



AGENDA OF THE COMMON COUNCIL

MONDAY, JUNE 29, 2020, 6:00 PM

Virtual Meeting

Public may also view at

www.youtube.com/CityOfGreenBay

A. Zoom Meeting Information

- I. This item contains information and instructions for the Zoom meeting.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

- I. The invocation will be led by Alder Chris Wery, District 8.

E. Approval of Minutes.

- I. Approval of the minutes from the June 2, 2020 Common Council meeting.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

I. New Appointment

Green Bay Plan Commission

Derius Daniels, 115 E. Walnut, #204, Green Bay, 54301

Term to expire: July 1, 2023

Transit Commission

Michael Conley-Kuhagen, 130 Badger Lane, Apt 110, Green Bay, 54303

Term to expire: July 1, 2023

J. Ordinances - Second Reading for Adoption.

1. General Ordinance No. 14-20
An ordinance amending Section 29.21 I, Green Bay Municipal Code, relating to penalties for parking violations.
2. General Ordinance No. 15-20
An ordinance amending Section 29.208, Green Bay Municipal Code, relating to parking regulations.
3. General Ordinance 13-20
An ordinance creating Section 33.08(7)(i), Green Bay Municipal Code, relating to online ordering and curbside pickup of alcohol beverages.
4. Zoning Ordinance No. 8-20
An ordinance amending the Planned Unit Development (PUD) Overlay District for building expansion at 1601 North Quincy Street.

K. Report of the Redevelopment Authority (June 9, 2020).

1. To recommend Common Council adopt Resolutions designating the Redevelopment Authority (RDA) to perform all acts necessary for creating, amending, and/or closing Tax Increment District Seven (7), Eight (8), Nine (9), Twelve (12), Fourteen (14), Seventeen (17), Twenty-Four (24), and Twenty-Five (25).
2. To proceed as directed in closed session regarding the Preliminary Concept Plan(s) for the Shipyard at 100 W. Mason Street (Tax Parcel 2-78).

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.

L. Report of the Improvement & Services Committee (June 10, 2020 AND June 24, 2020).

1. To approve the request by Jack Umentum, 1620 Franz Avenue, to refund \$470 in connection fees for mini-storm sewer connection. (June 10, 2020)
2. To approve the request to include the flood mitigation project for CTH A/Beach Lane in the 2021 Capital Improvement Program and to communicate the City's commitment to completing the project to Brown County (Ald. Dorff). (June 10, 2020)
3. To approve the draft ordinance and guidelines that would permit the installation of parklets in retail and commercial areas (Ald. Johnson). (June 10, 2020)
4. To refer to staff requesting Department of Public Works look into the storm water sewer backups starting from East Shore Circle to California/East Shore Drive (Ald. Lefebvre). (June 10, 2020)
5. To receive and place on file, on behalf of Tina Bunker, to have the City of Green Bay own and maintain the storm water management ponds as part of the Grandview subdivision(s) (Ald. Nicholson). (June 10, 2020)

6. To bring back from the table, and to receive and place on file the feasibility of utilizing the “even-odd” residential address overnight parking scenario, as is done in Milwaukee, in order to relieve the parking problems at residences with limited parking spaces with Department of Public Works staff creating draft ordinances that allow even-odd overnight on street parking during summer months and/or year round and present at the January 8, 2020 Improvement and Services Committee meeting (tabled at the February 4, 2020 Common Council meeting) (Ald. Steuer). (June 10, 2020)
7. To approve the request by Department of Public Works regarding approval of the annual Compliance Maintenance Annual Report (CMAR), authorize the Mayor and City Clerk to execute the resolution, and authorize the Director of Public Works to submit the report to Wisconsin Department of Natural Resources (WDNR) sanitary sewer collection permit. (June 10, 2020)
8. To approve the request by Department of Public Works to enter into a State-Municipal Agreement with the Wisconsin Department of Transportation for the reconstruction of the Larsen Street Bridge over Beaver Dam Creek. (June 10, 2020)
9. To approve the Intergovernmental Agreement between City of Green Bay and Village of Allouez for combined CIPP Liner contract, Sewers 4-20 Basin Repair. (June 10, 2020)
10. To receive and place on file the report of actions taken by Department of Public Works

A. Granting of Licenses

I. Sidewalk Builder

- a. Absolute Concrete LLC
- b. Ramco Construction Services LLC

2. Tree & Brush Trimmer license to A to Z Tree Service LLC.

3. Underground Sprinkler System license to Fox Valley Irrigation, Inc. (June 10, 2020)

11. To approve General Ordinance No. 19-20, an ordinance creating section 9.17, Green Bay Municipal Code, relating to responsible bidder criteria. (June 24, 2020)

12. To approve the report of the Purchasing Manager:

A. To purchase two (2) Utility Vehicles for \$117,326.00 from Bobcat Plus Inc., the lowest responsive, responsible vendor.

B. To purchase two (2) Refuse Trucks for \$529,875.94 from R.N.O.W., Inc., the lowest responsive, responsible vendor.

C. To purchase one (1) Tandem Axle Plow Truck for \$205,796.00 from Packer City International, the lowest responsive, responsible vendor.

D. To purchase two (2) 1-Ton Dump Body, Tailgate Spreader, & V-Plow from Olson Trailer & Body, the lowest responsive, responsible vendor.
(June 24, 2020)

13. To receive and place on file the following contract:

A. SEWERS 4-20 BASIN REPAIR - no bids were received.

To approve the award of the following contract:

B. SIDEWALKS 2020 to the low responsive bidder, Al Dix Concrete, Inc., in the amount of \$242,240.
(June 24, 2020)

14. To approve the request by Department of Public Works to award construction contract SOUTH BAY SHORE DIKE REINFORCEMENT at a staff level and report the award at the next regular meeting of the Improvement and Services Committee. (June 24, 2020)

15. To receive and place on file the report of actions taken by Department of Public Works

A. Granting of Licenses

I. Sidewalk Builder

- a. Delrar, Inc.
- b. Douglas J. Maurer Concrete LLC
- c. Evraets Concrete Const. LLC
- d. N & L Concrete Const. LLP
- e. N.E.W. Concrete
- f. SMA Construction Services

