the department
965 administration. This list shall ask for volunteers to work the event. Those who volunteer
966 will be called out by seniority with qualifications. "Special events" shall include Packers
967 football games; payment for the Packers football games shall be at the double time (2x)
968 rate.

969 33.2.1 If there are insufficient volunteers to meet the needs, the department will direct
970 employees to work at the events inversely by seniority as qualified. A further
971 stipulation shall apply as regards the calling to work of non-volunteers by inverse
972 seniority as qualified and that shall be: As an employee is ordered to work because
973 of their position in seniority shall after such work be eliminated from the eligibility
974 list or directed call-in at subsequent events in that calendar year. However both
975 parties understand that the major determinant of call-in is departmental need at
976 the events and notwithstanding the waiver given above regarding a person who
977 has already worked a game by non-volunteer call-in, that person can be called in
978 again if no qualified person is available.

979 33.3 The employer and Union agree that the recent transfer of the City Health Department to
980 Brown County will not impact our delivery of occupational health services to members of
981 Local 141. The individuals or agencies providing those services may change, but the City
982 agrees that those changes will have no impact on the health and safety of members of
983 Local 141.

984 33.4 It is agreed and understood that the City's third party administrator for health and dental
985 insurance has drafted a new booklet to address recent changes in the insurance industry.
986 This memorandum will serve as the City's guarantee that the level of benefits enjoyed by
987 members of Local 141 has not changed as a result of the TPA's amendment. The only
988 coverage changes in the booklet will be those that have been negotiated and agreed
989 upon.

990 33.5 It is agreed that off-duty Fire Department employees, unless ordered to act by a superior
991 officer of the Fire Department, are under no duty to take action when faced with an
992 emergency. Any employee, while on duty, may however, respond to an emergency as a
993 private individual. While on duty, the authority granted in Section 213.095, Wis. Stats.
994 shall apply as provided therein. Employees who have the opportunity to respond to an
995 emergency while off duty, and who don't, will not be held accountable for such decision

and, therefore, there can be no discipline for such decision and inaction.

ARTICLE 34 DRUG TESTING

34.1 Purpose. The purpose of this policy is to provide all fire service employees with notice of the provisions for the department drug testing program.

34.2 Discussion. It is the policy of this department that the critical mission of the fire service justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The fire fighting profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and thus job performance.

Where fire service officers participate in illegal drug use and drug activity, the integrity of the profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free fire fighting profession, this department shall implement a drug testing program to detect prohibited drug use by sworn employees.

34.3 Definitions

34.3.1 Sworn Employee – Those employees who have been formally vested with full fire service powers and authority.

34.3.2 Drug Test – The compulsory production and submission of urine by an employee, in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.

34.3.3 Reasonable Suspicion – Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinary prudent and cautious person to believe that an individual is using or under the influence of drugs or other controlled substances.

34.3.4 Probationary Employee – For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a sworn employee.

34.4 Procedures

34.4.1 Prohibited Activity. The following rules shall apply to all applicants, probationary and sworn employees, while on and off duty:

a) No employee shall illegally possess any controlled substance.

b) No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.

- 1034 c) Any employee who unintentionally ingests, or is made to ingest, a controlled
1035 substance shall immediately report the incident to their Battalion Chief so that
1036 appropriate medical steps may be taken to ensure the employee's health and
1037 safety.
- 1038 d) Any employee, having a reasonable basis to believe that another employee is
1039 illegally using, or is in possession of any controlled substance, shall
1040 immediately report the facts and circumstances to the Battalion Chief on the
1041 shift. Training shall be provided on identification and handling of such
1042 situations.
- 1043 e) Discipline of sworn employees for violation of this policy shall be in accordance
1044 with the due process rights provided in the department's discipline and
1045 grievance procedures.

1046 34.4.2 Probationary Employee Drug Testing

- 1047 a) All probationary employees shall be required, as a condition of employment,
1048 to participate in unannounced drug tests prior to the completion of the
1049 probationary period. The frequency and timing of such testing shall be
1050 determined by the Chief or designee, and shall not exceed two tests during
1051 the probationary period.

1052 34.4.3 Employee Drug Testing. Sworn employees will be required to take drug tests as a
1053 condition of continued employment in order to ascertain prohibited drug use as
1054 provided below:

- 1055 a) All sworn employees shall be required to submit to a drug test prior to January
1056 1, 1993, provided they are notified of such test at least 30 days in advance.
1057 Employees receiving inpatient treatment for a dependency problem at the
1058 time of the mass testing shall not be tested.
- 1059 b) A non-union supervisor may order an employee to take a drug test upon
1060 documented reasonable suspicion that the employee is or has been using
1061 drugs. A summary of the facts supporting the order shall be made available to
1062 the employee prior to the actual test.
- 1063 c) A drug test will be administered as part of all promotional procedures. Any
1064 member who refuses to submit to this form of testing for judgment, fitness,
1065 and readiness for duty, shall be immediately removed from their special
1066 assignments.
- 1067 d) Any sworn employee of this department who is directly involved in a serious
1068 fire incident shall be required by a non-union supervisor to participate in a
1069 drug screening test immediately following the event, or as soon as the tactical
1070 situation allows. A serious incident is defined as a fire vehicle accident in which
1071 serious injury is sustained by any involved employee or citizen requiring
1072 immediate medical attention by hospital personnel. If it is clearly evident that
1073 the employee is not at fault in the accident, no drug test will be required. A
1074 directly involved employee is one who is the driver of the fire vehicle.

- 1075 e) Any employee who in the carrying on of their duties, ingests, either directly or
1076 indirectly, any drug or narcotic substance, is required to document, as soon as
1077 possible thereafter such contact. Documentation should occur in writing
1078 explaining all circumstances, and the employee's supervisor should be notified
1079 as soon as possible. Drug tests will be administered and no disciplinary action
1080 will be taken if the tests are positive and the employee can prove that
1081 ingestion was involuntary.
- 1082 f) Beginning in 1993, the department shall randomly test members of the
1083 bargaining unit. Such test shall occur once per year per shift with no
1084 announcement of time or date. The method for random selection shall be
1085 such that each member of the bargaining unit has an equal chance of being
1086 selected. No one shall be tested randomly more than twice every 5 years.
1087 Every employee in the department shall be tested at least once every 5 years.
1088 This shall not apply to causes for testing provided elsewhere in this article.

1089 **34.4.4 Drug Testing Procedures**

- 1090 a) The testing procedures and safeguards provided in this policy to ensure the
1091 integrity of department drug testing shall be adhered to by any personnel
1092 administering drug tests.
- 1093 b) Personnel authorized to administer drug tests shall require positive
1094 identification from each employee to be tested before they enter the testing
1095 area. This shall consist of picture ID that is government or employer issued.
- 1096 c) All employees whose urinalysis is not negative shall have a post-test interview
1097 with qualified medical personnel to ascertain and document the recent use of
1098 any prescription or non-prescription drugs, or any indirect exposure to drugs
1099 that may result in a positive test result.
- 1100 d) The bathroom facility of the testing area shall be private and secure.
- 1101 i. Authorized testing personnel shall search the facility before an employee
1102 enters it to produce a urine sample, and document that it is free of any
1103 foreign substances.
- 1104 e) Where the employee appears unable or unwilling to give a specimen at the
1105 time of the test, testing personnel shall document the circumstances on the
1106 drug test report form. The employee shall be permitted no more than 3 hours
1107 to give a sample; during which the employee shall remain in the testing area.
1108 If the employee leaves the area, it is considered a refusal to test. Up to and
1109 not exceeding 40 ounces of water may be given to the employee to encourage
1110 urination. Failure to submit a sample shall not be considered a refusal to
1111 submit to a drug test until the individual has been examined by a doctor to
1112 determine if the individual has a pre-existing medical condition which would
1113 prohibit the donor from supplying the specimen.
- 1114 f) Employees shall have the right to request that their sample be split and stored
1115 in case of legal disputes. The urine samples must be provided at the same
1116 time, and marked and placed in identical specimen containers by authorized

1117 testing personnel. One sample shall be submitted for immediate drug testing.
1118 The other sample shall remain at the facility in frozen storage for one year.
1119 This sample shall be made available to the employee or their attorney should
1120 the original sample result in a legal dispute or the chain of custody be broken.

1121 g) Specimen samples shall be sealed in the presence of the participants, labeled,
1122 and checked against the identity of the employee to ensure the results match
1123 the tested specimen. All collections are handled forensically, which means
1124 they are labeled, double-sealed, double-checked for accuracy and
1125 completeness, stored in a secure, locked refrigerator until testing, and
1126 accompanied by a forensic chain-of-custody.

1127 h) Whenever there is a reason to believe that the employee may have altered or
1128 substituted the specimen to be provided, a second specimen shall be obtained
1129 immediately under direct supervision of the testing personnel.

1130 34.4.5 Drug Testing Methodology

1131 a) The testing or processing phase shall consist of a two-step procedure:
1132 i. Initial screening test as defined in 34.4.5(b). (All employees shall receive
1133 the same initial screening test.)

1134 ii. Confirmation test (GCMS)

1135 b) The urine sample is first tested using the initial drug screening procedure. An
1136 initial positive test result will not be considered conclusive; rather, it will be
1137 classified as "confirmation pending." Notification of test results to the Chief
1138 shall be held until the confirmation test results are obtained.

1139 c) A specimen testing positive will undergo an additional confirmatory test. The
1140 confirmation procedure shall be technologically different and more sensitive
1141 than the initial screening test. No positive results will be reported to
1142 management until all confirming tests have been conducted and the medical
1143 interview with the Medical Review Officer (MRO) has been completed. This
1144 shall include a six mono acetyl morphine test when codeine is detected in the
1145 GCMS test.

1146 d) The drug screening tests selected shall be capable of identifying marijuana,
1147 cocaine and every major drug of abuse including heroin, amphetamines and
1148 barbiturates. Personnel utilized for testing will be certified as qualified to
1149 collect urine samples or adequately trained in collection procedures.

1150 e) US Department of Transportation regulations 49CFR Part 40 shall be used for
1151 purposes of determining which substances will be tested for under this Article
1152 as well as the levels which will constitute a positive test.

1153 f) The laboratory selected to conduct the analysis shall be experienced and
1154 capable of quality control, documentation, chain-of-custody, technical
1155 expertise, and demonstrated proficiency in urinalysis.

1156 g) Employees having a negative drug test result shall receive memorandum
1157 stating that no illegal drugs were found. If the employee requests such, a copy

1158 of the letter will be placed in the employee's personnel file
1159 h) Any employee who breaches the confidentiality of testing information shall be
1160 subject to discipline.

1161 34.4.6 Chain of Evidence - Storage

- 1162 a) Each step in the collecting and processing of the urine specimens shall be
1163 documented to establish procedural integrity and the chain-of-custody.
1164 b) Where a positive result is confirmed, urine specimens shall be maintained in
1165 secured, refrigerated storage for one year.

1166 34.4.7 Drug Test Results

- 1167 a) All records pertaining to department-required drug tests shall remain
1168 confidential and shall not be provided to other employees or agencies without
1169 the written permission of the person whose records are sought.
1170 b) Drug test results and records shall be sealed and retained in the employee's
1171 personnel file for an indefinite period. Only the employee, the Chief and the
1172 Human Resources Director shall be allowed to open such sealed records.

1173 34.5 Actions Taken/Positive Result.

1174 34.5.1 If an employee tests positive and the tests identify cocaine, heroin,
1175 amphetamines, barbiturates, or any other major drug abuse of illegal drug, the
1176 individual's employment shall be terminated. If the test is determined to be
1177 inconclusive, then the City shall not have just cause for termination.

- 1178 a) The exception shall be forced use as defined in 34.4.1(c).
1179 b) If an employee tests positive for a drug which was legally prescribed and led
1180 to their addiction to that drug then the employee shall be given an opportunity
1181 to rehabilitate according to paragraph 34.5.2.

1182 34.5.2 An employee who tests positive for marijuana shall be subjected to discipline and
1183 referred to the Employee Assistance Program.

- 1184 a) The employee shall be subject to mandatory random testing for a period of
1185 two years.
1186 b) The Employee Assistance Program shall not be a substitute for disciplinary
1187 action if other rules and regulations have been violated or crimes committed.
1188 c) A second positive test for marijuana shall be grounds for termination.
1189 However, employees who test negative for two years after rehabilitation will
1190 not be dismissed if their second positive test for marijuana occurs more than
1191 ten years after the last positive test. In that case the employee will be afforded
1192 rehabilitation one more time.

1193 34.5.3 A positive test shall be defined as a confirmation test which establishes
1194 conclusively that the employee has ingested one of the drugs in question.

1195 34.6 Refusal to Submit. Employees who refuse to submit to a required drug test under this
1196 policy shall be terminated from employment as a fire service employee.

1197 ARTICLE 35
1198 RESIDENCY

1199 35.1 All employees will be required to maintain residency within Brown County, counties
1200 which are contiguous to Brown County, or Southern Door County. Appropriate response
1201 time requirements may be established by the Fire Chief in consultation with the Human
1202 Resources Director.

1203 35.2 On the occasions of additional – alarm incidents, or multiple incidents occurring
1204 simultaneously, the department orders off-duty personnel to staff reserve apparatus
1205 through appropriate communication means. In these or any other emergent situation,
1206 members shall be called without regard to the normal overtime calling procedures.

1207 ARTICLE 36
1208 DURATION AND NEGOTIATION TIME TABLE

1209 36.1 This agreement shall become effective as of January 1, 2020 and remain in force and
1210 effect to and including December 31, 2023 and shall renew itself for additional one year
1211 periods until and unless either party, prior to July 1, before the expiration of this
1212 agreement and the expiration of any of its renewal dates, notify the other party in writing
1213 that it desires to alter or amend the same at the end of the contract.

1214 36.2 Negotiations may begin at any time prior to July 1.

1215 Signed and dated this _____ day _____ of _____.

1216 CITY OF GREEN BAY GREEN BAY FIRE FIGHTERS, LOCL 141

1217 _____
1218 Eric Genrich, Mayor Ryan Hintz, President

1219 _____
1220 David Litton, Fire Chief Bernie Carwardine, Vice President

1221 _____
1222 Joseph W. Faulds, Human Resources Director Todd Madson, Secretary/Treasurer

1223 Attest:

1224 _____
1225 Kris Teske, City Clerk

1226

1227

SCHEDULE "A"
WAGES

Bi-weekly pay rates for uniformed personnel. Wage rates will be effective at the beginning of the pay period in which the effective date occurs.

POSITION	January 1, 2020 Shift Pay Increase	December 31, 2020 2%	July 1, 2021 2%
New Hire	\$2,199.25	\$2,243.24	\$2,288.10
After 18-Months	\$2,376.98	\$2,424.52	\$2,473.01
Private (After 3-years' service)	\$2,554.70	\$2,605.79	\$2,657.91
Private (after 6 years' service) Top Firefighter Rate	\$2,623.98	\$2,676.46	\$2,729.99
Engineer (less than 11 years' service)	\$2,718.30	\$2,772.67	\$2,828.12
Engineer (after 11 years' service)	\$2,749.30	\$2,804.29	\$2,860.38
Lieutenant (less than 17 years' service)	\$2,893.70	\$2,951.57	\$3,010.60
Lieutenant (after 17 years' service)	\$2,940.88	\$2,999.70	\$3,059.69
Captain	\$3,145.97	\$3,208.89	\$3,273.07
EMT	\$72.16	\$73.60	\$75.07
Paramedic	\$111.52	\$113.75	\$116.02

POSITION	July 1, 2022 2%	July 1, 2023 2%
New Hire	\$2,333.86	\$2,380.54
After 18-Months	\$2,522.47	\$2,572.92
Private (After 3-years' service)	\$2,711.07	\$2,765.29
Private (after 6 years' service) Top Firefighter Rate	\$2,784.59	\$2,840.28
Engineer (less than 11 years' service)	\$2,884.68	\$2,942.37
Engineer (after 11 years' service)	\$2,917.59	\$2,975.94
Lieutenant (less than 17 years' service)	\$3,070.81	\$3,132.23
Lieutenant (after 17 years' service)	\$3,120.88	\$3,183.30
Captain	\$3,338.53	\$3,405.30
EMT	\$76.58	\$78.11
Paramedic	\$116.82	\$120.71

- 1) The employee(s) designated to maintain the S.C.B.A and the Officers in the Fire Marshalls Office having the required certifications outlined in 32.17 will be paid the daily rate per 24.1.3 for each scheduled duty day in addition to their regular pay. The scheduled duty days per year are 122. The calculation referenced in 24.1.3 is top bi-weekly firefighter pay divided by 106, multiplied by 24 hours, multiplied by 6%, divided by 24 hours.

Example for 1/1/20: Top fire fighter bi-weekly rate $\$2,623.98/106 \times 24 \times 6\%/24 = \1.4853 . SCBA pay = (122 duty days x 24 hours per day) x \$1.4583) divided by 26 pay periods) = \$167.28 bi-weekly rate.

- 2) Management shall exercise its discretion in starting new employees above step 1.
- 3) An employee shall receive the "Private After 6-Years" salary upon completion of 6-years of service, provided they have successfully completed Wisconsin Certified Driver/Operator Pumper and Aerial and has Wisconsin EMT certification.
- 4) An employee shall receive the "Engineer After 11-Years" salary upon completion of 11-years of service, provided they have successfully completed Wisconsin Certified Fire Officer I and has Wisconsin EMT certification.
- 5) If the employee with more than 6-years of service is promoted to Engineer prior to 11-years, then the employee shall receive 75% of the difference between Private with 6-years of service

1251 and Engineer with 11-years of service. The employee must take a promotion whenever
1252 available; otherwise the employee's salary reverts to the Private 6-year rate. An Engineer
1253 must maintain EMS certification; failure to do so will result in the employee being returned
1254 to the Private after 6 years of service rate.

1255 6) An employee shall receive the "Lieutenant After 17-Years" salary upon completion of 17-
1256 years of service, provided they have successfully completed Wisconsin Certified Fire Officer I
1257 and has Wisconsin EMT certification.

1258 7) If an employee with more than 11-years of service is promoted to the position of Lieutenant
1259 prior to having 17-years of service, then the employee shall be paid 75% of the difference
1260 between Engineer 11-years of service rate and Lieutenant with 17-years of service rate. The
1261 employee must take the promotion to Lieutenant whenever available; otherwise the
1262 employee's salary reverts to the Engineer with 11-years of service rate. A lieutenant must
1263 maintain EMS certification; failure to do so will result in the employee being returned to the
1264 Private after 6-years of service rate.

1265 8) All bi-weekly payroll checks shall be direct deposited to an account at a financial institution
1266 of the employee's designation. Holiday paychecks may be direct deposited at the discretion
1267 of the employee.

1268 9) In lieu of shift differential, line and shift personnel shall receive a one-time \$410 increase to
1269 the base salary (\$15.77 added to the bi-weekly pay rate) on January 1, 2020.



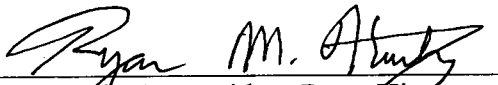
Green Bay Fire Fighters Local 141

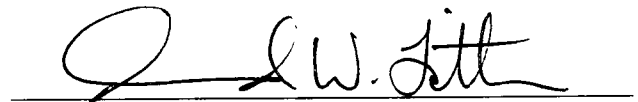
Representing Green Bay Metro, De Pere, Bellevue, and Austin Straubel Inter. Airport

5/9/2019

Memorandum of Agreement

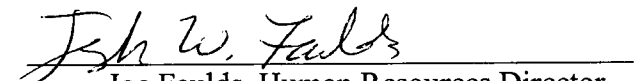
Whereas committees are created to assist the department in researching and testing certain equipment and apparatus before purchasing, the City of Green Bay and I.A.F.F. Local 141 recognize the importance of compensating members for the work performed on committees. The work performed on these committee's is not work normally performed by the employees. In accordance with Fair Labor Standard Act (FLSA) Section (29 U.S.C. 207(g)), Local 141 agrees with the City of Green Bay to create a compensation scale for any members only serving on the following committees: Apparatus Spec, Equipment/Extrication, and SCBA. These rates will only be used to compensate for committee work, and all other pay rates will stay as is. The rate will be the hourly rate of the employees' position, paid out at the Paramedic Pay Rate (Private 6+, Engineer 11+, Lieutenant 17+, Captain) plus the hourly SCBA Pay according to Article 24.1.3 of the L141 Contract. Committee selection will continue to be chosen based on seniority and qualifications.


Local 141 President Ryan Hintz


Fire Chief David Litton

5/13/19
Date

5/10/19
Date


Joe Faulds, Human Resources Director

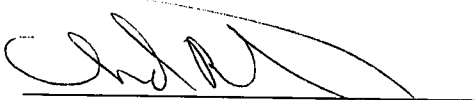
5/10/19
Date

Flex Schedule MOU

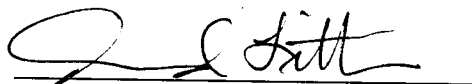
It is understood that the flex schedule for the positions of the Fire Marshals, training, and prevention is in place to provide a mutual benefit to the employee and the employer. At times the flex schedule may not be approved due to the needs of the Green Bay Metro Fire Department however, in many cases the flex schedules will allow the employee to have flexibility throughout the 37.75 hour workweek.

Rules for Flex Schedule

1. The hours of the flex schedule shall be flexed only between the hours of 0700 and 1900 Monday thru Friday.
 - a. Once the schedule has been approved for the week any hours that may occur due to a fire investigation shall be considered overtime.
 - b. Any time outside these hours shall be overtime hours for the purposes of payroll.
2. In some cases (example: fire prevention week) the employee may go over the 37.75 hours and have the choice to flex those hours in the two week pay period or receive preapproved overtime pay.
3. The employee shall submit their flex schedule to the Fire Chief or designee by the Tuesday prior to the upcoming week to be worked.
4. The Fire Chief or designee shall review the schedule and approve or deny the request of the schedule by the end of the workday on the Thursday of the week submitted. If the Chief or designee does not reply by the end of the day on Thursday the submitted schedule shall be approved.
5. If the employee does not submit a flex schedule by the end of the work day on Tuesday the employee's schedule shall be 0800 – 0400 with a 30 minute unpaid lunch.



Chad Bronkhorst President Local 141



Chief David Litton Fire Chief

Date: February 4, 2016

**Tentative Agreement
December 10, 2019**

City of Green Bay, Wisconsin
And
City of Green Bay Fire Fighters, Local 141,
International Association of Fire Fighters,
AFL CIO

2020-2023 Agreement

On November 20, 2019 the City and the Firefighters' Union entered into a tentative agreement for a four year contract that will expire on December 31, 2023. The tentative agreement is recommended for approval by City Council and the fully executed agreement will be subject to Union ratification on December 31, 2019. The following is a summary of the tentative agreement:

ISSUE	COSTS
General Wage Increase (including step increases): 2% - Effective with start of pay period in which December 31, 2020 occurs. 2% - Effective with start of pay period in which July 1, 2021 occurs. 2% - Effective with start of pay period in which July 1, 2022 occurs. 2% - Effective with start of pay period in which July 1, 2023 occurs.	\$ 78,457 \$ 430,541 \$ 361,827 <u>\$ 345,418</u> \$ 1,216,243
Shift Differential: - Line and Shift Personnel used to receive a shift premium. This has been removed and a one-time addition of \$15.77 biweekly is added to the base pay starting in 2020. Clothing Allowance: No longer mandatory to be used for uniforms and is subject to tax and WRS eligible. 2020: Increased from \$410 to \$450. Estimated cost: - Starting 2022 will be \$500. Estimated cost:	\$ 75,440 \$ 8,000 \$ 10,000
Fire Marshalls Division: Receive 24.1.3 daily rate of line personnel for international Association of Arson Investigators Fire Investigation Technician Certification, Wisconsin Fire Detection, Prevention & Suppression Inspectors License, and Child Passenger Safety Certification	
Amended language: Article 7: One certified paramedic at any station where an Advanced Life Support (ALS) ambulance is not regularly assigned. This is to ensure that a paramedic is available to provide life support in advance of the ALS	

ambulance arrival. • Article 2: Fair-Share language is amended to comply with current law. • Revised “Telestaff” to “staffing software.”	
Exhibit A: MOA on compensation for work on committees. Exhibit B: MOU Fire Marshall Office flexing schedule.	
Duration of Agreement	Four year



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # Q.7.

To approve the request for the wage agreement between the City of Green Bay and International Brotherhood of Electrical Workers (IBEW) Local 158 with a 2% general salary increase effective with the start of the pay period in which October 1, 2019 occurs.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2019 IBEW Agreement 11.19.19

Agreement Between

City of Green Bay

And

City of Green Bay

International Brotherhood of Electrical Workers

Local No. 158

(Department of Public Works
Electrical Division)

2019

Agreement Between

City of Green Bay

And

International Brotherhood of Electrical Workers

Local No. 158

2019

AGREEMENT

This Agreement has been made and entered into between the City of Green Bay, hereinafter referred to as the "City" and Local 158, International Brotherhood of Electrical Workers, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

The City agrees to recognize representatives of Local 158, IBEW, as the exclusive bargaining agent for all issues specifically addressed in this Agreement, for all its employees in the Department of Public Works as defined in the certification issued by the Wisconsin Employment Relations Board on August 13, 1964.

ARTICLE 2 TERM OF AGREEMENT

This Agreement will become effective as of January 1, 2019 and remain in full force and effect up to and including December 31, 2019.

ARTICLE 3 WAGES AND RATES

Attached hereto and marked Appendix A is the City Pay Plan schedule showing the classifications and the wage rates of the employees covered by this Agreement. The wage rates include a 2% increase effective October 1, 2019. It is mutually agreed that said City Pay Plan Schedule and the contents hereof will constitute part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, approved by IBEW Local 158 on _____ and by the City Council on _____.

City of Green Bay

**Local 158, International Brotherhood of
Electrical Workers**

Mayor

Business Manager, Local 158

Human Resources Director

City Clerk

APPENDIX A
WAGE RATE
International Brotherhood of Electrical Workers
Local No. 158

CITY PAY PLAN

Placement on a step of the new schedule is in accordance with the procedures approved by the City Council for placing employees on a step of the City Pay Plan.

CLASSIFICATIONS IN ACCORDANCE WITH CITY PAY PLAN
October 1, 2019

Pay Grade: J
✦ Electrician Foreperson

Pay Grade: I
✦ Electrician

WAGES IN ACCORDANCE WITH CITY PAY PLAN
October 1, 2019

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range
J	\$28.51	\$29.34	\$30.18	\$31.02	\$31.85	\$32.69	\$33.53	\$33.54 - \$38.56
I	\$26.38	\$27.14	\$27.93	\$28.69	\$29.48	\$30.24	\$31.03	\$31.04 - \$35.68

The Following Guidelines Are For Informational Purposes And Not Subject To Bargaining

- **STEP PROGRESSION:** Employees are eligible for an annual step increase, unless otherwise agreed to by the Department Head and Human Resources Director, until they reach Step 7 of the appropriate pay grade, provided the employee's overall performance is rated at meets expectations or higher. Requests for a step increase must be accompanied by a written performance review and recommendation by Department Head or designee.
- Employees hired at Step 1 will be eligible for a step increase after 6-months of employment and thereafter will be eligible for annual increases. Employees hired at Step 2 or higher will be eligible for a step increase after 12-months of employment. All requests for a step increase must be accompanied by a written performance review and recommendation by Department Head or designee.
- **PERFORMANCE INCREASES:** Once an employee reaches Step 7 of the appropriate pay grade, the employee is eligible for a 1% annual increase to the maximum of the range based on the following criteria.
 - a. Performance rated overall as 'Meets Expectations'.
 - b. Other arrangements between Employee, Department Head and Human Resources Director.

Requests for a performance range increase must be accompanied by a written performance review and recommendation by Department Head or designee.



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

MEETING DATE

December 17, 2019

PREPARED BY

David Buck, Staff, Wendy Townsend,
Economic Coordinator

AGENDA ITEM # R.1.

To have staff proceed as directed as discussed in closed session regarding the I-43 wetland study and business park expansion.

The Common 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

Approximately one year ago, the City of Green Bay began the preliminary stages of investigating an expansion of the I-43 Business Center.

The first order of business was to determine the feasibility of such an expansion from a land development capability standpoint. In October, staff met with property owners of the area (roughly bound by East Mason Street on the north, Erie Road on the west, and the city limits on the south and east) and received permission to access their private property to conduct a wetland study. In March 2019, the City contracted NES Ecological Services (Div. of Robert E Lee & Assoc.) to conduct the wetland study which was completed this past summer.

The wetland study (attached) analyzed available data from USGS topographic maps, historic aerial photos including Farm Service Agency slides, WDNR Wetland Inventory maps and the Soil Survey of Brown County, WI as well as included on-site field investigations. The final product of said study has been reviewed by staff and we are now at the point to discuss the findings of the report, potential expansion area and anticipated land-uses with the EDA to determine further direction on the potential for the business center expansion.

Following this discussion with EDA, staff anticipates meeting with property owners again this December to disseminate the study's findings and present the direction of the next stages of this project.

RECOMMENDATION

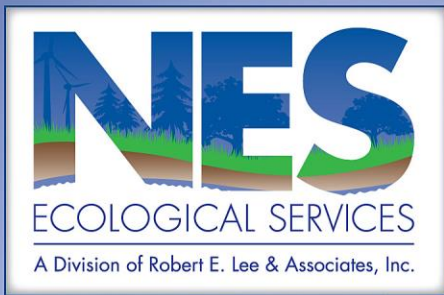
Staff recommends the EDA accept the Wetland Investigation Report and place it on file as well as providing staff direction on the potential for the business center expansion.

FISCAL IMPACT

ATTACHMENTS

- I. GB I-43 Industrial Park_Final Wetland Investigation Report

2. Final Wetland Investigation Report_Full Map
3. I-43 East Area_Concept L-U 11.1.19



1250 Centennial Centre Blvd. • Hobart, WI 54155

Serving **Wisconsin, Michigan, Minnesota** and **Illinois**



Wetland Investigation Report

I-43 Business Park Expansion

Prepared for

City of Green Bay

100 North Jefferson Street, Room 608

Green Bay, WI 54301-5026

Project No. 10575061

Authored By:

Samantha Rock & James Havel

June 26, 2019

www.NESWI.com

Table of Contents

INTRODUCTION.....	2
METHODOLOGY.....	2
Desktop Review	2
Field Review	2
Drone Flight	3
On-site Wetland Verification	3
Waterway Navigability Determination	3
RESULTS	4
Desktop Review	4
Field Review	4
Wetlands.....	4
Navigable Waterways	13
CONCLUSION	13
LITERATURE CITED	14

Appendices

Appendix A	Site Location
Appendix B	Wetland Investigation Mapping
Appendix C	Summary Table of Potential Wetlands

INTRODUCTION

NES Ecological Services (NES) – A Division of Robert E. Lee & Associates, Inc. (REL) conducted a preliminary wetland investigation on 53 parcels located in Sections 11&12, T23N, R21E, City of Green Bay, Brown County, Wisconsin (Appendix A). The area investigated is approximately 683 acres in size and contains several wetlands. The preliminary wetland review was conducted to detect potential wetland resources that may be impacted during the future expansion of the I-43 Business Park.

NES is a natural resources firm focusing entirely on issues associated with wetlands, native habitat restoration and wildlife management. NES staffs ecologists specializing in wetlands, botany, and wildlife who are well qualified to assist individuals, companies, and municipalities with a variety of wetland services, ecological surveys, natural resource planning, and native habitat restoration projects. The wetland ecologists involved with this project are Samantha Rock and James Havel. The GIS specialist/drone specialist involved with this project is Philip Ohlinger. Ms. Rock has a B.S. in Environmental Science and a M.S. in Sustainability Science relating to Natural Resource Management and Wetland Ecology. She has several years of experience performing delineations along with plant and habitat surveys. Mr. Havel has a B.S. in Wildlife Management and Biology and a M.S. in Environmental Science, which provides him with a very strong background in natural resource sciences including wetland ecology. He has been working at NES for the past twenty years performing wetland related activities. Mr. Ohlinger has a B.S. in Environmental Science, and a certificate in geographic information systems (GIS). He has over five years of experience as a GIS specialist, and is commercially licensed by the FAA to fly drones.

METHODOLOGY

Desktop Review

Prior to conducting the field review a desktop review of the United States Geological Survey (USGS) Topographic Map (National Geographic Society, 2019); the Wisconsin Department of Natural Resources (WDNR) Surface Water Data Viewer (SWDV) (2019); 2-foot Brown County Contour Data; 1982-2002 Farm Service Agency (FSA) Slides; 1938, 1960, 1978, 1992, 2000, 2005, 2010, 2014 & 2017 Brown County orthophotos; 2004, 2005, 2006, 2008, 2010, 2013, 2014, 2015 & 2017 National Agricultural Imagery Program (NAIP) orthophotos; 1992 National Aerial Photography Program (NAPP); 2011 & 2018 Google Earth imagery; and the Natural Resource Conservation Service (NRCS) Web Soil Survey (2019) was performed in order to gain familiarity with the site's topography, existing wetland vegetation and soils data.

As the background mapping was reviewed, preliminary wetland boundaries were established for each parcel, if present, throughout the project area. Boundaries were based on the presence of re-occurring wetness/wetland signatures in the historic aerial imagery. The background data was then utilized to field verify features and approximate boundaries.

Field Review

NES/REL conducted the field review in two parts: 1) drone flight to gather high resolution imagery and 2) site visits to ground truth identified wetland features and their approximate boundaries. Steps taken for each are discussed below. These reviews were originally scheduled to be completed in the early portion (mid-May) of the 2019 growing season to provide an accurate representation of wetland features and their boundaries found throughout the project area. However, due to the abnormally wet spring, the field

review components were delayed until June when site conditions within the general area appeared closer to normal. The decision regarding site conditions was based on professional field experience along with visual observations of the agricultural fields via a windshield survey and other site work conducted by our wetland ecologists within Brown County.

Drone Flight

On June 6th, 2019, NES/REL staff conducted the drone flight. The drone was programed to fly at a height of 400' in a grid pattern with 80% frontal overlap and 70% slide overlap on all photos. The high resolution imagery taken by the drone was then georeferenced within ArcMap to ensure accuracy. The drone imagery was reviewed to verify wetland features and modify rough wetland boundaries established during the desktop review. The imagery generated via the drone flight was then utilized to create the wetland maps for the project.

On-site Wetland Verification

Field visits were conducted June 10th-14th, 2019 to verify wetland signatures identified during the desktop review and drone flight and further refine approximate wetland boundaries. A Trimble GeoExplorer handheld GPS unit (sub-meter accuracy) was utilized to collect rough wetland boundaries within wooded sections since neither aerial photography nor the drone flight allowed for an accurate depiction of wetlands or their boundaries within these communities. GPS data were collected in the Wisconsin County Coordinate System. Evidence of hydrology, vegetation and topography were utilized to establish the approximate wetland boundaries. In some cases, this method was also used for communities found within the fallow and active agricultural fields to further refine boundaries identified through the desktop review and drone flight. Wetland communities were categorized into four groups based on the Wisconsin Wetland Inventory Classification Guide (WDNR 1992): emergent/wet meadow, farmed emergent/wet meadow, scrub-shrub and forested. Communities categorized as farmed had evidence of very recent or active disturbance within the wetland. Open water areas (i.e., ponds) were mapped as separate features. Drainage swales connecting wetland communities were also identified during the review process.

Waterway Navigability Determination

The City also requested that NES/REL provide professional judgement regarding the navigability of waterways found within the project area. The below definitions were utilized to determine their potential status.

Section 404 of the Clean Water Act CWA defines navigable waters as “all waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide” (EPA, 2019). The WDNR defines navigable waterways as “public lakes, rivers, and streams that have a bottom (bed) and side (bank), and enough water to float any boat, skiff, or canoe of the shallowest draft on a reoccurring basis” (WDNR, 2019, *Navigability and Ordinary High Water Mark Determinations*). Both the EPA and the WDNR do not regulate many agricultural or roadside ditches, since many of these features are not historic or naturally occurring, excluding them from Section 404 and Wisconsin State Statute chapter 30 and 281. The WDNR in section 30.10 (4) (c) defines a farm drainage as “any artificial channel which drains water from lands which are used for agricultural purposes” and will not take jurisdiction of unless the channel prior to the conversion to an agricultural ditch was navigable or is connected to a navigable waterway (WDNR, 2019, *Applicability of the exemptions for agricultural use or farm drainage ditches under Ch. 30 and s. 281.31, Wis. Stats.*).

RESULTS

Desktop Review

Many wetland complexes were identified throughout the parcels within the project area utilizing the historic background mapping and imagery. Preliminary features and boundaries were established and further refined or, in some cases, removed utilizing the high resolution imagery collected with the drone. These maps were then utilized in the field verification process.

Field Review

Wetlands

NES/REL staff identified 118.13 acres (5,145,588 ft²) of potential wetland through the on-site verification process (Appendix B). Several of these wetlands are complexes comprised of two or more wetland community types or open water features as described above. The community type and their approximate acreage are listed below for each parcel and associated landowner. All but four of the 53 parcels contained wetland. Appendix C provides a summary table of these potential wetlands by owner and parcel number.

Drainage swales were identified during the review process if they appeared to convey water between wetland features. Although they may have water present during periods of time (e.g., after heavy rainfalls or early spring), the features may not have hydric soils or hydrology for long enough periods of time to be classified as wetland. In fact, many of the identified swales contained predominantly upland vegetation during the site investigation; therefore, most of these features are likely upland.

21-186 (Huron Limits LLC)

Total acreage of the parcel is 30.5 acres. NES/REL staff located three farmed wetlands and one wetland complex comprised of multiple community types totaling 225,713 ft² of potential wetland.

21-186 (Huron Limits LLC)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-186	30.5	123093	44,105	2,288	56,227	0	225,713

21-187 & 21-205-1 (Dorothy M Zuidmulder)

Total acreage of the parcels is 47.9 acres. NES/REL staff located ten emergent/wet meadow wetlands, one scrub-shrub wetland and one wetland complex comprised of multiple community types totaling 332,767 ft² of potential wetland.

21-187 & 21-205-1 (Dorothy M Zuidmulder)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-187	38.1	175,594	0	0	126,353	0	301,947
21-205-1	9.8	25,348	3,417	2,055	0	0	30,820

21-199-2 (John J Bunker Etal)

Total acreage of the parcel is 2.56 acres. NES/REL staff located two emergent/wet meadow wetlands totaling 5,478 ft² of potential wetland.

21-199-2 (John J Bunker Etal)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-199-2	2.56	5,478	0	0	0	0	5,478

21-195, 21-199 & 21-201 (Pierquet Family LTD Partnership Etal)

Total acreage of the parcels is 79.2 acres. NES/REL staff located four farmed wetlands, four wetland complexes comprised of multiple community types and one emergent/wet meadow wetland totaling 442,951 ft² of potential wetland.

21-195, 21-199 & 21-201 (Pierquet Family LTD Partnership Etal)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-195	16.02	37,048	2,057	0	13,508	0	52,612
21-199	34.89	177,258	58,306	0	0	0	235,564
21-201	28.29	90,897	48,139	9,110	6,630	0	154,776

21-195-2 (Pierquet Rosella Revocable Trust)

Total acreage of the parcel is 1.48 acres. NES/REL staff located one emergent/wet meadow wetland totaling 11,598 ft² of potential wetland.

21-195-2 (Pierquet Rosella Revocable Trust)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-195-2	1.48	11,598	0	0	0	0	11,598

21-204-1 (Kelly L Boucher Etal)

Total acreage of the parcel is 8.87 acres. NES/REL staff located one wetland complex comprised of multiple community types totaling 55,191 ft² of potential wetland.

21-204-1 (Kelly L Boucher Etal)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-204-1	8.87	17,926	37,265	0	0	0	55,191

21-204-3 (Thomas O Boucher Etal)

Total acreage of the parcel is 9.92 acres. NES/REL staff located one farmed wetland and three wetland complexes comprised of multiple community types totaling 55,191 ft² of potential wetland.

21-204-3 (Thomas O Boucher Etal)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-204-3	9.92	1,341	58,675	0	0	0	60,016

21-204 (Daniel J & Denise E Boucher)

Total acreage of the parcel is 0.89 acres. NES/REL staff located one emergent/wet meadow wetland totaling 4,717 ft² of potential wetland.

21-204 (Daniel J & Denise E Boucher)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-204-3	0.89	4,717	0	0	0	0	4,717

21-204-2, 21-205-2 & 21-205 (Gerald J & Rite Boucher)

Total acreage of the parcels is 38.35 acres. NES/REL staff located four farmed wetlands, six emergent/wet meadow wetlands, one scrub-shrub wetland and one wetland complex comprised of multiple community types totaling 250,534 ft² of potential wetland.

