



AGENDA OF THE COMMON COUNCIL

TUESDAY, APRIL 21, 2020, 6:00 PM

Virtual Meeting

Public may also view at

www.youtube.com/CityOfGreenBay

A. Zoom Meeting Information.

- I. Please find the Zoom meeting information with instructions in the Agenda Packet.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

- I. The invocation will be led by Alder Bill Galvin, District 4

E. Alders Oath of Office.

F. Election of Common Council President.

G. Election of Common Council Vice President.

H. Approval of Minutes.

- I. Approval of the minutes of the April 1, 2020 and April 9, 2020 Common Council meetings.

I. Approval of the Agenda.

- I. Approval of the agenda for the April 21, 2020 Common Council meeting.

J. Report by the Mayor.

K. Report on April 7, 2020 Election.

L. Announcements.

M. Recognitions and Awards.

N. Appointments.

1. City Officials

Assessor Russ Schwandt
City Attorney Vanessa Chavez
City Clerk Kris Teske
Comptroller Diana Ellenbecker
Treasurer Pam Manley
Director of Parks, Recreation and Forestry Dan Ditscheit
Director of Public Works Steven Grenier
Director of Community and Economic Development Kevin Vonck

2. Appointment by the Public Works Director

Weed Commissioner

Josh Brassfield, 519 S. Oneida, Green Bay, 54303
Effective Dates: May 1, 2020 to April 30, 2022

3. Appointments by the Community and Economic Development Director

Building Inspector

Paul Van Calster--Effective May 1, 2020 to April 30, 2022

Zoning Administrator

Paul Neumeyer--Effective May 1, 2020 to April 30, 2022

City Sealer

Jason Stubble

O. Report of the Redevelopment Authority (April 14, 2020).

- 1. To approve First Amendment to Development Agreement 18-04 Whitney Park Townhomes: Phase IV with GB Real Estate Investments for a project at 827 Cherry St., 205 N. Van Buren St., 207 N. Van Buren St., 213 N. Van Buren St., 215 N. Van Buren St., 219 N. Van Buren St., and 212 N. Van Buren St. (Tax Parcels 10-71, 10-72, 10-72-A, 10-72-B, 10-72-C, 10-41, and 10-41-A), subject to minor legal and technical changes.**

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

- 2. To refer to staff with a focus on covering businesses falling through the cracks of other programs, and to bring back to the RDA as soon as possible, the communication from Ald. Johnson (District 9) on "Creation of an emergency relief fund to provide loans to assist small business owners with the impacts of coronavirus (COVID-19)."**

3. To award the "Abatement & Demolition Contract" RFP #3228 to BEST Enterprises, Inc. for three years with an option to extend the contract for an additional two year period.

P. Report of the Improvement & Services Committee (April 8, 2020).

1. To approve the request by Hyatt Equities, LLC to assign rights and interests in a Parking Agreement, dated October 15, 2012, and all subsequent modifications and amendments, to HR Current Owner, LLC, a wholly-owned subsidiary of Hyatt Equities, LLC.
2. To refer to staff the request by Ald. Dorff, due to great concern regarding the possibility/probability of extensive flooding to the homes and roads on the South Shore of the Bay of Green Bay due to the current height of the bay, to provide for a full report on the progress that has been made on obtaining funding to fix the dike on the south shore of the bay of Green Bay, a timeline on when work on the dike will begin, and how we can finance this work even if we are not able to obtain state and federal grants.
3. To hold the request by Ald. Nicholson for (1) review of the Department of Public Works completion date expectations with possible action, and (2) notification to the Brown County Home Builders Association about the meeting as Department of Public Works staff will be meeting with Brown County Home Builders Association on December 12, 2019.
4. To deny the request by Ald. Scannell for the City of Green Bay to adopt "No Mow May" to provide habitat for early season pollinating species and refer the item to the Sustainability Commission to develop a Pollinator Corridor program.
5. To approve the request of the Department of Public Works to award licenses for Concrete Sidewalk Builders, Tree and Brush Trimmers, and Underground Sprinkler Installers at a staff level and report out award of said licenses at the next regularly scheduled meeting of the Improvement & Services Committee for the duration of the declared emergency resulting from the COVID-19 pandemic.
6. To receive and place on file the 2019 Department of Public Works Annual Report.
7. To approve the request by Department of Public Works to temporarily suspend late fees and provide arrangements for payment plans for sanitary sewer bills for the duration of the declared emergency due to the COVID-19 pandemic, plus a period following the expiration of the declared emergency not to exceed 60 days, consistent with the actions taken by the Public Service Commission for their regulated utilities.
8. To approve the request by Brown County Drainage Board to adopt a new Intergovernmental Agreement for Surface Water Management for Drainage District No. 4.
9. To hold until the April 29, 2020 Improvement and Services Committee meeting the request by Wisconsin Department of Transportation to enter into a Lift Bridge Maintenance Agreement for the Ray Nitschke (Main Street) Memorial Bridge.
10. To approve the report of award of contract PAVEMENT 4-20 DOTY STREET RECONSTRUCTION to the low responsive bidder, Dorner, Inc., in the amount of \$3,751,956.86.

I I. To approve to award the following contracts:

A. PAVEMENT REPAIR - 2020 to the low responsive bidder, Fischer-Ulman Construction, Inc., in the amount of \$1,354,485.

B. SEWERS 2-20 (INCLUDING WATER MAIN)

Part A to the low responsive bidder, Peters Concrete Co., in the amount of \$1,147,602.95.

Part B to the low responsive bidder, Advance Construction, Inc., in the amount of \$889,849.20.

Part C to the low responsive bidder, Advance Construction, Inc., in the amount of \$866,320.50.

Q. Report of the Protection & Policy Committee (April 6, 2020).

1. To recommend Council waive the ordinance requirements for an outdoor licensed premise and to approve an application for a "Class B" Combination license by TNT Holdings LLC at 2511 W. Mason St. with a license premise description as "outdoor patio bar, storage room, walkin cooler, office, employee room, bar, sit-down area," (Currently licensed as Scoreboard Grille, LLC) Previously discussed at the March 23, 2020 meeting and referred back from the Common Council Meeting of April 1, 2020.
2. To receive and place on file the Liquor Violation Report from the Police Department for April 6, 2020.

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

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

S. Report of the Plan Commission (April 13, 2020).

1. To create a Planned Unit Development (PUD) for the American Foods/Green Bay Dressed Beef campus, 544 Acme Street, subject to the draft Planned Unit Development (PUD). (Public Hearing held 04/13/2020)
2. To rezone 420 Maryhill Drive from Low Density Residential (R1) to Public/Institutional (PI). (Public Hearing held on 04/13/2020)
3. To rezone areas of the 2900 Block of Sitka Street from Low-Density Residential (R-1) to Medium-Density Residential (R-2) and Conservancy District (CON). (Public Hearing held 04/13/2020)

T. Report of the Finance Committee (April 7, 2020).

1. To approve the request from the City Assessor's office to cancel certain property taxes. Resolution to cancel \$5,340.90.

2. To receive and place on file the report estimating \$60,000 in decreased revenue due to the liquor license reduction in response to the request by Ald. Johnson to provide detail regarding the fiscal impact of the resolution to reduce liquor licensing fees and provide recommendations on cost reductions equal to the loss of those revenues.
3. To receive and place on file a request to provide up to \$50,000 to be used for first responders, DPW workers and anyone else on the front lines that needs to interact with the public for safety gear and supplies to come from contingency account.
4. To receive and place on file the report of the Claims Committee.

U. Report of the Personnel Committee (April 7, 2020).

1. To approve as amended Chapter 23 FMLA, Section 2 to allow supplementing FFCRA leave time with accrued paid leave and to require documentation for childcare leave.
2. To approve as amended City Emergency Preparedness Plan for COVID-19.

V. Receive and Place on File.

1. The Municipal Court Report for March 2020.

W. Ordinances - First Reading.

1. Zoning Ordinance No. 04-20
An ordinance rezoning property located at 420 Maryhill Drive from Low Density Residential (R1) to Public Institutional (PI).
2. Zoning Ordinance No. 03-20
An ordinance rezoning property located in the 2900 Block of Sitka Street from Low Density Residential (R1) to Medium Density Residential (R2) District and Conservancy (CON) District.
3. Zoning Ordinance No. 05-20
An ordinance creating a planned unit development (PUD) overlay district for properties located at 544 Acme Street.

X. Committee of the Whole.

1. Discussion with possible action on the "Proclamation Extending the State of Emergency for the City of Green Bay COVID-19 Response."
2. Consideration with possible action on Green Bay Packaging Inc. Manufacturing Personal Property Assessments Appeal.

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

Y. Resolutions.

1. Resolution to cancel certain property taxes in the amount of \$5,340.90.
2. Resolution drawing final orders to contractors for April 21, 2020.

3. Resolution authorizing legal action regarding the Green Bay Packaging Inc. manufacturing personal property assessments appeal.

Z. Referral of Petitions & Communications.

AA. 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.

Virtual Meeting Instructions



Common Council for 4/21/2020

Zoom Meeting Information

Join Zoom Meeting

<https://zoom.us/j/92979722711>

Meeting ID: 929 7972 2711

Password: 029320

One tap mobile

+19292056099,,92979722711#,,#,029320# US (New York)

+13126266799,,92979722711#,,#,029320# US (Chicago)

Dial by your location

+1 929 205 6099 US (New York)

+1 312 626 6799 US (Chicago)

+1 301 715 8592 US

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US

Meeting ID: 929 7972 2711

Password: 029320

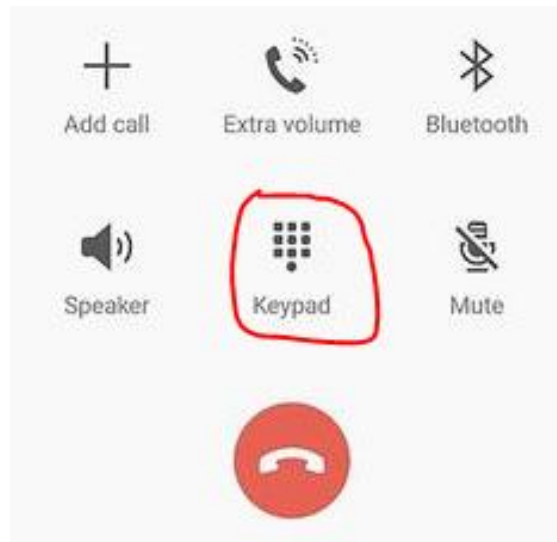
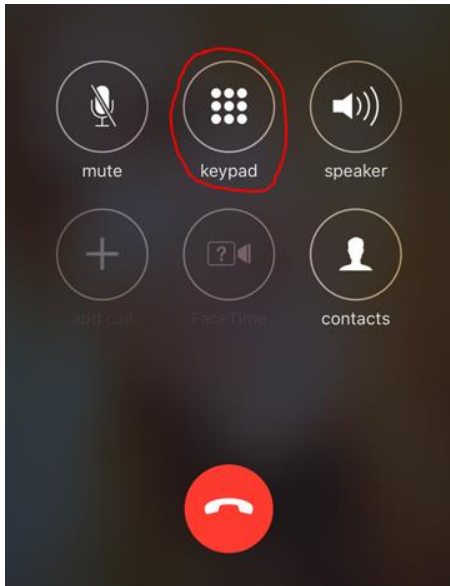
Find your local number: <https://zoom.us/u/adbdyTaAgU>

Additional Information

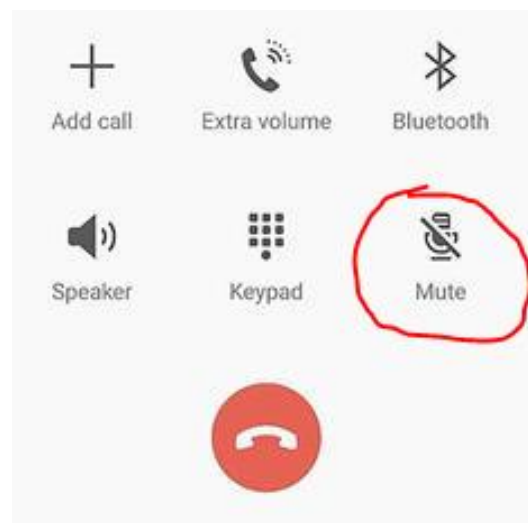
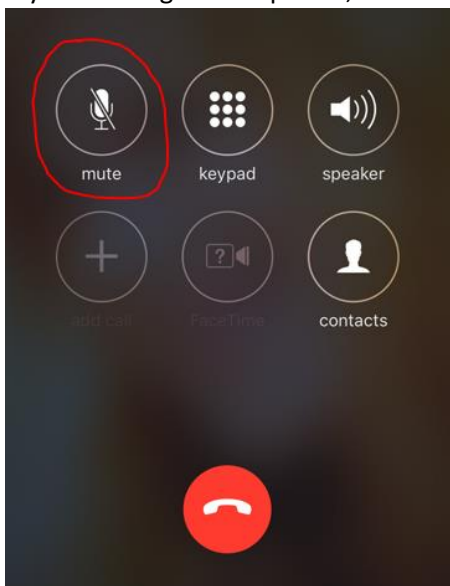
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
 - a. You may unmute yourself when you are called upon to speak.
5. Waiting room
 - a. When you call in, all callers/participants will be placed in a “waiting room.”
 - b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
 - a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
 - b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You’ll receive another email confirming that you’re registered for the meeting.
 - b. If you’re using a phone, your registration will still be tied to an email.
8. Raising your hand
 - a. Committee members—you can either use CivicClerk and request to speak or you can “raise your hand” in the zoom meeting (you’d need to use a computer or tablet) to let the host know you’d like to speak. You can also un-mute yourselves and start speaking.
 - b. Persons on the agenda—you can “raise your hand” but you’d need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has “opened the floor for interested parties to speak.” Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You’ll also be asked to verify your email.
 - d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
 - e. For tablet and computer users—if you download the app you will be asked to verify your email.
10. Zoom etiquette
 - a. Muting yourselves when you’re not talking will prevent your background noise from interfering with others’ ability to listen to and participate in the meeting.
 - b. If you’re using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in listening to the meeting can go to www.youtube.com/CityofGreenBay

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
 - a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen



3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not need to talk, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button



- b. If you're using a computer, you should see a Mute button in the Zoom application





Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

April 21, 2020

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # O.1

To approve First Amendment to Development Agreement 18-04 Whitney Park Townhomes: Phase IV with GB Real Estate Investments for a project at 827 Cherry St., 205 N. Van Buren St., 207 N. Van Buren St., 213 N. Van Buren St., 215 N. Van Buren St., 219 N. Van Buren St., and 212 N. Van Buren St. (Tax Parcels 10-71, 10-72, 10-72-A, 10-72-B, 10-72-C, 10-41, and 10-41-A), subject to minor legal and technical changes.

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

BACKGROUND

The City, RDA, and a Developer (GB Real Estate Investments) entered into a Development Agreement ("Development Agreement") dated August 22, 2018. The Developer intends to complete a Future Project, which includes the demolition of existing structures, followed by the construction of five (5) owner-occupied residential two (2)-story townhomes (with a full basement), each approximately one thousand, four hundred (1,400) square feet in size, containing three (3) bedrooms, two and one-half (2½) bathrooms, and a two (2)-stall garage.

The Project aligns with our departmental vision of creating more accessible, productive, innovative, and resilient places, experiences, and scenes, as it will:

- build new structures with high-performance designs, systems, and finishes
- create a significantly higher per-acre property value than adjacent properties and the City average
- generate property taxes greater than the cost of providing infrastructure and services
- be located in a place accessible to pedestrians, bicyclists, and transit riders
- expand our range of residential real estate products

As of January 1, 2018, the Property has an aggregate assessed value of two hundred seventy four thousand, five hundred dollars (\$274,500.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

- Six thousand, six hundred seven dollars (\$6,607.00) in total real estate taxes annually (assessed mill rate of \$24.07);
- Six thousand, six hundred seven dollars (\$6,607.00) to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.07); and
- Two thousand, five hundred ninety six dollars (\$2,596.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be one million, eight hundred forty six thousand dollars (\$1,846,000.00) which is anticipated to

yield approximately:

- Forty four thousand, four hundred thirty three dollars (\$44,433.00) in total real estate taxes annually (assessed mill rate of \$24.07);
- Forty four thousand, four hundred thirty three dollars (\$44,433.00) to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.07); and
- Seventeen thousand, four hundred sixty three dollars (\$17,463.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District Number Twenty: Whitney Park (“TID 20” or the “TID”), which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve First Amendment to Development Agreement 18-04 Whitney Park Townhomes: Phase IV with GB Real Estate Investments for a project at 827 Cherry St., 205 N. Van Buren St., 207 N. Van Buren St., 213 N. Van Buren St., 215 N. Van Buren St., 219 N. Van Buren St., and 212 N. Van Buren St. (Tax Parcels 10-71, 10-72, 10-72-A, 10-72-B, 10-72-C, 10-41, and 10-41-A), subject to minor legal and technical changes.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes a PAYGo Reimbursement of no more than eighty percent (80%) of the Available Tax Increment for the Property, with a cap of two hundred seventy four thousand, five hundred dollars (\$274,500.00).

No levy dollars will be used for this project.

ATTACHMENTS

1. 8.I - WPTH - IV - 10-72 - Development Agreement - Amendment - 200414 - RDA
2. 8.I - WPTH - IV - 10-72 - Development Agreement - 181005 - Executed



City of Green Bay
Department of Community and Economic Development

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT 18-04
WHITNEY PARK TOWNHOMES: PHASE IV**

This First Amendment to Development Agreement (“Amendment”) is made this _____ day of _____, 2020, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”), THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”), and GB REAL ESTATE INVESTMENTS, a Wisconsin limited liability company (“Developer”).

RECITALS

- A. The City, RDA, and GB REAL ESTATE INVESTMENTS entered into a Development Agreement (“Development Agreement”) dated August 22, 2018.
- B. The City, RDA, and GB REAL ESTATE INVESTMENTS desire to amend the Development Agreement as set forth in this Amendment.

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

AGREEMENTS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
10-72-C	215 N. Van Buren St.	0.044	\$47,300.00
10-41	219 N. Van Buren St.	0.073	\$59,500.00
10-41-A	223 N. Van Buren St.	0.089	\$49,500.00

- C. Amendment. Delete RECITALS B. and replace with: The parcels listed above shall be referred to as the “Property.” The Property comprises approximately five hundred sixty four thousandths (0.564) acres of land. A map of the Property is herein attached as EXHIBIT A; legal description of the Property is herein attached as EXHIBIT B.

D. Amendment. Under RECITALS C., add: Developer intends to complete a Future Project, which includes the demolition of existing structures, followed by the construction of five (5) owner-occupied residential two (2)-story townhomes (with a full basement), each approximately one thousand, four hundred (1,400) square feet in size, containing three (3) bedrooms, two and one-half (2½) bathrooms, and a two (2)-stall garage. The proposed Future Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.

E. Amendment. Delete RECITALS D. and replace with:

As of January 1, 2018, the Property has an aggregate assessed value of two hundred seventy four thousand, five hundred dollars (\$274,500.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

1. Six thousand, six hundred seven dollars (\$6,607.00) in total real estate taxes annually (assessed mill rate of \$24.07);
2. Six thousand, six hundred seven dollars (\$6,607.00) to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.07); and
3. Two thousand, five hundred ninety six dollars (\$2,596.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).

F. Amendment. Delete RECITALS E. and replace with:

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be one million, eight hundred forty six thousand dollars (\$1,846,000.00) which is anticipated to yield approximately:

1. Forty four thousand, four hundred thirty three dollars (\$44,433.00) in total real estate taxes annually (assessed mill rate of \$24.07);
2. Forty four thousand, four hundred thirty three dollars (\$44,433.00) to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.07); and
3. Seventeen thousand, four hundred sixty three dollars (\$17,463.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).

G. Amendment. Delete RECITALS F. and replace with: Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Number Twenty: Whitney Park ("TID 20" or the "TID"), which will provide part of the financing for certain costs of the Project.

H. Amendment. In Section II. D., delete "one hundred and eighteen thousand, two hundred dollars (\$118,200.00)" and replace with: two hundred seventy four thousand, five hundred dollars (\$274,500.00).

I. Amendment. In Section II. DEFINITIONS, add: V. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental

artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.

- J. Amendment. Delete Section III. C. 2. and replace with: Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of three hundred fifty thousand dollars (\$350,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
- K. Amendment. In Sections IV. A., IV. B., IV. C., IV. F., IV. G., and IV. H., delete “November 30, 2018” and replace with: November 30, 2020.
- L. Amendment. In Section IV. C., add: 3. A line item of not less than ten thousand dollars (\$10,000.00), which shall be specifically dedicated towards: a) Public Art on the Property; or b) Public Art within one-half (1/2) mile of the Property; or c) A separate Public Art project(s) approved by the RDA and GBPAC; or d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein.
- M. Amendment. In Section VII. VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS, add: M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.
- N. Amendment. Remove “**EXHIBIT A** Property Map” and replace with “**EXHIBIT A** Property Map” as herein attached.
- O. Amendment. Remove “**EXHIBIT B** Legal Description” and replace with “**EXHIBIT B** Legal Description” as herein attached.
- P. Amendment. Add “**EXHIBIT C** Preliminary Concept Plan” as herein attached to “**EXHIBIT C** Preliminary Concept Plan”.
- Q. Amendment. Except as set forth in this Amendment, the Development Agreement remains as executed and is full force and effect.
- R. Severability. If any provision of this Amendment shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- S. Recording of Amendment. The City may record this Amendment or a Memorandum of this Amendment with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- T. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to July 31, 2020, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.

U. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.

V. Signatures and Counterparts. This Amendment may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

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

[Signature pages follow]

Signature page 1 of 3

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

**DEVELOPER:
GB REAL ESTATE INVESTMENTS**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named _____, a member of GB REAL ESTATE INVESTMENTS, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and GB REAL ESTATE INVESTMENTS

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named
_____ and _____, on behalf of the City of Green
Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing
instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and GB REAL ESTATE INVESTMENTS

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT A
Property Map

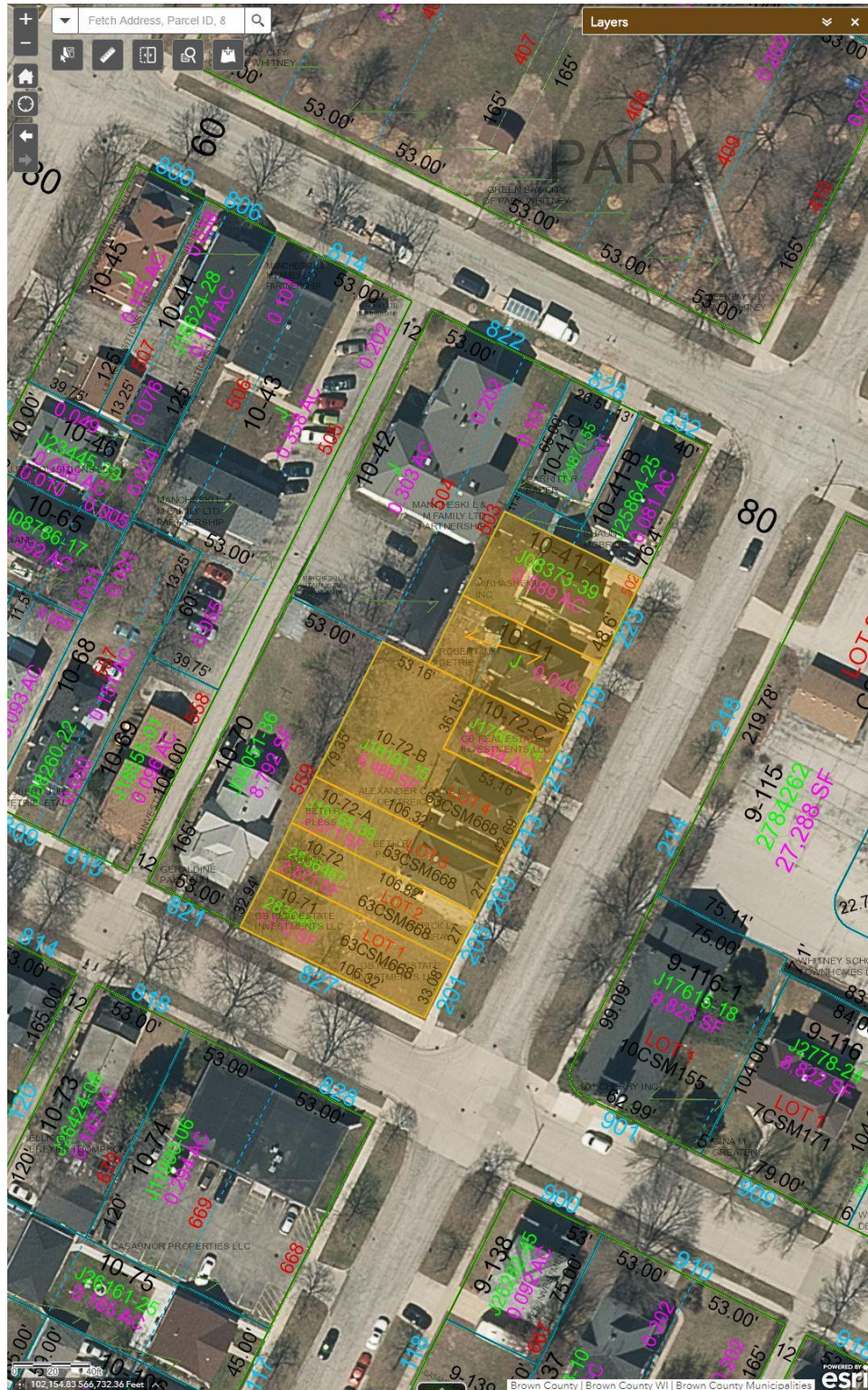


EXHIBIT B
Legal Description

827 Cherry Street: Tax Parcel 10-71
LOT 1 OF 63 CSM 668 BNG PRT OF PLAT OF NAVARINO LOTS 560 & 561

205 N. Van Buren Street: Tax Parcel 10-72
LOT 2 OF 63 CSM 668 MAP 8969 IN 2837387 BNG PRT OF PLAT OF NAVARINO LOTS 560 & 561

207 N. Van Buren Street: Tax Parcel 10-72-A
LOT 3 OF 63 CSM 668 MAP 8969 IN 2837387 BNG PRT OF PLAT OF NAVARINO LOTS 560 & 561

213 N. Van Buren Street: Tax Parcel 10-72-B
LOT 4 OF 63 CSM 668 MAP 8969 IN 2837387 BNG PRT OF PLAT OF NAVARINO LOTS 560 & 561

215 N. Van Buren Street: Tax Parcel 10-72-C
NAVARINO PLAT ONLY 36 FT OF LOT 561

219 N. Van Buren Street: Tax Parcel 10-41
NAVARINO PLAT S 40 FT OF LOT 502 & S 40 FT OF E 1/2 OF LOT 503

223 N. Van Buren Street: Tax Parcel 10-41-A
NAVARINO PLAT N 48.6 FT OF THE S 86.6 FT OF LOT 502 & N 48.6 FT OF S 86.6 FT OF THE E
1/2 OF LOT 503

EXHIBIT C Preliminary Concept Plan





City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 18-04
WHITNEY PARK TOWNHOMES: PHASE IV

This Development Agreement is made this 22 day of AUGUST, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
10-71	827 Cherry St.	0.20	\$0.00
10-72	829 Cherry St.	0.07	\$0.00
10-72-A	205 N. Van Buren St.	0.05	\$64,800.00
10-72-B	211 N. Van Buren St.	0.05	\$53,400.00

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately thirty seven hundredths (0.37) acres of land. A map of the Property is herein attached as EXHIBIT A; legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the demolition of existing structures, followed by the construction of four (4) owner-occupied residential two (2)-story townhomes (with a full basement), each approximately one thousand, four hundred (1,400) square feet in size, containing three (3) bedrooms, two and one-half (2½) bathrooms, and a two (2)-stall garage. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2018, the Property has an aggregate assessed value of one hundred and eighteen thousand, two hundred dollars (\$118,200.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:
1. \$2,693.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$2,693.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$1,066.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be eight hundred and forty-six thousand dollars (\$846,000.00) which is anticipated to yield approximately:
1. \$19,280.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$19,280.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$7,630.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).
- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District ("TID 20" or the "TID"), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the project remediates environmental contamination from the parcel; enhances the physical landscape; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; expands our range of residential and commercial real estate products; and the public will generally benefit; the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this

Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be one hundred and eighteen thousand, two hundred dollars (\$118,200.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company, or any assignee of the same.
- H. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.

- I. "Plans and Specifications" means the plans and specifications developed for the Project.
- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT C and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
 - 1. road, pedestrian, and bicycle improvements; and
 - 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 - 3. telephone, high-speed cable, and related technology infrastructure; and
 - 4. natural gas, electrical power, and other public utilities; and
 - 5. any related engineering, grading, erosion control, and landscaping; and
 - 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- N. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- O. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- P. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- R. "TID" means Tax Increment District Twenty 20 ("TID 20" or the "TID"), of the City of Green Bay, which will be established and will remain in good standing by the City of Green Bay, Wisconsin. The City will create TID 20 in 2018; TID 20 will terminate in 2045.
- S. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- T. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
1. Property Transfer. The City and/or RDA shall convey 827 Cherry St. (Tax Parcel 10-71) and 829 Cherry St. (Tax Parcel 10-72) to Developer, free and clear via warranty deed, for the sum of nineteen thousand and nine hundred dollars (\$19,900.00). The City estimates the value of such Property to be approximately thirty-one thousand dollars (\$31,000.00).
 2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - d) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2019, the TIF Increment would be determined as of January 1, 2020 and the PAYGo reimbursement would first be payable in 2021.
 3. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
 - a) Public Improvements, environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) "Private Improvements" specifically approved by the City or RDA; then
 - c) Any other activity specifically approved by the City or RDA.
 4. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided

however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of one hundred and fifty thousand dollars (\$150,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to November 30, 2018, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet.

- B. Construction Documents. Prior to November 30, 2018, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be determined by the RDA to be appropriate.
- C. Development Budget. Prior to November 30, 2018, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than five hundred thousand (\$500,000.00) in "hard" construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning, Zoning, Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.

2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than November 30, 2018, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than November 30, 2018, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than November 30, 2018, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than May 31, 2019. Construction shall be completed no later than November 30, 2019. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and

consents necessary to develop and use the Property as set forth above. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

- N. Approval of Construction Documents. Before the commencement of construction, Developer shall obtain the approval of the City and RDA to the architect contract and general contract for the Project.
- O. Reports and Information. Upon demand, the Developer shall provide any documentation, information, and reports requested relating to the Project, and any other material matters pertaining to the interests of the City and/or the RDA in the Property. In addition, after the commencement of construction, Developer shall periodically provide to the RDA information on the Project, including marketing and leasing progress relating to the Project, and any other material matters pertaining to the interests of the City and/or the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of this Agreement.
- P. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- Q. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- R. Transfer or Sale of Project Property.
 - 1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 - 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

- S. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- T. Traffic Impact Analysis. Developer shall not be required to conduct a traffic impact analysis regarding the Project.
- U. Environmental.
- I. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
 3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
 - 4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
- V. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:
- 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident - \$100,000.00 per accident;
 - b) Bodily Injury by Disease - \$100,000.00 per employee; and
 - c) \$500,000.00 policy limit.
 - 2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
 - 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;
 - b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - d) Medical Expense Limit - \$10,000.00 per person.
 - 4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-

owned motor vehicles. The amounts of such insurance shall be not less than the following limits:

- a) Bodily Injury - \$250,000.00 per person; and
 - b) \$1,000,000.00 per occurrence; and Property Damage - \$250,000.00 per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

W. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
- a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer.

Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

A. Developer Default. Each of the following shall be an Event of Default by Developer:

- 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
- 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
- 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
- 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
- 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition

or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;

6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be

cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twelve (12) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2030.
- C. Survival of Certain Provisions. Sections III.D, IV.E, IV.I, IV.K, IV.R.2, IV.S, IV.U.2, IV.W, V.A, V.B, V.C, V.D, V.E, VII.C, VII.D, VII.E, VII.G, VII.K, VII.L, VIII.B, VIII.D, VIII.E, VIII.F, X.B, X.C, X.G, X.J, X.M, X.O, X.P, and X.R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in

the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.

- E. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

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

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

To the Developer: GB REAL ESTATE INVESTMENTS, LLC
 Attention: Garritt R. Bader
 300 N. Van Buren Street
 Green Bay, Wisconsin 54301

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

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- L. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- N. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

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

By: 

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)



page 20 of 25

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and GB REAL ESTATE INVESTMENTS, LLC

By:

By:

*

My Commission Expires May 24, 2020

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and GB REAL ESTATE INVESTMENTS, LLC

By:

Gary Delveaux, Chair

Attest:


Kevin J. Vonck, Executive Director

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Kristh Cisneroz
* Kristh Cisneroz

Notary Public, Brown County, Wisconsin

My Commission Expires June 5, 2020



EXHIBIT A
Property Map



EXHIBIT B
Legal Description

827 Cherry Street: Tax Parcel Number 10-71

Lot Five Hundred Sixty (560), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

829 Cherry Street: Tax Parcel Number 10-72

The South 53 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

205 N. Van Buren Street: Tax Parcel Number 10-72-A

The Northerly 38 feet of the Southerly 91 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

211 N. Van Buren Street: Tax Parcel Number 10-72-B

The Northerly 38 feet of the Southerly 129 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

Robert E. Lee & Associates, Inc.
Engineering, Surveying and Environmental Services
1250 Cincinnati Centre Boulevard Hobart, WI 54165
Phone: (920) 805-9041 FAX: (920) 805-9411

Source: Robert E. Lee & Associates, Inc.
ES&I, Brown County

Disclaimer: Robert E. Lee & Associates, Inc. makes no warranty as to the accuracy or completeness of the information shown on this map. It is the user's responsibility to verify the information shown on this map. The user shall hold harmless and defend the liability of the firm and its personnel.

Legend:

- Red outline: Lot Line
- Orange box: Per Building
- Green box: Per Deck Area
- Yellow box: Per Concrete
- Purple box: Per Driveway
- Blue box: Per Other
- Black line: Boundary Line
- Dashed line: Existing ROW
- Thin black line: Per Deck Area

DATE: 7/11/2018
JOB: 150-0308
DRAWN: PFO

Land Sub Division
City of Green Bay
Brown County, WI



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 21, 2020

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # O.2

To refer to staff with a focus on covering businesses falling through the cracks of other programs, and to bring back to the RDA as soon as possible, the communication from Ald. Johnson (District 9) on "Creation of an emergency relief fund to provide loans to assist small business owners with the impacts of coronavirus (COVID-19)."