2. Tree & Brush Trimmer for S & D Tree Service.
(June 24, 2020)

M. Report of the Protection & Policy Committee (June 8, 2020 AND June 22, 2020).

1. To approve an application for a "Class B" Combination license for Tristas Lunchbox LLC at 1542 University with a licensed premises as "MAIN FLR, BAR, COOLERS, POOL ROOM, BACK OFFICE, TIKI BAR W/IN OUTDOOR PATIO, OUTDOOR PATIO," with the approval of the proper authorities (Previously licensed as Alisa Marie, LLC). (June 8, 2020)
2. To approve a renewal application for a "Class B" Combination license for Tristas Lunchbox LLC at 1542 University, pending the approval of the original application at the June 2 Common Council meeting and with the approval of the proper authorities. (June 8, 2020).
3. To approve as amended a change of agent at Wisconsin Apple, LLC at 2420 E. Mason St. for the 2019-2020 license year. (June 8, 2020).
4. To approve a 2020-2021 renewal application for a "Class B" Combination license for K Burkel, Inc. at 1007 Tony Canadeo Run with a change in the licensed description to "parking lot patio bar basement coolers" and with the approval of the proper authorities. (June 8, 2020).
5. To approve a 2020-2021 renewal application for a "Class A" Liquor & Class "A" Beer license for Tikapur Petroleum at 2115 Main St. with a change of agent and with the approval of the proper authorities. (June 8, 2020).
6. To approve a change of agent for TNT Holdings, Inc. at 2511 W. Mason St. for the 2019-2020 license year. (June 8, 2020).
7. To approve a 2020-2021 renewal application for a "Class B" Combination license for TNT Holdings, LLC at 2511 W. Mason St., pending the change of agent at the June 29 Common Council meeting and with the approval of the proper authorities. (June 8, 2020).
8. To approve the renewal applications for various liquor and/or beer licenses for the 2020-2021 license year, with approval of the proper authorities (see attached). (June 8, 2020).
9. To approve a 2020-2021 renewal application for a Class "A" Beer license for Isaias Alvarez at 2030 E. Mason St. Suite B with a change in licensed description to "Sold out of Beer Cooler, Overstock is stored in walk-in cooler in backroom," with the approval of the proper authorities. (June 8, 2020).
10. To receive and place on file request by Ald. Scannell to appeal to the state to move the election from the first Tuesday of a month to the first Saturday, referred from the Ad Hoc Committee on Elections. (June 8, 2020).
11. To receive and place on file a request by Ald. Kathy Lefebvre to have staff gather and report all businesses in Green Bay that have class A, class B (beer), class B (liquor) and class B combination license. This should include type of business (restaurant, bar, grocery store, gas station, liquor store), name of business and addresses. A map of the locations would be helpful. Report back in July to give staff time to compile the report. (June 8, 2020).
12. To receive and place on file the Liquor Violation Report for June 8, 2020. (June 8, 2020).

13. To approve a 2019-2020 application for a Class "A" Beer license and "Class A" liquor (cider only) by Diana Hernandez Hernandez at 741 Abrams St. Suite 6 with a licensed premises description as "one story sales floor, beer coolers, storage room," with the approval of the proper authorities. (June 22, 2020).
14. To approve a 2020-2021 renewal application for a Class "A" Beer license and "Class A" liquor (cider only) by Diana Hernandez Hernandez at 741 Abrams St. Suite 6, pending the approval of the original application at the June 29 Common Council meeting and with the approval of the proper authorities. (June 22, 2020).
15. To approve a 2019-2020 application for a "Class B" Combination license by Tux 2, Inc. at 1313 S. Broadway with a licensed premise description as "BAR, BACKROOM," with approval of the proper authorities. (June 22, 2020).
16. To approve a 2020-2021 renewal application for a "Class B" Combination license by Tux 2, Inc. at 1313 S. Broadway, pending the approval of the original application at the June 29 Common Council Meeting, with the approval of the proper authorities. (June 22, 2020).
17. To approve a "Class A" Liquor and Class "A" Beer license for Belgium LLC at 2600 Niagara Tr for the 2020-2021 license year with a licensed description as "gas station, beverages stored in coolers and on the shelf," with the approval of the proper authorities. (June 22, 2020).
18. To waive the ordinance requirements for an outdoor licensed premise and approve a recommend waiving the ordinance requiring regarding height and impervious approve an available "Class B" Combination license for the 2020-2021 license year for Off the Rails, LLC at 200 Dousman St. with a premises description as "1st Floor-Main Level Bar, Outdoor Canopy Bar, Locked Liquor Storage Room In Kitchen; Second Floor-Main Bar Area, Large Walk In Beer Cooler Behind Bar Area, Records Kept in Owner's Office on Second Floor," with the approval of the proper authorities. (June 22, 2020).
19. To approve a 2020-2021 renewal application for a "Class B" Combination License for Baebe Zuege, LLC at 1570 Elizabeth St. with a change in the licensed premises description to "kitchen area, store room, bar room, office," with the approval of the proper authorities. (June 22, 2020).
20. Consideration with possible action on a 2020-2021 renewal application for a "Class B" Combination License by Jamrock GB, LLC at 700 Bodart St. with a change in licensed description to "MAIN BAR AREA, STORE RM, 2 BATHRMS, FULL BASEMENT, BEHIND BAR, STORE RM, BASEMENT COOLERS." (June 22, 2020).
21. To approve a 2020-2021 "Class B" Combination License renewal for Phat Headz II at 420 N. Clay St. with a change in license description to "ALCOHOL WILL BE SOLD AND STORED IN THE MAIN BAR AREA. ADDITIONAL INVENTORY IS HELD IN A LOCKED STORAGE ROOM ON THE NORTHEAST SIDE OF THE BUILDING," with the approval of the proper authorities. (June 22, 2020).
22. To approve the renewal applications for various liquor and/or beer licenses for the 2020-2021 license year with approval of the proper authorities (see attached). (June 22, 2020).
23. To receive and place on file the Liquor Violation Report for June 22, 2020. (June 22, 2020).