21-204-2, 21-205-2 & 21-205 (Gerald J & Rite Boucher)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-204-2	18.69	79,662	16,883	0	0	0	96,545
21-205-2	9.85	81,402	4,119	0	877	0	86,398
21-205	9.81	34,747	8,346	3,488	21,011	0	67,592

21-205-3 (William G & Karen A Boucher Etal)

Total acreage of the parcel is 9.82 acres. NES/REL staff located two farmed wetlands, one emergent/wet meadow wetland and one wetland complex comprised of multiple community types totaling 34,631 ft² of potential wetland.

21-205-3 (William G & Karen A Boucher Etal)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-205-3	9.82	13,461	4,205	16,965	0	0	34,631

21-200 (Stuart E & Cynthia G Frankow)

Total acreage of the parcel is 8.22 acres. NES/REL staff located one emergent/wet meadow wetland and one wetland complex comprised of multiple community types totaling 28,099 ft² of potential wetland.

21-200 (Stuart E & Cynthia G Frankow)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-200	8.22	4,007	1,500	11,855	10,737	0	28,099

21-190, 21-192 & 21-203 (Rentmeester Antoinette L Revocable Trust)

Total acreage of the parcels is 75.04 acres. NES/REL staff located six farmed wetlands, one emergent/wet meadow wetland and eight wetland complexes comprised of multiple community types totaling 374,597 ft² of potential wetland.

21-190, 21-192 & 21-203 (Rentmeester Antoinette L Revocable Trust)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-190	26.25	44,000	57,361	0	0	0	101,361
21-192	29.49	68,654	52,125	9,698	0	0	130,477
21-203	19.3	73,888	68,870	0	0	0	142,758

21-202-2 & 21-202-1 (James K & Tonia M Derouin)

Total acreage of the parcels is 3.91 acres. NES/REL staff located two wetland complexes comprised of multiple community types totaling 53,140 ft² of potential wetland.

21-202-2 & 21-202-1 (James K & Tonia M Derouin)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-202-1	1.74	5,689	0	11,967	3,512	0	21,168
21-202-2	2.16	3,840	0	28,132	0	0	31,972

21-202 (Juza Family Irrevocable Trust)

Total acreage of the parcel is 17.38 acres. NES/REL staff located two farmed wetlands and three wetland complexes comprised of multiple community types totaling 130,109 ft² of potential wetland.

21-202 (Juza Family Irrevocable Trust)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-202	17.38	34,644	31,021	1,456	62,988	0	130,109

21-206-A (Jerry R & Luanne E Oleary)

Total acreage of the parcel is 0.55 acres. NES/REL staff located no wetlands on the parcel.

21-208 (Jenna M & Joseph S Rust)

Total acreage of the parcel is 17.5 acres. NES/REL staff located three farmed wetlands, one emergent/wet meadow wetland and one wetland complex comprised of multiple community types totaling 177,870 ft² of potential wetland.

21-208 (Jenna M & Joseph S Rust)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-208	17.5	118,273	34,780	9,504	3,678	11,635	177,870

21-208-1 & 21-207-1 (Daniel A & Judith Rentmeester)

Total acreage of the parcels is 9.72 acres. NES/REL staff located one farmed wetland and one wetland complex comprised of multiple community types totaling 84,385 ft² of wetland.

21-208-1 & 21-207-1 (Daniel A & Judith Rentmeester)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-207-1	4.87	8,851	13,214	3,369	0	0	25,434
21-208-1	4.85	35,206	14,190	9,553	0	0	58,949

21-207 (Roger & Jeanne M Craanen)

Total acreage of the parcel is 5.86 acres. NES/REL staff located one scrub-shrub wetland and one wetland complex comprised of multiple community types totaling 32,184 ft² of potential wetland.

21-207 (Roger & Jeanne M Craanen)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-207	5.86	25,474	1,153	5,557	0	0	32,184

21-21 (Richard R & Carol J Nachtwey)

Total acreage of the parcel is 3.08 acres. NES/REL staff located no wetlands on the parcel.

21-21-A (Roger & Humboldt Investments LLC)

Total acreage of the parcel is 10.38 acres. NES/REL staff located one emergent/wet meadow and one farmed wetland totaling 48,218 ft² of potential wetland.

21-21-A (Roger & Humboldt Investments LLC)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-21-A	10.38	39,824	8,394	0	0	0	48,218

21-19-1 (RRL Land LLC)

Total acreage of the parcel is 10 acres. NES/REL staff located one emergent/wet meadow and two farmed wetlands totaling 36,640 ft² of potential wetland.

21-19-1 (RRL Land LLC)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-19-1	10	9,701	26,939	0	0	0	36,640

21-189, 21-189-1, 21-22, 21-22-1 & 21-24 (City of Green Bay)

Total acreage of the parcels is 54.59 acres. NES/REL staff located five farmed wetlands, three emergent/wet meadow wetlands and two wetland complexes comprised of multiple community types totaling 124,346 ft² of potential wetland.

21-189, 21-189-1, 21-22, 21-22-1 & 21-24 (City of Green Bay)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-189	4.12	0	0	0	0	0	0
21-189-1	3.09	0	0	0	0	0	0
21-22	23.01	14,292	18,364	0	0	0	32,656
21-22-1	2.35	0	0	0	0	0	0
21-224	17.65	26,201	25,587	0	0	0	51,788
ROW Padi-Wood Lane	3.84	5,635	15,349	12,428	0	0	33,412
ROW Arline Lane	0.53	6,490	0	0	0	0	6,490

21-191, 21-193 & 21-211 (Joseph C Rentmeester)

Total acreage of the parcels is 21.69 acres. NES/REL staff located three farmed wetlands and one wetland complex comprised of multiple community types totaling 56,771 ft² of potential wetland.

21-191, 21-193 & 21-211 (Joseph C Rentmeester)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-191	9.74	22,507	19,109	0	0	0	41,616
21-193	0.86	388	1835	0	0	0	2,223
21-211	11.09	3,773	9,158	0	0	0	12,931

21-211-1 (Peter T & Carol A Blan)

Total acreage of the parcel is 17.34 acres. NES/REL staff located two farmed wetlands and one wetland complex comprised of multiple community types totaling 79,046 ft² of potential wetland.

21-211-1 (Peter T & Carol A Blan)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-211-1	17.34	8,036	71,010	0	0	0	79,046

21-210 (Gerald K Rentmeester)

Total acreage of the parcel is 18.35 acres. NES/REL staff located two wetland complexes comprised of multiple community types totaling 141,867 ft² of potential wetland.

21-210 (Gerald K Rentmeester)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-210	18.35	136,947	1,004	1,753	2,163	0	141,867

21-212 (Anthony J & Patricia A Boulanger)

Total acreage of the parcel is 10.12 acres. NES/REL staff located two wetland complexes comprised of multiple community types and one farmed wetland totaling 137,511 ft² of potential wetland.

21-212 (Anthony J & Patricia A Boulanger)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-212	10.12	118,824	3,866	0	14,821	0	137,511

21-213 (Roger D & Jeanne M Craanen)

Total acreage of the parcel is 36.46 acres. NES/REL staff located three wetland complexes comprised of multiple community types and three farmed wetland totaling 735,014 ft² of potential wetland.

21-213 (Roger D & Jeanne M Craanen)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-213	36.46	482,499	60,063	0	186,363	6,089	735,014

21-188-1 (Daniel G & Traci Rae Karnopp)

Total acreage of the parcel is 0.85 acres. NES/REL staff located no wetlands on the parcel.

21-188-3 (Degrave Carla J Revocable Trust)

Total acreage of the parcel is 0.85 acres. NES/REL staff located no wetlands on the parcel.

21-188-5 (Ong Vue Etal)

Total acreage of the parcel is 2.44 acres. NES/REL staff located two emergent/wet meadow wetlands totaling 7,767 ft² of potential wetland.

21-188-5 (Ong Vue Etal)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-188-5	2.44	7,767	0	0	0	0	7,767

21-188-2 (Phillips Revocable Trust)

Total acreage of the parcel is 1.53 acres. NES/REL staff located one emergent/wet meadow wetland totaling 1,448 ft² of potential wetland.

21-188-2 (Phillips Revocable Trust)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-188-2	2.44	7,767	0	0	0	0	7,767

21-188-6-1 (James M & Debra A Kroll)

Total acreage of the parcel is 23.93 acres. NES/REL staff located one emergent/wet meadow wetland and one wetland complex comprised of multiple community type totaling 195,964 ft² of potential wetland.

21-188-6-1 (James M & Debra A Kroll)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-188-6-1	23.93	195,964	0	0	0	0	195,964

21-188-6 (Anthony K Dillenburg Etal)

Total acreage of the parcel is 2.50 acres. NES/REL staff located two emergent/wet meadow wetlands totaling 64,684 ft² of potential wetland.

21-188-6 (Anthony K Dillenburg Etal)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-188-6	2.50	64,684	0	0	0	0	64,684

21-188-4 (Dolores R Holl Etal)

Total acreage of the parcel is 4.74 acres. NES/REL staff located two emergent/wet meadow wetlands totaling 44,068 ft² of potential wetland.

21-188-4 (Dolores R Holl Etal)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-188-4	4.74	44,068	0	0	0	0	44,068

21-188 (Daniel P & Cindy P Shannon)

Total acreage of the parcel is 1 acre. NES/REL staff located no wetlands on the parcel.

21-194 (Degrave Daniel W SR & Linda A Revocable Trust)

Total acreage of the parcel is 37.91 acres. NES/REL staff located three farmed wetlands, two emergent/wet meadow wetlands and three wetland complexes comprised of multiple community types totaling 303,206 ft² of potential wetland.

21-188-4 (Dolores R Holl Etal)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-194	37.91	133,034	170,172	0	0	0	303,206

21-209 & 21-214 (Degrave Real Estate LLC)

Total acreage of the parcels is 58.03 acres. NES/REL staff located seven farmed wetlands and four wetland complexes comprised of multiple community types totaling 865,058 ft² of potential wetland.

21-191, 21-193 & 21-211 (Joseph C Rentmeester)							
Parcel	Parcel Size (Acres)	Emergent/Wet Meadow (ft ²)	Farmed Emergent/Wet Meadow (ft ²)	Scrub-Shrub (ft ²)	Forested (ft ²)	Open Water (ft ²)	Total (ft ²)
21-209	38.68	366,571	167,890	0	0	16,533	550,994
21-214	19.35	305,265	8,801	0	0	0	314,066

Navigable Waterways

NES/REL staff using the definitions discussed above and professional judgement determined there were no navigable waterways within the project area; however, only WDNR officials can provide official determinations of navigable waterways.

CONCLUSION

The mapped potential wetlands included within this report provide an additional resource to the parcel owners and the City of Green Bay for future planning purposes. NES/REL staff located 118.13 acres (5,145,588 ft²) of potential wetland on 49 parcels during the investigation. Although the boundaries for each feature were defined and further refined using the historical and drone flight imagery along with on-site observations, a full review of all three wetland parameters were not conducted. Vegetation, topography and easily observed hydrology indicators were reviewed in-field, where able; however, soil profiles and those hydrology indicators located below the soil surface were not observed. Therefore, each identified wetland feature within the project area should be delineated to establish definitive wetland boundaries and evaluated to determine their potential jurisdictional status (i.e., isolated vs. non-isolated – final determination are made by the U.S. Army Corps of Engineers (USACE)) and assessed to verify the current health of the communities (i.e., dominated by invasive species) for permitting purposes as described below. Identified drainage swale should also be reviewed more thoroughly to ensure they do not meet the definition of wetland. These surface water conveyance features should also be considered when planning develop to ensure proper drainage is maintained within an area. We also want to note that even if development is planned to avoid the potential wetlands identified by NES/REL, a wetland determination will be required for those areas containing WDNR mapped wetlands that extend beyond our boundaries or that have potential hydric soils if more than one acre of disturbance is planned. Data will need to be collected and a report prepared by either a WDNR Assured or non-Assured Wetland Delineator. A non-Assured individual will be required to obtain concurrence from the WDNR on both determinations and delineations.

The USACE Regulatory Program includes Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act (CWA). Section 10 requires a permit for any work in, over, or under a navigable water of the U.S., while Section 404 requires a permit for the discharge of dredged or fill material into waters of the U.S. Many waterbodies and wetlands in the U.S. are considered waters of the U.S. and are therefore subject to the USACE Section 404 regulatory authority; however, isolated wetlands and headwater streams may not be considered jurisdictional. The WDNR regulates all wetlands, navigable waters, and adjacent lands under a variety of Wisconsin State Statutes (Chapter 30 and 281) and Wisconsin Administrative Codes (NR 103, 299, 350, and 353). Municipalities, townships, and

counties may also apply regulations such as but not limited to zoning setbacks and protections over floodplains, shorelands, waterways, and wetlands. Each agency independently makes decisions over the regulatory jurisdiction of wetlands and waterways. Any permit requirements associated with a particular project will be determined by regulatory staff.

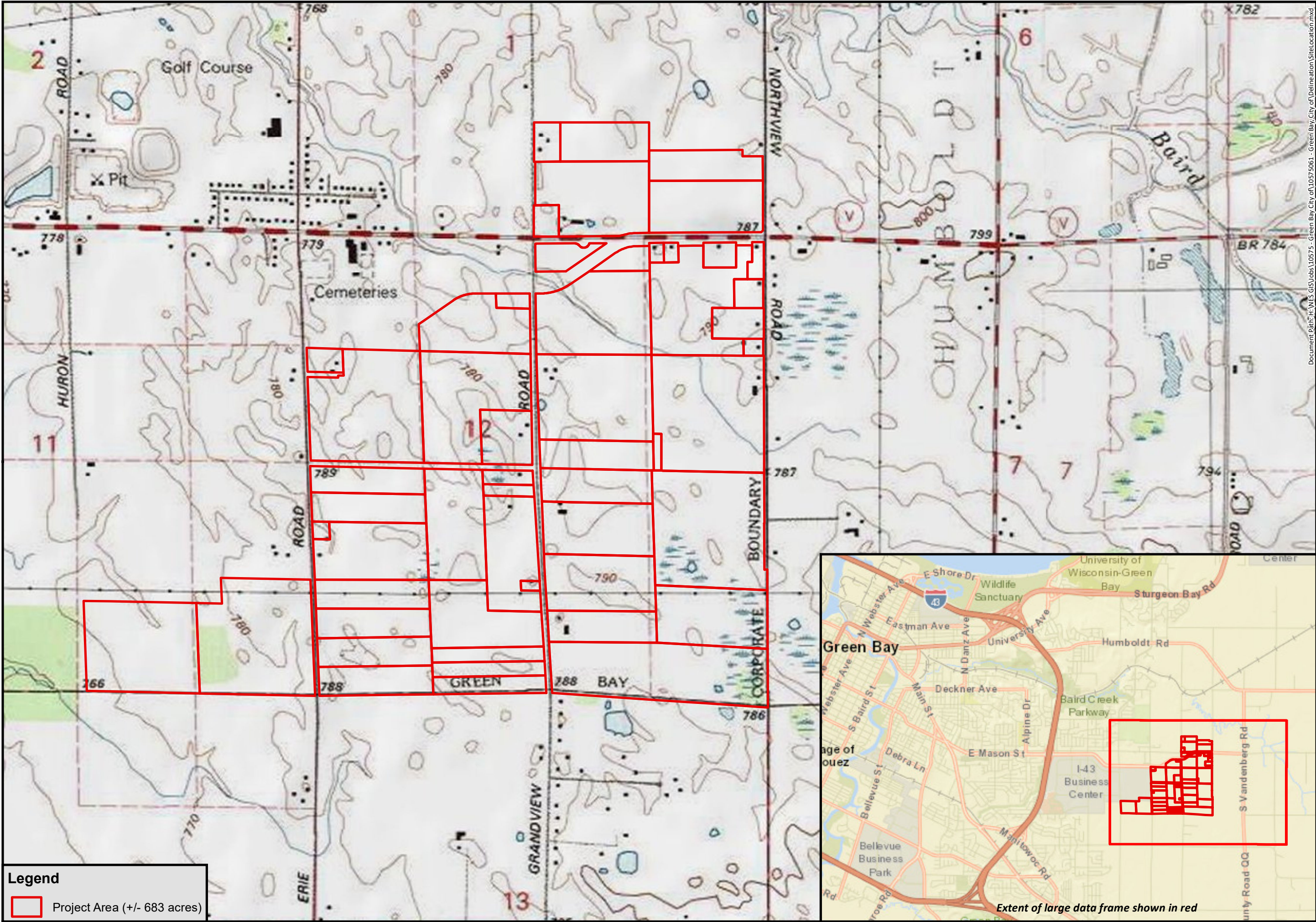
LITERATURE CITED

- Brown County Planning and Land Services Department – Land Information Office. 2019. BrownDog Online GIS Map for Brown County, Wisconsin.
<http://www.co.brown.wi.us/departments/?department=85713eda4cdc&subdepartment=89ce08984445>. Last accessed June 19, 2019.
- Lichvar, R.W., D.L. Banks, W.N. Kirchner, and N.C. Melvin. 2016. *The National Wetland Plant List: 2016 Wetland Ratings*. Phytoneuron 2016-30: 1-17. Published 28 April 2016. ISSN 2153 733X.
- National Geographic Society. 2019. *USGS Topographic Map*.
http://goto.arcgisonline.com/maps/USA_Topo_Maps. Last accessed: June 14, 2019.
- Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. *Web Soil Survey*. <http://websoilsurvey.nrcs.usda.gov>. Last accessed: June 20, 2019.
- United States Department of Agriculture (USDA), National Resource Conservation Service. 1997. *Engineering Field Handbook: Hydrology Tools for Wetland Determination (Chapter 19) - Rainfall Documentation Worksheet*.
- USDA, FSA. National Agricultural Imagery Program (NAIP). Salt Lake City, UT: Aerial photography Field Office.
- United State Environmental Protection Agency (EPA). 2019. *Section 404 of the Clean Water Act: Guidance to Identify Waters Protected by the Clean Water Act*. <https://www.epa.gov/cwa-404/guidance-identify-waters-protected-clean-water-act>. Last accessed June 19, 2019.
- Wisconsin Department of Natural Resources (WDNR). 2019. *Applicability of the exemptions for agricultural use or farm drainage ditches under Ch. 30 and s. 281.31, Wis. Stats*.
<https://dnr.wi.gov/news/input/documents/guidance/DrainageGuidance.pdf>. Last accessed: June 20, 2019.
- WDNR. 2019. *Surface Water Data Viewer*. <http://dnrmaps.wi.gov/sl/?Viewer=SWDV>. Last accessed: June 14, 2019.
- WDNR. 2019. *Navigability and Ordinary High Water Mark Determination*.
<https://dnr.wi.gov/news/input/documents/guidance/DrainageGuidance.pdf>. Last accessed: June 19, 2019.
- WDNR. 1992. Wisconsin Wetland Inventory Classification Guide. PUBL-WZ-WZ023.

A

APPENDIX A

Site Location



Legend

Project Area (+/- 683 acres)



Site Location

6/26/2019

City of Green Bay
Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Located in part of:
Section 11 & 12, T23N, R21E
City of Green Bay
Brown County
Wisconsin



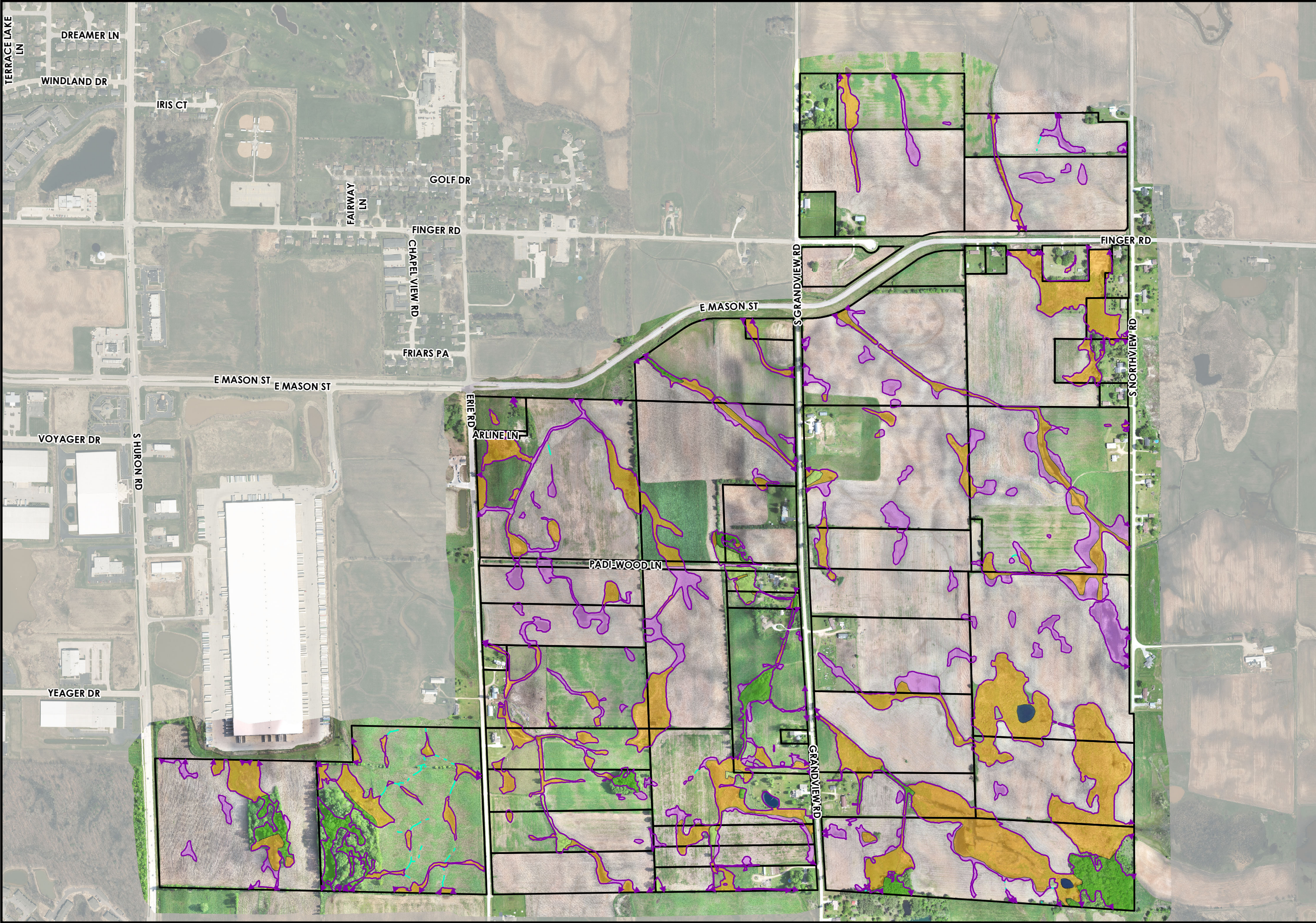
0 1,000
Feet

Document Path: H:\NES GIS\Jobs\10575 - Green Bay City of\10575061 - Green Bay City of\Location\SiteLocation.mxd

B

APPENDIX B

Wetland Investigation Mapping



Legend

- Potential Wetland Line
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/Wet Meadow
- F - Emergent/Wet Meadow (Farmed)
- S - Scrub/Shrub
- T - Forested
- W - Open Water

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.



OWNER: HURON LIMITS LLC

Legend

- Potential Wetland Line
- Owner Area - (+/- 30.5 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **123093 SF**
- F - Emergent/Wet Meadow (Farmed) - **44105 SF**
- S - Scrub/Shrub - **2288 SF**
- T - Forested - **56227 SF**
- W - Open Water - **0 SF**



ECOLOGICAL SERVICES
A Division of Robert E. Lee & Associates, Inc.

Page 1

Preliminary Wetland Review

6/28/2019

City of Green Bay

Preliminary Wetland Investigation

NES Project No. 1057061

City of Green Bay

Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc.,
May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.



0 160 Feet

OWNER:

21-186

21-187

21-188

21-189

21-190

21-191

21-192

21-193

21-194

21-195

21-196

21-197

21-198

21-199

21-200

21-201

21-202

21-203

21-204

21-205

21-206

21-207

21-208

21-209

21-210

21-211

21-212

21-213

21-214

21-215

21-216

21-217

21-218

21-219

21-220

21-221

21-222

21-223

21-224

21-225

21-226

21-227

21-228

21-229

21-230

21-231

21-232

21-233

21-234

21-235

21-236

21-237

21-238

21-239

21-240

21-241

21-242

21-243

21-244

21-245

21-246

21-247

21-248

21-249

21-250

21-251

21-252

21-253

21-254

21-255

21-256

21-257

21-258

21-259

21-260

21-261

21-262

21-263

21-264

21-265

21-266

21-267

21-268

21-269

21-270

21-271

21-272

21-273

21-274

21-275

21-276

21-277

21-278

21-279

21-280

21-281

21-282

21-283

21-284

21-285

21-286

21-287

21-288

21-289

21-290

21-291

21-292

21-293

21-294

21-295

21-296

21-297

21-298

21-299

21-300

21-301

21-302

21-303

21-304

21-305

21-306

21-307

21-308

21-309

21-310

21-311

21-312

21-313

21-314

21-315

21-316

21-317

21-318

21-319

21-320

21-321

21-322

21-323

21-324

21-325

21-326

21-327

21-328

21-329

21-330

21-331

21-332

21-333

21-334

21-335

21-336

21-337

21-338

21-339

21-340

21-341

21-342

21-343

21-344

21-345

21-346

21-347

21-348

21-349

21-350

21-351

21-352

21-353

21-354

21-355

21-356

21-357

21-358

21-359

21-360

21-361

21-362

21-363

21-364

21-365

21-366

21-367

21-368

21-369

21-370

21-371

21-372

21-373

21-374

21-375

21-376

21-377

21-378

21-379

21-380

21-381

21-382

21-383

21-384

21-385

21-386

21-387

21-388

21-389

21-390

21-391

21-392

21-393

21-394

21-395

21-396

21-397

21-398

21-399

21-400

21-401

21-402

21-403

21-404

21-405

21-406

21-407

21-408

21-409

21-410

21-411

21-412

21-413

21-414

21-415

21-416

21-417

21-418

21-419

21-420

21-421

21-422

21-423

21-424

21-425

21-426

21-427

21-428

21-429

21-430

21-431

21-432

21-433

21-434

21-43

 Potential Wetland Line
 Owner Area (+/- 47.9 acres)
 Parcels
 Drainage Swale

Potential Wetland Area
 E - Emergent/
 Wet Meadow - **200942 SF**
 F - Emergent/Wet Meadow
 (Farmed) - **3417 SF**
 S - Scrub/Shrub - **2055 SF**
 T - Forested - **126353 SF**
 W - Open Water - **0 SF**

Page 2
Preliminary Wetland
Review

DOROTHY M ZUIDMULDER

Legend

- Potential Wetland Line
- Owner Area - (+/- 47.9 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **200942 SF**
- F - Emergent/Wet Meadow (Farmed) - **3417 SF**
- S - Scrub/Shrub - **2055 SF**
- T - Forested - **126353 SF**
- W - Open Water - **0 SF**

21-204-2

21-205-2

21-205

21-205-3

21-205-1

21-208

21-208-1

21-207-1

21-207

S 262 SF

E 16945 SF

F 3407 SF

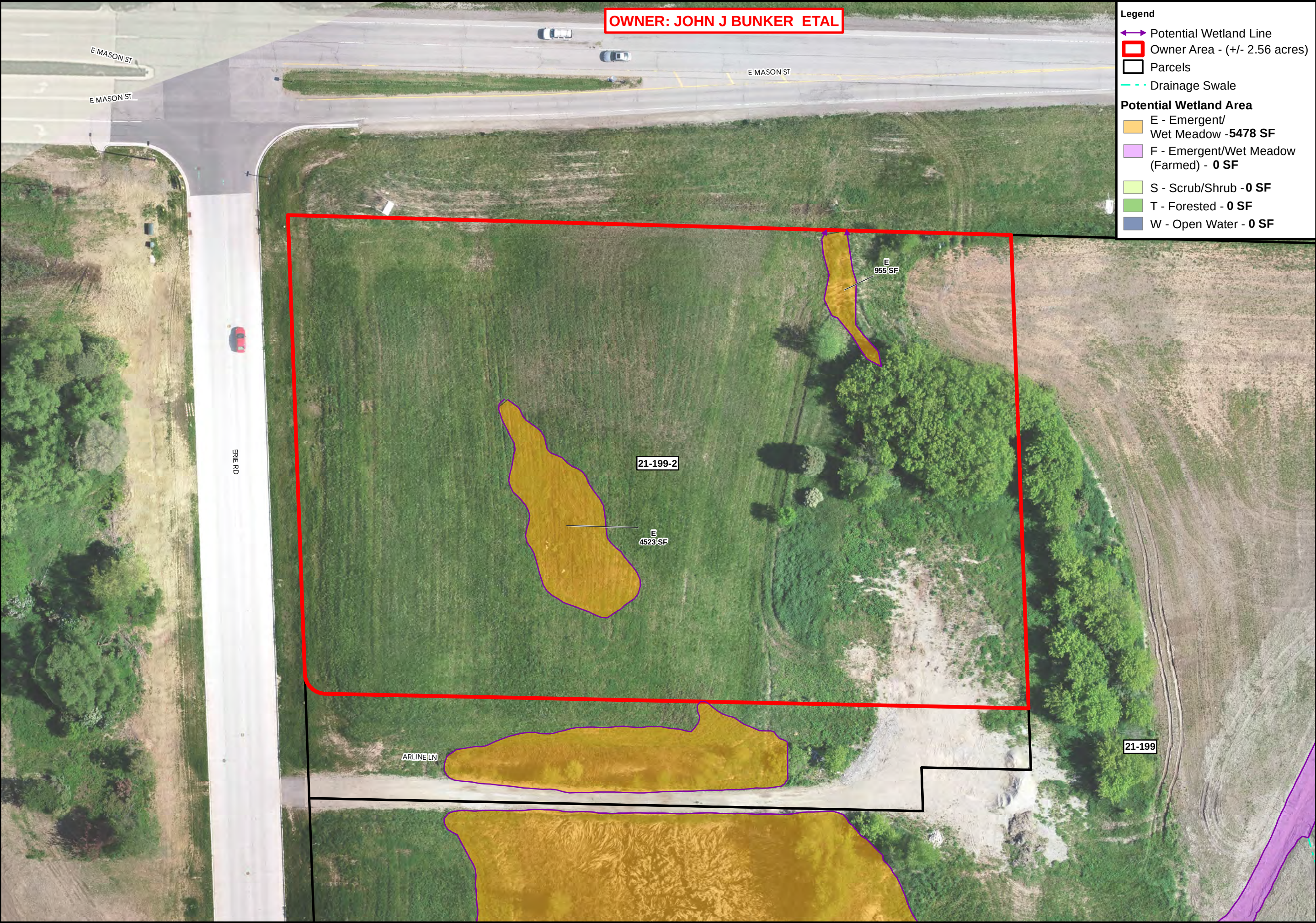
E 8403 SF

S 1793 SF

F 10 SF

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial





OWNER: JOHN J BUNKER ETAL

Legend

- Potential Wetland Line
- Owner Area - (+/- 2.56 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **5478 SF**
- F - Emergent/Wet Meadow (Farmed) - **0 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **0 SF**
- W - Open Water - **0 SF**



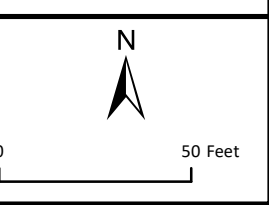
Page 3
Preliminary Wetland Review

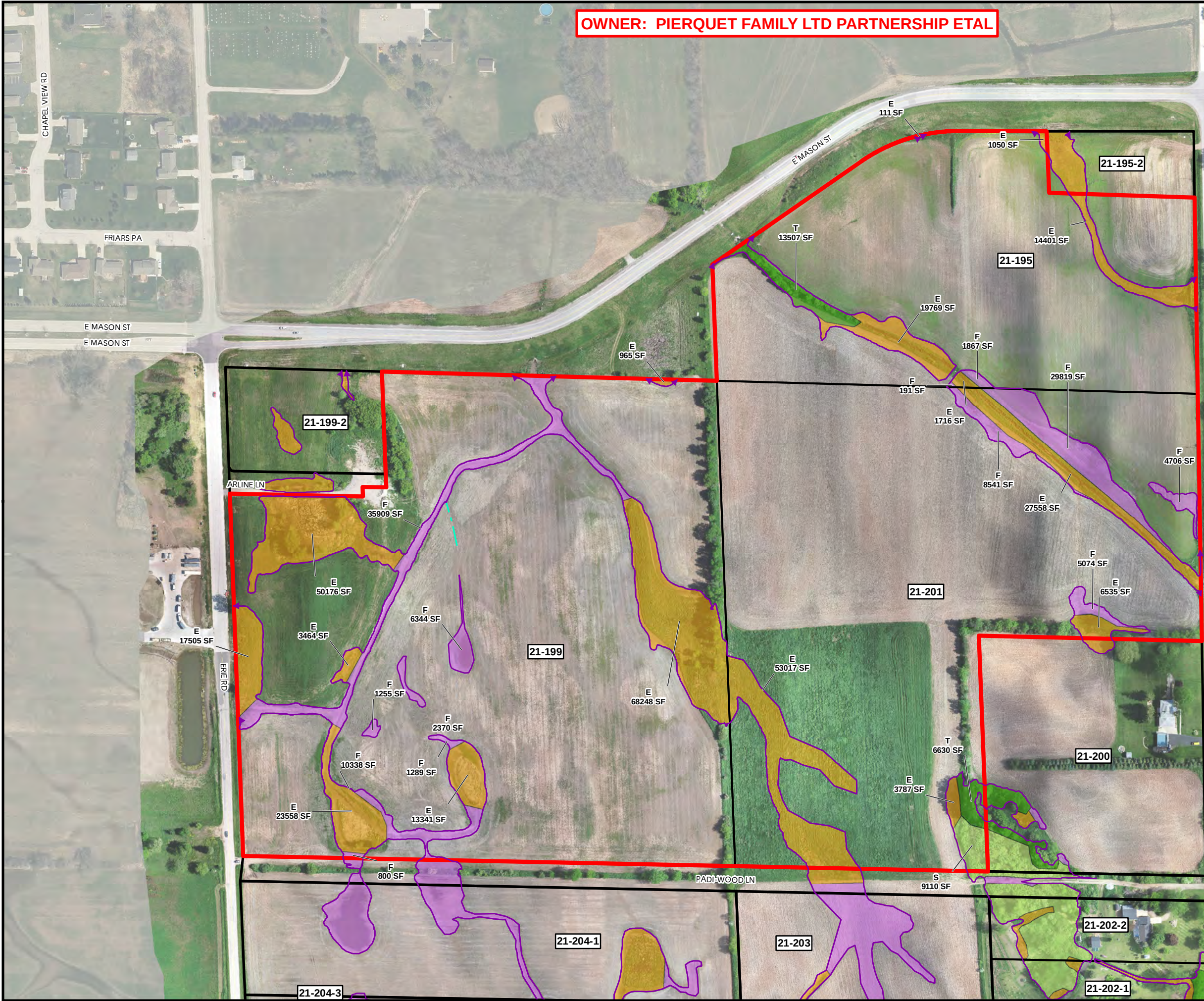
6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.





OWNER: PIERQUET FAMILY LTD PARTNERSHIP ETAL

- Legend**
- Potential Wetland Line
 - Owner Area - (+/- 79.2 acres)
 - Parcels
 - Drainage Swale
- Potential Wetland Area**
- E - Emergent/ Wet Meadow - 305203 SF
 - F - Emergent/Wet Meadow (Farmed) - 108502 SF
 - S - Scrub/Shrub - 9110 SF
 - T - Forested - 20136 SF
 - W - Open Water - 0 SF



Page 4
Preliminary Wetland
Review

6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee
& Associates, Inc.,
May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.





OWNER: PIERQUET ROSELLA REVOCABLE TRUST

Legend

- Potential Wetland Line
- Owner Area - (+/- 1.48 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **11598 SF**
- F - Emergent/Wet Meadow (Farmed) - **0 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **0 SF**
- W - Open Water - **0 SF**



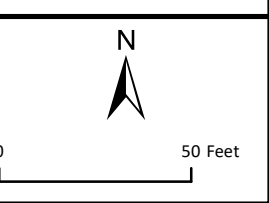
Page 5
Preliminary Wetland Review

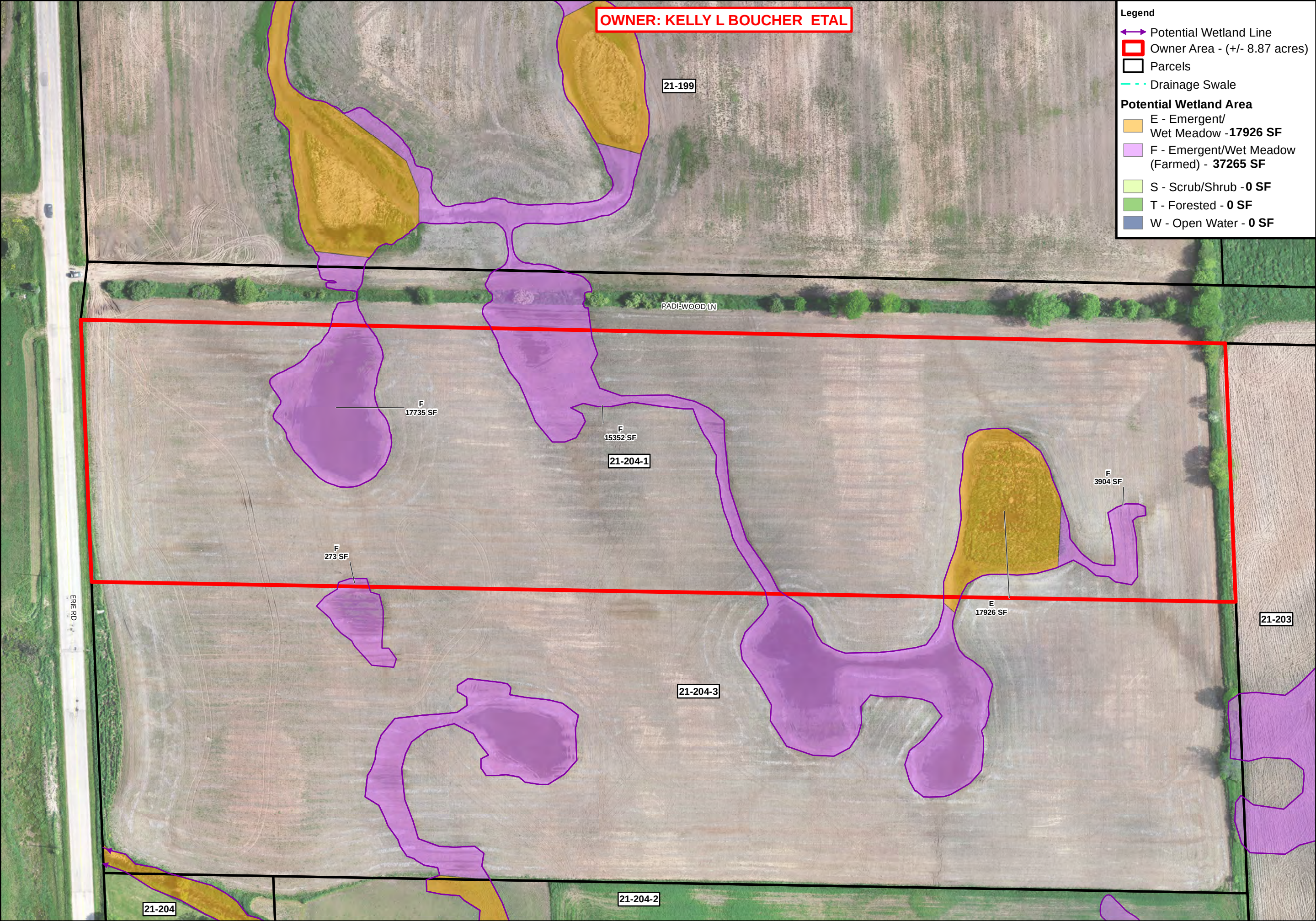
6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.