BACKGROUND

To be discussed at meeting.

RECOMMENDATION

To be discussed at meeting.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

- I. ALD JOHNSON 03172020



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 03-17-2020
Request of Alderperson Brian Johnson
Refer to: RDA

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

For consideration and possible action
on the creation of an emergency
relief fund ^{to provide loans} to assist small
business owners with the impacts
of coronavirus (COVID-19).



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 21, 2020

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # O.3

To award the "Abatement & Demolition Contract" RFP #3228 to BEST Enterprises, Inc. for three years with an option to extend the contract for an additional two year period.

BACKGROUND

The City of Green Bay requested proposals from qualified vendors to provide abatement and demolition services for the City of Green Bay. The successful contractor will be responsible for conducting residential demolitions for City and RDA properties. This is to include coordinating environmental testing, abatement and demolition.

Staff issued an RFP in March and received proposals from four qualified vendors. An evaluation team consisting of Community & Economic Development and Department of Public Works staff reviewed the four proposals based on established criteria. Staff has determined BEST Enterprises, Inc. to be the most qualified vendor.

RECOMMENDATION

Award the "Abatement & Demolition Contract" RFP #3228 to BEST Enterprises, Inc. for three years with an option to extend the contract for an additional two year period.

FISCAL IMPACT

This contract will greatly reduce the amount of City Staff time on coordinating RDA and Inspection related demolitions.

ATTACHMENTS

- I. RFP #3228 Intent to Award Notice



April 10, 2020

RE: Notice of Intent to Award: Abatement and Demolition Contract

Dear Vendors,

The City of Green Bay has completed their evaluation of the responses to RFP #3228 issued on March 5, 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 a three year contract with a two year renewal option available by mutual agreement to:

- BEST Enterprises, Inc.

This recommendation will be brought for approval before the Redevelopment Authority meeting on April 14, 2020 and the Finance Committee on April 28th. These meetings will be presented via **Zoom**, are open to the public and attendance is not required. If you plan to attend, please confirm the date, time via the City of Green Bay's website www.greenbaywi.gov. To get directions on each meeting go to the appropriate meeting (Redevelopment and or Finance) click on the **Zoom** link to get directions, along with password and code prior to the **Zoom** meeting. 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
Buyer

Attachment



April 10, 2020

TO: City of Green Bay
FR: Diane Kruse, Buyer
RE: **Abatement & Demolitions Contract RFP #3228**
Cc: Cheryl Renier - Wigg Assistant Development Director

RFP Scope/Objectives	The City of Green Bay requested proposals from qualified vendors to provide Abatement & Demolition Contract for the City of Green Bay. The successful Contractor will provide the following Abatement & Demolition Services to the City of Green Bay: • Abatement and Demolitions Service for the City of Green Bay. Contract to begin upon signed contract between the City and continue for three years with option to extend the contract for an additional two (2) year period. • The Abatement and Demolition Services shall include all specifications in RFP #3228 and addenda.	
Timelines:	March 5, 2020	RFP issued to Vendors
	March 13, 2020	Mandatory Site Inspection
	March 25, 2020	Due date for responses
		Four vendors responded: Badgerland Demolitions & Earthwork, Inc. BEST Enterprises, Inc. LeMense Properties Ostrenga Excavating, Inc.
	April 2, 2020	Evaluation and scoring of all proposals.
	April 10, 2020	Intent to award issued.
	April 14, 2020	Award recommendation considered by the Redevelopment Authority.
	April 28, 2020	Award recommendation considered by the Finance Committee.
Supplier Evaluations & Selection Process	An evaluation committee comprised of Redevelopment & Department of Public Works staff evaluated and scored proposals based on the criteria stated in the RFP and references. Attachment A – RFP Scoring & Price Summary for more detail.	
Recommendation	The evaluation committee recommends the award of the Abatement & Demolition RFP #3228 to BEST Enterprises, Inc. Best Enterprises, Inc.’s proposal offers extensive experience, has qualified resources, equipment and staff that we believe is the best value and fit for the City of Green Bay Abatement and Demolition Contract.	

**ATTACHMENT A - SCORING AND PRICE SUMMARY
ABATEMENT & DEMOLITION CONTRACT
#3228 RFP Scoring Sheet**

Abatement & Demolition Contract
RFP #3228
ISSUED: 3/5/2020 DUE: 3/25/2020
CC: 91240
Scoring Criteria & Points

Total Possible Points	MINIMUM SPECIFICATIONS	Highest Score	----->	----->	----->
		BEST Enterprises, Inc.	Ostrenga Excavating, Inc.	LeMense Properties	Badgerland Demolition & Earthwork, Inc.
30	Overview of Company with Capability / Experience with Similar Projects as the one in this RFP: The ability, capacity, and skill of the bidder to perform the services required under this Contract	27.5	27.5	22.5	20
50	Execution of Scope of Work Safety Program, Number of employees in field, list of equipment, average time from notice to proceed to completion. Information you believe is necessary to complete this project safely and in a timely manner.	45.5	46.5	40.65	36.25
20	Pricing – Pricing points are based off of Case Studies only and scored by Purchasing via a Formula	20	15.81	18.84	16.04
	Vendor Scores				
	Total possible points = 100	93.00	89.81	81.99	72.29
	Cost	\$36,175.00	\$45,755.00	\$38,400.00	\$45,102.00

RECOMMENDATION:

Award this Contract to BEST Enterprises, Inc. the Contractor that scored the highest points per their Proposal submittal.

NOTES: The City issued a Request for Proposal (RFP) and received four (4) proposals. The team then did consensus scoring and BEST Enterprises, Inc. received the highest score (per evaluation criteria in the RFP).



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

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # P.I

To approve the request by Hyatt Equities, LLC to assign rights and interests in a Parking Agreement, dated October 15, 2012, and all subsequent modifications and amendments, to HR Current Owner, LLC, a wholly-owned subsidiary of Hyatt Equities, LLC.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # P.2

To refer to staff the request by Ald. Dorff, due to great concern regarding the possibility/probability of extensive flooding to the homes and roads on the South Shore of the Bay of Green Bay due to the current height of the bay, to provide for a full report on the progress that has been made on obtaining funding to fix the dike on the south shore of the bay of Green Bay, a timeline on when work on the dike will begin, and how we can finance this work even if we are not able to obtain state and federal grants.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # P.3

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. EC Final Site Inspection 2019 Memo



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

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

DPW – FINAL SITE INSPECTION MEMO 2019

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

INSPECTION DATE: (Month/Day/Yr) _____

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

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

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

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

Contractor Signature: _____

Date: _____

Homeowner Signature: _____

Date: _____

DPW Representative Signature: _____

Date: _____

☐ Copy to Contractor

☐ Copy to Owner

☐ Copy to Owner

☐ Copy to File (ECLIPS)



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

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

DPW – FINAL SITE INSPECTION MEMO 2019

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

DPW COMPLETION DATE EXPECTATIONS

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

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

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

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

ALL outstanding concrete work to be completed prior to May 1



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

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # P.4

To deny the request by Ald. Scannell for the City of Green Bay to adopt “No Mow May” to provide habitat for early season pollinating species and refer the item to the Sustainability Commission to develop a Pollinator Corridor program.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # P.5

To approve the request of the Department of Public Works to award licenses for Concrete Sidewalk Builders, Tree and Brush Trimmers, and Underground Sprinkler Installers at a staff level and report out award of said licenses at the next regularly scheduled meeting of the Improvement & Services Committee for the duration of the declared emergency resulting from the COVID-19 pandemic.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # P.6

To receive and place on file the 2019 Department of Public Works Annual Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Complete 2019 Annual Report

City of Green Bay Wisconsin



2019 DEPARTMENT OF PUBLIC WORKS ANNUAL REPORT

TO: The Mayor and
Common Council

FROM: Steven M. Grenier, P.E.
Director of Public Works

I am respectfully submitting the 2019 Annual Report for the Department of Public Works. This report includes a detailed summary of the activities and the operations of the Department of Public Works.

The achievements and activities of the Department were made possible with the cooperation of the Mayor and Common Council and the support of the employees of this Department.

CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
2019 ANNUAL REPORT

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2019 ANNUAL REPORT
DEPARTMENT OF PUBLIC WORKS

The Department of Public Works functions under the Mayor and Common Council, and in particular, the following committees and commissions, which report to the Common Council. In 2019, the members of these committees and commissions were as follows:

1. Improvement & Services Committee

Members: Andy Nicholson, Chairperson
 Brian Johnson, Vice-Chairperson
 Chris Wery
 Jesse Brunette

2. Traffic, Bicycle, & Pedestrian Commission

Members: Matt Kuepers, Chairperson
 Daniel Theno, Vice-Chairperson
 Craig Stevens
 Lieutenant Brad Strouf
 Brighid Riordan
 Ray Smith
 Stephanie Birmingham

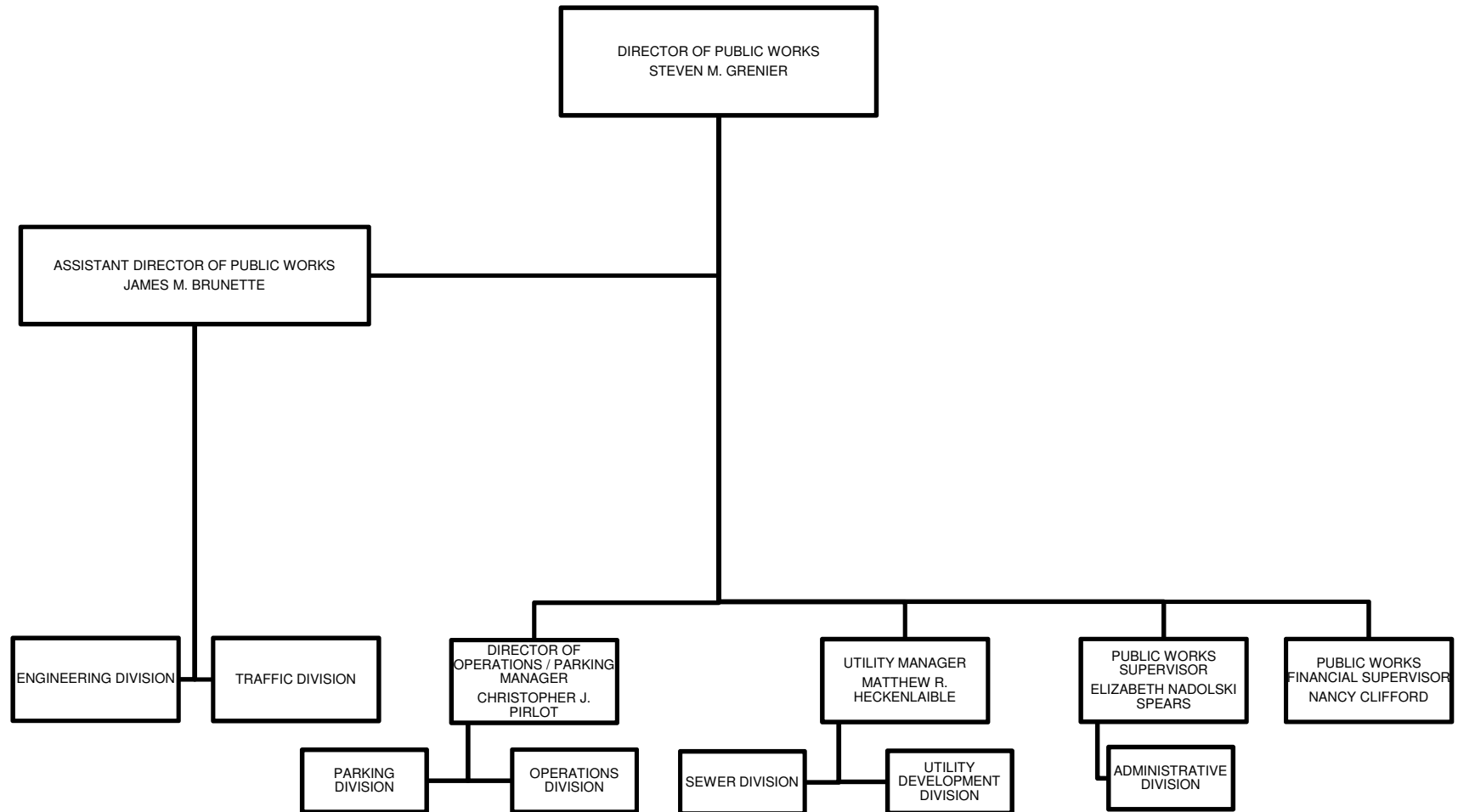
Following the direction of the Mayor and Common Council, the Improvement & Services Committee, Traffic, Bicycle, & Pedestrian Commission, Director of Public Works, Department of Public Works, consisting of 200 employees within its six divisions (Engineering, Traffic, Operations, Utility, Executive Support, and Parking System Division), provides the basic municipal services to the citizens of Green Bay.

To a large degree, the general safety, welfare, and appearance of the community depends on the Department of Public Works carrying out its responsibilities in an expeditious manner through the design, construction, and maintenance of street pavements, sewers, bridges, sidewalks, traffic control devices, street lighting, public parking facilities, the issuance of permits, the collection of solid waste, the control of snow and ice, and the control of noxious weeds on public and private property.



DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART

2019 Annual Report
Department of Public Works
City of Green Bay, Wisconsin





2019 DEPARTMENT OF PUBLIC WORKS STATISTICS

<u>Area:</u>	46.12 square miles
<u>Population:</u>	104,879 (estimate)
<u>Streets:</u>	Connecting highways 22.8 miles
	County trunk highways 17.4 miles
	Local streets <u>417.2 miles</u>
	TOTAL STREETS 457.4 miles
<u>Sewers:</u>	Storm sewers 514.6 miles
	Inlets 14,499
	Storm manholes 7,635
	Sanitary sewers 462.0 miles
	Sanitary manholes 9,384
	TOTAL SEWERS 976.6 miles
<u>Lift Stations:</u>	19 storm
	14 sanitary
<u>Street Lights:</u>	8,384
<u>Traffic Signals:</u>	102 intersections
<u>Bridges:</u>	30

CONSTRUCTION SUMMARY

Sanitary sewer construction/reconstruction	3.86 miles	\$ 1,776,912.41
Storm sewer construction/reconstruction	3.38 miles	2,911,671.89
Pavement repair		1,363,377.64
Asphalt resurfacing/replacement	3.56 miles	788,981.75
Sidewalk construction		181,053.20
Mudjacking		25,700.54
Bridge & Building construction repair		720,285.00
Water main construction	4.15 miles	3,403,772.93
Community Development contracts		297,741.72
Park improvements		4,309,042.87
Miscellaneous contracts		<u>1,473,199.30</u>
TOTAL		<u>\$17,251,739.25</u>

ENGINEERING DIVISION

The Engineering Division was responsible for the administration of the following Public Works Contracts. References to the percentage of work completed relate to project status as of December 31, 2019.

I. BRIDGE AND BUILDING CONSTRUCTION AND REPAIR CONTRACTS

A. WEST SIDE MUNICIPAL GARAGE TRENCH DRAIN REPLACEMENT

The work performed under this Contract consists of removing and replacing the existing trench drain and adjacent concrete slab with a new fiberglass trench drain and concrete as described in the plans and the Technical Specifications.

Project is complete: \$38,825

B. BRIDGE 1-19 (WIESNER STREET PEDESTRIAN BRIDGE)

The work on this project consisted of removing the existing precast structure, railings, and steel pile cap; cleaning and painting the existing steel piles; reconstructing approach sidewalks; installation of a 22-foot by 8-foot prefabricated timber bridge and approach railings; stream realignment and placement of riprap.

Project is complete: \$78,305

C. MASON MANOR ROOF REPAIRS

The work under the Contract consisted of roof repairs including repairing flashings, replacing failed sealants, and addressing any additional failure or potential failure within the EPDM roof system.

Project is complete: \$32,585

D. FIRE STATION #6 KITCHEN REMODELING

This work under the Contract consisted of installation of new ceramic floor tile, installation of drywall and paint, and new casework.

Project is complete: \$61,680

E. PARKING RAMP REPAIRS – 2019

This repair work in general consists of concrete repairs, expansion joint replacement, joint and crack repairs, and traffic bearing membrane. A majority of the Contract work will take place in the Pine Street Ramp. Some work will also take place in the Cherry Street Parking Ramp and may have some work in the Main Street Parking Ramp as well. There will also be some post-tension cable investigation repairs.

This project is 80% complete: \$539,700

F. FIRE STATION #2 PRECAST CONCRETE REPAIRS

The work required the forming of two barrier walls and replacing concrete per plans and specifications.

Project is complete: \$6,077

G. FIRE STATION #6 GARAGE DOOR REPAIRS

The work requires the removal of existing lumber backing and installation of new lumber blocking for garage door replacement per plans and specifications.

Project is complete: \$678

H. EAST SIDE GARAGE ASBESTOS FLOOR TILE REMOVAL

The work required the removal and abatement of 450 square feet of asbestos containing vinyl floor tiles at the East Side Garage Office and Hall areas.

Project is complete: \$2,325

I. CITY HALL LAW OFFICE ASBESTOS FLOOR TILE REMOVAL

The work required the removal and abatement of 650 square feet of asbestos containing vinyl floor tiles at the City Hall Law Office and Vault areas.

Project is complete: \$3,830

J. MAIN STREET PARKING RAMP SKYWALK MASONRY REPAIRS

The work included removing deteriorated masonry from the north and south sides of the walkway, tuck-pointing and placing new caulk above the masonry on top of the columns per plans and specifications.

Project is complete: \$6,600

K. MAIN STREET PARKING RAMP SKYWALK WINDOW REPLACEMENT

The work included removing fifteen (15) defective window panes and replacement of said window panes which shall include installation of the new panes per plans and specifications.

Project is complete: \$20,150

L. PINE STREET RAMP TOWER REROOFING

The work under this Contract consists of removing existing gravel surfaced roofing and associated substrate on five (5) stair tower/elevator roofs and replacing with fully adhered EPDM roofing, also removal of parapet caps and flashing and replacement as specified.

The work under this Contract has not started. This work has been postponed until spring of 2020 due to excessive rain events in 2019.

M. DPW BOILER ROOF AND UPPER ROOF REROOF, PARAPET FLASHINGS AND CHIMNEY REPAIRS

The work under this Contract consists of re-roofing the 1,100 square foot boiler room and the 7,600 square foot upper roof, removing 400 linear feet of existing concrete parapet wall caps and installing metal caps. Work also includes the demolition of approximately 7' of masonry chimney and replacing the concrete chimney cap.

The work under this Contract has not started. This work has been postponed until spring of 2020 due to excessive rain events in 2019.

N. RAY NITSCHKE MEMORIAL BRIDGE HYDRAULIC REPAIRS - REBID

The work under this Contract included complete repairs to the hydraulic span drive system of the bridge's two bascule leaves. The work generally included removing, replacing, and installing new hydraulic pumps and associated hydraulic circuitry; cleaning the existing system and implementing a preventative maintenance and monitoring program which will increase the new hydraulic motors and breaks; and performance testing of each bascule leaf before and after performing the repair work.

This project was not awarded.

II. PAVEMENT CONTRACTS

A. PAVEMENT 1-19 (ERIE ROAD RECONSTRUCTION)

This Contract includes construction of approximately 3,400 linear feet of 12" water main, including 125 linear feet of 1" new water service and 3,400 linear feet of water main construction staking; 3,350 linear feet of 8", 10", and 12" sanitary sewer construction including sanitary sewer lateral construction, sanitary sewer manhole construction, 3,400 linear feet of 12", 18", and 42" storm sewer construction including storm sewer lateral construction, storm manhole construction, 7,560 cubic yards of excavation, 2,890 cubic yards of 1½" crushed aggregate base course, 55 cubic yards of breaker run; 15,000 square yards of 8" integral concrete pavement, 100 tons of HMA pavement; construction staking; and site restoration.

This project is 96% complete: \$2,666,866.28

B. PAVEMENT 2-19 (S. CHESTNUT AVENUE RECONSTRUCTION)

The work under this Contract includes construction of approximately 1,025 linear feet of 6" and 8" water main including water services and water main construction staking; 35 linear feet of 10" sanitary sewer including sanitary sewer laterals, sanitary sewer manhole replacement, 1,360 linear feet of 12", 30", and 36" storm sewer construction including storm sewer laterals, storm sewer manhole construction and replacement, 2,490 cubic yards of excavation; 1,020 cubic yards of 1½" crushed aggregate base course; 630 cubic yards breaker run; 800 tons of HMA pavement; 2,020 linear feet of curb and gutter; 4,670 square feet of

concrete sidewalk and driveway; 800 square yards of 8" concrete pavement reconstruction; and sod restoration.

This project is 94% complete: \$1,163,590.03

C. PAVEMENT 3-19 (S. CHESTNUT AVENUE RECONSTRUCTION)

This Contract includes approximately 1,080 linear feet of 6", 8", 10", and 12" water main including service relays; 877 linear feet of 8" sanitary sewer including sanitary sewer lateral relays, sanitary sewer construction and reconstruction, and sanitary sewer manhole construction and replacement; 149 linear feet of 12" to 15" storm inlet lead construction, spot repairs, construct storm sewer laterals, and construction of storm sewer inlets.

Project is complete: \$894,234.27

D. PAVEMENT 4-19 (HAVEN PLACE RESURFACING)

The work under this Contract includes replacing existing culvert pipe crossings, pulverizing 7,875 square yards of existing asphalt pavement, and 1,393 tons of asphalt paving.

Project is complete: \$192,501.39

E. PAVEMENT 5-19 (N. WEBSTER AVENUE RECONSTRUCTION)

The work under this Contract includes construction of approximately 400 linear feet of 6" and 8" water main including service relays and staking; 810 linear feet of 8" and 10" CIPP sanitary sewer including sanitary sewer laterals, sanitary sewer manhole reconstruction and rehabilitation, 420 linear feet of 42" storm sewer construction including storm sewer laterals, storm sewer manhole construction and replacement, 745 cubic yards of excavation; 670 cubic yards of 1½" crushed aggregate base course; 1,600 square yards of 8" concrete pavement; 1,600 square yards of 8" integral concrete pavement; 30 tons of HMA pavement; 30 linear feet of curb and gutter; 5,370 square feet of concrete sidewalk and driveway; and sod restoration.

This project is 94% complete: \$1,163,590.03

F. PAVEMENT 6-19 (SITKA STREET AND SUPERIOR ROAD RECONSTRUCTION)

The work under this Contract includes construction of approximately 2,000 linear feet of 8" and 12" water main including service construction and staking; 3,010 linear feet of 8" sanitary sewer including sanitary sewer laterals, and sanitary sewer manhole construction, 4,710 linear feet of 12", 15", 18", 24", 27", and 30" storm sewer construction including storm sewer laterals, storm sewer manhole construction, and storm sewer inlets and inlet leads; 11,750 cubic yards of excavation; 2,950 cubic yards of 1½" crushed aggregate base course; 2,060 cubic yards breaker run; 3,670 tons of HMA pavement; 6,480 linear feet of curb and gutter; 1,150 square feet of concrete sidewalk and driveway; and site restoration.

This project is 43% complete: \$1,076,344.26

G. RESURFACING 1-19: VARIOUS STREETS THROUGHOUT THE CITY

PART A

This Contract includes 14,969 square feet of concrete sidewalk and driveway reconstruction, 568 square feet of curb ramp detectable warning field cast iron, 5,359 linear feet of reconstruction of concrete curb and gutter, and 3,004 square yards of terrace restoration at various locations associated with asphalt streets resurfaced in 2019.

Project is complete: \$444,792.87

PART B

This Contract includes 68,532 square yards of asphalt milling, 10,883 tons of asphalt pavement resurfacing, and patching.

This project is 95% complete: \$1,041,315.24

H. SIDEWALKS 2019: VARIOUS SIDEWALKS THROUGHOUT THE CITY

This Contract includes 17,680 square feet of concrete sidewalk construction and reconstruction, 176 square feet of curb ramp detectable warning field cast iron, and 317 square yards of terrace restoration at various locations throughout the City.

Project is complete: \$181,053.92

I. PAVEMENT REPAIR 2019: VARIOUS LOCATIONS THROUGHOUT THE CITY

This Contract includes 53,313 square feet of concrete sidewalk and driveway reconstruction, 376 square feet of curb ramp detectable warning field cast iron, 5,825 square yards of concrete pavement reconstruction, replacement of 46 storm sewer inlets, replacement of 210 linear feet of inlet leads, and reconstruction of 4,881 linear feet of concrete curb and gutter at various locations throughout the City.

Project is complete: \$1,363,377.64

J. MUDJACKING 2019

This Contract includes mudjacking/raising 6,110 linear feet of curb and gutter, 279 square yards of concrete apron/ramp, which had settled and was causing ponding and unsafe conditions. This work was completed by purchase order after quotations were received.

Project is complete: \$25,700.54

K. N. WEBSTER AVENUE RECONSTRUCTION (WISCONSIN DEPARTMENT OF TRANSPORTATION-WisDOT)

The work under this WisDOT Contract includes construction of approximately 7,000 linear feet of 8", 10", 12", 15", 18", 24", 36", 42", 54", 19"x30", 24"x38", 29"x45", and 34"x53" storm sewer construction including storm sewer laterals, storm sewer manhole construction, and storm sewer inlets and inlet leads; sanitary manhole and water valve adjustments;

construction staking; 38,000 cubic yards of excavation; 18,200 tons of base aggregate dense 1¼"; 17,500 tons of base aggregate dense 3"; 12,000 square yards of geogrid; 30,060 square yards of 8½" concrete pavement; coloring concrete; 1,730 tons of HMA and asphaltic pavement; 17,800 linear feet of curb and gutter; 26,030 square feet of concrete sidewalk; 650 square yards of concrete driveways; pavement markings; street lighting and associated bases, conduit, and wire; traffic signals and associated equipment, bases, conduit, and wire; and site restoration.

This project is 98% complete: \$4,677,437.24 (WisDOT)
\$1,223,974.11 (City)

III. SEWER CONTRACTS

A. SEWERS 1-19: VARIOUS STREETS THROUGHOUT THE CITY (INCLUDING WATER MAIN)

PART A

This Contract includes approximately 88 linear feet of 6" water main, 4,102 linear feet of 8" water main, including 2,119 linear feet of ¾" to 1½" water service transfer and relays and 4,190 linear feet of water main staking; 30 linear feet of sanitary sewer spot repairs, sanitary manhole replacement, reconstruct and rehabilitation; 528 linear feet of 12" storm sewer construction and relay, storm sewer spot repairs, storm sewer manhole replacement, 522 linear feet of 12" storm inlet lead construct and relay and storm inlet construction, replacement and repairs.

Part A is complete: \$1,127,915.07

PART B

This Contract includes approximately 202 linear feet of 6" water main, 3,828 linear feet of 8" water main, including 446 linear feet of ¾" to 1½" water service transfer and relays and 4,030 linear feet of water main staking; 30 linear feet of sanitary sewer spot repairs, sanitary manhole replacement and reconstruct; 4,337 linear feet of 12" to 48" storm sewer construction and relay, storm sewer spot repairs, storm sewer manhole replacement, 711 linear feet of 12" storm inlet lead construct and relay and storm inlet construction, replacement and repairs.

Part B is complete: \$1,436,216.63

PART C

This Contract includes approximately 25 linear feet of 4" water main, 478 linear feet of 6" water main, 3,036 linear feet of 8" water main, including 1,450 linear feet of ¾" to 2" water service transfer and relays and 3,538 linear feet of water main staking; sanitary sewer spot repairs, sanitary manhole replacement and reconstruct; 821 linear feet of 12" to 15" storm sewer construction and relay, storm sewer spot repairs, storm sewer manhole replacement, 61 linear feet of 12" storm inlet lead construct and relay and storm inlet construction, replacement and repairs.

Part C is 98% complete: \$804,230.77

B. SEWERS 2-19: VARIOUS LOCATIONS THROUGHOUT THE CITY (MINI-SEWERS)

This Contract includes approximately 1,450 linear feet of 6" mini-storm sewer, inlets, inlet leads, and other storm sewer appurtenances, 2,150 square feet of 6" concrete sidewalk and driveways, 1,650 square feet of 4" concrete sidewalk, curb and gutter, pavement replacement, and terrace restoration.

Project is complete: \$281,227.28

C. SEWERS 3-19: VARIOUS LOCATIONS THROUGHOUT THE CITY (BASIN REPAIR)

PART A

This Contract includes approximately 591 linear feet of 8" to 12" sanitary sewer remove and relay, sanitary sewer spot repairs, replacement of a sanitary manhole, and sanitary manhole rehabilitation; approximately 143 linear feet of 12" to 15" storm sewer remove and relay, and storm sewer spot repairs.

Part A is complete: \$300,607.50

PART B

This Contract includes approximately 5,821 linear feet of 8" CIPP sanitary sewer, 1,503 linear feet of 10" CIPP sanitary sewer, 4,445 linear feet of 12" CIPP sanitary sewer, 1,552 linear feet of 15" CIPP sanitary sewer and chemical grout sanitary sewer.

Part B is 91% complete: \$399,887.11

D. SEWERS 4-19: VARIOUS LOCATIONS THROUGHOUT THE CITY (MINI-SEWER)

This Contract includes approximately 1,730 linear feet of 6" mini-storm sewer, inlets, inlet leads, and other storm sewer appurtenances, 1,670 square feet of 6" concrete sidewalk and driveways, 1,050 square feet of 4" concrete sidewalk, curb and gutter, pavement replacement, and terrace restoration.

This project is 95% complete: \$143,077.90

E. SUPERIOR ROAD STORM WATER POND

This Contract includes construction of approximately 44,700 cubic yards of excavation, 7,100 square yards of clay liner, 34 cubic yards of medium and extra heavy rip rap, 308 linear feet of 15", 18" and 30" storm sewer, 1,155 linear feet of 18" storm sewer directional boring, 816 linear feet of venting trench, 2-4" vents, 140 linear feet of 6" non-perforated PVC storm sewer, 4 apron endwalls, 1 pond outlet structure, 1 antiseep collar, 48" and 60" diameter manhole construction, construction staking and site restoration.

This project is 76% complete: \$828,757.40

IV. PARK IMPROVEMENTS

A. BAY BEACH WILDLIFE SANCTUARY OBSERVATION BUILDING RTU REPLACEMENT

The work under the Contract consisted of removal of an existing furnace, carpentry including new stud walls and construction of a new roof top curb, as well as mechanical work including installation of a new roof top unit and ductwork.

Project is complete: \$47,650

B. ELEVATOR MODERNIZATION GREEN BAY CITY HALL – REBID

The work under this Contract consisted of replacing the controls and mechanical operations of twin elevators including electrical upgrades.

This project is 65% complete: \$911,277

C. PARKS PROJECT 1-19 (RED SMITH PARK SHELTER)

The work under this Contract shall consist of demolition; pavement and concrete; construction of water, sanitary and storm sewer and structures; electrical work; asphalt pavement; construction of a wood post-framed building; construction staking; erosion control and restoration, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and Contract.

This project is 96% complete: \$313,660.65

D. PARKS PROJECT 2-19 (EAST RIVER OPTIMIST PARK)

This Contract includes approximately 825 cubic yards of excavation, 900 cubic yards of stripping topsoil, and 1,800 cubic yards of borrow; 565 linear feet of 8", 10", 12", 15" and 60" storm sewer, storm manhole removal and construction, and storm inlet removal and construction; 2,200 tons of CABC, 170 tons of breaker run, 500 linear feet of 24" curb and gutter, 2,865 square feet of 4" and 6" concrete sidewalk and driveway, 155 square feet of sidewalk curb retaining wall, 675 tons of HMA pavement and epoxy pavement markings; contractor staking, erosion control practices and site restoration.

This project is 78% complete: \$296,419.22

E. PARKS 3-19 (COLBURN PARK POOL AND BATHHOUSE RENOVATION)

This project consisted of bathhouse renovations including installation of new doors, louvers, windows, roofs, hardboard siding, tongue and groove paneling, painting, staining, new fixtures, electrical, utility and plumbing work, and new HVAC system. The project also includes a pool renovation including cleaning and patching of the pool basin, installation of a commercial vinyl pool liner, concrete pool deck, concrete pool gutter, handrail, ladders and various hardware along with all new pool mechanics in the bathhouse basement.

This project is 85% complete: \$2,740,316

V. COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTS

A. CD 19-01:

PART "A" SIDEWALK AND PAVEMENT REPAIR

This Contract includes 3,789 square feet of concrete sidewalk replacement, 32 square feet of curb ramp detectable warning field, 27 linear feet of curb and gutter replacement, and 123 square yards of terrace restoration at various locations.

Project is complete: \$42,159.92

PART "B" ALLEY RESURFACING

This Contract includes 234 lineal feet of sanitary sewer relay, 3,176 square yards of asphalt pavement removal, and 696 tons of asphalt pavement.

Project is complete: \$255,581.20

VI. MISCELLANEOUS CONTRACTS

A. GBWU DREDGING OF SLUDGE LAGOON NO. 2

The work under this Contract shall consist of land application field permitting, dredging sludge from Lagoon No. 2, transporting and land application of sludge and reporting.

This work under this Contract has not started. This work has been postponed until 2020 due to excessive rain events and wet field conditions in 2019.

B. RDA 19-01 (SHIPYARD – MASS GRADING)

The work under this Contract consists of approximately 58,000 cubic yards of borrow, 120 linear feet of 12" storm sewer construction, storm sewer manhole construction, sanitary sewer manhole reconstruction, 180 tons of ¾" crushed aggregate base course, 43,700 square yards of topsoil and associated site restoration, construction staking, and erosion control.

This project is 20% complete: \$233,229.90

C. EATON HEIGHTS 2ND ADDITION PHASE 1 - SUBDIVISION

The work under this Contract includes construction of approximately 2,220 linear feet of 8", 12", and 16" water main including water services; 1,450 linear feet of 8" and 12" sanitary sewer including sanitary sewer laterals, sanitary sewer manhole construction, 1,210 linear feet of 12", 15", and 18" storm sewer construction including storm sewer laterals, storm sewer manhole construction, 480 cubic yards of excavation; 3,490 cubic yards of borrow; 1,000 cubic yards of 1¼" crushed aggregate base course; 700 cubic yards breaker run; 550 tons of HMA pavement; 1,850 linear feet of curb and gutter; and site restoration.

This project is 91% complete: \$1,098,092.65

D. EXCALIBUR 3RD ADDITION - SUBDIVISION

This Contract is a Developer Design and Build with review and inspection by the City of Green Bay. The work under this Contract includes construction of approximately 500 linear feet of 8" water main including water services; 352 linear feet of 8" sanitary sewer including sanitary sewer laterals, sanitary sewer manhole construction, 1,090 linear feet of 12" and 15" storm sewer construction including storm sewer laterals, storm sewer manhole construction, 1,000 cubic yards of excavation; 500 cubic yards of 1¼" crushed aggregate base course; 190 cubic yards breaker run; 240 tons of HMA pavement; 890 linear feet of curb and gutter; and site restoration.