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

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

O. Report of the Plan Commission (June 22, 2020).

1. To receive and place on file a request from Ald. Mark Steuer to look at the feasibility, and various site locations, of a virtual drive-in theatre/performing arts venue, as is being done in numerous other locations.
2. To rezone 1341 Brosig Street from General Commercial (C1) to Varied Density Residential (R3). (Public hearing held 06/22/20)
3. To authorize a Conditional Use Permit (CUP) for a proposed dormitory use in an Office/Residential (OR) district located at 320 South Webster Avenue, subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit. (Public hearing held 06/22/20)

P. Report of the Finance Committee (June 16, 2020).

1. To approve the updated City of Green Bay Procurement Manual.
2. Refer to staff to research other hazard pay policies in response to a request by Ald. Wery to the Finance committee which states: Offer a pay incentive/bonus for poll workers who have worked and will work this year during the Covid-19 situation. 2) Adopt a policy for future hazard pay situations.
3. To refer and place on file a request by Ald. Steuer to the Finance committee which states: To create an Ad-Hoc Committee to look at ways and methods to adjust downward the 2020 City of Green Bay Bonding Schedule and the potential 2021 City of Green Bay budget, with participants from the Green Bay citizenry, Green Bay Alders, and City of Green Bay staff (both administrative and union). This is truly a team effort."
4. To approve the purchase of the ballot folder and envelope opener using grant funds Chief of Staff Celestine Jeffreys discussed in response to the request by the Ad Hoc Committee on Elections for the Finance Committee to consider the purchase of electronic poll books and a DS 450 tabulator and ballot folder package.

To receive and place on file the purchase of electronic poll books and a DS 450 tabulator at this time and to urge staff to consider these items in next year's budget.

5. To approve the purchase of two drop boxes funded by grant money in response to a request by the Ad Hoc Committee on Elections to the Finance Committee to consider funding two to four drop boxes for absentee ballots, to be placed at locations in the City of Green Bay.

6. To approve the Green Bay Electronics Record Program Software License and Service Agreement between the City of Green Bay and Brown County, Wisconsin.

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7. To approve the Distribution Agreement between the City of Green Bay and John Rousseau as sole member of Global Horizons, LLC.

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Q. Report of the Park Committee (June 10, 2020 AND June 24, 2020).

1. To refer to staff to research grant opportunities to help control the invasive plants at the Wildlife Sanctuary.
2. To table the beach project at Bay Beach Amusement Park until 100% of the \$1 million fundraising goal and 80% of the \$1 million grant goal has been met. Motion Failed 2-2. Referred to City Council with no recommendation.
3. To approve the request by Ald. Lynn Gerlach to rename Gagnon Park, “Olde Preble Neighborhood Park”, and to name the little league field “Joseph F. Gagnon Jr.” field.
4. To direct staff to open the recreation aquatic facilities, youth sports leagues and youth camps per the 2020 City of Green Bay Parks COVID-19 Reopening Plan that was presented at the May 27th Park Committee Meeting.
5. To approve a utility easement with Wisconsin Independent Network (WIN) on behalf of the Green Bay Packers for the installation of a fiber optic line at John Muir Park.
6. To approve increasing the launch fees at the Metro Boat Launch on January 1, 2021 to \$60 for a seasonal pass, \$50 for a senior pass, \$6 for a daily pass, and \$75 for a commercial pass, contingent upon DePere, Wrightstown and Brown County adopting the same fee increase.

R. Report of the Personnel Committee (June 16, 2020).

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Legal Assistant (Claims) - Law
 - b. Captain - Police
 - c. Sergeant - Police
2. To approve as amended Chapter 23 FMLA, Section 2 to allow Emergency First Responders Paid Sick Leave to extend through September 30, 2020.

S. Report of the Traffic, Bicycle, and Pedestrian Commission (June 15, 2020).

1. To remove the NO PARKING zone on the east side of Broadway from a point 10 feet north of Kellogg Street to a point 50 feet south of Kellogg Street.
2. To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Broadway from a point 50 feet south of Kellogg Street to a point 175 feet south of Kellogg Street.
3. To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Broadway from a point 205 feet south of Bond Street to a point 10 feet north of Kellogg Street.
4. To establish and adopt by ordinance a NO PARKING zone on the east side of Broadway from a point 85 feet north of Kellogg Street to a point 70 feet south of Kellogg Street.
5. To establish and adopt by ordinance a 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Broadway from a point 205 feet south of Bond Street to a point 85 feet north of Kellogg Street.
6. To establish and adopt by ordinance a 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Broadway from a point 70 feet south of Kellogg Street to a point 175 feet south of Kellogg Street.

T. Ad Hoc Committee on Elections (May 28, June 4, June 11 AND June 18 2020).

1. To approve the locations that have agreed to the August and November elections (May 28).
2. To receive and place on file identifying voters' responsibilities and the clerk's office sphere of control (May 28).
3. To approve a letter to the Green Bay Area Public School Board formally requesting the board to add an agenda item which would consider the use of gyms at East, West, Southwest and Preble High Schools as polling locations, for this pandemic election year (June 4).
4. To approve the purchase of a ballot folder, DS 450 tabulator and electronic poll books, and refer to the Finance Committee for their consideration (June 4).
5. To approve purchase of PPE for poll workers, as long as costs are reasonable and the pandemic has not abated, and to approve mandating poll workers to wear masks (June 4).
6. To approve an advertising campaign for early in-person absentee voting and absentee voting (June 4).
7. To approve a social media campaign to advertise early in-person absentee voting and absentee voting (June 4).
8. To approve maintaining past practice for the number of early in-person absentee polling locations in the City of Green Bay (June 4).
9. To deny creating drive through voting, either for election day and/or for early in-person absentee voting in August and/or November (June 11).

10. To receive and place on file the updated number and list of poll workers--100 (June 11).
11. To approve a request to the Finance Committee to fund two to four drop boxes (June 11).
12. To approve the updated list of polling locations, both new and current, including a summary of efforts to secure additional polling locations (June 18).
13. To receive and place on file city's WEC assessment of new polling locations (June 18).
14. To approve installing four drop boxes for mail-in absentee ballots (June 18).
15. To approve scheduling the next two meetings for July 9 and July 23, 2020 (June 18).
16. To approve a calendar of deadlines and important dates for the upcoming August and November elections (June 18).

U. Receive and Place on File.

1. Building Permit Report for May 2020.
2. Municipal Court Report for May 2020.

V. Committee of the Whole

1. Consideration with possible action on the resolution extending the State of Emergency for the City of Green Bay COVID-19 response.
2. Consideration with possible action on General Ordinance No. 20-20, repealing and recreating GBMC section 33.03(5) relating to temporary expansion of premises.
3. Update with possible action on the status of the 2020 City of Green Bay budget, including impacts and changes caused by the COVID-19 pandemic.

