



AGENDA OF THE COMMON COUNCIL

**TUESDAY, FEBRUARY 4, 2020, 6:00 PM
COUNCIL CHAMBERS
ROOM 203, CITY HALL**

A. Roll Call.

B. Pledge of Allegiance.

C. Invocation.

- I. The invocation will be led by Alder Barbara Dorff.

D. Approval of Minutes.

- I. Approval of the minutes from the January 14, 2020 Common Council meeting.

E. Approval of the Agenda.

F. Report by the Mayor.

G. Announcements.

H. Recognitions and Awards.

- I. To recognize Joe Faulds, Human Resources Director, as a recipient of the Future 15 award.

I. Report of the Improvement & Services Committee (January 29, 2020).

- I. To approve the request by Shannon Jansen, 819 Roy Avenue, for up to 25 total requests for overnight on-street parking.
2. To receive and place on file the request by Ald. Johnson to address chronic flooding and drainage concerns on Antoinette Street.
3. To hold until the Wednesday, February 12, 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).

4. To hold until the Wednesday, February 12, 2020 Improvement and Services Committee meeting 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.
5. To approve the Department of Public Works Capital Improvement Program for 2020 after \$15,000 is added in for the Taylor Street over Beaver Bridge design and the date in the sewer televising row is changed from 2019 to 2021.
6. To approve the award of the contract BRIDGE I-20 (MAIN ST. BRIDGE CENTER AND TAIL LOCK ADJUSTMENTS).
7. To approve the applications for Sidewalk Builder Licenses by the following:
 - A. Bryan McEwen Concrete LLC
 - B. Green Bay Concrete LLC
 - C. IEI General Contractors, Inc.
8. To approve the applications for Tree & Brush Trimmer Licenses by the following:
 - A. Asplundh Tree Expert LLC
 - B. Consciously Fresh Tree Service
 - C. Economy Tree Service LLC
 - D. Holtger Bros., Inc.
 - E. Monster Tree Service of Northeast Wisconsin
 - F. Urban Tree Service
9. To approve the application for Underground Sprinkler System License by The Sprinkler Company, Inc.
10. To order in the improvements constructed and levy assessments for the following:

CONCRETE PAVEMENT

GRAY STREET - Mather Street to Velp Avenue

WATER MAIN AND/OR WATER SERVICES

HILLCREST DRIVE - W. Mason Street to Renaissance Lane

J. Report of the Protection & Policy Committee (January 27, 2020).

1. To approve a change of agent by Walgreen Co. at 1401 E. Mason St.
2. To approve an application for a "Class B" Liquor and Class "B" Beer license at Centro Botanero La Carreta, LLC at 1657 Main St. with a licensed premises description as: "restaurant, dining area, storage cooler, office room next to kitchen, bar," with the approval

of the proper authorities. (Currently licensed as Taco Burrito Mexico of Green Bay, LLC).

3. To approve an application for a "Class A" Liquor and Class "A" Beer license for Kwik Trip, Inc. at 3525 Humboldt Rd. with a licensed premises description as "1 story frame construction-storage in walk-in cooler, on sales flr and behind sales counter," with the approval of the proper authorities.
4. To hold for 30 days an application for a "Class A" Liquor License for Antonio Soto at 1615 University Ave. with a licensed premises description as "beer sold grocery store, store in beverage/beer fridge extra beer in upper storage on main level."
5. To deny a request by Ald. Wery the appeal by Bob Koury, 302 Oak Street, to rescind the re-inspection fees on his property, referred from the January 14, 2020 Common Council meeting.
6. To refer to the Improvement and Services Committee a request by Ald. Lefebvre to request committee to look at the issuing a sidewalk cafe permit to Titledown Tobacco per section 6.155 Green Bay Municipal Code-(1) Definitions: (a) sidewalk cafe any group of tables, chairs, benches, or partitions maintained within the public right-of-way for use directly in front of an establishment with a valid restaurant license.
7. To refer to staff with recommendations for an ordinance considering first amendment rights a request by Ald. Steuer stating: further discussion is needed on the anti-litter ordinance Sec. 8.12 as far as implementation and citations with respect to newspaper ad flyers that are scattered about.
8. To approve General Ordinance 01-20, an ordinance to repeal and recreate chapter 17, GBMC, relating to electrical code.
9. To receive and place on file the Liquor Violation Report for January 27, 2020.

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

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

L. Report of the Plan Commission (January 27, 2020).

1. To receive and place on file a communication from Ald. Chris Wery regarding an appeal by Mike and Karen Alberts, 1801 S. Ridge, to the designation and approved uses of their parcels 1-1423-A and 1-1423-A-9 on Ridge Road.
2. To authorize a Conditional Use Permit (CUP) to establish a two-family dwelling within an Office/Residential (OR) district at 1132-1134 East Walnut Street, subject to:
 - a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.
 - b. Compliance with all pending violations.
3. To create a Planned Unit Development (PUD) regulating signage at 1601-1603 North Quincy Street, subject to the draft Planned Unit Development District (PUD) Ordinance.
4. To close and vacate portions of Acme Street and Lawrence Street, subject to the following

conditions:

- a. A closure agreement is required for both Acme Street and Lawrence Street detailing maintenance of and access to this right-of-way.
- b. Access to parcel 21-2267 must be allowed and detailed in the closure agreement for Acme Street.
- c. Access to parcel 21-2263-6 must be allowed and detailed in the closure agreement for Lawrence Street.
- d. Proof of ownership of parcel 21-2263-5 is required prior to execution of the vacation or closure. If proof is not provided, access to this parcel must be allowed and detailed in the closure agreement for Lawrence Street. The vacation will be denied if proof of ownership is not provided.
- e. Proof of ownership of parcel 21-2263-4 is required prior to execution of the vacation. The vacation will be denied if proof of ownership is not provided.
- f. AT&T shall be granted easements for all existing facilities.
- g. Sanitary Sewer within Acme Street becomes privately owned and maintained (as is, where is) to the sanitary manhole within University Avenue.
- h. Storm Sewer within Acme Street from the storm manhole within University Avenue and includes all the storm sewer within Parcel 21-1200 to the existing manhole within the Henry Street / Basten Street intersection to become Privately owned and maintained (as is, where is).
- i. To allow storm water from University Avenue and Parcels 21-2267 and 21-2013 to be collected, connected to and flow through the storm sewer within proposed Vacated and Closed Acme Street described in #2 above.
- j. Allow uninterrupted ingress and egress across "Closed" portion of Acme Street to parcel number 21-2267.
- k. Owner of adjacent parcel 21-2100 (Green Bay Dressed Beef, LLC) to be responsible for all costs to maintain the Vacated and Closed Acme Street, including but not limited to curb & gutter repair, pavement repair and snow removal.
- l. Sanitary Sewer within Lawrence Street becomes privately owned and maintained (as is, where is) to the sanitary manhole within University Avenue.
- m. Storm Sewer within Lawrence Street from the storm manhole within University Avenue to the intersection storm manhole that receives the storm water/sewer from Acme Street to become Privately owned and maintained (as is, where is).
- n. To allow the storm water from University Avenue and Parcel 21-2263-6 to be collected, connected to and flow through the storm sewer within proposed Vacated and Closed Lawrence Street.
- o. Owner of adjacent parcel 21-2100 (Green Bay Dressed Beef, LLC) shall maintain an adequately sized storm sewer system, not less than what is present at the time of the proposed Vacation and Closure of Acme Street and Lawrence Street that will provide storm sewer service to prevent street flooding no worse than what is presently observed.
- p. Owner of adjacent parcel 21-2100 shall work with the Department of Public works to provide a clear route through the property from Acme Street to Henry Street such that an appropriately sized storm sewer could be constructed in the future. This shall be agreed upon prior to approval of a site plan.
- q. Allow uninterrupted ingress and egress across "Closed" portion of Lawrence Street to parcel number 21-2263-6.
- r. Owner of adjacent parcel 21-2100 (Green Bay Dressed Beef, LLC) to be responsible for all costs to maintain the Vacated and Closed Lawrence Street, including but not limited to curb

& gutter repair, pavement repair and snow removal.

5. To approve the site plan and landscape plan for the expanded Kwik Trip parcel located at 3525 Humboldt Road.
6. To approve hosting Public Hearings at Plan Commission meetings.
7. To approve the 2020 Green Bay Plan Commission meeting schedule.

M. Report of the Finance Committee (January 28, 2020).

1. To approve a request by Department of Public Works to use 2020 budget savings from Operations Division table of organization change to fund a pick-up truck for the Building Maintenance Technician for \$35,200.
2. To approve a request to increase fees for liquor licenses effective 7/1/2020.
3. To award a 3 year contract to ESRI for GIS Mapping Software for \$188,400 (\$62,800 annually).
4. To refer to staff a request by Ald. Vanderleest to create a resolution that the City of Green Bay pays off more general obligation debt each year than new debt created. Nearly 18-20% of each yearly City budget pays solely for interest on City debt. We must do a better job to reduce our total debt and prioritize our capital expenses so we are not crowding out core services. Many cities and counties are facing these fiscal pressures and the City of Green Bay needs a plan to reduce our debt in the short and long term.
5. To receive and place on file a communication by Ald. Vanderleest:
Property taxes increased roughly 4.1% for the City of Green Bay property tax payers in 2020. Couple this increase with the water bill rate changes and the average Green Bay home owner had a roughly \$100-120 increase to their property taxes. I propose that property taxes for the City of Green Bay would NOT increase more than 1% for the 2021 budget. Green Bay is already one of the highest property tax rates in Brown County. This is causing new home buyers to pursue other less expensive properties due to the disparity in property taxes. Ashwaubenon and Bellevue are \$450-\$500 less on the average home to Green Bay. This is critical if we wish to remain competitive in Brown County for future development and growing businesses.
6. To receive and place on file the Report of the Claims Committee.

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

N. Report of the Park Committee (January 28, 2020).

1. To approve the request from Wisconsin Public Service for a 12' wide utility easement at East River Optimist Park to provide an electric service to the new concession stand.
2. To approve hiring MVR, Martin & Vleminckx, to tighten bolts on the Zippin Pippin rollercoaster for a total cost of \$71,272, to include more information in future Request for

Proposals as to the required tools and techniques recommended for this work and notify the low quote vendor why their proposal is incomplete.

3. Informational Only: To receive and place on file the staff presentation of the selection of the Bay Beach Wildlife Sanctuary as a participant in the Give BIG Green Bay fundraising campaign.

O. Report of the Personnel Committee (January 28, 2020).

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Assistant City Engineer - Public Works
 - b. Operator II - Public Works
2. To approve the request to approve 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, 2020 occurs.
3. To approve the repeal and removal of City of Green Bay Personnel Policy Chapter 26, Bridgetender Benefits.
4. Informational: To receive and place on file the report of the summer schedule results.

P. Report of the Public Arts Commission (January 22, 2020).

1. To approve the GBPAC budget for Fiscal Year Beginning January 1, 2020.
2. To approve the Alleyway Transformation RFP for a permanent art installation utilizing CDBG beautification funds, with the following amendments:
Removing the artist allocation restrictions for artist fee and materials.
Extending the duration of the Artist's piece.
Additional information available regarding the Neighborhood.
Include the parameters of the location.

Q. Report of the Traffic, Bicycle, and Pedestrian Commission (January 20, 2020).

1. To remove the 2-WAY YIELD condition on West Main Street Frontage Road at Auto Plaza Way.
2. To establish a 2-WAY STOP condition on West Main Street Frontage Road at Auto Plaza Way.
3. To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the west side of Van Buren Street from Walnut Street to Cherry Street.
4. To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Van Buren Street from Cherry Street to Pine Street.
5. To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the both sides of Van Buren Street from Pine Street to Main Street.
6. To establish a 3-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the west side of Van Buren Street from Walnut Street to Cherry Street.

7. To establish a 3-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Van Buren Street from Cherry Street to Pine Street.
8. To establish a 3-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the both sides of Van Buren Street from Pine Street to Main Street.
9. To remove the 15 MINUTE LOADING ZONE 8 AM TO 5 PM MONDAY THROUGH FRIDAY on the east side of South Broadway from a point 60 feet north of Prospect Place to a point 110 feet north of Prospect Place.
10. To establish a 1-WAY YIELD condition on Lafayette Drive at Candle Way.

R. Resolutions.

1. Resolution authorizing the Green Bay Plan Commission to hold public hearings on proposed changes to the City of Green Bay Zoning Regulations.
2. Resolution regarding vacation of portions of public right-of-way, Acme Street and Lawrence Street.
3. Resolution drawing final orders to contractors for February 4, 2020.
4. Final resolution authorizing water main and/or water services and levying special assessments against property.
5. Final resolution authorizing concrete pavement improvements and levying special assessments against property.
6. Preliminary resolution declaring intent to exercise special assessment powers under Section 66.0703, Wisconsin Statutes, for the installation of asphalt resurfacing.
7. Resolution authorizing transfer of funds from DPW Ops to DPW Capital for \$35,200.

S. Ordinances - Reading for Adoption.

1. General Ordinance 01-20
An ordinance to repeal and recreate chapter 17, GBMC, relating to electrical code.

T. Ordinances - First Reading.

1. Zoning Ordinance No. 01-20
To create a Planned Unit Development (PUD) regulating signage at 1601-1603 North Quincy Street, subject to the draft Planned Unit Development District (PUD) Ordinance.
2. Planning Ordinance No. 01-20
An ordinance amending the official map of the City of Green Bay by closing portions of Acme Street and Lawrence Street to Public Traffic.
3. General Ordinance No. 03-20
An ordinance amending Section 29.208, Green Bay Municipal Code, relating to parking regulations.

U. Referral of Petitions & Communications.

V. Committee of the Whole

I. Update and discussion on Green Bay Professional Police Association labor negotiations.

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.

W. Adjournment.

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



Report to the
Common Council
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # H.I.

To recognize Joe Faulds, Human Resources Director, as a recipient of the Future 15 award.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # I.I.

To approve the request by Shannon Jansen, 819 Roy Avenue, for up to 25 total requests for overnight on-street parking.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # I.2.

To receive and place on file the request by Ald. Johnson to address chronic flooding and drainage concerns on Antoinette Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # I.3.

To hold until the Wednesday, February 12, 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

1. Storm Water Pond Memo - 1-02-2020 MRH
2. 2018 ADP 129 OMA 18-01 Comments mrh 2-7-2018



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

INTER-OFFICE
MEMO

TO: Improvement & Service Committee

FROM: Matthew Heckenlaible, PE – Utility Manager

SUBJECT: Storm Water Facility / Pond Memo

DATE: January 2, 2020

C: Steven Grenier, PE – Director of Public Works
James Brunette, PE – Assistant Director of Public Works

Overview:

In the late 1990's, the City was notified by the WDNR that we would need to prepare and submit a Storm Water Permit Application to be a monitored municipality which would require the City to make improvements to water runoff being discharged within the City of Green Bay.

As such, the City started looking at projects that could potentially benefit from storm water discharge benefits. As the City did not have an ordinance to actively enforce, all we could do was 'plan' and 'suggest' storm water management be incorporated into developments and projects.

The City required storm water management to be incorporated into the University Highlands Subdivision off of Spartan Road as was indicated in preliminary drawings, but as there wasn't an ordinance the subdivision was constructed without any such BMP's.

West Mason Street Facility – new storm water facility constructed as part of the WISDOT reconstruction of West Mason Street in 1997

In 1998 the City requested the new Aurora Hospital complex to manage storm water which they willingly accommodated.

Barina Creek Parkway – 1998 to 2000, relocation of unnamed tributary streams, modification of floodplain and environmentally sensitive designations from Brown County for the drainage from the roadways associated with the Red Smith School construction and associated future residential developments.

June 2001, Proctor and Gamble proposed to construct a large warehouse facility immediately east of S Huron Road in which the City requested them to manage storm water not only for their property but also 'Out Lots' that would be between their warehouse and S Huron Road. They willingly accommodated.



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Storm Water Ordinance was adopted December 2001 and with implementation and enforcement of the ordinance to commence immediately but there wasn't any 'guidance' in how to do that. It was a slow and gradual implementation.

Residential / Commercial Development in somewhat of a chronological order:

Summer Place Estates (2000) – Developer was required to manage storm water in the northerly portion of the development prior to discharging to the West Mason Street / Hillcrest Road ditch system which ultimately discharges in to waters controlled by the Oneida Nation. This was constructed by the developer prior to the road right-of-way infrastructure improvements being completed.

McAuliffe Hghts Sub'd: started the platting process in 2000; Plat recorded 2/2001 – City had the desired to require / do storm water management along the south side of Sitka but again no ordinance to enforce (No Storm Water Required) Christa McAuliffe Storm Water Facility retrofitted into Park in 2014.

McAuliffe Hghts Sub'd Phase II: Plat recorded 1/2002 – just past Storm Water Ordinance being adopted; process started prior to ordinance (No Storm Water Required) Christa McAuliffe Storm Water Facility retrofitted into Park in 2014.

McAuliffe Hghts Sub'd Phase II: 1/2003 – no land available to City charged "Fee in Lieu of"

University Highlands (Spartan Road) – initial phases constructed in 2001, storm water requested but developer refused to do as there was no ordinance to require it. City RETROFITTED Larschied pond into the southwesterly portion of the subdivision in 2010 to aid in meeting our WDNR Permit TSS reduction requirements.

Huron-Sitka Pond: As the City had limited knowledge on the design and construction of storm water facilities, the City opted to hire a consultant to do the 'design' to not only meet water quantity reduction requirements but also address a water quality benefit. Robert E Lee began the design of this facility in 2001 in anticipation of the Huron Road reconstruction along with preventing the ditches from further eroding from the storm sewer discharge point to Baird Creek. Constructed 2002 for Huron Road Reconstruction

Woodside Heights Sub'd – Plat / Fees 2003; City charged "Fee in Lieu of" as the Huron – Sitka Pond existed.

Subsequent phases of Woodside Heights Sub'd also were charged "Fee in Lieu of"

Wood Winds Estates (Star Creek Court) – Plat / Fees 2003; City charged "Fee in Lieu of" as the Huron – Sitka Pond existed.

Due to next phases of Huron Road (Woodside Road) construction / reconstruction, the City again hired Robert E Lee to look at the corridor and recommend storm water facility locations and ultimately perform storm water facility design services. Three (3) storm water facility locations



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Green Bay, WI 54301
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Fax (920) 448-3102

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were selected Huron Pond #2 – Northeast corner of Huron Road and Whittier Drive; Huron Pond #3 – Southeast corner of Huron Road and Baird Creek; and Huron Pond #4 – Northeast corner of Huron Road and Baird Creek.

Royal Woods Estates: Final Plat / Fees - 12/2003; City Charged “Fee in lieu of” AND required the Developer to pay for the land on which the future storm water facility would be located (1.5 acres). The City opted to design and construct this storm water facility due to the encouragement and significant concerns expressed by both the City’s Park, Recreation and Forestry Department and the Baird Creek Preservation Foundation about letting storm water discharge from the subdivision unchecked and uncontrolled and ultimately eroding out the steep slopes immediately adjacent to the subdivision leading into the south branch of Baird Creek.

Huron Pond #2 and #3 were ultimately constructed in phases by the developers of Baird Creek Preserve / The Preserve beginning in 2006 which also allows Huron Road and Whittier Drive water to be discharged and managed within them prior to being discharged into Baird Creek.

Huron Pond #4 was ultimately constructed by the developer of the Stone Garden Development

Eaton Heights: Final Plat / Fees - 3/2005; Developer had a consultant prepare a storm water report, design and ultimately constructed the storm water facility; Developer owned this storm water facility up until 2019 when they deeded it over to the City. City designed and constructed the infrastructure.

Largo Ridge: 9/2004 plat review comments – Storm water management will need to be addressed and implemented for all areas. (Did not proceed with Development)
3/2005 – same requirements (Did not proceed with Development)
5/2006 – same requirements (Did not proceed with Development)

Brown County Farm Pond: Constructed 2007

Largo Ridge: 7/2012 – small development, 10 lots which the Developer hired a consultant to design - ERU as Brown County Farm Pond was constructed
3/2013 – expanded development to 39 lots still consultant design – ERU (Did not proceed with Development)
3/2014 – expanded development to 39 lots still consultant design – ERU City constructed infrastructure from consultant design.

Mackinaw Estates (2004) – Developer was required to design and build a small storm water facility in the northwesterly portion of the property. City designed and constructed the infrastructure.

Hannah Heights / Platten Place (2004) Developer was required to prepare and implement a storm water management plan which was a infiltration swales along the rear of the properties/lots and dry detention area that discharged into an infiltration facility prior to being discharged to the rail



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Green Bay, WI 54301
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Fax (920) 448-3102

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road ditch in the southeasterly corner of the development. City designed and constructed the infrastructure.

Thomas J Juza's Shorewood Height's 1st Addition (2004) Developer was required to prepare and implement a storm water management plan which included a wet detention pond east of Sussex Road and south of Chruch Road. Developer design and construction of infrastructure.

Excalibur 2nd Addition (2005) Developer was required to prepare and implement a storm water management plan which included a wet detention pond in the southeast corner of Kathy Drive and Paula Street. Developer design and construction of infrastructure.

Ponds @ Baird Creek (2005) – Developer Design / Build which allow the streets to discharge storm water into them and be managed by these storm water facilities.

Majestic Heights Subdivision (Remington Road / Lost Ridge Court)(2005) Developer was required to prepare and implement a storm water management plan which was a wet pond in the northwest corner of Remington Road and Lost Ridge Court prior to discharging to an unnamed tributary to Baird Creek. Developer design and construction of infrastructure.

Mahon Creek Sub'd & 1st Addition – City Designed the right-of-way infrastructure; Developer was required to design and implement storm water management.

Sand Ridge Park Sub'd (2017) – Developer was required to prepare and implement a storm water management plan which included a wet detention pond north of West Point Road west of Sandstone Place. Developer design and construction of infrastructure.

Pine Acres Estates (2018) – Developer was required to prepare and implement a storm water management plan which included a wet detention pond and bio-filtration in the southwesterly portion of the development near Buckthorn Trail and Crestwood Springs Court. Developer design and construction of infrastructure.

The Rail Yard – (2018/2019) Developer was required to prepare and implement a storm water management plan which included a wet detention pond east of Donald Driver Way. Developer design and construction of infrastructure.

Conclusion / Considerations:

- Grandview Heights / Grandview Place (development in question) Area Development Plan 129 dating back to November 11, 2003 and Official Map Amendments 14-01 (November 17, 2014), 15-01 (June 24, 2015) and 18-01 (February 7, 2018) storm water management has been noted within a continuous memo stating that “The developer(s) will need to meet the City of Green Bay's Storm Water Management Ordinance for all proposed areas and create a formal storm water management plan”. Attached and highlighted is the continuous memo. Area Development Plans and Official Map



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Fax (920) 448-3102

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Amendments aid in planning, design and reserves appropriate land for necessary improvements.

- Per 30.06 (1) “*Responsible party. The landowner* or the post-construction site or other person contracted or obligated by other agreement with the landowner to implement and maintain post-construction storm water BMPs is the responsible party and shall comply with this chapter.”
- As there is no agreement between the City and Developer for Grandview, the ‘landowner is the responsible party’ to comply with the Storm Water Management Requirements.
- The majority of the development projects listed above the Developer designed and implemented the required storm water management features.
- Since 2004, the majority of the projects listed above were consultant designed with
- Some of the above storm water management features were or will be turned over to the City for future maintenance and up-keep.
- DPW’s Position as it relates to the management of storm water for NEW development, reconstruction and/or redevelopment of properties is placed on the Developer as can especially be seen in most of the development examples listed above.
- HOWEVER?
 - Developer complete a prepares a storm water management plan;
 - Developer prepares a storm water management design that is consistent with City / DPW standards and requirements;
 - Developer deeds over all necessary lands (no cost to the City)
 - Developer grants all necessary easements for conveyance of storm water; and
 - Developer agrees to pay actual costs associated with the construction, stabilization and final vegetation of the proposed storm water facility;
 - The City / DPW would be willing to construct said storm water facility as part of Infrastructure construction contracts.



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Green Bay, WI 54301
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Fax (920) 448-3102

INTER-OFFICE
MEMO

TO: Steven Grenier – Director of Public Works

FROM: Matthew Heckenlaible – Utility Manager

SUBJECT: ADP 129 – OMA ~~14-01~~ ~~15-01~~ 18-01
Storm Water / Sanitary Sewer / Pavement
Comments

DATE: November 17, 2014
Revised/Up-dated June 24, 2015
Revised/Up-dated February 7, 2018

C: James Brunette – Assistant Director of Public Works
Tom Giese – Right-of-way Specialist

Comments:

November 11, 2003 Interoffice Memo:

We have reviewed the proposed amendment to ADP 129 and have the following comments to the proposed street layout, and for providing sanitary sewer service and storm water management for the subject development:

1. Besides Rocky Arbor Trail, there should be an east-west corridor that connects Erie Road to Grandview Road. The unnamed road that intersects Erie Road to the south of Ashby Lane would be the ideal choice. This road could connect to Grandview to the north or south of the existing home at Grandview. This road shall have a right-of-way width of 70 feet. (Copper Falls Way)
2. The connecting east-west roads would not have to be a straight shot, which would lend itself to possibly faster speeds through the subdivision. There could be some reverse curves put in to help with traffic calming, like the one shown near the Erie Road intersection.
3. The east-west roadway should line up with a through roadway east of Grandview Road. (Through modifications of the ADP – this no longer occurs. There are offset intersections at Grandview for proposed Road E and proposed Road D which is not desirable as this creates conflict points for motorists.)
4. Internal sanitary sewer would come off of the proposed southern reach of the Baird Creek Interceptor Sewer with a portion of this sewer being constructed during the winter of 2003-2004 and should be available at the northwestern reaches of the proposed ADP by April 2004. (Sanitary Interceptor Sewer has been constructed; additional infrastructure required. The route of the proposed north-south portion of the sanitary interceptor sewer through the remainder of the proposed development has been altered and will be constructed within Erie Road and Grandview Road. The interceptor will need to be



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extended from its current location within Rocky Arbor east to Grandview within Rocky Arbor. The route modifications were due to existing wetlands that WDNR had concerns about permitting per a meeting with WDNR and City Staff 12/2017.).

5. The developer(s) will need to meet the City of Green Bay's Storm Water Management Ordinance for all proposed areas and create a formal storm water management plan. DPW – Engineer is reserving a minimum of five (5) locations for storm water facilities, which will range in size from 2.4 Acres to 7.6 Acres of land. The approximate locations of the storm water facilities are shown on the attached sketch. A formal storm water management plan will need to be prepared identifying locations and sizes for storm water management facilities such that appropriate land areas can be set aside along with appropriate access, right-of-way and/or easements, to these facilities. The proposed ADP is identifying locations for proposed storm water management facilities but does not address access, proper sizing of the facilities, existing and proposed drainage basins and routing of the proposed storm sewers to and from the proposed storm water facilities.
6. Storm water management will be a challenge in these areas due to the rolling terrain a combination of swales and sewers would strongly encouraged in this area. Provided the ADP is adopted, advance planning of the storm water management plan for this area could be formally designed and completed. The storm water management plan may require pre-grading of the site and additional easements to convey storm water. (Still applicable, The above comment is still applicable for OMA 18-01.)
7. Upon review of the WDNR's 1986 Wetlands Inventory Map it appears that there may be some wetlands in the proposed ADP development, and prior to final approval of the ADP that a wetlands study be completed and submitted to the City. (Still relevant and not addressed. A wetland determination/delineation had been completed, but prior OMA's did not address avoidance as OMA 18-01 is attempting to now address.)
8. The wetland determination / delineation report indicated that there is a waterway in the southerly portion of the proposed development near the intersection of proposed Road A and Road F. The report did not indicate whether that waterway was navigable or not and WDNR indicated concerns during the 12/2017 meeting with WDNR and City Staff and recommended that a formal navigability determination be made. It was too late in the season to have that determination made as winter set in. This could have a significant impact on the proposed road and lot layout near the intersection of Road A and Road F.

November 14, 2014 Comments:

A review of the 2014 aerial photographs and the WDNR Wetland Inventory documents indicate that there may be wetlands or areas suspected to have wetland indicator soils. Per the proposed official map amendment 14-01, several of the storm water facility are shown to be in these areas. Per WDNR requirements, storm water facilities cannot be located within a water way or wet land area. (Still applicable)



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It is also DPW's practice not to accept any road right-of-way that contains wetlands. (Still applicable. Rights of way proposed within OMA 18-01 are avoiding wetlands but as indicated above there is a concern about a potential navigable waterway near the intersection of Road A and Road F.)

Therefore, it would be recommended that a wetland determination of the amendment area be completed. Still recommended. A wetland determination and delineation has been completed and concurred with by WDNR.

OMA 15-01 does not address storm water management facility locations and wetland concerns which are still relevant topics as this may impact the proposed layout, platting and construction of this area. OMA 18-01 address location but does not address access, adequate area as would be detailed within a formal storm water management plan as required in Chapter 30 of the City's storm water ordinance.

Based upon OMA 14-01 : Utilizing a quick area calculation based upon old WDNR guidance documents the minimum pond surface area shall be 2% of the drainage area. Additional land will then be required for sloping and buffering. (For conceptual land areas required, actual areas would need to be determined based upon a formal storm water management plan)

Area 1 – Approximately 16 acres of drainage area which will be mixed multi-family, residential and senior living. $16 \text{ Ac} \times 2\% = 0.32 \text{ Acres} \times 2$ for buffer and sloping so a minimum of 0.64 acres should be reserved for this particular storm water facility.

Area 2 – Approximately 46.7 acres of drainage area which will be mixed multi-family, residential and senior living. $46.7 \text{ acres} \times 2\% = 0.93 \text{ acres} \times 2$ for buffer and sloping, so a minimum of 1.86 acres should be reserved for this particular storm water facility.

Area 3 – Approximately 46.4 acres of drainage area which will be mixed, multi-family, Townhomes, Senior living, commercial and residential. $46.4 \text{ acres} \times 2\% = 0.92 \text{ acres} \times 2$ for buffering and sloping, so a minimum of 1.84 acres should be reserved for this particular storm water facility.

Area 4 – Approximately 7.5 acres of drainage area which will be mixed residential and commercial. $7.5 \text{ acres} \times 2\% = 0.15 \text{ acres} \times 2$ for buffering and sloping, so a minimum of 0.30 acres shall be reserved for this particular storm water facility.

Area 5 – The drainage basin extends outside of the proposed map amendment and should account for the drainage down to Finger Road. Therefore the overall drainage basin would be around 120 acres which would be mixed uses of Townhomes, commercial, and residential. $120 \text{ acres} \times 2\% = 2.4 \text{ acres} \times 2$ for buffering and sloping, therefore a minimum of 4.8 acres shall be reserved for this particular storm water facility.



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Area 6 – the cul-de-sac and northerly east-west roadway appears that it could be in areas of wetlands or in areas of wetland indicator soils. Therefore, developing this area and providing storm water management may have to be completed by enlarging another storm water facility, such as Area 5 to offset the non-treatment in this area.

Area 7 – A storm water facility was not indicated in this area but it would be treating Rocky Arbor Trail, northerly portions of Wissota Way and Buckhorn Lane along with the north-south roadway north of Rocky Arbor Trail. This storm water facility would also manage the runoff from the proposed park property. This drainage basin is approximately 37.1 acres of mixed uses, park, townhomes, residential and multi-family. $37.1 \text{ acres} \times 2\% = 0.74 \text{ acres} \times 2$ for buffering and sloping, so a minimum of 1.48 acres shall be reserved for this particular storm water facility.

The sanitary interceptor sewer has been installed from Erie Road east along Rocky Arbor Trail (OMA 2014) (in 2003 referred to as Ashby Lane) to Buckhorn Lane and then south on Buckhorn Lane to approximately 500 feet south of Rocky Arbor Lane on Buckhorn Lane. The sanitary interceptor sewer is to extend to the south along Buckhorn Lane until the intersection of the southerly most east west street/cul-de-sac (which is now Road G in OMA 15-01). From there it will go east 295 feet to the westerly property line extended of parcel 21-13. It would then proceed southerly along the westerly property line of parcel 21-13 until it crosses Finger Road at which time it would join up with the existing sanitary sewer easement on the south side of Finger Road to East Mason Street. The sanitary interceptor sewer route has been modified due to wetland permitting concerns and conflicts as indicated above.