This project is 95% complete: Developer Design/Build

E. RAILYARD

This Contract is a Developer's Design and Build with review and inspection by the City of Green Bay. The work under this contract includes construction of approximately 2,000 linear feet of 12" water main including services; 1,600 linear feet of 8" sanitary sewer including sanitary sewer laterals, sanitary sewer manhole construction, 2,500 linear feet of 18", 24", 30" and 36" storm sewer construction including storm sewer laterals, storm sewer manhole construction, drainage pond, and 2,200 centerline linear feet of street construction, including excavation, base course material placement, curb & gutter, and asphalt pavement.

This project is 70% complete: Developer Design/Build

F. BLONDE AVENUE RETAINING WALL

This Contract includes removal of existing stone retaining, construction of 852 square feet of retaining wall that included underdrain, 124 linear foot guard rail and landscape restoration.

This project is 99% complete: \$141,806.75

UTILITY DIVISION

Utility Division personnel prepared two requests for quotations for the televising of sewers to determine the conditions of the sewers and the nature of repairs or replacement that was required. The first televising contract was for the sanitary and storm sewers for all streets that are scheduled for reconstruction or resurfacing. The second televising contract was for all the sanitary sewers located within specific drainage basins. This has proven to be invaluable in determining the condition of sewers at these locations. Some new sewer installations are televised in areas where questionable load bearing soils are encountered. An analysis of the videotape can determine if any failure has occurred to the sewer. Between the two contracts, a total of 464,929 linear feet (88.1 miles) of sewer was televised in 2019 at a cost of \$366,433.

The Division also updates the City maps annually; maintains records of the location of sewer laterals; maintains "as-built" plans of street and sewer systems; and other records required for a Public Works Department to function effectively. Personnel scans the construction plans to

make them more readily available to all DPW staff.

The storm water program continues to make progress towards meeting the Wisconsin Department of Natural Resources' permit requirements. Design continues on major storm water pond projects. Engineering personnel continue to investigate the causes of various reported high water instances on City streets and private property. Some of the causes are easy to identify and resolve, while other areas continue to be investigated and require substantial resources to fully resolve. Engineering personnel continue to investigate reports of illegal dumping of substances into the storm sewer system, also known as illicit discharges. This includes working with the responsible party to contain and clean up the discharges prior to it reaching waters of the State, and educating these parties about the impact of these events. In 2019, the City contracted with Kurt Schroeder to remove muskrats from 16 City storm water facilities. Stormwater personnel also continue to monitor the City's storm water facilities and storm sewer outfalls to prevent deterioration of the facilities. Storm water personnel have been working with multiple schools and neighborhood associations to encourage public participation and education relative to good storm water management behaviors. The "WDNR MS4 2019 Annual Report" is a listing of storm water activities undertaken and reported by the City to the WDNR for permit compliance.

In the summer of 2013, the City received an EPA administrative order for our sanitary sewer system. The order is requiring the City to prepare and implement a capacity, management, operation, and maintenance (CMOM) program. The City has developed a CMOM and is continually being implemented throughout DPW.

Engineering Division personnel are responsible for the administration of the Sewer Service Charge Ordinance. The ordinance addresses two types of users: non-monitored and monitored. The non-monitored users are billed directly by the Water Utility. Non-monitored customers' bills are computed using their water usage and pre-determined values for the strength of the sewage discharge. The non-monitored residential customers' quarterly water usage is based on the winter quarter water usage and adjusted yearly. The majority of the time spent on the administration of the Ordinance can be attributed to the monitored customers. Studies are conducted to determine which industries require monitoring, approve monitoring frequency and equipment, compile data for the computer billings, record and analyze all billing information, and meet regularly with customers. Personnel contracts with a consultant to collect samples and make laboratory analysis of sewage discharge for monitored customers.

Engineering Division personnel are also responsible for the review of site plans for new buildings and parking lots, issuance of excavation permits for sand and gravel pits, permits for the installation of utility transmission facilities (gas, electric, water, telephone, cable TV, etc.) in City-owned right-of-way, street excavation permits, street obstruction permits, newspaper vending machine permits, and the issuance of permits for the movement of oversize and overweight loads on all streets in the City.

SEWER AND BRIDGE SECTION (UTILITY DIVISION)

Through December 1, 2019 DPW Utility Division Sewer and Bridge Section was responsible for operation of the three Green Bay (3) lift bridges over the Fox River. These three bridges are staffed on a continuous basis from April 1 to December 1 of each year, and on an on-call basis depending on

weather during the off-season. Effective December 1, 2019 WisDOT and Brown County-DPW established an agreement for operation of lift bridges. The City of Green Bay does not operate lift bridges anymore. However, the Main Street Bridge is owned by the City of Green Bay. So Green Bay-DPW is responsible for physical maintenance of that bridge. The other two Green Bay lift bridges are owned and maintained by WisDOT.

Utility Division Sewer and Bridge Section also assists with maintenance on Green Bay's 23 fixed span bridges and 4 pedestrian bridges as needed. During 2019, DPW only has records for bridge lifts completed through June. Lack of a complete record is due to change-over from manual (on-site control) bridge lifts to remote (off-site control) bridge lifts, change-over to Brown County-DPW operation. Following is the number of bridge lifts recorder over the Fox River through June of 2019:

1. Mason Street (Donald A. Tilleman) Bridge –210 total lifts
2. Walnut Street Bridge – 1,051 total lifts (controls remote operation of other 2 bridges; 402 Walnut Street Bridge lifts)
3. Main Street (Ray Nitschke) Bridge –439 total lifts

In addition to the above, the Sewer and Bridge Section is responsible for maintenance of 466 miles of sanitary sewer, 516 miles of storm sewer, 33 sewer lift stations, 15 storm water sedimentation ponds and 16 storm water sedimentation units. Sewer Section maintenance responsibilities include but are not limited to:

1. Steaming and flushing culvert pipes
2. Recording flow levels at 17 industrial/commercial sewage metering stations
3. Cleaning sewer lift stations
4. Flushing dead-end sewers
5. Cleaning sanitary sewers
6. Cleaning storm sewer catch basins
7. Repairing manhole and sewer inlet structures
8. Cleaning and maintenance of stormwater and sanitary surge tank systems at Lambeau Field
9. Maintenance and cleaning of one (1) recreational vehicle sanitary dumping station
10. Installation, removal, repair, and maintenance of City-owned boat docks at the City marina downtown and Metro boat landing at the mouth of the Fox River
11. Assisting with the City's snow plowing functions as necessary
12. Assisting with the City's curbside lawn and garden waste collection program during the spring and fall of each year

During 2019, Sewers and Bridges Section completed the following tasks:

1. Inspected 933,288 feet of sanitary sewer
2. Televised 165,034 feet of sanitary pipe
3. Cleaned 257,377 feet of storm sewer
4. Recorded 201 industrial sewage meter readings
5. Responded to 184 sewer trouble calls
6. Cleaned 23,965 feet of sanitary sewer pipe on the special grease/trouble spot list four times during the year
7. Repaired 490 sewer structures

8. Located 12,639 City-owned sewers for excavation activities conducted by utility companies and contractors
9. Completed 1,334 sewer structure digital scans

DPW's goal is to clean the entire sanitary sewer system once every four (4) years using existing staffing and equipment. The current plan targets older sewers in the core of the City where more frequent sanitary issues occur; sewers in the core of the City are cleaned once every two (2) years. Newer sewers are intended to be cleaned at least once every four (4) years. The City is also utilizing contracted services to assist with sewer cleaning as necessary.

With the use of a device called an SLRAT (Sewer Line Rapid Assessment Tool) during the past several years, Sewer Section has greatly improved the efficiency and effectiveness of sewer cleaning operations above current goals. The SLRAT quickly identifies which sewer lines need cleaning before cleaning equipment is placed into the sewer pipe. This saves significant time and allows Sewer Section to clean only the pipes that need to be cleaned. Previously, all pipes were cleaned whether they needed it or not, which expended valuable time that could be spent cleaning sewers that actual needed cleaning.

Delays in pipe cleaning can lead to increased risk of sewer back-ups. The revised SLRAT sewer cleaning program now allows Sewer Section to visit all sanitary sewer pipes on approximately a two (2) year interval and clean those more often than prior to introduction of the SLRAT system. Prior to 2011, issues in the City's sewer system were responsible for approximately twenty-five percent (25%) of all sanitary sewer related issues. In 2019 that rate dropped to 7.06%, or 13 out of the 184 total calls for assistance.

TRAFFIC DIVISION

The Traffic Division of the Department of Public Works (DPW) is responsible for the study, engineering, design, installation, and maintenance of all City-owned traffic control systems and devices and roadway lighting systems. In addition, the Traffic Division is responsible for all traffic-related studies for the Department. These tasks are performed by (1) Traffic Engineering technical staff; (2) Street Section-Signing and Marking Shop; and (3) Traffic Division Electrical Section. Signing and Marking Shop and Electrical Section are managed through Operations Division, but their operations are funded through the Traffic Division budget. Activities of Signing and Marking Shop are reported in the Operations Division section of this report.

Traffic Engineering technical staff consists of one (1) Traffic Engineer, one (1) Traffic Engineering Technician, and two (2) Seasonal Engineering Aides (May through August). The Traffic Engineer reports to the Assistant Director of Public Works. The Traffic Engineering Technician and Seasonal Engineering Aides report to the Traffic Engineer.

The Traffic Engineer oversees day-to-day operation of the City's traffic signal systems including timings; determines appropriate intersection control; prepares and reviews engineering drawings and specifications for construction projects; conducts traffic studies (crash, speed zone, pedestrian, parking, street lighting, school zone, work zone, etc.); responds to complaints and

suggestions from the public, other City staff, and City Council members; represents DPW at City Traffic, Bicycle, and Pedestrian Commission meetings; assists Green Bay Police Department with public education and enforcement efforts; trains City staff on proper temporary work zone traffic control practices; reviews and authorizes oversize and overweight vehicle permits (single trip permits); assists in coordination of traffic-related work assignments for the Electrical Section and Signing and Marking Shop; and maintains the official City ordinance indexes related to traffic and parking regulations.

The Traffic Engineering Technician performs duties similar to the Traffic Engineer but expends more hands-on time with data collection, management of fieldwork assignments, real-time problem solving, CADD design, and associated mapping. The Traffic Engineering Technician also plans and coordinates DPW work activities for special events such as the Cellcom Marathon, Holiday Parade, Packers Home Games, July 4th Celebration, etc.; trains and supervises seasonal Traffic Engineering Aides; designs and administers both in-house pavement marking and contracted traffic signal repair programs; develops and maintains traffic maps and related records; designs public parking lots and on-street parking; functions in the capacity of the Traffic Engineer during their absence; and assists in the coordination of daily work activities of the Electrical Section and Signing and Marking Section.

The two (2) Seasonal Traffic Engineering Aides primarily conduct intersection turning movement traffic counts, assist in the maintenance of the City's street sign inventory system, assist in maintaining the official City traffic and parking ordinance indexes, inspect and document condition of City-owned street lighting systems, and conduct other engineering duties as assigned.

TRAFFIC SIGNAL AND STREET LIGHT REPAIR

Traffic signal and street lighting projects completed during 2019 are as follows:

1. Completed the full reconstruction of traffic signals at North Webster Avenue and Radisson Street (work began during 2018)
2. Full reconstruction of traffic signals at North Webster Avenue and University Avenue
3. New construction of the street lighting system on North Webster Avenue from University Avenue to Radisson Street
4. Street light base repair project on Main Street, Ontario Road, Velp Avenue, West Walnut Street, West Mason Street, and East Mason Street

During 2019, Traffic Division also completed numerous maintenance, repair, and improvement projects for DPW and other City facilities. Following is a list of the most significant of those projects:

1. Assisted with Common Council's adoption and implementation of the City's Safe Walk and Bike Plan
2. Planning/design of 2020 traffic signal repair projects along West Mason Street corridor
3. Planning/design of 2020 traffic signal LED replacement project along connecting highways within the City limits
4. Planning/design of 2020 Rail Yard street lighting
5. Planning/design of 2020 Legends District street lighting

6. Completed multiple STOP, traffic signal, adult crossing guard, speed, parking, and traffic safety studies; and implemented recommendations related to findings
7. Reviewed and approved Traffic Impact Analysis (TIA) reports associated with major private developments
8. Evaluated and incorporated traffic signal and streetlight details associated with update of the 2020 City Construction Standards and Specifications Manual
9. Completed annual intersection turning movement traffic counting program (39 signalized and/or study intersections)
10. Developed oversize-overweight permit process to accommodate heavy load delivery for Project Wolfpack
11. Evaluated and updated traffic signal timing programs
12. Performed structural inspection of all City-owned steel street light poles
13. Coordinated DPW activities related to special events and Packer game day traffic control
14. Assisted Water Utility with design and implementation of traffic control zones for water main repair projects
15. Participated in all Traffic, Bicycle, and Pedestrian Commission meetings, including preparation of meeting minutes and Council Reports, and implementation of ordinance text changes related to traffic and parking (ordinance book and sign installations)
16. Continued development of City-wide streetlight database
17. Continued development of City-wide sign database

ELECTRICAL SECTION

DPW Electrical Section consists of six (6) full-time Electricians and one (1) summer/seasonal Laborer. It also received assistance from other DPW sections throughout the year as needed. Electrical Section is responsible for the maintenance and repair of City-owned streetlight, traffic signal, and data transmission equipment at 103 intersections and 27 flashing beacon installations. The Electrical Section is also responsible for maintenance of electrical equipment in all City-owned buildings, parks, parking ramps, 33 sewer lift stations, the City Deck, and the Main Street Bridge over the Fox River. The other two lift bridges over the Fox River are owned by the State of Wisconsin and maintained through WisDOT. In addition, Electrical Section installs and maintains a network of City-owned data transmission and traffic signal coordination networks.

The Electrical Section is instrumental in reducing City costs by performing services for all City departments, ranging from design/installation to maintenance/repair of City-owned electrical systems. Items maintained by Electrical Section include but are not limited to traffic signals, roadway lights, walkway lights, parking access and revenue control systems (PARCS) equipment, lighting controls, electrical power distribution systems, data cable networks, sewer lift stations, amusement park rides, building electrical services, HVAC equipment, and other commercial equipment, as well as project planning and plan review for all of these systems.

During 2019, Electrical Section completed numerous projects of varying size and complexity. Following is a list of the most significant Electrical Section projects:

DPW PROJECTS

1. Completed 40 traffic signal controller inspections and conflict monitor tests for City of Green Bay and City of De Pere traffic signals per Federal requirement
2. Repaired and/or replaced approximately 150 damaged traffic signals and traffic signal cable/wiring faults
3. Re-programmed numerous traffic signals and flashing beacon controllers to accommodate special events, road construction, school schedules, and other traffic needs
4. Assisted in planning and design of West Mason Street corridor traffic signal replacement contract
5. Per agreement, responded to numerous traffic signal repair requests for Brown County DPW and City of De Pere
6. Installed 1 traffic signal video vehicle detection system at Mason/Baird
7. Programmed traffic signal data communication equipment at Mason/Baird, Mason/Main, University/Clement, University Avenue/STH 54-57, University Avenue/University Way, University/Humboldt, and Walnut/Baird
8. Drafted and submitted incentive/rebate requests to WI Focus on Energy for energy saving lighting projects
9. Repaired numerous outlets for ornamental lighting and Christmas decorations
10. Repaired and/or replaced many streetlight fixtures and streetlight poles
11. Assisted with planning and design of sewer lift stations, lighting systems, and traffic signal systems
12. Assisted Utility Division with numerous sewer lift station repairs
13. Installed electrical service cables for a new back-up power system on Main Street Bridge
14. Upgraded numerous exterior and interior lighting to LED technology
15. Assisted with programming of new architectural bridge lighting systems on Main and Walnut Street Bridges
16. Maintained and repaired new LED lighting and wireless lighting control system in Cherry Street Ramp
17. Removed and re-installed numerous light fixtures to accommodate parking ramp repair contractor activity
18. Repaired numerous control system faults on Main Street Bridge
19. Reviewed and/or marked approximately 12,000 Digger's Hotline underground facility identification requests
20. Updated and maintained electrical hardware, specifications, traffic signal control, and traffic signal inspection databases
21. Assisted with wiring of new Utility Division mobile generator system
22. Upgraded and re-programmed sewer lift station SCADA radio communication system
23. Repaired lighting control panels and network controls at 2 parking ramps
24. Labeled streetlight poles and updated streetlight pole inventory
25. Added electrical wiring and equipment at Yard Waste Sites for new yard waste tub grinder heating system
26. Installed and maintained various electrical systems for yard waste tub grinder operation
27. Maintained inventory for traffic signal equipment
28. Assisted with splicing of fiber optic data cable at numerous locations
29. Re-located street lighting controller and electrical service on Velp Avenue
30. Assisted with planning and design of LED traffic signal replacement projects on connecting highways

31. Updated 2 traffic signal systems with new wiring and terminations
32. Assisted with planning and inspection of Webster and University Avenue corridor traffic signal and streetlight system upgrades

PROJECTS FOR OTHER CITY DEPARTMENTS

1. Assisted with construction of new Big Wheel ride at Bay Beach
2. Replaced 3 large electrical heaters at various parking ramps
3. Replaced 1 electrical service panel at Main Street Parking Ramp
4. Installed electrical service and back panel for baseball field lighting project at Beaver Dam Park
5. Assisted with planning and specifications of Colburn Pool bathhouse and concessions building projects
6. Performed numerous equipment repairs at Bay Beach, Wildlife Sanctuary, and City parks
7. Completed numerous remodeling and repair projects for Fire Department
8. Installed power systems for 2 new public warning system sirens
9. Assisted with construction of new sewer lift station at Lincoln/Mary
10. Installed electrical wiring and lighting systems for numerous remodeling projects
11. Maintained network-controlled lighting system for City Deck
12. Installed new light poles with LED lights in Whitney Park

COMMUNICATIONS AND ELECTRONICS SECTION

The Communications and Electronics Section consists of one (1) Communications and Electronics Technician. This section is managed by Operations Division and funded by Traffic Division. Communications and Electronics Section is responsible for the specification, installation, maintenance, and repair of City-owned two-way radio equipment, public address systems, and some closed circuit video systems. Equipment responsibilities include all City departments, Green Bay Metro Transit system, Green Bay Water Utility, and the Brown County Drug Task Force. Most Police Department radio equipment is installed and serviced by others. Two-way radio equipment maintained by Communications and Electronics Section includes:

- 6 Radio repeater systems
- 62 Control bases
- 26 Mobile data terminals
- 71 Radio remote units
- 534 Mobile radios
- 504 Portable radios
- Numerous radio antennas, cabling, and transmission lines

The Communications and Electronics Section also works with the I.T. Department on telecommunications system and data transfer issues as requested.

During 2019, the Communications and Electronics Section responded to 200 official service requests in addition to miscellaneous repairs that occur every business day. Equipment service begins at the time of initial installation and continues with planned maintenance, re-programming, and repairs necessary to keep it functioning. Repair requests are handled predominantly in-house. Warranty repairs are sent to the manufacturer or an authorized vendor. Some non-warranty repairs are sent to outside vendors due to limited time/resources during high volume work periods.

Operations Division Communications and Electronics Section completed numerous repairs and projects during 2019. Following is a list of the most significant Communications and Electronics Section projects:

1. Researched, specified, and coordinated replacement of entire Parks Department analog radio system with all new digital radio equipment, including all base station, antenna, cables, portable radio, and mobile radio equipment
2. Reprogrammed and updated software/firmware for 37 Fire Department portable radios
3. Reconditioned hundreds of portable radio batteries to extend battery life and minimize battery replacement costs
4. Upgraded communications and P.A. system equipment for Fire Department
5. Researched and upgraded mobile data radio antennas for Fire Department
6. Participated on the Fire Department Vehicle Committee to reduce mobile radio equipment placement and installation issues associated with new vehicles built off-site
7. Installed and programmed data and communication equipment in 5 new Fire Department vehicles
8. Assisted Electrical Section with SCADA sewer lift station communication equipment issues
9. Installed and programmed data and communication equipment in new buses for Transit Department
10. Upgraded and replaced exterior antennas for DPW
11. Upgraded all mobile radio handsets for Transit Department
12. Consulted with Fire Department and vehicle manufacturer on proper design and installation of data and communication equipment in 2 new rescue squads
13. Researched and purchased new hearing protection equipment that incorporates radio communication capabilities for Forestry Department
14. Prepared all retired City radio and data equipment for proper re-use, auction, or recycling

OPERATIONS DIVISION

The Operations Division of the Department of Public Works (DPW) is responsible for (1) maintenance of all City streets, alleys, and transportation-related amenities and appurtenances; (2) maintenance of flood control dikes; (3) collection and transportation of trash and residential recyclable material; and (4) acquisition, disposal, maintenance, and repair of all DPW equipment and vehicles. Operations Division consists of the Street Section, Sanitation Section, Motor Equipment Section, Buildings and Grounds Section, and Administrative Section. The Operations Director leads activities of the Operations Division. Coordination of daily assignments is managed by a Superintendent in each section who reports to the Operations Director. Sewer and Bridge Section falls under the direction of DPW Utility Division and is led by the DPW Utility Director. Operations Division works with Sewer Section to assure that they have all resources necessary to complete daily tasks.

SANITATION SECTION

DPW Operations Division Sanitation Section is responsible for collection and transportation of most residential and some commercial solid waste generated within the corporate limits of Green Bay. Sanitation Section operates five (5) trash collection routes per day on the east side of the

Fox River, five (5) trash collection routes per day on the west side of the Fox River, and two (2) bulky residential waste collection sites. An average of 520 tons of tipper cart and bulk trash (27,256 total tons) were collected each week by DPW and delivered to the Brown County Transfer Station for land filling during 2019. In addition, a total of 6,644 tons of recyclables were also collected. The trash tipping fee (paid to bury trash in a landfill) was \$43.00 per ton for all of 2019.

Sanitation Section also removes white goods (refrigerators, stoves, washer, dryers, computers, televisions, etc.) at curbside for a fee. During 2019, only 112 appliances were removed at the request of residents. This is an increase over 2018 as the company that collected appliances at DPW locations discontinued this practice.

City of Green Bay ordinance does not allow refuse and recycling carts to be set out earlier than twelve (12) hours prior to the beginning and end of the scheduled day of collection. Trash and recycling tipper carts can legally be at the curb from noon on the day before collection until noon on the day after collection. Despite the legal 48-hour set-out window, DPW still finds and enforces violations of the early setout ordinance. When violations are identified, property owners are invoiced for DPW's actual cost of collection. Habitual violators can receive citations. Regular/routine enforcement continued throughout 2019 with 103 invoices sent for collection of early set-out trash and recycling.

With the use of tipper carts, bulk/special waste placed at the curb outside a tipper cart must be collected manually. Bulk/special waste includes but is not limited to concrete, roofing material, carpet/flooring, other construction/remodeling debris, and large household items such as mattresses and furniture. During 2019, 1,814 bulk stops were recorded for construction material and bulky waste. Fees for collection of loose waste placed to the curb during 2019 were charged at the following rates:

- Up to three (3) cubic yards of household waste per address per project - \$80
- Three (3) to ten (10) cubic yards of household waste per address per project - \$160
- Over ten (10) cubic yards of household waste per address per project - \$240

The above rates help offset the cost of curbside bulk/special waste collections, which are above and beyond the standard scope of sanitation services offered by DPW.

As noted above, DPW maintains two (2) bulky waste drop-off centers for large-sized household waste items. The bulky waste drop-off sites accept ONLY bulk waste from typical household activity. Waste left at the sites must be (1) too large to fit in the trash tipper cart and (2) non-construction debris. Bagged household waste is NOT accepted at these sites. If household waste is small enough to fit in a trash bag, then it must be (1) placed in the tipper cart; (2) brought to the Brown County transfer station; or (3) held until one of the City's four (4) annual curbside overflow trash collection weeks.

During 2019, a total of 1,758 tons of bulk waste and construction/demolition/remodeling debris was collected from the bulky waste drop-off centers and curbside from 1,814 stops. The City's total bulk waste collection volume remained basically unchanged from 2018 to 2019.

Residential recycling of paper, cardboard, plastic, glass, tin, and aluminum is mandatory (by law) in the State of Wisconsin. All City residents are required to separate recyclable material from other solid waste and place it in a City-approved recycling container for collection and proper processing. Sanitation Section operates six (6) recycling routes on the east side of the Fox River and six (6) recycling routes on the west side of the Fox River to provide weekly collection service to residents. Recycling collection alternates with a bi-weekly collection on each side of the Fox River. During 2019, DPW collected 6,644 tons of recyclable material through its curbside collection program.

Prior to the introduction of recycling carts in 2014, 20.3% of solid waste collected by DPW was diverted to the recycling stream. That recycling rate peaked at 24.0% in 2014 and steadily declined to 20.8% in 2019. The 2019 recycling rate was down 0.3% from 2018. It is believed that recycling volume is going down primarily due to cost saving measures by manufacturers who are reducing the amount of material used to package goods for sale.

Revenue from recyclables collected during 2019 varied between negative \$20.00 per ton (charge to City) and negative \$34.00 per ton (charge to City) for an average of negative \$29.67 per ton (charge to City) over the entire year. Although the City paid to dispose of recyclable material all year, it paid 31% less than if it was diverted to a landfill. Also, recycling helps the environment by reducing the need for natural resources in the manufacturing industry.

Recycling revenue rates fluctuate with market values for plastic, aluminum, paper, cardboard, and steel. During 2019, domestic recyclable market rates continued to be low. One major contributing factor is plastic recycling market volatility due to changes in import rules for foreign market recyclables. The United States exports a significant amount of recyclable material. So the domestic recycling market is affected by global recycling issues.

Sanitation Section also collects brush year-round as a DPW core service. Brush crews are not scheduled unless a full day's work is available. 12,833 brush stops were recorded in 2019. Brush is chipped and hauled to a City-operated yard waste center for processing and re-use.

During 2019, the City of Green Bay continued its yard waste-recycling program. This is a very popular program for City residents. DPW maintains and operates two (2) yard waste facilities for collection, processing, and constructive reuse of brush, and yard/garden waste. One yard waste facility is located on the west side of the City at 1470 Hurlbut Street. The other facility is located on the east side of the City at 2530 East Shore Drive. Both sites are open to the public from April to December daily from 8:00 a.m. to sunset. During winter months they are open only on Saturdays and Sundays from 8:00 a.m. to sunset.

The City's yard waste site process allows City of Green Bay residents to deliver their yard/garden waste and brush to the sites. DPW grinds the material on-site and places it in windrows for proper composting. The final compost product is made available at no charge to City of Green Bay residents. It is also sold to interested vendors, contractors, and other end users for use as ground cover, boiler fuel, topsoil supplement, and lawn/garden nutrient manufacturing.

DPW also maintains two (2) waste oil recycling centers for public use. The facilities are located at the West Side Municipal Garage (519 South Oneida Street) and at the East Side Municipal Garage (1820 Mills Street). Both locations are available to the public year-round 24/7/365. The waste oil recycling sites are available only for City of Green Bay residents. The sites accept engine oil, transmission fluid, power steering fluid, hydraulic oil, gear oil, and other lubricants. Gasoline, fuel oil, and brake fluid cannot be left at the waste oil recycling centers. DPW monitors waste and recycling facilities for compliance. Violators and non-residents are turned away, invoiced for services, and/or issued citations.

DPW Operations Division Sanitation Section, upon request from City of Green Bay Inspection Department, also cleaned up 181 nuisance properties and secured 41 vacant properties during 2019. This activity is completed through a cooperative inter-departmental effort with Inspection Division to keep the City clean and sanitary.

MOTOR EQUIPMENT SECTION

DPW Operations Division Motor Equipment Section is responsible for specification, acquisition, maintenance, repair, and disposal of all DPW equipment. Preventative maintenance and repair is performed on a wide variety of vehicles and equipment including but not limited to road graders, front end loaders, dump trucks, garbage compactor units, recycling trucks, excavators, leaf vacuums, tub grinder, tractors, street sweepers, brush chippers, pickup trucks, vans, automobiles, chain saws, lawn mowers, and weed eaters. Repairs are also made to equipment from other City departments on a time and materials basis. Thirteen (13) Mechanics and two (2) Parts Clerks are involved in DPW's equipment repair and maintenance process. The Motor Equipment Section is also responsible for seasonal change-over of equipment for snow and ice control, leaf collection, street cleaning, and other projects completed by DPW.

During 2019, DPW vehicles consumed 206,055 gallons of diesel fuel; 29,792 gallons of unleaded gasoline; 1,771 gallons of motor oil; 1,596 gallons of hydraulic fluid; 82 gallons of transmission fluid; 382 gallons of antifreeze; 1,080 pounds of grease; and 91 gallons of gear oil were dispensed. Engine oil usage is down from previous years due to an oil sampling program and resulting changes in DPW's preventive maintenance program discussed above. Grease usage is up over previous years due to increased training and activity in maintenance of equipment with grease fittings and moving parts.

Motor Equipment Section is also responsible for preparing specifications for the purchase of new and replacement equipment each year. After new equipment is received, it is verified that it meets all bid specifications. The 2019 DPW equipment replacement program involved specification, build coordination, acquisition, and inspection of the following equipment and vehicles:

- 1 Combination jet/vacuum sewer truck
- 1 3/4 ton pickup truck with power lift gate
- 1 Full sized van
- 1 Sewer inspection camera system
- 1 Sewer inspection assessment tool
- 2 Diesel powered trailer mounted dewatering pumps

DPW's equipment preventative maintenance program includes a computerized asset management system to (1) record parts and labor expended on each piece of equipment; (2) identify mechanical issues; (3) report when equipment needs to be serviced; (4) manage life-cycle costs; and (5) determine when equipment should be replaced. An in-house engine oil testing program is also in place, which includes oil-sampling at prescribed maintenance intervals. Used oil testing identifies many things about internal combustion engine wear and efficiency. It also identified that DPW can safely extend the oil drain intervals for its fleet, which saves money in the preventative maintenance program.

DPW has seen a downward trend in equipment replacement associated with reduced funding available for equipment replacement and increasing purchase prices of commercial vehicles. Increasing prices are associated with updated technology and extended service life of modern equipment. DPW continues to do its best while working under a constrained equipment budget. Repairs continue to be made to older equipment until it is economically impractical or unsafe to maintain the equipment.

BUILDINGS AND GROUNDS SECTION

The Fleet Manager also serves as DPW's Buildings and Grounds Superintendent. The Buildings and Grounds Section currently includes a staff of four (4) Building Maintenance Technicians, with assistance from other DPW Operations Division sections as needed to complete projects. Building Maintenance Technicians work rotating shifts that provide 24/7/365 coverage for emergency response and proper care and maintenance of DPW facilities. Around-the-clock Building Maintenance Technician coverage provides DPW first responder assistance for emergencies such as sewer back-ups, snow/ice issues, water breaks, and Fire and Police Department emergency calls.

STREET SECTION

DPW Operations Division Street Section is responsible for maintenance of 456 centerline miles of street, 23 miles of alley, 4 miles of flood-control dike, and 2 yard waste centers. Maintenance responsibility for this infrastructure includes but is not limited to snow plowing, snow removal, ice control, street sweeping, dust control, leaf collection, pavement repair, street amenity maintenance and repair, joint and crack sealing, ditch cleaning, rural roadway shoulder repair, greenway clearing and cleaning, grass/weed cutting, downtown banner/flag/Christmas decoration maintenance, and other labor tasks associated with maintaining items located within City street right-of-way. Street Section is also responsible for daily supervision of the Signing and Marking Shop. Signing and Marking Shop is a subsection of Street Section but conducts work as assigned by Traffic Division.

During 2019, Operations Division Street Section completed numerous projects. Following is a list of the most significant Street Section projects:

1. Completed 16 (City-wide) snow plow operations
2. Completed 39 (arterial and collector street) snow/ice control operations
3. Cleared 3,341 storm water inlets to facilitate drainage of melting snow and ice

4. Collected over 100,000 cubic yards of curbside yard and garden waste and processed it into compost at the two yard waste sites
5. Completed 4 spring curbside yard and garden waste collection rotations
6. Completed 5 fall curbside yard and garden waste rotations, making 2,079 bales of leaves
7. Applied 51,000 pounds of rubberized pavement joint and crack filling compound to asphalt and concrete roadways
8. Applied 160,020 pounds of polymer mastic pavement repair compound to concrete roadways
9. Repaired 470 roadway excavation cuts (1,972 tons of asphalt) resulting from sewer and water repairs and maintained all records for proper invoicing
10. Repaired 187 mailboxes damaged during winter operations
11. Repaired 7 crash-damaged beam guard rails
12. Removed branches, garbage, and debris and cut foliage and overgrowth 2 times from 53 greenway (natural drainage) sites and 74 culvert locations
13. Filled 21,481 potholes with both special cold mix and standard hot mix asphalt
14. Swept the equivalent of 17,716 miles of street, sweeping the City completely 17 times and emptying street sweeper hoppers 3,415 times. USEPA and WIDNR mandate street sweeping to remove sediment that can be washed off roadways and into rivers, lakes, and streams. Those particles remain suspended in the lakes and streams and do not settle out.
15. Repaired rural roadway shoulders using salvaged millings and gravel with a shouldering machine. Rural roadway shoulders are re-graded to protect the edge of the blacktop pavement from crumbling and cracking.
16. Repaired top cover on two closed landfills located on Danz and North Military Avenues. Top cover restoration required 3,000 cubic yards of fill and many hours of grading and seeding.
17. Filled 4,000 sandbags for use during high water/flooding issues. Sandbags are also used for barricade weights when wind currents are strong.
18. Installed and maintained 1,250 feet of snow fence at 5 locations and vehicle sandboxes at 7 locations throughout the City
19. Trimmed overgrown trees and brush in alleys to accommodate safe and efficient maintenance activities and traffic flow
20. Repaired numerous terraces due to inadvertent leaf collection and/or snow plow damage
21. Organized and hosted the APWA Wisconsin Chapter Snow Plow Roadeo
22. Organized and managed contract weed control for select pavement joints and medians
23. Completed 8 rounds of grass cutting on City properties under DPW maintenance. Some areas required cutting more frequently.
24. Tagged 1,017 parcels/properties for long grass or weed complaints, cut 336 noncompliant properties, and generated \$74,835 in revenue
25. Cleared snow/ice on 230 non-compliant properties and generated \$27,983 in revenue
26. Provided traffic control for 12 Green Bay Packer football games (2 pre-season, 1 family night, 8 regular season, and 1 playoff)
27. Secured numerous properties for RDA, Police Department, and Inspection Department

28. Assisted other City departments with projects that needed specialized DPW equipment and operators
29. Shoveled all intersections crosswalks numerous times throughout the winter that are staffed by Police Department crossing guards to make the areas safer for children
30. Assisted with set-up and removal of numerous large and small special events
31. Completed 2 seasonal changeovers for Christmas decorations and July 4th celebrations, including 200 banner, 65 flag, 160 Christmas decoration locations, and the County Peace Tree installation and removal
32. Re-finished all snow plows and plow wings, including rust removal, sanding, priming, and re-painting

SIGNING AND PAVEMENT MARKING SECTION

Signing and Pavement Marking Section is a sub-section of DPW-Operations Division Street Section. This section includes five (5) full-time employees, with help from other DPW full-time and seasonal/summer employees during the pavement marking season. Signing and Pavement Marking Section is responsible for installation and maintenance of all official traffic signing and pavement marking in the City. The section is also responsible for installing and maintaining work zone traffic control devices for DPW activities. Signing and Pavement Marking Section work orders are generated by both Traffic Division and Operations Division.