W. Resolutions.

1. Resolution approving the Wisconsin Department of Natural Resources NR 208 – Compliance Maintenance Annual Report.
2. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for an allocation amendment, affordable housing extension, and dissolution of Tax Increment District (TID) Number Seven (7), Ashland Avenue and Lombardi Avenue corridors.
3. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for an allocation amendment, affordable housing extension, and dissolution of Tax Increment District (TID) Number Eight (8), Henry and Morrow Streets.
4. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for the amendment and dissolution of Tax Increment District (TID) Number Nine (9), State Highway 54/57 Business Park.
5. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for an allocation amendment, affordable housing extension, and dissolution of Tax Increment District (TID) Number Twelve (12), I-43 commercial development.

6. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for the amendment of Tax Increment District (TID) Number Fourteen (14), the Rail Yard.
7. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for the amendment and dissolution of Tax Increment District (TID) Number Seventeen (17), 900 Block North Broadway.
8. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for the creation of Tax Increment District (TID) Number Twenty-Four (24), Adams Chicago.
9. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for the creation of Tax Increment District (TID) Number Twenty-Five (25), Monroe Cherry.
10. Resolution drawing final orders to contractors for June 29, 2020.
11. Resolution authorizing conditional-use approval at 320 South Webster Avenue.
12. Resolution authorizing relocation of polling places for Wards 6, 7, 9, 13 thru 17, 20, 25, 28 thru 31, 34, 36, 37, 39 thru 43, and 45 thru 47.
13. A Resolution Authorizing and Providing for the Sale and Issuance of \$15,550,000 General Obligation Corporate Purpose Bonds, Series 2020A, and All Related Details.
14. A Resolution Authorizing and Providing for the Sale and Issuance of \$2,250,000 Taxable General Obligation Community Development Bonds, Series 2020B, and All Related Details.
15. A Resolution Authorizing and Providing for the Sale and Issuance of \$5,520,000 General Obligation Promissory Notes, Series 2020C, and All Related Details.
16. A resolution extending the State of Emergency for the City of Green Bay COVID-19 response.

X. Ordinances - First Reading for Adoption

1. General Ordinance No. 18-20
An ordinance creating Section 6.158, Green Bay Municipal Code, relating to parklet permits.
2. General Ordinance No. 20-20
An ordinance repealing and recreating GBMC section 33.03(5) relating to temporary expansion of premises.

Y. Ordinances - First Reading.

1. General Ordinance No. 19-20
An ordinance creating section 9.17, Green Bay Municipal Code, relating to responsible bidder criteria.
2. General Ordinance No. 21-20
An ordinance amending Section 29.208, Green Bay Municipal Code, relating to parking regulations.

3. Zoning Ordinance No. 09-20
An ordinance rezoning property located at 1341 Brosig Street from General Commercial (C1) District to Varied Density Residential (R3) District.

Z. Referral of Petitions & Communications.

1. A request by Ald. Barbara Dorff to the Parks Committee which reads: "To consider putting on a Park in the Bay Highlands area as requested by residents. Here are two possible suggestions. The city owns parcel # 21-242-3 on Wolverine Trail. It's not an extremely deep lot but it's over 46,000 square feet. Or there is land to the east of Kwik Trip that is in Kwik Trips name that is sitting empty but that might cost more to purchase this land."
2. A request by Ald. Barbara Dorff to the Plan Commission to estimate potential costs and benefits of proposed Grandview development.

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



Green Bay Common Council 6/29/20

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/89350430137>

Meeting ID: 893 5043 0137

Password: 709726

One tap mobile

+19292056099,,89350430137#,,1#,709726# US (New York)

+13017158592,,89350430137#,,1#,709726# US (Germantown)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 893 5043 0137

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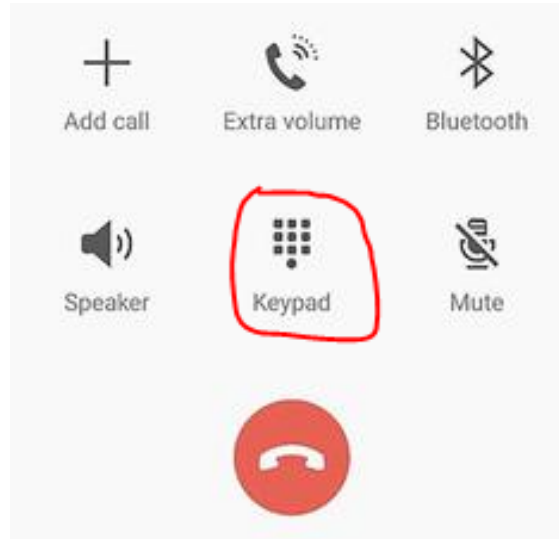
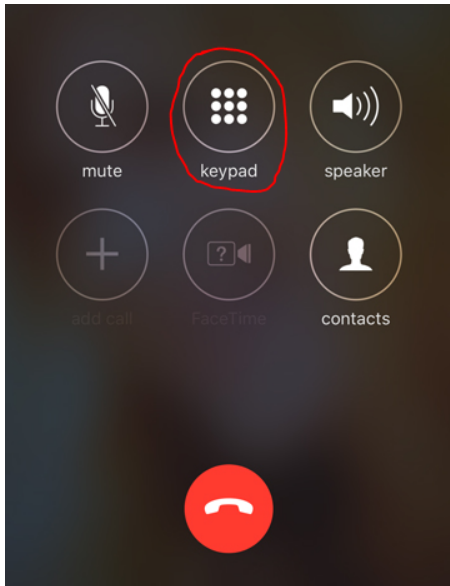
Find your local number: <https://us02web.zoom.us/j/89350430137>