Legend

- Potential Wetland Line
- Owner Area - (+/- 8.87 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

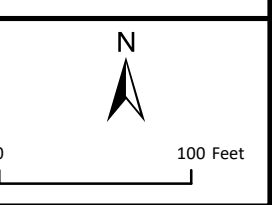
- E - Emergent/ Wet Meadow - **17926 SF**
- F - Emergent/Wet Meadow (Farmed) - **37265 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **0 SF**
- W - Open Water - **0 SF**

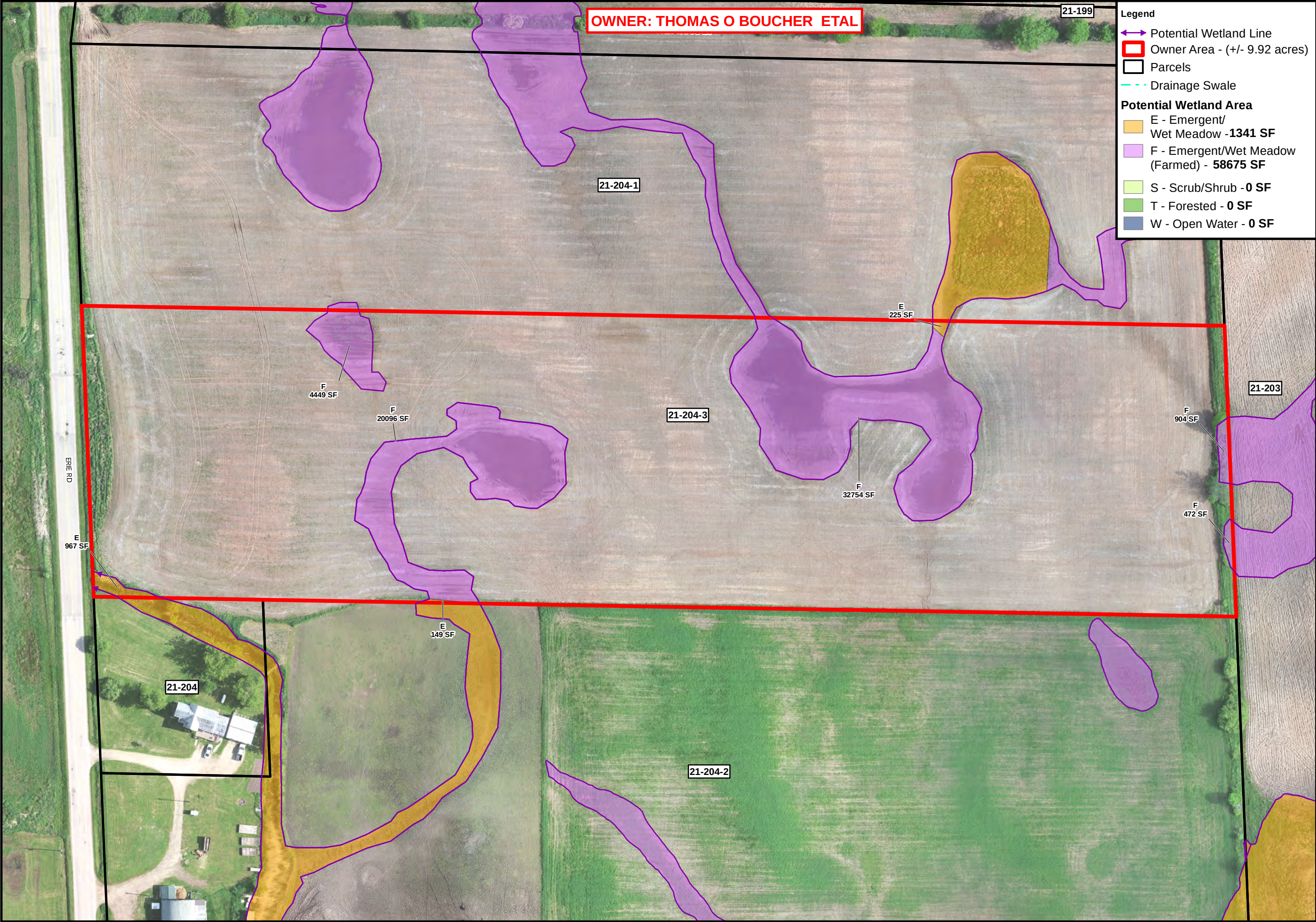


City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc., provides this map without any warranty of any kind whatsoever, either expressed or implied.





Legend

- Potential Wetland Line
- Owner Area - (+/- 9.92 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

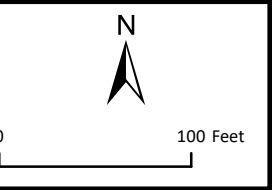
- E - Emergent/ Wet Meadow - **1341 SF**
- F - Emergent/Wet Meadow (Farmed) - **58675 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **0 SF**
- W - Open Water - **0 SF**

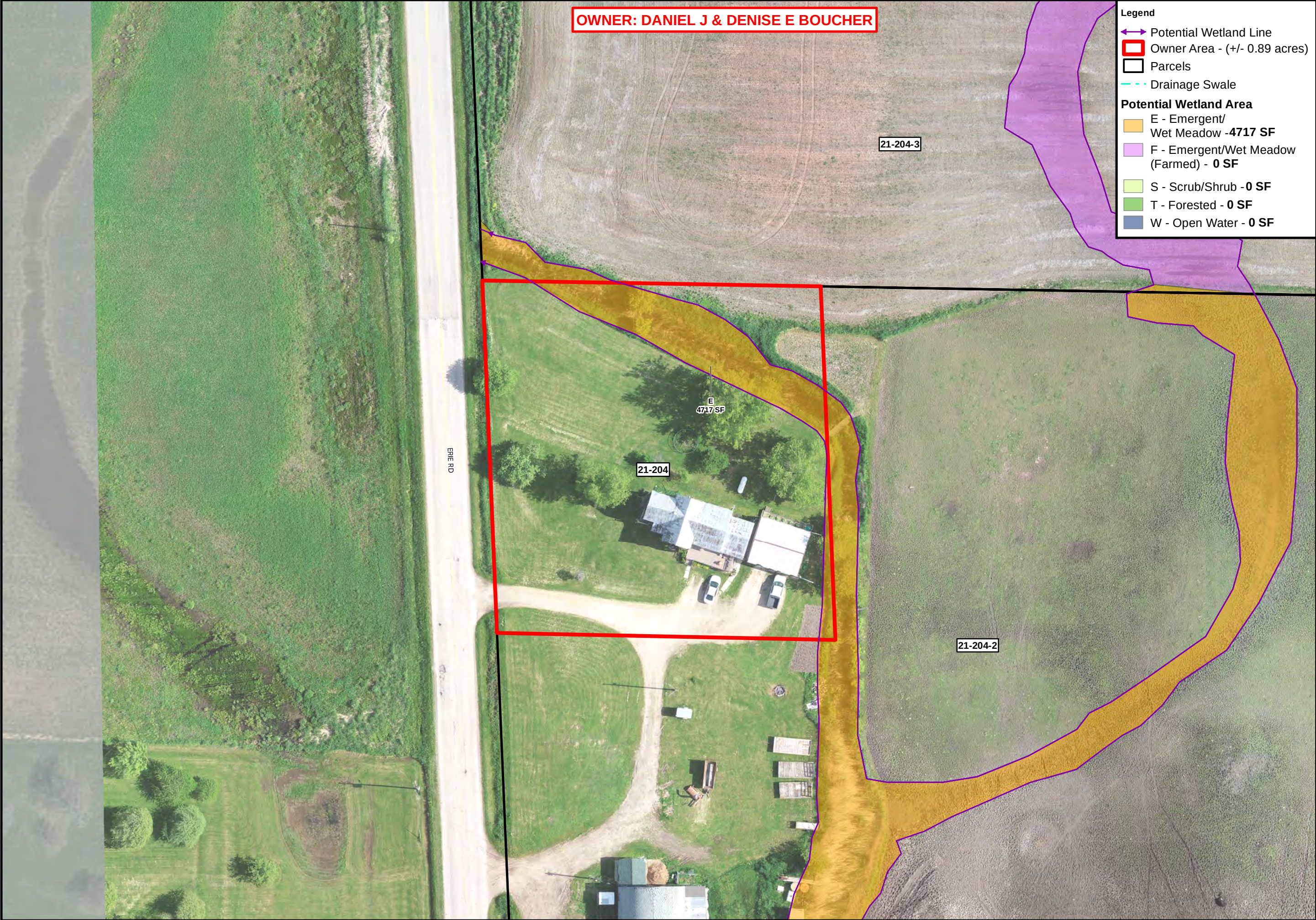


Page 7
Preliminary Wetland Review
6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial
Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.





OWNER: DANIEL J & DENISE E BOUCHER

Legend

Potential Wetland Line

Owner Area - (+/- 0.89 acres)

Parcels

Drainage Swale

Potential Wetland Area

E - Emergent/ Wet Meadow -4717 SF

F - Emergent/Wet Meadow (Farmed) - 0 SF

S - Scrub/Shrub -0 SF

T - Forested - 0 SF

W - Open Water - 0 SF

NES

ECOLOGICAL SERVICES

A Division of Robert E. Lee & Associates, Inc.

Page 8

Preliminary Wetland Review

6/28/2019

City of Green Bay

Preliminary Wetland Investigation

NES Project No. 1057061

City of Green Bay

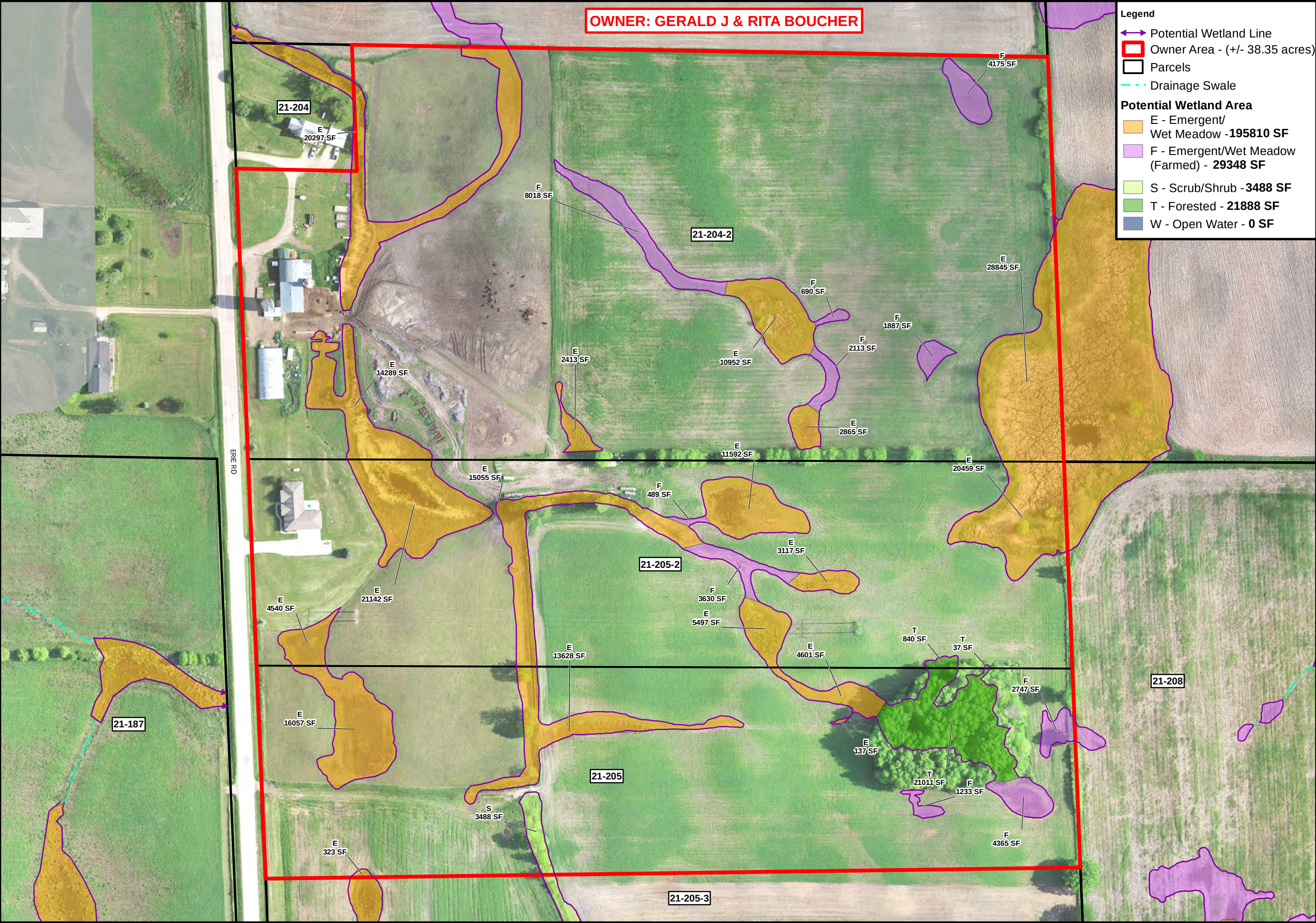
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.

N

0 50 Feet



OWNER: GERALD J & RITA BOUCHER

Legend

- Potential Wetland Line
- Owner Area - (+/- 38.35 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **195810 SF**
- F - Emergent/Wet Meadow (Farmed) - **29348 SF**
- S - Scrub/Shrub - **3488 SF**
- T - Forested - **21888 SF**
- W - Open Water - **0 SF**

Page 9

Preliminary Wetland Review

6/28/2019

City of Green Bay

Preliminary Wetland Investigation

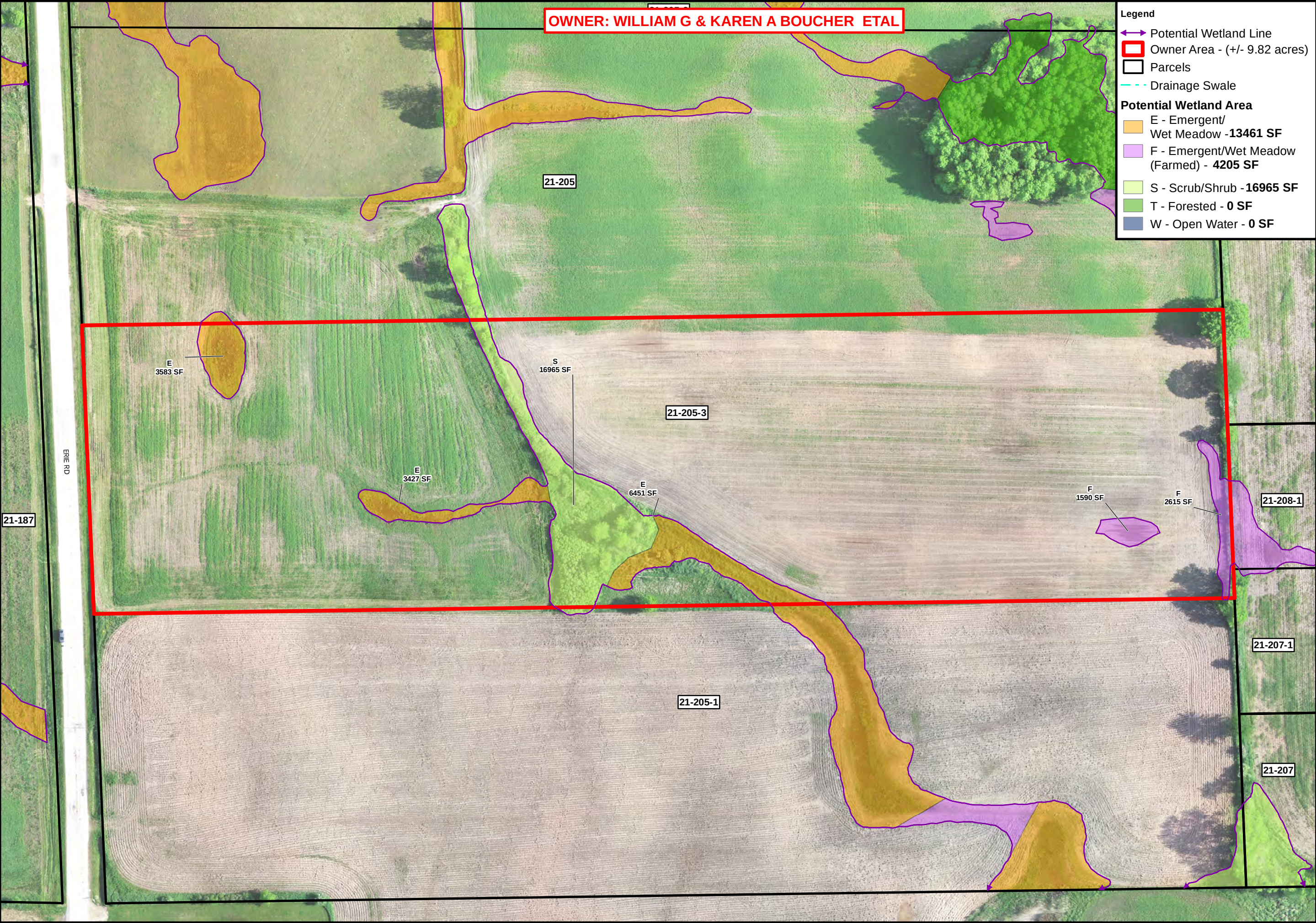
NES Project No. 1057061

City of Green Bay

Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.



OWNER: WILLIAM G & KAREN A BOUCHER ETAL

Legend

- Potential Wetland Line
- Owner Area - (+/- 9.82 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow -13461 SF
- F - Emergent/Wet Meadow (Farmed) - 4205 SF
- S - Scrub/Shrub -16965 SF
- T - Forested - 0 SF
- W - Open Water - 0 SF

Page 10

Preliminary Wetland Review

6/28/2019

City of Green Bay

Preliminary Wetland Investigation

NES Project No. 1057061

City of Green Bay

Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.

0 100 Feet



Legend

- Potential Wetland Line
- Owner Area - (+/- 8.22 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **4007 SF**
- F - Emergent/Wet Meadow (Farmed) - **1500 SF**
- S - Scrub/Shrub - **11855 SF**
- T - Forested - **10737 SF**
- W - Open Water - **0 SF**

NES
ECOLOGICAL SERVICES
A Division of Robert E. Lee & Associates, Inc.

Page 11

Preliminary Wetland Review

6/28/2019

City of Green Bay

Preliminary Wetland Investigation

NES Project No. 1057061

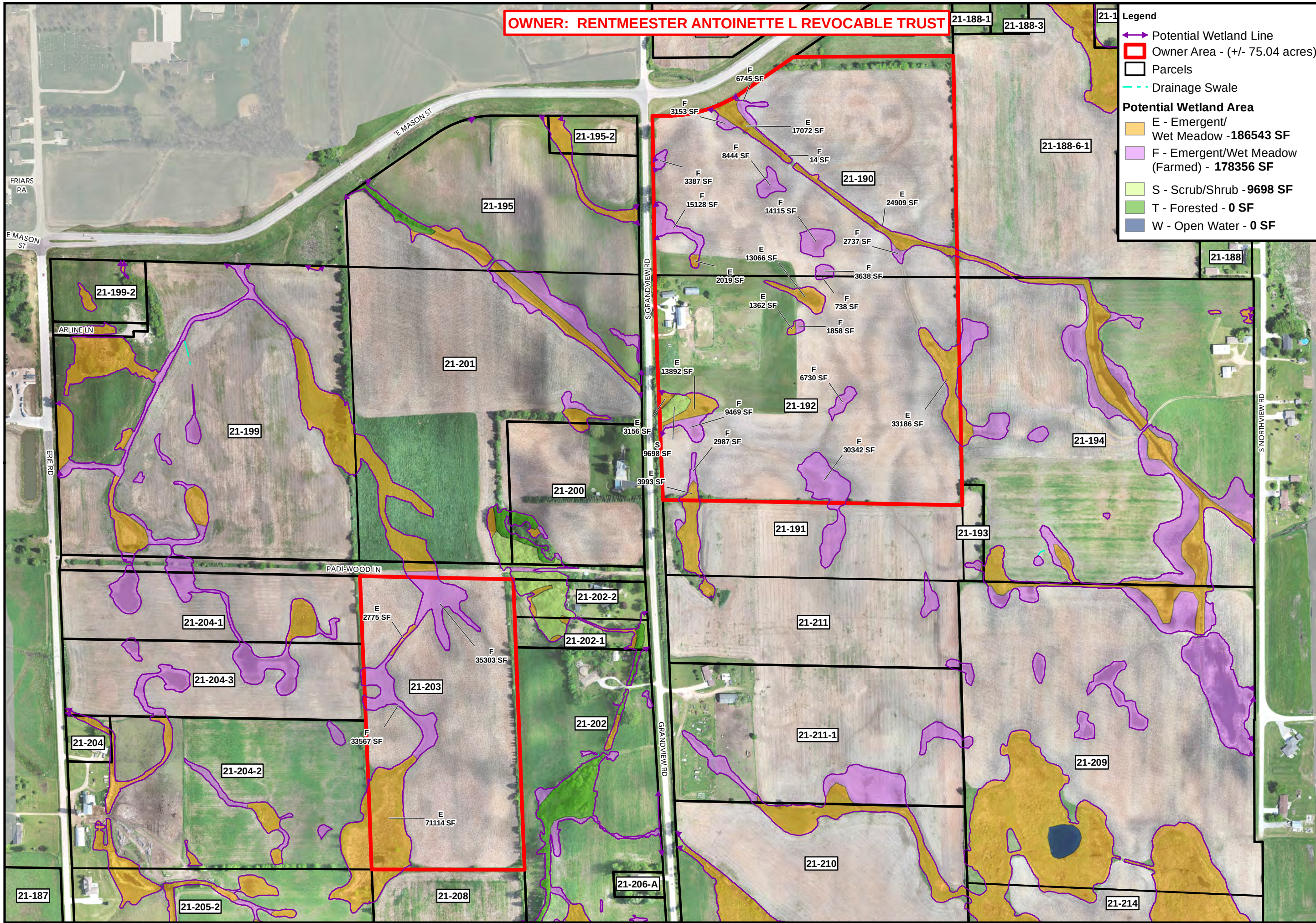
City of Green Bay

Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc., provides this map without any warranty of any kind whatsoever, either expressed or implied.

0 80 Feet



OWNER: RENTMEESTER ANTOINETTE L REVOCABLE TRUST

Legend

- Potential Wetland Line
- Owner Area - (+/- 75.04 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - 186543 SF
- F - Emergent/Wet Meadow (Farmed) - 178356 SF
- S - Scrub/Shrub - 9698 SF
- T - Forested - 0 SF
- W - Open Water - 0 SF



Page 12
Preliminary Wetland Review
6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc., provides this map without any warranty of any kind whatsoever, either expressed or implied.



0 380 Feet



OWNER: JAMES K & TONIA M DEROUIN

Legend

- Potential Wetland Line
- Owner Area - (+/- 3.91 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **9529 SF**
- F - Emergent/Wet Meadow (Farmed) - **0 SF**
- S - Scrub/Shrub - **40099 SF**
- T - Forested - **3512 SF**
- W - Open Water - **0 SF**



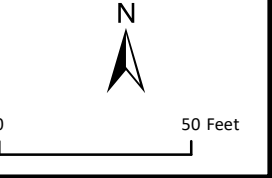
Page 13
Preliminary Wetland Review

6/28/2019

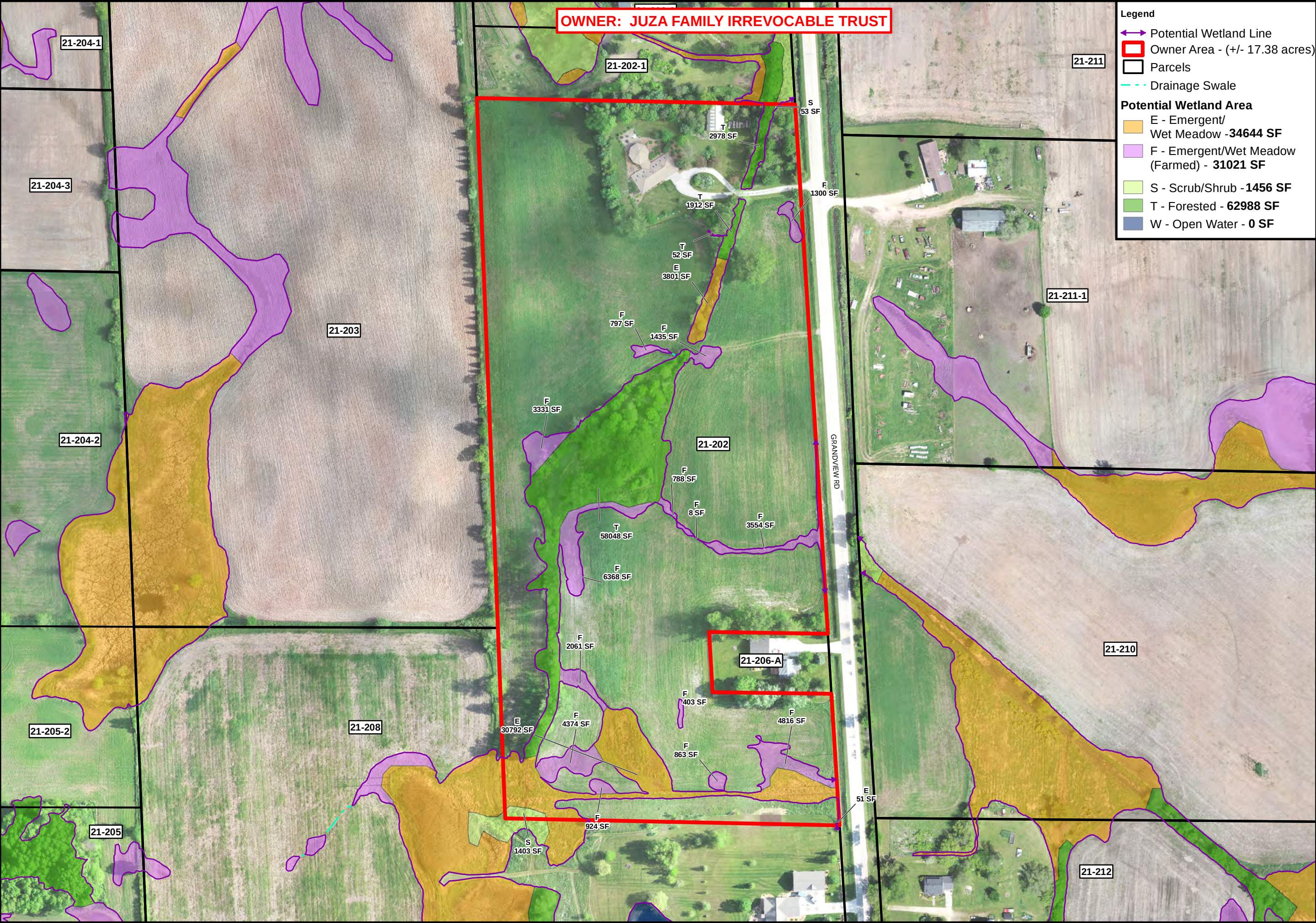
City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc., provides this map without any warranty of any kind whatsoever, either expressed or implied.



0 50 Feet



OWNER: JUZA FAMILY IRREVOCABLE TRUST

Legend

- Potential Wetland Line
- Owner Area - (+/- 17.38 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **34644 SF**
- F - Emergent/Wet Meadow (Farmed) - **31021 SF**
- S - Scrub/Shrub - **1456 SF**
- T - Forested - **62988 SF**
- W - Open Water - **0 SF**

NES
ECOLOGICAL SERVICES
A Division of Robert E. Lee & Associates, Inc.

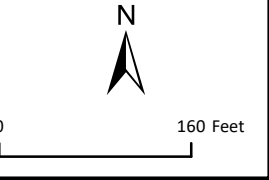
Page 14
Preliminary Wetland Review

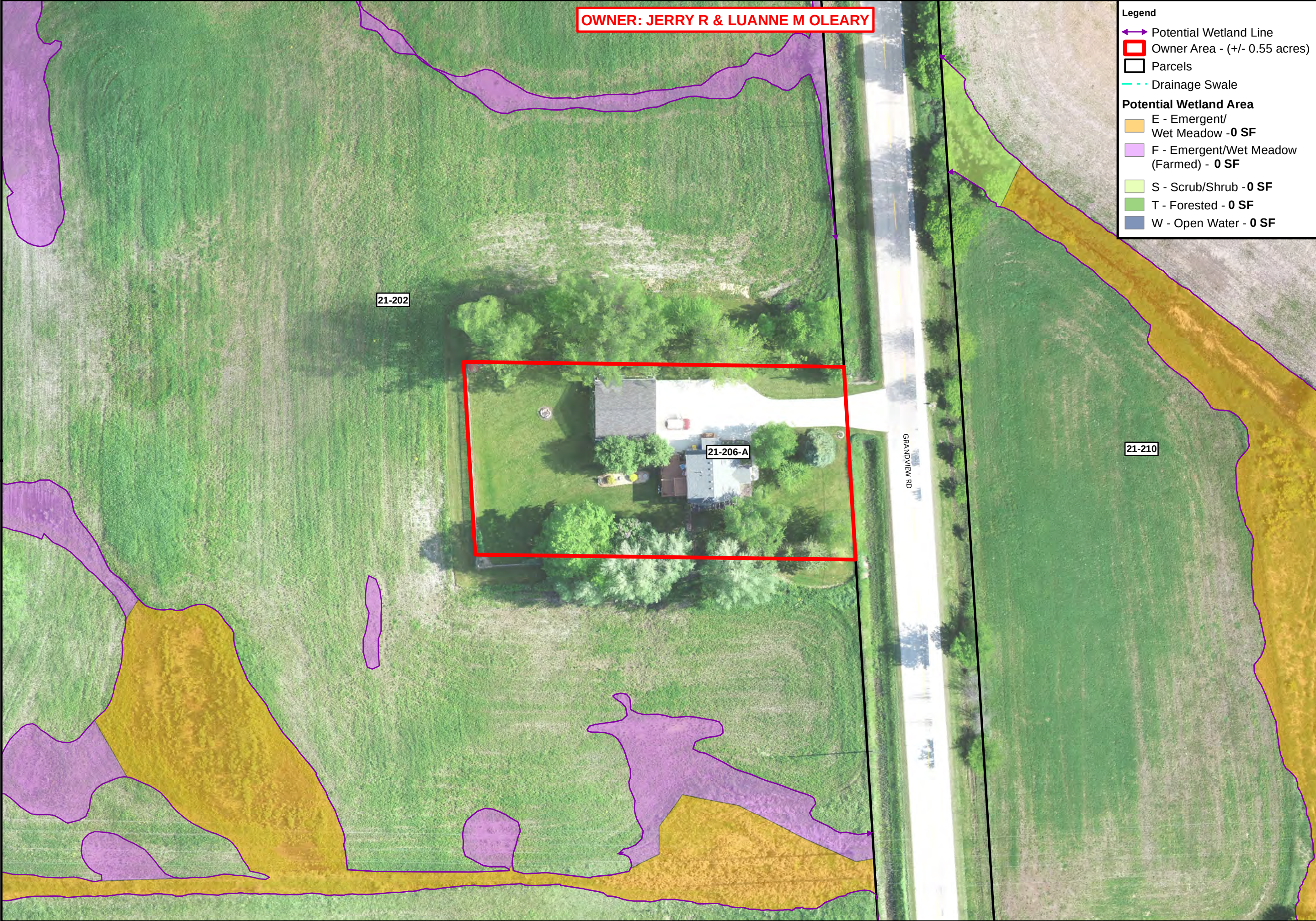
6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.





OWNER: JERRY R & LUANNE M OLEARY

Legend

- Potential Wetland Line
- Owner Area - (+/- 0.55 acres)
- Parcels
- Drainage Swale

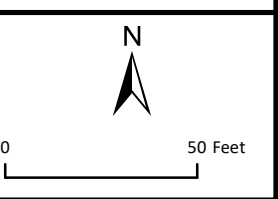
Potential Wetland Area

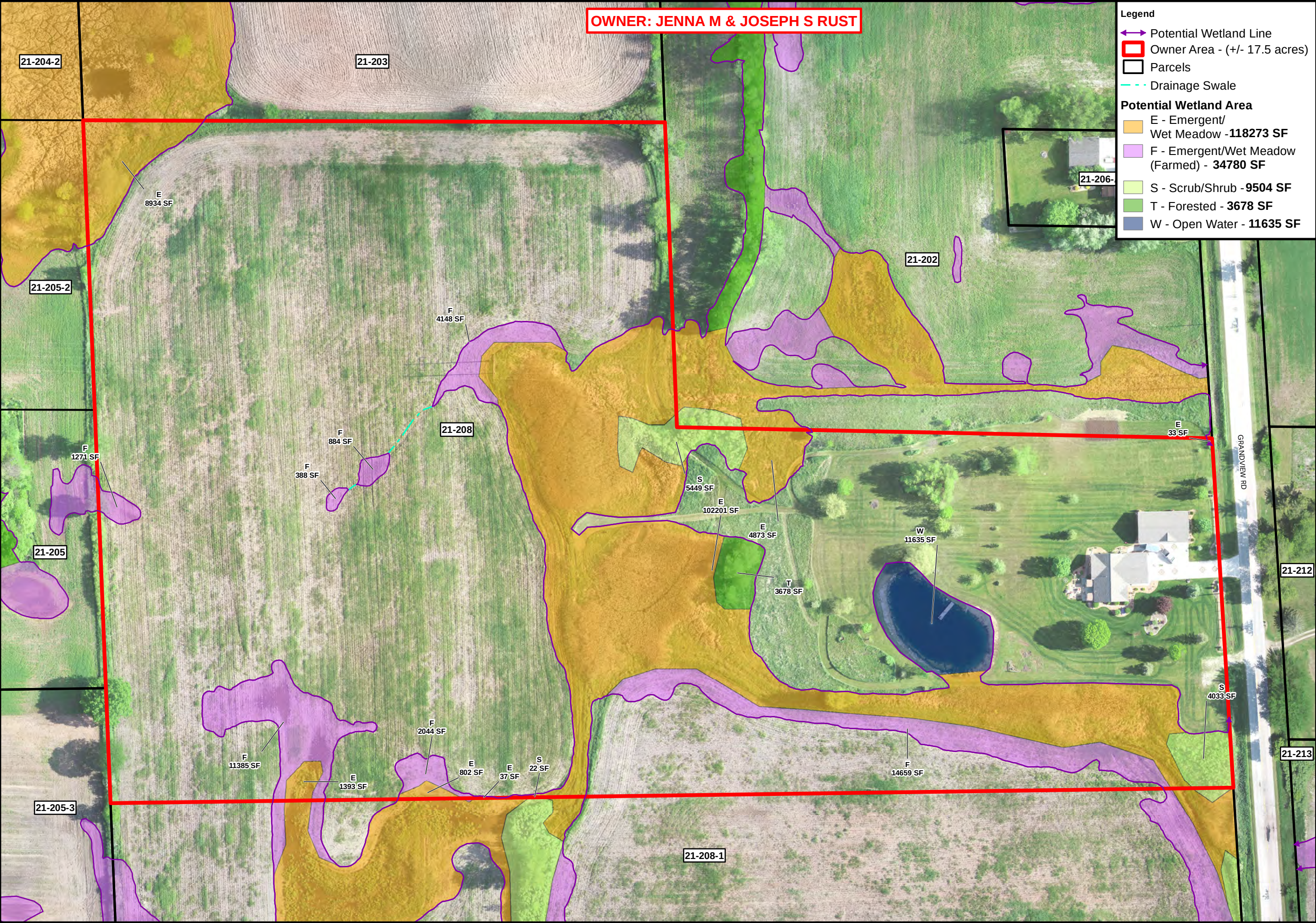
- E - Emergent/ Wet Meadow - 0 SF
- F - Emergent/Wet Meadow (Farmed) - 0 SF
- S - Scrub/Shrub - 0 SF
- T - Forested - 0 SF
- W - Open Water - 0 SF



City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial
Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.





OWNER: JENNA M & JOSEPH S RUST

Legend

- Potential Wetland Line
- Owner Area - (+/- 17.5 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/Wet Meadow - **118273 SF**
- F - Emergent/Wet Meadow (Farmed) - **34780 SF**
- S - Scrub/Shrub - **9504 SF**
- T - Forested - **3678 SF**
- W - Open Water - **11635 SF**

Page 16

Preliminary Wetland Review

6/28/2019

City of Green Bay

Preliminary Wetland Investigation

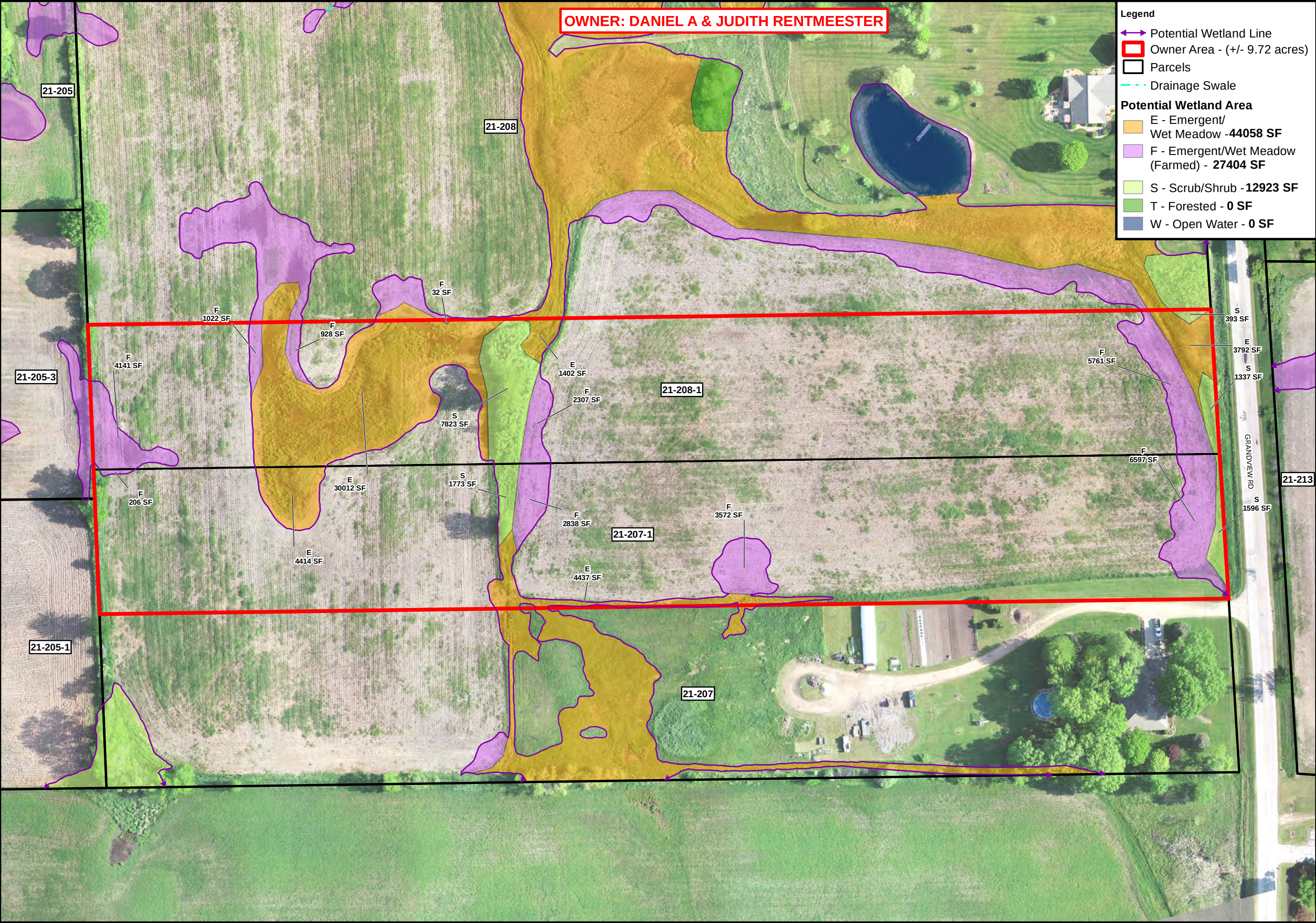
NES Project No. 1057061

City of Green Bay

Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.