~~In OMA 15-01, Buckhorn Lane is now proposed to terminate at Road E and turn into pedestrian ways from Road E to Road G. In order to construct and maintain the sanitary interceptor sewer, a 60 foot permanent easement centered on the sanitary interceptor sewer will be required and a 30 foot limited easement on the easterly side of the 60 foot permanent easement will also be required. The sanitary interceptor sewer in this area ranges from 24 to approximately 30 feet deep. It is intended to service undeveloped areas south of Finger Road. No longer applicable.~~

~~The City has already obtained the easterly portion of the 60 foot permanent easement and the 30 foot limited easement from Parcel 21-13. Looking at the lot layout, there is no common property line with the westerly lot line of Parcel 21-13. As such, the sanitary sewer would then need to go through the entire lot. No longer applicable.~~

~~Due to the depth of the sanitary interceptor sewer, constructing it to South Grandview Road from Road E would not be desirable due to other existing utilities already occupying the road right-of-way, primarily a 36 inch water transmission line and an 8 inch water distribution line on the east side of the road with gas and electric on the other side. The sewer excavation would consume the majority of the road right-of-way and put these existing utilities at risk. No longer applicable.~~



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The sanitary interceptor sewer was constructed in 2003 down Erie Road from Whittier south to just north of the southerly branch of Baird Creek. A dead end manhole was constructed at the a proposed roadway as shown in the currently approved ADP 129. It appears that Copper Falls Way is being proposed approximately 100 to 150 feet north of where the originally proposed street had been located. (DPW NOTE: NO AS-BUILT PLAN FOR SEWERS 10-03 EXIST WITHIN THE ERIE ROAD SCANNED PLANS) **This is still applicable regarding OMA 18-01.**

Without needing to add a new manhole in Erie Road, it would be my recommendation that the proposed Copper Falls Way be relocated south to where it is shown on the Official Map today. **OMA 15-01 still has the proposed Copper Falls Way located north of the originally located roadway where a sanitary sewer manhole and sewer stub has been previously constructed. This is still applicable regarding OMA 18-01.**

The westerlys portion of Copper Falls Way, Peninsula Place and Blue Mound Circle to the proposed pedestrian walk way should be able to be serviced with sanitary sewer from the existing sanitary sewer in Erie Road. **(Still applicable) This is still applicable regarding OMA 18-01.**

The portion of Rocky Arbor Trail **(OMA 14-01)** and the southerly portion of the unnamed street on the east side of the park would be serviced from a sanitary sewer coming from the existing Rocky Arbor Trail. The northerly portion of the unnamed street on the east side of the park would need to be serviced from a sanitary sewer that loops around from the north side coming from Grandview Road. **(Still applicable) Due to the modification of the sanitary sewer interceptor route, servicing this area has not been reviewed and will need to be determined at a later time and will not be addressed regarding OMA 18-01.**

The proposed layout east of Grandview Road would ultimately be serviced from the proposed 18-inch sanitary interceptor sewer in Buckhorn Lane. A 15-inch sewer would be extended to the easterly limits down Copper Falls Way at minimum slope (0.16%) such that the sewer could be extended further to the east. **(Still applicable) Due to the modification of the sanitary sewer interceptor route, servicing this area has not been reviewed and will need to be determined at a later time and will not be addressed regarding OMA 18-01.**

The remainder of the proposed layout east of Grandview Road could be serviced from the proposed 15-inch sewer in Copper Falls Way. Preliminary layout was completed utilizing the slope for an 8-inch sewer (0.40%). Exact sizing and slopes would need to be completed in order to service this Official Map Amendment and properties east and abutting both sides of Northview Road and possibly as much as ½ east of Northview Road if necessary for future development needs. **(Still applicable) Due to the modification of the sanitary sewer interceptor route, servicing this area has not been reviewed and will need to be determined at a later time and will not be addressed regarding OMA 18-01.**



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~~From OMA 14-01: General sanitary sewer service; undeveloped drainage basins; and wetlands and/or areas of wetland indicator soils (wetlands) are attached again.~~

The following were from the OMA 14-01 pavement review completed by Kristin Romanowicz.

The findings of my review of the Official Map Amendment for the Grandview Place Traditional Neighborhood Development Plan are summarized as follows:

Based upon the information provided, it appears that the proposed street layout would meet most of the applicable requirements for subdivision and platting. Accommodations for radii on corner lots, proposed right of way widths, visibility requirements appear to be adequately addressed with the proposed layout. Some potential exceptions include:

1. The right of way width for Copper Falls Way and South Grandview Road were not specifically called out in the narrative, but should meet the minimum requirement for collector street classification (70').
2. The street grades were not able to be reviewed with the information provided, but with the rolling topography would be expected to be within the allowed limits.
3. The radius for the approach to a cul-de-sac turnaround needs to be a minimum 30 feet. This requirement should be reviewed for the southernmost cul-de-sac off Buckhorn Lane to ensure it is sufficient and the proposed lot layout is feasible.
4. Is the intent of Rocky Arbor Trail to be a collector street in its design? If so, the alignment should include a minimum 100' tangent between reverse curves.
5. The right of way of Road A, north and south of Copper Falls Way appear to have angle points as transitions and not a curved transition.
6. There are offset intersections at Grandview for proposed Road E and proposed Road D which is not desirable as this creates conflict points for motorists.

The position of Copper Falls Way is shifted to the north apparently due to the presence of the south branch of Baird Creek. This shift is acceptable based on pavement related concerns and construction and permit related concerns with construction over wetlands/creek, but does still have the sewer connection concerns identified by M. Heckenlaible in his memo dated 11/14/14.

Street names will need to have the appropriate suffix for the street type.

The development to the east of this location impacts the classification of the east-west street exiting to the east from Grandview, immediately to the south of Copper Falls Way. Based on the near spacing of this street to Copper Falls Way, this street should be classified as a local street.

Within the portion east of Grandview Copper Falls Way is used as a roadway. As it is not continuous with the westerly Copper Falls Way, a different name shall be utilized.



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Block lengths in residential areas shall not exceed 1500 feet and dedicated pedestrian ways not less than 15 feet wide through center of blocks more than 900 feet long and/or at the end of cul-de-sacs should be provided. Copper Falls Way, between Erie and Buckhorn, exceeds 1500 feet; and Grandview Road, between Unnamed Street to south and Copper Falls Way exceeds 900 feet; and Grandview Road, between Copper Falls Way and Rocky Arbor Trail exceeds 900 feet.

Similar to that referenced in M. Heckenlaible's memo, the proximity of the stormwater pond to wetlands and south branch of Baird Creek would present challenges in permitting and construction. In addition, the illustrated proximity of the stormwater pond to the roadway and adjacent properties may not be accurate in considering constructability and design.

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 Green Bay, WI 54301
 Tel (920) 448-3100
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**SUBDIVISION AND
 CERTIFIED SURVEY MAP
 CHECKLIST & COMMENTS**

Approved By: [Signature]
 Date: 03/19/19

Date Received: 3/13/19		CP 16-09 GRANDVIEW PLACE PRE-FINAL - 2019	
☐ Preliminary Plat		☒ Pre-Final Plat	☐ C.S.M.
SANITARY AND STORM SEWER		COMMENTS:	
1	Sanitary Sewer Service Available? ☒ Yes ☐ No ☒ Can be made available	Storm water management will need to conform to the requirements found in Chapter 30 of the City's Ordinance Codes and WDNR requirements. Grading plan and storm water plan shall meet the requirements found in 14-208, with specific attention being paid to 14-208(b)(2) that the elevations must be in the City Datum. The grading plan shall also extend beyond the proposed development limits to show any impact on existing lands 14-208(b)(1).	
2	Sewer Easement(s) Required? ☒ Yes ☐ No		
3	Backyard Drainage Required? ☒ Yes ☐ No Amount of Drainage Bond =		
4	Stormwater Management Plan Required? ☒ Yes ☐ No ☐ Fee in lieu of		
Reviewed By: RDP		Date: 3/19/19	
STREET GRADES		COMMENTS:	
5	Contours Required? ☒ Yes ☐ No	The City will need the property for the pond maintenance in the northwest corner of the west pond. The +/- 10 foot wide area in this corner needs to be included with the pond so that it is available for maintenance. The easement that is parallel to the ATC lines is listed as a utility easement and shall be called a storm sewer easement. The utility easement along Erie Road is similar, it shall be called a storm sewer easement. There is an easement between lots 13 and 14 that runs north/south. This easement will be a private easement. The City will need an easement for all of the east pond. The project will be submitted to WDNR for a common permit. If the property is not under common control the permit may not be issued. Lastly, the easement for the cul-de-sac should be included.	
	Grading Required? ☒ Yes ☐ No Amount of Bond =		
HORIZONTAL ALIGNMENT			
R/W Widths	☒ OK ☐ See Comments		
Curves	☒ OK ☐ See Comments		
Intersections	☒ OK ☐ See Comments		
6	Meet alignment of streets in adjoining plats ☒ OK ☐ See Comments		
	Street Names ☒ OK ☐ See Comments		
	Sidewalks Note Required? ☒ Yes ☐ No		
Reviewed By: EJB		Date: 3/13/19	
DO LOTS AND STREETS HAVE IMPROVEMENTS?		COMMENTS:	
7.	Sanitary Laterals ☐ Yes ☒ No	Parcel is currently a farm field with sanitary sewer running within the proposed Right of Way of Rocky Arbor Trail. Erie Road is a rural asphalt roadway without curb and gutter.	
	Storm Laterals ☐ Yes ☒ No		
	Pavement ☐ Yes ☒ No		
	Curb & Gutter ☐ Yes ☒ No		
Reviewed By: MMA		Date: 3/18/2019	
8 UTILITY EASEMENTS/STREET LIGHTS			
COMMENTS:			
New street lights required due to new road and Intersection: 1 - 14,000 lumen LED street light at the NE corner of Erie Rd and Rocky Arbor Trail; and 5 - 9,000 lumen LED street lights across from Lots 3 & 4, at Lots 6 & 7; across from Lots 10 & 11; at Lots 13 & 14, and on the SE corner of Rocky Arbor Tr and future Wissota Way.			
Reviewed By: DJAH		Date: 03/14/2019	
ADDITIONAL COMMENTS:			
1) Identify by name the beneficiary of Storm Sewer, Sanitary Sewer and Drainage Easements including all conditions of easements. (thg) 2) Correct distance on line at NW corner of Outlot 1, line with bearing of S33°24'11"W should be 64.37'. (thg) 3) Check curve data table for information of curve on Lot 18, does not seem to match map. (thg)			



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # I.4.

To hold until the Wednesday, February 12, 2020 Improvement and Services Committee meeting 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

1. 2019 Overnight On-Street Parking Request
2. Overnight Parking Locations
3. 2020 possible overnight parking code change

City of Green bay, WI
2019 Overnight On-Street Parking Request
Data/Statistics
(October 2019)

Current Actual Information:

- There were 7,917 overnight on-street parking requests documented between 1/1/19 and 10/8/19 (281 day period); which translates to 10,284 requests per year
- There are approximately 34,000 residences in the City of Green Bay
- Overnight on-street parking requests are relatively evenly-spaced between I-41 on the west side and the Bader Street/Danz Avenue line on the east side (see map)
- Overnight on-street parking requests are still prevalent outside of the zone noted above (see map)
- Data does not support any specific areas toward the core of the City that have a higher overnight on-street parking request rate (see map)
- Actual data identifies that there are an average of only 28 overnight on-street parking requests each night
- Actual data identifies that only 0.08% of total City residences are requesting overnight on-street parking permission each night

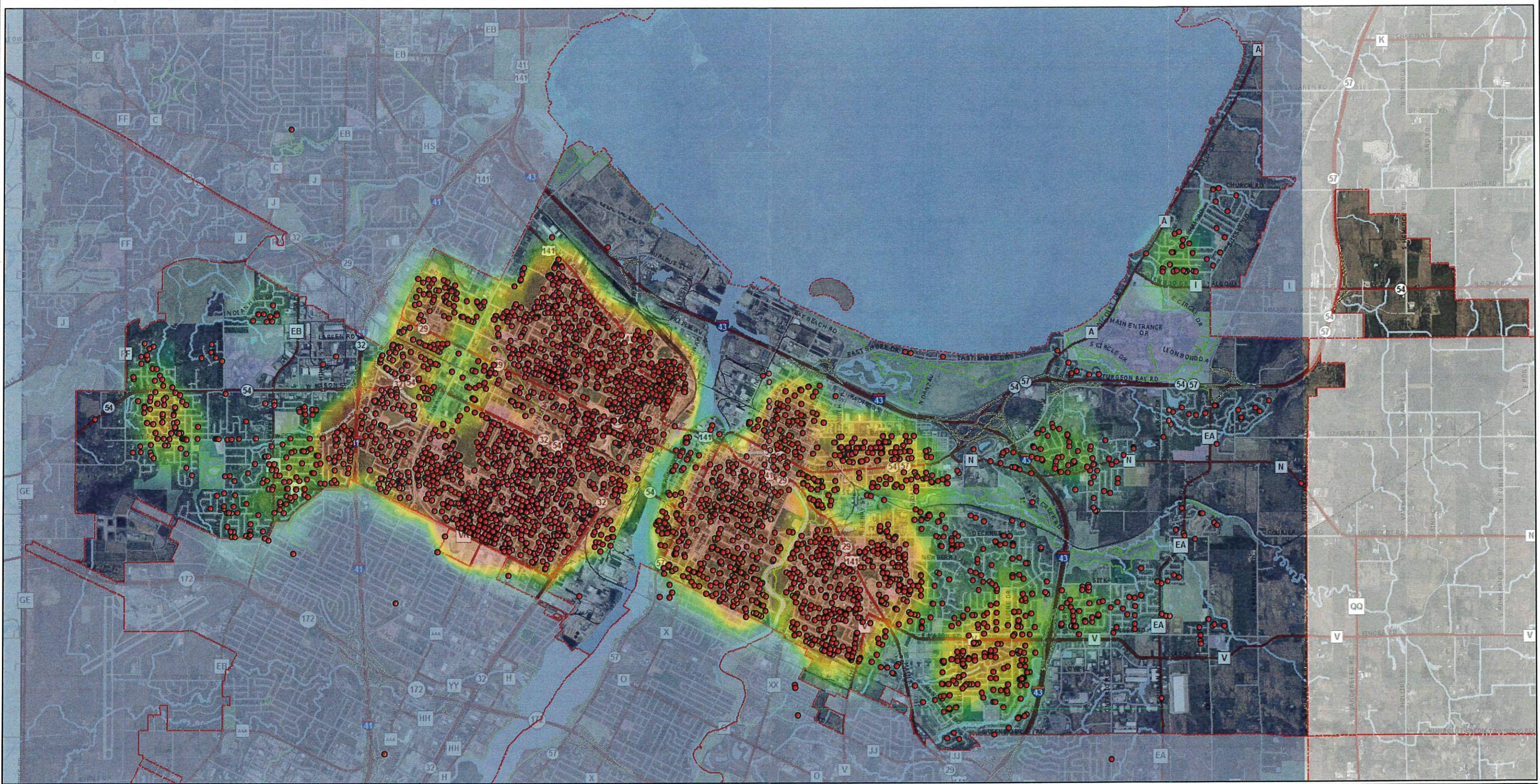
Worst-Case Information:

If *all* residences use their allowed six (6) overnight parking events each year, then:

- Six (6) 2-week events & zero (0) 1-day events = 2,856,000 vehicle-parking-nights/year
- Five (5) 2-week events & one (1) 1-day event = 2,414,000 vehicle-parking-nights/year
- Four (4) 2-week events & two (2) 1-day events = 1,972,000 vehicle-parking-nights/year
- Three (3) 2-week events & three (3) 1-day events = 1,530,000 vehicle-parking-nights/year
- Two (2) 2-week events & four (4) 1-day events = 1,088,000 vehicle-parking-nights/year
- One (1) 2-week events & five (5) 1-day events = 646,000 vehicle-parking-nights/year
- Zero (0) 2-week events & six (6) 1-day events = 204,000 vehicle-parking-nights/year
- Compared to worst-case numbers, the City of Green Bay currently is granting between 0.4% and 5.0% of the possible number of daily overnight on-street parking variations each year

Conclusions:

- At a 5% overnight on-street parking request rate (compared to the possible maximum number of requests) the current overnight on-street parking program is very manageable by Parking Division without any modifications
- The City's current overnight on-street parking program includes allowances for special circumstances
- Parking Division maintains that there currently is no need to establish an overnight on-street parking permit program in the City of Green Bay



0 5,000 10,000 Feet
 1" = 5,000'
 1:60,000

Legend

- Overnight Parking Locations
- High Density of Overnight Parking
- Low Density of Overnight Parking

Overnight Parking Locations City of Green Bay

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

Map prepared by City of Green Bay Department of Public Works, B. Rhode
 Date Printed: 08 Oct 2019
 X:\PubWorks\GIS_Projects\Parking\OvernightParking\OverNight_Parking.mxd

City of Green Bay Municipal Code - 29.203 (12) *Night parking*
EXISTING CODE (1/6/20)

(a) *Prohibition.* Except as otherwise provided in this section, no vehicle shall be parked on any city street between the hours of 3:00 a.m. and 5:00 a.m.

(b) *Exception.* A person may park a motor vehicle on a city street between the hours of 3:00 a.m. and 5:00 a.m. only under the following circumstances:

1. Parking division approval is received prior to 2:00 a.m. or as soon as possible after the circumstance justifying the parking arises.
2. Approval will only be granted in certain exceptional instances; namely disabled vehicles, lot/driveway construction, houseguests, or other emergency situations for periods of up to two calendar weeks.
3. Prior parking division approval is required for each day the vehicle will be parked on the street between 3:00 a.m. and 5:00 a.m., unless blanket authorization is granted by the parking division manager.

City of Green Bay Municipal Code - 29.203 (12) *Night parking* (Assuming even/odd parking allowance summer-only)

(a) *Prohibition.* Except as otherwise provided in this section, no vehicle shall be parked on any city street between the hours of 3:00 a.m. and 5:00 a.m.

(b) *Exception.* A person may park a motor vehicle on a city street between the hours of 3:00 a.m. and 5:00 a.m. only under the following circumstances:

1. November 1 to April 1; parking is allowed on the odd-numbered address side of the street only on days with an odd numbered calendar date. The calendar date corresponds to the day during which the 3:00 a.m. to 5:00 a.m. period occurs.
2. November 1 to April 1; parking is allowed on the even-numbered address side of the street only on days with an even numbered calendar date. The calendar date corresponds to the day during which the 3:00 a.m. to 5:00 a.m. period occurs.
3. Prior Parking Division approval is required for each day a vehicle must be parked on the street between 3:00 a.m. and 5:00 a.m. contrary to the exceptions noted above. Exceptions will be granted only for extreme situations such as disabled vehicles, as deemed necessary by Parking Division.

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City of Green Bay Municipal Code

29.203 (12) Night parking

(Assuming even/odd parking allowance year-round)

(a) *Prohibition.* Except as otherwise provided in this section, no vehicle shall be parked on any city street between the hours of 3:00 a.m. and 5:00 a.m.

(b) *Exception.* A person may park a motor vehicle on a city street between the hours of 3:00 a.m. and 5:00 a.m. only under the following circumstances:

1. Parking division approval is received prior to 2:00 a.m. or as soon as possible after the circumstance justifying the parking arises. November 1 to April 1: parking is allowed on the odd-numbered address side of the street only on days with an odd numbered calendar date. The calendar date corresponds to the day during which the 3:00 a.m. to 5:00 a.m. period occurs.
2. Year-round: parking is allowed on the even-numbered address side of the street only on days with an even numbered calendar date. The calendar date corresponds to the day during which the 3:00 a.m. to 5:00 a.m. period occurs.
3. Prior Parking Division approval is required for each day a vehicle must be parked on the street between 3:00 a.m. and 5:00 a.m. contrary to the exceptions noted above. Exceptions will be granted only for extreme situations such as disabled vehicles, as deemed necessary by Parking Division.

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Sec. 29.203. - Class "B" parking violations.

(1/6/20 FULL TEXT)

- (1) *No parking at any time.* No vehicle shall be parked on a street that the common council has designated as no parking at any time.
- (2) *Bus stops.* No vehicle shall be parked in a duly designated bus stop.
- (3) *Narrow thoroughfares.* No vehicle shall be parked in a street or alley that is less than 18 feet wide from curb to curb.
- (4) *Railroad crossing.* No vehicle shall be parked within 50' of the nearest railroad crossing.
- (5) *Improper parallel parking.* Upon any street where traffic is permitted to move in both directions simultaneously and where angle parking is not clearly designated by official traffic signs or markings, no vehicle may park unless parked parallel to the edge of the street, and faced in the direction of traffic on that side of the street. Upon a one-way street or divided street where parking on the left side of the roadway is clearly authorized by official traffic sign or markings, vehicles shall be parked as indicated by such markings and faced in the direction of traffic on that side of the street. No vehicle shall be parallel parked in excess of 12 inches from the curb line. No vehicle shall be parallel parked in such a manner as to situate the front or rear of the vehicle less than two feet from the front or rear of any other vehicle.
- (6) *Crosswalks.* No vehicle shall be parked within 15 feet of the near limit of a crosswalk whether marked or unmarked.
- (7) *Intersections.* No vehicle shall be parked within an intersection.
- (8) *Safety zones.* No vehicle shall be parked between a safety zone and the adjacent curb or within 15 feet of a point on the curb immediately opposite the end of a safety zone unless a different distance is clearly indicated by an official sign or marker or parking meter.
- (9) *School zones.* No vehicle shall be parked upon the near side of a through street adjacent to a school during hours when school is in session.
- (10) *Driveway entrances.* No vehicle shall be parked within four feet of the entrance of any public or private drive or driveway.
- (11) *Terraces and sidewalks.* No vehicle shall be parked on any terrace area or across a sidewalk.
- (12) *Night parking.*
 - (a) *Prohibition.* Except as otherwise provided in this section, no vehicle shall be parked on any city street between the hours of 3:00 a.m. and 5:00 a.m.
 - (b) *Exception.* A person may park a motor vehicle on a city street between the hours of 3:00 a.m. and 5:00 a.m. only under the following circumstances:
 1. Parking division approval is received prior to 2:00 a.m. or as soon as possible after the circumstance justifying the parking arises.

2. Approval will only be granted in certain exceptional instances; namely disabled vehicles, lot/driveway construction, houseguests, or other emergency situations for periods of up to two calendar weeks.

3. Prior parking division approval is required for each day the vehicle will be parked on the street between 3:00 a.m. and 5:00 a.m., unless blanket authorization is granted by the parking division manager.

(13) *Residential parking districts.* No vehicle shall be parked in a residential parking district unless the vehicle displays a valid resident's or visitor's permit or the vehicle is a service vehicle and its occupants are actively rendering service to residents in the area.

(14) *Street maintenance or snow removal areas.* No vehicle shall be parked in any area which is marked with a sign indicating said area is to be left vacant for the purpose of street maintenance or snow removal.

(15) *Blocking egress.* No vehicle shall be parked in any parking facility in such a manner as to inhibit proper ingress and egress to such lot or on any service lane, access lane, aisle, or pedestrian walk within such lot.

(16) *Setback areas.* No vehicle shall be parked in a setback area, as defined in [chapter 13](#), Green Bay Municipal Code, unless such parking occurs on a driveway in a manner consistent with other provisions of this chapter and [chapter 13](#), Green Bay Municipal Code.

(17) *Parking contrary to posted sign.* No vehicle shall be parked contrary to any officially posted sign or marking.

(18) *Designated spaces.* Where individual parking spaces are marked on the curbing or pavement, every vehicle shall be parked entirely within the limits of the space so designated.

(19) *Hooded meters.* No vehicle shall be parked in any space adjacent to a parking meter while such meter is hooded or otherwise officially marked indicating that the space is not available for use by the general public.

(Ord. No. 16-03; Ord. No. 56-04)



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # I.5.

To approve the Department of Public Works Capital Improvement Program for 2020 after \$15,000 is added in for the Taylor Street over Beaver Bridge design and the date in the sewer televising row is changed from 2019 to 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Copy of 2020 CIP - DRAFT_Version_6
2. 2020 Resurfacing Projects



DEPARTMENT OF PUBLIC WORKS 2020 CAPITAL IMPROVEMENTS PROGRAM

*DRAFT - as presented at
I&S Committee
01/29/2020*

**DEPARTMENT OF PUBLIC WORKS
2020 CAPITAL IMPROVEMENTS PROGRAM**
DRAFT - APPROVED BY COMMON COUNCIL - ### #, 2019

				PAVEMENTS		RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER	
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST		TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>NEW SUBDIVISIONS-EAST SIDE</u>										
*BRADLY ESTATES (3)										
GILBERT DRIVE	649' WEST OF ONTARIO ROAD	ONTARIO ROAD	684	125,000	0		60,000	0	50,000	0
BRADLEY COURT	GILBERT DRIVE	CUL-DE-SAC 260' NORTH	260	75,000	0		345,000	5,000	110,000	0
*SITKA HEIGHTS (3)										
UNNAMED DRIVE	SITKA STREET	SITKA STREET	1,420	285,000	0		35,000	5,000	205,000	0
UNNAMED COURT	UNNAMED DRIVE	CUL-DE-SAC 387' NORTH	387	100,000	0		60,000	0	55,000	0
*GRANDVIEW PLACE (1)										
ROCKY ARBOR TRAIL	ERIE ROAD	1354' EAST	1,354	464,000	0		248,000	0	268,000	0
*EXCALIBER PHASE 4 (3)										
PAULA STREET	400' EAST OF DURHAM	SUSSEX	600	105,000	0		70,000	0	65,000	0
LARGO RIDGE EST.- PH II(1)	LARGO RIDGE DRIVE	650' SOUTH	650	199,000	0		87,000	0	96,000	0

NEW SUBDIVISIONS-WEST SIDE

* PROJECT CARRIED OVER FROM PREVIOUS YEAR

(1) City design/build	NEW SUBDIVISIONS TOTAL:	5,355	1,353,000	0	0	905,000	10,000	849,000	0
(2) Developer design/ City build		1.01	Miles						
(3) Developer design/build									

DEPARTMENT OF PUBLIC WORKS
2020 CAPITAL IMPROVEMENTS PROGRAM
DRAFT - APPROVED BY COMMON COUNCIL - ### #, 2019

STREET	FROM	TO	LENGTH	PAVEMENTS		RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER	
				TOTAL COST	CITY COST		TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>OTHER STREETS - WEST SIDE</u>										
HOWARD	ASHLAND AVENUE	S. CHESTNUT	700	214,000	214,000		1,540,000	1,540,000	152,000	152,000
CONTRY CLUB-DESIGN	W. MASON	INDIAN HILLS		200,000	200,000					
								0	0	0
*HILLCREST	HAVEN PLACE	WEST MASON STREET	3,400	830,000	830,000		94,000	94,000		
<u>OTHER STREETS - EAST SIDE</u>										
DOTY STREET	BAIRD	MONROE	5,442	2,157,000	2,157,000		1,330,000	1,330,000	1,700,000	1,700,000
*EDGEWOOD LANE	HARVEST COURT	165' WEST OF POLARIS COURT	410	190,000	160,000		53,000	36,000	76,000	58,500
*HARVEST COURT	EDGEWOOD LANE	CUL-DE-SAC NORTH	165	115,000	75,000		47,000	35,000	76,000	63,000
* PROJECT CARRIED OVER FROM PREVIOUS YEAR										
LOCAL STREETS TOTAL:			10,117	3,706,000	3,636,000	0	3,064,000	3,035,000	2,004,000	1,973,500
			1.92 Miles							
2018 CIP SUBTOTAL:			15,472	5,059,000	3,636,000	0	3,969,000	3,045,000	2,853,000	1,973,500
			2.93 Miles							

* PROJECT CARRIED OVER FROM PREVIOUS YEAR

**DEPARTMENT OF PUBLIC WORKS
2020 CAPITAL IMPROVEMENTS PROGRAM**
DRAFT - APPROVED BY COMMON COUNCIL - ### #, 2019

				PAVEMENTS		STORM SEWER		SANITARY SEWER		
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST	RIGHT OF-WAY COST	TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>OTHER PROJECTS</u>										
*W. MASON ST. TRAFFIC SIGNAL REPLACEMENT	12TH	MILITARY AVENUE		1,100,000	150,000					
*LED TRAFFIC SIGNAL LAMP REPLACEMENT	38 INTERSECTIONS THROUGHOUT CITY			1,100,000	130,000					
TRAFFIC SIGNAL REPAIRS 2020	MASON STREET	ABRAMS		0	0					
TRAFFIC SIGNAL REPAIRS 2020	DOUSMAN	ASHLAND		0	0					
CITY WIDE SURVEY MONUMENTS	CITYWIDE			167,000	167,000		167,000	167,000	167,000	167,000
<u>BRIDGE REPAIRS</u>										
GENERAL BRIDGE MAINTENANCE	CITYWIDE			30,000	30,000					
EAST RIVER PED BRIDGE	ABUTMENT STEEL REHAB			75,000	75,000					
W. MASON OVER BEAVER DAM CREEK	BRIDGE DESIGN			25,000	25,000					
MAIN STREET BRIDGE AT FOX RIVER	BRIDGE REPAIRS/BRIDGETENDER BUILDING/HYDRAULIC SYSTEM WEST SIDE			1,450,000	1,450,000					
MASON ST. OVER EAST RIVER-OVERLAY	BRIDGE DECK OVERLAY CONSTRUCTION			270,000	270,000					
BRIDGE INSPECTION	REQUIRED ANNUAL INSPECTIONS			32,000	32,000					
CHANTEL ST. BRIDGE OVER BEAVER DAM CREEK	BRIDGE DESIGN			20,000	20,000					
TAYLOR STREET OVER BEAVER DAM CREEK	BRIDGE DESIGN			0	0					
<u>ANNUAL PROJECTS:</u>										
ASPHALT RESURFACING - LOCAL STREETS				1,732,000	1,723,340					
PAVEMENT REPAIRS - RESURFACING PROGRAM				500,000	500,000					
PAVEMENT REPAIRS - ASPHALT PATCHING/SPRAY POTHOLE PATCHING				60,000	60,000					
CONCRETE PAVEMENT REPAIRS - CITYWIDE				550,000	550,000					
MUDJACKING				40,000	40,000					
SIDEWALKS - NEW/REPLACEMENT				360,000	150,000					
* PROJECT CARRIED OVER FROM PREVIOUS YEAR										
OTHER PROJECTS TOTAL:				7,511,000	5,372,340	0	167,000	167,000	167,000	167,000
PAVEMENT SUBTOTAL:				13,640,000	10,078,340					
RIGHT-OF-WAY COST:				0	0					
TOTAL PAVEMENT COST:				24,512	13,640,000	10,078,340	5,367,000	4,443,000	3,565,000	2,685,500
				4.64	Miles					

DEPARTMENT OF PUBLIC WORKS
2020 CAPITAL IMPROVEMENTS PROGRAM
DRAFT - APPROVED BY COMMON COUNCIL - ### #, 2019

STREET	FROM	TO	LENGTH	PAVEMENTS		RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER		
				TOTAL COST	CITY COST		TOTAL COST	CITY COST	TOTAL COST	CITY COST	
<u>SEWER PROJECTS</u>											
BASIN TELEVISION (BASINS: BB,FF,VV,K,L,M,V,UU,QQ,E,F-1)									500,000	500,000	
*E. MASON SIPHON ELIMINATION									200,000	200,000	
EAST SHORE LIFT STATION									100,000	100,000	
<u>STORM WATER MANAGEMENT</u>											
DIKE MAINTENANCE							2,500,000	2,500,000			
HOWARD STREET BROADWAY S. CHESTNUT							840,000	840,000			
DANZ/FARLIN STORM SEWER UPSIZING							800,000	800,000			
STORM WATER FACILITY VEGETATION MANAGEMENT - 2020							75,000	75,000			
*STREET SWEEPER DEWATERING BASINS							70,000	70,000			
GRANDVIEW STORMWATER FACILITY							1,500,000	0			
*BASIN 106 STORM SEWER LIFT STATION REPLACEMENT							2,000,000	2,000,000			
MUSEUM PLACE STORM LIFT STATION							250,000	250,000			
<u>ANNUAL PROJECTS:</u>											
SEWER REPAIRS - CITYWIDE							400,000	400,000	150,000	150,000	
TV INSPECTION OF SEWERS (2019)							90,000	90,000	75,000	75,000	
SEWER REHABILITATION - RESURFACING PROGRAM							900,000	900,000	300,000	300,000	
MINI-STORM SEWERS - CITYWIDE							650,000	650,000			
ROOT TREATMENT - CITYWIDE									70,000	70,000	
CHRONIC SEWER REPAIRS - CITYWIDE									800,000	800,000	
* PROJECT CARRIED OVER FROM PREVIOUS YEAR											
MISC. SEWER PROJECTS TOTAL:							10,075,000	8,575,000	2,195,000	2,195,000	
TOTAL SEWER COSTS:							15,442,000	13,018,000	5,760,000	4,880,500	

**DEPARTMENT OF PUBLIC WORKS
2020 CAPITAL IMPROVEMENTS PROGRAM**
DRAFT - APPROVED BY COMMON COUNCIL - ### #, 2019

STREET	FROM	TO	LENGTH	PAVEMENTS	CITY COST	RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER	
				TOTAL COST			TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>TIF #12</u>										
*Grandview East Side Interceptor Sewer	ROCKY ARBOR	S. OF EAST MASON STREET							2,400,000	2,400,000
FINGER ROAD	GRANDVIEW	1,750 FEET E. OF GRANDVIEW			0			0	676750	676,750
				TOTAL TIF #12	3,076,750					
<u>TIF #14</u>										
*KELLOGG STREET EXTENSION, including: KELLOGG STREET DONALD DRIVER WAY	BROADWAY NORTH TERMINI	DONALD DRIVER WAY EXTENDE KELLOGG STREET EXTENDED	430 310	785,000	700,000		430,000	350,000	240,000	200,000
					700,000			350,000		200,000
				TOTAL TIF #14	1,250,000					
<u>TIF #5</u>										
*SHIPYARD DEVELOPMENT ARNDT STREET BRIDGE STREET PEARL STREET	BROADWAY BROADWAY WALNUT	PEARL EAST TERMINI SOUTH TERMINI	268 770 1,467	500000	500000		30000	30000	75000	75000
				TOTAL TIF #5	605,000					
<u>TIF #7</u>										
LEGENDS DISTRICT SIDEWALKS				950,000	950,000					
				TOTAL TIF #7	950,000					

* PROJECT CARRIED OVER FROM PREVIOUS YEAR

2020 RESURFACING PROJECTS

DISTRICT	STREET	FROM	TO	LEGNTH
2	Appletree Ct	Deckner Av	Appletree termini	740
2	Vagabond St.	Appletree Ct	Deckner Av	792
2	Little Swiss Pl	Deckner Av	Little Swiss Pl termini	370
4	Lilac Ln	Bellevue St	Irene St	665
4	Hartung St	E. Mason St	Cass St	528
4	Louise St	John St	Bellevue St	556
4	Edison St	John St	Bellevue St	650
4	John St	Charles St	Amy St	1211
4	Amy Street	John St	Bellevue St	739
4	George St	Edison St	Louise St	300
4	Cass St	Hartung St	John St	422
5	Lyndon St	Mary Street	Emmet St	547
5	Fred Street	Basten St	Van Deuren St	1003
7	Holzer St	Columbia Av	Mather St	1003
7	Coppens Rd	Columbia Av	Coppens Rd S termini	581
7	Northern Av	Columbia Av	Mather St	686
7	Gallagher Av	Holzer St	Velp Av	634
7	Gallagher Av	Franklin St	Mary St	500
7	Shea Street	Mary Street	Emmet St	535
10	Minihan St	Locust St N	Platten St N	200
10	Syringa Blvd	Platten St N	Park St	901
10	Syringa Blvd	Park St	Lark St	1125
11	Beaver Dam Dr	Cameron St	Beaver Dam Dr S	1006
11	Beaver Dam Dr S	7th Street	Beaver Dam Dr	606
11	Beech Tree Drive	Red Oak Dr	Oakwood Dr	1057
11	White Oak Terrace	Beech Tree Dr	Treeland Dr	792
11	Treeland Dr	White Oak Ter	Oakwood Dr	317
			Total	18466



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # I.6.