Additional Information

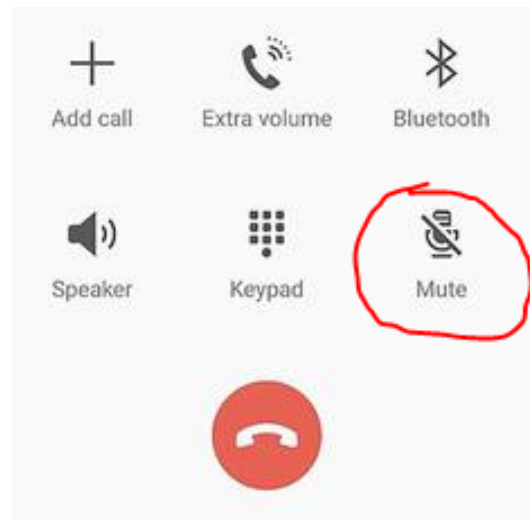
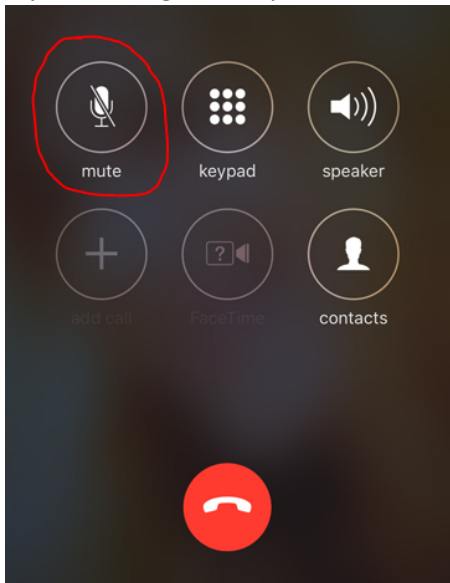
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
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



GENERAL ORDINANCE NO. 14-20

AN ORDINANCE
AMENDING SECTION 29.211,
GREEN BAY MUNICIPAL CODE,
RELATING TO PENALTIES FOR PARKING VIOLATIONS

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

SECTION 1. Section 29.211, Green Bay Municipal Code, is hereby amended to read:

29.211 PENALTIES FOR PARKING VIOLATIONS.

A violation of the parking provisions in this chapter shall result in the following forfeitures and be subject to the following procedures:

(1) Payment or Contest within Five Days. If payment or notice to contest is provided to the Parking Division within five calendar days after the violation, the penalty shall be:

(a) ~~Fifteen dollars (\$15)~~ **Twenty-two dollars (\$22.00)** for a violation of Sec. 29.202, Green Bay Municipal Code (Class "A" Parking Violations).

(b) ~~Twenty-five dollars (\$25)~~ **Thirty-two dollars (\$32.00)** for a violation of Sec. 29.203, Green Bay Municipal Code (Class "B" Parking Violations), or any other parking violation not specifically enumerated in Sections 29.202 through 29.205, Green Bay Municipal Code.

(c) ~~Thirty-five dollars (\$35)~~ **Forty-two dollars (\$42.00)** for a violation of Sec. 29.204, Green Bay Municipal Code (Class "C" Parking Violations).

(d) One hundred ~~and two~~ dollars ~~(\$100)~~ **(\$102.00)** for a violation of Sec. 29.205, Green Bay Municipal Code (Class "D" Parking Violations).

(e) ~~One Hundred Fifty dollars (\$150)~~ **Three hundred and two dollars (\$302.00)** for violation of Sec. 29.206, Green Bay Municipal Code (Class "E" Parking Violations).

(2) Payment after First Notice. If the citation is not contested or paid within five days **of the date of the citation**, ~~the Division shall send by first class mail a notice to the registered owner including all relevant information. If the citation is paid or contested after the first notice has been mailed, but before the final notice is mailed, seven dollars (\$7)~~ **twelve dollars (\$12)** shall be added to the amount due pursuant to subsection (1).

(3) Payment after Final Notice. If the citation is not contested or paid within 21 days of the date of the citation, the Division shall, by first class mail, send a final notice to the registered owner of the vehicle including all relevant information. If the citation is **not contested or** paid or ~~contested after~~ **before** the final notice is mailed, ~~fifteen dollars (\$15)~~ **twenty-two dollars (\$22.00)** shall be added to the amount due pursuant to subsections (1) **and (2)**.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

ljm

5/19/2020

GENERAL ORDINANCE NO. 15-20

**AN ORDINANCE
AMENDING SECTION 29.208,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS**

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

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING zones:

BROADWAY, east side, from a point 10 feet north of Kellogg Street to a point 50 feet south of Kellogg Street.

EASTMAN AVENUE, both sides, from Quincy Street to Webster Avenue.

OAKLAND AVENUE, west side, from Shawano Avenue to a point 58 feet north of Shawano Avenue.

WEISE STREET, both sides, from Leo Frigo Way to Van Buren Street.

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING 15-MINUTE LOADING zones:

JACKSON STREET, west side, from a point 108 feet south of Porlier Street to a point 20 feet south of Porlier Street.

PORLIER STREET, south side, from a point 86 feet west of Jackson Street to a point 20 feet west of Jackson Street.

SECTION 3. Section 29.208, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING 8 AM TO 8 PM DAILY EXCEPT BY RESIDENTIAL PERMIT zones:

JACKSON STREET, west side, from a point 20 feet south of Porlier Street to Emilie Street.

PORLIER STREET, south side, from a point 130 feet east of Monroe Avenue to a point 103 feet west of Van Buren Street.

SECTION 4. Section 29.208, Green Bay Municipal Code, is hereby amended to remove the following 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zones:

BROADWAY, east side, from a point 205 feet south of Bond Street to a point 10 feet north of Kellogg Street.

BROADWAY, east side, from a point 50 feet south of Kellogg Street to a point 175 feet south of Kellogg Street.

ROOSEVELT STREET, west side, from Grignon Street to Emilie Street.

SECTION 5. Section 29.208, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING zones:

ADAMS STREET, west side, from a point 100 feet south of Cass Street to Washington Street.

BROADWAY, east side, from a point 85 feet north of Kellogg Street to a point 70 feet south of Kellogg Street.

EASTMAN AVENUE (eastbound), north side, from Quincy Street to Webster Avenue.

EASTMAN AVENUE (westbound), south side, from Quincy Street to Webster Avenue.

OAKLAND AVENUE, west side, from Shawano Avenue to a point 110 feet north of Shawano Avenue.

WEISE STREET, west side, from Quincy Street to Leo Frigo Way.

SECTION 6. Section 29.208, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING 8 AM TO 8 PM DAILY EXCEPT BY RESIDENTIAL PERMIT zones:

JACKSON STREET, west side, from Emilie Street to a point 108 feet south of Porlier Street.

PORLIER STREET, south side, from a point 130 feet east of Monroe Avenue to a point 86 feet west of Jackson Street.

PORLIER STREET, south side, from Jackson Street to a point 103 feet west of Van Buren Street.

SECTION 7. Section 29.208, Green Bay Municipal Code, is hereby amended to establish the following 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zones:

BROADWAY, east side, from a point 205 feet south of Bond Street to a point 85 feet north of Kellogg Street.