OWNER: DANIEL A & JUDITH RENTMEESTER

Legend

- Potential Wetland Line
- Owner Area - (+/- 9.72 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **44058 SF**
- F - Emergent/Wet Meadow (Farmed) - **27404 SF**
- S - Scrub/Shrub - **12923 SF**
- T - Forested - **0 SF**
- W - Open Water - **0 SF**

Page 17

Preliminary Wetland Review

6/28/2019

City of Green Bay

Preliminary Wetland Investigation

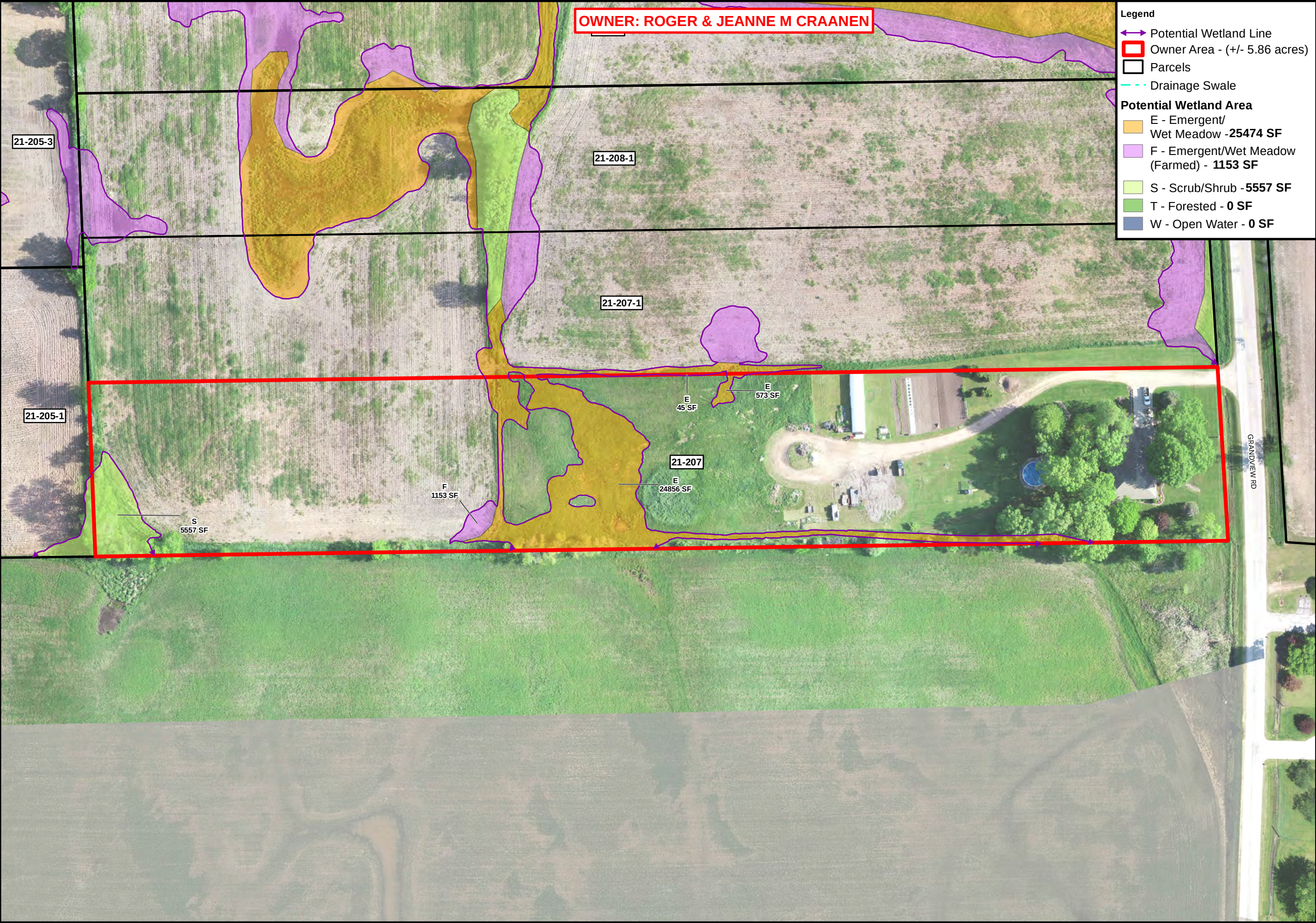
NES Project No. 1057061

City of Green Bay

Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.



OWNER: ROGER & JEANNE M CRAANEN

Legend

- Potential Wetland Line
- Owner Area - (+/- 5.86 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **25474 SF**
- F - Emergent/Wet Meadow (Farmed) - **1153 SF**
- S - Scrub/Shrub - **5557 SF**
- T - Forested - **0 SF**
- W - Open Water - **0 SF**



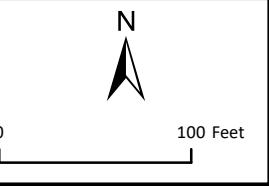
Page 18
Preliminary Wetland Review

6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.



0 100 Feet



OWNER: RICHARD R & CAROL J NACHTWEY

Legend

- Potential Wetland Line
- Owner Area - (+/- 3.08 acres)
- Parcels
- Drainage Swale

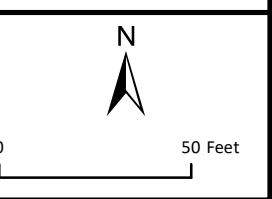
Potential Wetland Area

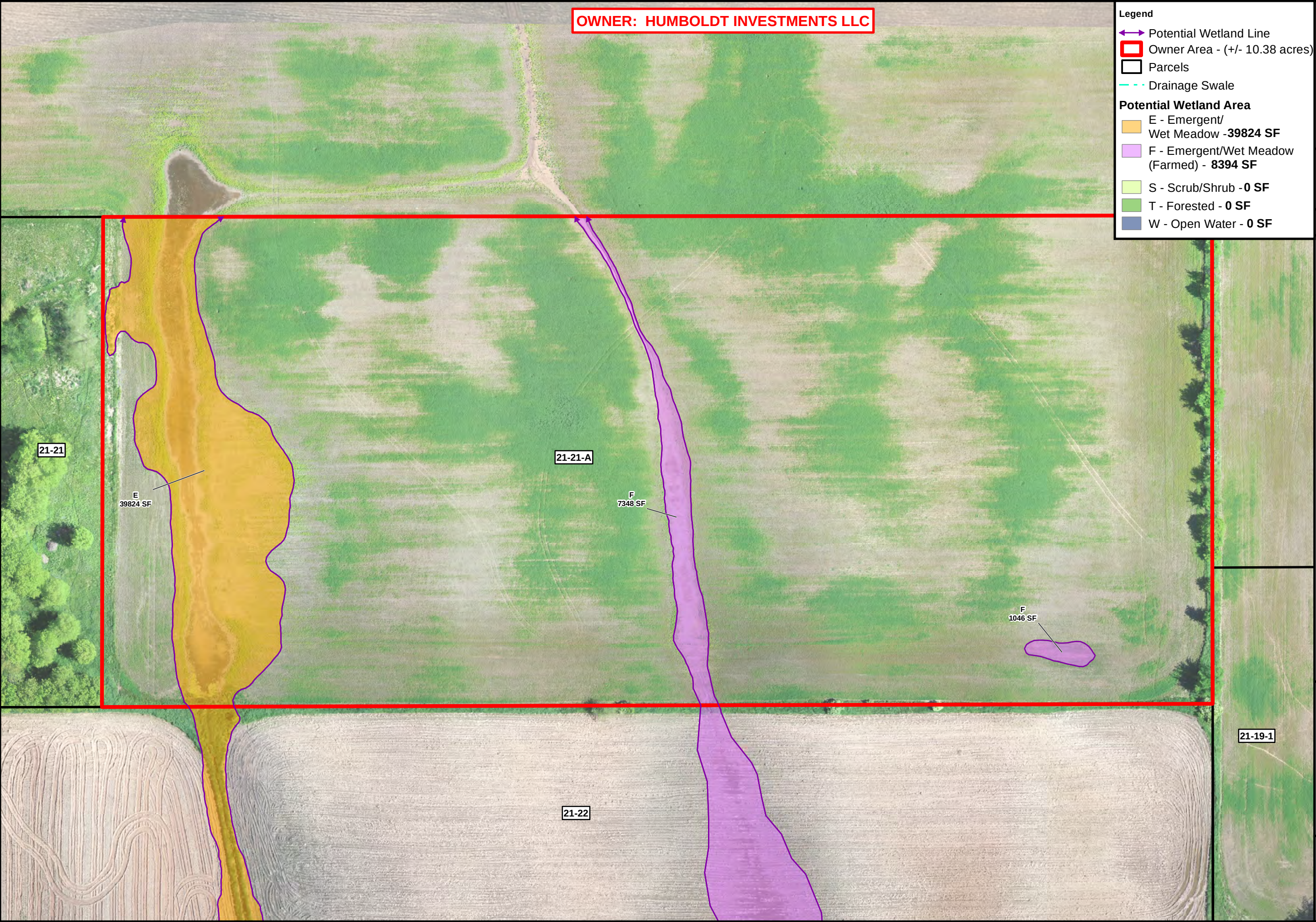
- E - Emergent/ Wet Meadow - **0 SF**
- F - Emergent/Wet Meadow (Farmed) - **0 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **0 SF**
- W - Open Water - **0 SF**



City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial
Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.





OWNER: HUMBOLDT INVESTMENTS LLC

Legend

- Potential Wetland Line
- Owner Area - (+/- 10.38 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/Wet Meadow - **39824 SF**
- F - Emergent/Wet Meadow (Farmed) - **8394 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **0 SF**
- W - Open Water - **0 SF**

NES
ECOLOGICAL SERVICES
A Division of Robert E. Lee & Associates, Inc.

Page 20

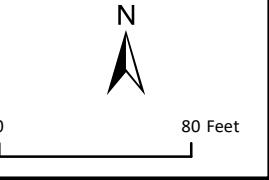
Preliminary Wetland Review

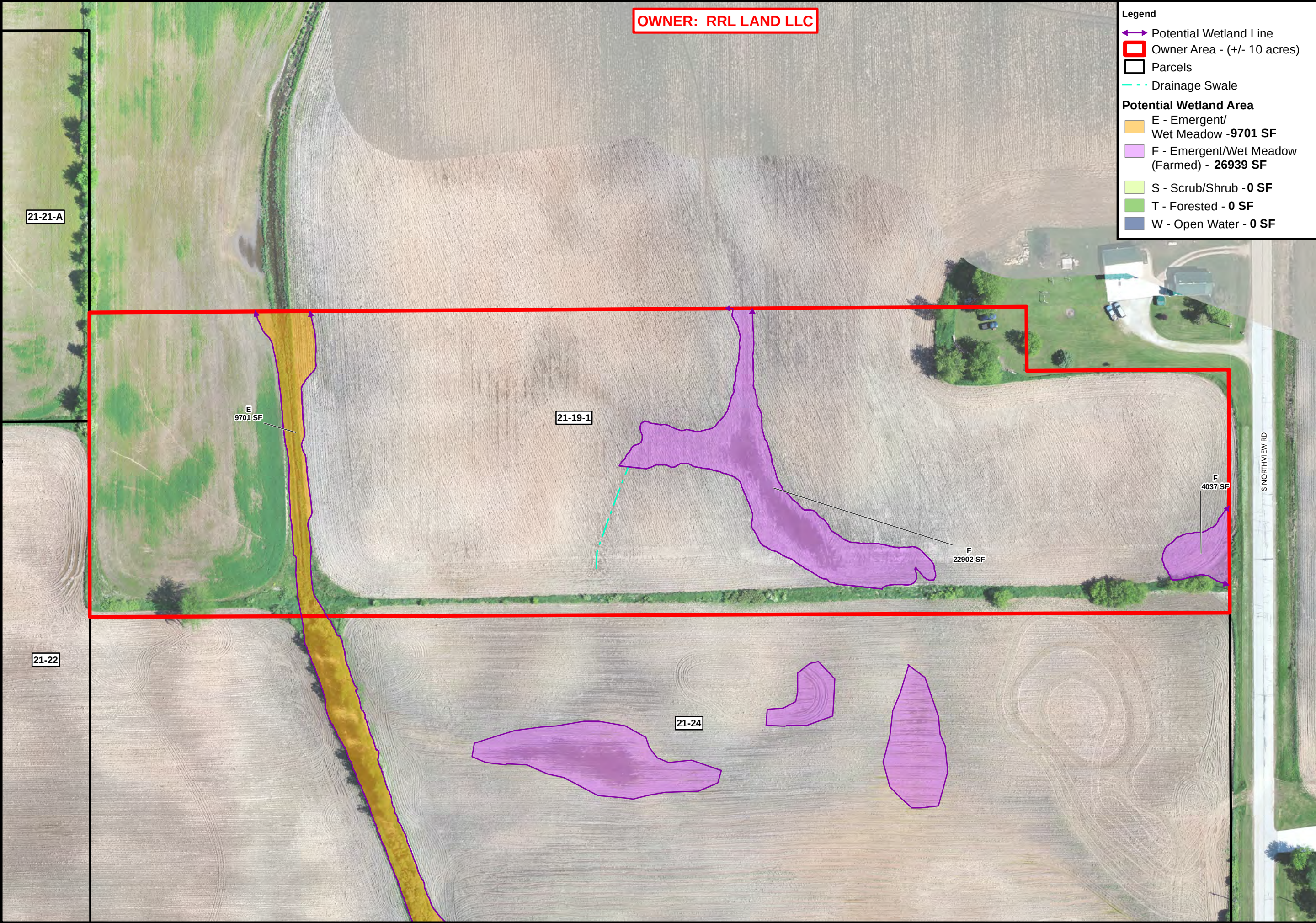
6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.





OWNER: RRL LAND LLC

- Legend**
- Potential Wetland Line
 - Owner Area - (+/- 10 acres)
 - Parcels
 - Drainage Swale
- Potential Wetland Area**
- E - Emergent/Wet Meadow - 9701 SF
 - F - Emergent/Wet Meadow (Farmed) - 26939 SF
 - S - Scrub/Shrub - 0 SF
 - T - Forested - 0 SF
 - W - Open Water - 0 SF



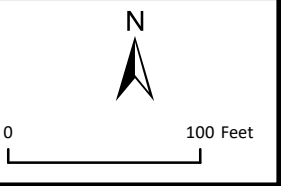
Page 21
Preliminary Wetland Review

6/28/2019

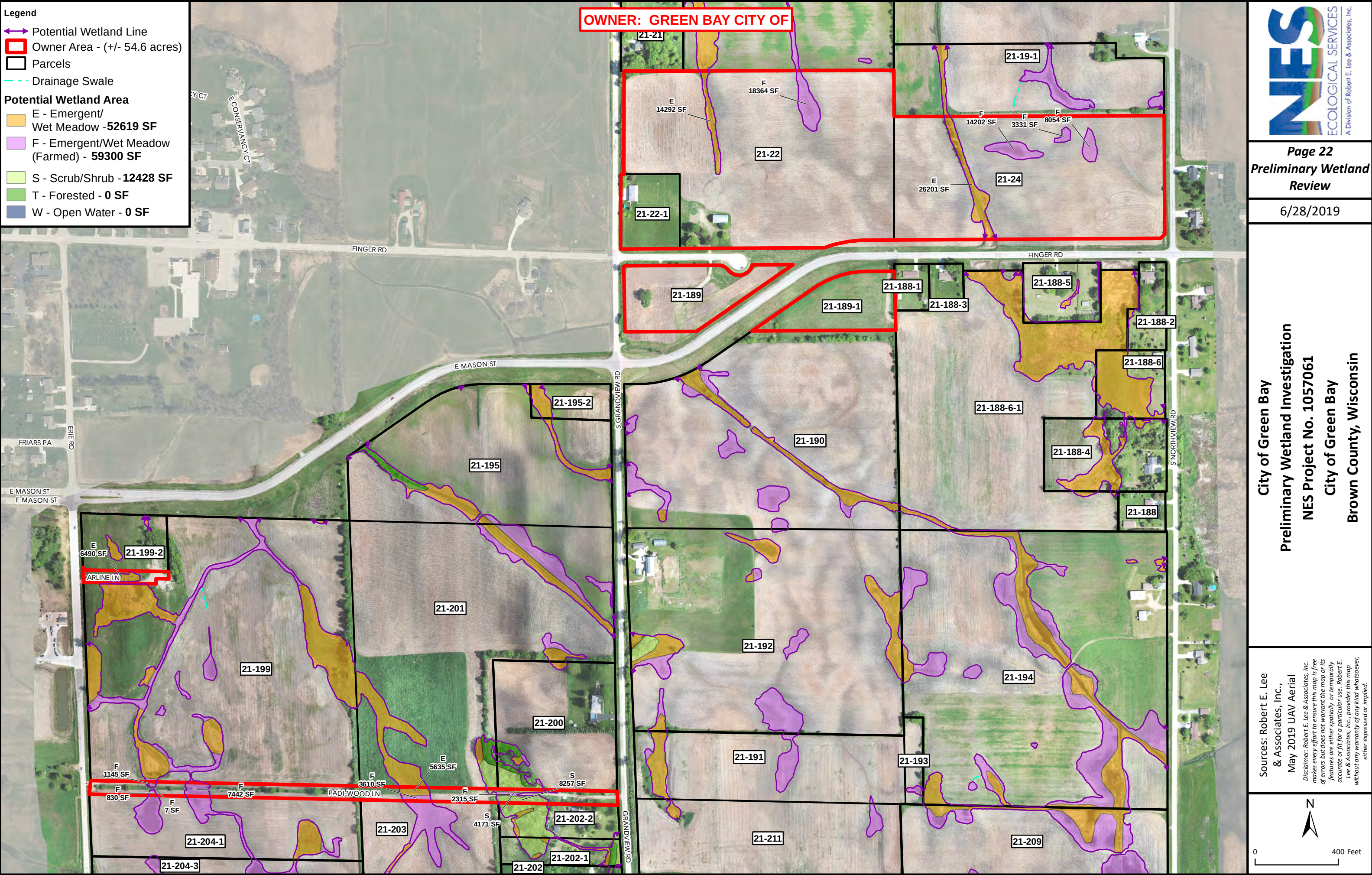
City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

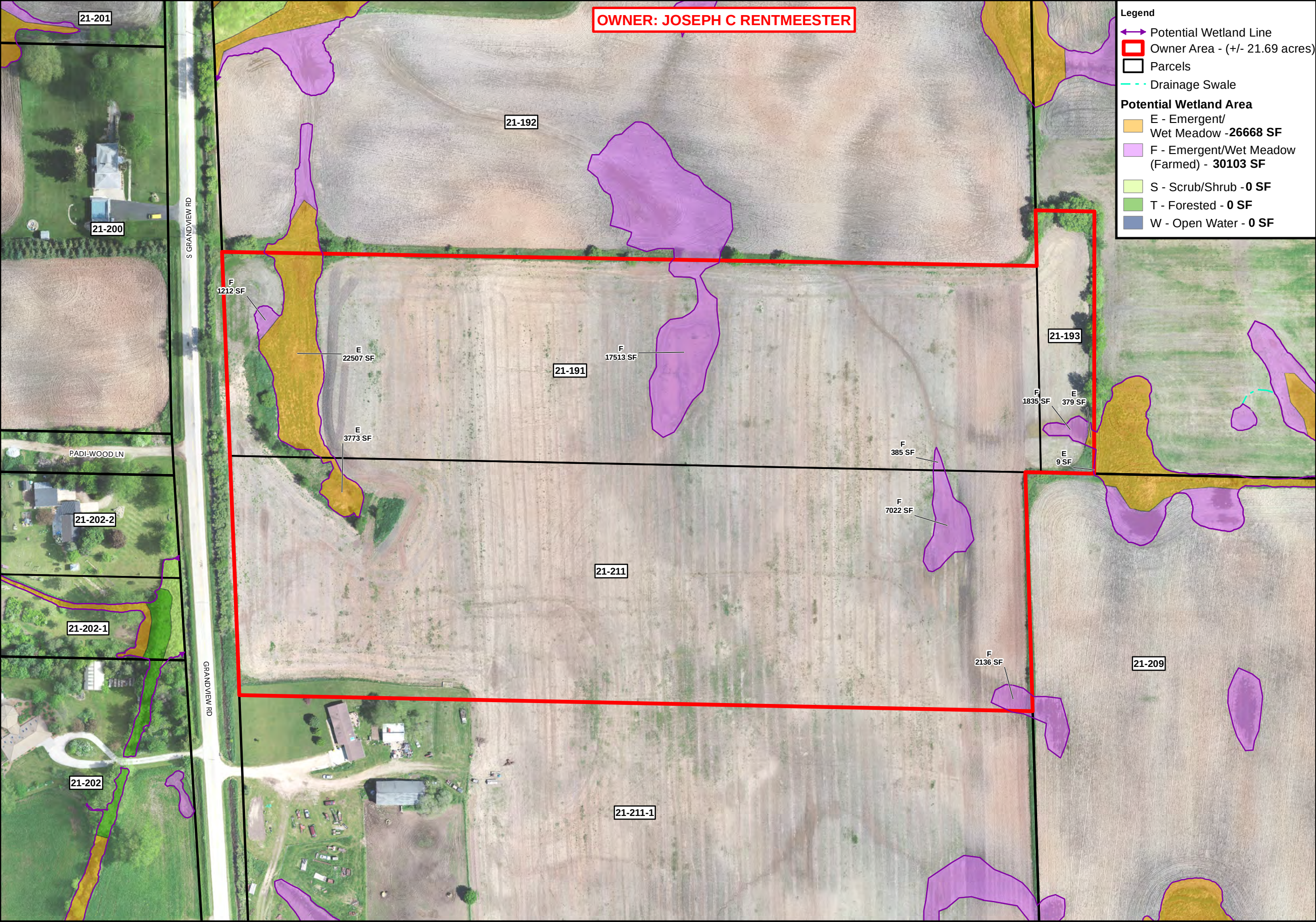
Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.



0 100 Feet





OWNER: JOSEPH C RENTMEESTER

Legend

- Potential Wetland Line
- Owner Area - (+/- 21.69 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - 26668 SF
- F - Emergent/Wet Meadow (Farmed) - 30103 SF
- S - Scrub/Shrub - 0 SF
- T - Forested - 0 SF
- W - Open Water - 0 SF

NES
ECOLOGICAL SERVICES
A Division of Robert E. Lee & Associates, Inc.

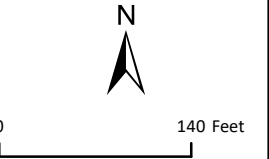
Page 23
Preliminary Wetland Review

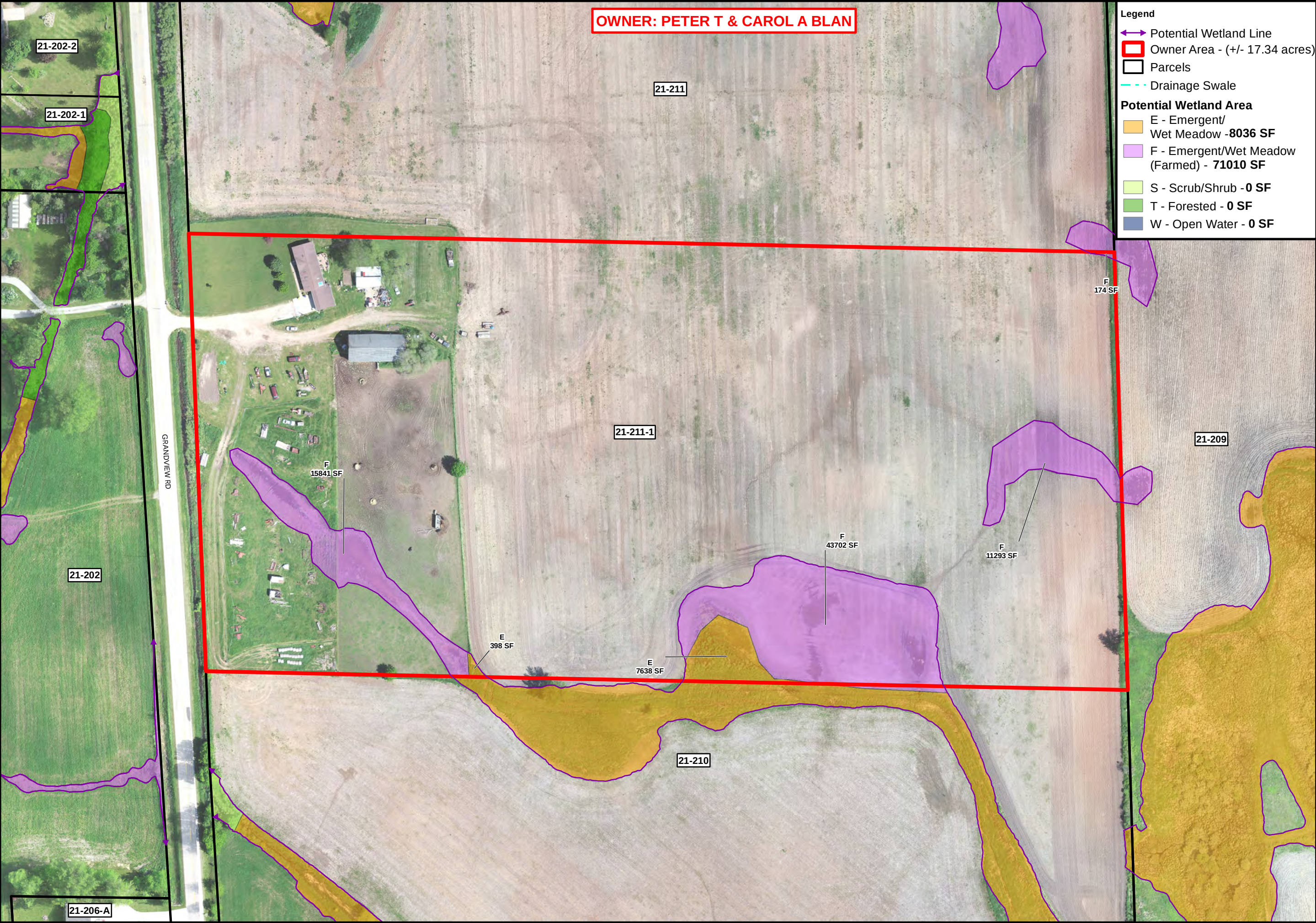
6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.





OWNER: PETER T & CAROL A BLAN

Legend

- Potential Wetland Line
- Owner Area - (+/- 17.34 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **8036 SF**
- F - Emergent/Wet Meadow (Farmed) - **71010 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **0 SF**
- W - Open Water - **0 SF**



NES
ECOLOGICAL SERVICES
A Division of Robert E. Lee & Associates, Inc.

Page 24

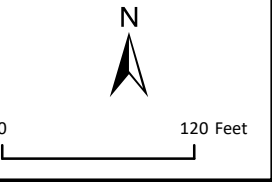
Preliminary Wetland Review

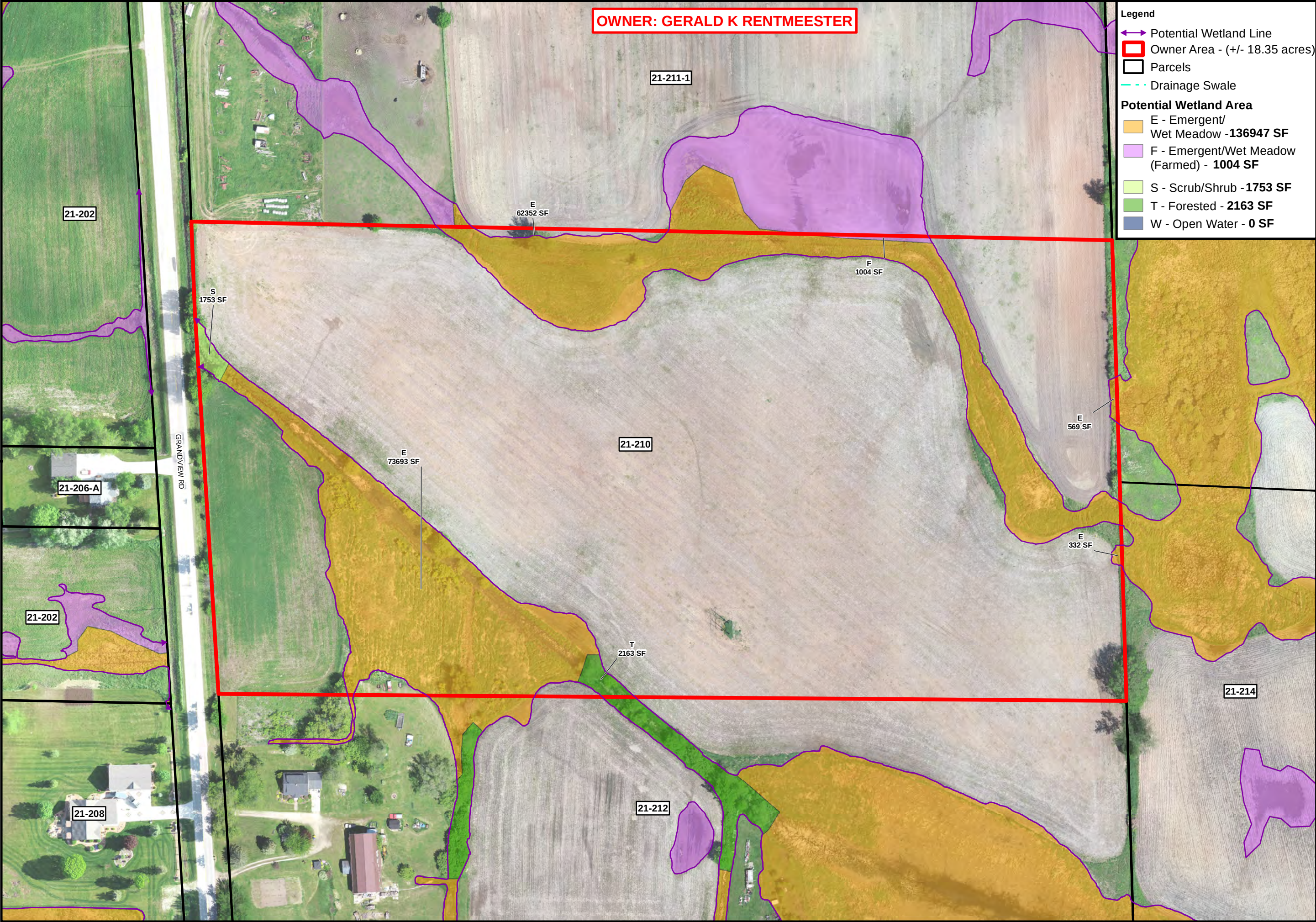
6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc., provides this map without any warranty of any kind whatsoever, either expressed or implied.





OWNER: GERALD K RENTMEESTER

Legend

- Potential Wetland Line
- Owner Area - (+/- 18.35 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **136947 SF**
- F - Emergent/Wet Meadow (Farmed) - **1004 SF**
- S - Scrub/Shrub - **1753 SF**
- T - Forested - **2163 SF**
- W - Open Water - **0 SF**

ECOLOGICAL SERVICES
A Division of Robert E. Lee & Associates, Inc.

Page 25

Preliminary Wetland Review

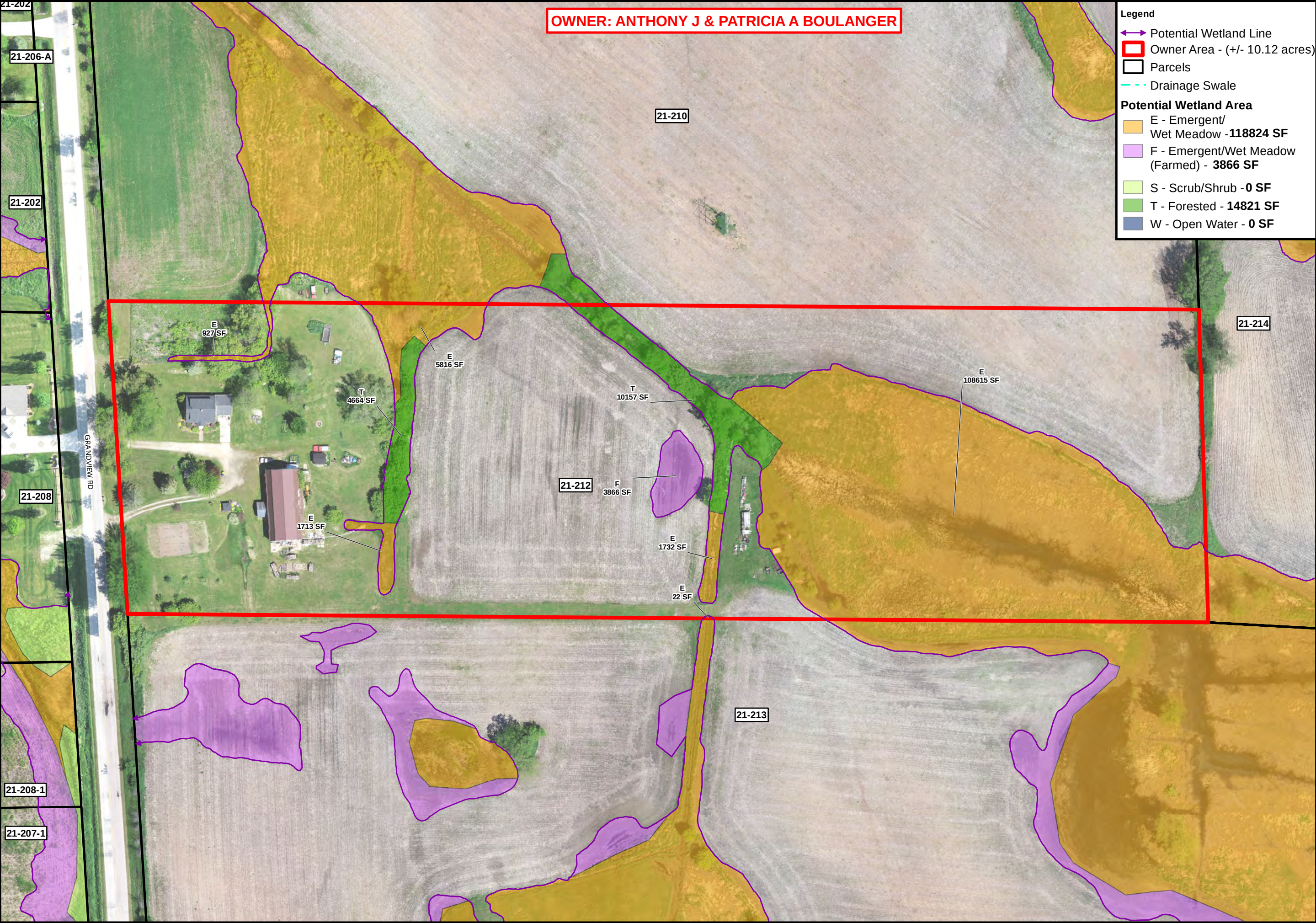
6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc., provides this map without any warranty of any kind whatsoever, either expressed or implied.





OWNER: ANTHONY J & PATRICIA A BOULANGER

Legend

- Potential Wetland Line
- Owner Area - (+/- 10.12 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **118824 SF**
- F - Emergent/Wet Meadow (Farmed) - **3866 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **14821 SF**
- W - Open Water - **0 SF**

Page 26

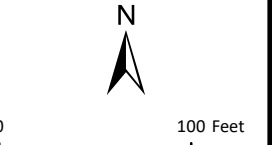
Preliminary Wetland Review

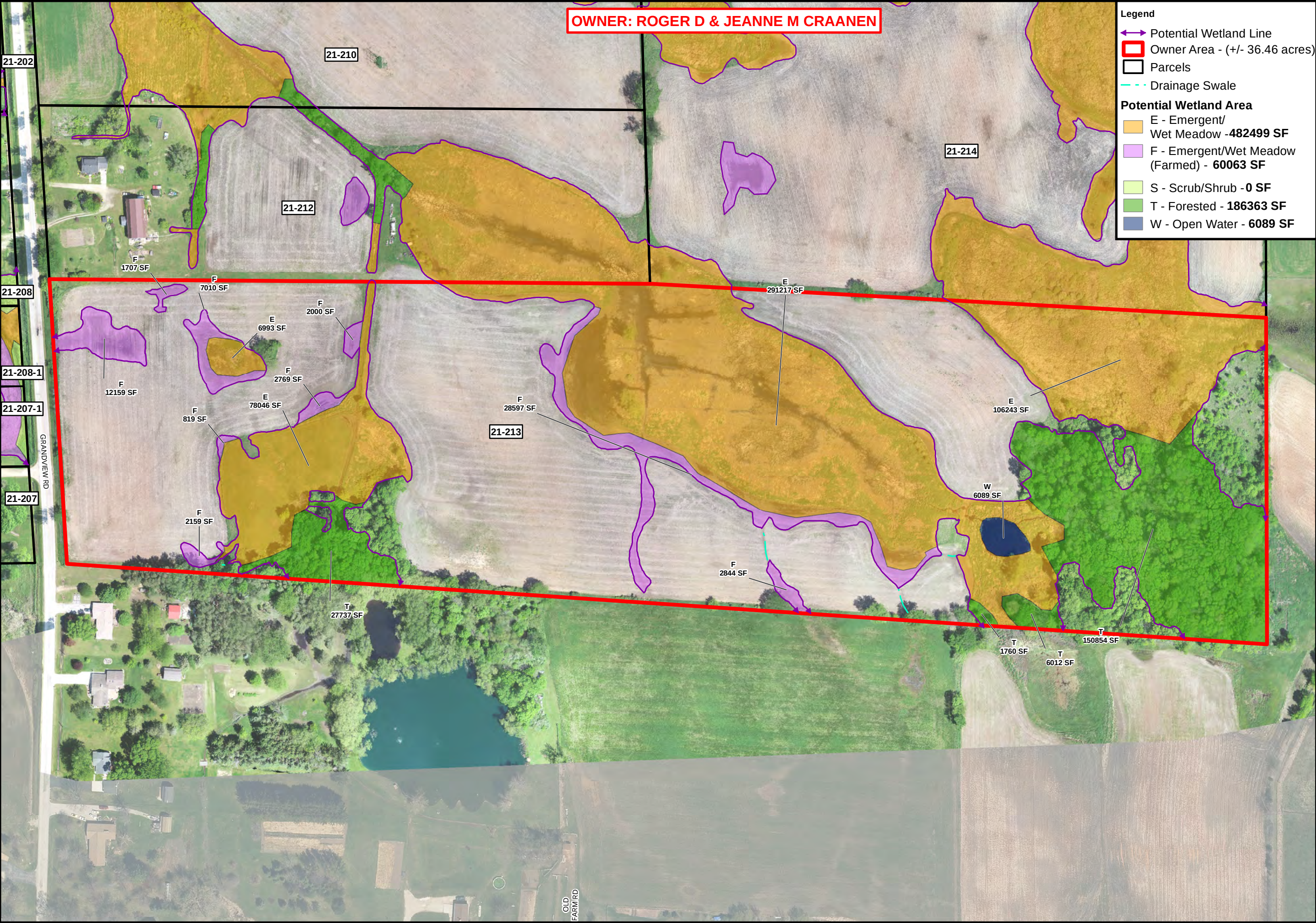
6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.





OWNER: ROGER D & JEANNE M CRAANEN

Legend

- Potential Wetland Line
- Owner Area - (+/- 36.46 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **482499 SF**
- F - Emergent/Wet Meadow (Farmed) - **60063 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **186363 SF**
- W - Open Water - **6089 SF**



ECOLOGICAL SERVICES
A Division of Robert E. Lee & Associates, Inc.

Page 27

Preliminary Wetland Review

6/28/2019

City of Green Bay

Preliminary Wetland Investigation

NES Project No. 1057061

City of Green Bay

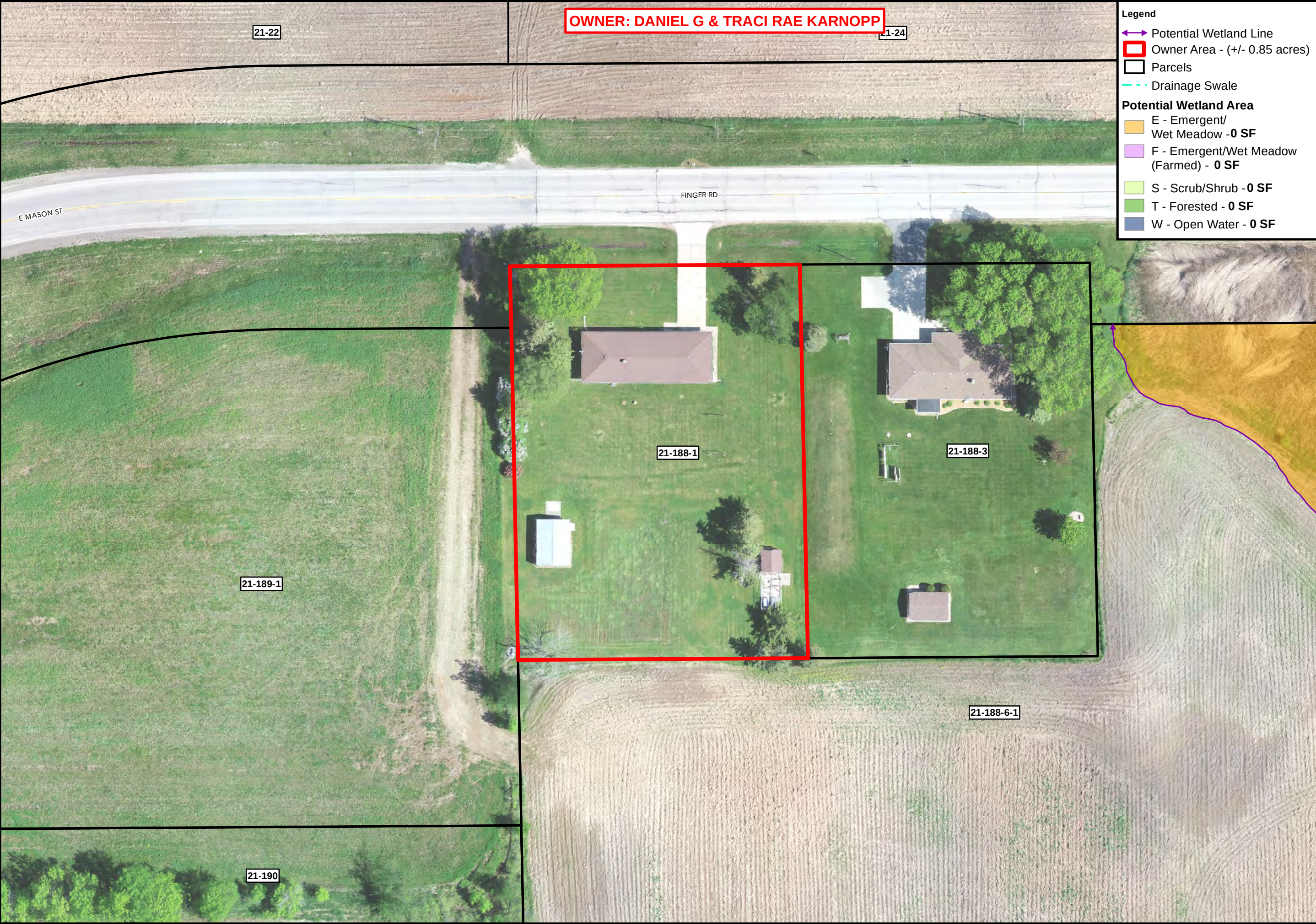
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.