To approve the award of the contract BRIDGE I-20 (MAIN ST. BRIDGE CENTER AND TAIL LOCK ADJUSTMENTS).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public BRIDGE I-20 (MAIN ST BRIDGE CENTER AND TAIL LOCK ADJUSTMENTS)

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

**BRIDGE 1-20 (MAIN ST BRIDGE CENTER AND TAIL LOCK
ADJUSTMENTS)**

Tuesday, January 28, 2020

Contractor	Bid	Bid Bond
LUNDA CONSTRUCTION	\$77,600	5%
DRAX, INC.	\$96,000	5%
E80 PLUS CONSTRUCTORS LLC	\$97,409	5%
ZENITH TECH, INC.	\$102,500	5%
Any questions, call 920-448-3100		



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # I.7.

To approve the applications for Sidewalk Builder Licenses by the following:

- A. Bryan McEwen Concrete LLC
- B. Green Bay Concrete LLC
- C. IEI General Contractors, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # I.8.

To approve the applications for Tree & Brush Trimmer Licenses by the following:

- A. Asplundh Tree Expert LLC
- B. Consciously Fresh Tree Service
- C. Economy Tree Service LLC
- D. Holtger Bros., Inc.
- E. Monster Tree Service of Northeast Wisconsin
- F. Urban Tree Service

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # I.9.

To approve the application for Underground Sprinkler System License by The Sprinkler Company, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # I.10.

To order in the improvements constructed and levy assessments for the following:

CONCRETE PAVEMENT

GRAY STREET - Mather Street to Velp Avenue

WATER MAIN AND/OR WATER SERVICES

HILLCREST DRIVE - W. Mason Street to Renaissance Lane

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Engineer Report 01-29-20

ENGINEER'S REPORT

Public Hearing on January 29, 2020

In accordance with State Statute 66.0703, this public hearing is being held to levy assessments for proposed pavement and water improvements, which are included in the 2020 Capital Improvements Program.

All of the projects being considered tonight will be included in contracts administered by the City of Green Bay Department of Public Works-Engineering Division.

All of the proposed assessments are being levied in accordance with the City's Assessment Ordinance.

During construction, the contractor is required to provide access to businesses at all times and residences as much as practical. When a residential driveway is inaccessible, the property owners or tenants can receive permission from the City Police Department to park on adjoining streets. Problems during construction should be brought to the attention of the Department of Public Works-Engineering Division by calling 448-3100.

CONCRETE PAVEMENT

Gray Street from Mather Street to Velp Avenue is classified as a minor arterial road and bus route in a residential zoned area with a few commercial properties. The existing concrete is an urban road section in poor condition and is in need of reconstruction. Gray Street will be reconstructed with concrete pavement with integral curb over a gravel base and a typical clear width of 36 feet. The estimated cost of pavement construction is \$870,000. Sanitary sewer, storm sewer and water rehabilitation and construction will be performed prior to pavement reconstruction. The estimated cost of the sanitary sewer, storm sewer, and water are \$520,000, \$830,000 and \$640,000 respectively.

No assessments will be levied for the sanitary sewer, storm sewer, and water improvements.

WATER MAIN AND WATER SERVICES

Hillcrest Drive from W. Mason Street to Renaissance Lane is classified as a local road in a predominately residential zoned area. The existing asphalt road is a rural road section in poor condition and is in need of reconstruction. Hillcrest Drive will be reconstructed with asphalt pavement with rolled curb and gutter over gravel base with a typical clear distance of 27 feet. The estimated cost of pavement construction is \$870,000. Hillcrest Drive will have 12" diameter water main constructed in the public right of way between West Point Road and Renaissance Lane. The estimated cost of the water main construction is \$160,000. Sanitary sewer and storm sewer construction will be performed prior to pavement reconstruction. The estimated cost of the sanitary sewer and storm are \$15,000 and \$100,000 respectively.

No assessments will be levied for the sanitary sewer, storm sewer, and pavement reconstruction.



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # J.I.

To approve a change of agent by Walgreen Co. at 1401 E. Mason St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. sharpscans@greenbaywi.gov_20200107_152503



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # J.2.

To approve an application for a "Class B" Liquor and Class "B" Beer license at Centro Botanero La Carreta, LLC at 1657 Main St. with a licensed premises description as: "restaurant, dining area, storage cooler, office room next to kitchen, bar," with the approval of the proper authorities. (Currently licensed as Taco Burrito Mexico of Green Bay, LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. APPLICATION-1657 Main
2. LICENSE STIPULATION.ROBINSOND.558



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # J.3.

To approve an application for a "Class A" Liquor and Class "A" Beer license for Kwik Trip, Inc. at 3525 Humboldt Rd. with a licensed premises description as "1 story frame construction-storage in walk-in cooler, on sales flr and behind sales counter," with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. application
2. security plan



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # J.4.

To hold for 30 days an application for a "Class A" Liquor License for Antonio Soto at 1615 University Ave. with a licensed premises description as "beer sold grocery store, store in beverage/beer fridge extra beer in upper storage on main level."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. APPLICATION
2. LICENSE STIPULATION.LANSBACHL.479



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # J.5.

To deny a request by Ald. Wery the appeal by Bob Koury, 302 Oak Street, to rescind the re-inspection fees on his property, referred from the January 14, 2020 Common Council meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Improvement & Services

12/17/19

TO: Improvement and Services

FROM: Alderman Chris Wery

RE: Appeal by Bob Koury, 302 Oak, to the reinspection fees on his property.



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # J.6.

To refer to the Improvement and Services Committee a request by Ald. Lefebvre to request committee to look at the issuing a sidewalk cafe permit to Titledown Tobacco per section 6.155 Green Bay Municipal Code-(I) Definitions: (a) sidewalk cafe any group of tables, chairs, benches, or partitions maintained within the public right-of-way for use directly in front of an establishment with a valid restaurant license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. P&P_Lefebvre



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 1/14/2020

Request of Alderperson Kathy Lefebvre

Refer to: Protection & Policy

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

Request Committee to look at the issuing
a 'Sidewalk Cafe' Permit to Tittletown Tobacco
per Section 6.55 Green Bay Municipal Code -

(1) Definitions: (a) Sidewalk Cafe Any group of
tables, chairs, benches, or partitions maintained within
the public right-of-way for use directly in front of an
establishment with a valid restaurant license.



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # J.7.

To refer to staff with recommendations for an ordinance considering first amendment rights a request by Ald. Steuer stating: further discussion is needed on the anti-litter ordinance Sec. 8.12 as far as implementation and citations with respect to newspaper ad flyers that are scattered about.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. P&P-Steuer



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 1-14-20

Request of Alderperson STEUER

Refer to: PROTECTION & POLICY

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

ON
FURTHER DISCUSSION IS NEEDED ^THE ANTI-LITTER
ORDINANCE SEC 8.12 AS FAR AS IMPLEMENTATION,
CITATIONS WITH RESPECT TO NEWSPAPER AD
FLYERS THAT ARE SCATTERED ABOUT.



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # J.8.

To approve General Ordinance 01-20, an ordinance to repeal and recreate chapter 17, GBMC, relating to electrical code.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 01-20 - Repeal Recreate Ch 17 - Electrical Code

GENERAL ORDINANCE NO. 01-20

AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 17, GREEN BAY MUNICIPAL CODE, RELATING TO ELECTRICAL CODE

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

SECTION 1. Chapter 17, Green Bay Municipal Code, is hereby repealed and recreated as follows:

SUBCHAPTER I: LICENSURE

17.01 **LICENSE OR REGISTRATION REQUIRED.** No person may install, repair, or maintain electrical wiring or engage in the business of installing, repairing, or maintaining electrical wiring, except as allowed pursuant to § 101.862, Wis. Stats., and this Code.

17.02 **LICENSURE EXEMPTIONS.**

(1) Homeowner. Notwithstanding § 101.862(4)(a), Wis. Stats., a residential property owner may only install, repair, or maintain electrical wiring on premises that he or she owns and occupies as a residence without a license if all of the following apply:

- (a) The homeowner is reasonably knowledgeable of such work as determined by an electrical inspector;
- (b) The homeowner discusses the construction procedures and plans with the electrical inspector;
- (c) The premises is a one-family dwelling;
- (d) The homeowner signs the permit and accepts all responsibility for work performed; and
- (e) The homeowner does not perform any work on service entrance equipment.

17.03 **PROOF OF CREDENTIALS.** The City of Green Bay has the right to verify the licensure of all persons performing electrical work.

17.04 – Reserved.

SUBCHAPTER II: ELECTRICAL CODE REGULATIONS

17.05 **ADOPTION BY REFERENCE.** Pursuant to authority granted by SPS § 316.004(2), Wis. Admin. Code, the City hereby adopts in its entirety SPS Ch. 316, Wis. Admin. Code, as it may be amended from time to time, as though fully set forth herein.

17.06 EXISTING SERVICES. If any component of the electrical service, from the service point to the load side of the service disconnect, is repaired or replaced, grounding and bonding is required by the City to the same extent required by SPS § 316.250, Wis. Admin. Code, as amended from time to time.

SUBCHAPTER III: CODE ENFORCEMENT

17.07 REINSPECTION FEES.

- (1) Definition. “Re-inspection Fee” means a special charge that may be assessed against a property owner by the City in order to defray the cost of exercising jurisdiction over electrical wiring and of conducting inspections of electrical wiring within the City.
- (2) When assessed. An inspector may assess a Re-inspection Fee if a property is not available to be inspected at the time of a scheduled inspection and/or if the following conditions are met:
 - (a) The inspector has found that the owner’s parcel is not in compliance with a provision of this Code;
 - (b) The inspector has informed the property owner of the changes necessary to gain compliance; and
 - (c) Upon subsequent inspection, the inspector finds that the same Code violation persists.
- (3) Fees charged. Each Re-inspection Fee shall be \$50.00. A separate Re-inspection Fee may be assessed each time the conditions under subsection (2) exist.

17.08 ELECTRICAL INSPECTORS.

- (1) Jurisdiction. Electrical inspectors shall exercise jurisdiction over inspection of the installation, alteration, repair, servicing, or maintenance of electrical wiring in all public or private buildings, including places of employment, within the City of Green Bay city limits.
 - (2) Authority. Electrical inspectors shall ensure all work performed within their jurisdiction complies with this Code.
 - (3) Duties. Electrical inspectors may issue permits and shall maintain records of permits issued to contractors and homeowners, along with any fees received for such permits.
- 17.09 PERMITS. No person may install, repair, alter, service, or maintain electrical wiring without first obtaining a permit under this subsection. The Common Council shall determine the amount of any fees associated with obtaining such a permit. The permit fee amount shall double if the permit is issued after work has commenced.

17.10 INSPECTION STAGES. During the process of performing electrical work, the person performing such work shall ensure the following inspections occur, when required by the electrical inspector:

- (1) Rough. An inspection before any electrical wiring is hidden from view.
- (2) Service. An inspection of the service equipment and grounding electrode system prior to energizing.
- (3) Final. An inspection after all work has been completed and wiring concealed.

17.11 COMPLIANCE WITH CODE. Electrical inspectors may utilize any lawful means to gain compliance with this Code, including, but not limited to:

- (1) Inspecting electrical wiring.
- (2) Withholding electrical permits.
- (3) Issuing orders to correct violations.
- (4) Assessing Re-inspection Fees.
- (5) Denying/removing the connection of power to equipment.
- (6) Issuing citations or complaints for violations.
- (7) Condemning a building that is not safe for human habitation.

17.12 PENALTIES. Any person who violates this Code or any rule found herein shall forfeit to the City not less than \$25.00 nor more than \$500.00 for each violation. Each day of violation constitutes 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 _____, 2020.

APPROVED:

Mayor

ATTEST:

Clerk

LJM

2/4/2020



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # J.9.

To receive and place on file the Liquor Violation Report for January 27, 2020.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report January 27 2020
2. 19LiqVio

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

February 4, 2020

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

Allen, Ray D	Miller, Cheyenne K
Amenson, Marc S	Munoz, Ana P
Anderson, Alexis E	Naniot, Christine M
Angell, Jamie L	Page, Harrison L
Battle, Angel D	Peterson, Robert E
Berthold, Andra K	Phomsaath, Amaya L
Boucher, Jessica L	Popke, Carol L
Cheney, Michelle L	Schmiel, Crystal L
Cheslock, Amanda L	Schneider, Katherine J
Dado, Jeremy R	Sears, Tajarrie M
Daul, Sarah R	Terrien, Lynn B
Delgado, Justin T	Thuerwachter, Cassandra L
DeMuth, Rebecca L	Tong, Pu-Yu-John A
Driscoll, Serenity G	Van Pay, Brad R
Garcia, Esperanza	Wagner, Kathryn M
Gonyer, Joseph L	Waldron, Nicholas D
Graves, Savanah R	Weibel, Mariah N
Guzman, Jesus	Welker, Jon R
Henry, Alexis M	Wheelock, Nicole L
Horne, Michelle R	Witterholt, Matthew R
Hrabik, Vicki L	Zuelke, Vanessa L
Jackson, Yolanda A	
Kasper, Sabrina M	
Klatt, Zachary M	
Klemp, David L	
Kohlin, Lynne M	
Lamb, Dalton A	
Lax, Jessica A	
Mabry, Robert J	
Marc, Ryan A	
McKeever, Cassandra J	



Report to the Green Bay Plan Commission

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # L.I.

To receive and place on file a communication from Ald. Chris Wery regarding an appeal by Mike and Karen Alberts, 1801 S. Ridge, to the designation and approved uses of their parcels I-1423-A and I-1423-A-9 on Ridge Road.

BACKGROUND

The subject parcels are located at the northeast corner of South Ridge Road and Thorndale Avenue, Tax Parcel I-1423-A-9 and Tax Parcel I-1423-A-1, also known as 1801 South Ridge Road, both are zoned Low Density Residential (RI) and are under common ownership. The existing single-family home at 1801 South Ridge Road is a permitted use and was constructed in 1882 per the City Assessor's records. The parcel at I-1423-1 is a vacant lot and has remnants of a gravel driveway and has an existing curb cut onto South Ridge Road; there is no recent record of the parcel having a dwelling located on the site. Based on historical aerial photography, it appears that the existing curb cut and driveway have existed since 1992 and most likely were in existence prior to that time. It is the opinion of the Zoning Administrator that existing driveway and curb cut are consider nonconforming based on historical aerial photography and are allowed to remain under the regulations of Chapter 13-402, nonconforming use, Green Bay Zoning code.

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

- I. I&S_Plan Commission

12/17/19

TO: Improvement and Services, Planning Commission

FROM: Alderman Chris Wery

RE: Appeal by Mike & Karen Alberts, 1801 S. Ridge, to the designation and approved uses of their parcels 1-1423-A-1 and 1-1423-A-9 on Ridge Rd.



Report to the Green Bay Plan Commission

MEETING DATE

February 4, 2020

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # L.2.

To authorize a Conditional Use Permit (CUP) to establish a two-family dwelling within an Office/Residential (OR) district at 1132-1134 East Walnut Street, subject to:

- Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.
- Compliance with all pending violations.

BACKGROUND

Primary Address: 1132-1134 East Walnut

Reason for Request: To allow for the conversion of the structure to a two-family dwelling.

Aldersperson/District: Ald. Bill Galvin / 4

Surrounding Zoning and Land Uses:

SUBJECT	Office/Residential (OR)	Single-family use
NORTH	Office/Residential (OR)	Single-family homes
SOUTH	Low Density Residential (RI)	Single-family homes
EAST	Office/Residential (OR)	Multiple family units
WEST	Office/Residential (OR)	Single & 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 site is a former two-family dwelling in which one unit has lost its nonconforming status. The structure was originally constructed as a two-family and sits on a lot that is 14,015 sq. ft. Approval of the request will allow the applicant to acquire the necessary permits to convert the current single family dwelling back to a two-family dwelling.

Planning staff feels approval of this request is keeping with surrounding land uses and is an appropriate conversion back to a two-family dwelling. Based on the Comprehensive Plan recommendation, the block south of East Walnut Street between South Clay Street and South Roosevelt Street is a candidate for rezoning to low density residential zoning in which, a two-family home would be an appropriate use.

The current property owner is new to the property, but has inherited interior and exterior compliance issues as identified by Inspection Department. The property owner is currently working with staff on compliance for the proposed issues and needs to obtain the Conditional Use Permit (CUP) to allow for rehabilitation of the second unit.

Ald. B. Galvin, adjacent property owners have been notified of the request. As of the drafting of this report, staff has received one inquiry and no objections to this request.

RECOMMENDATION

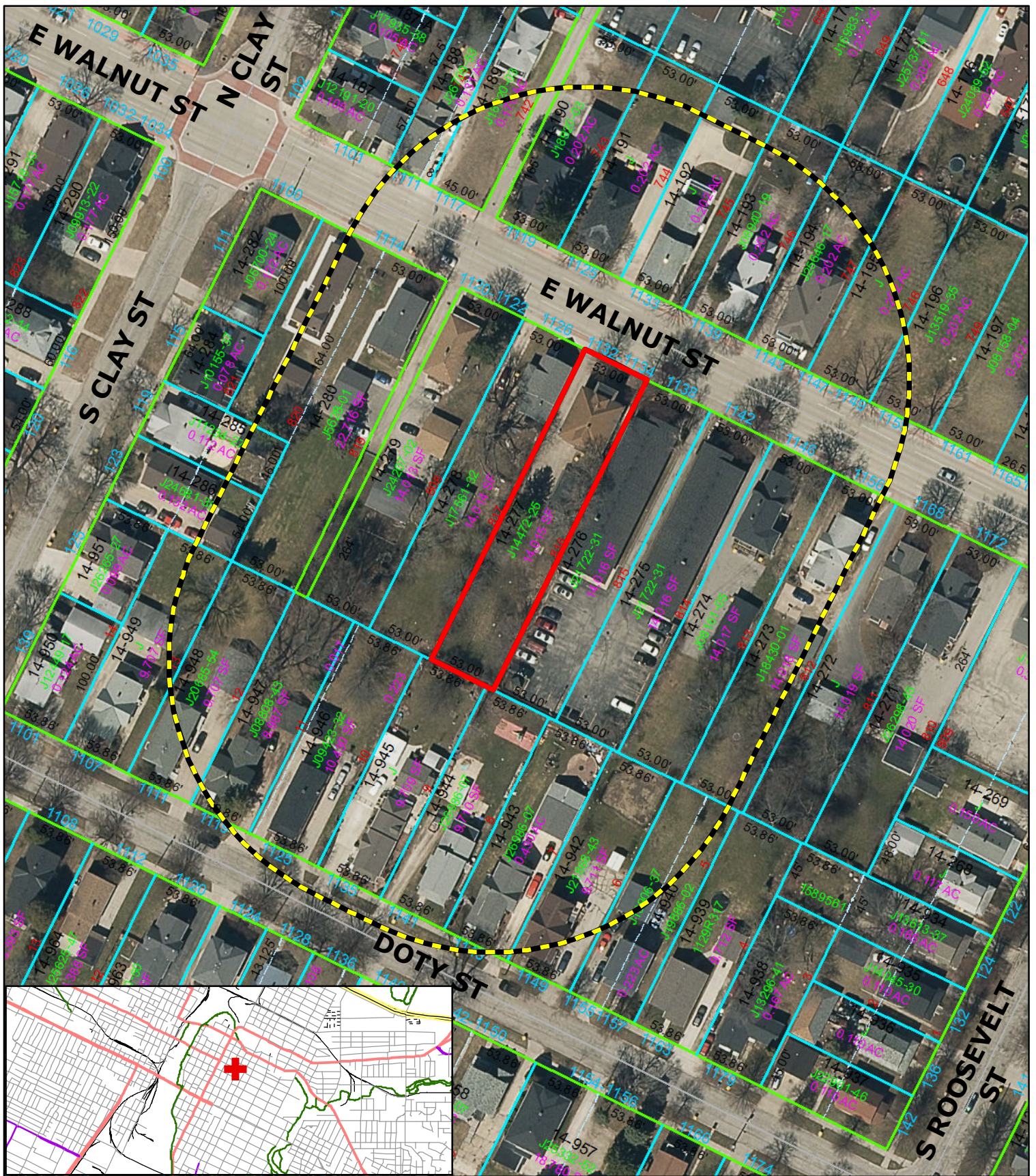
Staff is recommending approval of the request, subject to:

- a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.
- b. Compliance with all pending violations.

FISCAL IMPACT

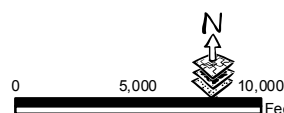
ATTACHMENTS

- I. ZP 19-30 letter



Zoning Petition (ZP 19-30)
Proposed Conditional Use Permit (CUP)
1132-1134 E Walnut 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.

FeetMap prepared by PN



Report to the Green Bay Plan Commission

MEETING DATE

February 4, 2020

PREPARED BY

David Buck, Staff

AGENDA ITEM # L.3.

To create a Planned Unit Development (PUD) regulating signage at 1601-1603 North Quincy Street, subject to the draft Planned Unit Development District (PUD) Ordinance.

BACKGROUND

Primary Address: 1601-1603 North Quincy

Reason for Request: To allow wall signage to be sized and placed in relation to the scale and location of the new manufacturing facility, which is in excess of code allowances.

Alderson/District: Ald. Kathy Lefebvre

Zoning and Land Uses:

Subject Property: General Industrial District (GI)- Manufacturing Facility, Green Bay Packaging

North: General Industrial District (GI) - Water Treatment Facility, Georgia Pacific

South: General Industrial District (GI)- Manufacturing Facility, Proctor & Gamble

East: General Industrial District (GI) - Warehousing & Outdoor Storage

West: N/A - Fox River

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for general industrial uses, which “includes intensive manufacturing, railroad facilities, heavy truck traffic, extensive outdoor storage and the handling of raw materials. The proposed Planned Unit Development (PUD) does not affect or impact this land-use designation and is not in conflict with the recommendations of the Comprehensive Plan.

Report: In late 2018, Green Bay Packaging, Inc. began what is estimated to be a two to four year paper mill construction/expansion project at 1601-1603 North Quincy Street, southeast of the I-43 / Leo Frigo Bridge. The new facility is expanding upon the existing 72-year old mill with a two-story 451,458 sq. ft. (770,884 sq. ft. for both floors) manufacturing facility increasing the existing 162,980 sq. ft. facility footprint by approximately 177 percent.

The request for a PUD is generated by the property owners desire to install an identification sign (logo and name) on the mills north façade to be visible from I-43 and the Leo Frigo Bridge. Additionally, due to the scale of the new building, it is believed that the limitation on maximum sign area permitted for any individual building mounted sign would render the sign “lost” and ineffectual. Requests to vary dimensional regulations of the zoning code are generally brought before the Green Bay Board of Appeals. However, they do not have the authority to vary sign location/placement and the most suitable venue for the request is through the creation of a PUD.

Regulations on sign placement and size in the General Industrial (GI) District are located within Section 13-2011 of the Green Bay Zoning Code and permit wall signage on only those building facades adjoining a right-of-way and limits all wall sign area to a maximum of 400 sq. ft. with no individual sign greater than 200 sq. ft. The applicant is requesting the installation of a 5,280 sq. ft. wall sign to be placed on the north building façade

adjacent to Georgia Pacific's water treatment facility, which is not a street fronting façade.

At first glance, the sign area requested may appear to be excessive. However, in this unique situation, the north façade is approximately 158,000 sq. ft. in area making the proposed sign only 3.3 percent of the façade area. If held to the 200 sq. ft. maximum, the sign would occupy just 0.12 percent of the wall and likely not be effective for identification. As for location, the property at 1601-1603 N Quincy Street has a single right-of-way fronting façade (which will be approximately 28,500 sq. ft.); the east façade facing North Quincy Street. The north façade faces a water treatment facility, the south façade faces the Proctor & Gamble paper mill and the west façade faces the Fox River. Because the property separating Green Bay Packing from the Interstate is relatively clear of structures, appropriately scaled signage on the northern façade should be visible from I-43, which is approximately 850 ft. away.

As the main access to the new mill from the west will be from I-43 (utilizing the Webster Avenue off-ramp), visibility from this perspective is felt by staff to be appropriate. Furthermore, staff does not feel the requested signage area is overbearing in relation to the building or out of place within the industrial area and is recommending that up to five percent of any facade area be the standard for allowable wall signage. Staff supports the PUD request and believes that the proposed signage request is unique to this particular situation and will not adversely affect the integrity of the northeast-side industrial corridor and will not be detrimental to the area or city as a whole.

Ald. Kathy Lefebvre and property owners within 400+ ft. have been notified of the request. Staff has not received any inquiries about the proposed PUD as of the drafting of this report.

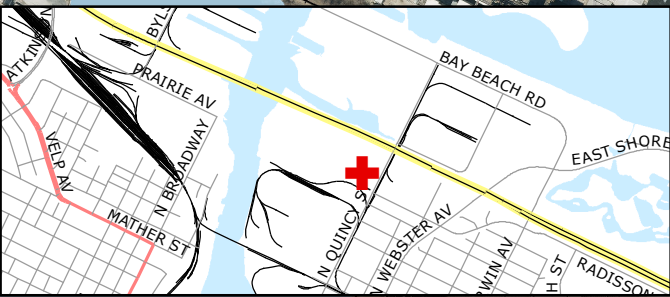
RECOMMENDATION

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

FISCAL IMPACT

ATTACHMENTS

1. ZP 20-01 Location Map
2. Proposed Exterior Signage
3. Draft ZO XX-20_PUD_Green Bay Packaging Wall Signage 1.9.20





GREEN BAY PACKAGING

Green Bay Packaging Green Bay Mill Division Proposed Exterior Signage

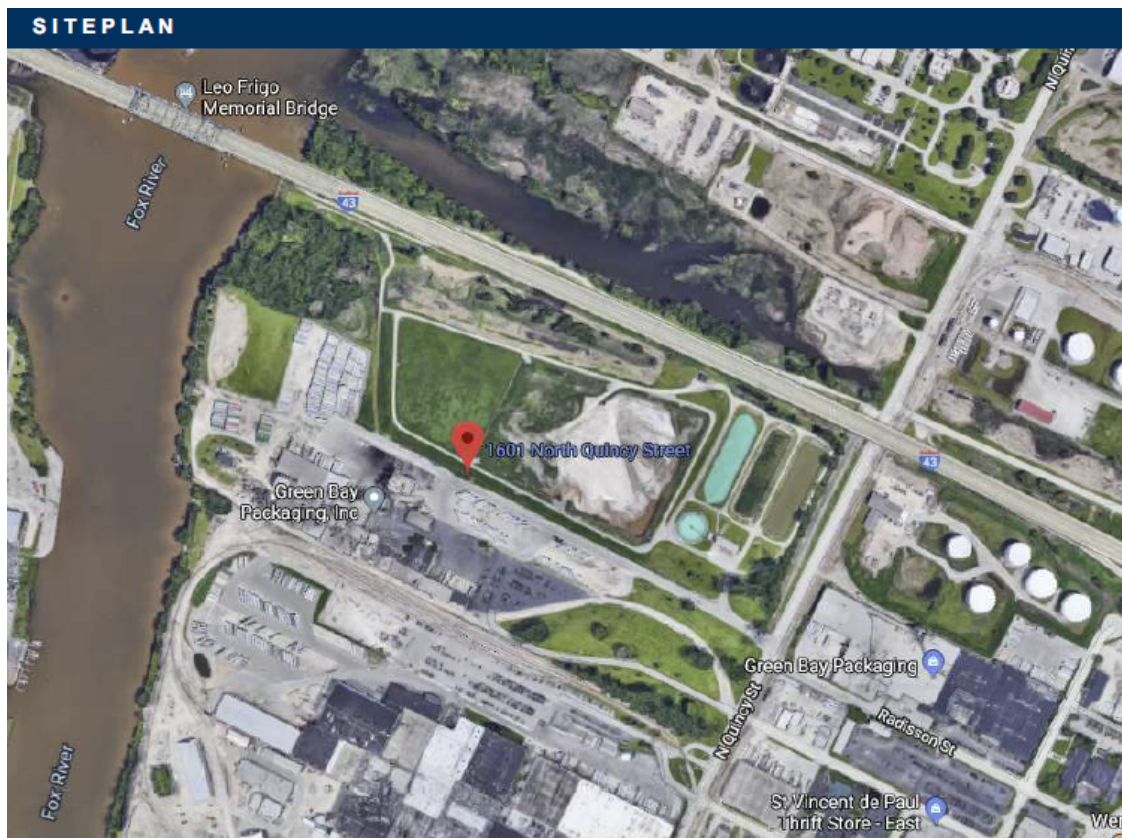


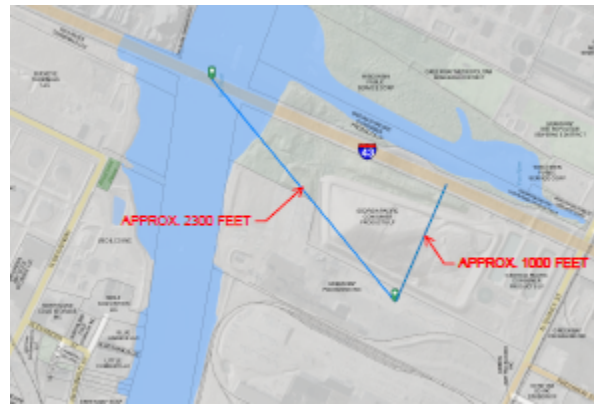
PUD Request Purpose

The purpose of this memo is to request permission for Green Bay Packaging to install an exterior sign on the north façade of our new paper mill facing Leo Frigo Bridge. The entire north façade is approximately 158,000 sq. ft. Due to the scale of the new building, a larger sign is necessary to properly identify our company.