BROADWAY, east side, from a point 70 feet south of Kellogg Street to a point 175 feet south of Kellogg Street.

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

APPROVED:

Mayor

ATTEST:

Clerk

DJAH



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # J.3

General Ordinance 13-20

An ordinance creating Section 33.08(7)(i), Green Bay Municipal Code, relating to online ordering and curbside pickup of alcohol beverages.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 13-20 - Create 33.08(7)(i) Click and Collect

GENERAL ORDINANCE NO. 13-20

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

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

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

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

- 1. No establishment shall allow the online purchase of alcohol beverages and curbside delivery of such purchases (hereinafter, "Click and Collect") without first submitting a request to the City Clerk to amend its liquor license premises description to include that portion of the establishment's parking lot that will allow purchasers to park their vehicles for purposes of picking up their online orders. This request must be approved by the Common Council, upon recommendation of the Protection and Policy Committee.**
 - a. The licensed establishment shall file a detailed operation plan with its amendment request that clearly details how its "Click and Collect" operation will function. The operation plan shall include the licensee's protocol for assuring that underage persons and intoxicated persons do not pick up alcohol via the "Click and Collect" program.**
 - b. If the licensee fails to provide a detailed operation plan with its amendment request, the City Clerk shall not forward the request to the Protection and Policy Committee for consideration.**
- 2. No establishment holding an alcohol beverage license shall allow online purchase and pick-up of alcohol beverages unless the sale is consummated on the licensed premises.**
 - a. Payment for the purchase must be completed on-premises and may not be completed until the purchaser is at the licensed premises and has presented a valid photo**

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

7. The licensed operator shall report to his or her manager any purchaser who shows signs of alcohol consumption, and, in conjunction with the manager, shall assess sobriety for purposes of approving or denying the sale.
8. The pick-up area for "Click and Collect" purchases shall be clearly defined with visible markings, signs, and/or barriers.
9. No events other than the delivery of "Click and Collect" orders shall be allowed on the expanded premises.
10. Penalty. Any licensee or person who violates any provision of this subsection shall be subject to a forfeiture of not less than \$250.00, nor more than \$1,000.00, plus court costs and fees.

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

SECTION 4. Effective date. This ordinance shall take effect on and after its passage and publication.

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

APPROVED:

Mayor

ATTEST:

Clerk

ljm

5/19/2020

ZONING ORDINANCE NO. 08-20

AN ORDINANCE
AMENDING THE PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT
FOR BUILDING EXPANSION AT 1601 NORTH QUINCY STREET
(ZP 20-16)

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 amending a Planned Unit Development District on the following described property:

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

Tax Parcel: 20-684-A

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) amendment is to allow for a mill expansion under the Wolf Pack project. The new facility is expanding upon the existing mill with 451,458 square foot manufacturing facility. The PUD will adjust dimensional requirements to accommodate the proposed expansion providing requirements typically found in a heavier industrial district. The general appearance and design of the site shall generally comply with the attached Exhibits.
- B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:
 - 1. The production, storage and shipment of full service packaging products and related offices.
 - 2. Accessory uses as allowed under Chapter 13-911, Table 9-3, Green Bay Zoning Code.
- 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: North Quincy Avenue: 17 feet.
 - b. Interior side yard: Zero Feet (0')
 - c. Rear Yard (Fox River): 50 foot building setback.

2. Heights of Structures: Principal buildings shall not exceed 98 feet in overall height.
 3. Impervious Coverage: Impervious surfaces shall not exceed 82% of the site and may include interior lot landscaping as part of the calculation.
- D. Architecture. All building elevations shall generally comply Exhibits B and C and with the following requirements:
- Building materials. All building facades shall be designed with architecturally-finished materials. 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. Where appropriate, consistent color scheme(s) shall be used for external mechanical equipment, tanks and other like equipment.
- 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 shall be compliant with Zoning Ordinance 1-20.
- G. Site Plan Review & Standards
1. A site plan shall be submitted and reviewed per Chapter 13-1800.
 2. Any future parking lot expansion shall be compliant with requirements found in Chapter 13-1821, Green Bay Zoning Code.
 3. A landscape buffer shall be provided along the North Quincy Street frontage/ setback consistent with planting and screening requirements as allowed by American Transmission Company (ATC) and/or Wisconsin Public Service (WPS). A minimum 2 foot berm shall be provided with dense plantings creating a screening wall between the existing and proposed driveway.
- H. Parking/Driveways.
1. All parking shall be regulated as required in Chapter 13-1700.
 2. Driveways/Curb-Cuts along North Quincy Street (See Exhibit D)
 - a. The southern drive shall be limited to 40 feet at the property line and 58 feet at the curb line.
 - b. The existing northern most shall remain and be considered permitted as such (64 feet at the property line and 73 feet at the curb line).
- I. Landscaping. A detailed landscape plan shall be submitted for review as part of the site plan review.

- 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. Compliance all Federal, State and local ordinances related to construction within the established floodplain boundary.
- L. 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: Overall Site Plan
Exhibit B: Northern Building Facade
Exhibit C: Southern Building Facade
Exhibit D: Site Access

EXISTING

PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	ASPHALT PAVEMENT
	HEAVY DUTY ASPHALT PAVEMENT
	STANDARD CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	GRAVEL PAVING
	SEEDS AREAS

PROPOSED

-----	PROPERTY / LOTLINE
-----	EASEMENT LINE
----- W -----	WATER EDGE
----- WET -----	WETLAND BOUNDARY
   	WETLAND / MARSH
- X - X - X - X -	FENCE LINE
 ----- 	CULVERT
----- << -----	STORM SEWER
----- < -----	SANITARY SEWER
----- < -----	SANITARY SEWER FORCEMAIN
----- I -----	WATER
----- G -----	GAS
----- OE -----	OVERHEAD ELECTRIC
----- UE -----	UNDERGROUND ELECTRIC
----- UT -----	UNDERGROUND TELEPHONE
----- UTV -----	UNDERGROUND TV
----- DHL -----	OVERHEAD UTILITY
----- UTL -----	UNDERGROUND UTILITY
----- FBO -----	UNDERGROUND FIBER OPTIC
999	CONTOUR (MAJOR)
999	CONTOUR (MINOR)
	DECIDUOUS TREE
	CONIFEROUS TREE
-----	TREE LINE
	MANHOLE/STRUCTURE
	CATCH BASIN
	HYDRANT
	VALVE
	CURB STOP
	POWER POLE
	UTILITY PEDESTAL / CABINET

<u>PROPOSED</u>	
	LOT LINE
	RIGHT OF WAY
	EASEMENT
	CULVERT
	STORM SEWER
	SANITARY SEWER
	WATER
	GAS
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	UNDERGROUND TV
	CONTOUR
	CATCH BASIN

DIGGERS HOTLINE
Dial **811** or (800)242-8513

SPECIFICATIONS REFERENCE

ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF GREEN BAY STANDARD SPECIFICATIONS, CURRENT EDITION, WISDOT STANDARD SPECIFICATIONS, 2019 EDITION, WISDOT CONSTRUCTION AND MATERIALS MANUAL, CURRENT EDITION, WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES STATE PLUMBING CODE, CURRENT EDITION, AND STANDARD SPECIFICATION FOR SEWER & WATER CONSTRUCTION IN WISCONSIN, 6th EDITION, UNLESS DIRECTED OTHERWISE.