0 180 Feet



OWNER: DANIEL G & TRACI RAE KARNOPP

Legend

Potential Wetland Line

Owner Area - (+/- 0.85 acres)

Parcels

Drainage Swale

Potential Wetland Area

E - Emergent/
Wet Meadow - **0 SF**

F - Emergent/Wet Meadow
(Farmed) - **0 SF**

S - Scrub/Shrub - **0 SF**

T - Forested - **0 SF**

W - Open Water - **0 SF**



City of Green Bay

Preliminary Wetland Investigation

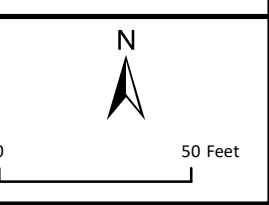
NES Project No. 1057061

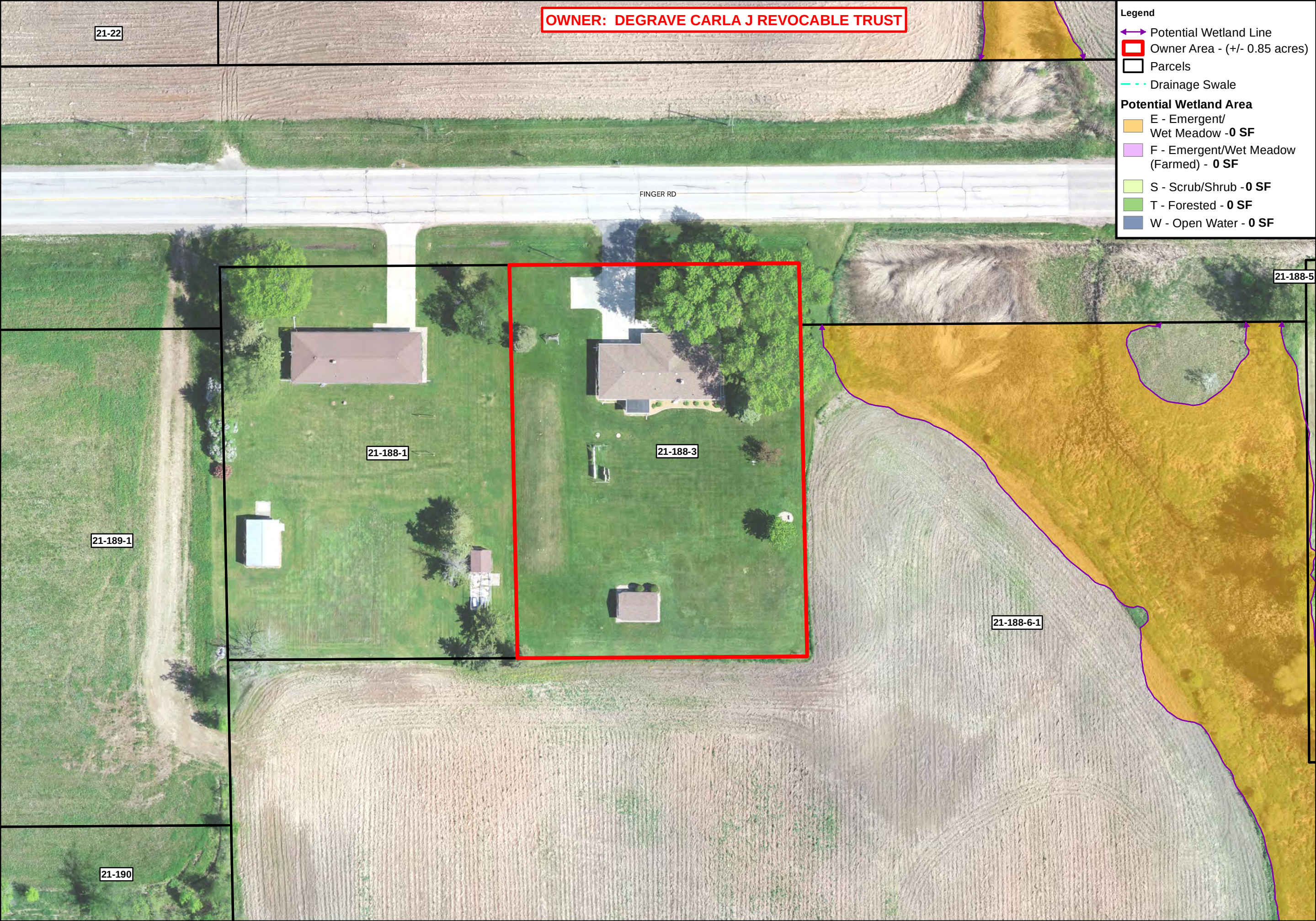
City of Green Bay

Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.





OWNER: DEGRAVE CARLA J REVOCABLE TRUST

Legend

- Potential Wetland Line
- Owner Area - (+/- 0.85 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - 0 SF
- F - Emergent/Wet Meadow (Farmed) - 0 SF
- S - Scrub/Shrub - 0 SF
- T - Forested - 0 SF
- W - Open Water - 0 SF



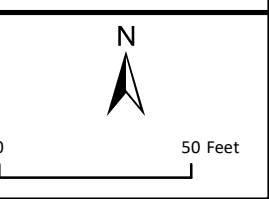
Page 29
Preliminary Wetland
Review

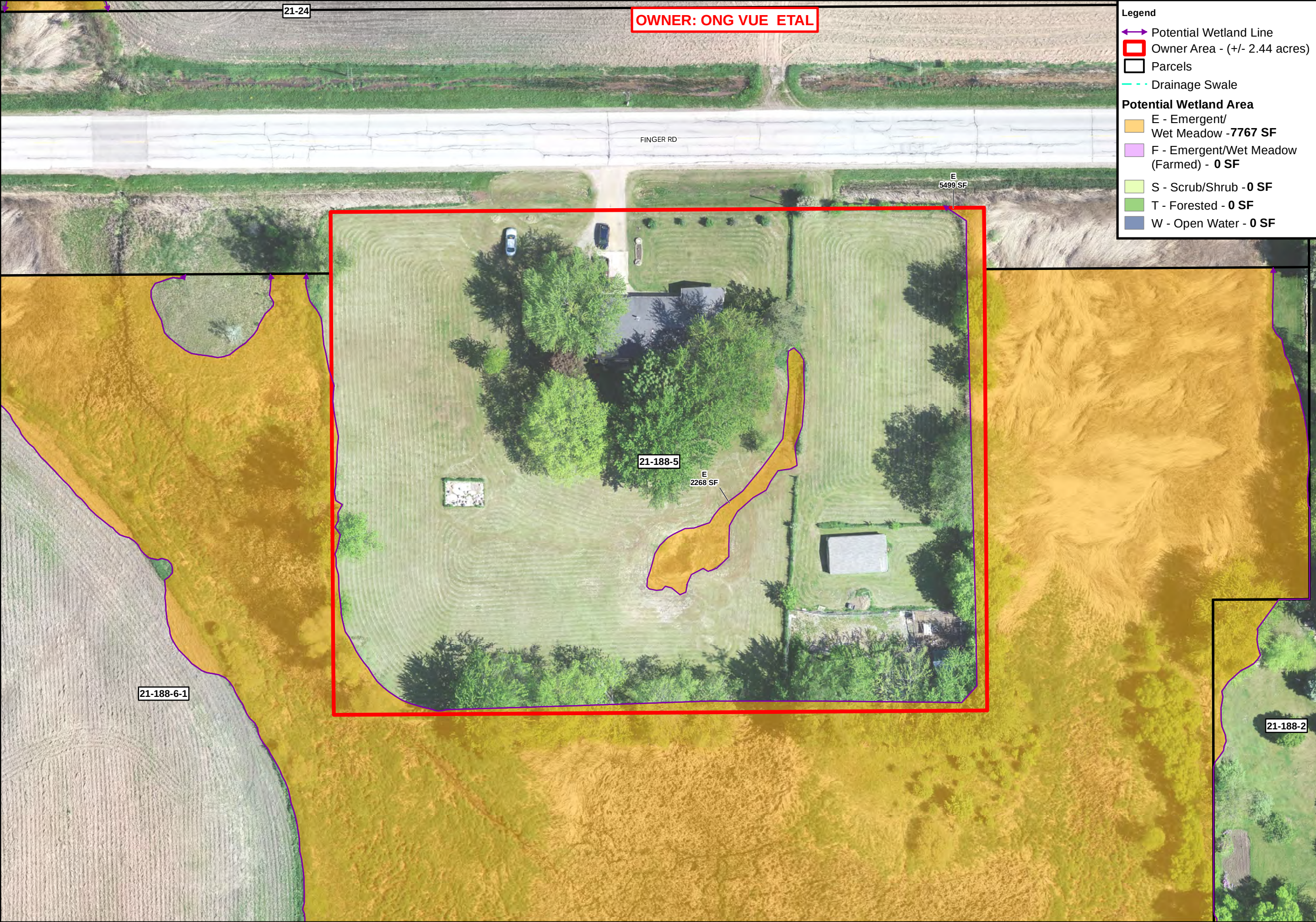
6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.





Legend

- Potential Wetland Line
- Owner Area - (+/- 2.44 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **7767 SF**
- F - Emergent/Wet Meadow (Farmed) - **0 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **0 SF**
- W - Open Water - **0 SF**



ECOLOGICAL SERVICES
A Division of Robert E. Lee & Associates, Inc.

Page 30

Preliminary Wetland Review

6/28/2019

City of Green Bay

Preliminary Wetland Investigation

NES Project No. 1057061

City of Green Bay

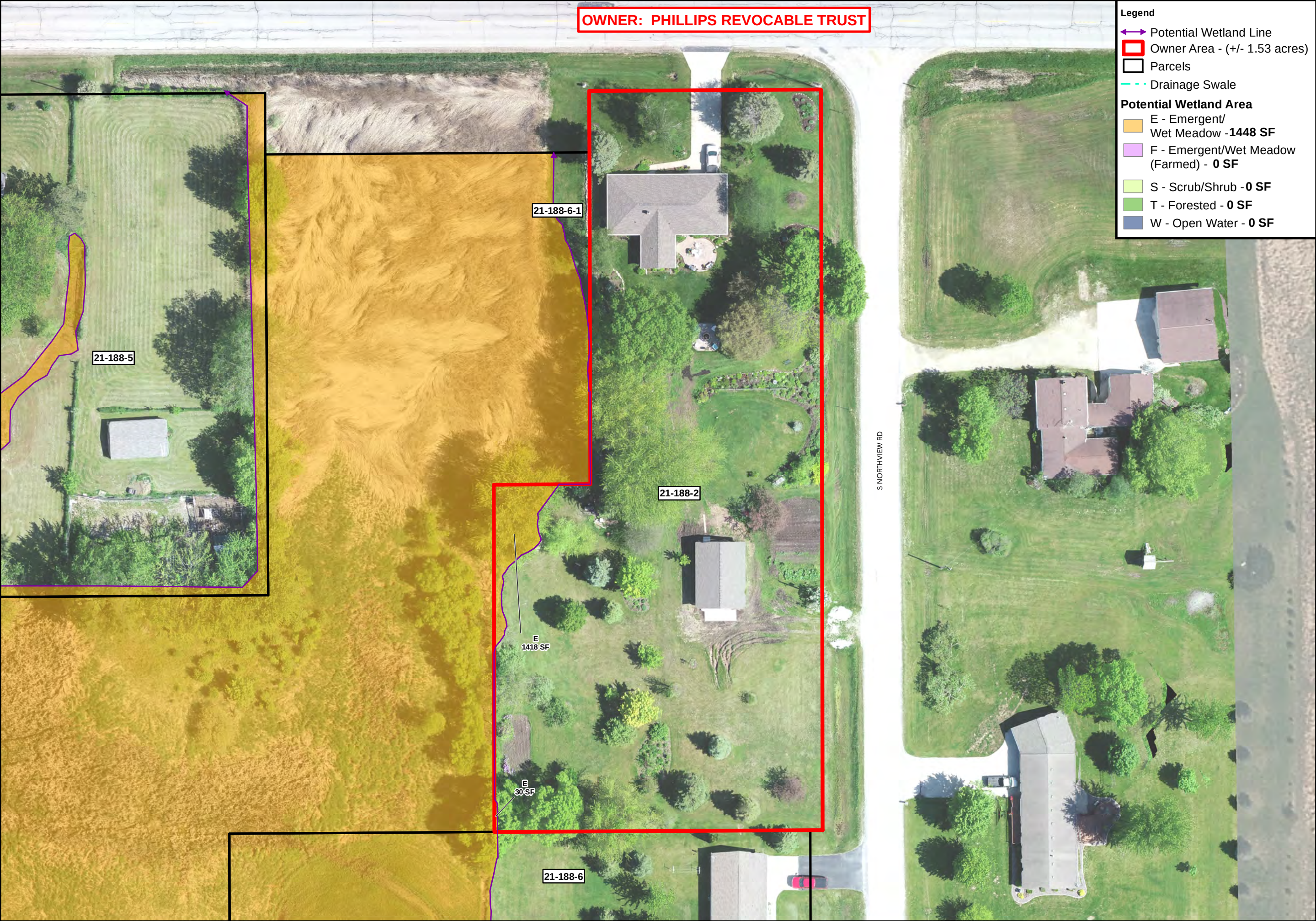
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.



0 50 Feet



OWNER: PHILLIPS REVOCABLE TRUST

Legend

- Potential Wetland Line
- Owner Area - (+/- 1.53 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow -1448 SF
- F - Emergent/Wet Meadow (Farmed) - 0 SF
- S - Scrub/Shrub -0 SF
- T - Forested - 0 SF
- W - Open Water - 0 SF

Page 31

Preliminary Wetland Review

6/28/2019

City of Green Bay

Preliminary Wetland Investigation

NES Project No. 1057061

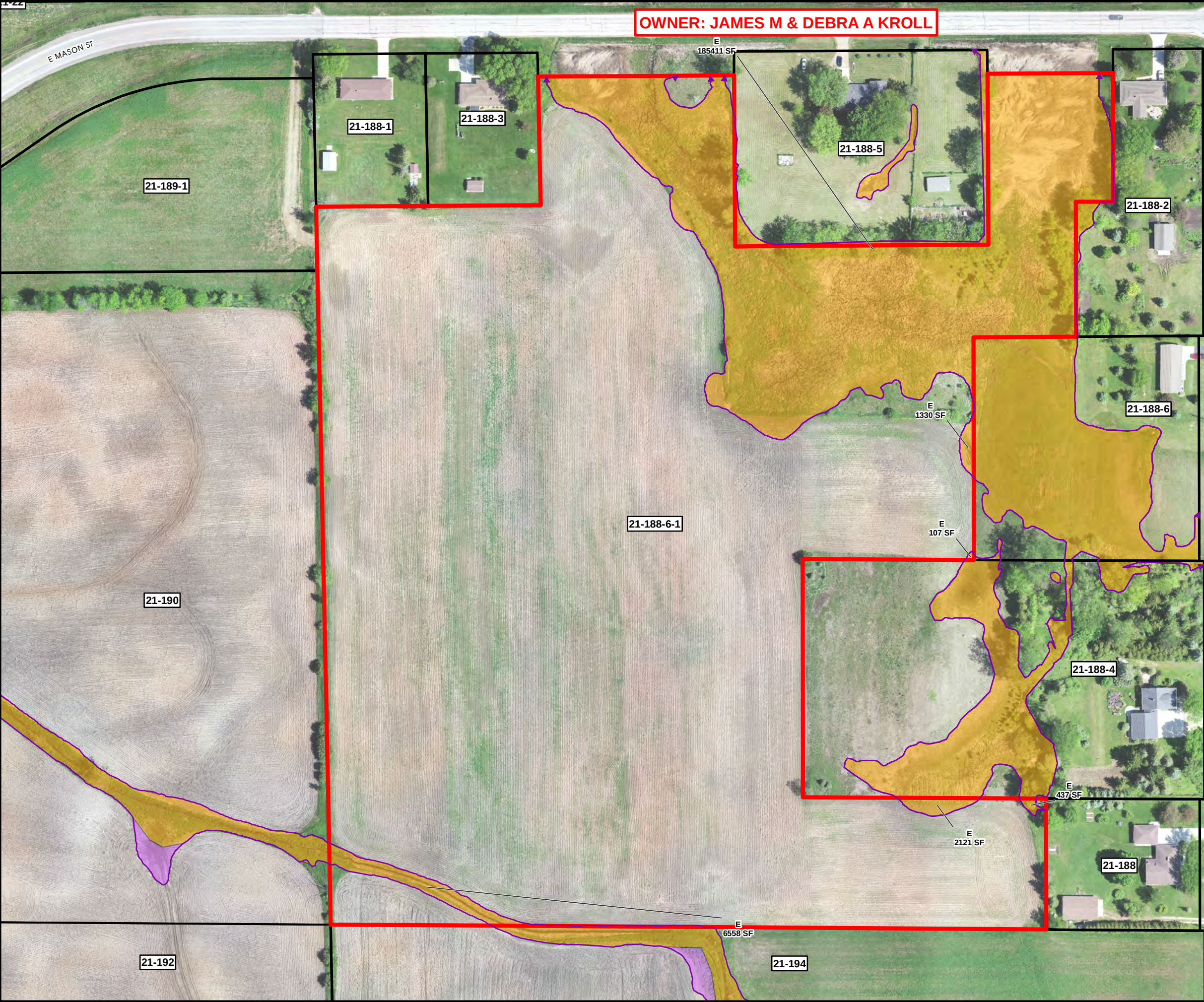
City of Green Bay

Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.

0 50 Feet



Legend

- Potential Wetland Line
- Owner Area - (+/- 23.93 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/Wet Meadow - **195964 SF**
- F - Emergent/Wet Meadow (Farmed) - **0 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **0 SF**
- W - Open Water - **0 SF**

NES
ECOLOGICAL SERVICES
A Division of Robert E. Lee & Associates, Inc.

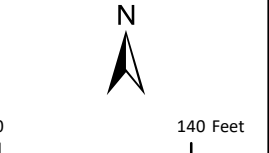
Page 32
Preliminary Wetland Review

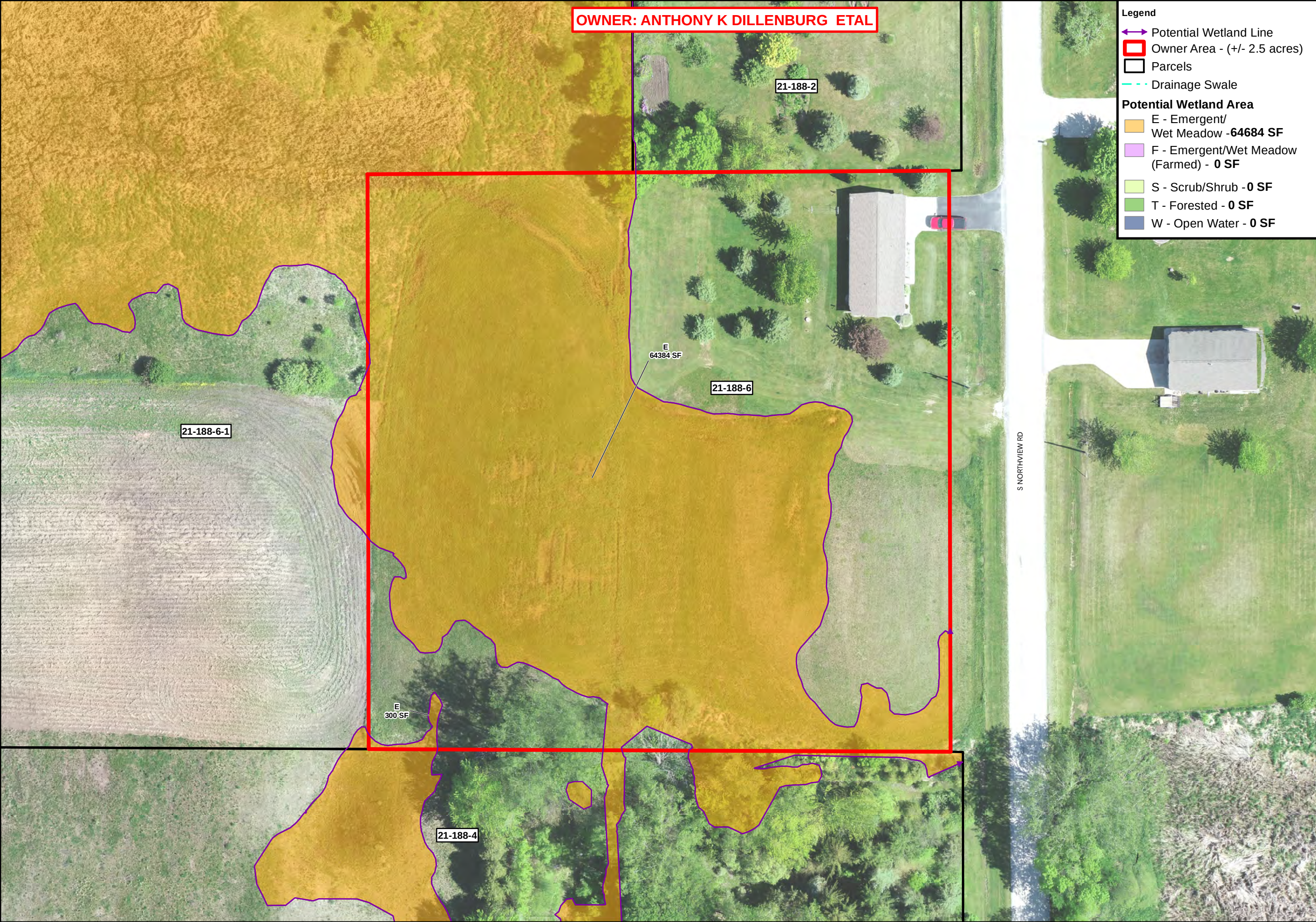
6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.





Legend

- Potential Wetland Line
- Owner Area - (+/- 2.5 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **64684 SF**
- F - Emergent/Wet Meadow (Farmed) - **0 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **0 SF**
- W - Open Water - **0 SF**



Legend

- Potential Wetland Line
- Owner Area - (+/- 4.74 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/Wet Meadow - **44068 SF**
- F - Emergent/Wet Meadow (Farmed) - **0 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **0 SF**
- W - Open Water - **0 SF**

City of Green Bay

Preliminary Wetland Investigation

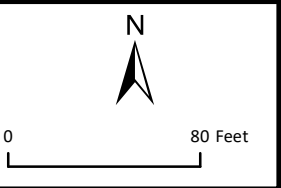
NES Project No. 1057061

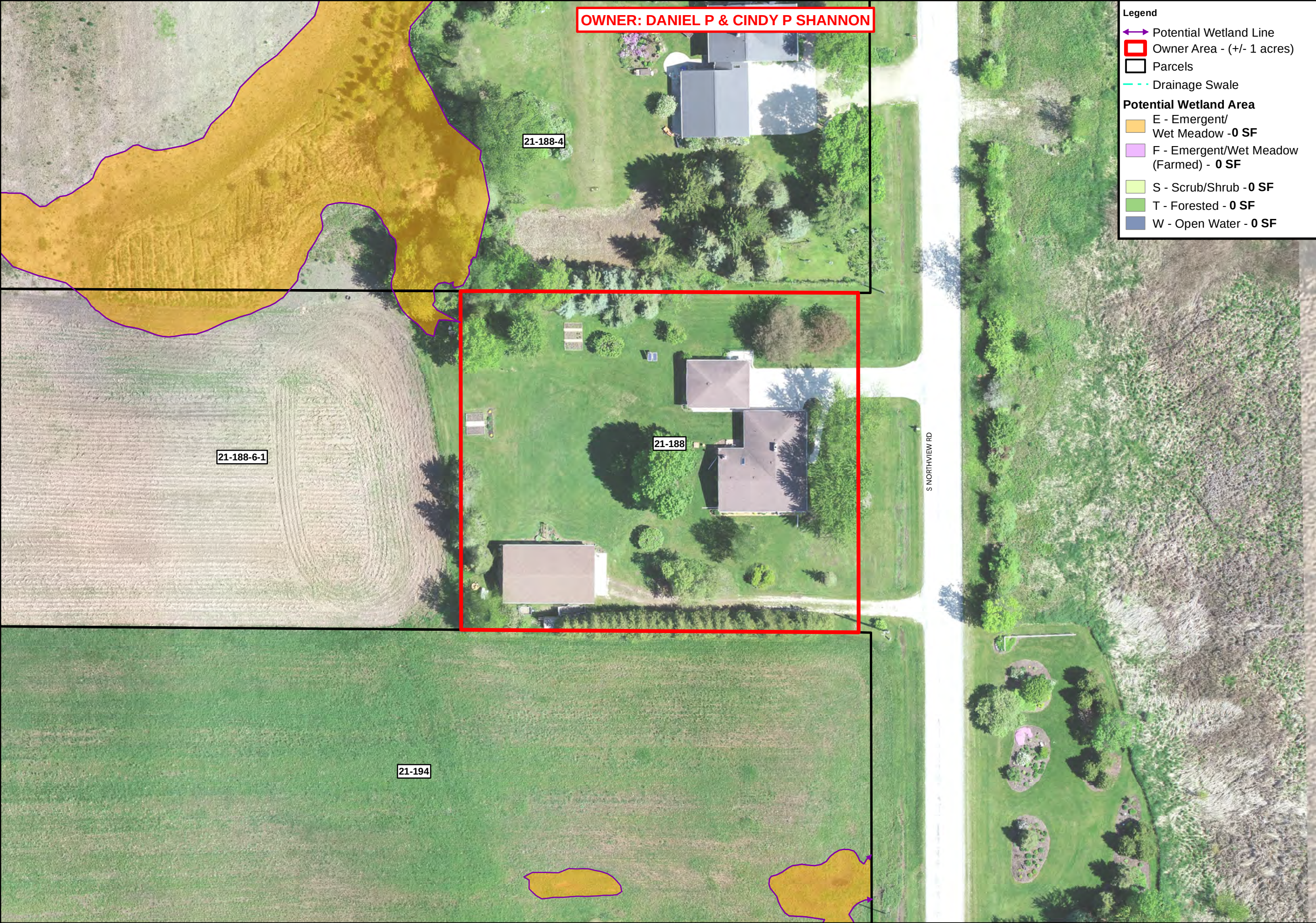
City of Green Bay

Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.





OWNER: DANIEL P & CINDY P SHANNON

Legend

- Potential Wetland Line
- Owner Area - (+/- 1 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/Wet Meadow - 0 SF
- F - Emergent/Wet Meadow (Farmed) - 0 SF
- S - Scrub/Shrub - 0 SF
- T - Forested - 0 SF
- W - Open Water - 0 SF

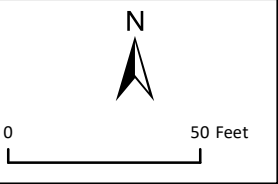


Page 35
Preliminary Wetland Review
6/28/2019

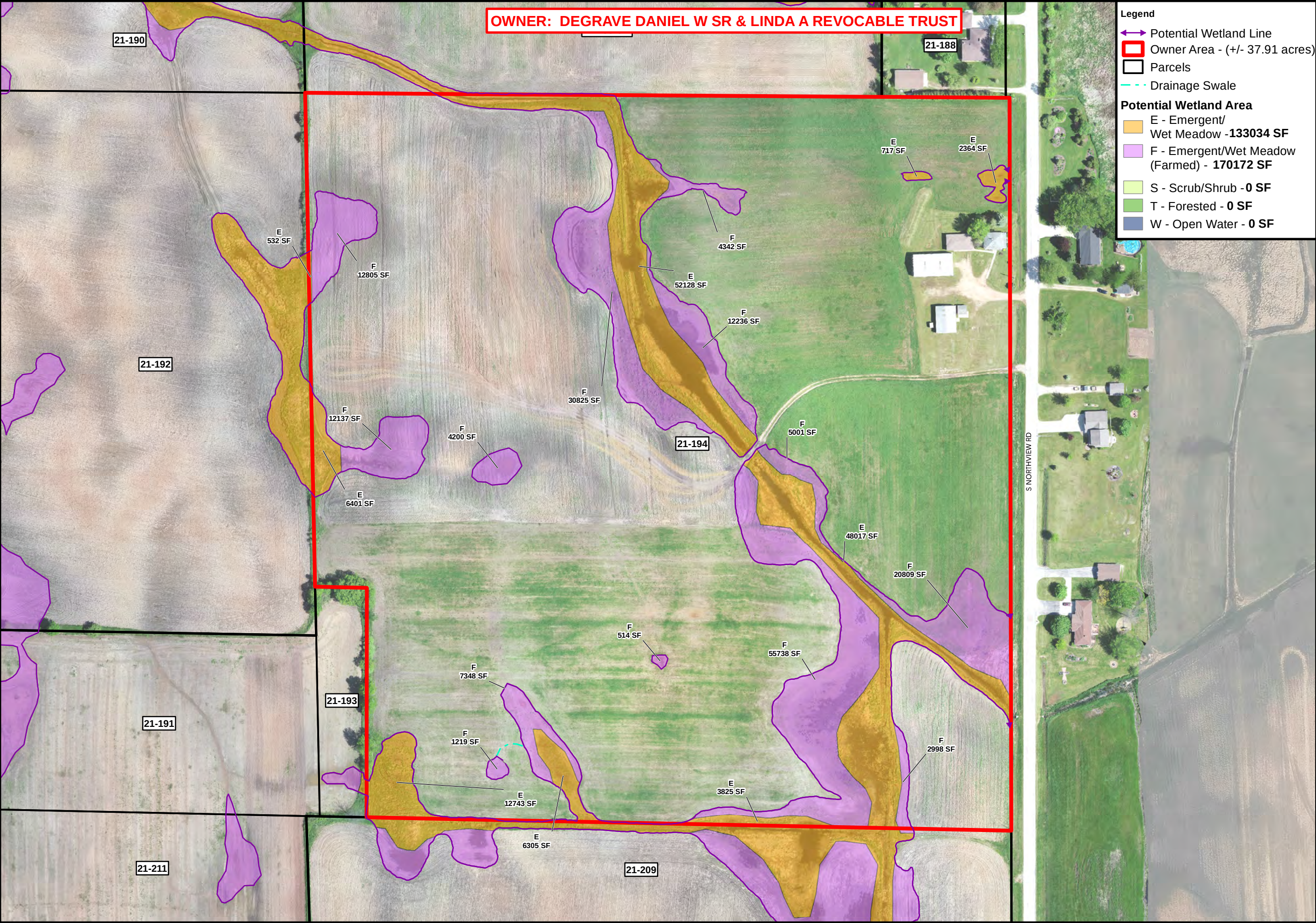
City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc.,
May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.



0 50 Feet



Legend

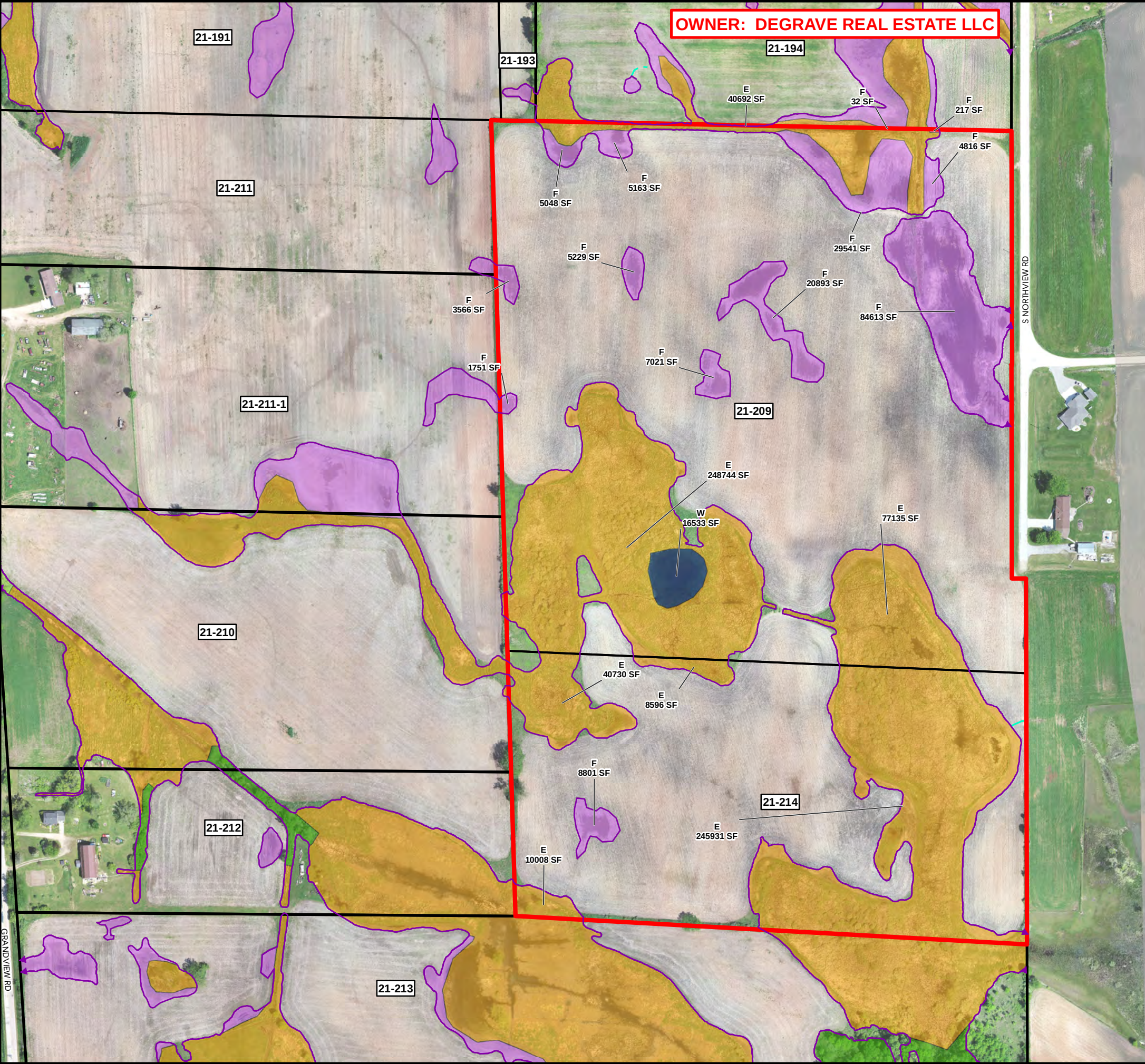
- Potential Wetland Line
- Owner Area - (+/- 37.91 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/ Wet Meadow - **133034 SF**
- F - Emergent/Wet Meadow (Farmed) - **170172 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **0 SF**
- W - Open Water - **0 SF**

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.



OWNER: DEGRAVE REAL ESTATE LLC

Legend

- Potential Wetland Line
- Owner Area - (+/- 58.03 acres)
- Parcels
- Drainage Swale

Potential Wetland Area

- E - Emergent/Wet Meadow - **671835 SF**
- F - Emergent/Wet Meadow (Farmed) - **176690 SF**
- S - Scrub/Shrub - **0 SF**
- T - Forested - **0 SF**
- W - Open Water - **16533 SF**

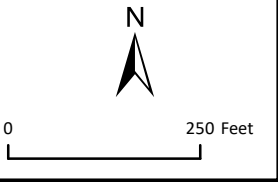


Page 37
Preliminary Wetland Review
6/28/2019

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

Sources: Robert E. Lee & Associates, Inc., May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever, either expressed or implied.

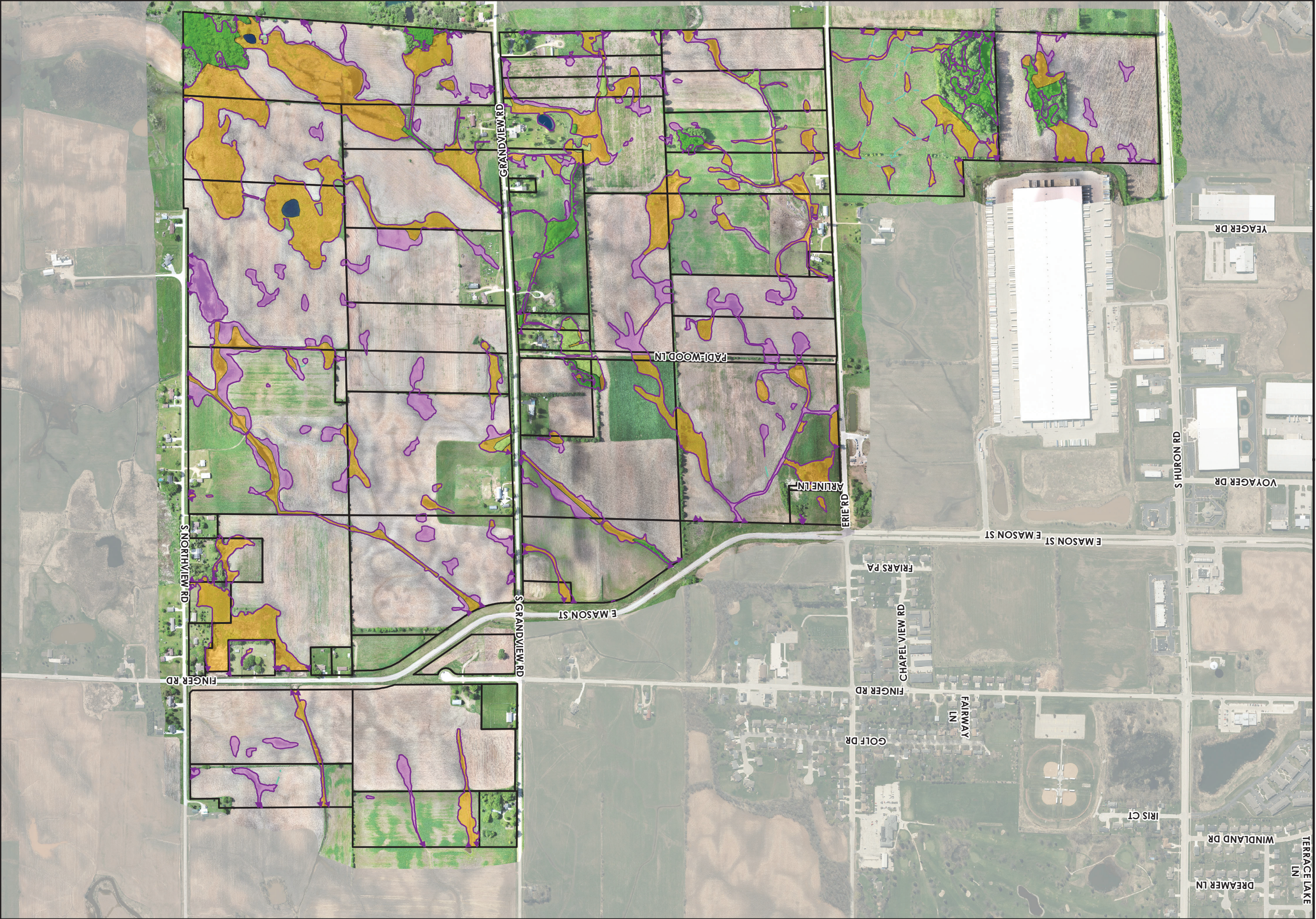


C

APPENDIX C

Summary Table of Potential Wetlands

Owner	Parcel ID	Acres	Total Potential Emergent / Wet Meadow (ft ²)	Total Potential Emergent/Wet Meadow (Farmed) (ft ²)	Total Potential Scrub/Shrub (ft ²)	Total Potential Forested (ft ²)	Total Potential Open Water (ft ²)	Total Potential Wetland (ft ²)
DEGRAVE CARLA J REVOCABLE TRUST	21-188-3	0.85	0	0	0	0	0	0
DEGRAVE DANIEL W SR & LINDA A REVOCABLE TRUST	21-194	37.91	133034	170172	0	0	0	303206
DEGRAVE REAL ESTATE LLC	21-209	38.68	366571	167890	0	0	16533	550994
	21-214	19.35	305265	8801	0	0	0	314066
GREEN BAY CITY OF	21-189	4.12	0	0	0	0	0	0
	21-189-1	3.09	0	0	0	0	0	0
	21-22	23.01	14292	18364	0	0	0	32656
	21-22-1	2.35	0	0	0	0	0	0
	21-24	17.65	26201	25587	0	0	0	51788
	ROW - ARLINE LN	0.53	6490	0	0	0	0	6490
	ROW - PADI-WOOD LN	3.84	5635	15349	12428	0	0	33412
HUMBOLDT INVESTMENTS LLC	21-21-A	10.38	39824	8394	0	0	0	48218
HURON LIMITS LLC	21-186	30.5	123093	44105	2288	56227	0	225713
JUZA FAMILY IRREVOCABLE TRUST	21-202	17.38	34644	31021	1456	62988	0	130109
PHILLIPS REVOCABLE TRUST	21-188-2	1.53	1448	0	0	0	0	1448
PIERQUET FAMILY LTD PARTNERSHIP ETAL	21-195	16.02	37048	2057	0	13507	0	52612
	21-199	34.89	177258	58306	0	0	0	235564
	21-201	28.29	90897	48139	9110	6630	0	154776
PIERQUET ROSELLA REVOCABLE TRUST	21-195-2	1.48	11598	0	0	0	0	11598
RENTMEESTER ANTOINETTE L REVOCABLE TRUST	21-190	26.25	44000	57361	0	0	0	101361
	21-192	29.49	68654	52125	9698	0	0	130477
	21-203	19.3	73888	68870	0	0	0	142758
RRL LAND LLC	21-19-1	10	9701	26939	0	0	0	36640
ANTHONY J & PATRICIA A BOULANGER	21-212	10.12	118824	3866	0	14821	0	137511
ANTHONY K DILLENBURG ETAL	21-188-6	2.5	64684	0	0	0	0	64684
DANIEL A & JUDITH RENTMEESTER	21-207-1	4.87	8851	13214	3369	0	0	25434
	21-208-1	4.85	35206	14190	9553	0	0	58949
DANIEL G & TRACI RAE KARNOPP	21-188-1	0.85	0	0	0	0	0	0
DANIEL J & DENISE E BOUCHER	21-204	0.89	4717	0	0	0	0	4717
DANIEL P & CINDY P SHANNON	21-188	1	0	0	0	0	0	0
DOLORES R HOLL ETAL	21-188-4	4.74	44068	0	0	0	0	44068
DOROTHY M ZUIDMULDER	21-187	38.06	175594	0	0	126353	0	301947
	21-205-1	9.84	25348	3417	2055	0	0	30820
GERALD J & RITA BOUCHER	21-204-2	18.69	79662	16883	0	0	0	96545
	21-205	9.81	34747	8346	3488	21011	0	67592
	21-205-2	9.85	81402	4119	0	877	0	86398
GERALD K RENTMEESTER	21-210	18.35	136947	1004	1753	2163	0	141867
JAMES K & TONIA M DEROUIN	21-202-1	1.74	5689	0	11967	3512	0	21168
	21-202-2	2.16	3840	0	28132	0	0	31972
JAMES M & DEBRA A KROLL	21-188-6-1	23.93	195964	0	0	0	0	195964
JENNA M & JOSEPH S RUST	21-208	17.5	118273	34780	9504	3678	11635	177870
JERRY R & LUANNE M OLEARY	21-206-A	0.55	0	0	0	0	0	0
JOHN J BUNKER ETAL	21-199-2	2.56	5478	0	0	0	0	5478
JOSEPH C RENTMEESTER	21-191	9.74	22507	19109	0	0	0	41616
	21-193	0.86	388	1835	0	0	0	2223
	21-211	11.09	3773	9158	0	0	0	12931
KELLY L BOUCHER ETAL	21-204-1	8.87	17926	37265	0	0	0	55191
ONG VUE ETAL	21-188-5	2.44	7767	0	0	0	0	7767
PETER T & CAROL A BLAN	21-211-1	17.34	8036	71010	0	0	0	79046
RICHARD R & CAROL J NACHTWEY	21-21	3.08	0	0	0	0	0	0
ROGER & JEANNE M CRAANEN	21-207	5.86	25474	1153	5557	0	0	32184
ROGER D & JEANNE M CRAANEN	21-213	36.46	482499	60063	0	186363	6089	735014
STUART E & CYNTHIA G FRANKOW	21-200	8.22	4007	1500	11855	10737	0	28099
THOMAS O BOUCHER ETAL	21-204-3	9.92	1341	58675	0	0	0	60016
WILLIAM G & KAREN A BOUCHER ETAL	21-205-3	9.82	13461	4205	16965	0	0	34631



Sources: Robert E. Lee
& Associates, Inc.,
May 2019 UAV Aerial

Disclaimer: Robert E. Lee & Associates, Inc.,
makes every effort to ensure this map is free
of errors but does not warrant the map or its
features are either spatially or temporally
accurate or fit for a particular use. Robert E.
Lee & Associates, Inc., provides this map
without any warranty of any kind whatsoever,
either expressed or implied.