In addition to responsibilities noted above, the Signing and Pavement Marking Section also maintains pavement markings for the communities of Allouez, De Pere, and Bellevue through inter-governmental agreements. Those communities reimburse the City of Green Bay for material, equipment usage, and labor required to complete pavement marking work. The City of De Pere began its inter-governmental pavement marking agreement with the City in 1989. The Village of Bellevue began its inter-governmental pavement marking agreement with the City in 2010. The Village of Allouez began its inter-governmental pavement marking agreement with the City in 2015.

During 2019, Signing and Pavement Marking Section applied 7,080 gallons of pavement marking paint and 40,000 pounds of reflective glass beads. These materials were used to mark 58 miles of De Pere streets, 15 miles of Bellevue Streets, and 315 miles of Green Bay streets. Green Bay pavement marking tasks including painting 339 intersections with crosswalks, 117 school legends, 110 intersections with stop bars, 33 directional arrows, and 0 bicycle symbols. Bike symbols were not completed due to lack of adequate summer/seasonal help. This section also installed and replaced approximately 2,497 signs due to normal replacement, traffic crash repair, and vandalism.

City of Green Bay-DPW exclusively uses 3M Corporation Diamond Grade high visibility retro-reflective sign sheeting (DG³ sheeting) exclusively for all new and replacement traffic signs. This material has proven supreme durability, longevity, visibility, and motorist guidance during both daytime and nighttime hours compared to similar products from other manufacturers.

In 2009, the technique of relief grinding concrete pavement prior to painting was employed to extend the life of pavement markings in safety-sensitive areas such as curves and dedicated turn lanes. Although more time consuming than just re-painting, this process allows less wear from vehicle tires

and snow plows by recessing pavement markings slightly below the surface. This translates into longer pavement marking life. The use of thermoplastic (hot-applied) and epoxy pavement markings is also employed at high traffic locations as budget allows. Thermoplastic and epoxy provide high resistance to wear and abrasion and provide a longer service life than paint. Signing and Marking Section also uses high-solids long-life pavement marking paint for crosswalks and stop bars where vehicles make stopping and turning movements on the pavement markings.

Traffic signs continue to be installed using a unique break-away V-loc™ system. This installation method causes less damage to vehicles and sign assemblies during collisions and makes sign post repair/replacement less labor-intensive and less costly. V-loc™ sign installations are less expensive to replace because the part of the assembly in the ground typically sustains no damage, and the post breaks away saving the sign from damage oftentimes. All traffic signs that have a high risk of impact (like KEEP RIGHT signs in medians) are installed using the V-loc™ system.

In addition to the above activities, the Signs and Marking Section completed numerous traffic counts and 98 traffic control/barricading projects during 2019. Signs and Marking Section installs and maintains barricades and traffic control devices for all Green Bay Packers home games, as well as street closures for Artstreet, July 4, Holiday Parade, weekly Farmer's Markets during summer months, other special events, and DPW maintenance activities that occur within public street right-of-way. Signs and Marking Section also assisted Planning Department by installing multiple Neighborhood Association identification signs.

PARKING SYSTEM DIVISION

Green Bay's Parking System Division is a financially stand-alone subdivision of the Department of Public Works. Parking Division is not funded through the City's tax levy program. Its operating expenses are generated only through user fees and citation revenue. Parking Division operates four (4) parking ramps (Main Street Ramp, Pine Street Ramp, Cherry Street Ramp, and River Ramp) containing a total of 3,486 stalls and one off-street parking facility (Adams Street Lot) containing 122 stalls in the core of the downtown area. In addition, Parking Division owns and/or operates 16 parking lots with a total of 1,060 total stalls and 745 metered stalls in and adjacent to the downtown area.

Parking Division is led by the Parking Manager who develops and oversees budget, agreements, policies, strategic planning, and practices of the division. A Parking Division Superintendent oversees and coordinates daily field activities including facility and equipment maintenance, parking enforcement, security, safety, and training. The current Parking Division Superintendent replaces a 30+ years-of-service Superintendent who retired in March of 2019. An Administrative Division Supervisor oversees office staff, coordinates processing of revenue and citations, and manages established parking agreements. Parking Division field operations consists of 20 employees comprised of supervisory, clerical, enforcement, building/equipment maintenance, and summer seasonal staff.

Parking Division is responsible for operation and maintenance of all City-owned off-street parking facilities, on-street meters, and enforcement of the City's parking ordinances. As noted above, only

revenue collected through Parking Division activity covers operating expenses. Tax levy funding does not go to Parking Division. During 2019, Parking Division collected revenue in the following amounts:

<u>Revenue Source</u>	<u>2019 Revenue</u>
Parking ramps	\$1,649,695
Parking lots	468,572
Parking meters	339,912
Parking citations	937,196
Interest	0
Service fees	7,326
Miscellaneous	6,052
TOTAL:	\$3,408,753

Due to ongoing developments and business retention activities, it is important for Parking Division to keep up with downtown parking issues and needs. To assist in this area, Parking Division maintains a strong working relationship with business groups such as Downtown Green Bay, Inc. (DGBI), Olde Main Street, Inc. (OMSI), and On Broadway, Inc. (OBI). These relationships help to (1) supplement public relations with business owners/operators and parking patrons, and (2) cooperatively educate the public on parking rules and initiatives.

During 2013, Parking Division sanctioned a downtown parking study to identify functions that can be improved and document trends and needs for future parking in the downtown area. The study's report was approved, and a ten-year action plan was drafted in 2014 to effectuate recommendations of the study. In 2018, the last of the study's recommendations were presented and acted upon by Council. Overall, some study recommendations were implemented and some were not. One study recommendation that was approved but not completed yet is to identify a feasible site for a new parking ramp in the northern part of downtown. Parking Division continues to closely monitor downtown parking trends in association with the search for an acceptable parking ramp site. When a future parking ramp site is identified, a plan for construction will be made. However, industry norm is to update a ten-year plan before the ten-year period has expired. Since it has been seven (7) years since the last parking study was completed, Parking Division has programmed funding in its 2020 budget to update its downtown parking study. By the time the study is complete and recommendations would be ready for action, it will be close at the nine-year mark.

In June of 2017, Parking Division implemented a pay-by-phone parking fee payment program. The pay-by-phone app that was implemented (Passport, Inc.) is very popular in the parking industry because most people do not carry large amounts of cash and change with them anymore. A pay-by-phone app provides parking patrons with the following benefits:

- 1) Pay parking fees through a Smartphone app
- 2) Eliminate the need to carry cash for parking meters
- 3) Provide receipts for those who need them for tax or business purposes
- 4) Receive text messages prior to parking session expiration to reduce the possibility of receiving parking citations

Although the pay-by-phone parking program does not allow parking meter sessions to be extended past the maximum parking zone time limit (per City ordinance), additional time can be added to a parking session remotely if the parking meter was paid for the zone's maximum time limits when the vehicle was initially parked. The pay-by-phone app also notifies parking patrons of expiration of pending parking session so they can avoid parking citations. Adams Street Lot parking is not time limited, so parking sessions can be extended as many times as needed.

The pay-by-phone program also reduces Parking Division staff time associated with collecting coins from parking meters. Following is a summary of Passport pay-by-phone parking app activity over the past 3 years.

YEAR	TRANSACTION COUNT	REVENUE	NOTE
2017	30,534	\$56,845	Partial year (start-up)
2018	42,586	\$77,829	Full year of use
2019	53,660	\$94,388	Full year of use

Regionally, the Cities of Appleton and Fond du Lac have also implemented a pay-by-phone parking program using the same company (Passport, Inc.). This allows parking patrons in these communities to use the same app on their phone but still keep transactions for each community separate.

Associated with its commitment to provide clean and safe parking facilities to the citizens and visitors of Green Bay, Parking Division let a contract for \$539,700 during 2019 for structural repair of the Pine Street Ramps. \$263,460 of the contract was completed before winter of 2019/20 began. The remainder of that project will be completed in the spring of 2020.

Repair of deteriorated parking ramp concrete and installation of traffic wear coatings over those repaired areas (1) minimizes future deterioration and (2) maximizes traction for pedestrians and vehicles under all weather conditions. In addition to surface repairs, Parking Division maintains an aggressive effort of high pressure power washing, painting, litter control, spider/bug control, and landscape maintenance in parking ramps to prolong their life.

One of Parking Division's significant maintenance challenges during 2019 continued to be maintenance of River Ramp, which Parking Division started managing for the owner in 2015. River Ramp is a 160-stall private parking ramp built in 2011 in association with the Watermark and Children's Museum Buildings. It was built without PARCS equipment, so access and revenue control cannot be managed like a typical parking ramp. River Ramp parking is managed with a mix of signed/dedicated parking stalls, hang tags, parking meters, and enforcement. During 2018, River Ramp was sold to a new private owner. Parking Division has now established a new management agreement with updated terms.

For 2019, Parking Division budgeted for a new citation issuance equipment and data management system. A vendor (Passport Labs, Inc.) was selected, and the system went live on July 22, 2019. The new system adds the following benefits to parking patrons:

- 1) Online viewing and payment of parking citations
- 2) Online viewing and payment of monthly rental fees

- 3) Immediate (real-time) upload of parking citation data. The current system only updated itself five times per week.

The new citation management system improves unpaid parking citation collection procedures and allows enforcement staff to include high quality pictures in the citation database for visual evidence of any infraction.

During 2019, Parking Division also completed numerous projects in addition to those noted above. Following is a list of the most significant Parking Division projects:

- 1) Issued parking citations as follows:

<u>QUANTITY</u>	<u>DESCRIPTION</u>
10,628	\$15 = expired meter and time zone violations
17,695	\$25 = no permit, no parking, night parking violations
3,004	\$35 = tow zone, fire hydrant, snow emergency and trespass parking violations
77	\$100 = heavy vehicle night parking violations
692	\$150 = handicap parking violations
TOTAL= 32,096	TOTAL REVENUE = \$937,196

- 2) All property owners who invite Parking Division onto their property for parking enforcement were contacted, and enforcement agreements were updated.
- 3) Collaborated with Green Bay Area Public Schools to improve school signing and parking compliance and reduce complaints and confusion for staff, students, and parents
- 4) Transitioned to a new citation issuance and back office management system, including new ticket writing hardware and software and new back office management software system
- 5) Upgraded all lights in Main Street Ramp from fluorescent to LED and made improvements to the electrical system in that facility (built in 1976)
- 6) Replaced exterior fire extinguisher boxes and re-finished citation fine collection boxes
- 7) Maintained the pedestrian skywalk connecting Main Street Ramp to the KI Convention Center, including repairs as necessary
- 8) Re-painted pavement markings in all parking ramps and lots
- 9) Completed 20 snow/ice control operations and eight (8) plow events that had snow accumulation of over three (3) inches. Each snow operation includes clearing snow from parking lots, sidewalks, ramps, stairs, and elevator landings. It also requires removing snow from ramp interiors, applying ice control agents, hauling snow from ramp roofs, and maintaining pathways between the street and parking meters.

ADMINISTRATIVE DIVISION

Under the administration of the Director of Public Works, the Administrative Division provides necessary budget management, payroll, parking citation and rental management, and clerical support services for the Department of Public Works. The employees in this division track finances and complete administrative and clerical tasks requested by members of the City's largest department. In some instances, staff members generate and prepare their own daily assignments

within prescribed policies and procedures of the department. Duties performed by the division include:

1. Tracking general and specialized accounts from 3 revenue-generated budgets, a tax-generated budget, and from federal and state grants;
2. Administering bi-weekly payrolls, workers compensation, and from tax-based budget and 3 revenue-generated budgets for departmental employees;
3. Generating, organizing, processing, distributing, and maintaining a variety of written departmental materials;
4. Selling solid waste/recycling containers;
5. Updating and distributing contractual bidding documents;
6. Preparing requisitions, change orders, and receiving on payments owed;
7. Processing and distributing meeting agendas and minutes for alderpersons and citizen member committees and commissions supervising the department;
8. Directing incoming callers and persons to appropriate staff;
9. Issuing permits for a variety of street and property work;
10. Issuing various invoices;
11. Processing documents for the purchase and payment of equipment, materials, tools, and supplies;
12. Keeping records of various monthly fees paid;
13. Tracking various records using databases and spreadsheets;
14. Generating and maintaining public notices and newsworthy items on the Department's website and official newspaper;
15. Issuing monthly parking passes and collecting of parking citations and monthly fees; and
16. Applying for, maintaining records for, and meeting reporting requirements for intergovernmental revenues.

2019 PUBLIC WORKS BUDGET

<u>ACCOUNT</u>	<u>SECTION</u>	<u>AMOUNT</u>
101 50 500	Engineering	\$ 1,252,722.00
101 50 503	Operations	12,917,432.00
101 50 504	Traffic	<u>3,602,720.07</u>
	TOTAL:	\$17,772,874.07
201 50 520	Sanitary Sewer District Budget	\$25,995,950.00
202 50 505	Parking Division	2,888,239.00
205 50 525	Storm Water Utility	6,135,971.00



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

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # P.7

To approve the request by Department of Public Works to temporarily suspend late fees and provide arrangements for payment plans for sanitary sewer bills for the duration of the declared emergency due to the COVID-19 pandemic, plus a period following the expiration of the declared emergency not to exceed 60 days, consistent with the actions taken by the Public Service Commission for their regulated utilities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # P.8

To approve the request by Brown County Drainage Board to adopt a new Intergovernmental Agreement for Surface Water Management for Drainage District No. 4.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # P.9

To hold until the April 29, 2020 Improvement and Services Committee meeting the request by Wisconsin Department of Transportation to enter into a Lift Bridge Maintenance Agreement for the Ray Nitschke (Main Street) Memorial Bridge.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # P.10

To approve the report of award of contract PAVEMENT 4-20 DOTY STREET RECONSTRUCTION to the low responsive bidder, Dorner, Inc., in the amount of \$3,751,956.86.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public PAVEMENT 4-20 DOTY STREET RECONSTRUCTION

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PAVEMENT 4-20 DOTY STREET RECONSTRUCTION

Tuesday, March 31, 2020

Contractor	Base Bid	Alternate	Bid Bond
DORNER, INC.	\$3,751,956.86	\$4,019,356.56	5%
PETERS CONCRETE CO.	\$3,828,285.89	\$3,989,479.94	5%
PTS CONTRACTORS, INC.	\$3,950,182.93	\$4,199,826.68	5%
SOPER GRADING & EXCAVATING LLC	\$3,962,615.23	\$3,996,134.37	5%
DEGROOT, INC.	\$4,040,487.74	\$4,294,189.22	5%
ADVANCE CONSTRUCTION, INC.	\$4,386,680.99	\$4,482,162.29	5%
Any questions, call 920-448-3100			



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

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # P.11

To approve to award the following contracts:

A. PAVEMENT REPAIR - 2020 to the low responsive bidder, Fischer-Ulman Construction, Inc., in the amount of \$1,354,485.

B. SEWERS 2-20 (INCLUDING WATER MAIN)

Part A to the low responsive bidder, Peters Concrete Co., in the amount of \$1,147,602.95.

Part B to the low responsive bidder, Advance Construction, Inc., in the amount of \$889,849.20.

Part C to the low responsive bidder, Advance Construction, Inc., in the amount of \$866,320.50.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public PAVEMENT REPAIR - 2020
2. Bid Summary - Public SEWERS 2-20 (INCLUDING WATER MAIN)

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PAVEMENT REPAIR - 2020

Tuesday, March 31, 2020

Contractor	Bid	Bid Bond
FISCHER-ULMAN CONSTRUCTION, INC.	\$1,354,485	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

SEWERS 2-20 (INCLUDING WATER MAIN)

Tuesday, April 7, 2020

Contractor	Part A	Part B	Part C	Bid Bond
PETERS CONCRETE CO.	\$1,147,602.95	No Bid	\$871,111.90	5%
JOSSART BROS., INC.	\$1,195,927.00	\$928,630.00	\$885,291.00	5%
ADVANCE CONSTRUCTION, INC.	\$1,227,493.60	\$889,849.20	\$866,320.50	5%
DORNER, INC.	\$1,291,296.50	\$1,045,029.00	\$934,086.50	5%
DEGROOT, INC.	\$1,320,874.77	\$982,903.45	\$907,177.94	5%
VINTON CONSTRUCTION CO.	\$1,564,167.70	\$1,274,098.92	No Bid	5%
Any questions, call 920-448-3100				



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

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # Q.I

To recommend Council waive the ordinance requirements for an outdoor licensed premise and to approve an application for a "Class B" Combination license by TNT Holdings LLC at 2511 W. Mason St. with a license premise description as "outdoor patio bar, storage room, walkin cooler, office, employee room, bar, sit-down area," (Currently licensed as Scoreboard Grille, LLC) Previously discussed at the March 23, 2020 meeting and referred back from the Common Council Meeting of April 1, 2020.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. floor plan-min
2. business security plan-min
3. application_compressed
4. outdoorpatio_2511 W. Mason



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

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # Q.2

To receive and place on file the Liquor Violation Report from the Police Department for April 6, 2020.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 19LiqVio
2. 20LiqVio
3. Report April 6 2020

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

April 21, 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

Bacon, Jaden T
Basten, Ana N
Blevons, Ruth M
Brunette, Nora F
Butterfield, Bradley S
Casey, Gina L
Davitt, Tiarra L
De Cleene, Breanna R
Harske, Morgan N
McHugh, Jennifer J
Montgomery, Austin T
Ponchaud, Casey M
Ristow, Lindsay M
Scherer, Becky J
Tessmann, Thomas E
Wagner, Stormey R
Wagner, Trent W
Wery, Alexander R



Report to the Green Bay Plan Commission

MEETING DATE

April 21, 2020

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # S.1

To create a Planned Unit Development (PUD) for the American Foods/Green Bay Dressed Beef campus, 544 Acme Street, subject to the draft Planned Unit Development (PUD). (Public Hearing held 04/13/2020)

BACKGROUND

Primary Address: 544 Acme Street

Reason for Request: To permit a plant expansion.

Alderperson/District: Ald. Craig Stevens

Surrounding Zoning and Land Uses:

SUBJECT PROPERTY: General Industrial (GI)/Light Industrial (LI), cattle processing

NORTH: General Commercial (CI) - Commercial uses

SOUTH: General Industrial (GI) - Industrial uses

EAST: Low Density Residential (RI) - Single-family homes

WEST: General Industrial (GI) - Industrial uses

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject area along University Avenue as Commercial and a Comprehensive Plan amendment was made in 2015, under CPA 15-01, to include parcels along North Henry Street and the east side of Lawrence Street to General Industrial and the balance of the American Foods/Green Bay Dressed Beef campus.

The subject area is shown in the Green Bay University Avenue Corridor Brownfields Redevelopment Plan. The plan recommends commercial uses along University Avenue with a transition to industrial uses to the south. This amendment is considered consistent with the Redevelopment Plan.

Report: The subject property is generally located south of University Avenue between Elizabeth Street and North Henry Street. The site has a long history as a cattle processing facility. The parcel contains approximately 14.75 acres and includes the recent street closures of Acme Street and Lawrence Street under SV 20-01 and PO 1-20. American Foods/Green Bay Dressed Beef acquired and removed several single family properties along North Henry Street to make way for the plant expansion. The American Foods/Green Bay Dressed Beef campus has a mix of General Industrial (GI), Light Industrial (LI) and General Commercial (CI) zoning.

The PUD is intended to permit the construction of a new “barn” with an increased capacity for cattle processing and alleviating daytime delivery congestion and traffic overflow. The proposed barn structure is approximately 45 ft. from the North Henry Street right-of-way and is approximately 60 ft. in overall height. The proposed structure will have a masonry east facing façade and will be color coordinated with the proposed 8 ft. high barrier wall along North Henry Street. The PUD will unify the campus with consistent zoning standards and while providing appropriate buffering to surrounding properties. A copy of the draft

PUD is attached within this agenda packet.

There is an emphasis to transition to the single-family homes along the east side of North Henry Street. That will be accomplished with a 22 ft. transitional yard along the west side of the North Henry Street right-of-way. Further details can be found in Exhibit B in the attached PUD. An existing industrial driveway along the North Henry Street right-of-way will remain and employee and truck deliveries will enter along Lawrence Street and exit Acme Street. The applicant is currently working with the City's Traffic Engineer regarding any impact to traffic along University Avenue and North Henry Street.

The applicant did conduct two separate neighborhood meeting on January 16, 2020 and January 25, 2020, to discuss the project with nearby property owners and residents. Barrier materials and landscaping along North Henry Street were designed with input received at the neighborhood meetings. Staff feels the proposed rezoning is compatible with the current and future land uses as reflected in the City's Comprehensive Plan. Ald. C. Stevens and adjacent property owners have been notified of the request. As of the drafting of this report, staff has received no objections or calls regarding this request.

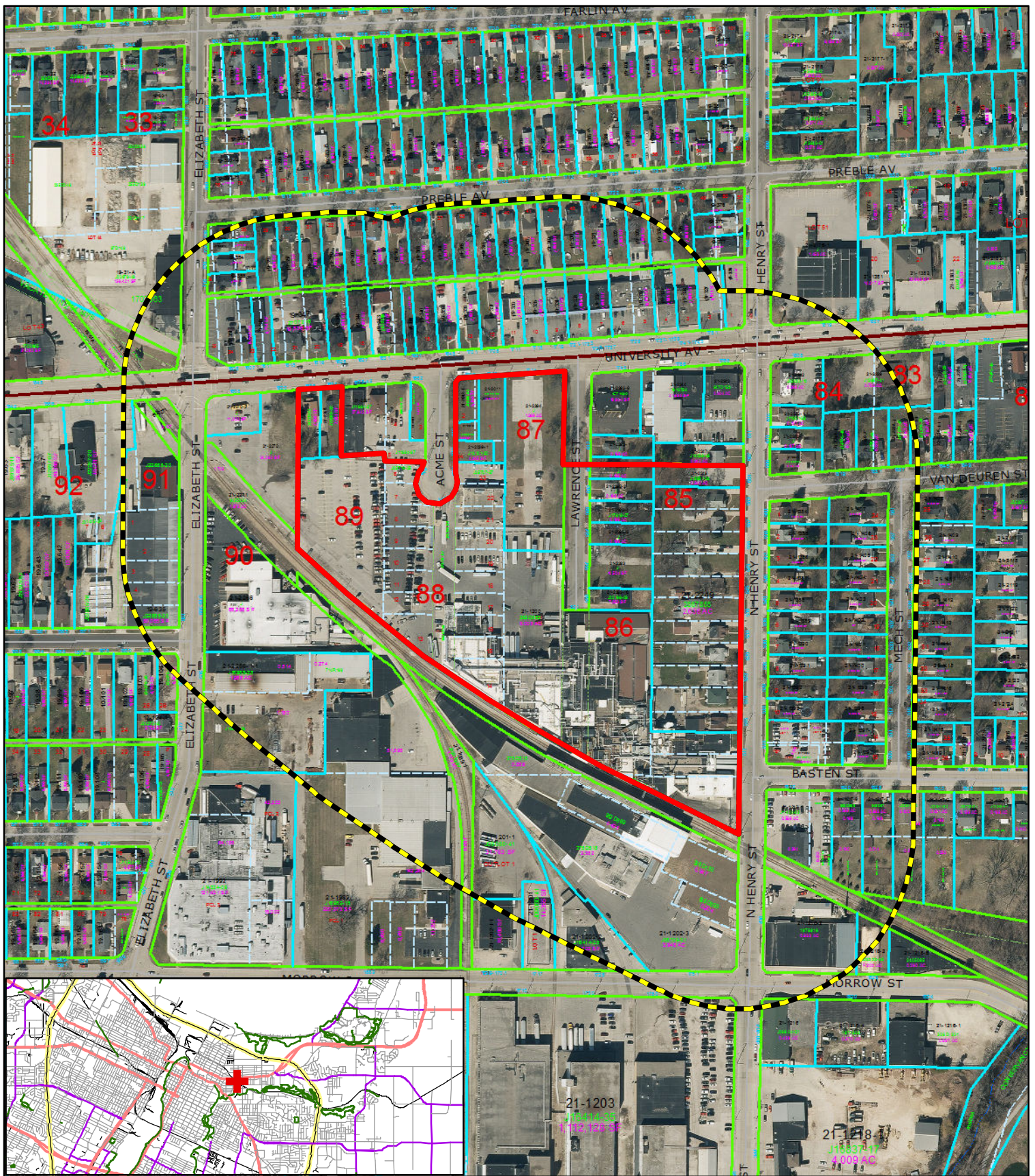
RECOMMENDATION

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

FISCAL IMPACT

ATTACHMENTS

1. ZP 20-05 letter
2. ZP 20-05 PUD Draft
3. Exhibit A_B



Zoning Petition (ZP 20-05)
Proposed Planned Unit Development (PUD)
544 Acme Street

- Subject Area
- 400' Property Owner Notice

0 5,000 10,000
 Feet



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

ZONING ORDINANCE NO. 00-20

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR
PROPERTIES LOCATED AT 544 ACME STREET
(ZP 20-05)

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 properties:

544 Acme Street

Tax Parcel: 21-1200

Legal Description: NEWBERRY'S ADDN #1 THE SLY 101.6 FT OF LOT 85 & THAT PART OF LOT 86 LYG NLY OF RR & LYG SLY OF A LINE DESC AS: COM NW COR N85°30'41"E 60.18 FT TH S 550 FT TO POB TH E 145.08 FT TO E/L & VAC LAWRENCE ST ADJ WLY & THAT PART OF NE1/4 SW1/4 & PART OF NW1/4 SE1/4 SEC 32 T24N R21E LYG NLY RR & SLY OF LOTS 85 & 86 & THAT PART OF LOT 87 LYG N OF RR & E OF HAEVER'S 2ND SUBD & LYG S OF S/L LOT 20 HAEVER'S 2ND SUBD EXTD ELY & THAT PART OF LOT 89 DESC IN 359 D 563 & ALSO HAEVER'S 2ND SUBD PART OF LOT 6 DESC IN J25719-25 & LOTS 7 THRU 23 EX J24996-08 & EX J24872-13 FOR ACME ST & THAT PART OF VAC ACME ST DESC IN 38 MR 254 & IN J23101-07 & IN J25255-09 8.005 acres

1710 University Avenue

Tax Parcel: 21-2011

Legal Description: HAEVERS 2ND SUBD LOT 1 EX W LY 8 FT & ELY 25 FT OF LOT 24 0.230 acres

616 Acme Street

Tax Parcel: 21-2012

Legal Description: HAEVERS 2ND SUBD LOT 2 & WLY 8 FT OF LOT 1 EX NLY 100 FT THEREOF 0.051 acres

1702 University Avenue

Tax Parcel: 21-2012-1

Legal Description: HAEVERS 2ND SUBD NLY 100 FT OF LOT 2 & NLY 100 FT OF WLY 8 FT OF LOT 1 EX J5221-21 FOR RD 0.118 acres

610 Acme Street

Tax Parcel: 21-2036-1

Legal Description: HAEVERS 2ND SUBD LOT 24 EX ELY 25 FT 0.099 acres

603 North Henry Street

Tax Parcel: 21-2248

Legal Description: NEWBERRYS ADDN SUBD #1 N 50.8 FT OF S 711.2 FT OF LOT 85 ALSO KNOWN AS PCL 6 AS SHOWN ON DIAGRAM IN 192 D 526 BCR 0.240 acres

515-563 North Henry Street

Tax Parcel: 21-2249

Legal Description: N 550.8 FT OF S 660.4 FT OF LOT 85 OF NEWBERRYS ADDN SUBD #1 ALSO KNOWN AS PCLS 7 THRU 17 AS SHOWN ON DIAGRAM IN 192 D 526 2.636 acres

554 Lawrence Street

Tax Parcel: 21-2263

Legal Description: NEWBERRYS ADDN SUBD #1 PRT LOT 86 COM NW COR ELY 60.18 FT S 400 FT TO BEG E 145.08 FT S 100 FT W 145.08 FT N 100 FT TO BEG 0.332 acres

602 Lawrence Street

Tax Parcel: 21-2263-2

Legal Description: NEWBERRYS ADDN SUBD #1 THAT PRT OF LOT 86 COM NW COR E 60.18 FT S 250 FT TO BEG E 144 FT S 50 FT W 144 FT N 50 FT TO BEG 0.166 acres

564 Lawrence Street

Tax Parcel: 21-2263-3

Legal Description: NEWBERRYS ADDN SUBD #1 THAT PRT OF LOT 86 COM NW COR N 85 DEG 30 FT 41 IN E 60.18 FT S 350 FT TO BEG E 145.08 FT S 50 FT W 145.08 FT N 50 FT TO BEG 0.16 acres

568 Lawrence Street

Tax Parcel: 21-2263-4

Legal Description: NEWBERRYS ADDN SUBD #1 THAT PRT OF LOT 86 COM NW COR E 60.18 FT S 300 FT TO BEG E 145.08 FT S 50 FT W 145.08 FT N 50 FT TO BEG 0.16 acres

606 Lawrence Street

Tax Parcel: 21-2263-5 (a portion of this existing lot is included in the proposed property)

Legal Description: NEWBERRYS ADDN SUBD #1 THAT PRT OF LOT 86 COM NW COR E 60.18 FT S 200 FT TO BEG E 145.08 FT S 50 FT W 145.08 FT N 50 FT TO BEG 0.166 acres

550 Lawrence Street

Tax Parcel: 21-2263-10

Legal Description: NEWBERRYS ADDN SUBD #1 PRT LOT 86 COM NW COR E 60.18 FT S 500 FT TO BEG E 145.08 FT S 50 FT W 145.08 FT N 50 FT TO BEG 0.166 acres

1714 University Avenue

Tax Parcel: 21-2264

Legal Description: NEWBERRYS ADDN SUBD #1 THAT PRT OF LOT 87 LYG N OF RR EX WLY 68 FT 2 IN & EXC PAR T LYING S OF S LINE OF LOT 20 HAEVERS 2ND ADD EXT ELY 1.2636 acres

1632 University Avenue

Tax Parcel: 21-2268

Legal Description: NEWBERRYS ADDN SUBD #1 W 50 FT OF E 150 FT OF N 160 FT OF LOT 89 0.183 acres

1626 University Avenue

Tax Parcel: 21-2269

Legal Description: NEWBERRYS ADDN SUBD #1 W 50 FT OF E 200 FT OF N 160 FT OF LOT 89 0.183 acres

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 purpose and intent of the Planned Unit Development (PUD) is to permit the construction of a new barn with an increased capacity for cattle processing and alleviating daytime delivery congestion and traffic overflow. The PUD will unify the campus with consistent zoning standards and while providing appropriate buffering to surrounding properties. The general appearance and design of the site shall generally comply with the attached Exhibits A & B.
- B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:
 - 1. Professional offices
 - 2. Animals or poultry - slaughter or processing.
 - 3. Any other accessory uses presently approved for Parcel 21-1200 shall be permitted to continue, including the existing private wastewater treatment plant.
- C. Dimensional and Area Requirements. Dimensional and area requirements for principle structures on the subject property shall be as required as follows:
 - 1. Setbacks Unless otherwise stated, setbacks shall exclude buildings and parking:
 - a. Front yard
 - 1. University Avenue (between Acme & Lawrence): 15 feet.
 - 2. University Avenue (west of Acme Street): 9 feet.

3. Acme Street and Lawrence Street: No less than 11 feet.
- b. Corner side yard setbacks (North Henry Street): 22 feet.
- c. Interior side yard:
 1. University Avenue, west of Acme Street: 1.0 feet
 2. North property line between Lawrence and North Henry Street: 3 feet.
- d. South property line with Wisconsin Central, Ltd.: 0 feet.
2. Heights of Structures: Principal buildings shall not exceed 60 feet in overall height.
3. Impervious Coverage: Impervious surfaces shall not exceed 93% of the site and may include interior lot landscaping as part of the calculation.
- D. Architecture. All building elevations shall generally comply with the following requirement:

Building materials. All building facades shall be designed with architecturally-finished materials. Durable materials, such as masonry or stucco, shall be used on all street-facing facades. All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design, unless the entire building is being renovated.
- E. Lighting. All lighting on the subject property shall be regulated as set forth in Section 13-500, Green Bay Municipal Code.
- F. Signage. All signage for the current project shall be regulated as follows:
 1. All signs shall be constructed and in compliance with Chapter 13-2004 Green Bay Zoning.
 2. Wall signs are permitted as allowed in Chapter 13-2011, Table 20-3, General Industrial (GI).
 3. A monument sign may be permitted along the North Henry Street right-of-way not to exceed 8 feet in overall height and not exceed 125 square feet per side or a total of 250 square feet for the entire sign. The sign may be internally illuminated and setback not less than 10 feet from the North Henry Street right-of-way.
 4. The existing, freestanding, monument style, identity sign facing University Avenue shall remain.
 5. Temporary signs complying with Green Bay Municipal Code, Section 13.2014 shall be allowed.
 6. Directional signs are not to exceed 12 square feet per sign face.

G. Site Plan Review & Standards

1. A site plan shall be submitted and review per Chapter 13-1800.
2. All service, loading and refuse areas shall be screened per Chapter 13-1813, Green Bay Zoning.
3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Chapter 13-1815, Green Bay Zoning.

H. Parking/Pedestrian Access.

1. All parking shall be regulated as required in Chapter 13-1700.
2. Tractor trailers delivering cattle or picking up product will ingress via Lawrence Street and egress via Acme Street.
3. Internal walkways and an existing internal skywalk separate trucks and other vehicles from pedestrians.
4. All bicycle parking shall be regulated as required in Chapter 13-1724, Green Bay Zoning Code.
5. Driveways/Curb-Cuts along North Henry Street
 - a. An existing gated driveway near the south end of the property will remain in place for infrequent delivery of supplies and other service vehicles.
 - b. An existing driveway will remain in place to access three existing loading docks.
 - c. A new, gated, driveway is proposed for infrequent delivery of supplies and other service vehicles. The driveway shall comply with the Green Bay Municipal Code, Section 13.1706.
 - d. Existing driveways associated with the former residential properties along North Henry Street shall be closed to city standards. Existing sidewalk shall remain in place.