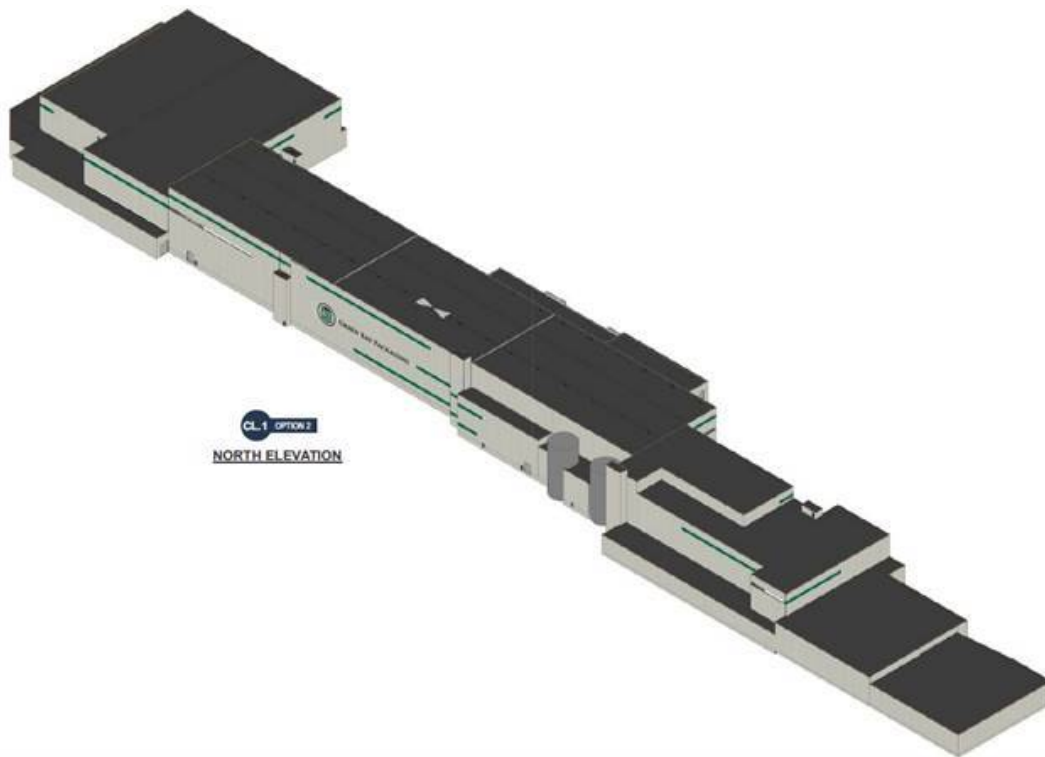
Location

1601 N. Quincy St
Green Bay, WI 54302





Proposed Exterior Sign Rendering



Proposed Elevation



Proposed Dimensions

32'-3 1/2" High x 164'-8 1/2" Wide

It is scaled to the building size, it is double-LED lit for better visibility from the bridge, and it meets our branding requirements.



Sign Design

Double LED backlit for a clean/classy look that fits with our branding guidelines.



ZONING ORDINANCE NO. XX-20

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT
FOR BUILDING SIGNAGE AT 1601-1603 N QUINCY STREET
(ZP 20-01)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property:

Legal Description: THAT PART OF PC 1 ESFR DESC IN 280 D 184 & IN 372 D 97- 99 & IN J00396-09.

Tax Parcel: 20-684-A (1601-1603 N Quincy)

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

A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to assist in facilitating the development of Green Bay Packaging's mill expansion at 1601 Quincy Street.

B. Definitions.

1. Building Façade: The entire area of a building facade or building "side", extending from the eave line, roof or parapet to the ground from one corner of the building to another.

2. Sign Area: The entire face of a sign, including the advertising surface and any framing, trim, or molding. If the sign is composed of individual letters or symbols using the wall, awning, canopy, or window as the background with no added decoration, the sign area shall be calculated by measuring the area within a single continuous perimeter parallelogram that encloses the extreme limits of the message.

C. Free-Standing Signage. All ground-mounted or free-standing signage shall be regulated as the General Industrial (GI) District as set forth in Chapter 13-2000 Green Bay Zoning Code.

D. Signage Attached to Building. All signage attached to a building including wall signs, projecting signs, awning/canopy/marquee signs, and window signs shall

be regulated as the General Industrial (GI) District as set forth in Chapter 13-2000 Green Bay Zoning Code with the following alteration:

1. Sign Area. Due to the vast size and scale of the mill complex as well as its location in relation to the public right-of way, up to five percent (5%) of any principal building's façade may be utilized for on-premise advertising or identification.
 - a. Window signs shall not exceed 50% of the window area.
 2. Sign Location. Signage may be located on any portion of any building façade but may not extend above its corresponding facade roofline.
- E. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

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

All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

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

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

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

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

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

Dated at Green Bay, Wisconsin, this _____ day of _____, 2020.

APPROVED:

Mayor

ATTEST:

Clerk

Attachments:

DRAFT



Report to the
Green Bay Plan Commission

MEETING DATE

February 4, 2020

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # L.4.

To close and vacate portions of Acme Street and Lawrence Street, subject to the following conditions:

- a. A closure agreement is required for both Acme Street and Lawrence Street detailing maintenance of and access to this right-of-way.
- b. Access to parcel 21-2267 must be allowed and detailed in the closure agreement for Acme Street.
- c. Access to parcel 21-2263-6 must be allowed and detailed in the closure agreement for Lawrence Street.
- d. Proof of ownership of parcel 21-2263-5 is required prior to execution of the vacation or closure. If proof is not provided, access to this parcel must be allowed and detailed in the closure agreement for Lawrence Street. The vacation will be denied if proof of ownership is not provided.
- e. Proof of ownership of parcel 21-2263-4 is required prior to execution of the vacation. The vacation will be denied if proof of ownership is not provided.
- f. AT&T shall be granted easements for all existing facilities.
- g. Sanitary Sewer within Acme Street becomes privately owned and maintained (as is, where is) to the sanitary manhole within University Avenue.
- h. Storm Sewer within Acme Street from the storm manhole within University Avenue and includes all the storm sewer within Parcel 21-1200 to the existing manhole within the Henry Street / Basten Street intersection to become Privately owned and maintained (as is, where is).
- i. To allow storm water from University Avenue and Parcels 21-2267 and 21-2013 to be collected, connected to and flow through the storm sewer within proposed Vacated and Closed Acme Street described in #2 above.
- j. Allow uninterrupted ingress and egress across "Closed" portion of Acme Street to parcel number 21-2267.
- k. Owner of adjacent parcel 21-2100 (Green Bay Dressed Beef, LLC) to be responsible for all costs to maintain the Vacated and Closed Acme Street, including but not limited to curb & gutter repair, pavement repair and snow removal.
- l. Sanitary Sewer within Lawrence Street becomes privately owned and maintained (as is, where is) to the sanitary manhole within University Avenue.
- m. Storm Sewer within Lawrence Street from the storm manhole within University Avenue to the intersection storm manhole that receives the storm water/sewer from Acme Street to become Privately owned and maintained (as is, where is).
- n. To allow the storm water from University Avenue and Parcel 21-2263-6 to be collected, connected to and flow through the storm sewer within proposed Vacated and Closed Lawrence Street.
- o. Owner of adjacent parcel 21-2100 (Green Bay Dressed Beef, LLC) shall maintain an adequately sized storm sewer system, not less than what is present at the time of the proposed Vacation and Closure of Acme Street and Lawrence Street that will provide storm sewer service to prevent street flooding no worse than what is presently observed.
- p. Owner of adjacent parcel 21-2100 shall work with the Department of Public works to provide a clear route through the property from Acme Street to Henry Street such that an appropriately sized storm sewer could be constructed in the future. This shall be agreed upon prior to approval of a site plan.
- q. Allow uninterrupted ingress and egress across "Closed" portion of Lawrence Street to parcel number 21-2263-6.
- r. Owner of adjacent parcel 21-2100 (Green Bay Dressed Beef, LLC) to be responsible for all costs to

maintain the Vacated and Closed Lawrence Street, including but not limited to curb & gutter repair, pavement repair and snow removal.

BACKGROUND

Reason for Request: To close and vacate portions of Acme Street and Lawrence Street for a proposed expansion of American Foods Group

Aldersperson/District: Ald. Craig Stevens / District 5

Surrounding Zoning and Land Uses:

North: C1, Commercial and Residential

South: I1, Industrial

East: I1, Industrial

West: I1 & C1, Industrial and Commercial

Report: The applicant is requesting a partial closure and partial vacation of Acme Street and Lawrence Street to facilitate a proposed expansion of the Green Bay Dressed Beef facility. The attached exhibits show which portions are proposed for closure and which are proposed for vacation. The vacated portions would be removed from public right-of-way and be transferred to the adjoining parcels (in this case, the applicant). The closure will maintain right-of-way, but will close the roads to public traffic. An agreement will be executed detailing access and maintenance for the closure areas.

The Acme Street vacation area is surrounded completely by the applicant's property. Staff supports this vacation. The Acme Street closure is surrounded by the applicant, as well as another owner located at parcel 21-2267. While this parcel has primary access and is addressed off of University Avenue, we have a condition of approval that access to this parcel not be limited in the closure of this right-of-way.

The Lawrence Street closure area has three property owners: the applicant, owners of parcel 21-2263-6 and owners of parcel 21-2263-5. Parcel 21-2263-5 also goes into the vacation area. Staff has been informed that the applicant has purchased this property. A condition has been added to show this change in ownership prior to the vacation occurring. The closure may still occur with the condition that access is granted to this, and parcel 21-2263-6, as part of the agreement.

The Lawrence Street vacation area is surrounded entirely by the applicant's property, except for parcel 21-2263-4. Staff has been informed that the applicant has purchased this property. A condition has been added the proof of ownership is required prior to the vacation occurring or the vacation request will be denied as there is no other access to this parcel from public right-of-way.

Ald. C. Stevens, adjoining property owners and reviewing agencies were informed of this request. No objections were received. The applicants held two neighborhood meetings prior to this meeting, focusing on the rezoning and expansion project. No objections to the road closures or vacations were heard.

RECOMMENDATION

Staff is recommending approval of the request, with the following conditions:

1. A closure agreement is required for both Acme Street and Lawrence Street detailing maintenance of and access to this right-of-way.
2. Access to parcel 21-2267 must be allowed and detailed in the closure agreement for Acme Street.
3. Access to parcel 21-2263-6 must be allowed and detailed in the closure agreement for Lawrence Street.
4. Proof of ownership of parcel 21-2263-5 is required prior to execution of the vacation or closure. If proof is not provided, access to this parcel must be allowed and detailed in the closure agreement for Lawrence

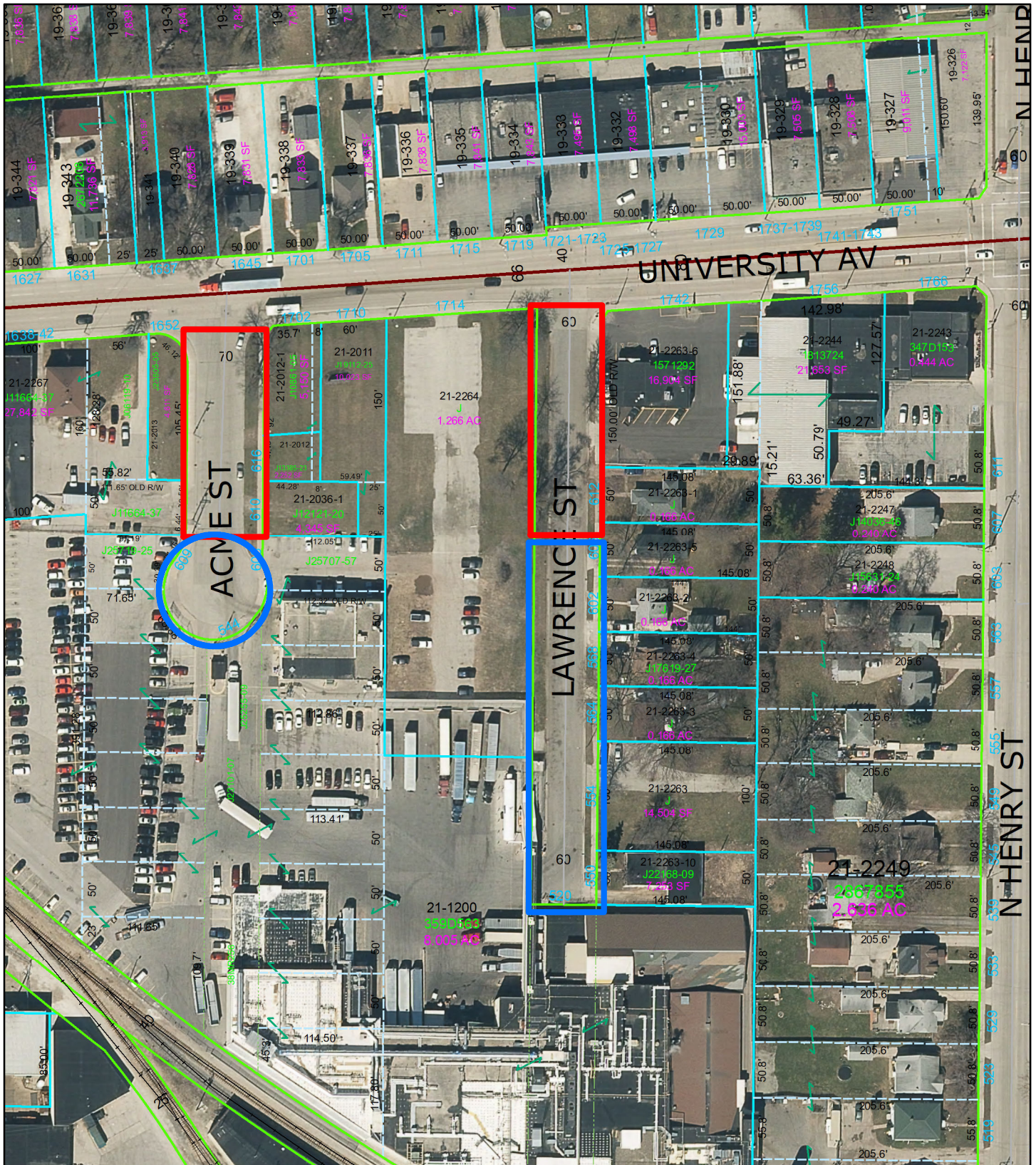
Street. The vacation will be denied if proof of ownership is not provided.

5. Proof of ownership of parcel 21-2263-4 is required prior to execution of the vacation. The vacation will be denied if proof of ownership is not provided.

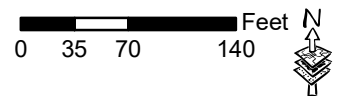
FISCAL IMPACT

ATTACHMENTS

1. SV 20-01 Map
2. SV 20-01 ACME ST EXHIBIT
3. SV 20-01 LAWRENCE ST EXHIBIT
4. SV 20-01 Full Exhibit



SV 20-01 Closure and Vacation of Acme Street & Lawrence Street



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 1.15.20 15 Jan 2020 X:\Planning\Basemaps\template_8.5x11.mxd

- Closure Area
- Vacation Area

EXHIBIT A

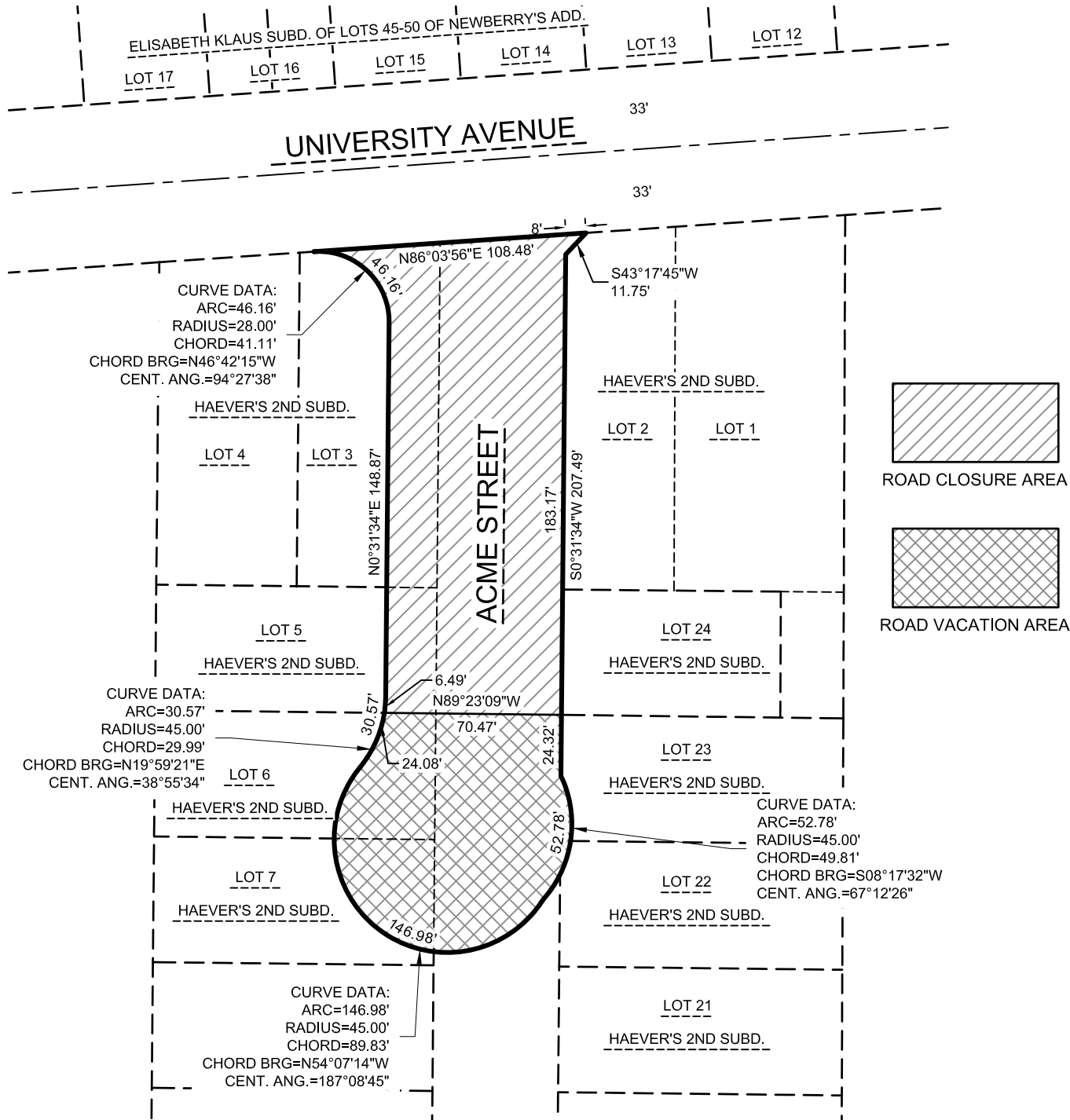


THIS MAP IS BASED ON
THE CURRENT COUNTY
COORDINATE SYSTEM
OF RECORD.

PART OF LOT 88 OF SUBDIVISION NO. 1 OF NEWBERRY'S ADDITION TO THE
CITY OF GREEN BAY AND PART OF LOTS 3, 5, 6, 7, 22 AND 23 OF HAEVER'S
SECOND SUBDIVISION, CITY OF GREEN BAY, BROWN COUNTY WISCONSIN



GRAPHIC SCALE



MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL

2260 Salschelder Court Green Bay, WI
54313 PH: 920-569-5765; Fax: 920-569-5767
www.mach-iv.com

CLIENT: AMERICAN FOODS GROUP

DRAFTED BY: RJO
TAX PARCEL NO.: 21-1200

SCALE:

1"=60'

SHEET: 1 OF 1

PROJECT NO. 0438-02-18

DRAWING NO.

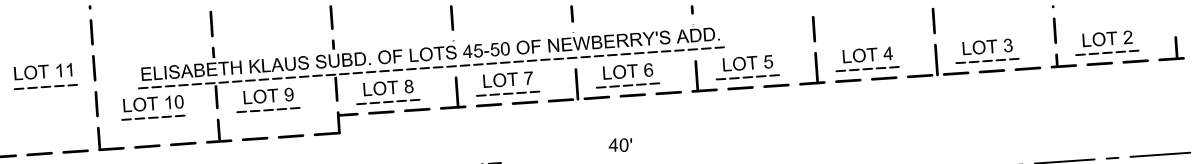


EXHIBIT B

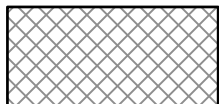
PART OF LOT 86 OF SUBDIVISION NO. 1 OF
NEWBERRY'S ADDITION,, CITY OF GREEN BAY,
BROWN COUNTY WISCONSIN



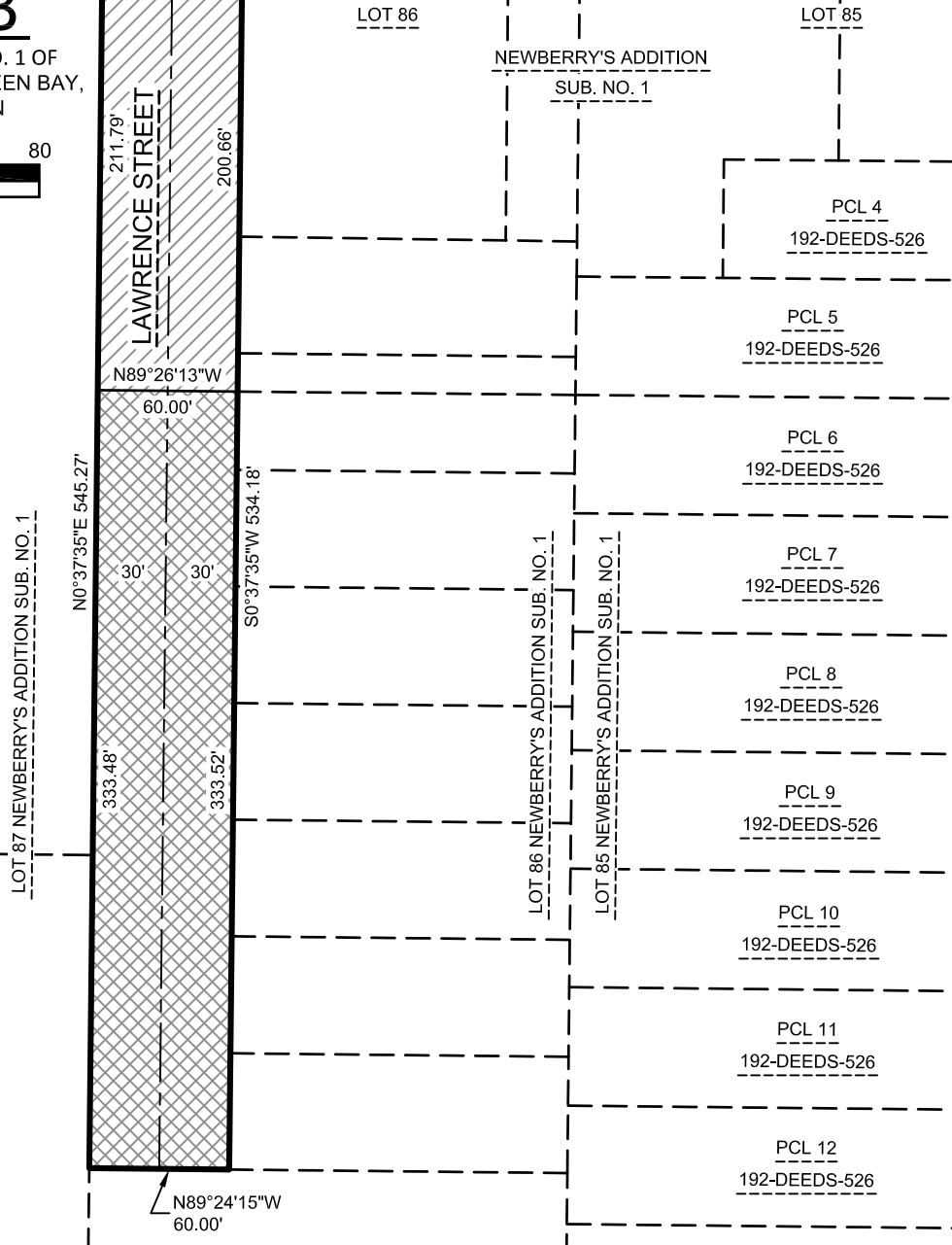
THIS MAP IS BASED ON
THE CURRENT COUNTY
COORDINATE SYSTEM
OF RECORD.



ROAD CLOSURE AREA



ROAD VACATION AREA



MACHIV
ENGINEERING • SURVEYING • ENVIRONMENTAL

2260 Salschelder Court Green Bay, WI
54313 PH: 920-569-5765; Fax: 920-569-5767
www.machiv.com

CLIENT: AMERICAN FOODS GROUP

DRAFTED BY: RJO
TAX PARCEL NO.: 21-1200

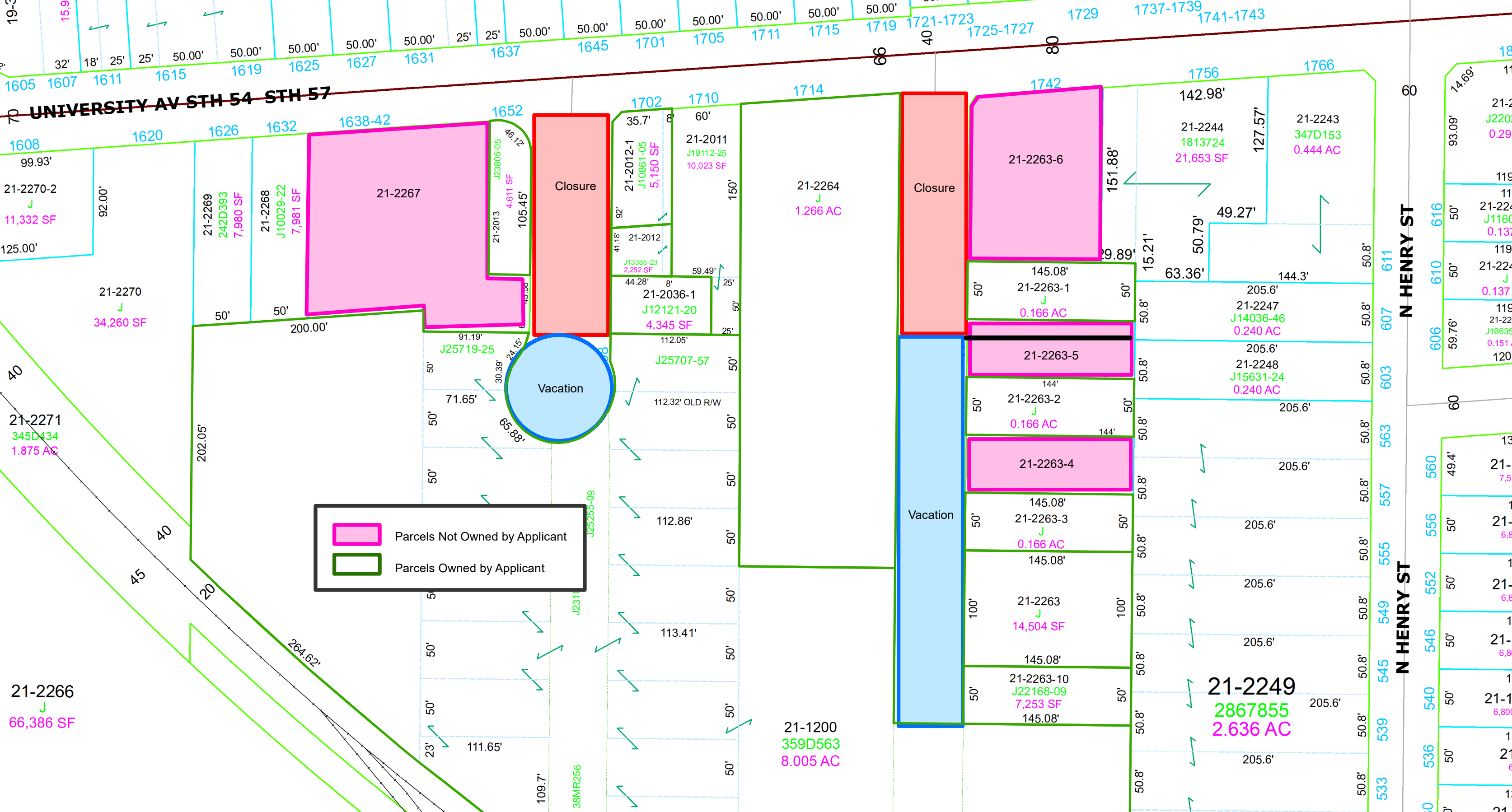
SCALE:

1"=80'

SHEET: 1 OF 1

PROJECT NO. 0438-02-18

DRAWING NO.





Report to the Green Bay Plan Commission

MEETING DATE

February 4, 2020

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # L.5.

To approve the site plan and landscape plan for the expanded Kwik Trip parcel located at 3525 Humboldt Road.

BACKGROUND

Primary Address: 3525 Humboldt Road

Alderson/District: Ald. B. Dorff, District I

Reason for Request: To review the site plan and renderings for the proposed development as part of the Eaton Heights Planned Unit Development (PUD), Zoning Ordinance (ZO) 25-04 and ZO 12-19.

Subject Parcel Zoning and Land Use: PUD – Planned Unit Development (PUD)/vacant

Surrounding Zoning and Land Uses:

North: PUD- Proposed Low Density Condominium Development

South: PUD – Future Commercial land uses as part of the Stone Garden Development

East: PUD- Future Commercial land uses as part of the Eaton Heights PUD

West: R3/RI- Fire Station Number 7/Celebration Church

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as Commercial land uses.

Analysis: The zoning for the Eaton Heights development was created in 2004, as a Planned Unit Development (PUD). The PUD has three primary land uses: single & two family dwellings, low density condominiums and General/Neighborhood Commercial land uses.

The subject site is the first development within the area designated from General/Neighborhood Commercial uses. Kwik Trip recently acquired a 10 acre parcel on the northeast corner of Humboldt Road and North Huron Road and is in the process of constructing a full service Kwik Trip convenience store with fuel sales and a car wash.

Kwik Trip acquired additional property, expanding their commercial footprint to the north, as amended under Zoning Petition 19-24 and ultimately approved under ZO 12-19. The additional property to the north will allow for a relocated driveway further north with access to North Huron Road. This will provide additional space to create a buffer to residential properties to the north and east.

Under ZO 25-04, prior to the issuance of issuing permits, the petitioner is required to receive Plan Commission approval of the landscape plan and site plan, see attachments within this agenda packet. Planning staff is recommending approval of the site plan as presented.

RECOMMENDATION

Staff is recommending approval of the request, subject to the standards found in ZO 25-04 and standard site plan review.