Legend

- W - Open Water
- T - Forested
- S - Scrub/Shrub
- F - Farmed
- E - Emergent/Wet Meadow
- Potential Wetland Area
- Drainage Swale
- Parcels
- Potential Wetland Line

City of Green Bay
Preliminary Wetland Investigation
NES Project No. 1057061
City of Green Bay
Brown County, Wisconsin

6/28/2019
Overview
Map

NES
ECOLOGICAL SERVICES
A Division of Robert E. Lee & Associates, Inc.

Potential Land-Use
Composition for
I-43 Business Center – East

Potential I-43 Business
Center - East

M-F (I-43E or
Separate)

Light to Medium
Industrial.
(I-43E)

Light to Medium
Industrial.
(I-43E)

Light to Medium
Industrial.
(I-43E)

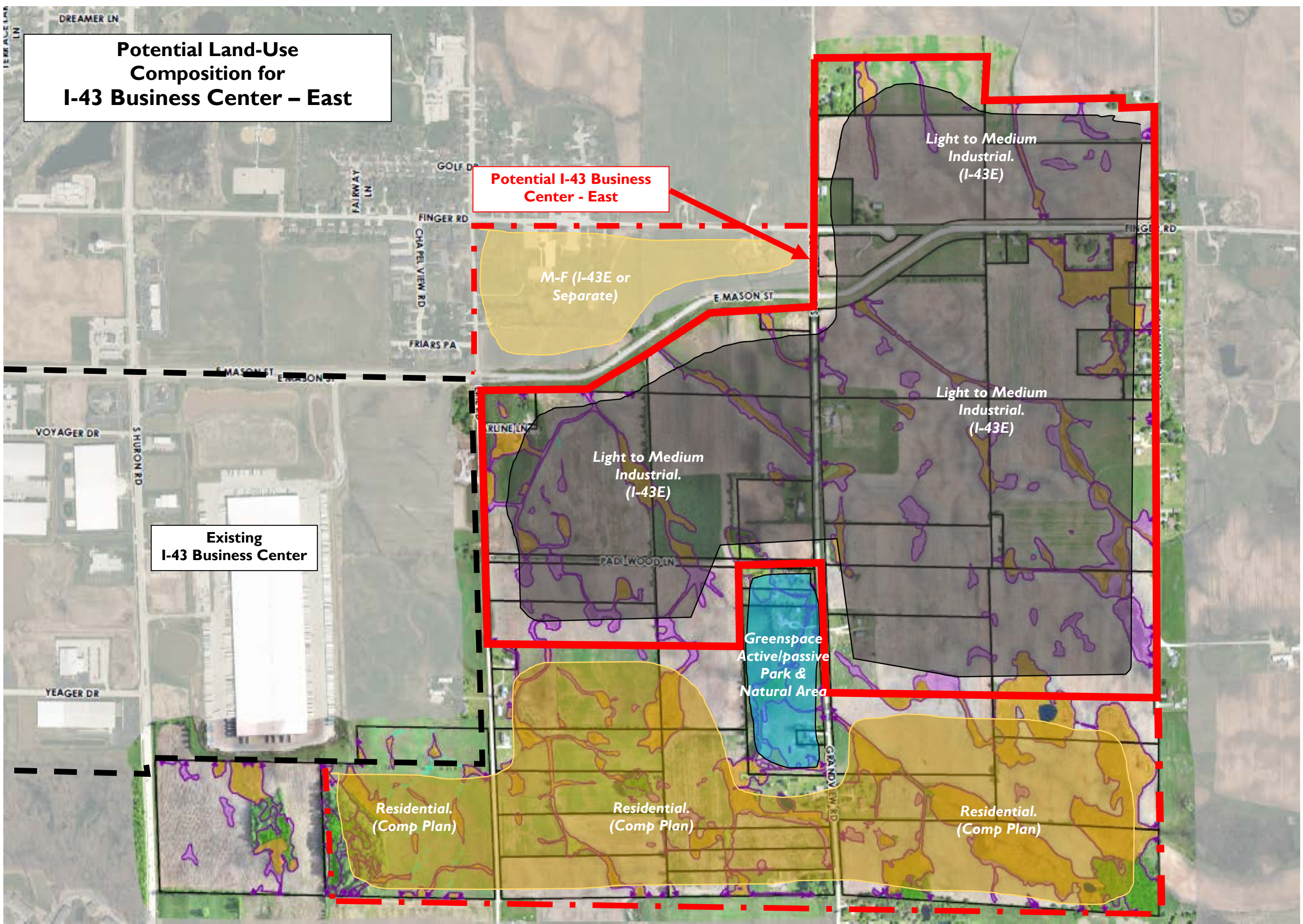
Greenspace
Active/passive
Park &
Natural Area

Residential.
(Comp Plan)

Residential.
(Comp Plan)

Residential.
(Comp Plan)

Existing
I-43 Business Center





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

MEETING DATE

December 17, 2019

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # R.2.

To enter into a professional environmental services contract with Stantec, chosen through RFP Proposal #3199.

The Common 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

The City of Green Bay was recently awarded a \$300,000 Brownfields Assessment Grant from the U.S. Environmental Protection Agency (EPA). To implement the grant, the City must contract with a qualified environmental professional to assist staff with project management, environmental inventory and assessment and public information and outreach. The environmental professional will also assist in identifying, securing, and potentially implementing additional brownfields-related funding opportunities.

The City of Green Bay's Purchasing Division coordinated a Request for Proposals (RFP), of which, four qualified vendors responded with formal submissions. An internal evaluation team scored the proposals based on the attached established criteria. The evaluation process resulted in Vendor D, Stantec, receiving the highest combined score.

RECOMMENDATION

Staff is recommending authorization to enter into a professional services agreement with Stantec for environmental services.

FISCAL IMPACT

ATTACHMENTS

- I. #3199 Ranking Summary

#3199 RFP VENDOR RANKING & PRICE SUMMARY

Department of Community and Economic Development
Professional Environmental Services for Brownfields Assessment Grant

RFP #3199

ISSUED: 11/6/19 DUE: 11/27/19

CC: 90600, 91800, 92500, 92600, 96100

Evaluation Criteria & Ranking

Total Possible Points	MINIMUM SPECIFICATIONS Proposals not to exceed \$300,000	Highest Score	----->	----->	Lowest Score
		STANTEC	AYRES ASSOCIATES	FEHR GRAHAM	CEDAR CORPORATION
30	General Experience & Qualifications of the Firm and Key Personnel Assigned to City	30	25	23	20
40	Management Outline	35	30	30	25
10	References	10	9	6	5
20	Cost	18.58	18.53	18.53	20
100	Vendor Scores (Total possible points = 100)	93.58	82.53	77.53	70

NOTES:

This was a proposal process with a budget amount not to exceed \$300,000.

The evaluation team consisted of the Department of Community and Economic Development Staff (4 members).

This proposal process started in November 2019. Proposals were due on 11/27/19. 12/3/19 the evaluation team met to discuss & score all proposals.

Award Recommendations:

Award to the highest scoring vendor Stantec that provided the best proposal for the Professional Environmental Services for Brownfields Assessment Grant project for a total cost of \$295,000.



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

MEETING DATE

December 17, 2019

PREPARED BY

Wendy Townsend, Economic
Coordinator

AGENDA ITEM # R.3.

To approve the four (4) agricultural leases for farming of the City's nine (9) parcels as presented with the new fees to take place for the 2020-2022 contract.

The Common 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

The City of Green Bay has nine parcels that have been leased for agricultural farming. We would like to continue this practice for the next three years by updating the current leases.

In addition to updating the leases, City staff has reviewed the price per acre and see that the City is well below the county average of \$137 per acre according to the nass.usda.gov 2019 information. The new proposed rates for 2020-2022 are as follows:

- Larger tracts of land: from \$100 to \$120 per acre
- Smaller tracts of land: from \$70 to \$80 per acre
- Rocky challenged soil: from \$50 to \$60 per acre

RECOMMENDATION

Staff is recommending approval of the four (4) agricultural leases for farming of the City's nine (9) parcels as presented with the new fees to take place for the 2020-2022 contract.

FISCAL IMPACT

ATTACHMENTS

- I. Farm Lease Spreadsheet 2014 - 2022



Report to the Green Bay Plan Commission

MEETING DATE

December 17, 2019

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # S.1.

To rezone 2200 Nicolet Drive, Tax Parcel 21-274-2 & 2100 Nicolet Drive, Tax Parcel 21-274-4, from General Commercial (C1) to Varied Density Residential (R3).

BACKGROUND

Reason for Request: To allow for the development of 2200 Nicolet Drive for future multi-family uses and to correct the zoning for 2100 Nicolet Drive to correspond with the existing land uses.

Surrounding Zoning and Land Uses:

SUBJECT - General Commercial (C1) and Varied Density Residential (R3) - Vacant/existing multiple family complex

NORTH - Highway Commercial (C2) - Commercial uses

SOUTH - Right-of-way

EAST - Low Density Residential (R1) - Single/two-family dwellings

WEST - Public/Institutional (PI) - Wildlife Sanctuary

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject area as Medium to High Density Residential. The requests are compliant with the future land use recommendations of the Plan.

Report: The proposal by the applicant would include rezoning 2200 Nicolet Drive from General Commercial (C1) to Varied Density Residential (R3). In addition, the Department of Community and Economic Development is recommending that the parcel located at 2100 Nicolet Drive, Tax Parcel 21-274-4, also be rezoned from General Commercial (C1) to Varied Density Residential (R3).

The apartment development, known as The Shores, was developed in the early 1990s under the First Business (B1) zoning. An update to the Zoning Code in 2006 removed multiple family dwellings from the General Commercial (C1) district, the former B1 district and only permitted residential uses above the first floor in the C1 district; existing multiple family units are considered legal-nonconforming uses. In order for the property owner to building on the vacant parcel at 2200 Nicolet Drive, the parcel will have to be rezoned to R3. Staff felt this was an opportunity to clean up the zoning at 2100 Nicolet Drive as the property is under the same ownership.

Staff is recommending approval of the requests as they are compliant with the Comprehensive Plan.

Ald. Lefebvre and adjacent property owners have been notified of the request. As of the drafting of this report, staff has received no calls regarding this request.

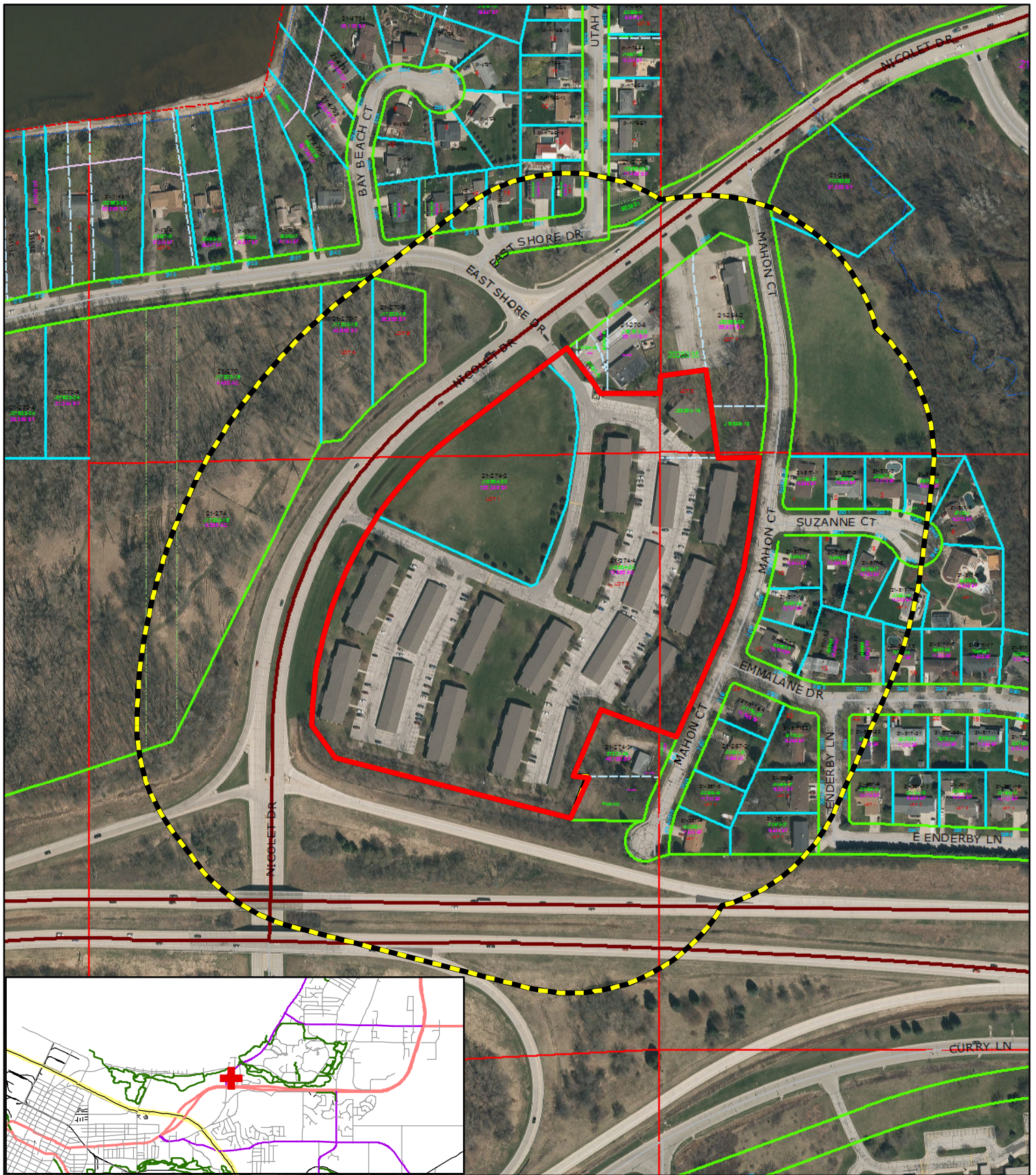
RECOMMENDATION

Approval of the requests.

FISCAL IMPACT

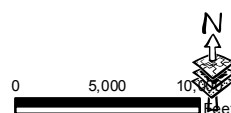
ATTACHMENTS

1. ZP 19-31 letter (I)
2. Proposed Rezoning 2100_2200 Nicolet Drive



Zoning Petition (ZP 19-31)
Proposed Rezoning
2100/2200 Nicolet Drive

- Proposed Rezoning
- 400' Property Owner Notice



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

From: [Beth Strauss](#)
To: [District Six](#); [Paul Neumeyer](#)
Subject: Proposed Rezoning 2100/2200 Nicolet Drive
Date: Monday, December 16, 2019 9:45:53 AM

Good Morning,

Upon review of the Proposed Rezoning notice, I have few questions. Unfortunately I will not be able to make the meeting this afternoon.

I live in the small neighborhood behind the BP, near the proposed site.

Adding another apartment complex to the area will increase traffic on Nicolet and East Shore Drive, these roads are already very busy during rush hour in the mornings and evenings. Getting out of our neighborhood is difficult, when all the traffic is flowing into the campus during these times as well. How does the City plan to accommodate for even more added traffic?

The trails for the Arboretum are supposed to go underneath the bridge on Nicolet, but we've had an unusually wet few years, which floods the sidewalk under the bridge. A lot of us then make the choice to cross traffic on or near the bridge going over Nicolet.

The intersection on the corner of Nicolet and East Shore Drive is also very busy to cross by vehicle, and on foot. Can you please provide a plan for this issue?

Along with added traffic would come the need for added Police presence, how does the City plan to accommodate this?

What affect will this complex have on the wildlife in our area? With the Arboretum so close, as well as the Wildlife Sanctuary, there are a large number of deer and turkeys that frequent the area. Can we get some reassurances the City has looked into the possible effects to the environment and wildlife? What research has been done?

That space is such a lush, green area in the summertime. Often you can see children and families out there, playing or having their dogs run as well. It would seem that this space would be better suited as a park for the already large number of families living in the complex, as well as our neighborhood. It would also offer a bit of green space and break up the growing number of apartment complexes on our side of town.. This neighborhood is becoming so industrial in appearance with all of these stolid looking apartments. With this proposed new complex, directly across from the Wildlife Sanctuary, it will take away from the beauty of the Sanctuary.

Lastly, how will another complex affect the property values in the surrounding, single family homes? It is my understanding that putting large complexes near single family homes, eventually deteriorates the value of these homes. Most residences in our neighborhood are long time home owners, often 2nd generation living in the same homes. I would like the City to explain what research has been done on this topic, and present it to the community.

How will I be able to access the minutes from this meeting?

Thank you for your time,

Beth & Tony Strauss
2935 Emmalane Drive
PH# 920-391-8610
bethstrauss27@gmail.com



Report to the Green Bay Plan Commission

MEETING DATE

December 17, 2019

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # S.2.

To authorize a Conditional Use Permit (CUP) to establish a live-work use within a Low Density Residential (RI) district at 900 South Jackson Street, subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.

BACKGROUND

Reason for Request: To allow for a live-work unit, commercial uses on the first floor with residences above.

Surrounding Zoning and Land Uses:

SUBJECT - Low Density Residential (RI) - Vacant first floor, residences on the second floor

NORTH - Low Density Residential (RI) - Single-family and two-family dwellings

SOUTH - Low Density Residential (RI) - Single-family and two-family dwellings

EAST - Low Density Residential (RI) - Single-family and two-family dwellings

WEST - Low Density Residential (RI) - Single-family and two-family dwellings

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as low density residential uses.

Consistency Analysis: While Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement, the proposed conditional use permit is consistent with the comprehensive plan. The proposed use of the subject property is compatible with and is not contradictory to the applicable recommended policy and the future land use map.

Report: The proposed use is a live-work use located at 900 South Jackson Street. The subject property has a Low Density Residential (RI) zoning however, the structure has a commercial past with various food establishments being located on the first floor. The first floor is currently vacant with two existing residential units located on the second floor. The lot size is approximately 6300 square feet with the structure occupying a footprint of approximately 1550 square feet. There are four parking spaces on site within limited on-street parking. The property is located within the Astor Historical District.

The petitioner wishes to reestablish the commercial kitchen use on the first floor along with a massage use located in the front of the building. The two existing residential units will be occupied by the petitioner, his wife and their sons. A letter from the petitioner is attached within this agenda.

The Planning Staff is recommending approval of the request as the establishment of live-work use blends and complements the neighborhood. Alderman Galvin, adjacent property owners within 200 feet of the property have been notified of the request. As of the drafting of this report, staff has received two calls and one email which, is attached within this agenda. The petitioner did inform immediate neighbors prior to the CUP

application, a copy of that notice is attached within this agenda.

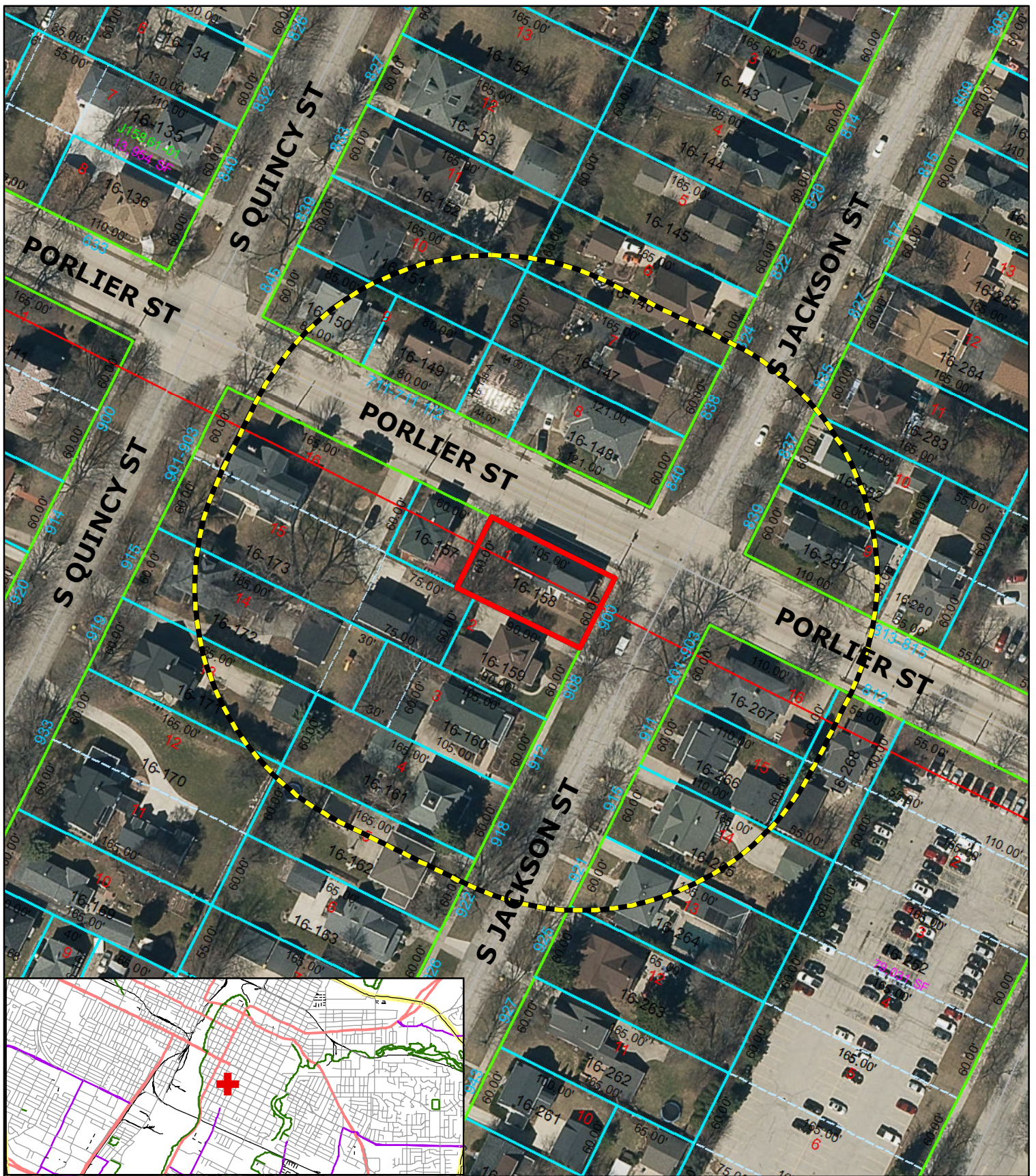
RECOMMENDATION

Approval of the request, subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.

FISCAL IMPACT

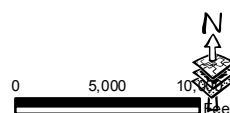
ATTACHMENTS

1. ZP 19-32 letter
2. New neighbor-VanRyzin
3. City Permit Application Info
4. Hi Neighbor



Zoning Petition (ZP 19-32)
Proposed Conditional Use Permit (CUP)
900 South Jackson Street

- Subject Area
- 200' Property Owner Notice



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

From: [Judy VanRyzin](#)
To: [Paul Neumeyer](#)
Subject: New neighbor
Date: Tuesday, December 10, 2019 6:26:06 PM

Hi Paul,
We're happy to have the new neighbors in the store-front home on our corner.

The building needs some TLC and with new owners, we generally see things looking better.

Their businesses seem very interesting, and they are nice folks who left a flyer in the door, and stopped to talk with us too.

They're more than welcome.
Judy and Mike Van Ryzin

Description for Permit

The Champion family will be moving into a farm style commercial/residential home at 900 South Jackson Street, Green Bay, WI 54301. Ace and Rachel Champion will run their business on the lower level (commercial kitchen, massage therapy, & cosmetology.) The Champion family of 4 will live in the two 2 bedroom apartments in the upper level. Rachel's business will be in the front half and Ace's business will be in the back half; where the kitchen from the previous business was located.

We went door to door and delivered letters and talked with the neighborhood who were home. We were very welcomed by all of them and they sounded excited we were moving to the neighborhood.

To learn more about each business visit us at www.chefchampion.com & www.championwb.com

Sincerely,

The Champion Family



Dear Neighbors☺,

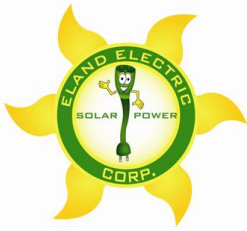
We are the Champions☺. We stopped by to tell you we are super excited to inform you we are planning on moving into 900 South Jackson Street (the Residential/ Commercial property). It will be our sons Malcolm, Noah, my wife Rachel and myself Ace.

Rachel Champion will be transferring her practice "Champion Wellness & Beauty" from De Pere to the front lower space of the building. She is a Licensed Medical Massage Therapist & Cosmetologist for over 10 year. To learn more about her business visit ChampionWB.com.

I, Ace Champion will have a kitchen and office space in the back lower space. I am a Personal Chef, Cooking Class instructor and Motivational Speaker. I also have my own Cable/TV cooking show "Cook Like A. Champion" on CW 14 locally at 12:30pm Saturdays and internationally on other networks. To learn more about myself visit ChefChampion.com

If you have any questions or concerns please feel free to call us at (920) 713-4941. We look forward to meeting and getting to know you all and be a positive addition to your neighborhood.

Sincerely,
The Champion Family

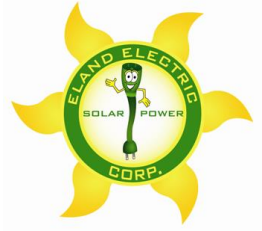


ELAND ELECTRIC CORPORATION

3154 HOLMGREN WAY • GREEN BAY, WI 54304

☎ (920) 338-6000 📠 (920) 338-6009

WWW.ELANDELECTRIC.COM



12/8/2019

Green Bay Sustainability Commission

RE: EXCESS LAMBEAU SALES TAX - SOLAR

To utilize the \$60,000 that Eland Electric was awarded, I am proposing we do this across three projects listed below.

1. **\$16,000** – Replace the solar panels and inverter at Leicht Park and repair the tracker mechanism so that they are functioning. This should result in an increase of energy output at this site of roughly 7,000 kWh.
2. **\$22,000** – Install as many solar panels as we can for the funding available at Fire #5 (2310 Finger Road). I anticipate we can install roughly 12KW here generating roughly 14,000 kWh annually. This should reduce the usage at this location by roughly 13%. May '18 – April '19 total usage was 107,760 kWh
3. **\$22,000** – Install as many solar panels as we can for the funding available at Fire #4 (2650 W Point Road). I anticipate we can install roughly 12KW here generating roughly 14,000 kWh annually. This should reduce the usage at this location by roughly 10%. May '18 – April '19 total usage was 140,240 kWh.

I would like to avoid the EV chargers at Leicht Park so that we can use the same microinverters at every site and provide a public link (scannable QR code) so that people can view the output of all city owned solar systems at the same time.

In total this will result in the annual generation of 35,000 kWh with a rough value of \$3,000/year. This amount of energy generated by solar will prevent 27.3 tons of CO2 annually from entering the atmosphere. That is the same amount of CO2 emitted from 27,000 pounds of coal burned, 2,785 gallons of gasoline consumed or 57.3 barrels of oil consumed.

Sincerely,

Jesse Michalski

Estimator/Project Manager
Eland Electric Corporation
920-338-6000
jessemi@elandelectric.com

QUOTATION VALID FOR 30 DAYS AND SUBJECT TO MATERIAL ESCALATORS.

ELECTRICAL • AUTOMATION • SOLAR • VOICE/DATA/VIDEO



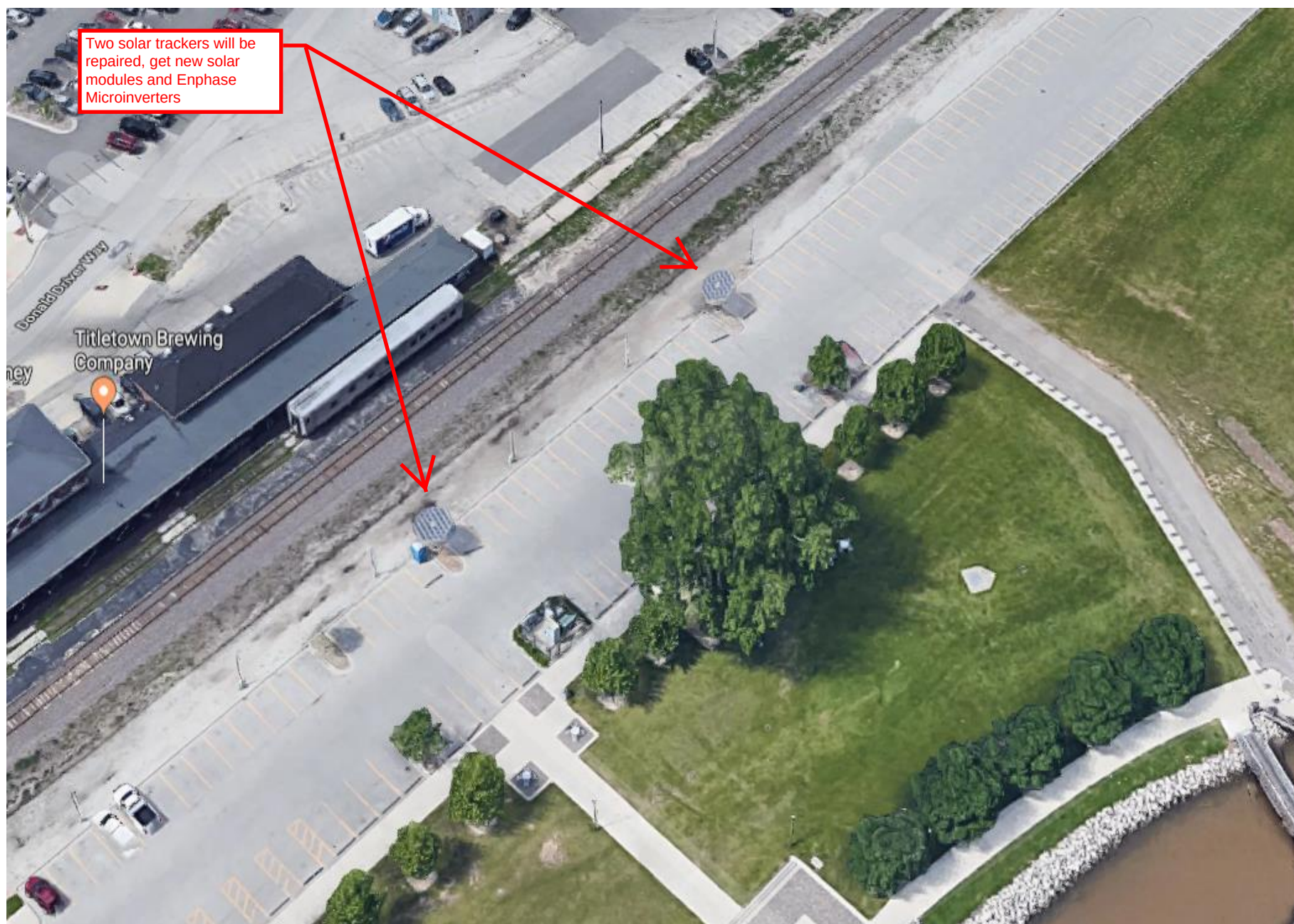
WWW.FACEBOOK.COM/ELANDELECTRICCORPORATION

STATE OF WISCONSIN ELECTRICAL CONTRACTOR #1095791

12/8/2019

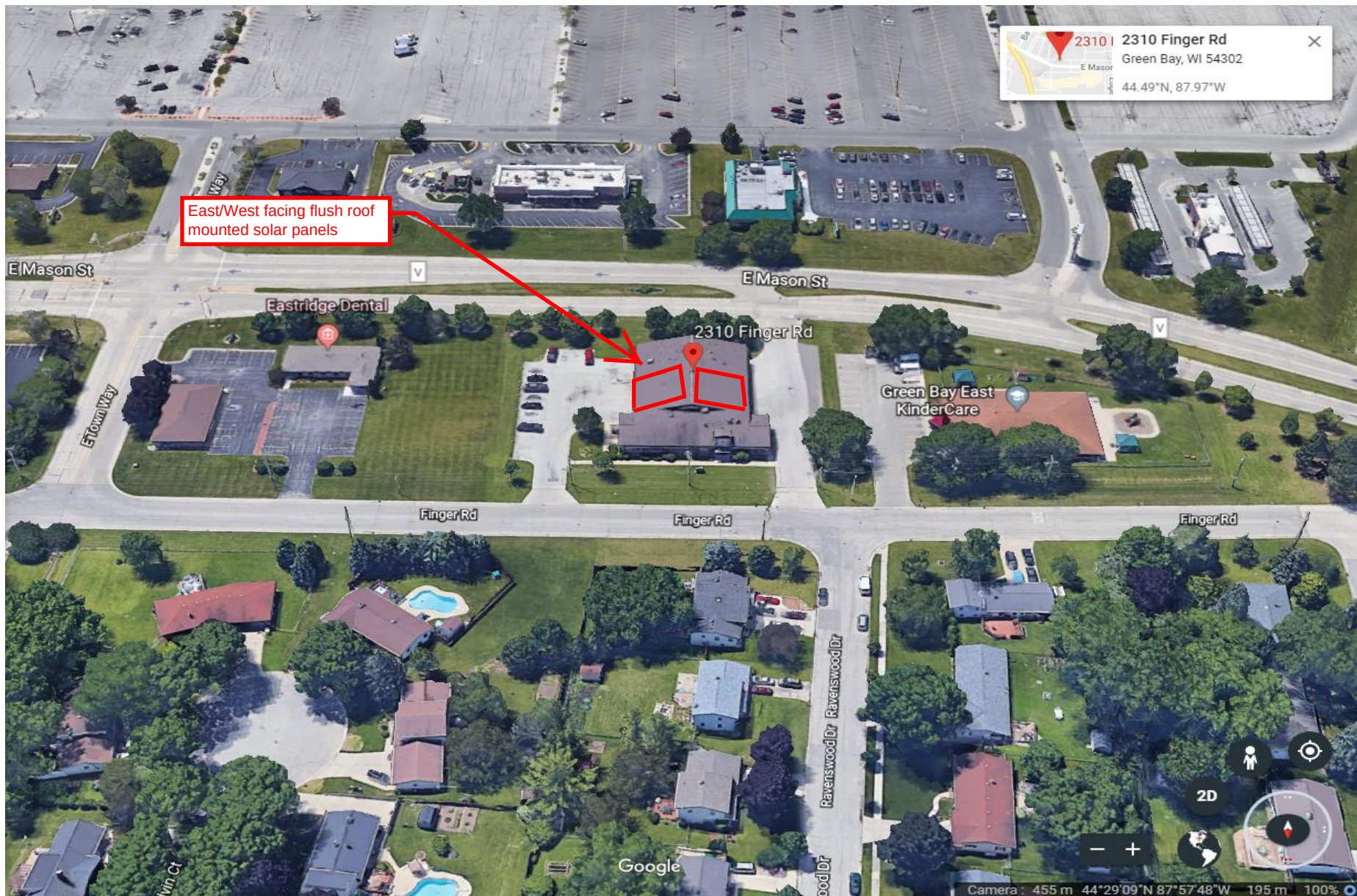
12/11/19 GB Sustainability Meeting

- 1 -

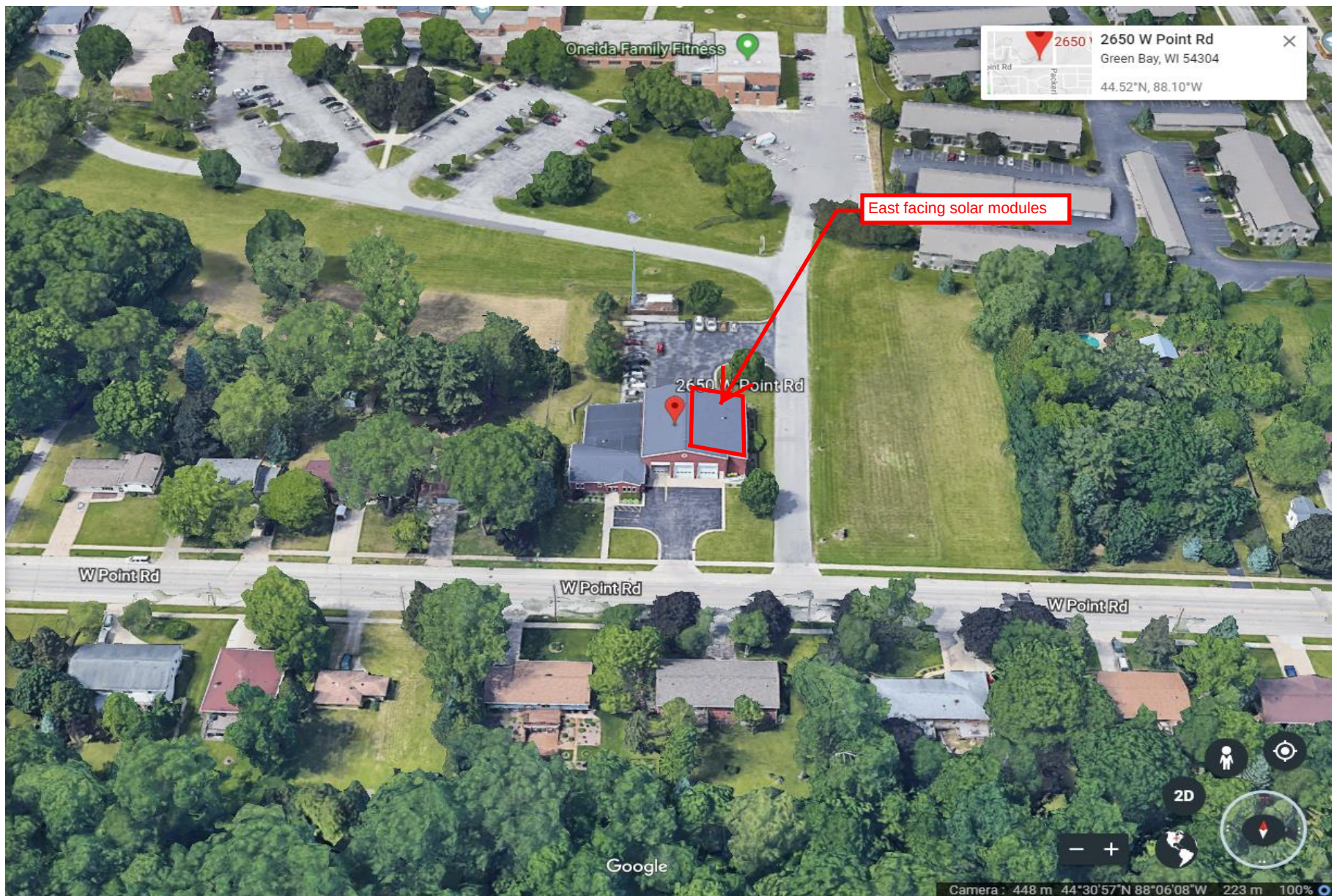


Two solar trackers will be repaired, get new solar modules and Enphase Microinverters