I. Landscaping/Transitional Yard

1. A detailed landscape plan shall be submitted for review as part of the site plan review.
2. The landscape plan shall identifying the type and placement of all proposed plant materials and details regarding all transitional areas.
3. The transitional yard along North Henry Street shall conform to the general appearance per Exhibit B.
4. University Avenue

Trees and plantings shall be installed along University Avenue at the former 1626 and 1632 University addresses. Plantings will include two deciduous canopy trees (minimum caliper of 2”), 6 evergreens (minimum planting height of 4’) and 6 shrubs per 100’ of street frontage.
5. North Henry Street

Plantings will include two deciduous canopy trees (minimum caliper of 2”), 9 evergreens (minimum planting height of 4’) and 9 shrubs per 150’ of barrier wall. See the attached Exhibit B. The extensive landscaping and screening along North Henry Street is intended to act as a buffer with the residential district on the east side of the street.

The barrier shall consist of an 8' high panel wall mounted on a concrete retaining wall foundation. The wall will have areas of contrasting color and bump outs as shown on Figure 6, Barrier and Landscaping Plan. An 8' high wall shall also run along the north property line between North Henry Street and Lawrence Street with landscaping being added as necessary to provide separation from residential/commercial uses to the north.

6. Landscaping within any new parking lots shall comply the Green Bay Municipal Code, Section 13.1821. Existing parking lots will remain unchanged.
 7. Architectural lighting may be installed on the barrier wall along Henry Street. All new installations will be fully shielded fixtures.
 8. Two display areas for public art will be installed along North Henry Street.
- J. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 30, Green Bay Municipal Code.
- K. All parcels shall be consolidated consistent with Exhibit A.
- L. The applicant/property owner is to work with the City's Traffic Engineer to determine if a Traffic Impact Analysis (TIA) shall be completed or if other agreed measures may be taken by the applicant/property owner and the City of Green Bay to address any relevant traffic concerns.
- M. 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 Eric Genrich

ATTEST:

Clerk

Attachments:

Exhibit A – Conceptual Site Plan

Exhibit B – Landscape Plan

Exhibit A



1-23-2020

PROJECT:
**AMERICAN FOODS GROUP
BARN ADDITION**
544 ACME STREET
GREEN BAY, WI 54302

PROJECT NO.:

SHEET NO.:
C1

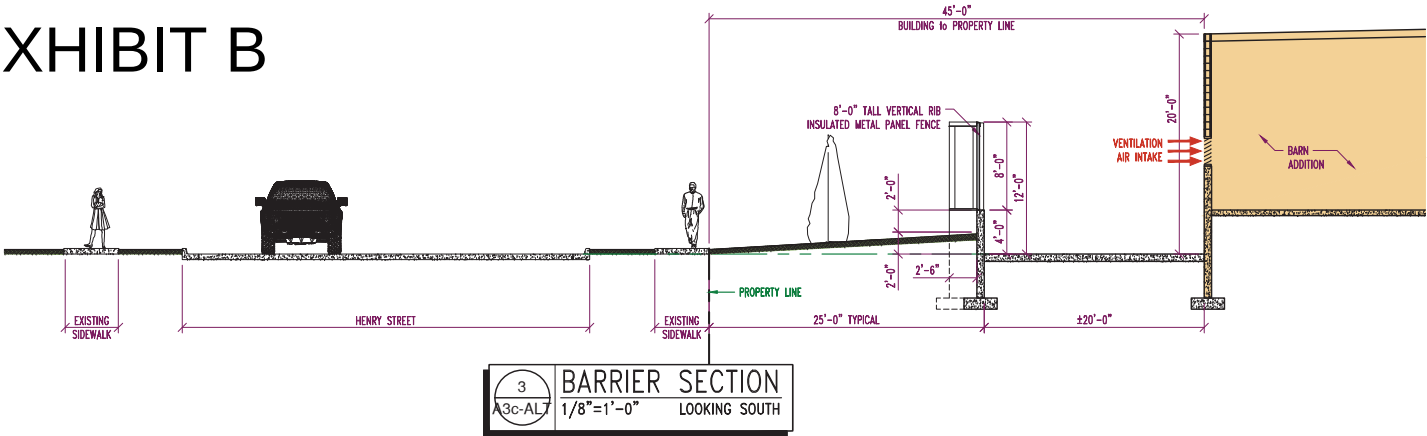
DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION
SCHUH
CONSTRUCTION, INC.
Established 1976
METAL BUILDINGS

State ID# 680499

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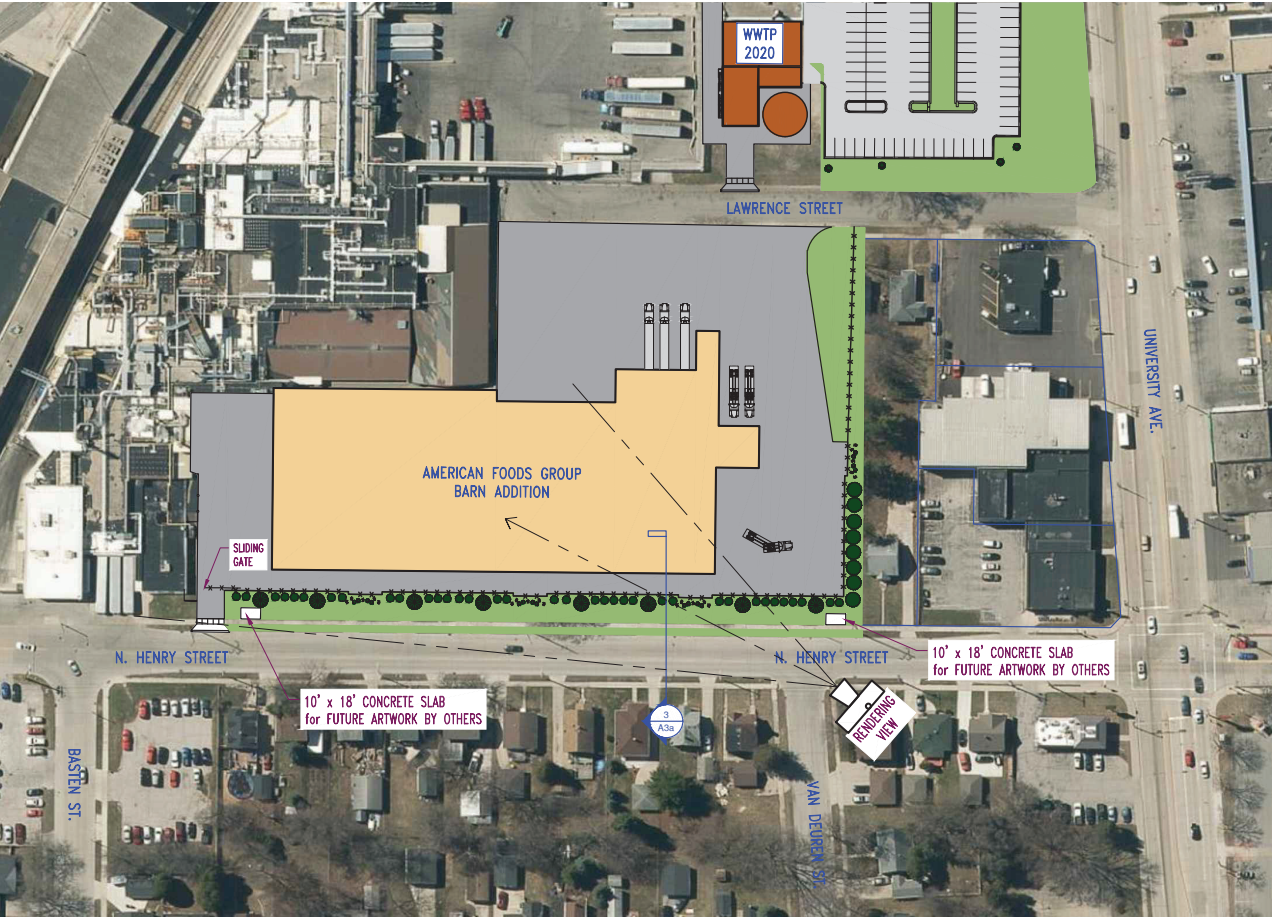
EXHIBIT B



2 BARRIER RENDERING
NOT TO SCALE LOOKING WEST



1 BARRIER RENDERING
NOT TO SCALE LOOKING SOUTHWEST



NORTH BARRIER SITE PLAN
1" = 80'-0"

FIGURE 6:
BARRIER AND
LANDSCAPING PLAN

DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION
METAL BUILDINGS
www.schuhconstruction.com

Schuh
CONSTRUCTION, INC.
Established 1976
State ID# 680499

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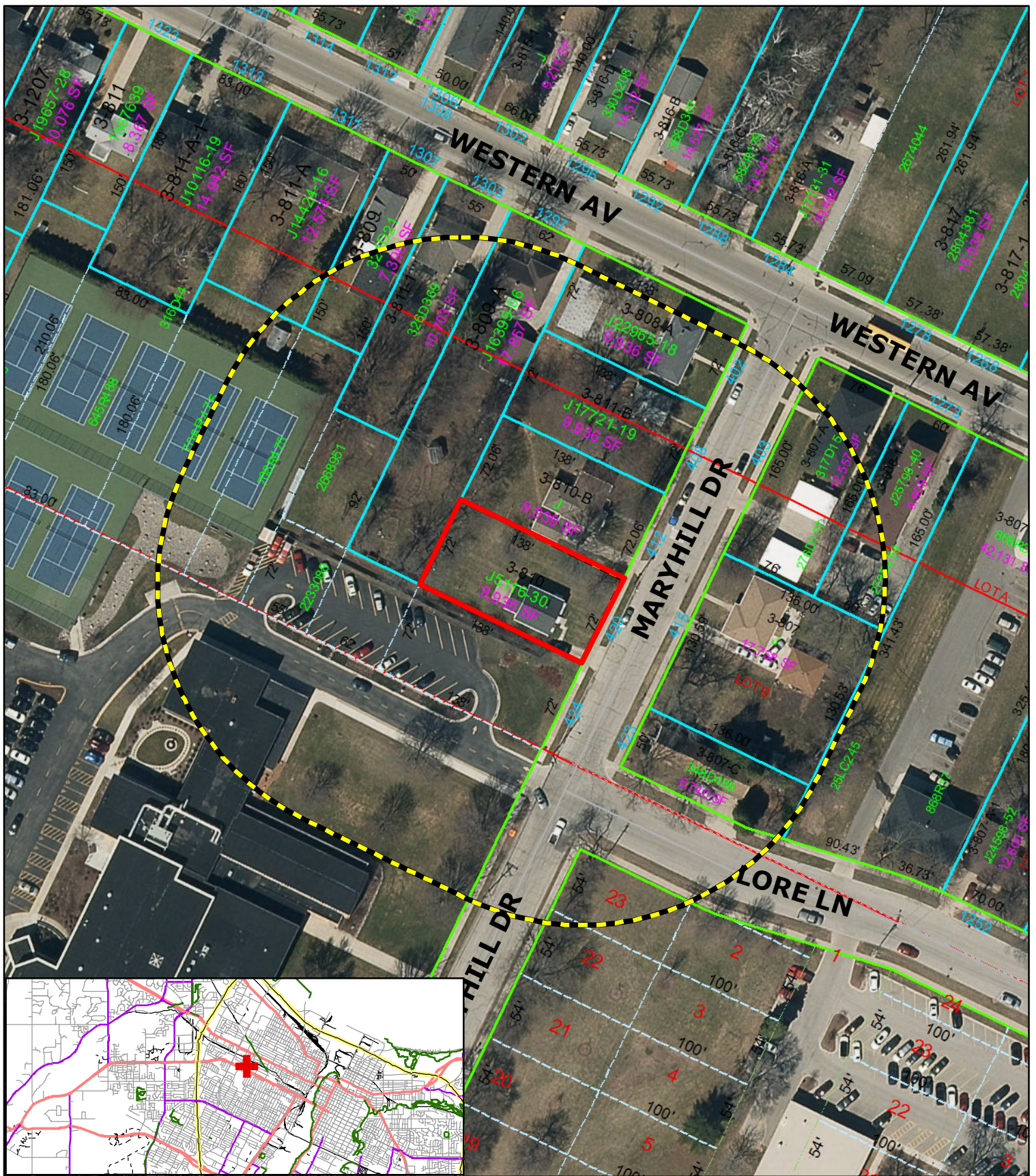
PROJECT:
**AMERICAN FOODS GROUP
BARN ADDITION**
544 ACME STREET
GREEN BAY, WI 54302

PROJECT NO.:

SHEET NO.:

A3c-ALT

1-23-2020



Zoning Petition (ZP 20-06)
Proposed Rezoning
420 Maryhill Drive

- Subject Area
- 200' Property Owner Notice

0 5,000 10,000
 Feet



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 Map prepared by PN



Report to the Green Bay Plan Commission

MEETING DATE

April 21, 2020

PREPARED BY

David Buck, Staff

AGENDA ITEM # S.3

To rezone areas of the 2900 Block of Sitka Street from Low-Density Residential (R-1) to Medium-Density Residential (R-2) and Conservancy District (CON). (Public Hearing held 04/13/2020)

BACKGROUND

Primary Address: 2900 Block of Sitka Street

Reason for Request: To allow for the subdivision and development of the property with semi-detached single-family homes (zero lot line).

Aldersperson/District: Ald. Veronica Corpus-Dax / District 2

Surrounding Zoning and Land Uses:

SUBJECT PROPERTY: Low Density Residential (R1) - Undeveloped

NORTH: Low Density Residential (R1) - Undeveloped

SOUTH: Low Density Residential (R1) - Single-family residential

EAST: Low Density Residential (R1) - Single-family residential

WEST: N/A - Interstate Highway 43

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for low density residential use. The proposed rezoning is compatible with the current and future land uses reflected in the City's Comprehensive Plan.

Report: The 13.5 acre property is located on the southeast corner of Superior Road and Sitka Street and is currently undeveloped open space. From the 1930's-1970's it was used as a borrow pit and then used as a fill site throughout the 1980's -1990's, presumably from roadway and residential construction on the east side of the city. It is currently relatively flat on the northern and western sides of the property near roadways but consists of an approximately 13 ft. tall gently sloping hill in the center of the site.

The parcel is currently zoned Low Density Residential (R-1). The zone change request includes changing approximately 4.25 acres of land located adjacent the Sitka Street right-of-way (approximately 125 ft.) and adjacent the Superior Road right-of-way (from 140-185 ft.) to Medium Density Residential (R-2). The central 7.25 acres of the property is proposed to be zoned Conservancy District (CON) and the southernmost 2 acres are not included within the rezoning request and will remain Low Density Residential (R-1). If the zoning is amended as proposed, the petitioner intends to develop 22 single-family semi-detached homes on individual lots along Sitka and Superior, the central portion of the site is to be retained as privately owned open-space and the 11 Outlots be attached to the adjacent single-family lots fronting Gilbert Drive.

Ald. V. Corpus-Dax, the McAuliffe Park Neighborhood Association and adjacent property owners within 400+ ft. of the property have been notified of the request. The petitioner has also stated they reached out to adjacent property owners individually. As of the drafting of this report, staff has received numerous inquiries regarding the request, which are attached as a summary document to the agenda packet. In general,

concerns include development of two-family versus single-family housing types, increase in housing density, increased traffic and conservancy area access and management.

While two-family homes are permitted in the R-2 district, the density of the proposed development is far less than what the property could support. For comparison, if developed to its potential within the existing Low Density Residential (R-1) district, approximately 80 single-family 7,200 sq. ft. lots could be developed, minus needed roadways. This is equivalent to approximately six units per acre. As proposed with 22 single-family lots, the equivalent lot size is approximately 26,500 sq. ft. equating to a density for development of approximately 1.6 units per acre. Traffic Engineer Dave Hansen has conducted a traffic analysis (attached) and concludes that both Superior and Sitka as well as area intersections have adequate capacity for this and future development. Issues with the prevalence of speeding may be reduced by the introduction of development and additional curb-cuts/driveways, making the roadways feel much less like a “racetrack”. Additionally, safety for pedestrians will be improved when the area develops as sidewalks will be installed on the east side of Superior and both sides of Sitka. The 7.25 acres of Conservancy zoning will be held in private ownership and municipal regulations related to maintenance (such as tall grass) apply. Access to the conservation area will be addressed when a land division is submitted.

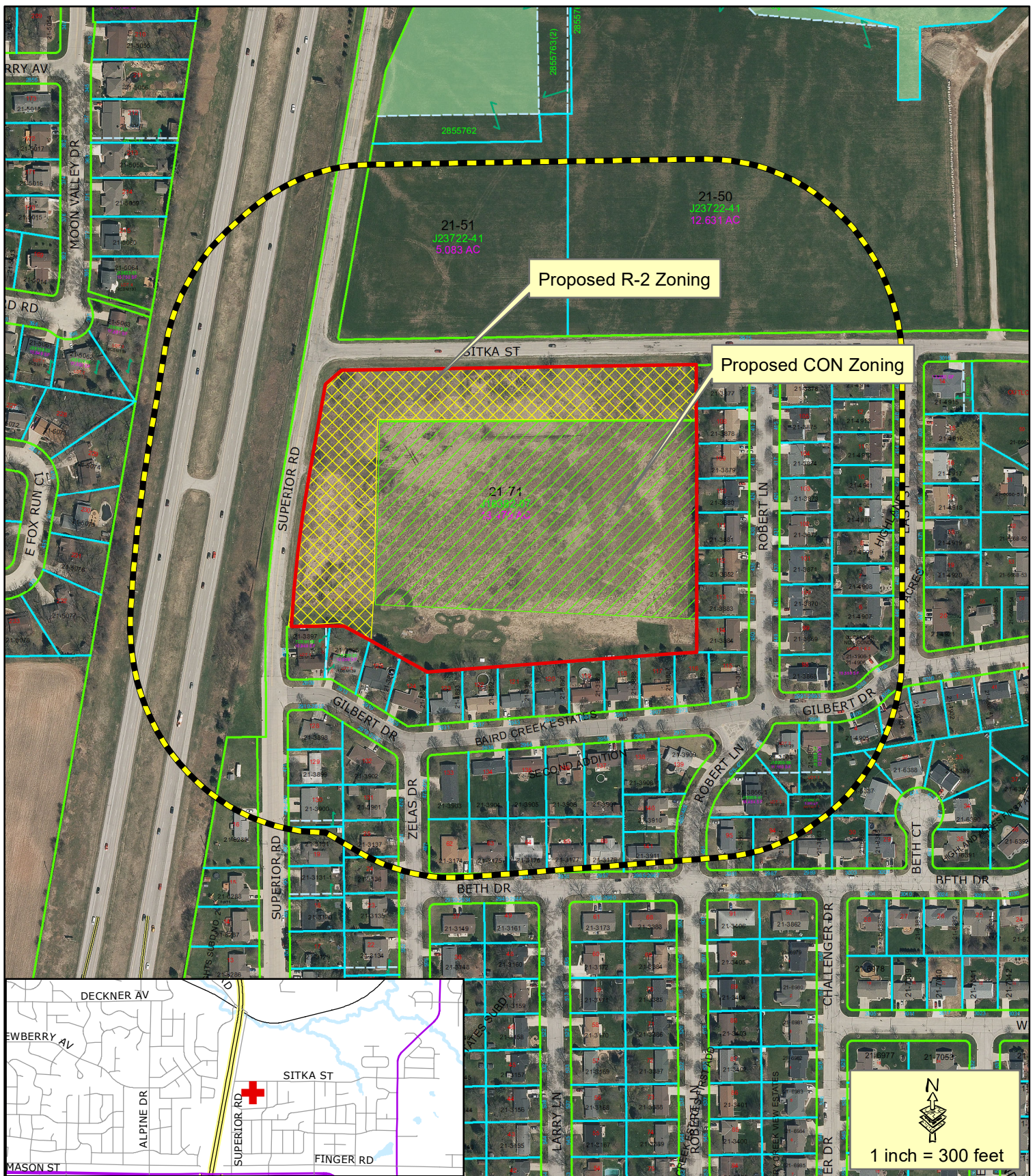
RECOMMENDATION

Staff is recommending approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. ZP 20-08 Location Map_color
2. Rezoning Application and parcel exhibit
3. 1078-01-16 REZONE EXHIBIT
4. ZP 20-08 Neighborhood Correspondence Compiled
5. ZP 20-08 DPW Traffic Analysis
6. ZO 03-20 - Rezone 2900 Block Sitka



- Subject Property
- 400+ Property Owner Notice

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Map prepared by DB

Zoning Petition (ZP 20-08)
Proposed Rezone from Low-Density
Residential (R-1) To Medium-Density
Residential (R-2) & Conservancy (CON)
2900 Block of Sitka Street



REQUEST FOR CITY ACTION - PLAN COMMISSION

(Submit **two** copies to the Planning Department, Room 608 or City Clerk's Office, Room 106, City Hall)

Date: March 2, 2020

Petitioner(s): Mach IV Engineering & Surveying, LLC

Phone Number: 920-569-5765

Address: 2260 Salscheider Court City: Green Bay State: WI Zip Code: 54313

Property Owner: Green Viper, LLC

Phone Number: 920-569-5765

Parcel Numbers (required): 21-71

Location of Property: 2900 Sitka Street

Attach maps and legal descriptions (required).

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

I, Joel Ehrfurth, respectfully request that the City of Green Bay take the following action:

Attach Zoning Petition Form with first three items.

☒ X Rezone Property (\$300.00 Review Fee)

☐ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$300.00 Review Fee)

☐ PUD and PUD Amendments (\$350.00 Review Fee)

☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 plus \$35.00 per Lot/Outlot Review Fee)

☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$150.00 Review Fee)

☐ Approve Final City/Extraterritorial Subdivision Plat (\$100.00 Review Fee)

☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)

☐ Grant a Postponement of Development Fees (\$100.00 Review Fee) [Review by I&S and/or Park Committees]

☐ Development District Map Amendment (\$200.00 Administration Fee)

☐ Official Map/Area Development Plan Amendment (\$200.00 Administration Fee)

☐ Plat of Right-of-Way (\$200.00 Administration Fee)

☐ Discontinue a Public Utility Easement (\$200.00 Administration Fee)

☐ Street Name Change (\$200.00 Administration Fee)

☐ Declare City Property "City Surplus" (\$200.00 Administration Fee)

☐ Vacate a Street/Alley/Pedestrian Way (\$200.00 Administration Fee)

☐ Other (\$200.00 Administration Fee): _____

Petitioner Signature(s):



Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____

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

Attach maps and legal descriptions (required).

Green Viper LLC would like rezone Parcel 21-71 from R-1 to R-2 and Conservancy (C).

Please contact the Planning Department in Room 608, City Hall, (920) 448-3400, if you have any questions.

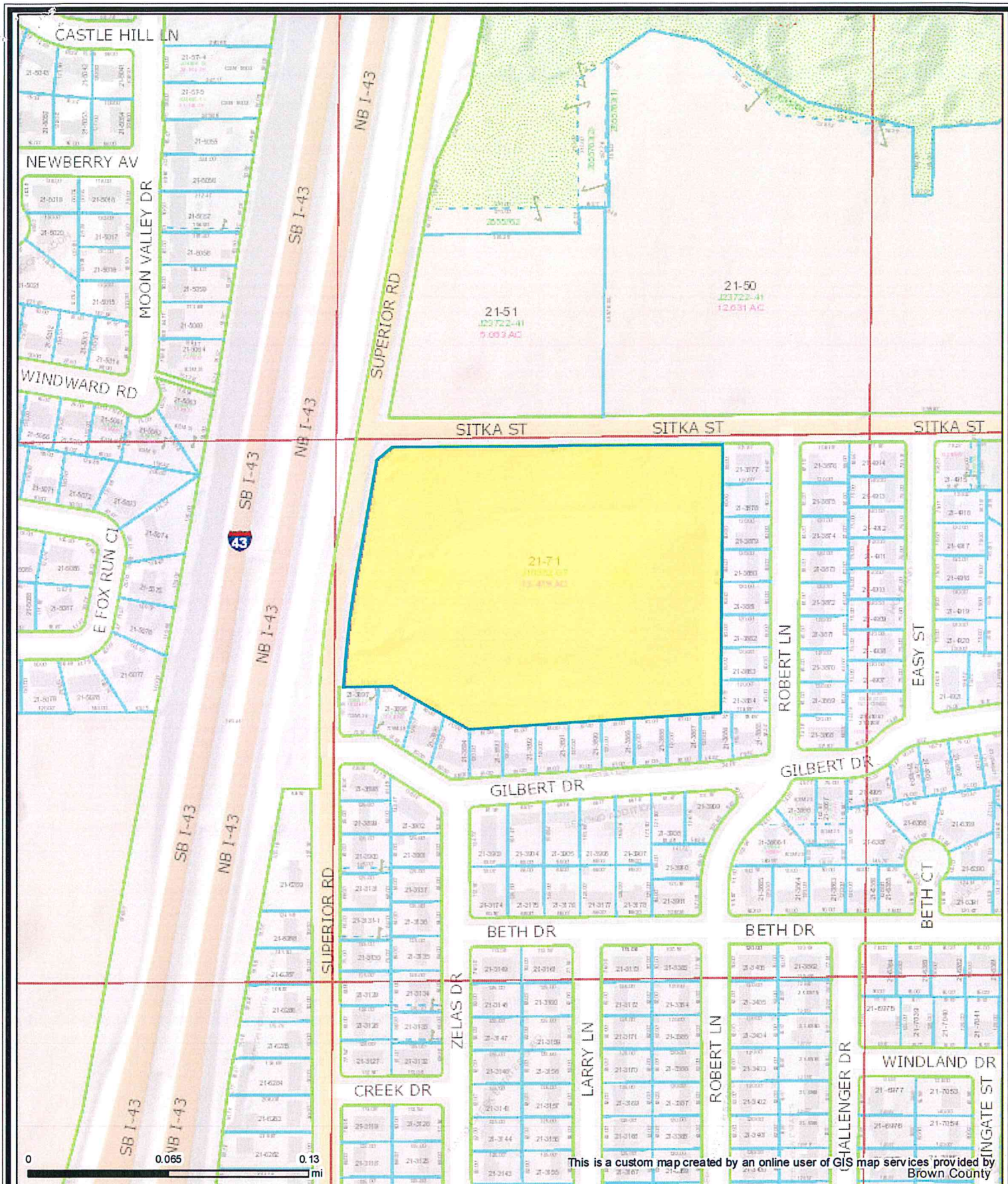


FIGURE 1

Map printed on 1/30/2020

1:3,600

1 inch = 300 feet*

1 inch = 0.0568 miles*

**original page size: 8.5"x11"*

Appropriate format depends on zoom level



Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

✓ "hooks" indicate
parcel ownership
crosses a line

SC-190-2 Parcel ID Number
2880257 Document Number
0.814 AC Area of parcel
279.8' Line Distance
3547 Address

A complete key (legend) is available at:
<https://tinyurl.com/BrownDogKey>



(920) 448-6480
maps.gis.co.brown.wi.us

Correspondence related to:

ZO 20-08: Request to rezone areas on the 2900 Block of Sitka Street from Low-Density Residential (R-1) to Medium-Density Residential (R-2) and Conservancy District (CON)

Dear Plan Commission Members,

I presently live on Beth Drive, on the 2900 Block and in near proximity of the land in question and am the present McAuliffe Park Neighborhood Association President.

We did attend the meeting a number of years ago when this area was seeking to rezone. There were many abutting property owners present at that meeting. The major concern was the R-2 zoning and the proposed building of duplexes there. The area density of like buildings is rather high already... In our Neighborhood Association area there are 77 duplexes. There are two across the street from me as well as two to the West abutting my property. There are three more between those two and Superior Road with one of them abutting the land in question.

The map shows the zoning proposed but not the plating or the number of properties to be built on. Once again, density is unknown.

With the development of the property on the North side of Sitka from this land, the traffic flow will be congested. You may not know, but to gain access to Mason Street from Superior is difficult (except now during the CV-19) That increases the flow of traffic to Finger Road and down Sitka to Ontario or Robert, which both are inundated with speeders and density already.

Please keep the R-1 Zoning ..

One other concern. The conservancy area will continue to have the "grassy" landscape and is "land locked". The difficulty of having the "sandpit" used as a landfill makes this property hard to deal with for the landowner. The concern is - in case of a grass fire, (hot coals from the grills, perhaps) there is not an access easement for the fire trucks.

Thank you in advance for your concern..

David Catalano
McAuliffe Park Area.
2937 Beth Drive
920-465-8131

We are very upset about the planned rezoning on the 2900 block of Sitka Street. Every multiple residence put in this area adds double the traffic (if not more). It is already almost impossible to get onto Mason St. from Superior, especially the 3 hours before and after work. Duplexes bring renters instead of permanent residences. And from viewing the duplexes already in this area, they are not kept up as well as permanent. This brings the value down of all our homes. Ask yourself, would you want duplexes on your street?

John and Debbie Tassoul
440 Easy St.

The following came to my attention, and I wanted to pass this important message on to the City plus both of you.

Daniel Schmidt, who lives on Sitka, has an invalid application, since his entity existence has expired. There is no valid entity as of last week when this information was told to me.

Debbie Lisch

My concern is how the traffic from this proposal will affect the neighborhood who's roads are already in poor condition and the Baird creek parkway. I don't believe the parkway can handle the additional traffic, exiting zelas to

mason street is right into the on ramp of 43. Challenger and Janquart is already high traffic with uncle mikes. The intersection (stop sign which is mostly ignored) on Challenger and Beth is right outside my home and people are driving / speeding through it all the time as it is. Without sidewalk neighbors have to walk in the street. So additional traffic without sidewalks is a safety concern.

Do you know how many addition homes/ duplexes this project will include?

I would think this would affect traffic on Ontario as well so those homes should be notified as well.

I believe this proposal will make our neighborhood unsafe. We don't have room for pedestrians and traffic on the roads to and from that area.

Thanks much,
Jolene Bartlett
2989 Beth dr

I just received a letter from the city of Green Bay for a rezoning of the land directly in back of me (I own the home at 412 Robert Lane). I have a few issues with this rezoning and the methodology used to go about it.

First, I do not like having to try to connect to a conference meeting. I am not a computer genius and as such should not have to deal with this method. I say postpone this meeting until all concerned can gather at city hall for a face-to-face meeting per the norm. If that means putting this off until COVID-19 passes, so be it.

Secondly, what is an R-2 zone? I cannot find a layman's explanation for R-2 zoning on the city site. Can you inform me as to what it is?

And finally, I would not object to single family or duplex dwellings. I would however vehemently object to any structures that would house more people than the aforementioned. This is a very safe neighborhood and I feel that any other form of housing would degrade this area.

Thank you for taking the time to review my opinions.

Donald N. Van Erem

That neighborhood has enough scumbags as it is. It is hard to get decent renters when the neighbors have non-running cars parked, the grass is 16" deep in the middle of summer, and the kids are running across the roofs. So, you know my concern. I just want to make sure it isn't going to be more of the same.

Thank you,
Marilyn Nies

MEMORANDUM



Department of Public Works | Traffic Division

To: David Buck, Principal Planner, City of Green Bay – Dept. of Com. & Econ. Dev.
Plan Commission

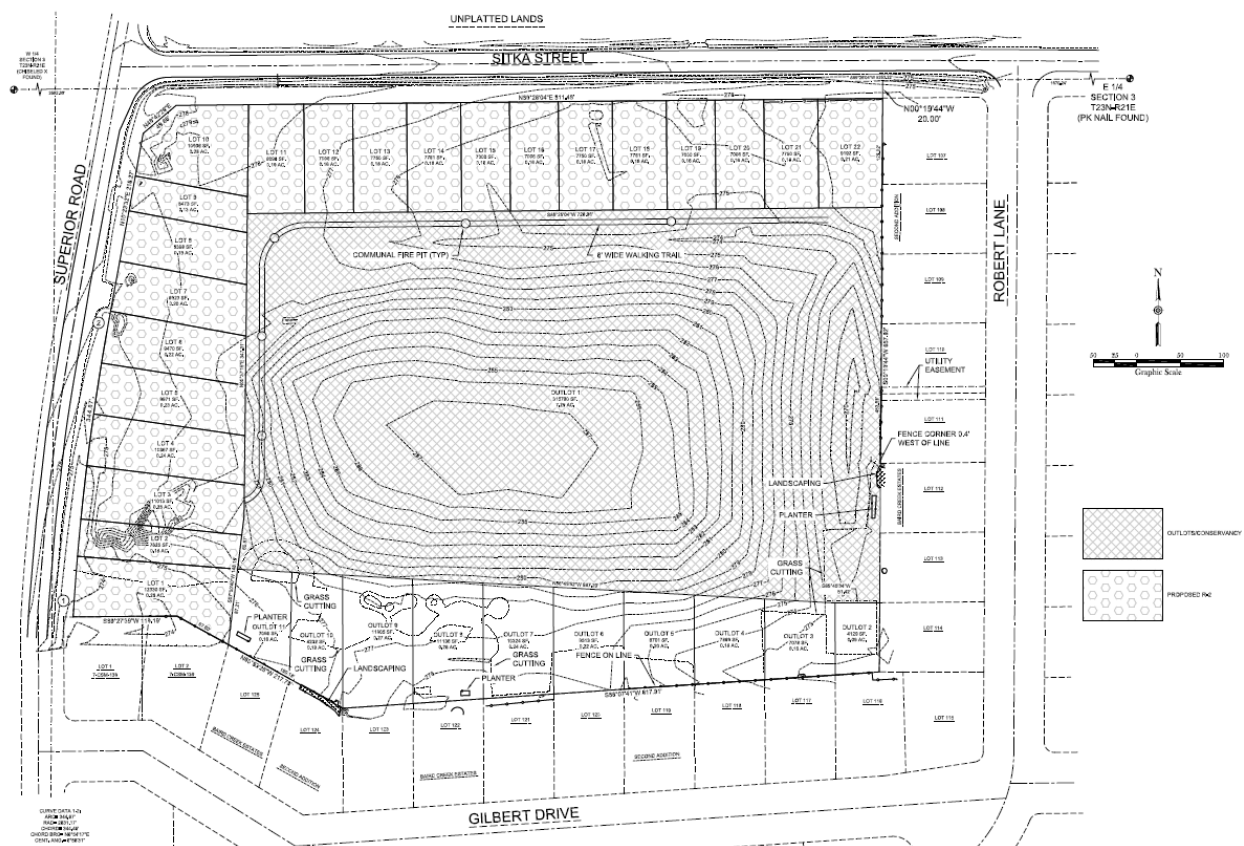
From: Traffic Engineer David J.A. Hansen, P.E., PTOE

Re: **Traffic Impacts of De Leers Property, Sitka St & Superior Rd**

Date: Thu Apr 9, 2020

This memorandum serves as a brief response to a request to review and comment on the proposed subject development shown in Figure 1 with respect to public concern of traffic and safety. The request will be on the Mon Apr 13, 2020 meeting agenda of the Plan Commission.