FISCAL IMPACT

ATTACHMENTS

- I. PC Exhibits



INTEGRALLY POURED
CONCRETE PANEL

LAYOUT NOTES:

- PLAN PREPARED FROM AN ALTA/ACSM LAND TITLE SURVEY BY:
CAROL LAND SURVEYING CO.
920-731-4168
2. CURBS ARE DIMENSIONED TO BACK OF CURB.
3. CONVENIENCE STORE, AND ISLAND COMPLEXES ARE LOCATED FROM THE NORTHWESTERN MOST PROPERTY CORNER AND ALIGNED PARALLEL/PERPENDICULAR TO THE LINE LABELED N01°11'21"E, UNLESS OTHERWISE INDICATED ON THIS PLAN.
4. UNLESS SHOWN OTHERWISE ON THIS DRAWING, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, CONSTRUCTION JOINTS, AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS AND DRIVES.
CONTROL JOINT MAXIMUM DISTANCE: WALKS- 8' O.C., ALL OTHERS- 15' O.C. SAW CUT
CONTROL JOINTS MINIMUM ONE-QUARTER CONCRETE THICKNESS.
EXPANSION JOINT MAXIMUM DISTANCE: WALKS- 24' O.C., ALL OTHERS- 40' O.C. DOWEL ALL
EXPANSION JOINTS- MAXIMUM 24" O.C.
5. ON-SITE EXTERIOR CONCRETE SURFACES TO BE SEALED. CONCRETE SEALER:
APR 15- OCT 31 USE: TK-260V
NOV 1- DEC 31 USE: TK-290
6. ON-SITE CONCRETE EXPANSION JOINTS SHALL BE DECK-O-FOAMED AND CAULKED WITH SLI.
7. THE CITY OF GREEN BAY DEPT. OF PUBLIC WORKS MUST BE NOTIFIED (3) WORKING DAYS BEFORE THE START OF ANY CITY STREET CONSTRUCTION WITHIN A PUBLIC RIGHT OF WAY. CONTACT MATT WOICEK PH. (920) 448-3100. WITHIN HURON ROAD AND HUMBOLDT ROAD CONTRACTOR WILL ALSO NEED TO CONTACT THE BROWN COUNTY PUBLIC WORKS DEPARTMENT.
8. THE CITY OF GREEN BAY DEPT. OF PUBLIC WORKS MUST BE NOTIFIED (3) WORKING DAYS BEFORE THE START OF ANY SANITARY SEWER OR STORM SEWER CONSTRUCTION WITHIN A PUBLIC RIGHT OF WAY OR EASEMENT. CONTACT MATTHEW HECKENLAIBLE PH. (920) 448-3100.
9. THE CITY OF GREEN BAY WATER DEPT. MUST BE NOTIFIED (3) WORKING DAYS BEFORE THE START OF ANY WATER MAIN CONSTRUCTION WITHIN ANY PUBLIC RIGHT OF WAY OR EASEMENT. CONTACT BRIAN POWELL PH. (920) 448-3480.
10. CONCRETE SURFACES IN THE RIGHT-OF-WAY SHALL MATCH EXISTING PAVEMENT THICKNESS. CONTRACTOR SHALL ENSURE THAT THERE IS 8" OF 1-1/4" CRUSHED AGGREGATE BASE COURSE UNDER NEW CONCRETE MIN.

SITE DATA:

ZONING DISTRICT: CI

TOTAL SITE AREA - EXISTING/PROPOSED: 66,314 SF

EX. IMPERVIOUS:	1,656 SF
EX. PERVIOUS:	64,658 SF

PROPOSED LOT GREEN AREA:	45,355 SF	68%
PROPOSED HARD COVER:	20,959 SF	32%

UTILITY PROVIDERS

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

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

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

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

APPROXIMATE STOCKPILE LOCATION.

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

REPAIR BREAKS AND GAPS IN SILT FENCES AND BARRIERS IMMEDIATELY.

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

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

**KWIK
TRIP**

STORES

Kwik

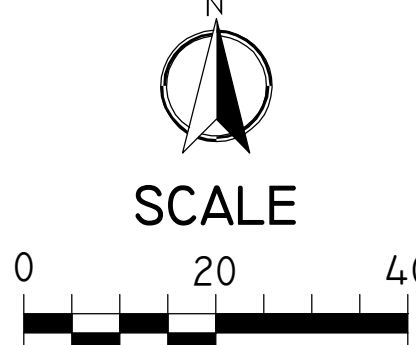
STAR

TM

STORES

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

 **REI**
**CIVIL & ENVIRONMENTAL
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REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM



OFF-SITE SITE PLAN

CONVENIENCE STORE #1051

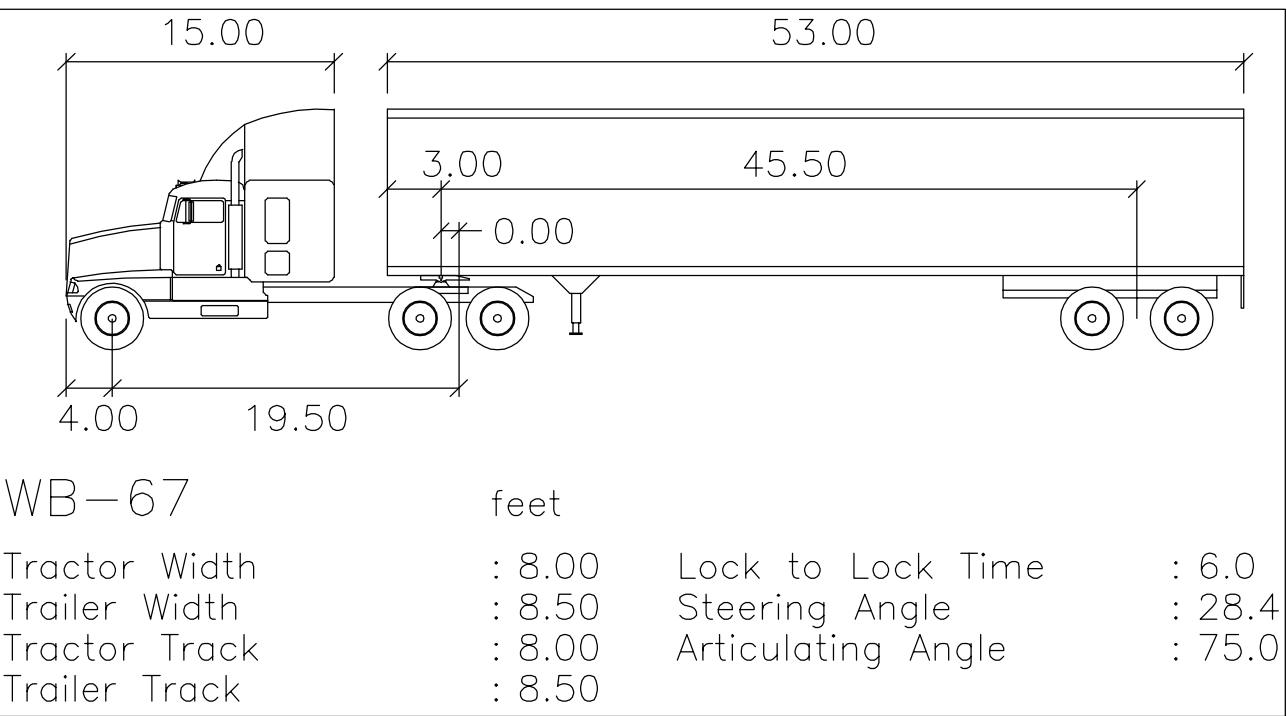
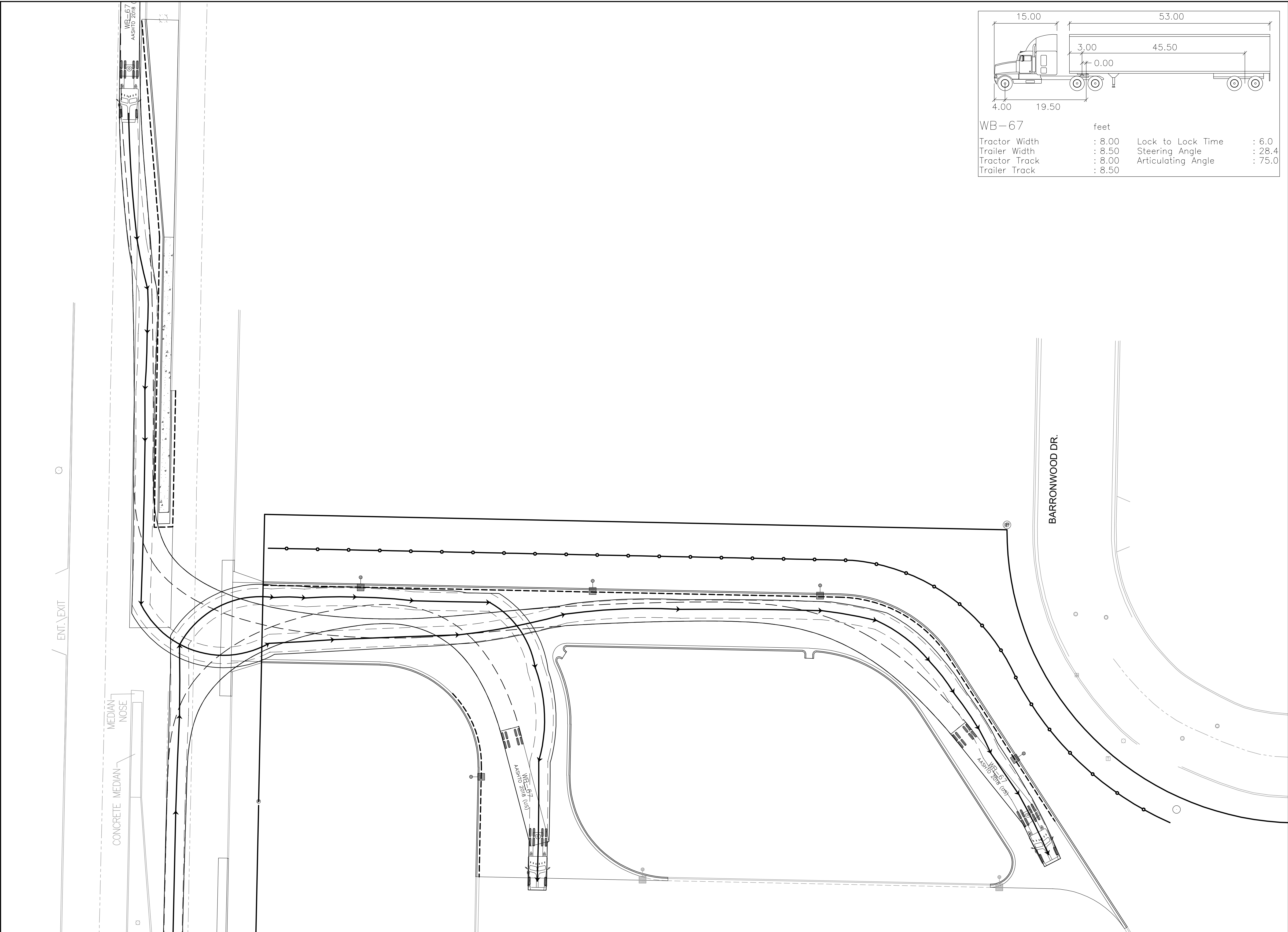
33525 HUMBOLDT ROAD
GREEN BAY, WI

#	DATE	DESCRIPTION
1	XX/XX/XX	XXXXXXXXXX

DRAWN BY	NAP
SCALE	GRAPHIC
PROJ. NO.	8167A
DATE	12/30/19 - CONSTRUCTION DOCS
SHEET	OSSP1

OSSP1

DRAWING FILE: P:\8100-8199\8167 -Kwik Trip #1051 GREEN BAY\DWG\PLANS - OFFSITE\8167-OS-SP-TRUCK CIRCULATION.DWG LAYOUT: SP
PLOTTED: JAN 06, 2020 - 4:38PM PLOTTED BY: DAN



**Kwik
TRIP**

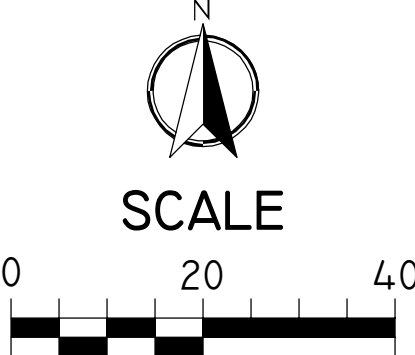
STORES

**Kwik
STAR**

STORES

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P.O. BOX 2107
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LA CROSSE, WI 54602-2107
PH. (608) 781-8988
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EMAIL: MAIL@REIENGINEERING.COM

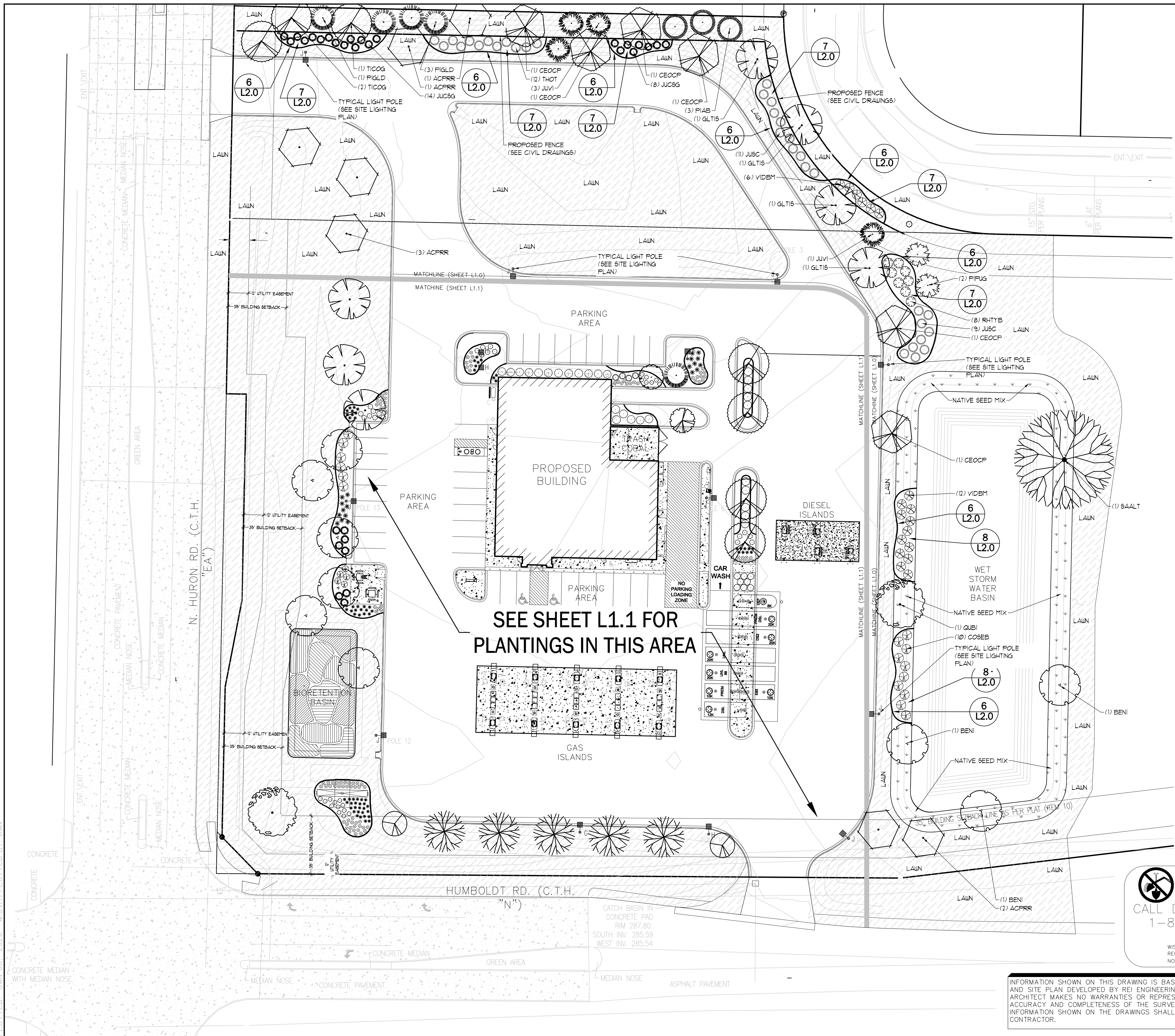


OFF-SITE TRUCK
CIRCULATION

CONVENIENCE STORE #1051

3525 HUMBOLDT ROAD
GREEN BAY, WI

#	DATE	DESCRIPTION
1	XX/XX/XX	XXXXXXXXXX
DRAWN BY		NAP
SCALE		GRAPHIC
PROJ. NO.		8167A
DATE		12/30/19 - CONSTRUCTION DOCS
SHEET		OSSP



GENERAL NOTES:

1. LOCATE ALL PRIVATE AND PUBLIC UNDERGROUND UTILITIES PRIOR TO THE COMMENCEMENT OF ANY DIGGING/CLEARING OPERATIONS.
2. ALL PLANTING BEDS NOT ADJACENT TO ASPHALT, CONCRETE OR CURBS SHALL HAVE PLASTIC EDGINGS AS INDICATED ON THE PLAN. ALL PLANTING BEDS SHALL BE TOPDRESSED WITH DECORATIVE STONE MULCH ON WOOD BARRIER AS INDICATED ON THE PLAN.
3. THE PLANT SCHEDULE IS ON THIS SHEET. IT IS PROVIDED FOR CONVENIENCE ONLY. PLANT QUANTITIES SHALL BE VERIFIED BY THE CONTRACTOR. WHEN DISCREPANCIES BETWEEN THE SCHEDULE, LABELS AND THE PLAN OCCUR, THE QUANTITY DRAIN ON THE PLAN SHALL BE THE OFFICIAL QUANTITY.
4. WATER PLANTS IMMEDIATELY AFTER INSTALLATION.
5. GUARANTEE ALL PLANTINGS FOR 1 YEAR FROM THE DATE OF INSTALLATION.
6. SEE PLANTING DETAILS ON SHEET L20 FOR PLANT INSTALLATION REQUIREMENTS.
 1. ALL AREAS INDICATED AS LAWN SHALL BE SEEDED AS SPECIFIED.
 2. LIGHT POLES ARE SHOWN FOR CONVENIENCE ONLY. SEE SITE LIGHTING PLAN FOR OFFICIAL LOCATIONS OF LIGHT POLES.
 3. UNDERGROUND UTILITIES ARE SHOWN FOR CONVENIENCE ONLY. SEE CIVIL PLANS FOR OFFICIAL LOCATIONS OF UNDERGROUND UTILITIES.

LANDSCAPE LEGEND & AREAS

The diagram illustrates a landscape plan with several distinct areas and plantings, each identified by a specific code and quantity:

- SOD:** A rectangular area with a cross-hatch pattern, labeled "SOD" and "LAWN SOD (265 SQUARE YARDS)".
- LAWN:** A rectangular area with diagonal lines, labeled "LAWN" and "LAWN SEEDING (12,012 SQUARE YARDS)".
- NATIVE SEED MIX:** A rectangular area with a dotted pattern, labeled "NATIVE SEED MIX" and "NATIVE SEED MIX (769 SQUARE YARDS) (SEE SHEET L22 FOR ADDITIONAL INFORMATION)".
- PLANTING AREAS:** Two irregular shapes representing planting areas. The top one is labeled "PLANTING (1335 LINEAR FEET) (SEE DETAIL 6/L2.0)". The bottom one is labeled "BIORETENTION SHOVEL CUT EDGE (219 LINEAR FEET) (SEE DETAIL 9/L2.0)".
- PLANTING SCHEDULE:** A circular area labeled "(3) LITE" with three arrows pointing to it from the right. The arrows are labeled:
 - PLANT "CODE" REFERENCES TO THE PLANT SCHEDULE
 - QUANTITY OF PLANTS IN THE PLANT GROUPING
 - LEADER LINE
 - PLANT SYMBOL (SYMBOL VARIES PER PLANT)
- DECORATIVE STONE MULCH AREA:** A rectangular area with a brick pattern, labeled "DECORATIVE STONE MULCH AREA+ 1003 SQUARE FEET VOLUME+ 92.1 CUBIC YARDS".
- SHREDDED HARDWOOD MULCH AREA:** A rectangular area with a wood chip pattern, labeled "SHREDDED HARDWOOD MULCH AREA+ 4438 SQUARE FEET VOLUME+ 41 CUBIC YARDS".

LANDSCAPE DETAILS ON SHEET L2.0.
PLANT SCHEDULE ON SHEET L2.1.
NATIVE SEEDING NOTES ON SHEET
L2.2.

INDEX OF SHEETS

<u>SHEET</u>	<u>TITLE</u>
L10	LANDSCAPE PLAN - OVERALL
L11	LANDSCAPE PLAN - BUILDING AREA
L20	LANDSCAPE DETAILS
L21	PLANT SCHEDULE & BIORETENTION NOTES
L22	NATIVE SEEDING NOTES

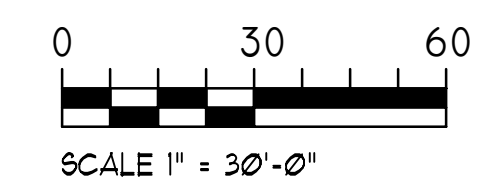
SPECIFICATION SECTION 32 90 00 - PLANTING



TO OBTAIN LOCATION OF
PARTICIPANTS' UNDERGROUND
FACILITIES BEFORE YOU
DIG IN WISCONSIN
DIGGERS HOTLINE
800-242-8511
TOLL FREE

WIS. STATUTE 182.0175(1974)
REQUIRES MIN. OF 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE.

INFORMATION SHOWN ON THIS DRAWING IS BASED ON AN ORIGINAL SURVEY AND SITE PLAN DEVELOPED BY REI ENGINEERING, INC. THE LANDSCAPE ARCHITECT MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY AND COMPLETENESS OF THE SURVEY AND SITE PLAN. ALL INFORMATION SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.



KWIK TRIP

STORES



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STAR**



KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
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PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM

PARAGON DESIGN GROUP, LLC
2776 North Sholes Avenue
Milwaukee, WI 53210
Tel: 414.449.1555
Fax: 414.449.2425
www.paragondg.com

OFF-SITE LANDSCAPE PLAN -
OVERALL

CONVENIENCE STORE #1051
WITH 2-BAY CW & SIDE DIESEL

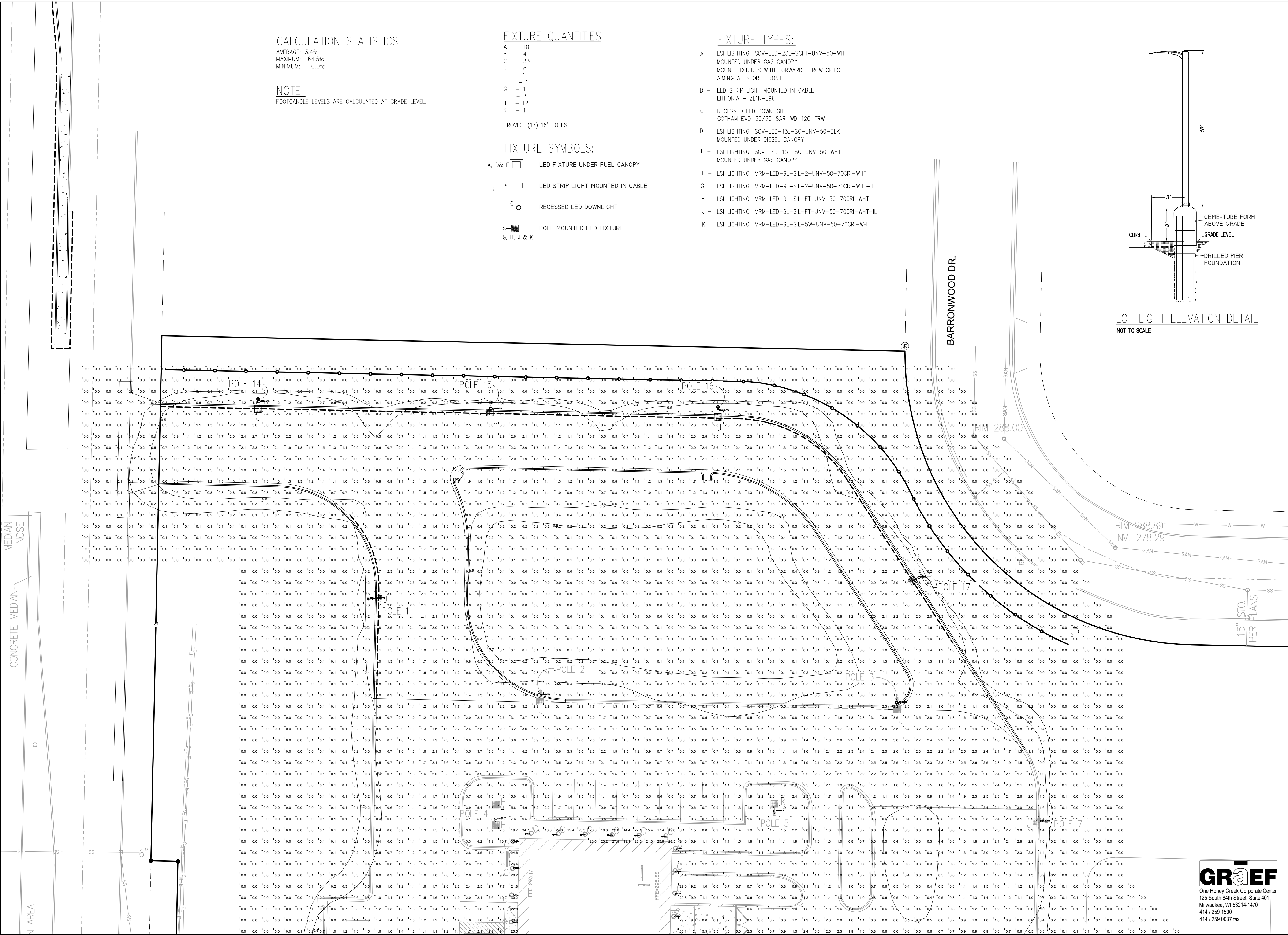
HUMBOLDT RD.
GREEN BAY, WI

#	DATE	DESCRIPTION
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____

DRAWN BY	BJB
SCALE	SEE SCALE BAR

DATE	12-31-2019
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SHEET OSI 10



Kwik
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TM

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P.O. BOX 2107
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LA CROSSE, WI 54602-2107
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PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM

SCALE
0 20 40

OFF-SITE PHOTOMETRIC
LIGHTING PLAN
CONVENIENCE STORE #1051

3525 HUMBOLDT ROAD
GREEN BAY, WI

#	DATE	DESCRIPTION
	XX/XX/XX	XXXXXXXXXX

DRAWN BY	CZE
SCALE	GRAPHIC
PROJ. NO.	8167A
DATE	12/30/19 - CONSTRUCTION DOCS
SHEET	OSE1

Gräef
One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470
414 / 259 1500
414 / 259 0037 fax



Report to the Green Bay Plan Commission

MEETING DATE

February 4, 2020

PREPARED BY

David Buck, Staff

AGENDA ITEM # L.6.

To approve hosting Public Hearings at Plan Commission meetings.

BACKGROUND

Reason for Request: Streamline and increase public information associated with the process of zoning code text amendments, zoning map changes and conditional use permits.

Report: 2017 Wisconsin Act 67, adopted in late 2017, changed the way conditional use permits (CUP) must be processed requiring a Class II notice be published and public hearing held. Since public hearings are currently conducted at the Common Council, this change in State Statute added 2-4 weeks to the timeline for such requests because the associated resolution now has to go to two Council meetings versus one. In many cases, this has added additional burden to applicants and has led staff to consider how to reduce the time frame.

While researching the CUP process, staff discovered that the City Council has the ability to delegate required public hearings to the Plan Commission for text amendments, zone changes/PUDs, and Conditional Use Permits. Under § 62.23(7)(d), Wis. Stats., public hearings on zoning regulations “shall be held by, at the council’s election, the council, the plan commission.”

Staff believes there are numerous benefits that can be realized by having these select public hearings at the Plan Commission meetings. In particular, having the hearings occur at the same meeting as the presentations and Plan Commission discussions concerning the proposed text amendments, zone changes, and CUPs increases transparency and accessibility of the zoning process. Constituents will have the opportunity to attend a singular meeting at which they will be able to receive the pertinent information concerning the request via staff presentation on the item, observe the Commission’s discussion and recommendation concerning the request, and then make any statements they wish to make during the public hearing portion. Additionally, it is Plan Commission policy to individually notify nearby land owners by mail of the Plan Commission action item so adds an additional personalized notification beyond a public hearing notice being published in the local newspaper. From a developer’s standpoint, comments received at the Plan Commission afford greater opportunity to adjust proposals addressing concerns/comments heard before the item is addressed by the City Council. Furthermore, this streamlined process will benefit those constituents, particularly commercial ones, who have requested zoning changes. Rather than having to wait several weeks following the Plan Commission’s recommendation for the public hearing at the next Council meeting, after which they may have to wait several additional weeks for resolutions to pass or first and second ordinance readings to occur, the overall process will be sped up by having the public hearing happen at the Plan Commission meeting.

It is important to be clear that moving the hearings from Council to the Plan Commission meetings does not alter City Council’s authority as the decision-making body with respect to adopting changes to the zoning code, rezoning property or authorizing a conditional use permit. Although the statutes give Council the authority to delegate the public hearing portion of the process to the Plan Commission, they still state that only the City Council may make changes or adopt amendments (see, e.g., WIS. STAT. §§ 62.23(7)(d) l.b;

62.23(7)(d)2). City Council remains the only authority that can pass any ordinance changes and approve any resolutions.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Resolution - Public Hearings at Plan Commission

**RESOLUTION AUTHORIZING THE GREEN BAY PLAN COMMISSION TO HOLD
PUBLIC HEARINGS ON PROPOSED CHANGES TO THE CITY OF GREEN BAY
ZONING REGULATIONS
(PP 20-01)**

February 4, 2020

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, Section 62.23(7)(d), Wis. Stats., requires the City of Green Bay to hold public hearings on proposed changes to the City's zoning regulations; and

WHEREAS, that statute permits the Common Council to authorize the Green Bay Plan Commission to hold such public hearings on proposed text amendments, zone changes (including planned use developments), and conditional use permits; and

WHEREAS, the Plan Commission currently hears a presentation from staff regarding the proposed change, provides the public an opportunity to speak about the proposal, and then discusses the proposal as a Commission and makes a recommendation to the Common Council for action on the item; and

WHEREAS, holding public hearings at the same Plan Commission meeting as the staff presentation, comments from interested parties, and Commission discussion and recommendation provides increased transparency into the zoning amendment process, affords constituents the opportunity to receive all relevant information at one time, and provides an opportunity for immediate public comment; and

WHEREAS, holding public hearings at Plan Commission meetings, rather than Common Council meetings, would make the process for approval of changes to the City's zoning regulations more efficient by reducing the overall time between the initial Plan Commission meeting on the proposal and final Council action on the Plan Commission's recommendation; and

WHEREAS, moving the public hearing portion of the zoning amendment process to the Plan Commission does not affect the Common Council's position as the final authority over zoning changes, since Council will still need to vote on whether to approve the Plan Commission's recommendations;

NOW, THEREFORE, BE IT RESOLVED that, as authorized under § 62.23(7)(d), Wis. Stats., the Common Council hereby officially exercises its option to permit the Plan Commission to hold public hearings on proposed changes to the City of Green Bay's zoning regulations, in the form of text amendments, zone changes (including planned use developments), and conditional use permits.

Adopted _____

Approved _____

Mayor

Clerk

LJM



2020 Plan Commission Meeting Schedule and Deadlines

*Rezoning***, *CUP**, *PUD***, *CSM Variance**, *Plat of Right-of-Way***, *Comprehensive Plan Amendment**+*, *Text Amendment***
*Discontinue Easement**, *Street Name Change**, *City Surplus Declaration**, *Street/Alley Vacation**^/Closure***, *Development/Official Map***

Application Deadline	Plan Commission Meeting/Public Hearing	City Council 1 st Reading	City Council 2 nd Reading
Three Mondays prior to meeting, 4:30pm	Typically Mondays prior to City Council, 6:00pm	Typically Tuesdays, 6:00pm	Typically Tuesdays, 6:00pm
January 6	January 27	February 4	March 3
February 3	February 24	March 3	Wednesday, April 1
March 2	March 23	Wednesday, April 1	April 21
March 23	April 13	April 21	May 5
April 6	April 27	May 5	May 19
April 20	May 11	May 19	June 2
May 4	Tuesday, May 26	June 2	June 30
June 1	June 22	June 30	July 21
June 22	July 13	July 21	August 18
July 20	August 10	August 18	September 15
August 10	August 31	September 15	October 6
September 7	September 28	October 6	October 20
September 21	October 12	October 20	November 10
October 12	November 2	November 10	December 1
November 2	November 23	December 1	December 15
November 16	December 7	December 15	January 19, 2021
* One Reading at City Council ** Two Readings at City Council <u>Underline</u> Public Hearing at City Council		+ A 30 day wait between 1 st Reading and 2 nd Reading required ^ A 40 day wait between 1 st Reading and 2 nd Reading required	



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # M.I.