Tittletown Brewing Company

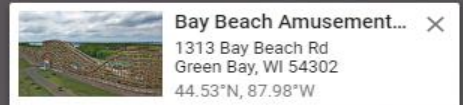


Fire #5 –2310 Finger Rd
Meter # 781243
\$746.92



Fire #4 –2650 W Point Rd
Meter # 922117
\$1,011.57

An alternative plan would be the south facing roof of the Bay Beach Pavillion



P&R – Bay Beach Pavilion -1313 Bay Beach Rd
Meter # 739259
\$1,199.86



P&R – Bay Beach Pavilion -1313 Bay Beach Rd
Meter # 739259
\$1,199.86



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year November, 2019	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 63,799.48	\$ 63,799.48			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 22,268.06	\$ 19,289.51		\$ 2,978.55	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 16,928.17			\$ 16,928.17	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 5,885.15		\$ 5,885.15		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 10,450.36		\$ 5,863.56	\$ 4,586.80	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 7,573.47			\$ 7,573.47	
Adjustment (if applicable)	\$.00			\$.00	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 1,050.00		\$ 1,050.00		
Adjustment (if applicable)	\$.00		\$.00		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 1,095.20			\$ 1,095.20	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 129,049.89	\$ 83,088.99	\$ 12,798.71	Pay This Amount \$ 33,162.19	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
(608) 261-7749

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature: [Signature] Date: 12-2-19

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: Pat R. Mauler Date: 12/3/19

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone #	Email Address
<u>Neil Basten</u>	<u>920-448-3131</u>	<u>neilba@greenbaywi.gov</u>

Detail Summary of Projects Issued

11/1/2019 to 11/30/2019

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
99192	3530 NICOLET DR..22-44-9	JON & GIOVANNA ODONAHUE	CC CUSTOMER BUILDERS	\$2,679.10	\$1,200,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY,2-STORY W/ATTACHED GARAGE EC Approved 11/5/19 EARLY START FOR FOOTING , WALL, AND T.T.S. ONLY						
99193	2946 GRAND CYPRESS LN..22-2060	DANIEL & SHIRLEY M JEANBAPTISTE	CYPRESS HOMES	\$1,868.08	\$350,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAM. HOME -2STRY. EC Approaed 11/4/19						
99290	3227 HAVEN PL..6H-834		JHC BUILDERS LLC	\$1,278.34	\$295,000.00	Pending
[01-101 - Single Family House, Detached] ATTACHED GARAGE EC APPROVED 11/12/19						
99314	2259 LAKESIDE PL..21-903	NICKY PLEMENTOSH	BRESCO BUILDERS	\$1,586.31	\$600,000.00	Pending
[01-101 - Single Family House, Detached] with attached garage -EC Approved 11/11/19						
99371	2491 REMINGTON RD..21-8041	BLUE VIPER LLC	ADAM GREEN CONSTRUCTION LLC	\$1,372.65	\$260,000.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY SINGLE FAMILY HOME W/ATTACHED GARAGE EC Approved 11/12/19						
99151	337 S QUINCY ST..14-484	ROGER TATARIAN	BORNICK CONSTRUCTION	\$467.24	\$30,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Property was gutted when purchased. Full interior remodel. New elec, Plumbing, Sheetrock. replace 1/2 the windows, finish floors. -Water Calcs supplied, in drag.						
99271	1616-1618 WALLS ST..1-2704	LLANA M SONNABEND	S SONNABEND PROPERTIES LLC	\$150.00	\$0.00	Closed
[02-434 - Single-Family Residential Building, Alteration] Owner stated work was done prior to him purchasing property						
99339	2485 VAGABOND ST..21-3203	BEN SYMES & BILL SYMES	KHL PROPERTIES	\$444.42	\$20,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] NEW FLOORS, CABINET RECONFIGURATION, BRING ELECTRICAL TO CODE, REMODEL BATHROOMS, FINISH BONUS ROOM, PAINT INTERIOR , NEW ELECTRICAL AND PLUMBING FIXTURES.						
99357	1216 REED ST..5-676-E	DAVID T PETERSON, ETAL	OWNER	\$150.00	\$7,500.00	Closed
[02-434 - Single-Family Residential Building, Alteration] HOMEOWNER PULLED PERMITS						
99369	1487 ELIZA ST..17-967	MICHAEL C HERMAN	OWNER	\$180.00	\$0.00	Pending
[02-434 - Single-Family Residential Building, Alteration] RESHEET ROCKING THE WALLS, INSULATING AND WIRING						
99377	1231 SANDIA CT ..6H-1156-9	CHAD WEININGER	OWNER	\$206.00	\$2,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] OWNER OCCUPIED DOING WORK.						
99421	1202 CLEVELAND ST..1-160	ANNA VANENKENVORT	JADIN CONSTRUCTION	\$384.26	\$12,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] One load bearing wall removed calcs in file.						
99441	916 DOUSMAN ST..5-441	CHARLES R & ELIZABETH M ANDERAS	CHARLES R & ELIZABETH M ANDERAS	\$100.00	\$300.00	Pending
[02-434 - Single-Family Residential Building, Alteration] FRAME IN 2 WALLS TO MAKE REC ROOM AREA						
99445	3367 LANGDON ST..21-7789	AUSTIN GARY R & DEBORAH K REVOCABLE TRUST	OWNER	\$368.00	\$30,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] FINISH BASEMENT, CREATING A FAMILY ROOM W/ BAR, CRAFT/BEDROOM, BATHROOM WITH SHOWER AND WORKSHOP.						
99462	318-320 N IRWIN AV..14-31-A	THOMAS F & ELAINE B DELSART	BRIAN KOCIAN	\$200.00	\$31,000.00	Pending

[02-434 - Single-Family Residential Building, Alteration] INTERIOR REMODEL

99465 324 N IRWIN AV..14-31 THOMAS F & ELAINE B DELSART BRIAN KOCIAN \$250.00 \$28,000.00 Pending

[02-434 - Single-Family Residential Building, Alteration] INTERIOR REMODEL

99473 3367 PAULA ST..22-2178 CODY J & LINDSAY SANDAHL OWNER \$205.00 \$5,000.00 Pending

[02-434 - Single-Family Residential Building, Alteration] No bedroom

99475 2012-2014 BEECH TREE CT..6H-1705 KRISTOPHER D KERSCHER SULLIVAN CLEANING AND RESTORATION \$80.00 \$12,000.00 Pending

[02-434 - Single-Family Residential Building, Alteration] 5 TRUSS REPAIR

99493 1118 DIVISION ST..5-1352-A-1 TRISHA A BACKUS OWNER \$100.00 \$1,000.00 Pending

[02-434 - Single-Family Residential Building, Alteration] EGRESS WINDOW

99499 2485 WILDWOOD DR..21-5955 FORD PATRICK & DIANE REVOCABLE TRUST MI-MAR BUILDERS INC. \$150.00 \$23,615.00 Pending

[02-434 - Single-Family Residential Building, Alteration]

99507 1416 ELM ST..8-124 COVER RENTALS LLC COVER ALL LLC \$150.00 \$10,000.00 Pending

[02-434 - Single-Family Residential Building, Alteration] removing/deleting bathroom in basement. New direct replacement windows. no structural work being done

99385 3131 WINDLAND DR..21-5353 JULIE A ROTZENBERG PANTZLAFF CONSTRUCTION \$225.00 \$33,000.00 Pending

[03-434 - Addition to Single-Multi Family Residential Units] 14'x14' SUNROOM

88595 3837 COURIER RD..21-414 B B B LLC MARTY BRICE CONSTRUCTION \$125.00 \$7,000.00 Pending

[05-645 - Raze Sungle-Family house(attached or detached)] EC Approved 11/13/19
RETURN TO FARM LAND

99256 1830 WESTERN AV..6-127-C WC MAPLE LEAF TOWNHOMES LIMITED PARTNERSHIP WODA COOPER COMPANIES \$1,014.52 \$480,000.00 Pending

[10-434 - Multi-Family Residential Building Alteration] The plan review was completed under project 89021.

99257 1834 WESTERN AV..6-127-C WC MAPLE LEAF TOWNHOMES LIMITED PARTNERSHIP WODA COOPER COMPANIES \$719.07 \$360,000.00 Pending

[10-434 - Multi-Family Residential Building Alteration] The plan review was completed under project 89021.

99258 1838 WESTERN AV..6-127-C WC MAPLE LEAF TOWNHOMES LIMITED PARTNERSHIP WODA COOPER COMPANIES \$791.67 \$360,000.00 Pending

[10-434 - Multi-Family Residential Building Alteration] The plan review was completed under project 89021.

99259 1844 WESTERN AV..6-127-C WC MAPLE LEAF TOWNHOMES LIMITED PARTNERSHIP WODA COOPER COMPANIES \$1,065.12 \$480,000.00 Pending

[10-434 - Multi-Family Residential Building Alteration] The plan review was completed under project 89021.

99260 1850 WESTERN AV..6-127-C WC MAPLE LEAF TOWNHOMES LIMITED PARTNERSHIP WODA COOPER COMPANIES \$1,065.12 \$480,000.00 Pending

[10-434 - Multi-Family Residential Building Alteration] The plan review was completed under project 89021.

99358 101 CHERRY ST..12-224 DAVID A SWANSON HJ MARTIN & SON INC \$70.00 \$4,338.00 Pending

[10-434 - Multi-Family Residential Building Alteration] ADD GLASS WALL TO EXISTING HALF WALL IN LOFT.

88242 2980 ST. ANTHONY DR..21-282 BROWN COUNTY MENTAL HEALTH CENTER MILBACH CONSTRUCTION SERVICES, CO \$1,179.00 \$0.00 Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Reconfiguring the bathrooms on the first floor

99346 2845 GREENBRIER RD..21-161-2 BAYCARE AURORA LLC MIRON CONSTRUCTION \$530.00 \$0.00 Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] REMODEL 3RD LEVEL OBSERVATION BED UNIT

99380 2845 GREENBRIER RD..21-161-2 BAYCARE AURORA LLC MIRON CONSTRUCTION \$360.00 \$0.00 Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] RM 4201 & 4204

99458 3020 WALKER DR..21-162-6 PORT CITY BAKERY INC KELLER, INC. \$220.00 \$50,000.00 Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Closing in one dock door and enlarging the other door. NO SITE WORK.

99073	1555 DOUSMAN ST..6-98-1	ZUNKER DONALD & DONNA LLP	COMMUNITY LIVING SOLUTIONS	\$6,046.38	\$2,530,000.00	Pending
--------------	-------------------------	---------------------------	----------------------------	------------	----------------	---------

[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] EC APPROVED 10/17/19; NO PLUMBING ALLOWED UNTIL PLANS RECEIVED AND PERMIT PAID.
ISSUED FOR FOOTING AND FOUNDATIONS ONLY. - PAULVC11/6/19

99311	100 E MASON ST..15-168-A-1	C M C HEARTLAND PARTNERS	EMMERT CONSTRUCTION	\$140.00	\$50,000.00	Pending
--------------	----------------------------	--------------------------	---------------------	----------	-------------	---------

[15-649 - Raze Commercial Building or other Structure] RAZING BUILDING ONLY. NO PAVEMENT, FOUNDATIONS OR CONCRETE SLAB TO BE REMOVED REMOVED AT THIS TIME. - PAULVC

99425	2370 E MASON ST..21-126-8	ENDF3DK LLC	GAUTHIER & SONS CONSTRUCTION	\$240.00	\$17,170.00	Pending
--------------	---------------------------	-------------	------------------------------	----------	-------------	---------

[15-649 - Raze Commercial Building or other Structure] RAZE FOR FUTURE BUILD. EC APPROVAL UNDER P # 88767

99439	1331 PACKERLAND DR..6H-1127-3	GREEN BAY AREA PUBLIC SCHOOL DISTRICT SOUTHWEST	GREEN BAY AREA PUBLIC SCHOOLS	\$70.00	\$0.00	Pending
--------------	-------------------------------	---	-------------------------------	---------	--------	---------

[16-*** - Temporary Office or Trailer
] CRAFT FAIR @ SOUTHWEST HIGH SCHOOL

86690	3065 SITKA ST..21-52	DANIEL A SCHMIDT	JAMES KASSNER CONSTRUCTION, INC.	\$2,454.25	\$1,200,000.00	Pending
--------------	----------------------	------------------	----------------------------------	------------	----------------	---------

[17-438 - New Garage or Carport] EC Approved 4/12/19

88996	1004 WILSON AV..18-277	JAMES E & WANDA L SAUNDERS	JDW CONSTRUCTION INC	\$100.00	\$3,000.00	Pending
--------------	------------------------	----------------------------	----------------------	----------	------------	---------

[17-438 - New Garage or Carport] 9x20
-3' away from current garage.

99288	2075 FAWN LN..6H-2477	MARC V & JANET TACKMIER	OWNER	\$257.00	\$12,000.00	Pending
--------------	-----------------------	-------------------------	-------	----------	-------------	---------

[17-438 - New Garage or Carport] 20x30 detached
Driveway amendment to site plan in drag file 11/27/19 P.O. Adding driveway to new garage off existing driveway.

99303	714 ELMORE ST..5-1075	MARY A & SUSAN M KOLAKOWSKI	OWNER	\$50.00	\$0.00	Pending
--------------	-----------------------	-----------------------------	-------	---------	--------	---------

[17-438 - New Garage or Carport] LEAVING OLD GARAGE SLAB IN PLACE

99374	1011 RAYMOND ST..2-1216	BASTEN PROPERTIES LLC	FISHER BUILDING & REMODELING, LLC	\$80.00	\$500.00	Pending
--------------	-------------------------	-----------------------	-----------------------------------	---------	----------	---------

[18-438 - Remodel Garage or carport or Shed]

99510	1704 10th AV..1-1215	ALBERTO & MARIA G GAMBOA, ETAL	OWNER	\$80.00	\$0.00	Pending
--------------	----------------------	--------------------------------	-------	---------	--------	---------

[18-438 - Remodel Garage or carport or Shed] ADDING EGRESS WINDOW IN THE BEDROOM

99459	1921-1923 FIESTA LN..21-495	JAMES MCKEEFRY	OWNER	\$50.00	\$1,500.00	Pending
--------------	-----------------------------	----------------	-------	---------	------------	---------

[21-649 - Demolition of all Other Buildings or Structures] Dan Shadian brought in letter from the owner to raze his garage. 11/27/19 Case # 100333

99323	1557 CEDAR ST..19-116	RIGOBERTO MORENO	OWNER	\$200.00	\$1,200.00	Pending
--------------	-----------------------	------------------	-------	----------	------------	---------

[22-328 - Shed, Yard Building] 8'-7" x9'-10" SHED

99325	1196 ELMORE ST..5-1312-1	STEVEN A & MARCIA A SHEFCHIK	OWNER	\$50.00	\$1,400.00	Closed
--------------	--------------------------	------------------------------	-------	---------	------------	--------

[22-328 - Shed, Yard Building] INSTALL NEW PREFAB VINYL SHED FROM FLEET FARM MODEL 3265 SKU 006633283 LIFETIME BRAND. WILL REMOVE OLD SMALL SHED.

99373	2638 MARY JO CT..21-4516	ISADORA E & FREDRICK R ASMAN	TUFF SHED	\$50.00	\$3,600.00	Pending
--------------	--------------------------	------------------------------	-----------	---------	------------	---------

[22-328 - Shed, Yard Building] 10 X 10 YARD SHED FOR SW BACK CORNER OF LOT

99382	500 BEVERLY RD..21-1243	GREEN BAY CITY OF	LAKESHORE MINI BARNs	\$0.00	\$3,694.00	Pending
--------------	-------------------------	-------------------	----------------------	--------	------------	---------

[22-328 - Shed, Yard Building] 12 X 16 SHED

99386	1527 LEO ST..6-1711	THOMAS E & CYNTHIA A MILES	OWNER	\$50.00	\$500.00	Closed
--------------	---------------------	----------------------------	-------	---------	----------	--------

[22-328 - Shed, Yard Building] 10 x 12 YARD SHED

99387	543 DELWICHE RD..21-4603	BRUCE ORLIKOWSKI	OWNER	\$50.00	\$1,300.00	Pending
--------------	--------------------------	------------------	-------	---------	------------	---------

[22-328 - Shed, Yard Building] 8 X 10 POLY RESIN YARD SHED. COSTCO. LIFETIME BRAND MODEL 60056

99399	1204 ST. AGNES DR..6-1030	BREANNA L BARRETTE	OWNER	\$50.00	\$3,000.00	Pending
--------------	---------------------------	--------------------	-------	---------	------------	---------

[22-328 - Shed, Yard Building] 10 X 14 YARD SHED

99158	2895 PARKWOOD DR..6H-1205-1	JEREMY L & APRIL C BORCHARDT	TUNDRALAND	\$100.00	\$33,464.00	Pending
--------------	-----------------------------	------------------------------	------------	----------	-------------	---------

[23-434 - Deck, Porch, Patio]

99296	1009 NICOLET AV..2-843	DAVID D & TRACI I ROBINSON	OWNER	\$100.00	\$800.00	Pending
--------------	------------------------	----------------------------	-------	----------	----------	---------

[23-434 - Deck, Porch, Patio] owner stated they occupy the residence and daughter lives there. O.K per Paul Van Calster to issue.

99349	902 MATHER ST..18-853	DAWN M BYRNE	OWNER	\$50.00	\$1,400.00	Closed
--------------	-----------------------	--------------	-------	---------	------------	--------

[23-434 - Deck, Porch, Patio] OWNER WILL ADD HAND RAIL LEFT SIDE OF STEPS. REPAIR REPLACE FRONT STEPS LIKE IN KIND. OK PER PAUL VAN CALSTER APPROVE AND CLOSE

99351	1419 KURTZ AV..17-1090	TARA N ROSSMAN	AAA PLUS CONSTRUCTION	\$50.00	\$800.00	Closed
--------------	------------------------	----------------	-----------------------	---------	----------	--------

[23-434 - Deck, Porch, Patio] 4 X 4 WOOD

99361	874 DIVISION ST..5-1412	CONNIE A WOODKE	BILL BADTKE CONTRACTING	\$100.00	\$500.00	Pending
--------------	-------------------------	-----------------	-------------------------	----------	----------	---------

[23-434 - Deck, Porch, Patio] DECK BUILT BY UNLICENSED CONTRACTOR. CONTRACTOR PULLING PERMIT WILL INSURE CODE VIOLATIONS ARE ADDRESSED.

99388	534 3rd ST..2-159	DANIEL J BIGELOW	KRAUSE CONSTRUCTION LLC	\$100.00	\$3,000.00	Pending
--------------	-------------------	------------------	-------------------------	----------	------------	---------

[23-434 - Deck, Porch, Patio] Exact replacement

99410	934 S CLAY ST..17-57	TAMMY S & JEFFREY R VANBEAVER	JOE'S CUSTOM REMODELING	\$100.00	\$10,000.00	Pending
--------------	----------------------	-------------------------------	-------------------------	----------	-------------	---------

[23-434 - Deck, Porch, Patio] REFACE COVERED PORCH, MOVE ENTRY DOOR OUT 2 FT, BUILD NEW SET OF STEPS. ALL EXISTING FOOTING AND FRAMING.

99431	1174 STUART ST..14-990	KELLY SCHELLIN	HME HOME MEDICAL	\$50.00	\$5,238.30	Pending
--------------	------------------------	----------------	------------------	---------	------------	---------

[23-434 - Deck, Porch, Patio] FROM FRONT DOOR TO LANDING AND EXTEND DOWN SIDE OF HOUSE. MANUFACTURED ALUMINUM

99481	343-345 N ASHLAND AV..5-1057	PHILLIP & MICHELLE BREDAEL	THE REMODEL SHOP	\$50.00	\$500.00	Pending
--------------	------------------------------	----------------------------	------------------	---------	----------	---------

[23-434 - Deck, Porch, Patio] JUST DECKING REPLACEMENT AND GUARDRAILS

99341	2320 CALVIN CT..21-3775	ROBERT L & KAREN E GORDON	B&B BASEMENT REPAIRS LLC	\$50.00	\$5,527.00	Pending
--------------	-------------------------	---------------------------	--------------------------	---------	------------	---------

[28-434 - Foundation Repair] EXCAVATE IN FRONT OF ENTRY TO GARAGE FOUNDATION WALL DOWN TO FOOTING, WATERPROOF WALL AND INSTALL DRAIN TILE IN EXCAVATED AREA AND DRAIN TO EXISTING PIT

99347	1380 PORLIER ST..17-513	WAYNE A & BRENDA F VAUGHAN	ABT FOUNDATION SOLUTIONS	\$50.00	\$19,995.00	Pending
--------------	-------------------------	----------------------------	--------------------------	---------	-------------	---------

[28-434 - Foundation Repair] 220 SQ FT WALL TEAR OUT AND REBUILD - 55' 2' DIG

99430	1712 JUNIPER DR..21-1110-M-124	KAREN A KYLES	GROWTH CAPITAL LLC	\$50.00	\$3,000.00	Pending
--------------	--------------------------------	---------------	--------------------	---------	------------	---------

[28-434 - Foundation Repair] backfill with stone

88848	344 N HENRY ST..21-1218-1	TAFG PROPERTIES LLC	HANDS LLC	\$70.00	\$7,000.00	Pending
--------------	---------------------------	---------------------	-----------	---------	------------	---------

[33-*** - Roofing]

99352	745 ONTARIO RD..21-173-5	PFI WISCONSIN LLC	PYRAMID SERVICE	\$70.00	\$90,000.00	Closed
--------------	--------------------------	-------------------	-----------------	---------	-------------	--------

[33-*** - Roofing] REPLACE SHINGLES

99426	1450 S CHESTNUT AV..1-972	DAVID W NANIOT	GROWTH CAPITAL LLC	\$50.00	\$7,700.00	Pending
--------------	---------------------------	----------------	--------------------	---------	------------	---------

[33-*** - Roofing] REPLACE SOME SHEETING AND SHINGLES

99479	1705 S RIDGE RD..1-2434	AARON M KRAUS	KRAUSE CONSTRUCTION LLC	\$100.00	\$3,000.00	Pending
--------------	-------------------------	---------------	-------------------------	----------	------------	---------

[34-*** - Window, Door, Replacement] Egress window

99496	1301 LAWE ST..17-475	T & F PREFERRED PROPERTIES LLC	MARTELL CONSTRUCTION	\$50.00	\$6,500.00	Pending
--------------	----------------------	--------------------------------	----------------------	---------	------------	---------

[35-*** - Driveway Expansion] Add second driveway off Lawe St and new apron. Complete Apron on S Irwin St. Currently a two unit 2 driveways permitted.

99254	739 S JACKSON ST..14-589	DAVID L & MARY I PATTERSON	CUSTOM FENCE	\$50.00	\$1,832.81	Pending
--------------	--------------------------	----------------------------	--------------	---------	------------	---------

[36-*** - Fence] OWNER REQUESTED PERMIT - INSTALL 41 FT. OF 6 FT. SAND COLORED BINYL FENCE IN BACK PART OF PROPERTY.

99295	1079 LANGLADE AV..1-1396-C	RONALD BAETEN	OWNER	\$50.00	\$1,500.00	Pending
[36-*** - Fence]						
99324	3305 PEBBLE BEACH CT..22-1688	DROSSART DANIEL R TRUST	CUSTOM FENCE	\$50.00	\$5,450.71	Closed
[36-*** - Fence] ALUMINUM FENCE						
99340	124 S ROOSEVELT ST..14-934	CHRISTOPHER C NIKOLAI	WHIRLWIND POSTHOLES & FENCING, LLC	\$50.00	\$5,832.00	Pending
[36-*** - Fence] 6' HIGH PRIVACY WOOD						
99348	1147 PORLIER ST..17-117	STEVEN M & LAURETTA R LAMBERT	WHIRLWIND POSTHOLES & FENCING, LLC	\$50.00	\$6,686.00	Pending
[36-*** - Fence] INSTALL 96' OF 6' TALL BUFFTECH WHITE SMOOTH SOLID VINYL FENCE WITH LATTICE ACCENT TOP. TO INCLUDE ONE 4' WIDE GATE.						
99424	1573 BIRCHWOOD DR..6-2827	RAYMOND J & LOTTIE M SCHILAWSKI	ROCKEY FENCE LLC	\$50.00	\$1,450.00	Pending
[36-*** - Fence] 4' HIGH						
99427	3056 BETH DR..21-7478	RODNEY & KATHLEEN WOLFE	ROCKEY FENCE LLC	\$50.00	\$960.00	Closed
[36-*** - Fence] Around pool						
99471	1013 S ONEIDA ST..1-1845	FRANCISCO J ZAPIEN, ETAL	OWNER	\$50.00	\$300.00	Pending
[36-*** - Fence] 4' CHANILINK REAR						
99486	2090 PACKERLAND DR..6H-1265	DAVID A KUBIAK	CUSTOM FENCE	\$50.00	\$5,000.00	Pending
[36-*** - Fence] 6' IN REAR SETBACK, 5' IN FRONT SETBACK, CHAINLINK						
75743	520 S OAKLAND AV..2-328-A	GREEN BAY COMMUNITY CHRUCH INC	COLORTECH OF WISCONSIN	\$85.10	\$1,500.00	Pending
[37-329 - Signs] Wall Sign						
88184	1524 ATKINSON DR..6-18-3	NORTHEAST ASPHALT INC	UNITED SIGN	\$89.60	\$3,500.00	Pending
[37-329 - Signs] Replaces two former signs						
88382	1583 MAIN ST..19-311	EFS LLC	FOX CITIES SIGN	\$221.49	\$0.00	Pending
[37-329 - Signs] PROPOSED WALL SIGNS						
88507	2328 UNIVERSITY AV..21-2216-1	TIMOTHY J & ANDREA M PEASE	Piette, Fred J., Co., Inc	\$247.70	\$0.00	Pending
[37-329 - Signs]						
88703	2212 MAIN ST..21-455-1	DJL INVESTMENTS LLC	SIGNS UNLIMITED	\$202.45	\$0.00	Pending
[37-329 - Signs] REVISED SIGNAGE						
88743	2437-2 W MASON ST..6H-4333	LIGHTHOUSE LUBE REAL ESTATE LLC	SIGNS UNLIMITED	\$301.90	\$0.00	Pending
[37-329 - Signs] REVISED SIGNS						
88744	2136 UNIVERSITY AV..21-2219	LIGHTHOUSE LUBE REAL ESTATE LLC	SIGNS UNLIMITED	\$228.23	\$0.00	Pending
[37-329 - Signs] REVISED SIGNS						
88905	1980 MAIN ST..21-1329-2	GENNY ANNE LLC	REINHOLD SIGNS	\$135.70	\$8,000.00	Pending
[37-329 - Signs] Revised Wall Signs						
88919	1301 S MILITARY AV..6-207	BAY MOTEL & FAMILY RESTAURANT INC	REINHOLD SIGNS	\$124.16	\$0.00	Pending
[37-329 - Signs] Refurbished Pylon Sign Cabinet w/ repositioned EMC						
99154	2363 W MASON ST..6H-4396	DAVIS ANDREW & BETTY LLC	POBLOCKI SIGN COMPANY	\$87.35	\$2,800.00	Pending

[37-329 - Signs] Wall Sign

99179	1706 MAIN ST..21-1265	TAQUERIA MALDONADOS MAIN STREET LLC	CREATIVE SIGN COMPANY	\$89.60	\$725.00	Pending
--------------	-----------------------	-------------------------------------	-----------------------	---------	----------	---------

[37-329 - Signs]

99243	2280 E MASON ST , Unit: Suite 200..21-126-1	GREEN BAY EAST LLC	OWNER	\$30.00	\$0.00	Pending
--------------	---	--------------------	-------	---------	--------	---------

[37-329 - Signs]

99313	2416 W MASON ST..6H-1108-4	HILGENBERG & ASSOC INC	SIGN-A-RAMA	\$96.49	\$4,000.00	Pending
--------------	----------------------------	------------------------	-------------	---------	------------	---------

[37-329 - Signs]

99390	2545 LARSEN RD..6H-1740-1	NORTHEAST WISCONSIN TECHNICAL COLLEGE	GRAPHIC HOUSE, INC	\$112.89	\$155,000.00	Pending
--------------	---------------------------	---------------------------------------	--------------------	----------	--------------	---------

[37-329 - Signs] Install 11'4" tall 149.7 sq ft monument sign (33.5 sq ft of which is a digital display) setback 39' from Larsen Rd and 29'6" from Packerland Dr. at former sign location.

99438	1489 W MASON ST..6-169	AAM GREEN BAY PLAZA LLC	OWNER	\$60.00	\$0.00	Pending
--------------	------------------------	-------------------------	-------	---------	--------	---------

[37-329 - Signs] One temp sign for a 2 month placement

99443	300 N BROADWAY..5-1737	GREEN BAY BROADWAY DEVELOPMENT LLC	CREATIVE SIGN COMPANY	\$135.82	\$10,000.00	Pending
--------------	------------------------	------------------------------------	-----------------------	----------	-------------	---------

[37-329 - Signs] Install two 43 sq ft (7.167' X 6') aluminum and lexan faced wall signs for American National Bank Fox Cities. One located on the south facade and one located on the west facade. Signs are internally illuminated.

99444	1259 S MILITARY AV ..6-199-5	INNOVATIVE PROPERTIES GROUP LLC	OWNER	\$133.10	\$700.00	Pending
--------------	------------------------------	---------------------------------	-------	----------	----------	---------

[37-329 - Signs]

99474	929 CEDAR ST..9-86	929 CEDAR LLC	JOSSART BROTHERS INC.	\$30.00	\$8,000.00	Closed
--------------	--------------------	---------------	-----------------------	---------	------------	--------

[40-*** - Sanitary Sewers] SANITARY SEWER REPAIR

99360	1421 DIVISION ST..6-86-E	GRANT T & MARIE V KOMRO	RAMCO CONSTRUCTION	\$0.00	\$3,000.00	Withdrawn
--------------	--------------------------	-------------------------	--------------------	--------	------------	-----------

[41-*** - Storm Sewers] SEWER REPAIR IN ROAD

99383	121 S TAYLOR ST..6-1893	JOHN H & PAULA EHLERS	A1 EMERGENCY SEWER & WATER LLC	\$1,000.00	\$800.00	Closed
--------------	-------------------------	-----------------------	--------------------------------	------------	----------	--------

[42-*** - Mini Sewers]

99304	1267 W MASON ST..2-56-B	NUWAY PROPERTIES LLC	RJ PARINS PLUMBING & HEATING	\$70.00	\$0.00	Closed
--------------	-------------------------	----------------------	------------------------------	---------	--------	--------

[44-*** - Water heaters/Appliances] REPLACE STORAGE TANK

99328	616 GEORGE ST..21-1928	ASHLEIGH L LAUNDRE	NEWCAP, INC.	\$30.00	\$0.00	Pending
--------------	------------------------	--------------------	--------------	---------	--------	---------

[44-*** - Water heaters/Appliances] WATER HEATER

99344	429 N ASHLAND AV..5-1070-B	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	VDH PLUMBING	\$30.00	\$0.00	Pending
--------------	----------------------------	--	--------------	---------	--------	---------

[44-*** - Water heaters/Appliances] WATER HEATER

99315	940 PINE RIDGE DR..21-1111-D-298	ROBERT W LANZ	JASON DEJARDINE	\$50.00	\$500.00	Closed
--------------	----------------------------------	---------------	-----------------	---------	----------	--------

[46-*** - Electrical Service Change] RELOCATE OVERHEAD TO UNDERGROUND

99316	1356 DOBLON ST..21-1698	ROSEANN STROM	STAR ELECTRIC SERVICE, INC.	\$50.00	\$1,800.00	Closed
--------------	-------------------------	---------------	-----------------------------	---------	------------	--------

[46-*** - Electrical Service Change] UPGRADE SERVICE FROM 60 AMP TO OH TO 100A OH

99317	1654 FOREST GLEN DR..6-1644	FALK RICHARD F & MARLENE A LIVING TRUST	STAR ELECTRIC SERVICE, INC.	\$50.00	\$1,200.00	Closed
--------------	-----------------------------	---	-----------------------------	---------	------------	--------

[46-*** - Electrical Service Change] REMOVE SMALL 100 AMP BREAKER PANEL AND INSTALL LARGER 100 AMP BREAKER PANEL

99318	316 N OAKLAND AV..5-622	MICHAEL J & BETH A MACCO	STAR ELECTRIC SERVICE, INC.	\$50.00	\$2,000.00	Closed
--------------	-------------------------	--------------------------	-----------------------------	---------	------------	--------

[46-*** - Electrical Service Change] REMOVE OLD 100 AMP BREAKER PANEL AND INSTALL NEW 100 AMP BREAKER PANEL

99319	1850 DECKNER AV..21-2475-4	GERALD N & LORI J ZASADA	STIEGLER ELECTRIC	\$50.00	\$1,800.00	Closed
[46-*** - Electrical Service Change] INSTALL NEW 100 AMP METER BASE AND CONDUIT RISER WHERE EXISTING WAS ON HOUSE						
99326	3072 BAY VIEW DR..21-1111-D-279	DANIEL L & BARBARA J DELFORGE	SCHWEINER ELECTRIC	\$50.00	\$600.00	Pending
[46-*** - Electrical Service Change] METER CHANGE OUT						
99327	1838 12th AV..1-1295-D	ROGER L JAHNKE	SCHWEINER ELECTRIC	\$50.00	\$700.00	Closed
[46-*** - Electrical Service Change] CHANGE SERVICE						
99350	898 ELMORE ST..5-250	JOE THEYS	JC ELECTRIC	\$50.00	\$1,200.00	Closed
[46-*** - Electrical Service Change] SERVICE UPGRADE 60 TO 100A						
99359	1143 SPENCE ST..1-1642	CLAY P CARNEY	THOMAS ELECTRIC	\$50.00	\$1,500.00	Closed
[46-*** - Electrical Service Change] ELECTRICAL SERVICE UPGRADE						
99362	1216 ST. AGNES DR..6-199-4	ORP REAL ESTATE HOLDINGS LLC	SUBURBAN ELECTRIC	\$50.00	\$500.00	Closed
[46-*** - Electrical Service Change] PANEL CHANGE AFTER PARTIAL OUTAGE						
99370	1082 VELD AV..18-781-A	THOMAS G ATKINSON	PACKERLAND ELECTRIC	\$50.00	\$2,000.00	Closed
[46-*** - Electrical Service Change] UPGRADE 60 AMP OH TO 200 A UG						
99381	909 WAVERLY PL..1-1359	CORA C VANDONSEL	FORWARD ELECTRICAL CONTRACTORS, LLC	\$50.00	\$1,100.00	Closed
[46-*** - Electrical Service Change] SERVICE UPGRADE TO 100 AMPS						
99411	3030 BAY VIEW DR..21-1111-D-284	JEFFREY D BUNKELMAN, ETAL	PLUG LIGHT BULB ELECTRICAL SERVICES	\$50.00	\$2,000.00	Closed
[46-*** - Electrical Service Change] UPGRADE TO 200A OH TO UG						
99420	2029 ZEISE AV..21-2445-P-21	MARJORIE M MOENS	VDH ELECTRIC, INC	\$50.00	\$1,200.00	Closed
[46-*** - Electrical Service Change] SERVICE UPGRADE						
99433	302 OAK GROVE AV..21-2405	JAMES R & JENNIFER M DEBAUCHE	BIESE ELECTRIC	\$50.00	\$1,500.00	Pending
[46-*** - Electrical Service Change] 100 AMP SERVICE CHANGE						
99437	1114 ELMORE ST..5-829	JAMES TAHLLER	DE BAKER, INC.	\$50.00	\$0.00	Closed
[46-*** - Electrical Service Change] UPGRADE SERVICE FROM 60 TO 100A						
99447	1519 N IRWIN AV..20-393-4	JOHN L JOSEPHS	BOBBY ZEPNICK	\$50.00	\$500.00	Pending
[46-*** - Electrical Service Change] SERVICE UPGRADE						
99470	519 N MAPLE AV..5-1017	THAO & NICOLE LEE XIONG	PACKERLAND ELECTRIC	\$50.00	\$0.00	Closed
[46-*** - Electrical Service Change] 60 TO 100 SERVICE UPGRADE OVERHEAD						
99492	1054 9th ST..1-149	SUZANNE M DOAN	VDH ELECTRIC, INC	\$50.00	\$500.00	Pending
[47-*** - Electrical Service Repair] STREET POLE WAS DAMAGED - NEED TO REPAIR O.H. SERVICE						
99509	941 KELLOGG ST..5-391	SANDRA J NIEMI	ADVANCED ELECTRIC	\$50.00	\$260.00	Pending
[47-*** - Electrical Service Repair] REPLACE BROKEN SERVICE LB						
99248	400 DONALD DRIVER WAY, Unit: UNIT 1..5-1756	DDL HOLDINGS LLC	NICKEL ELECTRIC INC	\$70.00	\$9,000.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] BACKUP GENERATOR FOR HOUSE PANEL AND SUMP PUMPS						

99302	840 S MADISON ST..16-39	RICHARD K MCNUTT	COMPLETE ELECTRIC SERVICE AND MAINTENANCE LLC	\$70.00	\$0.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] CHANGING METER SOCKET FROM OVERHEAD TO UNDERGROUND SERVICE. INSTALLING STAND BY GENERATOR. WIRING SMALL OUT BUILDING.						
99446	1712 E MASON ST..21-1343-3-1	KT REAL ESTATE HOLDINGS LLC	PIEPER ELECTRIC INC	\$70.00	\$8,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALLATION OF THE CHICKEN FRYER						
99469	810 S ROOSEVELT ST..17-91	PAUL D & MARY F ZELLER REVOCABLE TRUST	CV ELECTRIC	\$50.00	\$200.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] DISHWASHER CIRCUIT, MICROWAVE CIRCUIT AND THREE (3) OUTSIDE OUTLETS, COUNTER OUTLET						
99472	613 S BROADWAY..2-109	REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY	PIEPER ELECTRIC INC	\$0.00	\$45,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] CONSTRUCTION OF NEW STORM WATER LIF STATION. 800A, 277/480V UG ELECTRICAL SERVICE						
99478	400 N WASHINGTON ST..12-86	SCHREIBER FOODS INC	FAITH TECHNOLOGIES	\$140.00	\$15,797.15	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REMOVE LIGHTING FIXTURES, REPLACE WITH ENERGY EFFICIENT LIGHTING FIXTURES - OFFICE SPACE						
70099	2470 MORGAN LN..21-3284	JAY T SEIDL	ULTIMATE AIR INC	\$50.00	\$4,000.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AC						
70660	208 S JACKSON ST..14-458	ERIC M & JESSIE D REINDL	ULTIMATE AIR INC	\$50.00	\$3,000.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AC						
88149	918-920 SQUARE TERR..6H-3076	BERKERR FAMILY LIMITED PARTNERSHIP	ULTIMATE AIR INC	\$50.00	\$5,310.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
88190	934 S IRWIN AV..17-317	JON COSTA	ULTIMATE AIR INC	\$50.00	\$3,010.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
88216	936 S IRWIN AV..17-317	JON COSTA	ULTIMATE AIR INC	\$50.00	\$3,010.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
88903	545 SUPERIOR RD..21-3118	BRYAN D BRICE		\$50.00	\$4,505.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99053	3145 TOBERMORY DR..21-5393	JOHN T & MICHELE J SKENANDORE	IDEALAIR HEATING & COOLING INC.	\$50.00	\$6,032.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
99280	1318-1320 ELMORE ST..5-1323	ENGEBOS DONALD R REVOCABLE TRUST	FOREMEN HEATING & VENT INC	\$50.00	\$3,235.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE - 1320 ELMORE SIDE						
99301	409 S WEBSTER AV..14-872	WP HART PROPERTIES LLC	BECKER BOILER CO., INC	\$140.00	\$159,995.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] (2) COMM BOILERS						
99305	712 BELLEVUE ST..21-2038	SOCORRO SIDON	BAY AREA SERVICES INC	\$50.00	\$4,500.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99306	3116 SUMMER PL..6H-3832	KATARINA D PAUL	BAY AREA SERVICES INC	\$50.00	\$7,100.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