Figure 1 – Parcel map of proposed development, Sitka St & Superior Rd



Currently there are about 750 vehicles per day that travel Superior Rd. Its volume prior to the median closure at E Mason St was around 1,000 vehicles per day. An Sitka St traffic count is not available. However I presume its traffic volume is similar or less than Superior Rd. I conducted a trip generation analysis using the ITE Trip Generation methodology for Land Use Code 210 (Single-Family Detached Housing) using 22 dwelling units as the independent variable. This type of analysis uses both average and fitted curve rates for weekday total and peak hour. I selected the highest values of the two to be conservative in each category. The 22 units should generate about 260 vehicles per day (130 in; 130 out). The PM peak hour of generation is estimated at 26 vehicles per day (16 in; 10 out). Again, these are the highest values out of any time period analysis and curve rate available. Conservatively assuming all newly generated traffic uses each road, traffic volumes would be near the volumes when the E Mason St was open. Realistically, the actual future traffic volumes should be lower.

Both Superior Rd and Sitka St have plenty of existing roadway capacity to handle not only the proposed development but also additional developments. They are collector streets which are intentionally designed to carry more traffic loading than a standard residential street. From a capacity perspective, the existing 2 lane (1 in each direction) roadway section has plenty of available capacity. There is no need for multiple travel lanes in each direction. Intersection traffic control currently is a STOP condition on Sitka St at Superior Rd. Adding the forecasted volume of traffic will not create a condition requiring a multi-way STOP or greater.

That speeding is likely a concern in this area is common, as wide open areas with little to no driveway access points usually lends to a more speed-friendly operating environment. Add in development, especially tightly spaced homes with many driveways, then the roadside characteristics typically lead to reduced speeds. Both roads are also in the Safe Walk & Bike Plan as signed routes with shared lane signage and shared lane markings which are known to calm traffic.

With the new road reconstruction of both streets, an area for sidewalk to be placed in the future will be graded. Sidewalk will not be installed as part of the project. However, as part of our city ordinance, sidewalk installation is required when a parcel is developed. So as homes are built, sidewalk will be installed with them. Then upon full development, the east side of Superior Rd between Gilbert Dr and Sitka St will have sidewalks as well as both sides of Sitka St in the reconstruction area.

ZONING ORDINANCE NO. 03-20

AN ORDINANCE REZONING PROPERTY LOCATED IN THE 2900 BLOCK OF SITKA STREET FROM LOW DENSITY RESIDENTIAL (R-1) TO MEDIUM DENSITY RESIDENTIAL (R-2) DISTRICT AND CONSERVANCY (CON) DISTRICT (ZP 20-08)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the 2900 block of Sitka Street from the Low Density Residential (R-1) District to Medium Density Residential (R-2) District and Conservancy (CON) District:

AREA TO BE REZONED TO MEDIUM DENSITY RESIDENTIAL DISTRICT (R-2):

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 3, T23N-R21E; THENCE S89°26'04"W, 1670.24 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 3; THENCE S00°19'44"W, 20.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SITKA STREET AND THE POINT OF BEGINNING; THENCE CONTINUING S00°19'44"W, 125.02 FEET ALONG THE WEST LINE OF LOTS 107 AND 108 OF THE PLAT OF BAIRD CREEK ESTATES, SECOND ADDITION, RECORDED IN VOLUME 16, PLATS, PAGE 32 (DOCUMENT #789238), BROWN COUNTY RECORDS; THENCE S89°26'04"W, 728.96 FEET; THENCE S00°37'15"W, 347.31 FEET; THENCE S07°00'40"W, 148.18 FEET; THENCE N60°53'26"W, 67.60 FEET ALONG THE NORTH LINE OF LOT 2 OF VOLUME 7, CERTIFIED SURVEY MAPS, PAGE 139 (MAP # 1722-DOCUMENT # 889884), BROWN COUNTY RECORDS; THENCE S89°27'39"W, 119.19 FEET ALONG THE NORTH LINE OF LOT 1 AND LOT 2 OF SAID CERTIFIED SURVEY MAP TO THE EAST RIGHT OF WAY OF SUPERIOR ROAD; THENCE 344.67 FEET ALONG SAID RIGHT OF WAY BEING THE ARC OF A 2831.17 FOOT RADIUS TO THE RIGHT, WHOSE LONG CHORD BEARS N06°54'17"E, 344.46 FEET; THENCE N10°23'32"E, 216.27 FEET ALONG SAID RIGHT OF WAY; THENCE N49°42'26"E, 49.66 FEET TO THE SOUTH RIGHT OF WAY OF SITKA STREET; THENCE N89°26'04"E, 811.48 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

PARCEL CONTAINS 185,587 SQUARE FEET / 4.26 ACRES, MORE OR LESS.

AREA TO BE REZONED TO CONSERVANCY (CON):

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

ZONING ORDINANCE NO. 03-20

PAGE 2

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 3, T23N-R21E; THENCE S89°26'04"W, 1670.24 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 3; THENCE S00°19'44"W, 145.02 ALONG THE EXTENSION AND WEST LINE OF LOTS 107 AND 108 OF THE PLAT OF BAIRD CREEK ESTATES, SECOND ADDITION, RECORDED IN VOLUME 16, PLATS, PAGE 32 (DOCUMENT #789238), BROWN COUNTY RECORDS TO THE POINT OF BEGINNING; THENCE CONTINUING S00°19'44"W, 453.58 FEET ALONG THE WEST LINE OF SAID LOT 108 AND ALSO LOTS 109, 110, 111, 112 AND 113 OF SAID PLAT; THENCE S89°45'34"W, 51.42 FEET; THENCE N86°45'52"W, 687.20 FEET; THENCE N07°00'40"E, 60.97 FEET; THENCE N00°37'15"E, 347.31 FEET; THENCE N89°26'04"E, 728.96 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 315,790 SQUARE FEET / 7.25 ACRES, MORE OR LESS.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

db

Attachments: Location Map
 Zone Change Map





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # T.2

To receive and place on file the report estimating \$60,000 in decreased revenue due to the liquor license reduction in response to the request by Ald. Johnson to provide detail regarding the fiscal impact of the resolution to reduce liquor licensing fees and provide recommendations on cost reductions equal to the loss of those revenues.

BACKGROUND

RECOMMENDATION

Refer to Staff.

FISCAL IMPACT

ATTACHMENTS

- I. LATE COMMUNICATION BY ALD. JOHNSON

From: District Nine
Sent: Wednesday, April 1, 2020 9:16 PM
To: Kris Teske <KrisTe@greenbaywi.gov>
Cc: Diana Ellenbecker <DianaEl@greenbaywi.gov>
Subject: Text for Late Communication

Trying to make your life a little easier by providing the text if you didn't catch it during the meeting:

Refer to Finance Committee

To provide detail regarding the fiscal impact of the resolution to reduce liquor licensing fees and provide recommendations on cost reductions equal to the loss of those revenues.

Brian H. Johnson
Alderman, District 9

City of Green Bay
100 N. Jefferson Street
Green Bay, Wisconsin 54301-5026

(e) district9@greenbaywi.gov
(p) 920.242.2206
(w) www.greenbaywi.gov



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # T.3

To receive and place on file a request to provide up to \$50,000 to be used for first responders, DPW workers and anyone else on the front lines that needs to interact with the public for safety gear and supplies to come from contingency account.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # T.4

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. CONFIDENTIAL - Claims Committee Rpt March 2020



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # U.I

To approve as amended Chapter 23 FMLA, Section 2 to allow supplementing FFCRA leave time with accrued paid leave and to require documentation for childcare leave.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Amended Chapter 23 FMLA For Supplementing Leave and EFR Childcare Docume...



CITY OF GREEN BAY PERSONNEL POLICY

Policy Title Families First Coronavirus Response Act	Policy Reference Chapter 23, Section 2
Policy Source Human Resources Department	Legal Review Date March 30, 2020
Personnel Committee Approval April 8, 2020	City Council Approval April 1, 2020

23.2.1 PURPOSE. The purpose of this policy is to provide an overview of the Emergency Paid Sick Leave Act (EPSLA) and Emergency Family and Medical Leave Expansion Act (EFMLEA) for employees while the employee or his/her family members are impacted by COVID-19. The EPSLA and EFMLEA are both within the scope of what is known as the Families First Coronavirus Response Act (the “Act”). The Act and this policy will both take effect on April 1, 2020, with a sunset date of December 31, 2020.

23.2.2 The Emergency Paid Sick Leave Act (EPSLA). Provides a limited term emergency paid sick leave benefit outside of the FMLA or EFMLEA. This Emergency Paid Sick Leave is in addition to the employee’s current sick leave accrual.

a. Employee eligibility. All employees actively employed by the City. Pursuant to the Act, the City may exclude Emergency First Responders from this benefit. Emergency first responders will be excluded from this benefit, but allowed to receive City benefits as outlined in 23.2.4.

b. Qualifications. The employee must be unable to work or telecommute because:

- 1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- 2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
- 3) The employee is experiencing symptoms of the COVID-19 virus and is seeking medical diagnosis from an appropriate health care provider;

- 4) The employee is caring for an individual who is subject to an order as described in subparagraph 1) or has been advised as described in subparagraph 2).
- 5) The employee is caring for a son or daughter of such employee because the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.
- 6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Service in consultation with the Secretary of the Treasury and the Secretary of Labor.

c. Pay During Leave. The amount of Emergency Paid Sick Leave available to employees is limited as follows:

- 1) Full-time employees will be eligible for 80 hours of Emergency Paid Sick Leave.
- 2) Regular, Part-time employees will be pro-rated based upon their regular hours of work.
- 3) Employees who work a variable work schedule, the average bi-weekly hours of work over the preceding six month period will be utilized.

The actual pay to which an employee will be entitled will depend on the reason for the absence.

1. If absent due to reasons identified in subparagraphs 1), 2), or 3) under Section 23.2.2.b. Qualifications. , the employee will be entitled to:
 - a. 100% of his/her regular hourly rate of pay (as long as in excess of minimum wage) for the hours of work missed, and
 - b. Subject to the cap of \$511 per day, to a maximum aggregate payment of \$5,110.
2. If absent due to reasons identified in subparagraphs 4), 5), or 6) under Section 23.2.2.b. Qualifications. , the employee will be entitled to:
 - a. 2/3 of the employee's regular rate of pay or minimum wage, whichever is greater, and

- b. Subject to the cap of \$200 per day, \$2,000 in the aggregate.
- d. Supplementing Emergency Paid Sick Leave. Employees may be eligible to supplement Emergency Paid Sick Leave to receive their full weekly pay by using their own sick, vacation, personal, or comp time if available. The use of an employee's sick, vacation, personal, or comp time will not be considered actual hours worked for the purposes of determining eligibility for overtime.
- e. Benefits During Leave. Benefits for an employee on Emergency Paid Sick Leave will continue as if the employee is actively working.
- f. Procedures for Requesting Leave and Certification. The Emergency Paid Sick Leave Act requires that the employee give notice to the employer of the desire to use the available Emergency Paid Sick Leave. Notice must be given to the employer no later than the first workday (or portion of such workday) that the employee receives Emergency Paid Sick Leave.

Please refer to the procedures as set forth in Section 23.2.3.f. Procedure for Requesting Leave and Certification.

- f. Return to Work. Employees will not be required to provide a return-to-work notice unless specifically requested by the Human Resources Department. Employees who experience COVID-19 virus symptoms should be symptom free for 72-hours prior to returning to work and may be asked to not return until seven (7) days have passed since the first symptoms occurred.
- g. Enforcement. Nothing in this provision shall be construed in any way to diminish the rights or benefits that an employee is entitled to under any law, collective bargaining agreement, or existing City policy. An employee is encouraged to consult with the Human Resources Department regarding any questions or concerns.

An employee may not carry over any unused Emergency Paid Sick Leave. Further, upon an employee's separation from employment, any unused Emergency Paid Sick Leave is forfeited. Emergency Paid Sick Leave expires December 31, 2020.

23.2.3 Emergency Family and Medical Leave Expansion Act (EFMLEA)

- a. Employee eligibility. Employed by the City for at least 30 calendar days prior to taking leave. Pursuant to the Act, the City may exclude Emergency First Responders from this benefit. Emergency first responders will be excluded from this benefit, but allowed to receive City benefits as outlined in 23.2.4.
- b. Qualifications. Employee is unable to work or telecommute in order to care for a

son or daughter of such employee because the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable due to COVID -19 precautions.

- c. Pay During Leave. The EFMLEA provides for time away from work for up to 12 weeks. The first ten (10) work days of EFMLEA leave is unpaid, unless the employee has available accrued vacation, personal or sick leave (including sick leave under EPSLA under Section 23.2.2) which can be substituted for the otherwise unpaid time. The employee will not be required to substitute pay for the first 10 days of unpaid leave. After the 10th unpaid work day, the employee will be eligible for pay from the City equal to 2/3 of the employee's regular rate of pay for the remainder of the available FMLA leave associated with the qualifying COVID-19 reason, not to exceed a daily cap of \$200 or aggregate cap of \$12,000, per person.

For full time employees, the paid leave opportunity will be based on the regular rate of pay of the employee for the hours the employee would normally work. Part-time employees pay eligibility will be based on their regular hours worked per week – or if variable – the average hours worked in the preceding six months.

An employee may be eligible for regular FMLA leave if they have a COVID-19 diagnosis and they meet the normal requirements of the FMLA. An employee who is not ill but merely quarantined because of coming into contact with COVID-19 would not be eligible for EFMLEA or regular FMLA.

Employer Paid FMLA leave is allowed **only** for the reason of closure of the child's school or childcare and need to provide child care due to the public health emergency and not allowed for other FMLA reasons.

It is important to note that while an employee is entitled to 12 weeks of leave under the EFMLEA, the length of the leave is reduced by any FMLA Leave previously taken by the employee – this is not a separate 12 week entitlement. In other words, the Emergency Leave for childcare purposes is automatically reduced by the amount of leave an employee has already taken in the current administrative year, without regard to the reason for the previous leave.

- d. Supplementing EFMLEA Leave. Employees may be eligible to supplement EFMLEA Leave to receive their full weekly pay by using their own sick, vacation, personal, or comp time if available. The supplemental use of an employee's sick, vacation, personal, or comp time will not be considered actual hours worked for the purposes of determining eligibility for overtime.

- e. Benefits During Leave. Benefits for an employee using EFMLEA leave will be applied in the same manner as benefits under Federal and State Family and Medical Leave.
- f. Employee Status after Leave. The FMLA's job protected leave requirements and anti-retaliation provisions apply to EFMLEA scenarios.
- g. Procedure for Requesting Leave and Certification. Employees shall complete a FFCRA Personnel Leave Request Form. Forms can be requested by calling Human Resources at 920-448-3013, emailing humanresources@greenbaywi.gov, or printing the form from the City website. In compliance with the recommended social distancing, please do not physically go to the Human Resources Department.

The City will require additional documentation in support of your EFMLEA leave by asking for a notice of closure or unavailability from your child's school, place of care, or childcare provider, including a notice that may have been posted on a government, school, or day care website, published in a newspaper, or emailed to you from an employee or official of the school, place of care, or child care provider.
- h. Return to Work. Employees will not be required to provide a return-to-work notice unless specifically requested by Human Resources.
- i. Enforcement. Nothing in this provision shall be construed to in any way to diminish the rights or benefits that an employee is entitled to under any law, collective bargaining agreement, or existing City policy. An employee is encouraged to consult with Human Resources regarding any questions or concern.

23.2.4 Emergency First Responders Paid Sick Leave Bank. The City is excluding Emergency First Responders from the Family First Coronavirus Response Act benefits provided under Sections 23.2.2 and 23.2.3, but in order to balance the needs of our Emergency First Responders and the need to serve the public the City is creating a paid sick leave bank for Emergency First Responders.

- a. Emergency First Responders. Emergency First Responders are defined as all sworn fire personnel and sworn police officers.
- b. Qualifications. Emergency First Responders must be unable to work or telecommute because:
 - 1) The employee is experiencing symptoms of COVID-19 and is seeking medical diagnosis from an appropriate health care provider;
 - 2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or

- 3) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Service in consultation with the Secretary of the Treasury and the Secretary of Labor.
- c. Paid Sick Leave. The amount of Paid Sick Leave available to Emergency First Responders who meet the qualifications set forth in Section 23.2.4.b. is limited to:
- 1) Full-time employees will be eligible for up to two weeks of their regular hours of work.
 - 2) Regular, Part-time employees will be pro-rated based upon their regular hours of work and up to two weeks of the pro-rated leave.
 - 3) Employees who work a variable work schedule, the average bi-weekly hours of work over the preceding six month period will be utilized.
 - 4) Emergency First Responders will be asked to return as soon as they are cleared from a medical provider or based upon the guidelines of a public health official to return which may cause the amount of leave to be less than the Emergency First Responder's regular hours, or the prorated and variable amount over a two week period.

An Emergency First Responder may be eligible for regular FMLA leave if they have a COVID-19 diagnosis or to care for an immediate family member with COVID-19 and they meet the normal requirements of the FMLA.

- d. Eligibility and Qualifications for Leave Due to Childcare. Emergency First Responders who are unable to work or telecommute to care for a minor child if the child's school or childcare has been closed or is unavailable due to a public health emergency (COVID-19) may be eligible for leave. The Fire or Police Chief or their designee has the discretion to approve Leave Due to Childcare on a case-by-case basis based on the circumstances of the request and the needs of the department. The amount of leave is up to four weeks of paid sick leave and is calculated the same as in 23.2.4.c for full time, regular part time, and regular employees who work a variable work schedule.

The City will require additional documentation in support of your leave by asking for a notice of closure or unavailability from your child's school, place of care, or childcare provider, including a notice that may have been posted on a government, school, or day care website, published in a newspaper, or emailed to you from an employee or official of the school, place of care, or child care provider.

- e. Procedure for Requesting Leave and Certification. Employees shall complete a FFCRA Personnel Leave Request Form. Forms can be requested by calling Human Resources at 920-448-3013, emailing humanresources@greenbaywi.gov, or printing the form from the City website. In compliance with the recommended social distancing, please do not physically go to the Human Resources Department.
- f. Return to Work. Employees will not be required to provide a return-to-work notice unless specifically requested by Human Resources. The return to work will be based on being cleared by a medical provider or based upon the guidelines of a public health official to return to work.
- g. Duration of Emergency First Responder Paid Sick Leave Benefit. The duration of this benefit will run through June 15, 2020. This benefit may be amended or removed at any time with Common Council approval.
- h. Enforcement. Nothing in this provision shall be construed to in any way to diminish the rights or benefits that an employee is entitled to under any law, collective bargaining agreement, or existing City policy. An employee is encouraged to consult with Human Resources regarding any questions or concern.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # U.2

To approve as amended City Emergency Preparedness Plan for COVID-19.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Emergency Preparedness Plan COVID-19 4-08-2020 Update
2. Families First Coronavirus Response Act FAQs

**CITY OF GREEN BAY
EMERGENCY PREPAREDNESS PLAN
FOR COVID-19 (CORONAVIRUS)**

The purpose of this policy is to address the steps the City is taking to minimize the impact of COVID-19 (coronavirus) on our employees and the community. The wellbeing of our employees and the community is important to us and this policy outlines the precautions the City is implementing. Since the COVID-19 situation is ever evolving, the City will continue to monitor this matter by receiving information from public health agencies to stay up to date with the best strategies and precautions to implement for the wellbeing of our employees and the community.

BACKGROUND

The Coronavirus Disease 2019 (COVID-2019) is a respiratory illness that can spread from person to person.ⁱ The virus is thought to have spread mainly through people who are in close contact with one another through respiratory droplets produced when an infected person coughs or sneezes.ⁱⁱ It is also possible that a person can get COVID-19 when touching a surface that has the virus and then touching their own mouth, nose, or possibly their eyes.ⁱⁱⁱ

Reported illnesses have ranged from mild (some with no symptoms) to severe, including illness resulting in death.^{iv} Older people and people of all ages with severe underlying health conditions—like heart disease, lung disease, and diabetes—seem to be at a higher risk of developing the COVID-19 illness^v.

As of now, people with the COVID-19 virus are contagious while they have symptoms and possibly before symptoms are present^{vi}; therefore it is important that employees with symptoms consistent with COVID-19 minimize their exposure to others.^{vii} This policy addresses the steps the City is taking to minimize the impact of COVID-19 and the employment and operational considerations based on the COVID-19.

To continue to receive up to date information on COVID-19 please visit: www.cdc.gov/COVID19

SYMPTOMS

COVID-19 SYMPTOMS

Fever
Cough
Shortness of Breath

INFLUENZA

Fever
Chills
Cough
Sore Throat
Runny/Stuffy Nose
Muscle/Body Aches
Headaches
Fatigue
Vomiting/Diarrhea

WAYS FOR YOU TO PREVENT THE SPREAD OF GERMS AND COVID-19

- The CDC recommends the following:
 - Wash your hands often with soap and water for at least 20 seconds

- If possible, maintain a 6 foot distance between persons
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash
- Avoid touching your eyes, nose and mouth
- Clean and disinfect frequently touched objects and surfaces
- The CDC recommends the following when you are sick:
 - Stay home: When you are sick with an extremely contagious illness such as COVID-19, the stomach flu, influenza or other significant respiratory infection, it is important to stay home to recover.
 - Employees that come to work with a contagious illness, risk spreading the virus to co-workers which could have an impact on operations if the virus is widespread.
 - Please be responsible and get the rest you need when you are sick.
 - Many providers provide E-visits for you to consult with a physician or nurse.
- **Seek medical attention:** If you develop emergency warning signs for COVID-19 get medical attention immediately. Emergency warning signs include:
 - Difficulty breathing or shortness of breath
 - Persistent pain or pressure in the chest
 - New confusion or inability to arouse
 - Bluish lips or face
 - This is not an exhaustive list. Please consult your medical provider for any other symptoms that are severe or concerning.

STEPS THE CITY IS TAKING TO LIMIT THE SPREAD OF COVID-19

The City of Green Bay will take appropriate measures to limit or slow any further spread of this disease in our workplace and community. City Facilities are taking the following actions:

- Custodial staff is sanitizing and cleaning hot spots and heavily trafficked public areas of the building.
 - Hot spots include: doorknobs, handles, public work counters, stair railings
- Daily disinfecting of bathrooms, sinks, drinking fountains
- Custodial staff has recently supplied 2 cans of Lysol/disinfectant spray for City Hall departments to use to sanitize work spaces and shared work areas within the department (shared phones, countertops, kitchenettes, etc.)
- Desks are cleaned as time permits, with an emphasis on the public areas of the department.
- If you would like your desk area cleaned, you are asked to communicate that with cleaning staff, and they will typically respond within 24 hours of receiving the request.

In the event there is a COVID-19 outbreak in our community, local public health officials may recommend community actions to reduce people's risk of being exposed to COVID-19. The City will follow the recommendations to help slow the spread and reduce the impact of COVID-19. The following precautions will be taken:

1. Limit direct contact with coworkers and the public. Meetings can be done through the use of telephone, video conference, or through email.
2. Exclusion from Employment for employees experiencing symptoms similar to COVID-19.

3. Telecommuting when possible determined on a case-by-case basis.
4. Determination of essential and non-essential functions where non-essential employees stay home.

Internal and External City Meetings

In the effort to limit as much direct contact with each other, all in-person meetings and gatherings among staff have been suspended. Please use email, telephone, or video conferencing to communicate with employees as much as possible.

In-person meetings with external clients or vendors have also been suspended. Any external meetings should be held via telephone, video conferencing or through email.

All meetings of the Common Council, Committees, Boards and/or Commissions may be conducted remotely, with access granted to the public to the full extent practicable.

Telecommuting

The City may implement a telework policy if a public health agency recommends employers incorporate the use of voluntary home isolation or voluntary quarantine for the workplace or if the City determines telecommuting is a necessary precaution for our employees and the public. The telecommuting policy will be dependent upon the type of positions and the service needs to the public. The ability for a position to telecommute will be determined on a case-by-case basis with consultation from the Human Resources Department.

Exclusion from Employment & Return to Work

The City of Green Bay will take appropriate action to prevent, suppress, and control COVID-19 and other communicable diseases. In order to maintain a safe work environment, the City may exclude certain employees from employment if they are experiencing symptoms similar to COVID-19.

Individuals who are excluded from employment under this protocol will be given an Exclusion from Employment Notification Form (EENF) and will be directed to go home and will not be allowed to return to their worksite until the following conditions are met:

- a) A public health approved test for COVID-19 demonstrates a negative result;
- b) At least 3 days (72 hours) have passed *since recovery* defined as resolution of fever without the use of fever-reducing medications **and**
 - i. improvement in respiratory symptoms (e.g., cough, shortness of breath); **and**,
 - ii. At least 7 days have passed *since symptoms first appeared*.^{viii} Or
- c) Documentation from a healthcare provider that you are able to return to work.

Travel & Return to Work

The City has postponed any out of state travel and any unnecessary in-state travel for employees.

At this point, Brown County has community spread of COVID-19. This means that individuals traveling within our community may be exposed to COVID-19. Individuals in our area are encouraged to stay at home unless it is necessary to leave. Keeping that in mind, this travel section is intended to address employees who have already traveled or who may travel in the future using public transportation (i.e. airplane, bus—other than getting to and from work—or cruise ship) as this type of travel will more than likely result in a higher risk of exposure to COVID-19.

The City will follow CDC guidelines for managing employees returning from personal travel. The CDC recommends that individuals traveling to areas that have a widespread or ongoing community spread of COVID-19 (Level 3 Travel Health Notice) should stay home for 14 days when returning home.^{ix}

Initially, the City implemented a 14 day quarantine for individuals who traveled domestically and met certain criteria in an effort to minimize the impact of COVID-19 in our area. The CDC^x and Wisconsin Department of Health Services^{xi} recommend that employers should continue to follow the recommended 14 day quarantine if staffing permits. As such, the City will follow the 14 day quarantine recommendation for employees, but may have separate quarantine procedures for Fire, Police, and other essential positions to allow staffing to meet the safety needs of the community. Employees returning earlier than 14 days to work should closely monitor themselves for COVID-19 symptoms. If the employee experiences those symptoms, they should report them immediately to a supervisor.

Effective March 17, 2020, an employee will be asked to be self-quarantined for up to 14 days if the employee travels using public transportation (airplane, cruise ship, or bus—other than going to and from work) to an area with community spread of COVID-19. That employee may not be eligible for paid sick leave under City policy or the Family First Coronavirus Response Act.

Leave Benefits and Payroll Considerations

Employees will receive leave benefits for COVID-19 related leave as outlined in Chapter 23 Section 2, Families First Coronavirus Response Act. The Personnel Policy, the Families First Coronavirus Response Act FAQs, and FFCRA leave request documents are enclosed in this plan.

Employees will be expected to return to work as soon as they have received a return to work or received a negative test for COVID-19. Employees requesting additional time off once the exclusion period ends must follow regular time off request procedures.

Moreover, the Proclamation Declaring a State of Emergency stated that employees who are non-essential and asked to stay home to prevent contracting or spreading the illness will continue to receive compensation based on their regular rate of pay and benefits. If your position is affected, then you, your supervisor, and Human Resources will collaborate to determine what kind of work is available. This may include catching up on projects/workload, alternative responsibilities to help others in your department or outside of your department, or training opportunities. In any event, the City will follow all of the guidelines in this plan (i.e. limited direct contact and social distancing) to ensure we are limiting direct contact between coworkers and with the public.

Employees that receive this type of leave due to COVID-19 will continue to accrue sick leave, vacation and personal leave benefits. The City will reassess this after April 17, 2020.

CITY OF GREEN BAY
EXCLUSION FROM EMPLOYMENT NOTIFICATION FORM (EENF)
COVID-19 (Coronavirus)

Instructions: This form is to be used when City of Green Bay employees are excluded from employment in accordance with the aforementioned policy.

This section to be completed by Department Head or Authorized Designee

In accordance with the City of Green Bay policy for employees with symptoms or exposure of COVID-19 (Coronavirus), _____ has been excluded from employment
Employee Name

Effective: _____ a.m. p.m. on this _____.
Time Date

Individuals who are excluded from employment under this protocol will be directed to go home and will not be allowed to return to work until either:

- a public health approved test for COVID-19 demonstrates a negative result;
- At least 3 days (72 hours) have passed *since recovery* defined as resolution of fever without the use of fever-reducing medications **and** improvement in respiratory symptoms (e.g., cough, shortness of breath); **and**,
 - At least 7 days have passed *since symptoms first appeared*; OR
- in consultation with a healthcare provider you are able to return to work.

(Note: Applicable pay requirements under the employees' health insurance policy will apply).

Employees will be expected to return to work as soon as the exclusion period ends. Employees requesting additional time off once the exclusion period ends must follow their department leave rules and policies.

Department

Signature of Department Head or Authorized Designee

**CITY OF GREEN BAY POLICY FOR EMPLOYEES WITH SYMPTOMS OR EXPOSURE TO
COVID-19 (CORONAVIRUS) – FAQ SHEET – April 7, 2020**

1. How do I know if an employee needs to be excluded from employment?

An employee should be excluded from the workplace if he/she meets any one of the following:

- Is diagnosed by a healthcare provider as having COVID-19 (coronavirus);
- Is currently experiencing symptoms consistent with the COVID-19 (coronavirus);
- Is currently experiencing symptoms similar to the COVID-19 (coronavirus); or
- Any employee who voluntarily travels after March 17, 2020 using public transportation (air, cruise, or bus) and travels to an area with community spread;

2. What do I do if an employee needs to be excluded from employment?

Supervisors should use prudent judgment when considering excluding an employee from work. Please read and familiarize yourself with the COVID-19 (Coronavirus) symptoms. CDC guidelines on COVID-19 (Coronavirus) can be found at: <https://www.cdc.gov/coronavirus/2019-ncov/about/symptoms.html>

Supervisors who have concerns or questions about employees should consult with the Human Resources Department or Department Head before considering sending the employee home and excluding him/her from the workplace.

If, after careful consideration and consultation, it is determined that the employee should be excluded from employment, the department head or authorized designee should:

- complete the “Exclusion from Employment Notification Form (EENF)”
- give the form to the employee. The supervisor should further explain that the employee is being excluded from employment until he/she meets the criteria to be allowed to return to work; and
- attach a copy to a Personnel Action Form to be filed with Human Resources.

3. What do I do if I have to exclude an employee because of the employee’s travel?

For individuals excluded for travel purposes, please either fill out the EENF and email to Human Resources or email to Human Resources the name of the employee, and the dates he/she will be away from work. The employee will be away from work for up to 14 days based on the employee’s position and staffing needs.

4. What if the employee calls-in sick, or voluntarily goes home because he/she suspects COVID-19 (Coronavirus)?

The employee can go/stay home if the employee has the symptoms of COVID-19. The employee or supervisor should enter the employee’s time into the appropriate pay code for employees who are sick with coronavirus like symptoms.

5. What if an employee calls-in sick, or voluntarily goes home, and claims the illness is something other than Covid-19 (Coronavirus) (i.e. back spasms, cold, migraines, etc.)

Do not assume that every employee who calls in as ill has symptoms to COVID-19. All City policies and procedures regarding requesting and receiving approval for sick leave will apply.

If an employee returns to work and displays symptoms consistent with COVID-19, the protocol for exclusion should be followed.

6. What do I tell other employees when someone has been excluded?

Supervisors should never discuss an employee's health with any other employee. If another employee asks, you should simply state, "I would not discuss your health status with other employees, so I will not discuss his/hers with you. The employee is currently out on leave."

7. How do I know when the employee is to be allowed to return to work?

Individuals who are excluded from employment under this protocol will not be allowed to return to work until either:

- A public health approved test for COVID-19 demonstrates a negative result (See Travel Section)
- In consultation with a healthcare provider you are able to return to work; or
- At least 3 days (72 hours) have passed *since recovery* defined as resolution of fever without the use of fever-reducing medications **and**
 - i. improvement in respiratory symptoms (e.g., cough, shortness of breath); **and**,
 - ii. At least 7 days have passed *since symptoms first appeared*.
- An employee sent home based on the employee's travel will be asked to return in 14 days, but may return earlier based on staffing levels and need.

The employee is expected to return to work once one of the above criteria has been met, unless otherwise directed by the department. If he/she chooses to remain at home because he/she is still not feeling well, all regular City and departmental sick leave policies and procedures should be followed.

8. Should I call an employee at home to get information about his/her symptoms, or an update as to his/her health status?

No. Once the employee has been excluded, it is up to the employee and/or the employee's health care provider to determine his/her ability to return to the workplace.

9. How is the employee who has been excluded from employment to be compensated?

An employee who is excluded from employment will enter time into the appropriate pay code on his or her time card. If the employee fails to return to work when the exclusion period ends, he/she must request the additional time off in accordance with the department leave rules and policies.

10. How is an employee compensated who is ill from the Coronavirus, cares for a family member who is sick from the Coronavirus, or stays home to care for a child due to a school closing or daycare closing?

An employee may be eligible for leave in accordance with Personnel Policy Chapter 23, Section 2 Families First Coronavirus Response Act. Please review this policy or contact Human Resources to determine if you are eligible and the type of leave available.

11. What if the employee requests to work from home:

- a. **Because the employee is concerned about the increased risk of catching COVID-19 or**
- b. **While the employee has been excluded from work?**

For many jobs, this may not be possible. However, for certain jobs, there is the ability for employees to work from home. The department must determine what is appropriate for each individual situation and consult with the Human Resources Department regarding this possibility. If an employee is at home and is sick or suffering from COVID-19 like symptoms, the City strongly recommends that the individual receive the medical treatment and care necessary to recover before trying to work from home.

12. Can a healthy employee refuse to come to work, or perform job duties because of a belief that by doing so, he or she would be at an increased risk of catching COVID-19?

As stated above, not all jobs can be accomplished by working from home. Allowing an employee to work from home or telecommute will be a case-by-case basis. Each situation should be reviewed on a case-by-case basis in consultation with the Human Resources Director.

13. During a COVID-19 outbreak can my supervisor cancel my vacation time off request that has already been approved?

Yes. Your supervisor has the authority to cancel any pre-approved vacation request, especially in situations where there are serious staff shortages as a result of illness or otherwise.