To approve a request by Department of Public Works to use 2020 budget savings from Operations Division table of organization change to fund a pick-up truck for the Building Maintenance Technician for \$35,200.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2020 added BMT truck request
2. 2019 BMT shift change PC report

To: Finance Committee

From: Christopher J. Pirlot, PE
DPW-Operations Division Director

Date: January 22, 2020

Re: Request for Funding Transfer to Purchase Vehicle for DPW On-call Activity

The intent of this memo is to document a DPW request for a field response vehicle to be added to its current fleet. The vehicle is necessary to effectively perform DPW core duties on weekends, related to recently-approved changes in the DPW table of Organization. Following is a summary of the request.

Background

On December 10, 2019 Personnel Committee recommended approval to re-structure the DPW-Operations Division Building Maintenance Technician (BMT) schedule. This change was approved by the Common Council on December 17, 2019. A copy of the Human Resources Department report describing the change is attached to this report.

The approved BMT schedule change accomplished the following items:

- 1) Removed 1 BMT from DPW's Table of Organization
- 2) Replaced weekend BMT work shifts with a BMT rotating on-call program
- 3) Reduced DPW operating costs

DPW BMT's have maintained scheduled work shifts 24/7/365 for decades. Night and weekend BMT shifts were maintained predominantly to assist with City first-responder issues. DPW deals with other first responder issues in Electrical Section and Utility Division using an on-call rotation with short response time. With the approved schedule change, BMT's are still available on-site 24/7 on weekdays. But they are now on-call 24/7 during weekends like other DPW sections. BMT's respond from home on weekends instead of from a DPW location.

Request

For efficient BMT on-call operations, DPW must acquire one (1) pick-up truck for the BMT's to take home for on-call duty. The cost of a pick-up truck for this function is \$31,700 plus \$3,500 for an arrow board and strobe lights (total \$35,200).

Due to timing of the above-referenced DPW Table of Organization change, the 2020 DPW budget contains funding for four (4) BMT's instead of the three (3) in the modified DPW Table of Organization. The 2020 DPW-Operations Division "Regular Salaries" account (101503-50001) alone contains wages for the one (1) eliminated BMT position in the amount of \$46,979. Fringe benefits are also included in other 2020 operating budget accounts for this eliminated position.

To complete changes in BMT operations, DPW respectfully requests that \$35,200 in the 2020 DPW operating budget be transferred as follows:

Transfer FROM: DPW-Operations Division-Regular Salaries (101503-50001) account

Transfer TO: DPW-Capital-New Equipment (427503-55150) account

This is a one-time request. Purchase of this vehicle will still result in a first-year budget savings. Future vehicle replacements will be programmed through the standard DPW budgeting process.

DPW thanks Finance Committee for its consideration of this request. If you have questions or require additional information, don't hesitate to contact me.

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
Finance Committee
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # M.2.

To approve a request to increase fees for liquor licenses effective 7/1/2020.

BACKGROUND

RECOMMENDATION

To approve the increase.

FISCAL IMPACT

ATTACHMENTS

- I. revised PROPOSED LIQUOR LICENSE INCREASE

INCREASE IN FEES FOR 2020-2021 LICENSE (7-1-2020 to 6-30-2021)

Increase in fees	From	To	2020 Impact
Class "A" Beer License	\$250	\$500	\$17,250.00
"Class A" Liquor License	\$250	\$500	\$13,250.00
"Class B" Liquor	\$400	\$500	<u>\$16,500.00</u>
			\$47,000.00 Approximately

- Liquor licenses fees are determined locally, but must be within the statutory maximum and minimum.
- Municipalities are free to set the fee anywhere within the statutory range without justifying their costs.
- These increases would be in line with other municipalities around us. Here is what the surrounding municipalities are charging:

Fees Charged	Allouez	Ashwaubenon	Bellevue	<u>DePere</u>	Green Bay	Hobart	Howard	<u>Suamico</u>
Class "A" License for fermented malt beverages	\$250	\$500	\$500	\$625	\$250	\$500	\$500	\$250
"Class A" License for intoxicating liquors	\$250	\$500	\$500	\$350	\$250	\$500	\$500	\$500
Class "B" License for fermented malt beverages	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
"Class B" License for intoxicating liquors	\$500	\$500	\$500	\$500	\$400	\$500	\$500	\$500
Operator's License	\$40/2 yrs.	\$30/+\$15 Prov.	\$40/2 yrs.	\$55/2 yrs.	\$50/2 yrs.	\$40/1yr	\$40/2 yrs	\$30/2 yrs.
Publication Fee	\$60	\$20	\$25	\$30	\$25	\$20	\$5	\$25

- Renewal letters are sent early March.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # M.3.

To award a 3 year contract to ESRI for GIS Mapping Software for \$188,400 (\$62,800 annually).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. I-28-2020 FINANCE ESRI Software for IT Department
2. Q-387685 City of Green Bay Updated-Dec12-19



CITY OF GREEN BAY - PURCHASING DIVISION

TO: Finance Committee
FR: Jackie Krawze - Buyer, CPPB
DT: January 28, 2020
RE: Purchasing Report
Cc: Mike Hronek, Diana Ellenbecker

Report of Jackie Krawze – Buyer, CPPB:

1. Request approval to award a 3 year contract to ESRI for GIS Mapping Software for \$188,400 (\$62,800 annually).

DESCRIPTION	FUNDING SOURCE	AWARDED VENDOR	RESPONSES	\$ AMOUNT
IT - ESRI GIS Mapping Software 3 Year Contract (3/8/2020 - 3/7/2023)	101106-53020 IT - Software Maintenance	ESRI	State Contract #505ENT-W04 -ESRIGEO-01	\$188,400 3-Years (\$62,800 annually)

ESRI: The ESRI Geographic Information System (GIS) is utilized by all City departments and many citizens to maintain and query data. Most city infrastructure including pavement, storm and sanitary sewers and water infrastructure is managed with maintenance records and capital improvement projects from this software. The public can view an interactive internet map that displays aerial photography, parcel lines and can quickly gather other information from the parcel by selecting and viewing a table of information consisting of assessor, floodplain, voting, school district, garbage pickup day and much more. The inspection division utilizes the software daily to issue or deny permits from the information derived by spatial analysis such as zoning, floodplain, historic district etc. Inspection complaints can easily be mapped and supervisors can adjust district boundaries to redistribute workloads evenly. The Police Department utilizes the software daily to create historic and live E911 and police record maps. Crime incident mapping allows easy adjustment of police districts. Assessors can query the software, display data on a map and enter information about multiple parcels at a single time instead of querying each individual parcel separately for data entry. Aldermanic districts are created after census using the software.



December 19, 2019

Mr. Michael Hronek
City of Green Bay
100 N Jefferson St Rm 416
Green Bay, WI 54301-5026

Dear Michael,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com fax
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jason Fetch



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-387685

Date: December 19, 2019

Customer # 12223 Contract # ENTERPRISE AGREEMENT

City of Green Bay
Information Technology Dept
100 N Jefferson St Rm 416
Green Bay, WI 54301-5026

ATTENTION: Michael Hronek
PHONE: (920) 448-3427
EMAIL: mikehr@greenbaywi.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/9/2019 To: 3/7/2020

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168441	1	Year 1	\$6,000.00	\$6,000.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				
168441	1	Year 2	\$6,000.00	\$6,000.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				
168441	1	Year 3	\$6,000.00	\$6,000.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				
167930	180		\$30.00	\$5,400.00
Tracker for ArcGIS Enterprise Term License				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jason Fetch	Email: jfetch@esri.com	Phone: 651-454-0600 ext 2331 x2331
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.		

FETCHJ

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 9/9/2019 To: 3/7/2020*

Quotation # Q-387685

Date: December 19, 2019

Customer # 12223 Contract # ENTERPRISE
AGREEMENT

City of Green Bay
Information Technology Dept
100 N Jefferson St Rm 416
Green Bay, WI 54301-5026

ATTENTION: Michael Hronek
PHONE: (920) 448-3427
EMAIL: mikehr@greenbaywi.gov

Subtotal:	\$188,400.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$188,400.00

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
162040	1	\$2,000.00	\$2,000.00
ArcGIS Monitor for ArcGIS Server Up to Four Cores Term License			
162071	4	\$250.00	\$1,000.00
ArcGIS Monitor for ArcGIS Server Additional Core Term License			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Jason Fetch

Email:
jfetch@esri.com

Phone:
651-454-0600 ext 2331 x2331

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

FETCHJ

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To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/9/2019 To: 3/7/2020

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Jason Fetch

Email:

jfetch@esri.com

Phone:

651-454-0600 ext 2331 x2331

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

FETCHJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase
 Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS
 Developer*
 Two (2) Esri CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 Insights in ArcGIS Enterprise
 5 Insights in ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # M.4.

To refer to staff a request by Ald. Vanderleest to create a resolution that the City of Green Bay pays off more general obligation debt each year than new debt created. Nearly 18-20% of each yearly City budget pays solely for interest on City debt. We must do a better job to reduce our total debt and prioritize our capital expenses so we are not crowding out core services. Many cities and counties are facing these fiscal pressures and the City of Green Bay needs a plan to reduce our debt in the short and long term.

BACKGROUND

RECOMMENDATION

Defer to the Capital Improvement Plan – borrowing request.

FISCAL IMPACT

ATTACHMENTS

1. Finance_Vanderleest-GEN OB DEBT
2. GO Debt 2020 budget payoffs

1/14/2020

Communication by Alderman Vander Leest to Finance Committee

Request to create a resolution that the City of Green Bay pays off more general obligation debt each year than new debt created. Nearly 18-20% of the each yearly City budget pays solely for interest on city debt. We must do a better job to reduce our total debt and prioritize our capital expenses so we are not crowding out core services. Many cities and counties are facing these fiscal pressures and the City of Green Bay needs a plan to reduce our debt in the short and long term.

2020 BUDGET Projected debt:**1/28/2020**

					Annual Budget
		2020 Principal paid off	2020 Interest less misc revenues	Projected payments	\$ 110,015,518
GO Debt	General Levy	7,480,558	2,549,552	10,030,110	9.1%
GO Debt	Parking Utility	171,637	105,725	277,362	0.3%
GO Debt	Bay Beach	275,000	199,422	474,422	0.4%
GO Debt	TIF's	3,103,379	1,142,836	4,246,215	3.9%
GO Debt	Sanitary Utility	1,180,663	505,119	1,685,782	1.5%
GO Debt	Storm Utility	680,406	620,478	1,300,884	<u>1.2%</u>
		12,891,643	5,123,132	18,014,775	16.4%
				-	
RDA Debt	Parking Utility	470,000	8,225	478,225	0.4%
2020 BUDGET		13,361,643	5,131,357	18,493,000	16.8%

Recommend: Defer to the Capital Improvement Plan - borrowing request.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # M.5.

To receive and place on file a communication by Ald. Vanderleest:

Property taxes increased roughly 4.1% for the City of Green Bay property tax payers in 2020. Couple this increase with the water bill rate changes and the average Green Bay home owner had a roughly \$100-120 increase to their property taxes. I propose that property taxes for the City of Green Bay would NOT increase more than 1% for the 2021 budget. Green Bay is already one of the highest property tax rates in Brown County. This is causing new home buyers to pursue other less expensive properties due to the disparity in property taxes. Ashwaubenon and Bellevue are \$450-\$500 less on the average home to Green Bay. This is critical if we wish to remain competitive in Brown County for future development and growing businesses.

BACKGROUND

RECOMMENDATION

Defer to 2021 Budget meetings.

FISCAL IMPACT

ATTACHMENTS

- I. financeVanderleest-PROP TAX

1/14/2020

Communication by Alderman Vander Leest to Finance Committee

Property taxes increased roughly 4.1% for the city of Green Bay property taxpayers in 2020. Couple this increase with the water bill rate changes and the average Green Bay home owner had a roughly \$100-\$120 increase to their property taxes. I propose that property taxes for the City of Green Bay would NOT increase more than 1% for the 2021 budget. Green Bay is already one of the highest property tax rates in Brown County. This is causing new home buyers to pursue other less expensive properties due to the disparity in property taxes. Ashwaubenon and Bellevue are \$450-\$500 less on the average home to Green Bay. This is critical if we wish to remain competitive in Brown County for future development and growing businesses.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # M.6.

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

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. CONFIDENTIAL - Claims Committee Rpt January 2020



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # N.I.

To approve the request from Wisconsin Public Service for a 12' wide utility easement at East River Optimist Park to provide an electric service to the new concession stand.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Parks Committee Agenda
2. WPS - ER Optimist Easment
3. WPS - ER Optimist Easement Map I



AGENDA OF THE PARKS COMMITTEE

**WEDNESDAY, JANUARY 29, 2020, 5:00 PM
CITY HALL, ROOM 207**

A. Roll Call.

B. Approval of the Agenda.

C. Approval of Minutes.

D. Regular Business.

1. Consideration with possible action on the request from Wisconsin Public Service for a 12' wide utility easement at East River Optimist Park to provide an electric service to the new concession stand.
2. Consideration with possible action on hiring the lowest responsible vendor to tighten bolts on the Zippin Pippin rollercoaster at Bay Beach Amusement Park.

E. Informational.

1. Staff presentation of the selection of the Bay Beach Wildlife Sanctuary as a participant in the Give BIG Green Bay fundraising campaign. - Informational Only
2. Director's Report on updates and recent activities of the Parks, Recreation and Forestry Department.
3. The next Park Committee is scheduled for February 12, 2020.

F. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 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 Parks 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.

1048496 WPSC

DOCUMENT NUMBER

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this _____ day of _____, by and between **City of Green Bay, a Municipal Corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lot 24 of Block 143 of the recorded Plat of Astor, being part of Private Claim 5 & 6 West side of Fox River, **City of Green Bay, County of Brown, State of Wisconsin**, as shown on the **attached Exhibit "A"**.

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

Parcel Identification Number (PIN)
17-778

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.
9. **Indemnification.** Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Grantee, any contractor or subcontractor performing work on behalf of Grantee in the Easement Area, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

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

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

[REMAINDER OF PAGE LEFT BLANK]

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

City of Green Bay, a Municipal Corporation

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
COUNTY OF _____)SS

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

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

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Andrea Windham
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
January 8, 2020	Brown	City of Green Bay	1419 Lawe St	17-778
Real Estate No.	WPSC District	WR#	WR Type	I/O
1048496	Green Bay-10	2996659	EP	2180001100

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

NORTH

1417 Lawe St

12 FOOT WIDE EASEMENT

Lawe St

1992



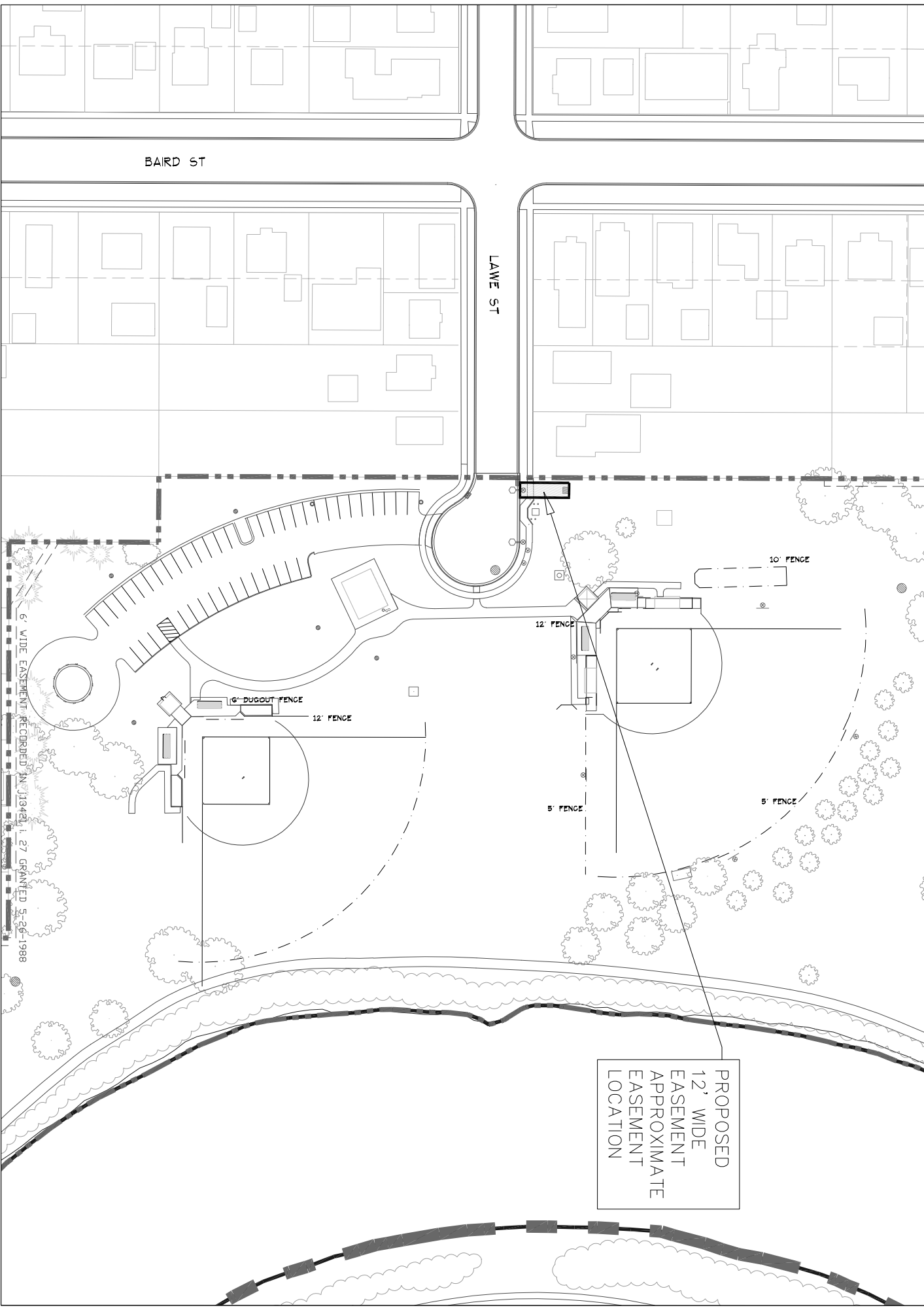
GREEN BAY PARKS, RECREATION,
AND FORESTRY DEPARTMENT

EAST RIVER OPTIMIST PARK
PROPOSED EASEMENT



SCALE: 1"=100'-0"
0 25 50 100

DATE DRAWN: JANUARY 2009
LAST REVISION: JAN 2009





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # N.2.

To approve hiring MVR, Martin & Vleminckx, to tighten bolts on the Zippin Pippin rollercoaster for a total cost of \$71,272, to include more information in future Request for Proposals as to the required tools and techniques recommended for this work and notify the low quote vendor why their proposal is incomplete.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. RFQ #3225 Intent to Award Notice



January 27, 2020

RE: Notice of Intent to Award: Bolt Inspection & Maintenance on Rollercoaster RFP #3225

Dear Vendors,

The Green Bay Parks, Recreation and Forestry have completed their evaluation of the responses to RFP #3225 issued on January 10, 2020. A selection team evaluated the proposals based on the criteria stated in the RFP to select the Offeror that submitted the most advantageous proposal. We announce our recommendation to award the contract to:

- MVR- Martin & Vleminckx for a cost of \$71,272.

This recommendation will be brought for approval before the Green Bay Parks Committee meeting on Wednesday, January 29, 2020 at 5:00 pm for approval. This meeting is open to the public and attendance is not required. If you plan to attend, please confirm the date, time and room prior to the meeting by visiting our website, www.greenbaywi.gov. For your reference, a copy of the proposal summary is attached.

Thank you for the time and effort in submitting a proposal and also for your continued interest in doing business with the City of Green Bay. If you have any questions, or require additional information, please feel free to contact me at 920-448-3051.

Sincerely,
City of Green Bay

Diane Kruse, CPM, C.P.I.M.
Buyer

Attachment

INSPECTION AND MAINTENANCE ON BOLTS ON ROLLERCOASTER

RFP #3225

Total Possible Points	MINIMUM SPECIFICATIONS	Highest Score	----->	----->	----->	----->
		MVR Martin & Vleminckx	NWC Northwest Coasters	Great Coasters International Option #1 per Specifications	Great Coasters International Option #2 - we supply Helical Washers	Great Coasters International Option #3 - they supply Helical washers.
30	Overview of Company with Capability/Experience with Similar projects as the one in this RFP	30	20	25	25	25
20	Execution of Scope of Work, Safety Program, Number of people assigned, list of equipment using, time-line for completion and information you believe is necessary to complete this project safely and in a timely manner.	20	10	10	10	10
20	References	20	20	20	20	20
30	Pricing	21.48	30.00	8.19	5.80	5.60
	Vendor Scores Total possible points = 100	91.48	80.00	63.19	60.80	60.60
			\$52,604.00			
	Cost	\$71,272.00	\$51,025.88	\$187,000.00	\$264,100.00	\$273,400.00

3% Discount

RECOMMENDATION:

Award this project to : MVR - Martin & Vleminckx for \$71,272.

NOTES: The City issued a Request for Proposal (RFP) and received three proposals. On 1/27/2020 the team did Consensus Scoring for each Proposal and MVR Martin & Vleminckx received the highest score.

PRICE SCORING: Was derived from a formula. Pricing of \$51,025.88 for NWC Northwest Coasters is with the 3% discount they offered.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # N.3.

Informational Only: To receive and place on file the staff presentation of the selection of the Bay Beach Wildlife Sanctuary as a participant in the Give BIG Green Bay fundraising campaign.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # O.I.

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

- a. Assistant City Engineer - Public Works
- b. Operator II - Public Works

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 01.28.2020
2. Position Request To Fill - ACE - JMueller - 01-22-20
3. Request to Fill - Operator II - J. Hanes 01.17.20

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Sarah Fidler
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: January 28, 2020

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

- Assistant City Engineer – Replacement position due to the retirement of John Mueller effective February 17, 2020. Salary range: \$77,064 - \$90,646 annually.
- Operator II - Replacement position due to the retirement of Josh Hanes effective January 17, 2020. Salary range: \$22.09 - \$26.00 per hour.

**Position Fill Request
Justification Report
January 28, 2020**

Position Title: **Assistant City Engineer (Special Projects)**

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

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

This position will be vacant as a result of the retirement of Jon Mueller, effective 02/17/2020.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**
The position is included in the current budget. The current salary range for the position is \$77,064 - \$90,646 per year. The position is currently funded by the general levy-supported budget.

- 3. Please list the functions and any special information regarding this position.**
This position provides design and construction administration duties for all Public Works construction projects throughout the City of Green Bay. Additionally, this critical management position oversees the Special Projects section of the Department of Public Works Engineering Division. The position is responsible for programming and completing all work for other Departments across the City, including work at Police, Fire, Transit, and Community Development owned properties. This position is responsible for coordinating all outside vendor services for specialty contracts such as parking ramp repair/maintenance, bridge inspection and repair, HVAC maintenance/repair, building structural maintenance, window/building envelope maintenance, and environmental and geotechnical engineering consultants.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
Although this position does not directly generate revenue, the position oversees contracts for design and construction of City-owned facilities that routinely range in annual aggregate value of more than \$10 million. If the work were not performed using in-house staff, an engineering consultant would have to be employed to complete the work. Using a conservative amount of 15% for engineering services, the financial impact to the City would be in excess of \$1.5 million annually.

- 5. Please explain why current staff is unable to absorb duties of this position.**
Both the historical and current volume of work completed by this position significantly exceed the available number of hours on an annual basis.

- 6. If duties of position are presently being done, how are they done?**
The duties of the position are currently being performed by the incumbent Assistant City Engineer.

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

Services may not be directly eliminated, but the ability to complete work, especially that work performed for other departments, would be negatively impacted more than it currently has been. The Assistant City Engineer (Project Development) and Director of Public Works can no longer assist in completing the work functions of this position.

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

There is no alternative because to effectively manage the Special Projects Section, there needs to be one person managing all of the day-to-day activities in the Section and this cannot be accomplished by outside services.

9. Are there union issues?

No

10. Other supporting comments.

At the beginning of 2013, the Director of Public Works took the opportunity to review the requirements for this position to determine if a reorganization of the Special Projects Section was warranted. The results of this review indicate that the current structure of the Section remains to serve the best interests of the City. With the impending retirement of Mr. Mueller, DPW again revisited the 2013 evaluation to determine if any situations had changed which may alter the findings arrived at in 2013. We have determined that the Assistant City Engineer (Special Projects) position has increased in workload and types of projects being administered. As a result, we find that filling the position in its current configuration is more critical than it was in 2013.

**Position Fill Request
Justification Report
January 21, 2020**

Position Title: Operator 2 – DPW Operations Division/Street Section

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

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

This position will be vacant as a result of the retirement of Josh Hanes, effective at the end of the work day on Friday, January 17, 2020.

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

Yes, this position is currently funded in the DPW operating budget. The current salary range for this position is \$22.09/hour \$26.00/hour (\$45,947/year to \$54,080/year)

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

Operator 2 employees perform a range of duties including, but not limited to operation of the tub grinder, loaders, graders, backhoes, excavators, rollers, and other specialized equipment. They also operate commercial vehicles, and perform general labor related to road and guard rail repair, and other assignments necessary to perform DPW functions.

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

This position does not generate revenue for the City. But the use of in-house labor and equipment reduces the need to contract out for those services.

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

Loss of an Operator 2 position represents a reduction in DPW's ability to provide all Street Section services in a timely manner, including snow plowing. Additionally, effective and efficient operation of road graders and loaders is a learned and acquired ability. Not all employees exhibit the necessary abilities to complete this work.

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

Duties are assigned to other Street Section employees as needed, dependent on their skill level. When there is a lack of personnel, assignments are prioritized. Lower priority tasks are postponed or not completed.

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

DPW will continue to perform all of its core services. However, a reduction in staffing will result in a lower level of service to residents and potentially increase the amount of time required to complete the services.

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

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

9. Are there union issues?

No

10. Other supporting comments.

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # O.2.

To approve the request to approve 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, 2020 occurs.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2020 IBEW Agreement 12.18.19

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)

2020

Agreement Between

City of Green Bay

And

International Brotherhood of Electrical Workers

Local No. 158

2020

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, 2020 and remain in full force and effect up to and including December 31, 2020.

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, 2020. 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, 2020

Pay Grade: J
✦ Electrician Foreperson

Pay Grade: I
✦ Electrician

WAGES IN ACCORDANCE WITH CITY PAY PLAN
October 1, 2020

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range
J	\$29.08	\$29.93	\$30.78	\$31.64	\$32.49	\$33.34	\$34.20	\$34.21 - \$39.33
I	\$26.91	\$27.68	\$28.49	\$29.26	\$30.07	\$30.84	\$31.65	\$31.66 - \$36.39

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
Personnel Committee
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # O.3.

To approve the repeal and removal of City of Green Bay Personnel Policy Chapter 26, Bridgetender Benefits.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bridgetender Policy - Repealed
2. Chapter 26 - Bridgetender Benefits

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Joseph W. Faulds, Human Resources Director

Re: Repeal Ch. 26 Bridgetender Benefits

Date: January 28, 2020

Repeal Chapter 26 Bridgetender Benefits

Effective on December 1, 2019 City of Green Bay no longer has responsibility of employing bridge tenders to operate the three lift bridges in downtown Green Bay. Moving forward, Brown County will be responsible for providing bridge tender services through an agreement with the Wisconsin Department of Transportation.

Since the City no longer employs bridge tenders, the Personnel Policy Chapter 26 Bridgetender Benefits is no longer necessary and should be repealed and removed from the City of Green Bay Personnel Policies.



CITY OF GREEN BAY PERSONNEL POLICY

Policy Title Bridgetender Benefits	Policy Reference Chapter 26
Policy Source Human Resources Department	Legal Review Date February 28, 2012
Personnel Committee Approval April 24, 2012	City Council Approval May 1, 2012

- 26.1 PURPOSE. The purpose of this policy is to establish work assignments and benefits for Bridgetenders. Bridgetenders will only be eligible for benefits under Chapter 9 of the City's Personnel Policies that are specifically referenced in this Bridgetenders Benefits Policy.
- 26.2 NAVIGATION SEASON. The navigation season will generally be from April 1 to December 1 of each year, more or less, such exact period to be determined by the Public Works Director or designee depending on weather conditions and the ability of ships to arrive and/or depart. Bridgetenders will be on call for off-season work as scheduled by the Public Works Director or designee.
- 26.3 PROBATION PERIOD. New Bridgetenders will serve a 12-month probation period.
- 26.4 WORK SCHEDULES. The work schedules and determination of the number of Bridgetenders necessary will be at the discretion of the Public Works Director or designee.
- 26.5 HOLIDAYS. Bridgetenders will be eligible to receive paid holiday time in accordance with the holiday provisions of Chapter 9, for those holidays that occur during the navigation season. If a holiday falls on a Bridgetender's regularly scheduled work day, they will receive regular pay for the holiday, plus holiday pay. Holiday pay will be appropriately prorated but will not exceed 8 hours.
- 26.6 VACATIONS. Bridgetenders will be eligible to earn vacation according to the following schedule:
- Start through end of 5th year 53 hours
 - 6th through end of 10th year 80 hours
 - 11th through end of 15th year 91 hours
 - 16th through end of 20th year 107 hours
 - 21st year plus 133 hours

Bridgetenders earning more than 133 hours of annual vacation as of March 25, 2011 will be grandfathered and redlined at the appropriate prorated amount of their current vacation accumulation while employed by the City. The allowable amount of vacation carryover is 160 hours.

- 26.6.1 Personal Leave. In addition to vacation, each Bridgetender will be granted 2 days of personal leave per navigation season. Personal leave must be used during the calendar year earned and may not accumulate from year to year.
- 26.7 SICK LEAVE. Bridgetenders will accrue sick leave at the rate of 8-hours per month of service during the navigation season to a maximum of 1152 hours. An employee may use absences necessitated by injury or illness of the employee or an immediate family member.
- 26.7.1 Immediate family will mean spouse, parent, stepparent, child, stepchild, foster child, guardian or sibling who lives at home.
- 26.7.2 Misuse of sick leave may subject the employee to disciplinary action per the City's Personnel Policies. Management may periodically review amounts of use as well as patterns of use and counsel employees on problem areas.
- 26.7.3 Escrow Account. Employees employed prior to March 25, 2011 terminating employment by eligibility and acceptance to the State Retirement system will have accumulated sick leave, up to a maximum of 688 hours, placed in an escrow account and used to pay health insurance premiums. This provision will not apply to those employees employed after March 25, 2011. Employees retiring prior to December 31, 2013 will have sick leave hours placed in their escrow account either in accordance with the provision in effect on March 1, 2011 or in accordance with section 9.7.5.a above, whichever is more beneficial to the employee.
- 26.8 FUNERAL LEAVE. Funeral leave will be granted in accordance with the funeral leave provisions of Chapter 9 of the City's Personnel Policies.
- 26.9 WORK WEEK. The regular work week will typically be 6 consecutive work days followed by 2 days off. There will typically be 3 shifts: 6:00 a.m. to 2:00 p.m.; 2:00 p.m. to 10:00 p.m.; and 10:00 p.m. to 6:00 a.m. These schedules may be modified at the discretion of the Public Works Director or designee.
- 26.10 OVERTIME. In accordance with the Fair Labor Standards Act (FLSA) employees will receive overtime at the rate of 1½ times the employee's regular hourly rate and will be paid for all hours actually worked in excess of 40 hours per week. Overtime hours must be pre-approved by the Supervisor. Approved paid time off will not count as hours worked for the purposes of determining eligibility for 1½ times pay. Anytime overtime is available on a specific bridge, overtime will be offered by seniority to Bridgetenders on that bridge before going to master seniority.
- 26.11 MINIMUM PAY. An employee will be eligible for 2-hours minimum pay when called in and reporting to work.
- 26.12 ASSIGNMENTS. The Public Works Director or designee will make assignments to specific jobs within the work group. When a vacancy occurs on a bridge, the Employer will give consideration to seniority when making job assignments.
- 26.13 SENIORITY. Seniority for purposes of the Bridgetender group will commence upon an employee's most recent date of hire as a Bridgetender.