99307	1616 W CRUSADE LN..6H-3923	STEVEN L & EILEEN D SANNES	BAY AREA SERVICES INC	\$50.00	\$8,550.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
99308	322 MANCHESTER DR..6-2258	JOSHUA A & JASON M POWERS, ETAL	BAY AREA SERVICES INC	\$50.00	\$4,100.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99309	1014 CHRISTIANA ST..3-893	MICHAEL J PUFAHL	BAY AREA SERVICES INC	\$50.00	\$5,455.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99310	909 9th ST..1-1551	JAY M & SHERRI L STACHE	BAY AREA SERVICES INC	\$50.00	\$7,650.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
99329	616 GEORGE ST..21-1928	ASHLEIGH L LAUNDRE	NEWCAP, INC.	\$50.00	\$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99330	1925 ZEISE AV..21-2445-P-31	DONALD F BLOHOWIAK	NEWCAP, INC.	\$50.00	\$0.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99331	1165 9th ST..1-413	MARIA A STAUBIN	NEWCAP, INC.	\$50.00	\$0.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99332	460 MEADOW WIND DR..21-7774	WILLIAM & PATRICIA KARLOVITZ	RICHARDS HEATING & COOLING	\$50.00	\$3,950.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99334	3488 WIGGINS WAY..22-1750	JOSHUA L & ROBIN M HEMSTREET	WESLEY HEATING AND SHEET METAL	\$50.00	\$14,150.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
99335	2750 BROOKHAVEN CT..21-4963	STANLEY W & JODI L KROPIDLOWSKI	WESLEY HEATING AND SHEET METAL	\$50.00	\$4,016.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99336	1846 NEAL CT..21-2868	MARGARET F GUZEK	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,439.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99337	1818 N IRWIN AV..21-1514	WITHBROE DAVID N REVOCABLE TRUST	WESLEY HEATING AND SHEET METAL	\$70.00	\$3,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] UNIT HEATER						
99342	1439 CROOKS ST..17-889	JAMES L & CAROL A HOGENSON	BERKOVITZ MECHANICAL	\$50.00	\$2,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] REPLACE GAS FURNACE						
99354	320 BLONDE AV..21-91-7	DAVID M LARSON	SINKLER HEATING & COOLING, INC	\$50.00	\$3,330.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99355	2539 ROBINSON AV..21-5250	BECHLE JON E & SHARON K FAMILY TRUST	COMFORT CONTROL SYSTEMS	\$50.00	\$4,500.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99363	425 GEORGE ST..21-1548	DEBRA A HANSON	HEALTHY HOMES HEATING & COOLING	\$50.00	\$4,664.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99364	1121 RALEIGH ST..1-2253	ROGER J & CHERYL L ALLEN	HEALTHY HOMES HEATING & COOLING	\$50.00	\$3,940.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						

99365	319 CROSSWINDS LN..21-7731	JOHN H & LYNN R PETERS	SINKLER HEATING & COOLING, INC	\$50.00	\$1,865.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] SPACE HEATER						
99366	1278 REED ST..5-669-A	MARY P SWAIN	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,733.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99367	1217 11th AV..1-197	MELISSA M PEETERS	VAN'S HEATING & AC	\$50.00	\$12,334.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
99368	1805 SUSAN LN..6-2553	GENE KONG	BAY AREA SERVICES INC	\$50.00	\$3,200.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99376	915 S GREENWOOD AV..2-927	MIRHASHEMI INC	DIAMOND HVAC LLC	\$50.00	\$2,800.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99384	861 ELMORE ST..5-1422	JERRY DETRY	PAT BLINDAUER HEATING & A/C, LLC	\$50.00	\$3,355.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99389	134 ROSE LN..21-89-6	MICHAEL A MALCORE	HEALTHY HOMES HEATING & COOLING	\$50.00	\$3,940.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99397	2411 WANDERING SPRINGS CIR..23-275	ROITSTEIN ALEXANDER & SHARON E REVOCABLE TRUST	ROBINSON HEATING & COOLING	\$50.00	\$4,400.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99400	2622 TIROL CT..21-5978	DAMIAN & AMY E BOZZACCO	ROBINSON HEATING & COOLING	\$50.00	\$4,100.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99401	1173 DIVISION ST..5-870	DALE E & NANCY J MALACZEWSKI	SINKLER HEATING & COOLING, INC	\$50.00	\$4,350.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99402	2908 LOST HORIZON RD..6H-2886	GLENN J & LYNN A GERONDALE	VAN'S HEATING & AC	\$50.00	\$8,500.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
99403	1362 VANDERBRAAK ST..21-1647	JOHN M & CAROL A GANTER	VAN'S HEATING & AC	\$50.00	\$5,637.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99404	1701 DECKNER AV..21-1205-8	MANUEL & MARIA MENDOZA	VAN'S HEATING & AC	\$50.00	\$4,539.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99407	2746 BROOKHAVEN CT..21-4962	DAVID C & LINDA M GORIN	RICHARDS HEATING & COOLING	\$50.00	\$5,125.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
99408	1172 LANGLADE AV..1-401-A	IONA B PASCH	RICHARDS HEATING & COOLING	\$50.00	\$2,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99412	995 8th ST..1-1456	PAUL W & KATHERINE A PETERSON	JJ HEATING & COOLING	\$50.00	\$2,115.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99414	2419 ROBINSON AV..21-3250	JAMES W & CAROL A BOPRAY	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,879.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
99415	1620 KIMBALL ST..21-1932	MICHAEL J & PATREEN M CALDIE	SINKLER HEATING & COOLING, INC	\$50.00	\$2,960.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99416	1629 WOOD LN..6H-1269-10	ERMIS JR RAYMOND J REVOCABLE TRUST	BAY AREA SERVICES INC	\$50.00	\$4,350.00	Closed
-------	--------------------------	---------------------------------------	-----------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99417	922 ABRAMS ST..21-5729	MARIA DEL ROSARIO MENDEZ	BAY AREA SERVICES INC	\$50.00	\$4,750.00	Pending
-------	------------------------	--------------------------	-----------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99418	915 N BROADWAY..18-505	ROBERT A BONZELL	BAY AREA SERVICES INC	\$50.00	\$5,600.00	Closed
-------	------------------------	------------------	-----------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

99419	1681 NANCY AV..6-2418	TIMOTHY J & PAMALA J VANDEHEY	BAY AREA SERVICES INC	\$50.00	\$8,700.00	Pending
-------	-----------------------	----------------------------------	-----------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

99422	3177 NICOLET DR..22-873	JAYME D ZAHN, ETAL	ULTIMATE AIR INC	\$50.00	\$7,271.50	Closed
-------	-------------------------	--------------------	------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99428	1945 FIESTA LN..21-418-4	JANDRAIN ENTERPRISES LLC	HEALTHY HOMES HEATING & COOLING	\$50.00	\$3,158.00	Pending
-------	--------------------------	--------------------------	------------------------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99448	3184 WEST POINT RD..6H-1185-3	JASON D & BECKY M MCGINN	APEX HEATING & AIR CONDITIONING	\$50.00	\$11,860.00	Pending
-------	-------------------------------	--------------------------	------------------------------------	---------	-------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

99449	2683 COURTNEY ST..21-4480	GLEN R & KENDALL L PHILLIPS	APEX HEATING & AIR CONDITIONING	\$50.00	\$6,148.00	Pending
-------	---------------------------	-----------------------------	------------------------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99450	216 S MAPLE AV..3-390	JAVIER MAGANA	APEX HEATING & AIR CONDITIONING	\$50.00	\$6,490.00	Pending
-------	-----------------------	---------------	------------------------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99454	1400 N BAIRD ST..21-1198-6	PERRY PARK PARTNERS ETAL	HEALTHY HOMES HEATING & COOLING	\$50.00	\$3,405.00	Pending
-------	----------------------------	--------------------------	------------------------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE LOT 145

99455	1144 STUART ST..14-995	ERIC R SCHANAU	AIR QUALITY DUCT CLEANING	\$50.00	\$500.00	Pending
-------	------------------------	----------------	------------------------------	---------	----------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99457	1747 JUNIPER DR..21-1110-M-129	SHARON A BOSACKI	COMFORT CONTROL SYSTEMS	\$50.00	\$4,197.00	Closed
-------	--------------------------------	------------------	----------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99460	1006 N MILITARY AV..6-2775	SUMMIT MARLA VISTA MANOR LLC	APEX HEATING & AIR CONDITIONING	\$70.00	\$5,527.00	Pending
-------	----------------------------	---------------------------------	------------------------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] REPLACE FURNACE #2 FOR DINING AREA

99461	2615 POPLAR SPRINGS CIR..6H-3388	LAWRENCE & LINDA LAMERE	LAKE STATE ROOFING INC	\$50.00	\$3,200.00	Closed
-------	----------------------------------	-------------------------	------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99463	515 PINE TERR..6-2507	BRIAN J & KIMBERLY S WISMER	WESLEY HEATING AND SHEET METAL	\$50.00	\$5,723.00	Closed
-------	-----------------------	-----------------------------	-----------------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99464	1940 TELEMAR CT..6H-4191	AMELIA & ANDREW J SCHMITT	WESLEY HEATING AND SHEET METAL	\$100.00	\$20,940.00	Closed
-------	--------------------------	---------------------------	-----------------------------------	----------	-------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] (2) FURNACES & AIR CONDITIONERS

99482	1313 MAIN ST..8-301	GB AREA UNITARIAN UNIVERSALIST FELLOWSHIP INC	BAY AREA SERVICES INC	\$210.00	\$19,495.00	Pending
-------	---------------------	---	-----------------------	----------	-------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] COMM - (3) FURNACES & AIR CONDITIONERS

99483	125 ALVINA ST..6-261-M	HOI D & SADAH A NGUYEN	BAY AREA SERVICES INC	\$50.00	\$3,100.00	Pending
--------------	------------------------	------------------------	-----------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99484	955 MATHER ST..5-1273	JESS W JOHNSON	BAY AREA SERVICES INC	\$50.00	\$5,450.00	Pending
--------------	-----------------------	----------------	-----------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99485	600 S WEBSTER AV..14-803	PARADOX GREEN BAY WEBSTER PROPERTY LLC	RJ HEATING & AC LLC	\$140.00	\$72,840.00	Pending
--------------	--------------------------	---	---------------------	----------	-------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] COMM (2) BOILERS

99491	1355 STUART ST..14-1427	MICHAEL A & SUSAN K GASPERICH	IDEALAIR HEATING & COOLING INC.	\$50.00	\$2,800.00	Closed
--------------	-------------------------	----------------------------------	------------------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99495	1725 DEBRA LN..21-1111-P-51	DANIEL PUGA, ETAL	HEALTHY HOMES HEATING & COOLING	\$50.00	\$12,286.00	Pending
--------------	-----------------------------	-------------------	------------------------------------	---------	-------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] NEW FURNACE & AC

99501	1534 MORROW ST..19-192	BEATRICE & LAWRENCE E MOENS	VAN'S HEATING & AC	\$50.00	\$7,812.00	Closed
--------------	------------------------	--------------------------------	--------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99502	1225 S ONEIDA ST..1-1900	JESSICA D MANTEI	VAN'S HEATING & AC	\$50.00	\$8,002.00	Pending
--------------	--------------------------	------------------	--------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

99503	1185 ROSCOE ST..1-417-1	BRENDA J PHILLIPS	VAN'S HEATING & AC	\$50.00	\$12,450.00	Pending
--------------	-------------------------	-------------------	--------------------	---------	-------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

99505	2396 MANITOWOC RD..21-3290	RICHARD A GREENING	BENJAMIN CONST. HEATING & COOLING	\$50.00	\$2,700.00	Pending
--------------	----------------------------	--------------------	--------------------------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] NEW FURNACE

99506	304 S HENRY ST..21-2303-1	BLACKBIRD PROPERTIES INC	BENJAMIN CONST. HEATING & COOLING	\$50.00	\$5,200.00	Pending
--------------	---------------------------	--------------------------	--------------------------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] NEW FURNACE & AIR CONDITIONER

88811	745 S HURON RD..21-169-3	SCHOEN STREET CONDO RENTALS LLC	CRETE WORKX	\$126.00	\$0.00	Pending
--------------	--------------------------	------------------------------------	-------------	----------	--------	---------

[57-*** - Parking lot (New & Reconstruction)]

88778	3030 CURRY LN..21-281	BROWN COUNTY JAIL & PUBLIC SAFETY	BROWN COUNTY PUBLIC WORKS	\$1,415.00	\$0.00	Pending
--------------	-----------------------	--------------------------------------	------------------------------	------------	--------	---------

[58-*** - Site (Erosion control, Fill, Excavation)] ***SWB 10,000 Waved per STEVE G email in drag file

Address for the Medical Examiner office will be 3032 Curry

-EC approved for pond and grading 10/30/19

99356	100 E MASON ST..15-168-A-1	C M C HEARTLAND PARTNERS	EMMERT CONSTRUCTION	\$694.10	\$50,000.00	Pending
--------------	----------------------------	--------------------------	---------------------	----------	-------------	---------

[58-*** - Site (Erosion control, Fill, Excavation)] ADDRESS CHANGE WHEN BUILDING DRIVES AND FRONT FACADE ESTABLISHED. PER TOM G well head protection note in drag file

-EC APPROVAL 11/12/19

-PRE CON SIGNED IN DRAG

88474	1724 10th AV..1-1220	MARK E SMITH	MAD CITY BATHS	\$50.00	\$9,500.00	Pending
--------------	----------------------	--------------	----------------	---------	------------	---------

[62-*** - repair/alter existing plumbing system] SHOWER REPLACEMENT

99072	1840 10th AV..1-1236	GKTM PROPERTIES LLC	BENO PLUMBING	\$50.00	\$5,000.00	Pending
--------------	----------------------	---------------------	---------------	---------	------------	---------

[62-*** - repair/alter existing plumbing system] REPLACE DRAIN WASTE AND VENT PIPING IN CRAWL SPACE AND UP THROUGH ROOF

99343	1359 SMITH ST..7-412	MCALLISTER PROPERTIES LLC	C&S TRENCHING	\$30.00	\$2,000.00	Pending
--------------	----------------------	---------------------------	---------------	---------	------------	---------

[62-*** - repair/alter existing plumbing system] REPAIR WATER SERVICE

99372	901-903 N WEBSTER AV..7-251	KENNETH H WAGNITZ	A1 EMERGENCY SEWER & WATER LLC	\$30.00	\$2,000.00	Closed
--------------	-----------------------------	-------------------	-----------------------------------	---------	------------	--------

[62-*** - repair/alter existing plumbing system] SANITARY SEWER CONNECTION

99423	3027 W MASON ST..6H-3601	DENNIS M TERRANCE	AG EXCAVATING	\$30.00	\$2,000.00	Closed
[62-*** - repair/alter existing plumbing system] STORM LATERAL REPAIR						
99434	425 N MAPLE AV..5-1010	SHANDEL KOVARS	VANRITE PLUMBING	\$0.00	\$3,500.00	Closed
[62-*** - repair/alter existing plumbing system] REPLACE LEAD WATER SERVICE						
99436	875 SHAWANO AV..3-930	BEE XIONG, ETAL	VANRITE PLUMBING	\$0.00	\$4,000.00	Closed
[62-*** - repair/alter existing plumbing system] REPLACE LEAD WATER SERVICE						
99452	2413 IRONWOOD DR..6H-1503-3	LYN C MATZKE	TUNDRALAND	\$50.00	\$7,987.00	Pending
[62-*** - repair/alter existing plumbing system] TUB TO SHOWER REPLACMENT						
99453	701 ROYAL BLVD..18-1313	GARY G & JOYCE M GOODMANSON	TUNDRALAND	\$50.00	\$9,014.00	Closed
[62-*** - repair/alter existing plumbing system] TUB TO SHOWER REPLACEMENT						
99456	1079 ROSCOE ST..1-1593	ZIA CHANG, ETAL	MAD CITY WINDOWS	\$50.00	\$6,000.00	Pending
[62-*** - repair/alter existing plumbing system] INSTALLING REPLACEMENT SHOWER						
99480	3026 SUNSHINE PL..6H-2757	DANIEL J & PATRICIA A MURPHY	TUNDRALAND	\$50.00	\$10,300.00	Closed
[62-*** - repair/alter existing plumbing system] BATHTUB AND SURROUND BEING REPLACED BY A WALKIN SHOWER AND SURROUND						
99494	3233 WESTWAY DR..6H-767	JANE A DIEDERICH, ETAL	MAD CITY WINDOWS	\$50.00	\$9,000.00	Pending
[62-*** - repair/alter existing plumbing system] INSTALLATION OF ONE REPLACEMENT SHOWER						
99429	1262 CHERRY ST..14-159	RICARDO & MELISSA M PEGUERO	A1 EMERGENCY SEWER & WATER LLC	\$30.00	\$1,000.00	Closed
[200-*** - water service] WATER SERVICE CONNECTION - WATER LINE 1"						
99508	728 13th AV..2-572	AMY L CORBEILLE, ETAL	VANRITE PLUMBING	\$0.00	\$4,500.00	Closed
[200-*** - water service] LEAD WATER REPLACEMENT SERVICE						

Totals:	216 projects			\$43,118.21	\$10,260,463.47	
----------------	--------------	--	--	-------------	-----------------	--

Summary of Projects Issued

11/1/2019 to 11/30/2019

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
01 Single Family House, Detached	5	5	10	5	5	5	5	1	\$8,784.48	\$2,705,000.00
48 Electrical Wiring (Misc., Alteration, Repair)	6	0	0	0	6	0	0	0	\$400.00	\$77,997.15
46 Electrical Service Change	18	0	0	0	18	0	0	0	\$900.00	\$20,100.00
47 Electrical Service Repair	2	0	0	0	2	0	0	0	\$100.00	\$760.00
50 Heating Unit Replacement/ Air Conditioning	73	0	0	0	0	73	0	0	\$4,080.00	\$609,727.50
40 Sanitary Sewers	1	0	0	0	0	0	1	0	\$30.00	\$8,000.00
41 Storm Sewers	1	0	0	0	0	0	1	0	\$0.00	\$3,000.00
42 Mini Sewers	1	0	0	0	0	0	1	0	\$1,000.00	\$800.00
62 repair/alter existing plumbing system	12	0	0	0	0	0	12	0	\$440.00	\$70,301.00
16 Temporary Office or Trailer	1	0	0	1	0	0	0	0	\$70.00	\$0.00
22 Shed, Yard Building	7	1	1	7	0	0	0	0	\$450.00	\$14,694.00
03 Addition to Single-Multi Family Residential Units	1	1	1	1	1	1	0	0	\$225.00	\$33,000.00
13 Addition to Commercial, Non-Residential Non-housekeeping	1	1	3	1	1	1	1	1	\$6,046.38	\$2,530,000.00
02 Single-Family Residential Building, Alteration	16	0	5	16	14	5	11	0	\$3,584.92	\$212,415.00
10 Multi-Family Residential Building Alteration	6	0	0	6	5	0	5	0	\$4,725.50	\$2,164,338.00
12 Commercial, Non-Residence, Non-Housekeeping, Alteration	4	0	6	4	3	3	2	0	\$2,289.00	\$50,000.00
15 Raze Commercial Building or other Structure	2	0	1	2	0	0	2	1	\$380.00	\$67,170.00
21 Demolition of all Other Buildings or Structures	1	0	0	1	0	0	0	0	\$50.00	\$1,500.00
17 New Garage or Carport	4	3	4	4	2	2	2	1	\$2,861.25	\$1,215,000.00
18 Remodel Garage or carport or Shed	2	0	0	2	0	0	0	0	\$160.00	\$500.00
23 Deck, Porch, Patio	9	3	3	9	1	0	0	0	\$700.00	\$55,702.30
28 Foundation Repair	3	0	0	3	0	0	0	0	\$150.00	\$28,522.00
33 Roofing	3	0	0	3	0	0	0	0	\$190.00	\$104,700.00
34 Window, Door, Replacement	1	0	0	1	0	0	0	0	\$100.00	\$3,000.00
35 Driveway Expansion	1	0	0	1	0	0	0	0	\$50.00	\$6,500.00
36 Fence	9	0	0	9	0	0	0	0	\$450.00	\$29,011.52
37 Signs	17	15	0	17	0	0	0	0	\$2,381.58	\$186,225.00
44 Water heaters/Appliances	3	0	0	0	0	0	3	0	\$130.00	\$0.00
57 Parking lot (New & Reconstruction)	1	1	0	1	0	0	0	0	\$126.00	\$0.00
58 Site (Erosion control, Fill, Excavation)	2	2	3	2	0	0	1	1	\$2,109.10	\$50,000.00
200 water service	2	0	0	0	0	0	2	0	\$30.00	\$5,500.00
05 Raze Single-Family house(attached or detached)	1	0	1	1	0	0	0	1	\$125.00	\$7,000.00
Totals:	216	32	38	97	58	90	49	6	\$43,118.21	\$10,260,463.47



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # V.I.

Resolution advocating for a state-wide ban on coal-tar sealants, which would be sent to the Wisconsin State Legislature.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resolution - Supporting State Legislation Regulating Coal Tar Sealant Products

Resolution In Support Of State Legislation Regulating The Application And Sale Of Coal Tar And Other High-Pah Sealant Products

December 17, 2019

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay finds that its water resources are natural assets which enhance the environmental, recreational, cultural, and economic resources of the area and contribute to the general health and welfare of the public; and

WHEREAS, the City of Green Bay finds that polycyclic aromatic hydrocarbons (hereinafter, "PAHs"), which are contained in coal tar sealants and other high-PAH sealants, volatilize off of sealed pavement and can be inhaled by humans and animals; and

WHEREAS, when sealed surfaces are eroded by weathering, foot and vehicle traffic, and snow plowing, PAH-contaminated particles are transported into homes and onto nearby soils and can be carried by storm water and other runoff into the City of Green Bay's water resources; and

WHEREAS, PAHs are an environmental concern because they are toxic to aquatic life, causing deformities and other reproductive and developmental problems, cancer, and death, which result in fewer organisms and even the loss of species; and

WHEREAS, according to the International Agency for Research on Cancer, PAH compounds have been proven to cause cancer, mutations, and birth defects in humans, and studies show that individuals with lifelong exposure to coal tar-sealed surfaces have a 38-fold higher risk of cancer; and

WHEREAS, the American Medical Association has adopted a policy advocating for legislation to either ban the use of pavement sealants that contain PAHs or require that sealant products used contain minimal PAHs; and

WHEREAS, environmental impacts and human health risks can be minimized, and pavements can be maintained, by utilizing alternative products or methods without PAHs; and

WHEREAS, other states, as well as other counties and municipalities in the State of Wisconsin, have passed legislation banning the use of coal tar and other high-PAH sealants; and

WHEREAS, the City of Green Bay finds that regulating the sale and application of coal tar and other high-PAH sealant products will reduce the amount of PAH-based contaminants entering the City's water resources and will correspondingly improve and protect the public health and water quality of the City and neighboring municipalities;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay urges the Governor and state legislature to enact legislation banning the sale and application of coal tar and other high-PAH sealants within the State of Wisconsin.

Adopted _____

Approved _____

Mayor

Clerk

LJM

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 520 HUBBARD STREET
(ZP 19-29)**

December 17, 2019

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

That, pursuant to Zoning Petition 19-29 and the recommendation of the Plan Commission on November 25, 2019, the City of Green Bay does authorize a conditional-use permit for a single-family dwelling on the following described property at 314 North Monroe Avenue:

DOUSMANS ADDN LOT 104 (Tax Parcel No. 4-96)

Said conditional-use permit shall be granted subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.

Adopted _____

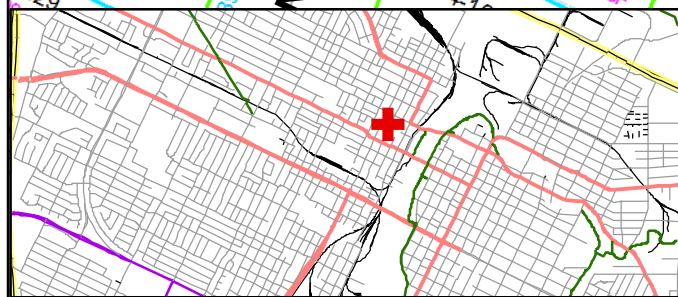
Approved _____

Mayor

Clerk

pn

Attachment – Map



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.



**Common Council
of the City of Green Bay**

**RESOLUTION
APPROVING THE SALE, TRANSFER, OR CONVEYANCE OF PROPERTY
SUBJECT TO A CONTINUING GUARANTY
PURSUANT TO DEVELOPMENT AGREEMENT 17-02: RAIL YARD: NORTH**

December 17, 2019

WHEREAS, on December 1, 2017, the City of Green Bay (“City”) and the Redevelopment Authority of the City of Green Bay (“RDA”) entered into Development Agreement 17-02: Rail Yard: North with DDL Holdings, LLC (“DDL”) for the acquisition and development of certain real Property; and

WHEREAS, on December 1, 2017, the City, DDL, and Hometown Bank (“Lender”) entered into Continuing Guaranty (Limited) Rail Yard: North (hereinafter “Guaranty”) in order for the Lender to extend certain credit facilities to DDL for such acquisition and development; and

WHEREAS, Section IV. P. of the Development Agreement requires the RDA to consent to the sale, transfer, or conveyance of any portion of the Property; and

WHEREAS, Section IV. P. of the Development Agreement requires the City to consent to the sale, transfer, or conveyance of any portion of the Property that will result in a release of a part of the Property subject to the Guaranty of Developer’s indebtedness owed to the Lender; and

WHEREAS, on December 6, 2019, DDL requested the RDA and City approve the sale, transfer, or conveyance to TWG Development, LLC of approximately three and seven hundredths (3.07) acres on the southern edge of the Property, on which TWG will construct TWG 2 @ The Rail Yard (Development Agreement 19-04), as further identified in the attached DDL Holdings, LLC Development Agreement – Notice of Conveyance (hereinafter “the Subject Property”); and

WHEREAS, the City’s obligation under the Continuing Guaranty will be reduced by the proceeds of the sale of the Subject Property, which amount is expected to be approximately one million, five hundred thousand dollars (\$1,500,000.00); and

WHEREAS, on December 10, 2019, the RDA approved the sale, transfer, or conveyance of the Subject Property to TWG Development, LLC.

NOW, THEREFORE, BE IT RESOLVED that the City hereby approves the sale, transfer, or conveyance of the Subject Property to TWG Development, LLC.

Adopted _____

Approved _____

**COMMON COUNCIL OF THE
CITY OF GREEN BAY**

By: _____
Eric Genrich, Mayor

Attest: _____
Kris Teske, City Clerk

kjv

Attachments:

- I. Rail Yard - North - 5-1756 - Request for Land Transfer - TWG 2

DDL HOLDINGS, LLC
340 North Broadway, Suite 460
Green Bay, WI 54301

December 6, 2019

VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

Redevelopment Authority of the
City of Green Bay
Attn: Mr. Kevin Vonck, Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301

City of Green Bay
Attn: Kris Teske, City Clerk
100 N. Jefferson Street
Green Bay, WI 54301

RE: DDL Holdings, LLC Development Agreement – Notice of Conveyance

Dear Kris and Kevin:

Pursuant to Article IV, Subsection (P)(1) of that certain Development Agreement 17-02 Railyard North, dated December 1, 2017 (the “Development Agreement”), this letter shall serve as a formal request from DDL Holdings, LLC (“DDL”) for the approval from the Redevelopment Authority of the City of Green Bay (“RDA”) and the City of Green Bay (the “City”) of the sale of certain real property (as described below), which is subject to the Development Agreement, by DDL to TWG Development, LLC (“TWG”) (“Intended Transfer”). Such Intended Transfer will result in a release of the Property (as defined below) which is currently subject to the City’s guaranty of DDL’s indebtedness owed to Hometown Bank, and, therefore, DDL is asking the City, together with the RDA, to approve such Intended Transfer.

DDL intends to sell Brown County Tax Parcel No. 5-1772 (the “Property”), which is three and seven hundredths (3.07) acres in size, to TWG. The GIS map of the Property is attached hereto as **Exhibit A** and the legal description of the Property is attached hereto as **Exhibit B**.

December 6, 2019

Page 2

If the requested approvals from the RDA and City are granted, please promptly provide us with written evidence of such approvals in the form of the approved and executed Resolutions and/or Minutes of the meetings of the RDA and the City Council.

Thank you and if you have any questions or need additional information, please let us know.

Sincerely,

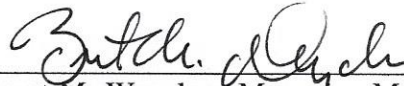
DDL HOLDINGS, LLC

By:



Paul B. Belschner, Managing Member

By:



Brent M. Weycker, Managing Member

cc: Attorney Vanessa Chavez, City Attorney (w/enc.)

EXHIBIT A

MAP



Part of Brown County WI

Map printed on 12/6/2019

1:1,200

1 inch = 100 feet*

1 inch = 0.0189 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

*"hooks" indicate parcel ownership crosses a line

SC-190-2 Parcel ID Number
2880257 Document Number
0.814 AC Area of parcel
279.8' Line Distance
3547 Address

A complete key (legend) is available at:
<https://tinyurl.com/BrownDogKey>



(920) 448-6480
maps.gis.co.brown.wi.us

EXHIBIT B

LEGAL DESCRIPTION

Lot 8, Plat of the Rail Yard, all being located in the City of Green Bay, Brown County, Wisconsin.

Tax Parcel No.: 5-1772

**RESOLUTION APPROVING
BAIRD CREEK INTERCEPTOR SEWER EASEMENT
AT GRANDVIEW ROAD
December 17, 2019**

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

To approve payment for the following easement:

BAIRD CREEK INTERCEPTOR SEWER EASEMENT AT GRANDVIEW ROAD

Erie Road Development, LLC	\$25,725
Parcel 21-11	

Adopted _____, 2019

Approved _____, 2019

Mayor

ATTEST:

City Clerk

jld



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

MEETING DATE

December 17, 2019

PREPARED BY

AGENDA ITEM # W.I.

General Ordinance No. 24-19

An ordinance which would create an outright ban on coal-tar sealants, utilizing model legislation provided by advocacy groups.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 24-19 - Coal Tar Sealants Regulation Ordinance

GENERAL ORDINANCE NO. 24-19

**AN ORDINANCE CREATING CHAPTER 35,
GREEN BAY MUNICIPAL CODE,
RELATING TO COAL TAR SEALANT PRODUCTS**

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

SECTION 1. Chapter 35, Green Bay Municipal Code, is hereby created to read:

Sec. 35.01. Coal Tar Sealant Products.

(1) Definitions.

- (a) *Coal Tar.* A byproduct of the process used to refine coal. Coal tar contains high levels of polycyclic aromatic hydrocarbons (PAHs).
- (b) *Coal Tar Sealant Product.* A pavement sealant product that contains coal tar, coal tar pitch, coal tar pitch volatiles, RT-12, Refined Tar, or any variation assigned the Chemical Abstracts Service (CAS) numbers 65996-92-1, 65996-93-2, 65996-89-6, or 8007-45-2, or related substances.
- (c) *Director.* The Director of the Department of Public Works.
- (d) *High-PAH Sealant Product.* Any pavement sealant product that contains greater than 0.1% polycyclic aromatic hydrocarbons (PAHs) by weight, including, but not limited to, coal tar sealant products and sealant products containing steam-cracked petroleum residues, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, or any variation of those substances assigned the chemical abstracts service number 64742-90-1, 69013-21-4 or related substances.
- (e) *Pavement Sealant Product.* Any substance that is typically applied on paved surfaces to protect the surfaces. This may include but is not limited to sealant products that are coal tar- or asphalt-based.
- (f) *Person.* Any person, firm, partnership, association, corporation, company, or organization of any kind.
- (g) *Polycyclic Aromatic Hydrocarbons (PAHs).* A group of organic chemicals that are formed during the incomplete combustion of coal, oil, gas, or other organic substances, are present at high levels in coal tar, and are known to be harmful to humans, fish, and other aquatic life.

(2) Regulation of the Application and Sale of Coal Tar or Other High-PAH Sealant Products. Except as otherwise provided in this section,

- (a) No person shall apply any coal tar sealant product or high-PAH sealant product within the City.
- (b) No person shall sell, offer to sell, or display for sale any coal tar sealant product or high-PAH sealant product within the City.

- (c) No person shall allow a coal tar sealant product or other high-PAH sealant product to be applied upon property within the City that is under that person's ownership or control.
 - (d) No person shall contract with any commercial applicator, residential or commercial developer, or any other person for the application of any coal tar sealant product or high-PAH sealant product to any driveway, parking lot, or other surface within the City.
 - (e) No commercial applicator, residential or commercial developer, or other similar individual or organization shall direct any employee, independent contractor, volunteer, or other person to apply any coal tar sealant product or high-PAH sealant product to any driveway, parking lot, or other surface within the City.
- (3) *Exemptions.* The Director may exempt a person from a requirement of this section if the Director determines that the person is conducting bona fide research concerning the effects of a coal tar sealant product or high-PAH sealant product on the environment; the use of the coal tar product or high-PAH sealant product is required for said research; and the Director determines that said research will not cause significant contamination of the surrounding environment, including soils and aquatic ecosystems, and will not unduly endanger human health.
- (4) *Enforcement and Penalty.*
- (a) The provisions of this ordinance shall be enforced by the Director of the Department of Public Works, or his or her designee.
 - (b) Any person who violates this section by applying a coal tar sealant product or high-PAH sealant product at his or her residence shall be subject to a forfeiture of not less than \$1.00 nor more than \$500.00. Each day of violation shall constitute a separate offense.
 - (c) Any commercial sealant product applicator, residential or commercial developer, industrial or commercial owner, or any other person, other than a person identified under subsection (b) above, who violates this section shall be subject to a forfeiture of not less than \$1.00 nor more than \$1,000.00. Any such person who has been adjudged to have committed one other violation of this section within the preceding five (5) year period, based on the offense date, shall be subject to a forfeiture of not less than \$1,000.00 nor more than \$2,000.00. Any such person who has been adjudged to have committed two or more other violations of this section within the preceding seven (7) year period, based on the offense dates, shall be subject to a forfeiture of not less than \$2,000.00 nor more than \$5,000.00. Each day of violation shall constitute a separate offense.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

LJM

12/17/19

ZONING ORDINANCE NO. 16-19

**AN ORDINANCE REZONING PROPERTY LOCATED
AT 2100 NICOLET DRIVE AND 2200 NICOLET DRIVE FROM GENERAL
COMMERCIAL (C1) TO VARIED DENSITY RESIDENTIAL (R3) DISTRICT
(ZP 19-31)**

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 2100 Nicolet Drive and 2200 Nicolet Drive from General Commercial (C1) to Varied Density Residential (R3):

LOT 2 OF 28 CSM 172 BNG PRT OF SW1/4 NE1/4 & BNG PRT OF SE1/4 NW1/4 & BNG PRT OF GOVT LOT 1 & BNG PRT OF VAC EAST SHORE PL & LOT 2 OF 9 CSM 181 EX 2025335 BNG PRT OF NW1/4 NE1/4 & BNG SW1/4 NE1/4 ALL IN SEC 27 T24N R21E & EXC J16836-12 (Parcel No. 21-274-4)

LOT 1 OF 28 CSM 172 BNG PRT OF SE1/4 NW1/4 & BNG PRT OF GOV LOT 1 SEC 27 T24N R21E (Parcel No. 21-274-2)

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

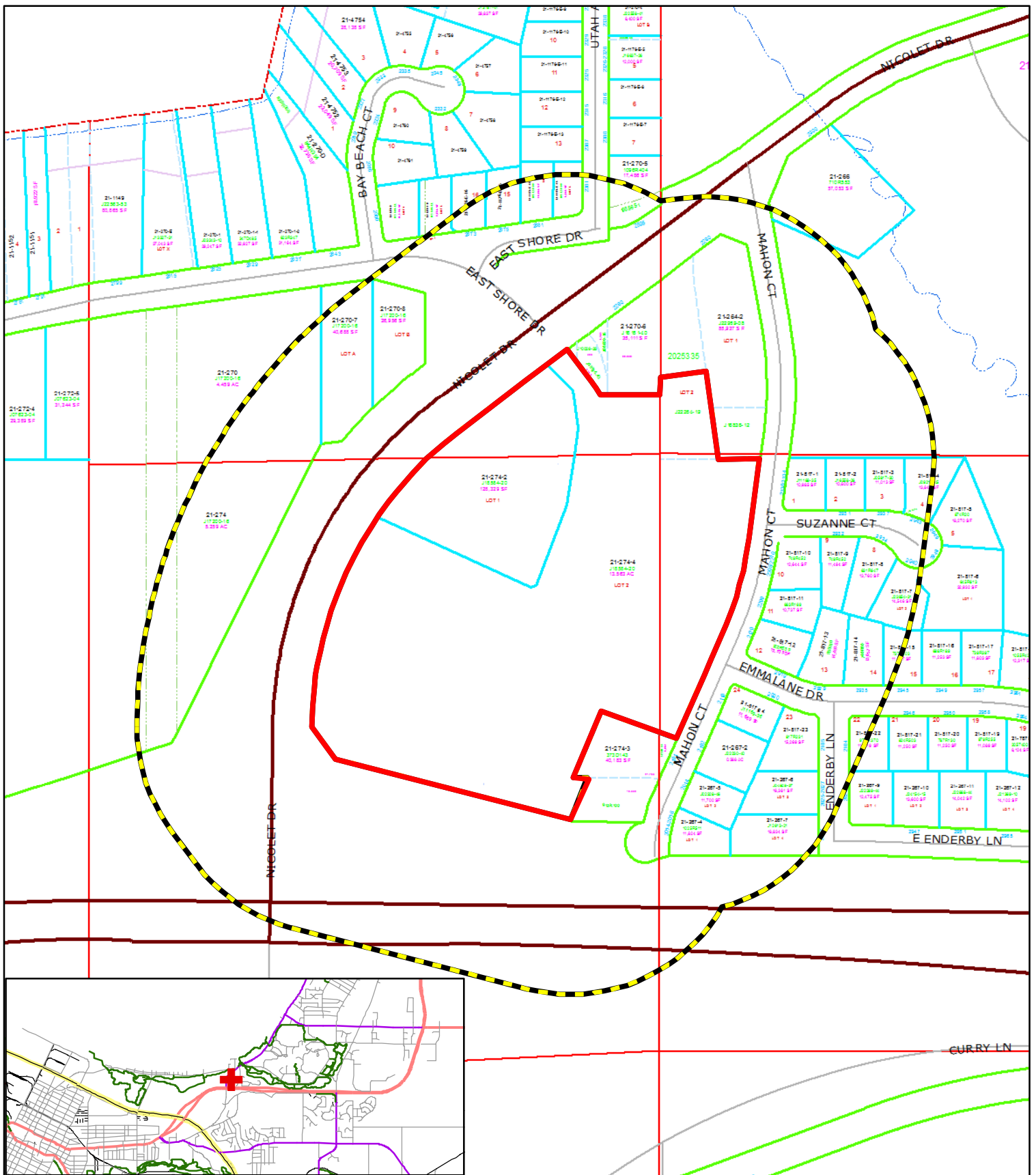
ATTEST:

Clerk

pn

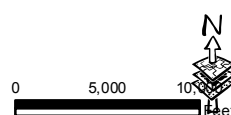
ZONING ORDINANCE NO. 03-19
PAGE 2

Attachment – Map



Zoning Petition (ZP 19-31) **Proposed Rezoning** **2100/2200 Nicolet Drive**

- Proposed Rezoning
- 400' Property Owner Notice



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