14. Is there any assistance available to help me cope with the emotional impact of a COVID-19 outbreak?

Yes. The City of Green Bay provides resources to help employees and eligible dependents cope with these and other types of life events through its Employee Assistance Program (EAP) offered by the Employee Resource Center (ERC). You can call ERC at: 920-403-7600. ERC provides confidential, short term counseling at no cost to the employee up to 8 visits.

ⁱ Center for Disease Control and Prevention. *How COVID-19 Spreads* <https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html>

ⁱⁱ Center for Disease Control and Prevention. *How COVID-19 Spreads* <https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html>

ⁱⁱⁱ Center for Disease Control and Prevention. *How COVID-19 Spreads* <https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html>

^{iv} Center for Disease Control and Prevention. *Coronavirus Disease 2019 (COVID-19): Symptoms* <https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/high-risk-complications.html>

^v Center for Disease Control and Prevention. *Coronavirus Disease 2019 (COVID-19): Symptoms* <https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/high-risk-complications.html>

^{vi} Center for Disease Control and Prevention. *How COVID-19 Spreads* <https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html>

^{vii} Center for Disease Control and Prevention. *Coronavirus Disease 2019 (COVID-19): Steps to Prevent Illness* https://www.cdc.gov/coronavirus/2019-ncov/about/prevention.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fabout%2Fprevention-treatment.html

^{viii} Center for Disease Control and Prevention. *Coronavirus Disease 2019 (COVID-19): Disposition of Non-Hospitalized Patients with COVID-19* <https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>

^{ix} Center for Disease Control and Prevention. *Coronavirus Disease 2019 (COVID-19): Travelers Returning from High Risk Countries* <https://www.cdc.gov/coronavirus/2019-ncov/travelers/after-travel-precautions.html>

^x Center for Disease Control and Prevention. *Coronavirus Disease 2019 (COVID-19): Disposition of Non-Hospitalized Patients with COVID-19* <https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>

^{xi} Wisconsin Department of Health Services. *Updated Guidance for local health departments and government partners about home isolation and quarantine for COVID-19* <https://www.dhs.wisconsin.gov/dph/memos/communicable-diseases/2020-12.pdf>

FAQs ON FAMILIES FIRST CORONAVIRUS RESPONSE ACT AND FMLA LEAVE

The Federal Government enacted the Families First Coronavirus Response Act that goes into effect April 1, 2020. This Act includes two provisions: Emergency Paid Sick Leave and Emergency Family and Medical Expansion Act. This sheet provides an overview of the Emergency Paid Sick Leave and the Emergency Family and Medical Expansion Act for all employees other than sworn fire personnel and sworn police officers.

This document also addresses some frequently asked questions about how sick leave and FMLA related to COVID-19 will be addressed for the month of March through April 1, 2020.

1. Effective April 1, 2020 what type of leave is provided under the Emergency Paid Sick Leave and the Emergency Family and Medical Leave Expansion Act?

- 1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19; **Governor Evers State Order and the Federal Social Distancing Order does not qualify for this type of leave.**
- 2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; **An underlying condition does not qualify for this leave. Please see FAQ #9 below.**
- 3) The employee is experiencing symptoms of the COVID-19 virus and is seeking medical diagnosis from an appropriate health care provider;
- 4) The employee is caring for an individual who is subject to an order as described in subparagraph 1) or has been advised as described in subparagraph 2).
- 5) The employee is caring for a son or daughter of such employee because the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.
- 6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Service in consultation with the Secretary of the Treasury and the Secretary of Labor.

2. Who is eligible for Emergency Paid Sick Leave and the Emergency Family and Medical Leave Expansion Act?

All regular employees are eligible for 80 hours of paid sick leave for the qualifying leaves listed above (1-6). This emergency paid sick leave is in addition to the employee's current sick leave accrual.

Employees who were employed with the City on March 2, 2020 or employed with the City for 30 days prior to their leave, are eligible for the Emergency Family and Medical Leave Expansion Act which is an additional ten weeks of leave for the qualifying leave #5. Please visit FAQ #7 for more guidance on how the Emergency Paid Sick Leave and Emergency Family and Medical leave interact with each other.

3. How is the paid sick leave calculated for one of the six leaves listed above?

If you qualify for 1), 2), or 3), then you are eligible for 80 hours of sick leave paid at your regular rate. This is capped at \$511 per day to a maximum aggregate of \$5,110. If you are a part time employee or work a variable schedule, then your leave time will be pro-rated based on the number of hours you work over a two week period.

If you qualify for 4) 5) or 6), then you are eligible for two weeks of paid sick leave at 2/3 of your regular rate of pay subject to \$200 per day and \$2,000 in the aggregate.

If you qualify for 5) then you are also eligible for up to 12 weeks of Emergency Family and Medical Leave. You are eligible to have this paid at 2/3 of your regular rate of pay subject to \$200 per day and \$12,000 in the aggregate. Please visit FAQ #7 for more guidance on how the Emergency Paid Sick Leave and Emergency Family and Medical leave interact with each other.

4. What documentation must I provide for Emergency Paid Sick Leave or Emergency Family and Medical Leave (childcare)?

The City must receive medical documentation in support of your paid sick leave request the same as it would under FMLA leave.

If you qualify for leave to take care of your child whose school is closed or daycare is closed, then you must provide documentation as well. This documentation may include a notice of closure or unavailability from your child's school, place of care, or child care provider, including a notice that may have been posted on a government, school, or day care website, published in a newspaper, or emailed to you from an employee or official of the school, place of care, or child care provider.

5. Is all leave under the FMLA now paid leave?

No. The only type of family and medical leave that is paid leave is the expanded family and medical leave under the Emergency Family and Medical Leave Expansion Act when such leave exceeds ten days. This expanded FMLA only applies to leaves that are taken because the employee must care for a child whose school or place of care is closed, or the child care provider is unavailable, due to COVID-19 related reasons.

6. Is the Emergency Paid Sick Leave and the Emergency Family and Medical Expansion Act in addition to FMLA leave?

No. Employees are eligible for a maximum of 12 weeks of FMLA in a calendar year. The 12 weeks for childcare is considered FMLA leave and will be counted as part of your 12 weeks of FMLA leave per calendar year. In addition, the length of the expanded FMLA will be reduced by any FMLA leave previously taken by the employee.

An employee may be eligible for regular FMLA leave if they have a COVID-19 diagnosis and they meet the normal requirements of the FMLA. An employee who is not ill but merely quarantined by a health professional/officer because of being exposed to COVID-19, is not eligible for the expanded FMLA or regular FMLA.

7. If I am home with my child because his or her school or place of care is closed, or childcare provider is unavailable, do I get Emergency Paid Sick Leave, Expanded Family and Medical leave, or both—how do they interact?

You may be eligible for both types of leave, but only for a total of twelve weeks of paid leave. You may take both Emergency Paid Sick Leave and the Expanded Family and Medical leave to care for your child whose school or place of care is closed, or child care is unavailable, due to COVID-19 related reasons. The Emergency Paid Sick Leave is only available for the first two weeks which otherwise can be taken as unpaid under the Emergency and Family Medical Leave Expansion Act unless you elect to use existing vacation, personal, or sick leave. After the first ten workdays have elapsed, you will receive 2/3 of your regular rate of pay for the hours you would have been scheduled to work in the subsequent ten weeks under the Emergency and Family Medical Leave Expansion Act.

8. If I am on leave that provides for 2/3 pay of my regular rate, is there a way for me to receive my full paycheck?

Yes. When you are on leave to care for an individual who has COVID-19 or to care for a child because of a school closing or daycare is unavailable due to COVID-19, then you will receive 2/3 of your regular rate of pay (hourly rate) for each hour you use for this leave. If you would like to receive your full pay for the week, then you will need to supplement each hour of your leave time with 1/3 of an hour of your own sick leave. Each employee's wage and care situation is different, so please contact Human Resources or Payroll to explore options that fit your situation.

Currently, sick leave is the only type of leave that is allowed to be used to supplement time because sick leave does not affect overtime for employees. City Staff will be recommending to the Common Council to allow an exception for this policy to allow employees to use vacation, personal, or comp time to supplement their leave time to receive a full paycheck.

9. What if I have an underlying condition that puts me at high risk if I contract COVID-19 and my doctor does not believe I should be working?

An underlying condition that may put you at high risk does not qualify for Emergency Paid Sick Leave or the Emergency Family and Medical Leave Expansion Act. However, we will work with you to determine the appropriate accommodation which may include: modifying your work environment, considering social distancing, remote work, leave options, etc. You should start this process by consulting with your doctor; reviewing the information with your supervisor and contacting Human Resources with your medical provider documentation.

10. Prior to April 1, 2020 I received medical documentation stating I have an underlying condition and am at high risk if I am exposed to COVID-19. How is that paid?

Clear guidance was not available before the Federal Act was put into effect on how to provide leave for individuals with underlying conditions that may be at higher risk for severe illness from COVID-19. Individuals who have provided medical documentation to be off of work due to an underlying condition will have that time deemed as FMLA and will receive paid sick leave for that time up until March 31, 2020. Effective, April 1, 2020, this time away from work will continue to be deemed as regular FMLA and employees may elect to use sick, personal, or vacation leave.

11. May I use intermittent leave for the Emergency Paid Sick Leave or the Emergency Family and Medical Leave while teleworking?

Yes, the City will allow you to take intermittent leave if you are unable to telework your normal work schedule due to one of the qualifying reasons in the Emergency Paid Sick Leave Act. In that situation, you are allowed to use Emergency Paid Sick Leave intermittently while teleworking with approval from your supervisor.

Similarly, if you are prevented from teleworking your normal work schedule because you need to care for your child whose school or place of care is closed, or child care provider is unavailable, because of COVID-19 related reasons, you and your supervisor may agree that you can take expanded family medical leave intermittently while teleworking.

You may take intermittent leave in any increment, (i.e. ½ hour, 1 hour, ½ day, full day) provided that you and your supervisor agree. The Human Resources Department encourages employees and supervisors to collaborate to achieve flexibility and meet mutual needs.

12. May I take my emergency paid sick leave intermittently while working at my usual worksite (as opposed to teleworking)?

It depends on why you are taking paid sick leave and whether the City agrees. Unless you are teleworking, emergency paid sick leave for qualifying reasons related to COVID-19 must be taken in full-day increments. It cannot be taken intermittently if the leave is being taken because:

- You are subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- You have been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
- You are experiencing symptoms of COVID-19 and seeking a medical diagnosis;
- You are caring for an individual who either is subject to a quarantine or isolation order related to COVID-19 or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or
- You are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services.

Unless you are teleworking, once you begin taking paid sick leave for one or more of these qualifying reasons, you must continue to take paid sick leave each day until you either (1) use the full amount of paid sick leave or (2) no longer have a qualifying reason for taking paid sick leave. This limit is imposed because if you are sick or possibly sick with COVID-19, or caring for an individual who is sick or possibly sick with COVID-19, the intent of FFCRA is to provide such paid sick leave as necessary to keep you from spreading the virus to others.

If you no longer have a qualifying reason for taking paid sick leave before you exhaust your paid sick leave, you may take any remaining paid sick leave at a later time, until December 31, 2020, if another qualifying reason occurs.

In addition, if the City agrees, you may take paid sick leave intermittently if you are taking paid sick leave to care for your child whose school or place of care is closed, or whose child care provider is unavailable, because of COVID-19 related reasons. For example, if your child is at home because his or her school or place of care is closed, or child care provider is unavailable, because of COVID-19 related reasons, you may take paid sick leave on Mondays, Wednesdays, and Fridays to care for your child, but work at your normal worksite on Tuesdays and Thursdays.

13. I was quarantined because of my travel during March. How is that paid?

The City took an aggressive stance to quarantine individuals who traveled and may have been exposed to COVID-19. Any time that you were off of work for this reason prior to April 3, 2020, this time off will be paid by the City. However, any future travel will not qualify for Emergency Paid Sick Leave. In addition, supervisors have the ability to suspend vacation and travel to ensure appropriate staffing levels.

14. Where can I find more information?

The Department of Labor has two FAQs on the FFCRA located at:
<https://www.dol.gov/agencies/whd/pandemic/ffcra-employee-paid-leave> and
<https://www.dol.gov/agencies/whd/pandemic/ffcra-questions>

Please reach out to Human Resources if you have any additional questions.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year March, 2020	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 116,531.81	\$ 116,531.81			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 45,241.43	\$ 39,116.11		\$ 6,125.32	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 29,903.46			\$ 29,903.46	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 12,122.82		\$ 12,122.82		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 14,264.12		\$ 7,028.36	\$ 7,235.76	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 15,600.55			\$ 15,600.55	
Adjustment (if applicable)	\$.00			\$.00	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 1,460.50		\$ 1,460.50		
Adjustment (if applicable)	\$.00		\$.00		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s. 813.125, Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 1,659.08			\$ 1,659.08	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 236,783.77	\$ 155,647.92	\$ 20,611.68	Pay This Amount \$ 60,524.17	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL.
PO BOX 7932
MADISON, WI 53707-7932
(608) 261-7749

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEEL BASTEN Signature: [Signature] Date: 4-1-20

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: Pat R. Marley Date: 4/1/20

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone #	Email Address
<u>Neil Basten</u>	<u>920-448-3131</u>	<u>neilba@greenbaywi.gov</u>

ZONING ORDINANCE NO. 04-20

**AN ORDINANCE REZONING PROPERTY LOCATED
AT 420 MARYHILL DRIVE FROM LOW DENSITY RESIDENTIAL (R1) TO
PUBLIC INSTITUTIONAL (PI)
(ZP 20-06)**

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning 420 Maryhill Drive from Low Density Residential (R1) to Public Institutional (PI):

(DocID: 2802072) CADY & BURDONS GARDEN LOTS N 72 FT OF S 144 FT OF E 168
FT OF LOT 3 EX RD

Tax Parcel No. 3-810

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

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

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

APPROVED:

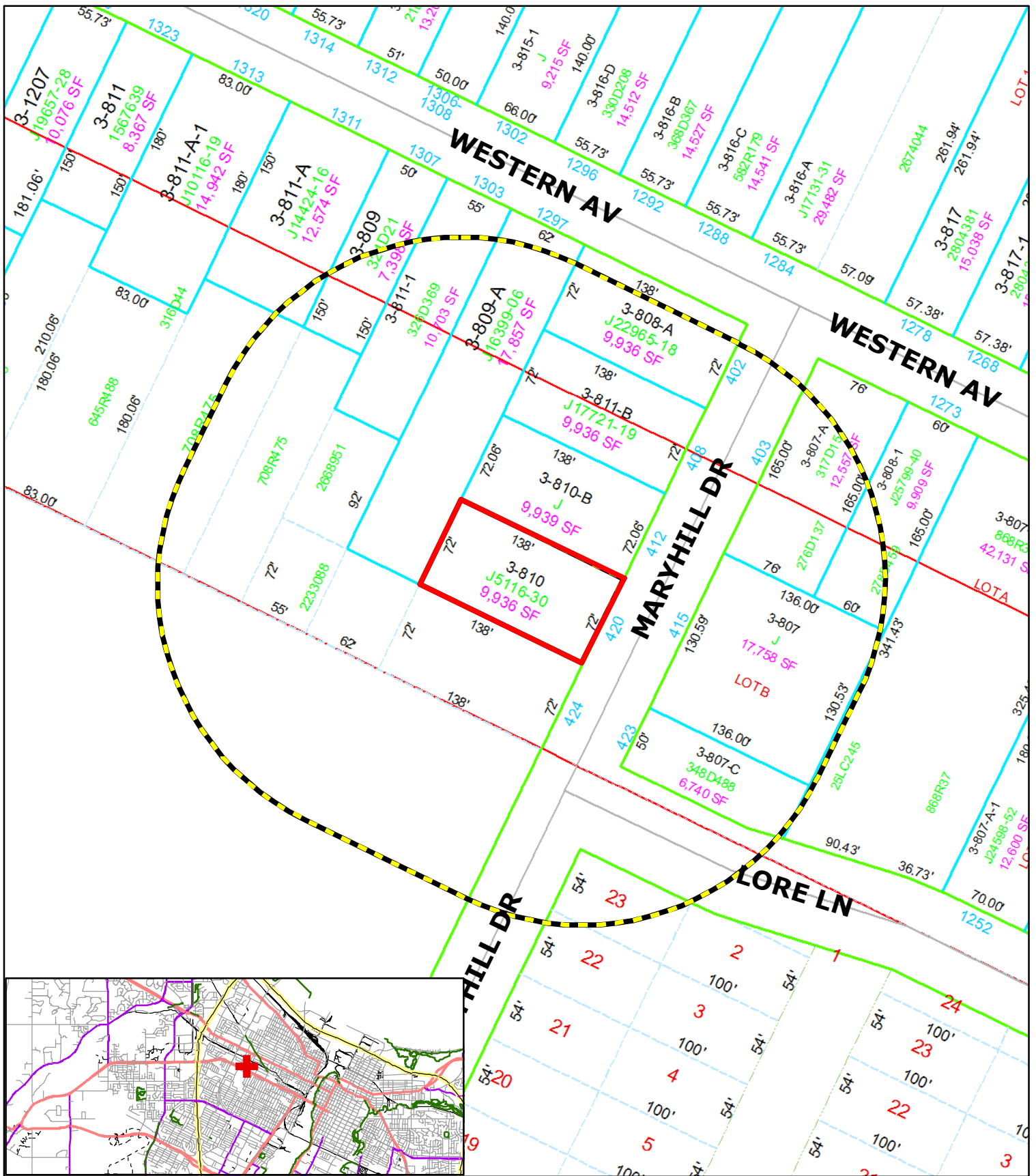
Mayor

ATTEST:

Clerk

pn

Attachment – Map



Zoning Petition (ZP 20-06)
Proposed Rezoning
420 Maryhill Drive

- Subject Area
- 200' Property Owner Notice

0 5,000 10,000
 Feet



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

For Official Notice:

**Public Notification
Proposed Rezoning
420 Maryhill Drive
(ZP 20-06)**

The Green Bay Plan Commission will hold a public hearing on **Monday, April 13, 2020**, at 6:00 p.m.

The meeting has been moved to a virtual location with a live broadcast at:

<https://www.youtube.com/CityOfGreenBay>. If you wish to participate in a Public Hearing, you may access the meeting by the internet or telephone, using the access code below. Join Zoom Meeting <https://zoom.us/j/603200987> Meeting ID: 603 200 987

One tap mobile +16468769923,,603200987# US (New York) +13126266799,,603200987# US (Chicago)

Dial by your location

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+1 253 215 8782 US

+1 301 715 8592 US

+1 346 248 7799 US (Houston)

Meeting ID: 603 200 987

Find your local number: <https://zoom.us/u/aeogZm6sq>

The hearing is regarding the following:

A request to rezone 420 Maryhill Drive from Low Density Residential (R1) to Public/Institutional (PI), submitted by Ryan Erdmann, Point of Beginning, Inc. on behalf of Premonstratensian Fathers, property owner (Ald. C. Wery, District 8).

Public comments will be invited at the public hearing or can be sent in writing to:

City of Green Bay
Department of Community and Economic Development
Attn: Paul Neumeyer
100 N. Jefferson St., Rm. 608
Green Bay, WI 54301

For additional information, contact Paul Neumeyer at (920) 448-3405 or paulne@greenbaywi.gov.

Publication Date: March 30, 2020 and April 6, 2020

ZONING ORDINANCE NO. 03-20

AN ORDINANCE REZONING PROPERTY LOCATED IN THE 2900 BLOCK OF SITKA STREET FROM LOW DENSITY RESIDENTIAL (R-1) TO MEDIUM DENSITY RESIDENTIAL (R-2) DISTRICT AND CONSERVANCY (CON) DISTRICT (ZP 20-08)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the 2900 block of Sitka Street from the Low Density Residential (R-1) District to Medium Density Residential (R-2) District and Conservancy (CON) District:

AREA TO BE REZONED TO MEDIUM DENSITY RESIDENTIAL DISTRICT (R-2):

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 3, T23N-R21E; THENCE S89°26'04"W, 1670.24 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 3; THENCE S00°19'44"W, 20.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SITKA STREET AND THE POINT OF BEGINNING; THENCE CONTINUING S00°19'44"W, 125.02 FEET ALONG THE WEST LINE OF LOTS 107 AND 108 OF THE PLAT OF BAIRD CREEK ESTATES, SECOND ADDITION, RECORDED IN VOLUME 16, PLATS, PAGE 32 (DOCUMENT #789238), BROWN COUNTY RECORDS; THENCE S89°26'04"W, 728.96 FEET; THENCE S00°37'15"W, 347.31 FEET; THENCE S07°00'40"W, 148.18 FEET; THENCE N60°53'26"W, 67.60 FEET ALONG THE NORTH LINE OF LOT 2 OF VOLUME 7, CERTIFIED SURVEY MAPS, PAGE 139 (MAP # 1722-DOCUMENT # 889884), BROWN COUNTY RECORDS; THENCE S89°27'39"W, 119.19 FEET ALONG THE NORTH LINE OF LOT 1 AND LOT 2 OF SAID CERTIFIED SURVEY MAP TO THE EAST RIGHT OF WAY OF SUPERIOR ROAD; THENCE 344.67 FEET ALONG SAID RIGHT OF WAY BEING THE ARC OF A 2831.17 FOOT RADIUS TO THE RIGHT, WHOSE LONG CHORD BEARS N06°54'17"E, 344.46 FEET; THENCE N10°23'32"E, 216.27 FEET ALONG SAID RIGHT OF WAY; THENCE N49°42'26"E, 49.66 FEET TO THE SOUTH RIGHT OF WAY OF SITKA STREET; THENCE N89°26'04"E, 811.48 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

PARCEL CONTAINS 185,587 SQUARE FEET / 4.26 ACRES, MORE OR LESS.

AREA TO BE REZONED TO CONSERVANCY (CON):

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

ZONING ORDINANCE NO. 03-20

PAGE 2

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 3, T23N-R21E; THENCE S89°26'04"W, 1670.24 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 3; THENCE S00°19'44"W, 145.02 ALONG THE EXTENSION AND WEST LINE OF LOTS 107 AND 108 OF THE PLAT OF BAIRD CREEK ESTATES, SECOND ADDITION, RECORDED IN VOLUME 16, PLATS, PAGE 32 (DOCUMENT #789238), BROWN COUNTY RECORDS TO THE POINT OF BEGINNING; THENCE CONTINUING S00°19'44"W, 453.58 FEET ALONG THE WEST LINE OF SAID LOT 108 AND ALSO LOTS 109, 110, 111, 112 AND 113 OF SAID PLAT; THENCE S89°45'34"W, 51.42 FEET; THENCE N86°45'52"W, 687.20 FEET; THENCE N07°00'40"E, 60.97 FEET; THENCE N00°37'15"E, 347.31 FEET; THENCE N89°26'04"E, 728.96 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 315,790 SQUARE FEET / 7.25 ACRES, MORE OR LESS.

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

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

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

APPROVED:

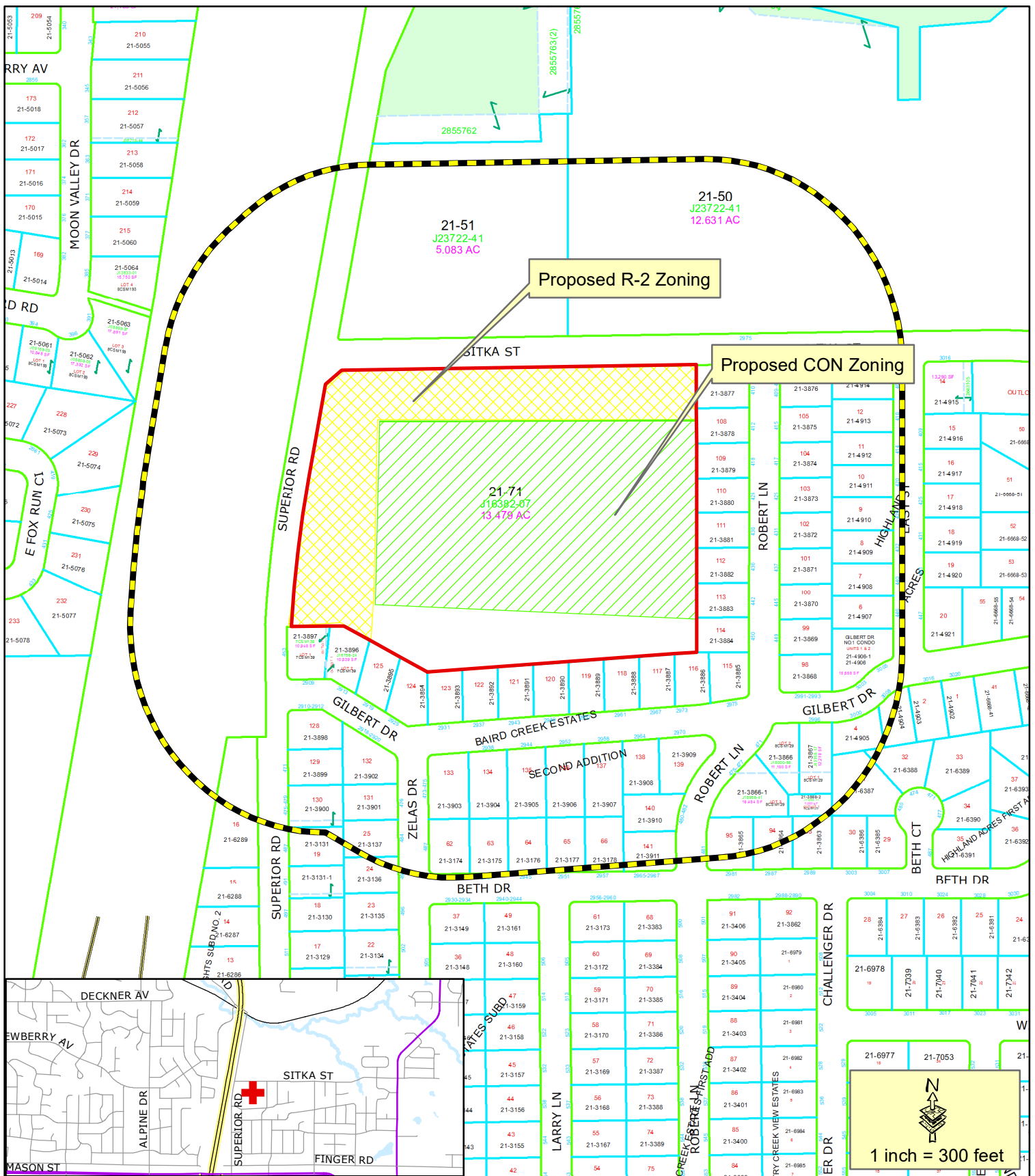
Mayor

ATTEST:

Clerk

db

Attachments: Location Map
 Zone Change Map



Subject Property

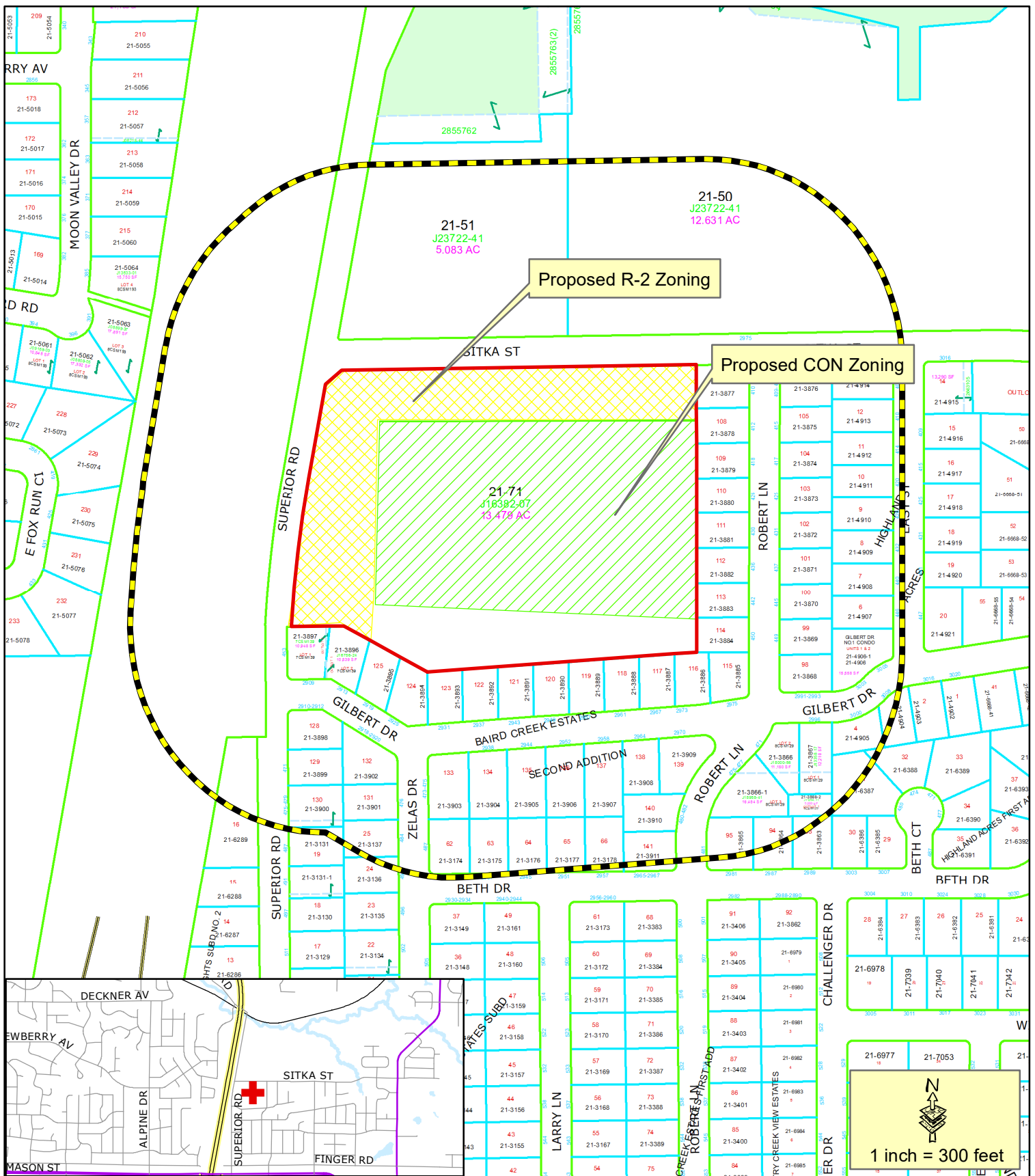


400+ Property Owner Notice

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

Zoning Petition (ZP 20-08)
Proposed Rezone from Low-Density
Residential (R-1) To Medium-Density
Residential (R-2) & Conservancy (CON)
2900 Block of Sitka Street





Subject Property



400+ Property Owner Notice

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Map prepared by DB

Zoning Petition (ZP 20-08)
Proposed Rezone from Low-Density
Residential (R-1) To Medium-Density
Residential (R-2) & Conservancy (CON)
2900 Block of Sitka Street



For Official Notice:

Public Notification
Proposed Zoning District Change from Low-Density Residential (R-1)
To Medium-Density Residential (R-2) and Conservancy District (CON)
2900 Block of Sitka Street
(ZP 20-08)

The Green Bay Plan Commission will hold a public hearing on **Monday, April 13, 2020**, at 6:00 p.m.

The meeting has been moved to a virtual location with a live broadcast at:
<https://www.youtube.com/CityOfGreenBay>. If you wish to participate in a Public Hearing, you may access the meeting by the internet or telephone, using the access code below. Join Zoom Meeting <https://zoom.us/j/603200987> Meeting ID: 603 200 987

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+1 253 215 8782 US

+1 301 715 8592 US

+1 346 248 7799 US (Houston)

Meeting ID: 603 200 987

Find your local number: <https://zoom.us/j/603200987>

The hearing is regarding the following:

A request to rezone areas on the 2900 Block of Sitka Street from Low-Density Residential (R-1) to Medium-Density Residential (R-2) and Conservancy District (CON), submitted by Joel Ehrurth, Mach IV Engineering & Surveying LLC, on behalf of Green Viper Inc, property owner (Ald. V. Corpus-Dax, District 2)

Public comments will be invited at the public hearing or can be sent in writing to:

City of Green Bay
Department of Community and Economic Development
Attn: Paul Neumeyer
100 N. Jefferson St., Rm. 608
Green Bay, WI 54301

For additional information, contact David Buck at (920) 448-3405 or davidbu@greenbaywi.gov.