- 26.14 DISCIPLINE AND DISCHARGE. Discipline and discharge will be in accordance with the appropriate provisions of the City's Personnel Policies.
- 26.15 GRIEVANCE. Employees may file a grievance in accordance with Chapter 12 of the City's Personnel Policies.
- 26.16 HEALTH, DENTAL AND LIFE INSURANCE. Bridgetenders will be provided health, dental and life insurance in accordance with applicable provisions of Chapter 9 of the City's Personnel Policies.
- 26.16.1 In order to cover premiums during the off-season, the City will allow each Bridgetender to have withholdings for health, dental and life insurance premiums taken out of each paycheck during the bridge tending season to cover most, if not all, of the premiums during the off season.
- 26.16.2 The City will calculate the projected cost of the premiums during the off season and divide the deduction equally among the remaining pay periods in the calendar year and place the money into a premium withholding account. In December the City will use this account to pay off insurance premiums. If there is not enough money in the employee's account to pay all of the premiums, the City will make the appropriate deductions from the employee's last calendar year paycheck. If there is excess money in the account the City will reimburse this money to the employee following the last paycheck in the calendar year.
- 26.16.3 Typically, the City becomes aware of premium increases for the next calendar year in September or October. Should there be an increase in premiums, the City will recalculate the amount due during the off season and change the employee's deduction accordingly.
- 26.17 WISCONSIN RETIREMENT SYSTEM (WRS). WRS contributions will be in accordance with applicable provisions of Chapter 9 of the City's Personnel Policies.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # O.4.

Informational: To receive and place on file the report of the summer schedule results.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Memo - Summer Schedule Survey Results

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Joseph W. Faulds, Human Resources Director

Re: Summer Schedule Survey Results

Date: January 28, 2020

Summer Schedule Survey Results

Last year the City adopted a summer schedule that changed the hours of operation for City Hall to be open from 7:30am-5:00pm Monday through Thursday and then 7:30am-11:30am Friday. This schedule was in effect from Memorial Day through Labor Day.

Human Resources sent a survey out to the employee groups that participated in the summer hours program, which included City Hall employees, Forestry, and DPW Sewer employees to gather employees' responses to the implementation of summer hours.

There were a total of 233 employees invited to take the survey and 164 total responses.

The percentage of responses by location:

City Hall	70.70%
Municipal Court	1.80%
Park, Rec, Forestry Shop	5.48%
Forestry	5.48%
DPW Sewers	7.92%
Didn't Answer	8.62%

Percentage that participated in Summer Hours

Yes	90.85%
No	9.15%

Should the City continue summer hours?

Strongly Agree:	71.51%
Agree	12.90%
Neutral	7.74%
Disagree	3.87%
Strongly Disagree	2.58%

There were mostly positive comments about summer hours in boosting morale and productivity. One response was, "It is a fabulous benefit and builds morale and lowers stress, which I feel actually increased our productivity. It worked so well for us I think it should be considered as a yearlong benefit. Even in the off months if we could rotate and have minimal staff coverage that

would be a nice benefit.”

Additional comments were about the challenges of applying summer hours fairly across office staff and field/laborer staff. This challenge is anticipated as the City Hall summer schedule does not apply to field employees, but the City supervisors and employees will continue to work together to determine a schedule that provides flexibility while maintaining or increasing productivity. As you can see in Forestry and DPW Sewers, the supervisors worked with employees to set up an alternative schedule (different than the City Hall schedule) to provide more flexibility and meet the needs of the division. For other divisions—such as Bay Beach—there cannot be a summer schedule as it is an operation open to the public seven days a week.

Another comment was in regards to childcare needs. Some responses felt that there should be flexibility with the hours throughout the week to help with childcare pick-up and drop-off.

Overall, the responses were favorable towards continuing the summer schedule. There are anticipated challenges (flexibility for field positions and daycare needs) that we will continue to work with supervisors and employees to help alleviate those concerns.



Report to the
Housing Authority
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

Stephanie Schmutzer, Staff

AGENDA ITEM # P.I.

To approve the GBPAC budget for Fiscal Year Beginning January 1, 2020.

BACKGROUND

The attached proposed budget covers staff recommendations for the various funding sources for the GBPAC. At this time no new projects are being proposed but continued funding of pro year projects are included. If new projects are proposed in 2020, they will be brought to the commission for review and approval.

RECOMMENDATION

Recommended by staff to Approve the GBPAC budget for Fiscal Year Beginning January 1, 2020.

FISCAL IMPACT

ATTACHMENTS

- I. Budget

Green Bay Public Arts Commision
Proposed Budget
1/1/2020

Balances

CDBG	92,366.67
Rotating Art Grants	4,100.00
Donations	20,000.00
Friends Account	9,941.68
	<u>126,408.35</u>

CDBG Funding Budget	\$ 92,366.67
Coordinator Position	37,972.67
Side walks	7,000.00
Alley Art	27,000.00
	<u>\$ 20,394.00</u>

Rotating Art Funding Budget	\$ 4,100.00
Artist payments	-
Insurance	1,000.00
	<u>3,100.00</u>

Donations Budget - Restricted	\$ 20,000.00
Embark maint	20,000.00
	<u>\$ -</u>

Friends Account Budget	9,941.68
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Green Bay Public Arts Commision
 Finacial Report
 12/31/2019

	Begging Bal	Revenue	Expenses	Balance
CDBG	70,408.97	71,500.00	49,542.30	92,366.67
Rotating Art Grants	5,000.00	-	900.00	4,100.00
Donations	100,000.00	-	80,000.00	20,000.00
Friends Account	10,000.00	150.00	208.32	9,941.68
Stadium tax	75,000.00	-	75,000.00	-
	260408.97	71650	205650.62	126,408.35

CDBG Funding Budget	\$ 92,366.67
Coordinator Position	37,972.67
Bus shelters	-
Side walks	2,000.00
Alley Art	27,000.00
	\$ 25,394.00

Rotating Art Funding Budget	\$ 4,100.00
Artist payments	-
Insurance	1,000.00
	3,100.00

Donations Budget - Restricted	\$ 20,000.00
Embark maint	20,000.00
	\$ -

Stadium tax budget	\$ -
Coordinator Position	-
	\$ -

Friends Account Budget	9,941.68
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Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # P.2.

To approve the Alleyway Transformation RFP for a permanent art installation utilizing CDBG beautification funds, with the following amendments:

Removing the artist allocation restrictions for artist fee and materials.

Extending the duration of the Artist's piece.

Additional information available regarding the Neighborhood.

Include the parameters of the location.

BACKGROUND

Consideration with possible action to approve the RFP for a permanent art installation, utilizing Community Development Block Grant (CDBG) beautification funds. The CDBG art installation option was selected by the GBPAC at their September 25, 2019, meeting and approved by the Redevelopment Authority at their October 8, 2019.

There is roughly \$27,000 remaining in Community Development Block Grant (CDBG) beautification funds for this installation. Staff developed an RFP to develop a permanent art installation to take place within the CDBG eligible area. The proposed alleyway(s) are located within Bodart Street. Alternate locations may need to be pursued based on building owners approval.

Specific site criteria and restrictions have yet to be developed, but staff is working with the Department of Public Works to establish project parameters. After reviewing the RFP, the Commission may suggest any edits or changes they see fit to be added prior to release.

The RFP is planned to be released starting February 3, 2020.

RECOMMENDATION

Staff is recommending to approve the Alleyway Transformation Project RFP for a permanent art installation utilizing CDBG beautification funds, subject to revisions.

FISCAL IMPACT

ATTACHMENTS

1. RFP Alleyway Transformation DRAFT
2. Potential Bodart Installation Locations



GBPAC

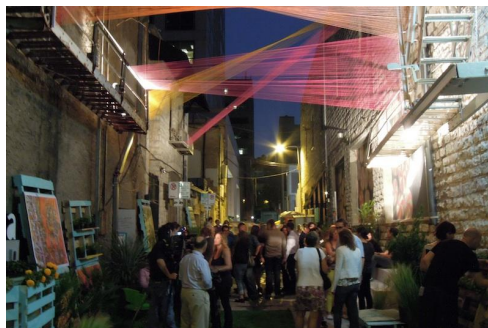
GREEN BAY
PUBLIC ARTS
COMMISSION

CITY OF GREEN BAY

ALLEYWAY TRANSFORMATION PROJECT

CALL FOR ARTISTS 2020

INSPIRATION



The City of Green Bay's Alleyway Transformation Project was inspired by other cities and projects such as Chattanooga, Tennessee, Sheboygan, Wisconsin, Dairy Block Art Alley.

CALL FOR ARTISTS

The City of Green Bay Public Arts Commission (GBPAC) invites artists and artist teams to submit a proposal for the design and fabrication of an immersive installation for the community to be located within an alleyway(s) on Bodart Street in downtown Green Bay, Wisconsin. The selected artist/artist team will work in collaboration with City staff to bring an engaging, immersive, creative space to life.

This is the first Alleyway Transformation Project for the city of Green Bay, but is inspired from numerous communities. The goal of this project is to build unexpected creativity into the everyday life of residents and visitors of Green Bay. We also hope to foster deeper relationships between the community and local artists/artist teams through new and unexpected experiences, while actively supporting the creative economy.

SUBMISSION DETAILS

March 29, 2020 Preliminary Proposal - Requirements for submitting a preliminary proposal are detailed in this RFP.

April 10, 2020 Refined Proposal - Select applicants may be asked to submit additional details regarding their proposal by this date.

May 2020 Final Artist Selection - All applicants will be notified of the results of the selection process.

Artist Stipend: \$14,500, Materials Budget: \$11,500

Installation Period: June 2020 - September 2020

Installation Duration: Minimum of 6 months to Permanent

ELIGIBILITY

The GBPAC invites all artists/artist teams, designers, and makers of all kinds to submit a proposal to create an immersive installation within Bodart Street.

The GBPAC encourages proposals from everyone. Individuals or groups, regardless of level of experience or background can apply.

WHAT IS AN IMMERSIVE INSTALLATION?

In the context of this project, **Immersive Installations** are built environments that can create multi-sensory, all-encompassing experiences for visitors and residents. Immersive installations are designed to create engagement between the visitor and the creator.

SITE DESCRIPTION

Proposed immersive installations will be installed in **one or both of the alleyways** located on Bodart Street, in downtown Green Bay, Wisconsin. If an alternate site(s) located within Bodart Street is proposed, this may be considered.

The select alleyways are fully functioning alleys that require access for vehicles, snow plowing and maintenance. A clearance of **(measurements)** must be maintained for vehicle and pedestrian traffic. The alleyway(s) will be prepared for the installation in a manner that best supports the specific requirements of the work to be installed. These requirements will be discussed and agreed upon by City staff and the Artist. Artists may add lighting and built environments that attach only to the walls and roof. Floor transformations may be considered but nothing can extend or be built into the **restricted areas**.

Dimensions of Alley A

Dimensions of Alley B

Drawings and plans for general reference are located within this RFP. For a full site view, you may either visit the site in person or explore online.

ALLEY PHOTOS

BUDGET

The selected Artist/Artist Team will be awarded a stipend of \$14,500 and a materials budget of \$11,500 for their work. Fabrication, installation, and other costs will be covered in the materials budget.

LOGISTICS

WHAT WILL YOU DO + WHAT WILL WE DO

Selected Artist(s) will:

- Bring their unique vision, perspective and expertise in fabrication to create an immersive installation for Green Bay residents and visitors to experience.
- Work with the GBPAC and City staff on finale design specs and agree to meet safety and environmental standards as well as standards for accessibility and universal design.
- Provide personal work-space and equipment to realize the project.
- Conduct in-process meetings with City staff throughout the project for staff to observe and consult on work in progress.
- Follow timeline!
- Transport work from personal work space to installation site.
- **If applicable:** transportation and deaccession of temporary installation from site.

City Staff will:

- Provide design support to ensure installations meet city standards for safety, physical accessibility and universal design.
- Provide logistics and support for installation (and if applicable, deaccession).
- Host a public opening in coordination with the Artist.

CRITERIA

Designs must adhere to the following criteria:

- Installation(s) must meet City standards for vehicular and pedestrian accessibility.
- **(Site measurements)**
- The installation site is outdoors in Central Wisconsin. All installation components must be designed and built to withstand the weather. City staff will consult with Artists to ensure safety and durability.
- If lighting is to be used, it must be approved by City staff and building owners.
- Sound levels (including bass, low end frequencies) must be below 80 dB (decibels). Review Municipal Code Chapter 27 for further details.
- The installation cannot include any breach of intellectual property, brands, trademarks, depictions of illegal activities, or adult content, such as sexually explicit or suggestive material.
- The installation must be appropriate for audiences of all-ages and abilities. The City of Green Bay reserves the right to remove any artworks for any reason, at anytime.
- You must disclose the contents of your installation known at the time of submission of application, including but not limited to: hardware, technology, construction materials and decorative elements. If selected, applicants will need to disclose any additional or new content to City staff.

Contact: Public Arts Coordinator, Laura Schley for more information.
Email laurasc@greenbaywi.gov Phone: 920-448-3142

SUBMITTING IDEAS

Proposals can be submitted by creating a cover page with your name, contact information including mailing address, phone number, and email, **and all materials listed in the Submission Materials section below.**

Mail/drop-off a copy to:

Laura Schley
Department of Community & Economic Development
100 North Jefferson Street - Room 608
Green Bay, Wisconsin 54301

or email all materials to:

laurasc@greenbaywi.gov

Proposals can be written or audio/video. Applicants can choose to submit a video application if a written application is not feasible.

Videos should be saved to YouTube. Artists submitting a video application should create a cover sheet as detailed above. provide a link to the videos in place of written responses, and **all materials listed in the Submission Materials section below** then mail/drop-off this to the address listed above.

SUBMISSION MATERIALS

- **Proposal**

A narrative statement describing the proposed installation, with descriptions of materials (material images optional). Applicants must choose either written or video format. **Writing submissions should be 750 words or less, video submissions must be under 5 minutes.** Submissions exceeding the maximum lengths cannot be reviewed.

- **Concept Images**

Minimum of **3**, not to exceed, **10** concept images or models (video alternative accepted). All images must be PDF or JPEG format. Video clips can be no longer than **3** minutes.

- **Proposed Budget**

All proposals must include a proposed budget for the project. In the FAQ section we have provided an example of a budget format for applicants to follow. Applicants should copy this format to submit your budget.

- **Previous Work**

Up to **5** images of previous work or projects completed by the Artist/Artist team (PDF/JPEG format).

- **Artist/Team Materials**

Brief bio(s) along with a description of prior experiences that you feel will contribute to your success with designing, fabricating and installing this work. Applicants must choose either written or video format. **Written submissions should be 300 words or less, video submissions must be under 3 minutes.**

Select applicants may be asked for references.

SELECTION PROCESS

The GBPAC will facilitate the review process, and create a selection committee. The selection committee will be composed of a diverse group of creators, arts administrators, City staff, and other professionals. The selection committee will read all applications and rank each according to how well they meet the criteria for selection.

The top-ranking application will be chosen to install their work.

Criteria for Selection Include

- **Artistic Merit:** High quality, meaningful, innovative, engaging, thoughtful, unusual use of space/materials, aesthetically rich.
- **Clarity of Proposal and Project:** The proposal states clearly what will be built, what kinds of materials will be utilized, general construction techniques, as well as how residents and visitors are intended to interact with the installation.
- **Achievability:** The proposal demonstrates that the Artist/Artist Team has a plan, knowledge of materials and methods, and that they have resources for learning and finding appropriate support to complete the project as needed.

Please note that the proposed work must be original and solely the work of the Artist(s).

FAQ'S

Can I get support or help in preparing my application?

Yes, City staff can provide support with preparing application materials such as budget, narrative, or concept representation. This support does not guarantee the applicant will be awarded funds. Please email laurasc@greenbaywi.gov or call 920-448-3142

Is there a format for me to follow when writing my budget?

Yes, we have a template for budgets that applicants should use to submit their budget. Please copy and fill out the budget template located at the end of the document.

Can I make a site visit and take photographs?

If you wish to make a site visit and meet with a City staff member, you must make an appointment. If you do not wish to meet with staff, you may visit the site anytime. Please email laurasc@greenbaywi.gov or call 920-448-3142 to schedule a site visit.

Photography is permitted of the architecture and environmental features.

I want to propose an idea but I've never built an installation before...is there someone I can work with to help bring my idea to life?

While we want to support all applicants and their development, we will be limited in the scope of mentoring we can provide in developing skill-sets needed to design and complete an installation. Please contact City staff to discuss your situation and we will determine if we can accommodate your request with available resources. Please email laurasc@greenbaywi.gov or call 920-448-3142.

FAQ'S CONTINUED

If a group of artists propose an installation does each artist receive a \$14,500 stipend and \$11,500 in materials?

No. A total stipend of \$14,500 and a materials budget of \$11,500 will be awarded to the group for their work. Fabrication, installation, and other costs will be covered in the materials budget.

How will the installation(s) be promoted, and who has the rights to share the work publicly?

The GBPAC will market the process and installation through our social media and public announcements.

The City of Green Bay, property owner(s), and the Artist(s) share and retain the rights to use images of the work and names, dates and details associated with the project.

The _____ owns the work upon completion. The Artist(s) hold copyright to the work.

Whenever work is represented publicly, including social media, all work must be mutually attributed to the Artist(s), GBPAC, City of Green Bay, and the Green Bay Redevelopment Authority.

What will happen to the work if it is a temporary installation (6 month minimum)?

Should the _____ choose to sell/remove the installation, the GBPAC retains the right of first refusal to purchase the copyright and the work.

Installations must be removed at the end of the designated period. Artist(s) will be responsible for the removal and transport of the installation.

I'm not an installation artist. What other opportunities are available to me in this project?

Artists who do not wish to propose an immersive installation may become involved with the GBPAC by working in any of the capacities listed below:

The GBPAC is continually seeking artists and makers for various public art opportunities.

City staff is exploring offering new arts programming. These programs may include activities run by artists and makers. If you have a teaching aspect to your practice, prior experience working with children or adults, or have an interactive creative demonstration, program, performance or lecture you would like to propose, contact the address below.

The GBPAC also works with local artists and arts organizations to fill City Hall 6th floor and the Mayor's office with artwork on a rotating basis to provide a creative environment while also offering local artists and makers a new venue with access to unique audiences. We are interested in sharing local artists work with our visitors. If you have artwork you would like to submit for consideration, please email the contact below.

Please email laurasc@greenbaywi.gov or call 920-448-3142 for further information.

BUDGET TEMPLATE

APPLICANT NAME/PROJECT TITLE: _____

PROPOSED BUDGET FOR ALLEYWAY TRANSFORMATION PROJECT

PROJECT INCOME Applicants may attach budget details IN ADDITION to this template.

Source	Amount	Confirmed/Projected

Total Project Income

TOTAL INCOME	
--------------	--

(Please indicate via checkbox below if grant funds will be used for the expense listed.)

PROJECT EXPENSES

Supplies/Materials	Amount	Check Off
TOTAL		

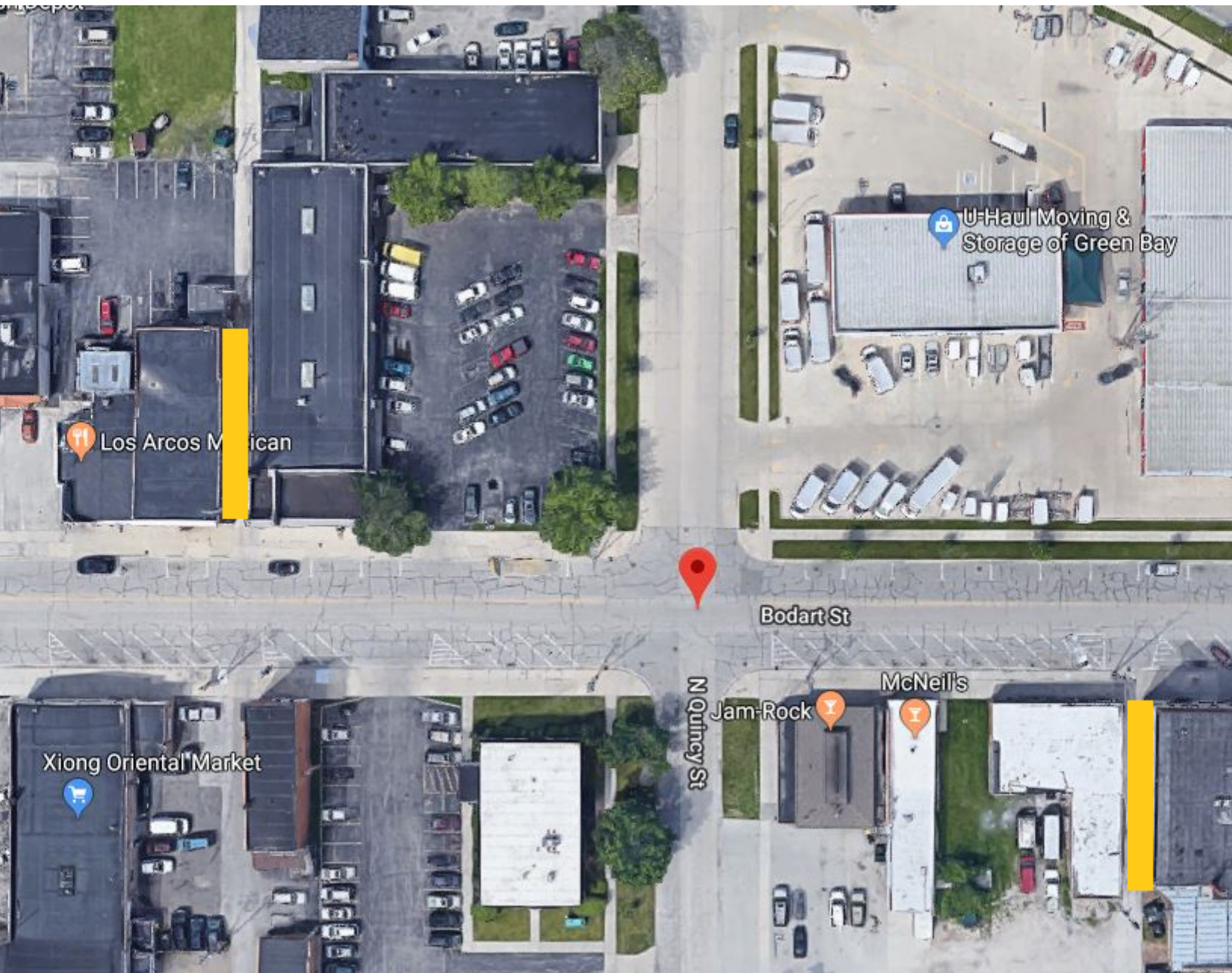
Services/Fees/Rentals	Amount	Check Off
TOTAL		

Honorary/Personnel	Amount	Check Off
TOTAL		

Other Expenses	Amount	Check Off
TOTAL		

Total Expenses must equal Total Income

TOTAL EXPENSES	
----------------	--



U-Haul Moving & Storage of Green Bay

Los Arcos Mexican

Xiong Oriental Market

Bodart St

N Quincy St

Jam-Rock

McNeill's



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # Q.I.

To remove the 2-WAY YIELD condition on West Main Street Frontage Road at Auto Plaza Way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # Q.2.

To establish a 2-WAY STOP condition on West Main Street Frontage Road at Auto Plaza Way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # Q.3.

To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the west side of Van Buren Street from Walnut Street to Cherry Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # Q.4.

To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Van Buren Street from Cherry Street to Pine Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # Q.5.

To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the both sides of Van Buren Street from Pine Street to Main Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # Q.6.

To establish a 3-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the west side of Van Buren Street from Walnut Street to Cherry Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # Q.7.

To establish a 3-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Van Buren Street from Cherry Street to Pine Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # Q.8.

To establish a 3-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the both sides of Van Buren Street from Pine Street to Main Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # Q.9.

To remove the 15 MINUTE LOADING ZONE 8 AM TO 5 PM MONDAY THROUGH FRIDAY on the east side of South Broadway from a point 60 feet north of Prospect Place to a point 110 feet north of Prospect Place.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # Q.10.

To establish a I-WAY YIELD condition on Lafayette Drive at Candle Way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

**RESOLUTION AUTHORIZING THE GREEN BAY PLAN COMMISSION TO HOLD
PUBLIC HEARINGS ON PROPOSED CHANGES TO THE CITY OF GREEN BAY
ZONING REGULATIONS
(PP 20-01)**

February 4, 2020

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, Section 62.23(7)(d), Wis. Stats., requires the City of Green Bay to hold public hearings on proposed changes to the City's zoning regulations; and

WHEREAS, that statute permits the Common Council to authorize the Green Bay Plan Commission to hold such public hearings on proposed text amendments, zone changes (including planned use developments), and conditional use permits; and

WHEREAS, the Plan Commission currently hears a presentation from staff regarding the proposed change, provides the public an opportunity to speak about the proposal, and then discusses the proposal as a Commission and makes a recommendation to the Common Council for action on the item; and

WHEREAS, holding public hearings at the same Plan Commission meeting as the staff presentation, comments from interested parties, and Commission discussion and recommendation provides increased transparency into the zoning amendment process, affords constituents the opportunity to receive all relevant information at one time, and provides an opportunity for immediate public comment; and

WHEREAS, holding public hearings at Plan Commission meetings, rather than Common Council meetings, would make the process for approval of changes to the City's zoning regulations more efficient by reducing the overall time between the initial Plan Commission meeting on the proposal and final Council action on the Plan Commission's recommendation; and

WHEREAS, moving the public hearing portion of the zoning amendment process to the Plan Commission does not affect the Common Council's position as the final authority over zoning changes, since Council will still need to vote on whether to approve the Plan Commission's recommendations;

NOW, THEREFORE, BE IT RESOLVED that, as authorized under § 62.23(7)(d), Wis. Stats., the Common Council hereby officially exercises its option to permit the Plan Commission to hold public hearings on proposed changes to the City of Green Bay's zoning regulations, in the form of text amendments, zone changes (including planned use developments), and conditional use permits.

Adopted _____

Approved _____

Mayor

Clerk

LJM

Difference in Timeline for CUP's

Current CUP Process	New Plan Commission / Council Schedule
Application	Feb. 3
Potential Neighborhood Meeting	Feb.3 - Feb. 23
Neighbor Notification by Mail	Feb. 14
Plan Commission Meeting	Feb. 24
Plan Commission Report to Council	March 3
Publish Public Notice #1	March 18
Publish Public Notice #2	March 25
Council Public Hearing & Action	April 1

Proposed CUP Process	New Plan Commission / Council Schedule
Application	Feb. 3
Potential Neighborhood Meeting	Feb.3 - Feb. 23
Publish Public Notice #1	Feb. 10
Neighbor Notification by Mail	Feb. 14
Publish Public Notice #2	Feb. 17
Plan Commission Meeting & Public Hearing	Feb. 24
Plan Commission Report to Council and Action	March 3

**RESOLUTION REGARDING VACATION
OF PORTIONS OF PUBLIC RIGHT-OF-WAY,
ACME STREET AND LAWRENCE STREET
(SV 20-01)**

February 4, 2020

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of portions of right-of-way, Acme Street and Lawrence Street, as depicted on the attached map, legal description, and exhibits; and

WHEREAS, the public interest may require that the aforesaid street be abandoned, vacated, and discontinued; and

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance subject to the following conditions:

- a. A closure agreement is required for both Acme Street and Lawrence Street detailing maintenance of and access to this right-of-way.
- b. Access to parcel 21-2267 must be allowed and detailed in the closure agreement for Acme Street.
- c. Access to parcel 21-2263-6 must be allowed and detailed in the closure agreement for Lawrence Street.
- d. Proof of ownership of parcel 21-2263-5 is required prior to execution of the vacation or closure. If proof is not provided, access to this parcel must be allowed and detailed in the closure agreement for Lawrence Street. The vacation will be denied if proof of ownership is not provided.
- e. Proof of ownership of parcel 21-2263-4 is required prior to execution of the vacation. The vacation will be denied if proof of ownership is not provided.
- f. AT&T shall be granted easements for all existing facilities.
- g. Sanitary Sewer within Acme Street becomes privately owned and maintained (as is, where is) to the sanitary manhole within University Avenue.
- h. Storm Sewer within Acme Street from the storm manhole within University Avenue and includes all the storm sewer within Parcel 21-1200 to the existing manhole within the Henry Street / Basten Street intersection to become Privately owned and maintained (as is, where is).
- i. To allow storm water from University Avenue and Parcels 21-2267 and 21-2013 to be collected, connected to and flow through the storm sewer within proposed Vacated and Closed Acme Street described in #2 above.
- j. Allow uninterrupted ingress and egress across "Closed" portion of Acme Street to parcel number 21-2267.
- k. Owner of adjacent parcel 21-2100 (Green Bay Dressed Beef, LLC) to be responsible for all costs to maintain the Vacated and Closed Acme Street,

including but not limited to curb & gutter repair, pavement repair and snow removal.

- l. Sanitary Sewer within Lawrence Street becomes privately owned and maintained (as is, where is) to the sanitary manhole within University Avenue.
- m. Storm Sewer within Lawrence Street from the storm manhole within University Avenue to the intersection storm manhole that receives the storm water/sewer from Acme Street to become Privately owned and maintained (as is, where is).
- n. To allow the storm water from University Avenue and Parcel 21-2263-6 to be collected, connected to and flow through the storm sewer within proposed Vacated and Closed Lawrence Street.
- o. Owner of adjacent parcel 21-2100 (Green Bay Dressed Beef, LLC) shall maintain an adequately sized storm sewer system, not less than what is present at the time of the proposed Vacation and Closure of Acme Street and Lawrence Street that will provide storm sewer service to prevent street flooding no worse than what is presently observed.
- p. Owner of adjacent parcel 21-2100 shall work with the Department of Public works to provide a clear route through the property from Acme Street to Henry Street such that an appropriately sized storm sewer could be constructed in the future. This shall be agreed upon prior to approval of a site plan.
- q. Allow uninterrupted ingress and egress across "Closed" portion of Lawrence Street to parcel number 21-2263-6.
- r. Owner of adjacent parcel 21-2100 (Green Bay Dressed Beef, LLC) to be responsible for all costs to maintain the Vacated and Closed Lawrence Street, including but not limited to curb & gutter repair, pavement repair and snow removal.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that portions of right-of-way, Acme Street and Lawrence Street, be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on April 1, 2020, at 6:00 p.m. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the portion of the street sought to be abandoned, vacated, and discontinued at least 30 days before such hearing, and that notice of such hearing be published in the official newspaper of the City of Green Bay once a week for three successive weeks before the date of hearing.

BE IT FURTHER RESOLVED that the City Attorney, upon adoption of this resolution, cause a lis pendens to be prepared and filed with the Register of Deeds for Brown County, Wisconsin, pursuant to §840.11, Wis. Stats.