Publication Date: March 30, 2020 and April 6, 2020

ZONING ORDINANCE NO. 05-20

**AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR
PROPERTIES LOCATED AT 544 ACME STREET
(ZP 20-05)**

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 properties:

544 Acme Street

Tax Parcel: 21-1200

Legal Description: NEWBERRY'S ADDN #1 THE SLY 101.6 FT OF LOT 85 & THAT PART OF LOT 86 LYG NLY OF RR & LYG SLY OF A LINE DESC AS: COM NW COR N85°30'41"E 60.18 FT TH S 550 FT TO POB TH E 145.08 FT TO E/L & VAC LAWRENCE ST ADJ WLY & THAT PART OF NE1/4 SW1/4 & PART OF NW1/4 SE1/4 SEC 32 T24N R21E LYG NLY RR & SLY OF LOTS 85 & 86 & THAT PART OF LOT 87 LYG N OF RR & E OF HAEVER'S 2ND SUBD & LYG S OF S/L LOT 20 HAEVER'S 2ND SUBD EXTD ELY & THAT PART OF LOT 89 DESC IN 359 D 563 & ALSO HAEVER'S 2ND SUBD PART OF LOT 6 DESC IN J25719-25 & LOTS 7 THRU 23 EX J24996-08 & EX J24872-13 FOR ACME ST & THAT PART OF VAC ACME ST DESC IN 38 MR 254 & IN J23101-07 & IN J25255-09 8.005 acres

1710 University Avenue

Tax Parcel: 21-2011

Legal Description: HAEVERS 2ND SUBD LOT 1 EX W LY 8 FT & ELY 25 FT OF LOT 24 0.230 acres

616 Acme Street

Tax Parcel: 21-2012

Legal Description: HAEVERS 2ND SUBD LOT 2 & WLY 8 FT OF LOT 1 EX NLY 100 FT THEREOF 0.051 acres

1702 University Avenue

Tax Parcel: 21-2012-1

Legal Description: HAEVERS 2ND SUBD NLY 100 FT OF LOT 2 & NLY 100 FT OF WLY 8 FT OF LOT 1 EX J5221-21 FOR RD 0.118 acres

610 Acme Street

Tax Parcel: 21-2036-1

Legal Description: HAEVERS 2ND SUBD LOT 24 EX ELY 25 FT 0.099 acres

603 North Henry Street

Tax Parcel: 21-2248

Legal Description: NEWBERRYS ADDN SUBD #1 N 50.8 FT OF S 711.2 FT OF LOT 85 ALSO KNOWN AS PCL 6 AS SHOWN ON DIAGRAM IN 192 D 526 BCR 0.240 acres

515-563 North Henry Street

Tax Parcel: 21-2249

Legal Description: N 550.8 FT OF S 660.4 FT OF LOT 85 OF NEWBERRYS ADDN SUBD #1 ALSO KNOWN AS PCLS 7 THRU 17 AS SHOWN ON DIAGRAM IN 192 D 526 2.636 acres

554 Lawrence Street

Tax Parcel: 21-2263

Legal Description: NEWBERRYS ADDN SUBD #1 PRT LOT 86 COM NW COR ELY 60.18 FT S 400 FT TO BEG E 145.08 FT S 100 FT W 145.08 FT N 100 FT TO BEG 0.332 acres

602 Lawrence Street

Tax Parcel: 21-2263-2

Legal Description: NEWBERRYS ADDN SUBD #1 THAT PRT OF LOT 86 COM NW COR E 60.18 FT S 250 FT TO BEG E 144 FT S 50 FT W 144 FT N 50 FT TO BEG 0.166 acres

564 Lawrence Street

Tax Parcel: 21-2263-3

Legal Description: NEWBERRYS ADDN SUBD #1 THAT PRT OF LOT 86 COM NW COR N 85 DEG 30 FT 41 IN E 60.18 FT S 350 FT TO BEG E 145.08 FT S 50 FT W 145.08 FT N 50 FT TO BEG 0.16 acres

568 Lawrence Street

Tax Parcel: 21-2263-4

Legal Description: NEWBERRYS ADDN SUBD #1 THAT PRT OF LOT 86 COM NW COR E 60.18 FT S 300 FT TO BEG E 145.08 FT S 50 FT W 145.08 FT N 50 FT TO BEG 0.16 acres

606 Lawrence Street

Tax Parcel: 21-2263-5 (a portion of this existing lot is included in the proposed property)

Legal Description: NEWBERRYS ADDN SUBD #1 THAT PRT OF LOT 86 COM NW COR E 60.18 FT S 200 FT TO BEG E 145.08 FT S 50 FT W 145.08 FT N 50 FT TO BEG 0.166 acres

550 Lawrence Street

Tax Parcel: 21-2263-10

Legal Description: NEWBERRYS ADDN SUBD #1 PRT LOT 86 COM NW COR E 60.18 FT S 500 FT TO BEG E 145.08 FT S 50 FT W 145.08 FT N 50 FT TO BEG 0.166 acres

1714 University Avenue

Tax Parcel: 21-2264

Legal Description: NEWBERRYS ADDN SUBD #1 THAT PRT OF LOT 87 LYG N OF RR EX WLY 68 FT 2 IN & EXC PAR T LYING S OF S LINE OF LOT 20 HAEVERS 2ND ADD EXT ELY 1.2636 acres

1632 University Avenue

Tax Parcel: 21-2268

Legal Description: NEWBERRYS ADDN SUBD #1 W 50 FT OF E 150 FT OF N 160 FT OF LOT 89 0.183 acres

1626 University Avenue

Tax Parcel: 21-2269

Legal Description: NEWBERRYS ADDN SUBD #1 W 50 FT OF E 200 FT OF N 160 FT OF LOT 89 0.183 acres

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 purpose and intent of the Planned Unit Development (PUD) is to permit the construction of a new barn with an increased capacity for cattle processing and alleviating daytime delivery congestion and traffic overflow. The PUD will unify the campus with consistent zoning standards and while providing appropriate buffering to surrounding properties. The general appearance and design of the site shall generally comply with the attached Exhibits A & B.
- B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:
 - 1. Professional offices
 - 2. Animals or poultry - slaughter or processing.
 - 3. Any other accessory uses presently approved for Parcel 21-1200 shall be permitted to continue, including the existing private wastewater treatment plant.
- C. Dimensional and Area Requirements. Dimensional and area requirements for principle structures on the subject property shall be as required as follows:
 - 1. Setbacks Unless otherwise stated, setbacks shall exclude buildings and parking:
 - a. Front yard
 - 1. University Avenue (between Acme & Lawrence): 15 feet.
 - 2. University Avenue (west of Acme Street): 9 feet.

3. Acme Street and Lawrence Street: No less than 11 feet.
- b. Corner side yard setbacks (North Henry Street): 22 feet.
- c. Interior side yard:
 1. University Avenue, west of Acme Street: 1.0 feet
 2. North property line between Lawrence and North Henry Street: 3 feet.
- d. South property line with Wisconsin Central, Ltd.: 0 feet.
2. Heights of Structures: Principal buildings shall not exceed 60 feet in overall height.
3. Impervious Coverage: Impervious surfaces shall not exceed 93% of the site and may include interior lot landscaping as part of the calculation.
- D. Architecture. All building elevations shall generally comply with the following requirement:

Building materials. All building facades shall be designed with architecturally-finished materials. Durable materials, such as masonry or stucco, shall be used on all street-facing facades. All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design, unless the entire building is being renovated.
- E. Lighting. All lighting on the subject property shall be regulated as set forth in Section 13-500, Green Bay Municipal Code.
- F. Signage. All signage for the current project shall be regulated as follows:
 1. All signs shall be constructed and in compliance with Chapter 13-2004 Green Bay Zoning.
 2. Wall signs are permitted as allowed in Chapter 13-2011, Table 20-3, General Industrial (GI).
 3. A monument sign may be permitted along the North Henry Street right-of-way not to exceed 8 feet in overall height and not exceed 125 square feet per side or a total of 250 square feet for the entire sign. The sign may be internally illuminated and setback not less than 10 feet from the North Henry Street right-of-way.
 4. The existing, freestanding, monument style, identity sign facing University Avenue shall remain.
 5. Temporary signs complying with Green Bay Municipal Code, Section 13.2014 shall be allowed.
 6. Directional signs are not to exceed 12 square feet per sign face.

G. Site Plan Review & Standards

1. A site plan shall be submitted and review per Chapter 13-1800.
2. All service, loading and refuse areas shall be screened per Chapter 13-1813, Green Bay Zoning.
3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Chapter 13-1815, Green Bay Zoning.

H. Parking/Pedestrian Access.

1. All parking shall be regulated as required in Chapter 13-1700.
2. Tractor trailers delivering cattle or picking up product will ingress via Lawrence Street and egress via Acme Street.
3. Internal walkways and an existing internal skywalk separate trucks and other vehicles from pedestrians.
4. All bicycle parking shall be regulated as required in Chapter 13-1724, Green Bay Zoning Code.
5. Driveways/Curb-Cuts along North Henry Street
 - a. An existing gated driveway near the south end of the property will remain in place for infrequent delivery of supplies and other service vehicles.
 - b. An existing driveway will remain in place to access three existing loading docks.
 - c. A new, gated, driveway is proposed for infrequent delivery of supplies and other service vehicles. The driveway shall comply with the Green Bay Municipal Code, Section 13.1706.
 - d. Existing driveways associated with the former residential properties along North Henry Street shall be closed to city standards. Existing sidewalk shall remain in place.

I. Landscaping/Transitional Yard

1. A detailed landscape plan shall be submitted for review as part of the site plan review.
2. The landscape plan shall identifying the type and placement of all proposed plant materials and details regarding all transitional areas.
3. The transitional yard along North Henry Street shall conform to the general appearance per Exhibit B.
4. University Avenue

Trees and plantings shall be installed along University Avenue at the former 1626 and 1632 University addresses. Plantings will include two deciduous canopy trees (minimum caliper of 2”), 6 evergreens (minimum planting height of 4’) and 6 shrubs per 100’ of street frontage.
5. North Henry Street

Plantings will include two deciduous canopy trees (minimum caliper of 2”), 9 evergreens (minimum planting height of 4’) and 9 shrubs per 150’ of barrier wall. See the attached Exhibit B. The extensive landscaping and screening along North Henry Street is intended to act as a buffer with the residential district on the east side of the street.

The barrier shall consist of an 8' high panel wall mounted on a concrete retaining wall foundation. The wall will have areas of contrasting color and bump outs as shown on Figure 6, Barrier and Landscaping Plan. An 8' high wall shall also run along the north property line between North Henry Street and Lawrence Street with landscaping being added as necessary to provide separation from residential/commercial uses to the north.

6. Landscaping within any new parking lots shall comply the Green Bay Municipal Code, Section 13.1821. Existing parking lots will remain unchanged.
 7. Architectural lighting may be installed on the barrier wall along Henry Street. All new installations will be fully shielded fixtures.
 8. Two display areas for public art will be installed along North Henry Street.
- J. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 30, Green Bay Municipal Code.
- K. All parcels shall be consolidated consistent with Exhibit A.
- L. The applicant/property owner is to work with the City's Traffic Engineer to determine if a Traffic Impact Analysis (TIA) shall be completed or if other agreed measures may be taken by the applicant/property owner and the City of Green Bay to address any relevant traffic concerns.
- M. 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:

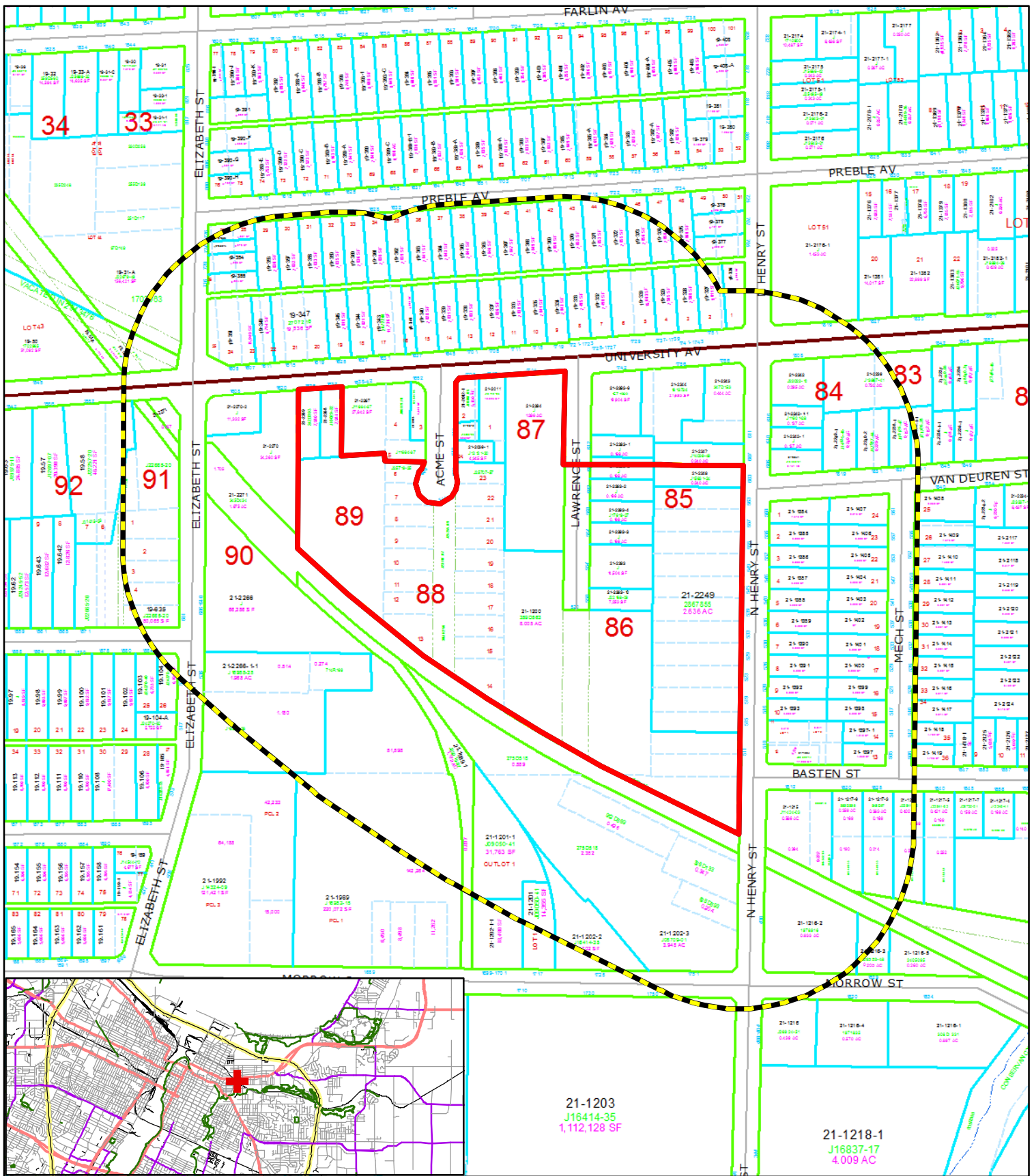
Mayor

ATTEST:

Clerk

Attachments:

Exhibit A – Conceptual Site Plan
Exhibit B – Landscape Plan



Zoning Petition (ZP 20-05)
Proposed Planned Unit Development (PUD)
544 Acme Street

- Subject Area
- 400' Property Owner Notice

0 5,000 10,000
 Feet



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 Map prepared by PN

For Official Notice:

**Public Notification
Proposed Planned Unit Development (PUD)
544 Acme Street
(ZP 20-05)**

The Green Bay Plan Commission will hold a public hearing on **Monday, April 13, 2020**, at 6:00 p.m. The meeting has been moved to a virtual location with a live broadcast at:

<https://www.youtube.com/CityOfGreenBay>. If you wish to participate in a Public Hearing, you may access the meeting by the internet or telephone, using the access code below. Join Zoom Meeting <https://zoom.us/j/603200987> Meeting ID: 603 200 987

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+1 253 215 8782 US

+1 301 715 8592 US

+1 346 248 7799 US (Houston)

Meeting ID: 603 200 987

Find your local number: <https://zoom.us/u/aeogZm6sq>

The hearing is regarding the following:

A request to create a Planned Unit Development (PUD) for the American Foods/Green Bay Dressed Beef campus, 544 Acme Street, submitted by Robert Mach, Mach IV Engineering on behalf of American Foods/Green Bay Dressed Beef, property owner. (Ald. C. Stevens, District 5)

Public comments will be invited at the public hearing or can be sent in writing to:

City of Green Bay
Department of Community and Economic Development
Attn: Paul Neumeyer
100 N. Jefferson St., Rm. 608
Green Bay, WI 54301

For additional information, contact Paul Neumeyer at (920) 448-3405 or paulne@greenbaywi.gov.

Publication Date: March 30, 2020 and April 6, 2020

**A PROCLAMATION EXTENDING THE STATE OF EMERGENCY
CITY OF GREEN BAY COVID-19 RESPONSE**

WHEREAS, on March 17, 2020, the Common Council adopted the Proclamation Declaring a State of Emergency regarding the City of Green Bay COVID-19 Response (“Proclamation”); and

WHEREAS, the Proclamation automatically expires on April 17, 2020 at 5:00 p.m., unless extended; and

WHEREAS, the conditions created by the public health emergencies continue to pose a substantial threat to public order, life, health and safety of the citizens of the City of Green Bay; and

WHEREAS, conditions require that the Proclamation be extended in order to protect the public order, life, health and safety of the citizens of the City of Green Bay; and

WHEREAS, because of such emergency conditions, Mayor Genrich extended the local State of Emergency for the City of Green Bay on April 15, 2020 until the Common Council was able to meet; and

WHEREAS, on April 21, 2020 the Common Council met to consider this matter.

NOW, THEREFORE, pursuant to sections 323.11 and 323.14 (4) of the Wisconsin Statutes, the City of Green Bay hereby declares the local State of Emergency for the City of Green Bay shall be extended and will automatically expire on May 26, 2020 at 5:00 p.m., unless extended.

IT IS FURTHER ORDERED that the period for which regular employees will continue to receive compensation based on their regular rate of pay and benefits despite being unable to work their regularly scheduled hours because the impact of COVID-19 has reduced or eliminated City services, is hereby extended until April 24, 2020.

Pursuant to 323.14(4)(b), Stats., the Common Council ratifies the proclamation extending the state of emergency dated April 16, 2020.

THIS DECLARATION OF A STATE OF EMERGENCY is enacted by the Common Council this 21st day of April 2020.

Eric Genrich, Mayor

Attest:

Kris Teske, Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 21, 2020

PREPARED BY

AGENDA ITEM # Y.I

Resolution to cancel certain property taxes in the amount of \$5,340.90.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resolution authorizing cancelled prop taxes

**RESOLUTION AUTHORIZING CANCELLATION
OF 2018 PROPERTY TAXES**

APRIL 21, 2020

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

That, pursuant to the recommendation of the Finance Committee at its meeting of April 7, 2020, the personal property taxes for the following account numbers are hereby cancelled.

	<u>Tax Year</u>	<u>Account</u>	<u>Amount</u>
VB-S1 Assets, LLC			
Personal Property	2018	27042	\$3,816.30
	2018	27045	\$ 762.30
	2018	27046	\$ 762.30

Adopted _____

Approved _____

Mayor

Clerk



Office of the City Assessor

DATE: 4/1/2020
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Adjustment of **2018** Personal Property Tax Bill

Please be advised that I am recommending that the **2018** tax bill be adjusted for the following personal property account:

<u>ACCT #</u>	<u>BUSINESS NAME</u>	<u>ADDRESS</u>
27042	VB-S1 Assets, LLC	2210 Main St

Reason: By direction of the state, this cell tower was assessed locally for the 2018 assessment roll. After further research, the state notified us that they had in fact assessed the tower as well, causing a double-assessment.

The 2018 assessed value of the personal property was \$163,200.
The corrected 2018 personal property assessment is \$0.

The 2018 tax bill has not been paid.

Rescind taxes according to this adjustment.

Cc: Diana Ellenbecker

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2018	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																																				
2	☐ Real estate parcel no. ☒ Personal property account no. 27042			Is this parcel in a TID? ☒ No ☐ Yes TID no. 																																																																																				
3	Property owner name VBS1 ASSETS LLC			Personal property category (see instructions) 4B Improvements on Leased lands																																																																																				
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9	Preparer name SCOTT ALVEY	Email SCOTTALV@GREENBAYWI.GOV
	Daytime phone (920) 448-3067	

2018 Personal Property Tax Summary

04/01/2020 11:54 AM

Page 1 Of 1

Personal Property #: 27042
Alt. Personal Prop. #:

CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

Tax Address:

VB-S1 ASSETS LLC
C/O RYAN PTS DEPT 850
PO BOX 460169
HOUSTON TX 77056

Owner(s):

O = Current Owner, C = Current Co-Owner

O - VB-S1 ASSETS LLC

Districts: SC = School, SP = Special

Type	Dist #	Description
SC	2289	GREEN BAY SCH DIST
SP	5040	G.B. METRO SEWER
SP	1300	NORTHEAST WI VTAE BROWN COUNTY

Property Address(es):

* = Primary

* 2210 MAIN ST

Legal Description:

Tax Bill #:	535639	Net Mill Rate	0.000000000	Installments	
		Gross Tax	4,116.50	End Date	Total
		School Credit	300.20	1 01/31/2019	1,908.15
		Total	3,816.30	2 07/31/2019	1,908.15
		First Dollar Credit	0.00		
Total Value	163,200	Lottery Credit	0.00		
Ratio	0.9436	0 Claims	0.00		
Fair Mrkt Value	173,000	Net Tax	3,816.30		

	Amt Due	Amt Paid	Balance	Bal. Codes
Net Tax	3,816.30	0.00	3,816.30	D
Special Assmnt	0.00	0.00	0.00	N
Special Chrg	0.00	0.00	0.00	
Delinquent Chrg	0.00	0.00	0.00	
Occupational	0.00	0.00	0.00	
Prop. Tax Interest		0.00	572.45	
Spec. Tax Interest		0.00	0.00	
Prop. Tax Penalty		0.00	286.22	
Spec. Tax Penalty		0.00	0.00	
Other Charges	0.00	0.00	0.00	
TOTAL	3,816.30	0.00	4,674.97	
Over-Payment		0.00		

Interest Calculated For APR 2020

Notes:

Payment History: (Posted Payments)

Date	Receipt #	Source	Type	Amount	GPT	SA	Int.	Pen.	Total
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Key: Balance Code: D - Delinquent, P - Postponed, N - No Balance
Payment Source: C - County, M - Municipality
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Office of the City Assessor

DATE: 4/1/2020
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Adjustment of **2018** Personal Property Tax Bill

Please be advised that I am recommending that the **2018** tax bill be adjusted for the following personal property account:

<u>ACCT #</u>	<u>BUSINESS NAME</u>	<u>ADDRESS</u>
27045	VB-S1 Assets, LLC	1335 Main St

Reason: By direction of the state, this cell tower was assessed locally for the 2018 assessment roll. After further research, the state notified us that they had in fact assessed the tower as well, causing a double-assessment.

The 2018 assessed value of the personal property was \$32,600.
The corrected 2018 personal property assessment is \$0.

The 2018 tax bill has not been paid.

Rescind taxes according to this adjustment.

Cc: Diana Ellenbecker

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2018	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																																																																				
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9	Preparer name SCOTT ALVEY	Email SCOTTALV@GREENBAYWI.GOV
	Daytime phone (920) 448-3067	

2018 Personal Property Tax Summary

04/01/2020 11:57 AM

Page 1 Of 1

Personal Property #: 27045
Alt. Personal Prop. #:

CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

Tax Address:

VB-S1 ASSETS LLC
C/O RYAN PTS DEPT 850
PO BOX 460169
HOUSTON TX 77056

Owner(s):

O = Current Owner, C = Current Co-Owner
O - VB-S1 ASSETS LLC

Districts:

SC = School, SP = Special

Type	Dist #	Description
SC	2289	GREEN BAY SCH DIST
SP	5040	G.B. METRO SEWER
SP	1300	NORTHEAST WI VTAE BROWN COUNTY

Property Address(es):

* 1335 MAIN ST

* = Primary

Legal Description:

Tax Bill #:	535641	Net Mill Rate	0.000000000	Installments	
		Gross Tax	822.30	End Date	Total
		School Credit	60.00		
		Total	762.30	1 01/31/2019	381.15
		First Dollar Credit	0.00	2 07/31/2019	381.15
		Lottery Credit	0.00		
		Net Tax	762.30		
Total Value	32,600				
Ratio	0.9436				
Fair Mrkt Value	34,500				

	Amt Due	Amt Paid	Balance	Bal. Codes
Net Tax	762.30	0.00	762.30	D
Special Assmnt	0.00	0.00	0.00	N
Special Chrg	0.00	0.00	0.00	
Delinquent Chrg	0.00	0.00	0.00	
Occupational	0.00	0.00	0.00	
Prop. Tax Interest		0.00	114.35	
Spec. Tax Interest		0.00	0.00	
Prop. Tax Penalty		0.00	57.17	
Spec. Tax Penalty		0.00	0.00	
Other Charges	0.00	0.00	0.00	
TOTAL	762.30	0.00	933.82	
Over-Payment		0.00		

Interest Calculated For APR 2020

Notes:

Payment History: (Posted Payments)

Date	Receipt #	Source	Type	Amount	GPT	SA	Int.	Pen.	Total
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Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax



Office of the City Assessor

DATE: 4/1/2020
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Adjustment of **2018** Personal Property Tax Bill

Please be advised that I am recommending that the **2018** tax bill be adjusted for the following personal property account:

<u>ACCT #</u>	<u>BUSINESS NAME</u>	<u>ADDRESS</u>
27046	VB-S1 Assets, LLC	1135 W Mason St

Reason: By direction of the state, this cell tower was assessed locally for the 2018 assessment roll. After further research, the state notified us that they had in fact assessed the tower as well, causing a double-assessment.

The 2018 assessed value of the personal property was \$32,600.
The corrected 2018 personal property assessment is \$0.

The 2018 tax bill has not been paid.

Rescind taxes according to this adjustment.

Cc: Diana Ellenbecker

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

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2	☐ Real estate parcel no. ☒ Personal property account no. 27046			Is this parcel in a TID? ☒ No ☐ Yes TID no. 																																																																																				
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e.	05 - 2289	School district GREEN BAY																																																																																						
f.		Union high school district																																																																																						
g.	1300	Technical college district NORTHEAST WISCONSIN TECH COLLEGE GNBY																																																																																						
h.	Total net tax rescinded or refunded – EXCLUDING INTEREST (This amount is after School Levy Tax Credit.)																																																																																							
8	Select the appropriate statute and explanation why these taxes were rescinded or refunded. Statute no(s). 70.43 - Assessor correction of error Explanation: Double assessment Additional explanation: (If you need more space, include as an attachment) By direction of the state, this cell tower was assessed locally for the 2018 assessment roll. After further research, the state notified us that they had in fact assessed the tower as well, causing a double-assessment.																																																																																							

9 Preparer name SCOTT ALVEY	Email SCOTTALV@GREENBAYWI.GOV
Daytime phone (920) 448-3067	

2018 Personal Property Tax Summary

04/01/2020 11:58 AM

Page 1 Of 1

Personal Property #: 27046
Alt. Personal Prop. #:

CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

Tax Address:

VB-S1 ASSETS LLC
C/O RYAN PTS DEPT 850
PO BOX 460169
HOUSTON TX 77056

Owner(s):

O = Current Owner, C = Current Co-Owner

O - VB-S1 ASSETS LLC

Districts:

SC = School, SP = Special

Type	Dist #	Description
SC	2289	GREEN BAY SCH DIST
SP	5040	G.B. METRO SEWER
SP	1300	NORTHEAST WI VTAE BROWN COUNTY

Property Address(es):

* = Primary

* 1146 W MASON ST

Legal Description:

Tax Bill #:	535642	Net Mill Rate	0.000000000	Installments	
		Gross Tax	822.30	End Date	Total
		School Credit	60.00		
		Total	762.30	1 01/31/2019	381.15
		First Dollar Credit	0.00	2 07/31/2019	381.15
		Lottery Credit	0.00		
		Net Tax	762.30		
Total Value	32,600				
Ratio	0.9436				
Fair Mrkt Value	34,500				

	Amt Due	Amt Paid	Balance	Bal. Codes
Net Tax	762.30	0.00	762.30	D
Special Assmnt	0.00	0.00	0.00	N
Special Chrg	0.00	0.00	0.00	
Delinquent Chrg	0.00	0.00	0.00	
Occupational	0.00	0.00	0.00	
Prop. Tax Interest		0.00	114.35	
Spec. Tax Interest		0.00	0.00	
Prop. Tax Penalty		0.00	57.17	
Spec. Tax Penalty		0.00	0.00	
Other Charges	0.00	0.00	0.00	
TOTAL	762.30	0.00	933.82	
Over-Payment		0.00		

Interest Calculated For APR 2020

Notes:

Payment History: (Posted Payments)

Date	Receipt #	Source	Type	Amount	GPT	SA	Int.	Pen.	Total
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Key: Balance Code: D - Delinquent, P - Postponed, N - No Balance

Payment Source: C - County, M - Municipality

Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax



Office of the City Assessor

April 1, 2020

Re: VB-S1 (aka Vertical Bridge)
PP Acct # 27042, 27045, & 27046

Mr. Russ Schwandt

The purpose of this report is to clarify the excess taxes situation as it relates to the given cellular towers ("the towers") stated above. To do so, we will go in-depth on the process we used and the measures we took to place a value on the tower, input received from the Department of Revenue ("DOR" or "the state"), and the eventual recognition of dual taxation.

Historically, all towers were assessed at the state level. The tower companies would report gross receipts to the state, which would assess the towers according to those gross receipt numbers. Then DOR would issue funds to the municipalities proportionately based on internal metrics. In January 2018, for assessment year 2018, DOR issued a mandate for all cellular towers not owned by a telecommunications company ("Telco"; e.g. Verizon, AT&T, etc). Telco towers would still be assessed at the state level using gross receipts, but towers not owned by a Telco were to be assessed locally. There was some support documentation available that directed assessors to the FCC website, among other methods of research.

Thus, we used the given resources to begin compiling a list of all the towers in the City. Once a tower was found, we consulted with the FCC website to confirm ownership of said tower and cross-referenced the lists of companies to be locally- and state-assessed. That done, we used Marshall & Swift cost guides and DOR-prescribed depreciation schedules to value the local towers as Personal Property – Buildings on Leased Land. Board of Review finalized our roll for 2018 and we rolled over to 2019.

In 2019, having received their tax bill, VB-S1 challenged the towers in question as double-assessed. We reached out to DOR to clarify the situation. DOR confirmed that the towers were, in fact, already assessed by DOR, making our local assessment for 2018 redundant. We deleted the towers for 2019 before they were finalized, and they are no longer on the roll going forward.

To our knowledge to date, these three accounts and the previous refund/rescind account (PP Acct # 27041) are the only four towers that were assessed by both the City and DOR. As we have covered two cycles of tax bills and approaching three Boards of Review from initial valuation without any other challenges, we believe that there will not be any further incidents of refund/rescind for dual taxation of towers.

*City of Green Bay
Assessor's Office*

FINAL PAYMENTS RESOLUTION
April 21, 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 3-17 – 2017

ADVANCE CONSTRUCTION, INC.

TOTAL AMOUNT EARNED:	\$ 1,279,342.66
LESS AMOUNT RETAINED:	\$ 0.00
	<u>\$ 1,279,342.66</u>
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 1,207,532.11</u>
AMOUNT DUE THIS PAYMENT:	\$ 71,810.55

ACCOUNT NUMBERS

436R813-54001-91540: \$71,810.55

PO #1700172

2. PAVEMENT 1-17 – 2017

ADVANCE CONSTRUCTION, INC.

TOTAL AMOUNT EARNED:	\$ 2,836,264.70
LESS AMOUNT RETAINED:	\$ 0.00
	<u>\$ 2,836,264.70</u>
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 2,760,538.09</u>
AMOUNT DUE THIS PAYMENT:	\$ 75,726.61

ACCOUNT NUMBERS

412500E-55355-61077: \$74,430.61

401500E-55141-61077: \$1,296.00

PO #1700073

3. MOSSY OAK STORM WATER POND – 2017

RELYCO, INC.

TOTAL AMOUNT EARNED:	\$ 859,339.05
LESS AMOUNT RETAINED:	\$ 0.00
	<u>\$ 859,339.05</u>
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 842,817.93</u>
AMOUNT DUE THIS PAYMENT:	\$ 16,521.12

ACCOUNT NUMBERS

413500E-55359-63127: \$16,521.12

PO #1700123

**4. PAVEMENT 1-18: PART B – 2018
ADVANCE CONSTRUCTION, INC.**

TOTAL AMOUNT EARNED:	\$ 1,369,026.85
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 1,369,026.85
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 1,266,085.43</u>
AMOUNT DUE THIS PAYMENT:	\$ 102,941.42

ACCOUNT NUMBERS

452500-55355-61088: \$91,217.26
452500E-55305-61088: \$11,724.16
PO #1800065

**5. PAVEMENT 3-19 – 2019
ADVANCE CONSTRUCTION, INC.**

TOTAL AMOUNT EARNED:	\$ 894,234.27
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 894,234.27
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 870,835.22</u>
AMOUNT DUE THIS PAYMENT:	\$ 23,399.05

ACCOUNT NUMBERS

401500E-55305-61089: \$23,399.05
PO #1900106

**6. SEWERS 1-19: PART C – 2019
ADVANCE CONSTRUCTION, INC.**

TOTAL AMOUNT EARNED:	\$ 802,459.77
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 802,459.77
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 780,388.80</u>
AMOUNT DUE THIS PAYMENT:	\$ 22,070.97

ACCOUNT NUMBERS

501-12201-63029: (\$555.00)
412500E-55355-63029: \$22,625.97
PO #1900054

**7. SEWERS 7-17 – 2017
ADVANCE CONSTRUCTION, INC.**

TOTAL AMOUNT EARNED:	\$ 281,109.69
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 281,109.69
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 269,233.66</u>
AMOUNT DUE THIS PAYMENT:	\$ 11,876.03

ACCOUNT NUMBERS

412500E-55355-63137: \$11,876.03
PO #1700201

8. **SEWERS 4-18 – 2018**
ADVANCE CONSTRUCTION, INC.

TOTAL AMOUNT EARNED:	\$ 1,015,414.92
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 1,015,414.92
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 979,396.20</u>
AMOUNT DUE THIS PAYMENT:	\$ 36,018.72

ACCOUNT NUMBERS

403500-55355-63078: \$26,016.70

412500E-55355-63078: \$10,002.02

PO #1800139

Adopted _____, 2020

Approved _____, 2020

Mayor

ATTEST:

City Clerk

MAM

**A RESOLUTION AUTHORIZING THE CITY OF GREEN BAY TO FILE
OBJECTIONS, PETITIONS AND/OR CROSS-APPEALS CONCERNING GREEN BAY
PACKAGING INC. MANUFACTURING PERSONAL PROPERTY ASSESSMENTS**

April 21, 2020

WHEREAS, the Wisconsin Department of Revenue has recently denied in part and approved in part the request of Green Bay Packaging Inc. to significantly lower the 2019 manufacturing personal property assessments of certain manufacturing property owned by Green Bay Packaging Inc. at multiple locations (State ID No. 81-05-231-P-000021288) in the City of Green Bay (“the Subject Properties”); and

WHEREAS, Green Bay Packaging Inc. is now seeking an appeal of this decision of the Wisconsin Department of Revenue with the Wisconsin Tax Appeals Commission in order to significantly lower the 2019 manufacturing personal property assessments for the Subject Properties from \$6,614,200 to \$3,573,384, a difference of \$3,040,816; and

WHEREAS, the City of Green Bay seeks to protect the interest of all taxpayers in its jurisdiction that the Subject Properties be assessed fairly and equitably for assessment year 2019;

NOW, THEREFORE, BE IT RESOLVED by the City of Green Bay, that the City file with the Wisconsin Tax Appeals Commission objections, petitions and/or cross-appeals to the Green Bay Packaging Inc. Petition for Review to the Wisconsin Tax Appeals Commission relative to the Manufacturing Personal Property Assessment regarding the 2019 assessment; and

BE IT FURTHER RESOLVED THAT legal counsel, Amy R. Seibel of Seibel Law Offices, LLC, is hereby appointed and designated as agent and attorney for the City of Green Bay to complete, sign, and file such objections, petitions and/or cross-appeals with the Wisconsin Tax Appeals Commission on behalf of the City and to take any and all other actions as may be necessary to litigate such matters to protect the interest of the City, including, obtaining appraisals and such other expert consultations as may be necessary relative to the 2019 assessment year of the Subject Properties, all subject to the approval of the City Attorney, together with any subsequent appeals in court in the representation of the City therein.

Adopted _____

Approved _____

Eric Genrich, Mayor

Kris A. Teske, Clerk