Adopted _____

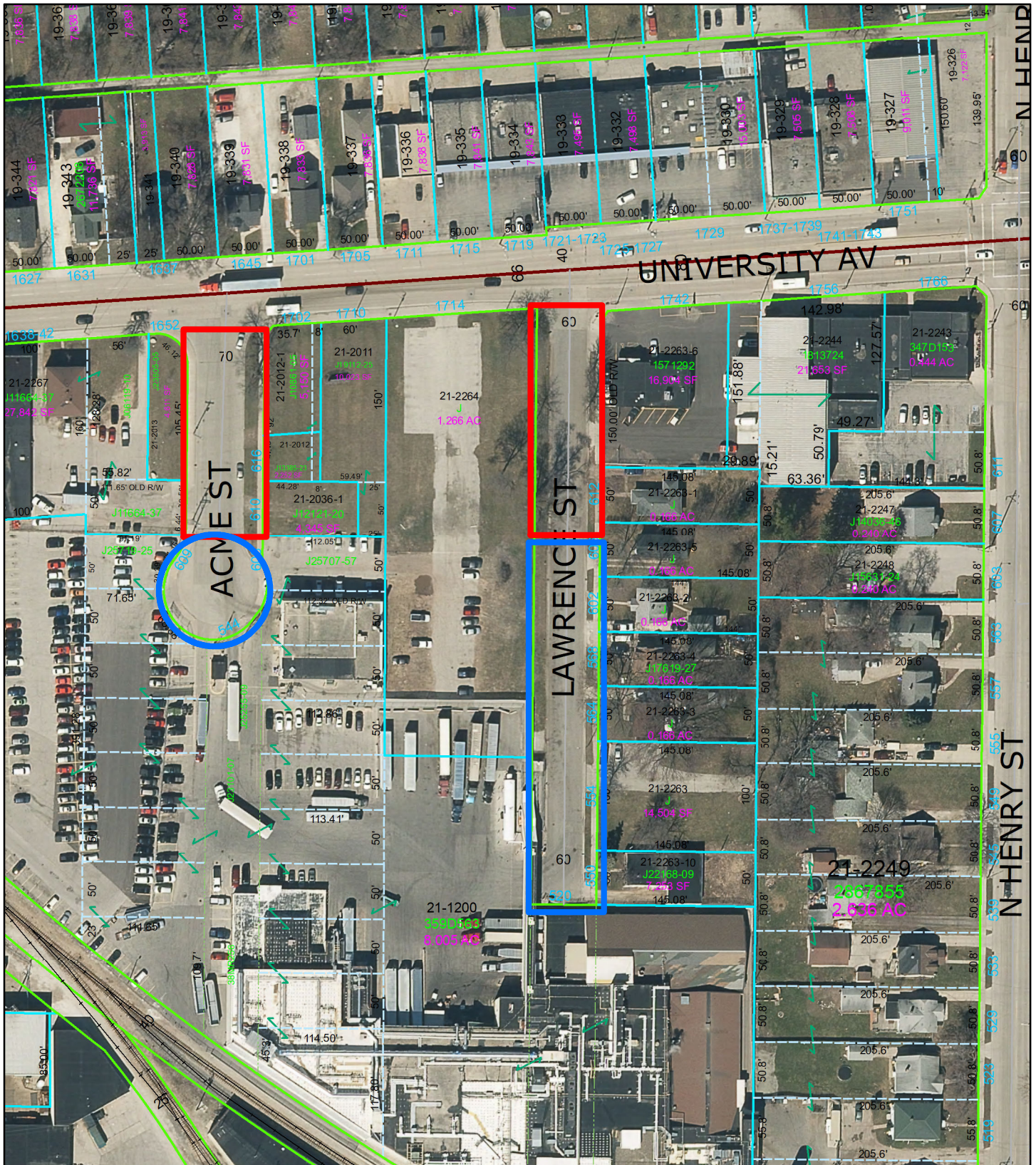
Approved _____

Mayor

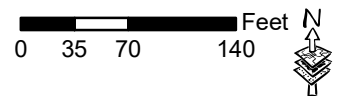
Clerk

SJH

Attachments (map, legal description, and vacation exhibits)



SV 20-01 Closure and Vacation of Acme Street & Lawrence Street



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 1.15.20 15 Jan 2020 X:\Planning\Basemaps\template_8.5x11.mxd

- Closure Area
- Vacation Area

EXHIBIT A

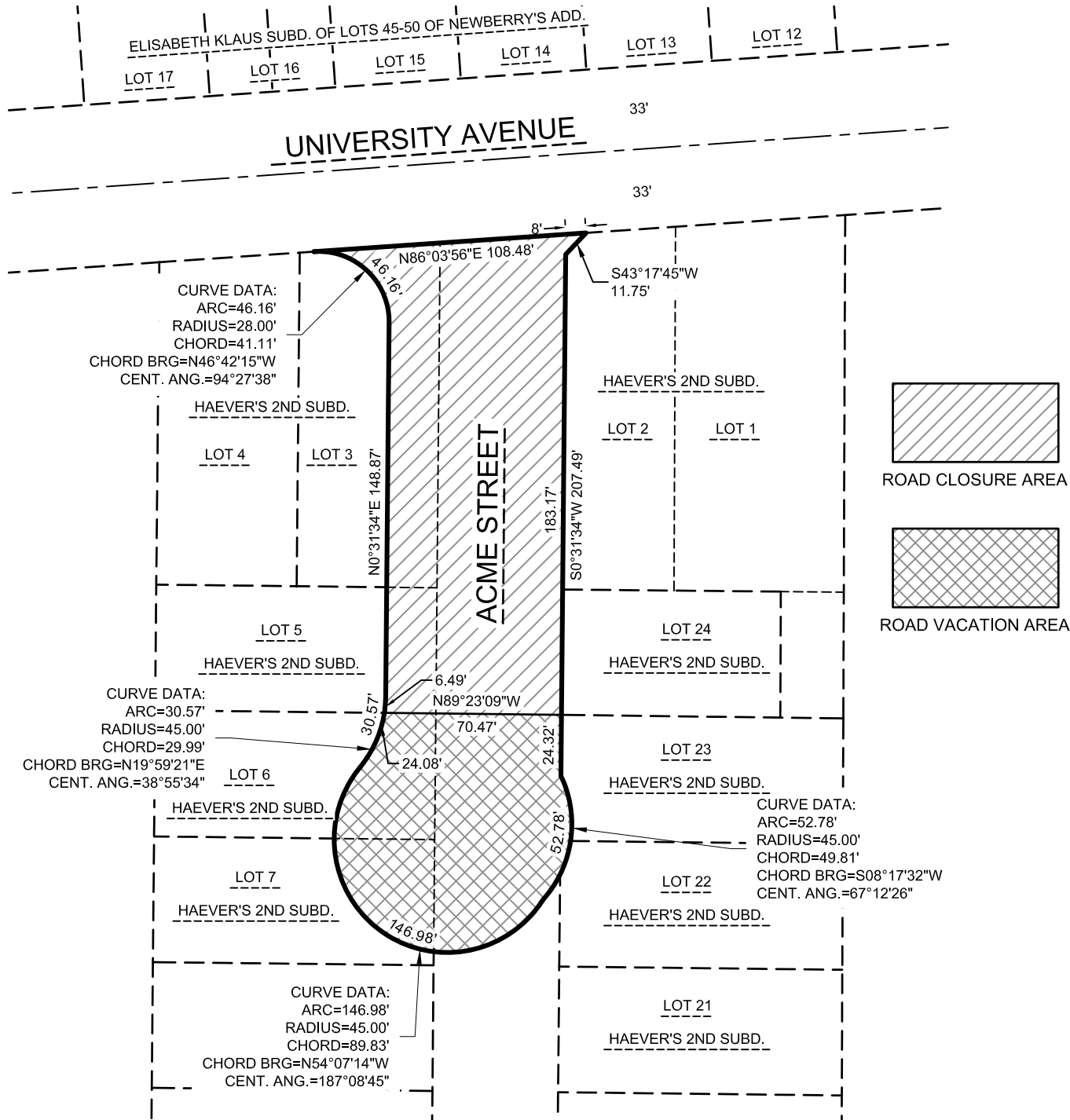


THIS MAP IS BASED ON
THE CURRENT COUNTY
COORDINATE SYSTEM
OF RECORD.

PART OF LOT 88 OF SUBDIVISION NO. 1 OF NEWBERRY'S ADDITION TO THE
CITY OF GREEN BAY AND PART OF LOTS 3, 5, 6, 7, 22 AND 23 OF HAEVER'S
SECOND SUBDIVISION, CITY OF GREEN BAY, BROWN COUNTY WISCONSIN



GRAPHIC SCALE



MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL

2260 Salschelder Court Green Bay, WI
54313 PH: 920-569-5765; Fax: 920-569-5767
www.mach-iv.com

CLIENT: AMERICAN FOODS GROUP

DRAFTED BY: RJO
TAX PARCEL NO.: 21-1200

SCALE:

1"=60'

SHEET: 1 OF 1

PROJECT NO. 0438-02-18

DRAWING NO.

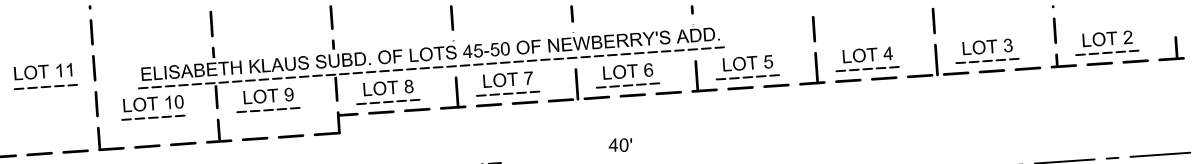


EXHIBIT B

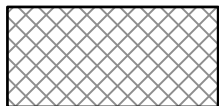
PART OF LOT 86 OF SUBDIVISION NO. 1 OF
NEWBERRY'S ADDITION,, CITY OF GREEN BAY,
BROWN COUNTY WISCONSIN



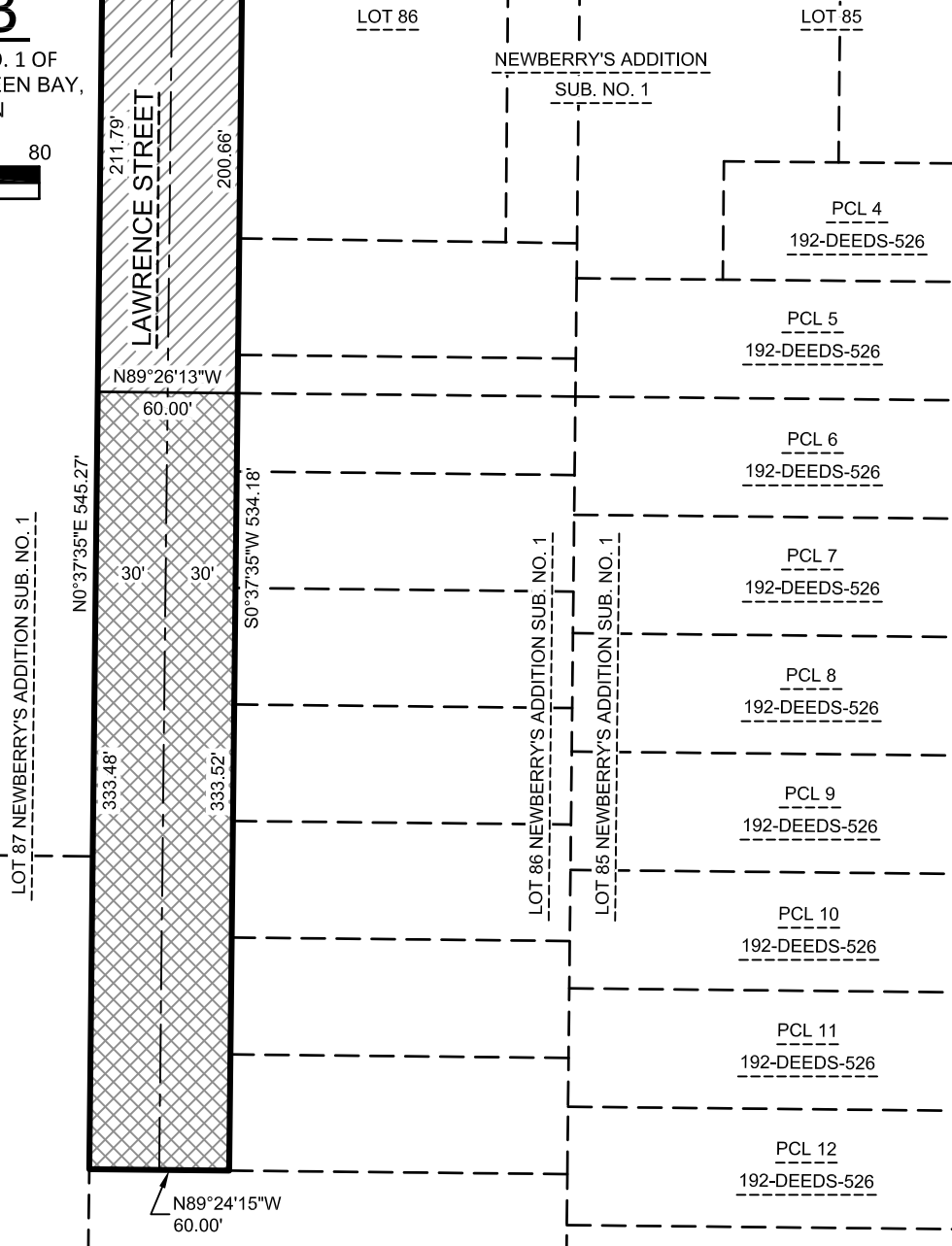
THIS MAP IS BASED ON
THE CURRENT COUNTY
COORDINATE SYSTEM
OF RECORD.



ROAD CLOSURE AREA



ROAD VACATION AREA



MACHIV
ENGINEERING • SURVEYING • ENVIRONMENTAL

2260 Salschelder Court Green Bay, WI
54313 PH: 920-569-5765; Fax: 920-569-5767
www.machiv.com

CLIENT: AMERICAN FOODS GROUP

DRAFTED BY: RJO
TAX PARCEL NO.: 21-1200

SCALE:

1"=80'

SHEET: 1 OF 1

PROJECT NO. 0438-02-18

DRAWING NO.

PART OF ACME STREET TO BE CLOSED

PART OF ACME STREET BEING PART OF LOT 88 OF SUBDIVISION NO. 1 OF NEWBERRY'S ADDITION TO THE CITY OF GREEN BAY AND PART OF LOTS 3 AND 5 OF HAEVER'S SECOND SUBDIVISION, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH 33 FOOT RIGHT OF WAY OF UNIVERSITY STREET AND EIGHT FEET EAST OF THE EAST RIGHT OF WAY OF ACME STREET; THENCE S43°17'45"W, 11.75 FEET; THENCE S00°31'34"W, 183.17 FEET ALONG THE EAST RIGHT OF WAY OF ACME STREET; THENCE N89°23'09"W, 70.47 FEET TO THE WEST RIGHT OF WAY OF SAID ACME STREET; THENCE 6.49 FEET ALONG SAID RIGHT OF WAY BEING THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N04°39'27"E, 6.48 FEET; THENCE N00°31'34"E, 148.87 FEET ALONG SAID RIGHT OF WAY; THENCE 46.16 FEET ALONG SAID RIGHT OF WAY BEING THE ARC OF A 28.00 FOOT RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N46°42'15"W, 41.11 FEET; THENCE N86°03'56"E, 108.48 FEET TO THE POINT OF BEGINNING.

AREA TO BE CLOSED CONTAINS 13,421 SQUARE FEET / 0.31 ACRES, MORE OR LESS.
AREA SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PART OF ACME STREET TO BE VACATED

PART OF ACME STREET BEING PART OF LOT 88 OF SUBDIVISION NO. 1 OF NEWBERRY'S ADDITION TO THE CITY OF GREEN BAY AND PART OF LOTS 6, 7, 22 AND 23 OF HAEVER'S SECOND SUBDIVISION, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 24 OF HAEVER'S SECOND SUBDIVISION; THENCE S00°31'34"W, 24.32 FEET ALONG THE EAST RIGHT OF WAY OF SAID ACME STREET; THENCE 52.78 FEET ALONG SAID RIGHT OF WAY BEING THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS S08°17'32"W, 49.81 FEET; THENCE 146.98 FEET ALONG SAID RIGHT OF WAY BEING THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS N54°07'14"W, 89.83 FEET; THENCE 24.08 FEET ALONG SAID RIGHT OF WAY BEING THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N24°07'14"E, 23.80 FEET; THENCE S89°23'09"E, 70.47 FEET TO THE POINT OF BEGINNING.

AREA TO BE VACATED CONTAINS 7,386 SQUARE FEET/0.17 ACRES, MORE OR LESS.
AREA SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PART OF LAWRENCE STREET TO BE CLOSED

PART OF LAWRENCE STREET LOCATED IN PART OF LOT 86 OF SUBDIVISION NO. 1 OF NEWBERRY'S ADDITION, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH 33 FOOT RIGHT OF WAY OF UNIVERSITY STREET AND THE WEST 30 FOOT RIGHT OF WAY OF LAWRENCE STREET; THENCE N86°03'56"E, 30.10 FEET ALONG THE EASTERLY EXTENSION OF SAID UNIVERSITY STREET TO THE CENTERLINE OF LAWRENCE STREET; THENCE S00°37'35"W, 7.89 FEET ALONG SAID CENTERLINE; THENCE N85°59'05"E, 35.10 FEET TO A POINT ON THE SOUTH 40 FOOT RIGHT OF WAY OF UNIVERSITY STREET; THENCE S31°17'34"W, 9.77 FEET TO THE EAST RIGHT OF WAY OF SAID LAWRENCE STREET; THENCE S00°37'35"W, 200.66 FEET ALONG SAID RIGHT OF WAY; THENCE N89°26'13"W, 60.00 FEET TO THE WEST RIGHT OF WAY OF SAID LAWRENCE STREET; THENCE N00°37'35"E, 211.79 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

AREA TO BE CLOSED CONTAINS 12,633 SQUARE FEET/ 0.29 ACRES.
AREA SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PART OF LAWRENCE STREET TO BE VACATED

PART OF LAWRENCE STREET LOCATED IN PART OF LOT 86 OF SUBDIVISION NO. 1 OF NEWBERRY'S ADDITION, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH 33 FOOT RIGHT OF WAY OF UNIVERSITY STREET AND THE WEST 30 FOOT RIGHT OF WAY OF LAWRENCE STREET; THENCE S00°37'35"W, 211.79 FEET ALONG THE WEST RIGHT OF WAY OF SAID LAWRENCE STREET TO THE POINT OF BEGINNING; THENCE S89°26'13"E, 60.00 FEET TO THE EAST RIGHT OF WAY OF SAID LAWRENCE STREET; THENCE S00°37'35"W, 333.52 FEET ALONG SAID RIGHT OF WAY; THENCE N89°24'15"W, 60.00 FEET ALONG THAT PORTION OF LAWRENCE STREET AS VACATED IN JACKET 134, IMAGE 30, BROWN COUNTY RECORDS; THENCE N00°37'35"E, 333.48 FEET ALONG THE WEST RIGHT OF WAY OF SAID LAWRENCE STREET TO THE POINT OF BEGINNING.

AREA TO BE VACATED CONTAINS 20,010 SQUARE FEET/ 0.46 ACRES, MORE OR LESS.
AREA SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FINAL PAYMENTS RESOLUTION
February 4, 2020

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

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. PARKS PROJECT 1-17 (FOX RIVER TRAIL)
DE GROOT, INC.

TOTAL AMOUNT EARNED:	\$ 398,204.20
LESS AMOUNT RETAINED:	\$ <u>0.00</u>
	\$ 398,204.20
LESS AMOUNT PREVIOUSLY PAID:	\$ <u>381,580.03</u>
AMOUNT DUE THIS ESTIMATE:	\$ 16,624.17

ACCOUNT NUMBERS

410600-53001-99504: \$16,624.17

PO #1700121

Adopted _____, 2020

Approved _____, 2020

Mayor

ATTEST:

City Clerk

SEF

**FINAL RESOLUTION AUTHORIZING
WATER MAIN AND/OR WATER SERVICES
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
February 4, 2020**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing in the City Hall at 6:00 p.m. on the 29th day of January, 2020 for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the General Manager of the Water Utility on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

HILLCREST DRIVE – West Point Road to Renaissance Lane

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the General Manager of the Water Utility pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Services Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the General Manager of the Water Utility as approved and authorized by the appropriate committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the General Manager of the Water Utility.
4. That the assessments shown on and confirmed by the Report of the General Manager of the Water Utility as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That the special assessments that were not required to be prepaid and were not paid in cash within thirty (30) days of the date of billing shall be payable in five (5) annual installments with interest thereon at the rate of three and seventy-seven hundredths percent (3.77%) per annum.
6. That the special assessments that were required to be prepaid and were not deposited with the City prior to the awarding of the contract shall be payable to the City of Green Bay within thirty (30) days of the date of billing or they will be placed on the current tax roll as a lien against the property.

7. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.
8. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2020

Approved _____, 2020

Mayor

ATTEST:

City Clerk

**FINAL RESOLUTION AUTHORIZING
CONCRETE PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
February 4, 2020**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at the City Hall at 6:00 p.m. on the 29th day of January, 2020, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

GRAY STREET – Mather Street to Velp Avenue

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Services Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of three and seventy-seven hundredths percent (3.77%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2020

Approved _____, 2020

Mayor

ATTEST:

City Clerk

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
February 4, 2020**

ASPHALT RESURFACING

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

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT RESURFACING on said streets:

Coppens Road – Columbia Avenue to cul-de-sac north

2. Said public improvement shall include placing of a hot mix ASPHALT surface over the existing street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at three and seventy-seven hundredths percent (3.77%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Services Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2020

Approved _____, 2020

Mayor

ATTEST:

City Clerk

**RESOLUTION AUTHORIZING
TRANSFER OF FUNDS**

February 4, 2020

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

January 28, 2020, the following 2020 transfer of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	101503 59940 Transfer out – Capital Fund	\$35,200
To:	427503 49210 Transfer in – General Fund	\$35,200

Adopted _____

Approved _____

Mayor

Clerk



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

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # S.I.

General Ordinance 01-20

An ordinance to repeal and recreate chapter 17, GBMC, relating to electrical code.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 01-20 - Repeal Recreate Ch 17 - Electrical Code

GENERAL ORDINANCE NO. 01-20

AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 17, GREEN BAY MUNICIPAL CODE, RELATING TO ELECTRICAL CODE

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

SECTION 1. Chapter 17, Green Bay Municipal Code, is hereby repealed and recreated as follows:

SUBCHAPTER I: LICENSURE

17.01 **LICENSE OR REGISTRATION REQUIRED.** No person may install, repair, or maintain electrical wiring or engage in the business of installing, repairing, or maintaining electrical wiring, except as allowed pursuant to § 101.862, Wis. Stats., and this Code.

17.02 **LICENSURE EXEMPTIONS.**

(1) Homeowner. Notwithstanding § 101.862(4)(a), Wis. Stats., a residential property owner may only install, repair, or maintain electrical wiring on premises that he or she owns and occupies as a residence without a license if all of the following apply:

- (a) The homeowner is reasonably knowledgeable of such work as determined by an electrical inspector;
- (b) The homeowner discusses the construction procedures and plans with the electrical inspector;
- (c) The premises is a one-family dwelling;
- (d) The homeowner signs the permit and accepts all responsibility for work performed; and
- (e) The homeowner does not perform any work on service entrance equipment.

17.03 **PROOF OF CREDENTIALS.** The City of Green Bay has the right to verify the licensure of all persons performing electrical work.

17.04 – Reserved.

SUBCHAPTER II: ELECTRICAL CODE REGULATIONS

17.05 **ADOPTION BY REFERENCE.** Pursuant to authority granted by SPS § 316.004(2), Wis. Admin. Code, the City hereby adopts in its entirety SPS Ch. 316, Wis. Admin. Code, as it may be amended from time to time, as though fully set forth herein.

17.06 EXISTING SERVICES. If any component of the electrical service, from the service point to the load side of the service disconnect, is repaired or replaced, grounding and bonding is required by the City to the same extent required by SPS § 316.250, Wis. Admin. Code, as amended from time to time.

SUBCHAPTER III: CODE ENFORCEMENT

17.07 REINSPECTION FEES.

- (1) Definition. “Re-inspection Fee” means a special charge that may be assessed against a property owner by the City in order to defray the cost of exercising jurisdiction over electrical wiring and of conducting inspections of electrical wiring within the City.
- (2) When assessed. An inspector may assess a Re-inspection Fee if a property is not available to be inspected at the time of a scheduled inspection and/or if the following conditions are met:
 - (a) The inspector has found that the owner’s parcel is not in compliance with a provision of this Code;
 - (b) The inspector has informed the property owner of the changes necessary to gain compliance; and
 - (c) Upon subsequent inspection, the inspector finds that the same Code violation persists.
- (3) Fees charged. Each Re-inspection Fee shall be \$50.00. A separate Re-inspection Fee may be assessed each time the conditions under subsection (2) exist.

17.08 ELECTRICAL INSPECTORS.

- (1) Jurisdiction. Electrical inspectors shall exercise jurisdiction over inspection of the installation, alteration, repair, servicing, or maintenance of electrical wiring in all public or private buildings, including places of employment, within the City of Green Bay city limits.
 - (2) Authority. Electrical inspectors shall ensure all work performed within their jurisdiction complies with this Code.
 - (3) Duties. Electrical inspectors may issue permits and shall maintain records of permits issued to contractors and homeowners, along with any fees received for such permits.
- 17.09 PERMITS. No person may install, repair, alter, service, or maintain electrical wiring without first obtaining a permit under this subsection. The Common Council shall determine the amount of any fees associated with obtaining such a permit. The permit fee amount shall double if the permit is issued after work has commenced.

17.10 INSPECTION STAGES. During the process of performing electrical work, the person performing such work shall ensure the following inspections occur, when required by the electrical inspector:

- (1) Rough. An inspection before any electrical wiring is hidden from view.
- (2) Service. An inspection of the service equipment and grounding electrode system prior to energizing.
- (3) Final. An inspection after all work has been completed and wiring concealed.

17.11 COMPLIANCE WITH CODE. Electrical inspectors may utilize any lawful means to gain compliance with this Code, including, but not limited to:

- (1) Inspecting electrical wiring.
- (2) Withholding electrical permits.
- (3) Issuing orders to correct violations.
- (4) Assessing Re-inspection Fees.
- (5) Denying/removing the connection of power to equipment.
- (6) Issuing citations or complaints for violations.
- (7) Condemning a building that is not safe for human habitation.

17.12 PENALTIES. Any person who violates this Code or any rule found herein shall forfeit to the City not less than \$25.00 nor more than \$500.00 for each violation. Each day of violation constitutes 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 _____, 2020.

APPROVED:

Mayor

ATTEST:

Clerk

LJM

2/4/2020

ZONING ORDINANCE NO. 01-20

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT
FOR BUILDING SIGNAGE AT 1601-1603 N QUINCY STREET
(ZP 20-01)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property:

Legal Description: THAT PART OF PC 1 ESFR DESC IN 280 D 184 & IN 372 D 97- 99 & IN J00396-09.

Tax Parcel: 20-684-A (1601-1603 N Quincy)

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

A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to assist in facilitating the development of Green Bay Packaging's mill expansion at 1601 Quincy Street.

B. Definitions.

1. Building Façade: The entire area of a building facade or building "side", extending from the eave line, roof or parapet to the ground from one corner of the building to another.
2. Sign Area: The entire face of a sign, including the advertising surface and any framing, trim, or molding. If the sign is composed of individual letters or symbols using the wall, awning, canopy, or window as the background with no added decoration, the sign area shall be calculated by measuring the area within a single continuous perimeter parallelogram that encloses the extreme limits of the message.

C. Free-Standing Signage. All ground-mounted or free-standing signage shall be regulated as the General Industrial (GI) District as set forth in Chapter 13-2000 Green Bay Zoning Code.

D. Signage Attached to Building. All signage attached to a building including wall signs, projecting signs, awning/canopy/marquee signs, and window signs shall

be regulated as the General Industrial (GI) District as set forth in Chapter 13-2000 Green Bay Zoning Code with the following alteration:

1. Sign Area. Due to the vast size and scale of the mill complex as well as its location in relation to the public right-of way, up to five percent (5%) of any principal building's façade may be utilized for on-premise advertising or identification.
 - a. Window signs shall not exceed 50% of the window area.
 2. Sign Location. Signage may be located on any portion of any building façade but may not extend above its corresponding facade roofline.
- E. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

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

All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

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

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

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

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

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

Dated at Green Bay, Wisconsin, this _____ day of _____, 2020.

APPROVED:

Mayor

ATTEST:

Clerk

Attachments:

DRAFT





Report to the Green Bay Plan Commission

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # T.2.

Planning Ordinance No. 01-20

An ordinance amending the official map of the City of Green Bay by closing portions of Acme Street and Lawrence Street to Public Traffic.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. PO 01-20- Close Portions of Acme Street and Lawrence Street to Public Tr...

PLANNING ORDINANCE NO. 01-20

AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF GREEN BAY BY CLOSING PORTIONS OF ACME STREET AND LAWRENCE STREET TO PUBLIC TRAFFIC

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

SECTION 1. Pursuant to Wis. Stat. § 62.23 (6)(c), the Official Map of the City of Green Bay, as created by Section 12.02, Green Bay Municipal Code, is hereby amended by closing to public traffic portions of Acme Street and Lawrence Street. Said proposed street closure is depicted on a map and exhibits attached hereto and made a part of this ordinance as though fully set forth herein.

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

- a. A closure agreement is required for both Acme Street and Lawrence Street detailing maintenance of and access to this right-of-way.
- b. Access to parcel 21-2267 must be allowed and detailed in the closure agreement for Acme Street.
- c. Access to parcel 21-2263-6 must be allowed and detailed in the closure agreement for Lawrence Street.
- d. Proof of ownership of parcel 21-2263-5 is required prior to execution of the vacation or closure. If proof is not provided, access to this parcel must be allowed and detailed in the closure agreement for Lawrence Street. The vacation will be denied if proof of ownership is not provided.
- e. Proof of ownership of parcel 21-2263-4 is required prior to execution of the vacation. The vacation will be denied if proof of ownership is not provided.
- f. AT&T shall be granted easements for all existing facilities.
- g. Sanitary Sewer within Acme Street becomes privately owned and maintained (as is, where is) to the sanitary manhole within University Avenue.
- h. Storm Sewer within Acme Street from the storm manhole within University Avenue and includes all the storm sewer within Parcel 21-1200 to the existing manhole within the Henry Street / Basten Street intersection to become Privately owned and maintained (as is, where is).
- i. To allow storm water from University Avenue and Parcels 21-2267 and 21-2013 to be collected, connected to and flow through

- the storm sewer within proposed Vacated and Closed Acme Street described in #2 above.
- j. Allow uninterrupted ingress and egress across "Closed" portion of Acme Street to parcel number 21-2267.
 - k. Owner of adjacent parcel 21-2100 (Green Bay Dressed Beef, LLC) to be responsible for all costs to maintain the Vacated and Closed Acme Street, including but not limited to curb & gutter repair, pavement repair and snow removal.
 - l. Sanitary Sewer within Lawrence Street becomes privately owned and maintained (as is, where is) to the sanitary manhole within University Avenue.
 - m. Storm Sewer within Lawrence Street from the storm manhole within University Avenue to the intersection storm manhole that receives the storm water/sewer from Acme Street to become Privately owned and maintained (as is, where is).
 - n. To allow the storm water from University Avenue and Parcel 21-2263-6 to be collected, connected to and flow through the storm sewer within proposed Vacated and Closed Lawrence Street.
 - o. Owner of adjacent parcel 21-2100 (Green Bay Dressed Beef, LLC) shall maintain an adequately sized storm sewer system, not less than what is present at the time of the proposed Vacation and Closure of Acme Street and Lawrence Street that will provide storm sewer service to prevent street flooding no worse than what is presently observed.
 - p. Owner of adjacent parcel 21-2100 shall work with the Department of Public works to provide a clear route through the property from Acme Street to Henry Street such that an appropriately sized storm sewer could be constructed in the future. This shall be agreed upon prior to approval of a site plan.
 - q. Allow uninterrupted ingress and egress across "Closed" portion of Lawrence Street to parcel number 21-2263-6.
 - r. Owner of adjacent parcel 21-2100 (Green Bay Dressed Beef, LLC) to be responsible for all costs to maintain the Vacated and Closed Lawrence Street, including but not limited to curb & gutter repair, pavement repair and snow removal.

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

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 12.03, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2020.

APPROVED:

Mayor

ATTEST:

Clerk

SJH

Attachments (map, legal descriptions, and closure exhibits)



Report to the
Common Council
of the City of Green Bay

MEETING DATE

February 4, 2020

PREPARED BY

AGENDA ITEM # T.3.

General Ordinance No. 03-20

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. GO 03-20 - Amend 29.208 Parking Regulations

GENERAL ORDINANCE NO. 03-20

**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 2-WAY YIELD condition:

WEST MAIN STREET FRONTAGE ROAD, at Auto Plaza Way.

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended to establish the following 2-WAY STOP condition:

WEST MAIN STREET FRONTAGE ROAD, at Auto Plaza Way.

SECTION 3. Section 29.208, Green Bay Municipal Code, is hereby amended to remove the following 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone:

VAN BUREN STREET, west side, from Walnut Street to Cherry Street.

VAN BUREN STREET, east side, from Cherry Street to Pine Street.

VAN BUREN STREET, both sides, from Pine Street to Main Street.

SECTION 4. Section 29.208, Green Bay Municipal Code, is hereby amended to establish the following 3-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone:

VAN BUREN STREET, west side, from Walnut Street to Cherry Street.

VAN BUREN STREET, east side, from Cherry Street to Pine Street.

VAN BUREN STREET, both sides, from Pine Street to Main Street.

SECTION 5. Section 29.208, Green Bay Municipal Code, is hereby amended to remove the following 15 MINUTE LOADING ZONE 8 AM TO 5 PM MONDAY THROUGH FRIDAY zone:

SOUTH BROADWAY, east side, from a point 60 feet north of Prospect Place to a point 110 feet north of Prospect Place.

SECTION 6. Section 29.208, Green Bay Municipal Code, is hereby amended to establish the following 1-WAY YIELD condition:

LAFAYETTE DRIVE, at Candle Way.

Dated at Green Bay, Wisconsin this _____ day of _____, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

SEF