PROJECT DATUM

HORIZONTAL COORDINATES HAVE BEEN REFERENCED TO THE NORTH AMERICAN
VERTICAL DATUM OF 1988 (NAVD88) = GB + 483.67'.

TOPOGRAPHIC SURVEY

THIS PROJECT'S TOPOGRAPHIC SURVEY CONSISTS OF DATA COLLECTED IN SEPTEMBER OF 2018 BY GEI CONSULTANTS.

LEGAL DESCRIPTION

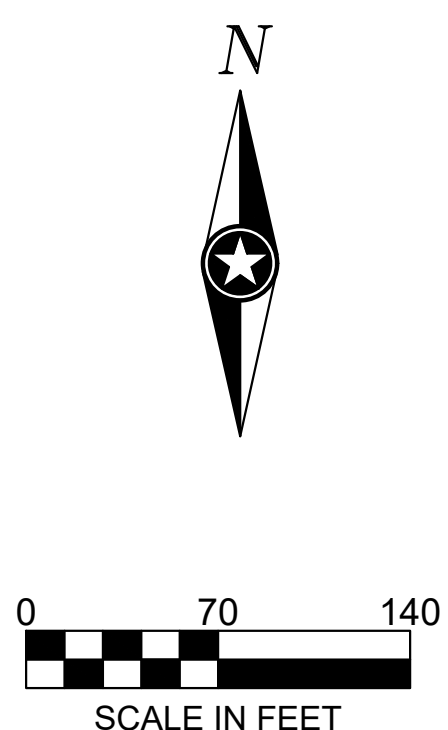
THAT PART OF PC 1 ESR DESCRIBED IN 280 D 184 & IN 372 D 97-99 & IN J00396-09.
TOWNSHIP-24 NORTH, RANGE-21 EAST, SECTION-NW 1/4 OF NW 1/4 OF SECTION 30

B.M. ELEVATION=585.0

NGS MONUMENT DQ2564 IN EASTERNMOST CORNER OF SQUARE STORM SEWER UTILITY STRUCTURE AT THE S.E. CORNER OF THE SITE

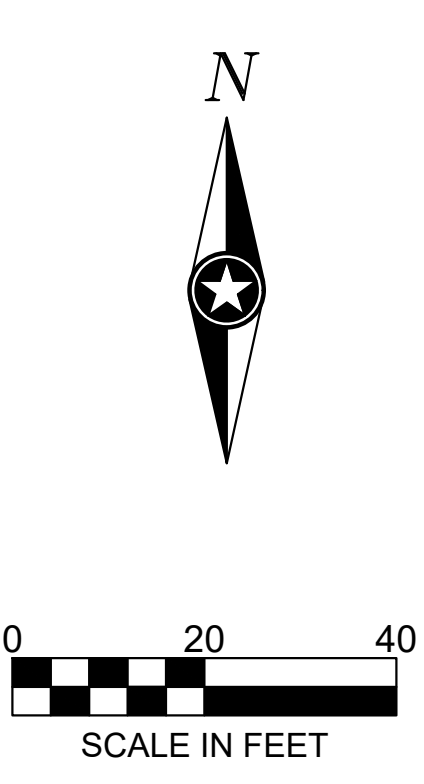
PROJECT GENERAL NOTES

1. FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION FROM THE ARCHITECT/ENGINEER.
2. DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPE OF DETAILS REQUIRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO DETAILS SHOWN. WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
3. ALL MANUFACTURED MATERIALS, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED ACCORDING TO MANUFACTURER'S INSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN MANUFACTURER'S INSTRUCTIONS AND THE ARCHITECT'S REQUIREMENTS, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
4. ALL DISMISSAL MATERIALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
5. THE LOCATION AND TYPE OF ALL INPLACE UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY AND ARE ACCURATE AND COMPLETE TO THE BEST OF THE KNOWLEDGE OF S & G GROUP, INC. (SGS). NO WARRANTY OR GUARANTEE IS IMPLIED. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS AND ELEVATIONS OF ALL INPLACE UTILITIES. IF ANY DISCREPANCIES OR VARIATIONS ARE IDENTIFIED, IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
6. THE CONTRACTOR IS TO CONTACT "DIGERS HOTLINE" FOR UTILITY LOCATIONS. MINIMUM 3 BUSINESS DAYS PRIOR TO ANY EXCAVATION / CONSTRUCTION (811 OR 800-485-5811)







[illegible]

CERTIFIED FOR CONSTRUCTION
REV.: DATE:

APPROVAL

SIGNATURE	DATE
-----------	------

DESIGNED:	DATE:
DRAWN: TMK	DATE: 11/05/19

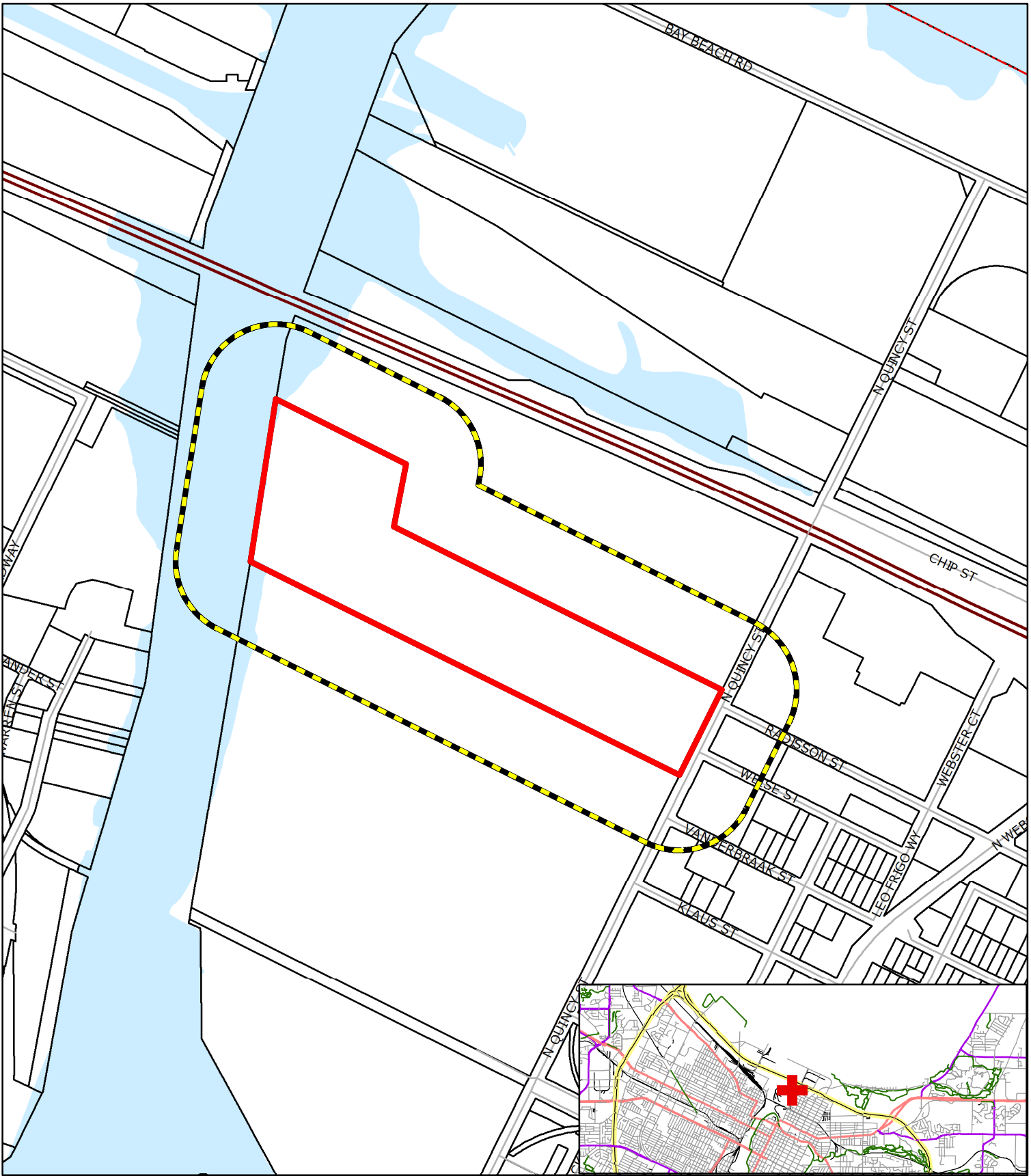



Green Bay Packaging Inc.
PROJECT WOLFPACK
DEPT. 100 - CIVIL

ADMINISTRATION BUILDING PROPOSED SITE PLAN

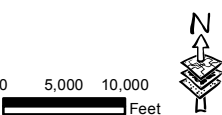
PROJECT		DRAWING NUMBER		PAGE	REV.
10-1119B		100-E-1029			B
ISSUED FOR	ISSUED BY	ISSUED DATE	ISSUED TIME	ISSUED PLACE	ISSUED BY
18-22105	C2-11-AD				

CLIENT NUMBER



Zoning Petition (ZP 20-16)
Proposed Planned Unit Development (PUD) - Amendment
1601 North Quincy Street

 Subject Area
 400' Property Owner Notice



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



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # K.I

To recommend Common Council adopt Resolutions designating the Redevelopment Authority (RDA) to perform all acts necessary for creating, amending, and/or closing Tax Increment District Seven (7), Eight (8), Nine (9), Twelve (12), Fourteen (14), Seventeen (17), Twenty-Four (24), and Twenty-Five (25).

BACKGROUND

The Joint Review Board (JRB) will be meeting later in June to discuss the 2019 year-end status of all TIDs within the City. Based on the projected financial position of each TID and potential projects in queue, staff would like to further explore the:

- allocation amendment, affordable housing extension, and/or closure of TID Seven (7): Ashland Avenue and Lombardi Avenue Corridors
- allocation amendment, affordable housing extension, and/or closure of TID Eight (8): Henry and Morrow Streets
- project plan amendment and/or closure of TID Nine (9): State Highway 54/57 Business Park
- allocation amendment, affordable housing extension, and/or closure of TID Twelve (12): I-43 Industrial Park
- standard extension of TID Fourteen (14): North Broadway Larsen Green
- closure of TID Seventeen (17): 900 Block North Broadway
- creation of TID Twenty-Four (24): Mason Adams
- creation of TID Twenty-Five (25): Cherry Monroe

Staff will provide additional details on these proposals at the meeting. A number of these were contemplated last year, but state statute requires that we adopt resolutions in the actual year in which the actions will occur. Any binding actions towards creation, amendment, and/or closure will come back before the RDA and Common Council at a future meeting.

RECOMMENDATION

Recommend Common Council adopt Resolutions designating the Redevelopment Authority (RDA) to perform all acts necessary for creating, amending, and/or closing Tax Increment District Seven (7), Eight (8), Nine (9), Twelve (12), Fourteen (14), Seventeen (17), Twenty-Four (24), and Twenty-Five (25).

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. 6.2.TID-TID-7-200609-RDA-Resolution
2. 6.2.TID-TID-8-200609-RDA-Resolution

3. 6.2.TID-TID-9-200609-RDA-Resolution
4. 6.2.TID-TID-12-200609-RDA-Resolution
5. 6.2.TID-TID-14-200609-RDA-Resolution
6. 6.2.TID-TID-17-200609-RDA-Resolution
7. 6.2.TID-TID-24-200609-RDA-Resolution
8. 6.2.TID-TID-25-200609-RDA-Resolution

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR AN ALLOCATION AMENDMENT,
AFFORDABLE HOUSING EXTENSION,
AND DISSOLUTION OF
TAX INCREMENT DISTRICT (TID) NUMBER SEVEN (7),
ASHLAND AVENUE AND LOMBARDI AVENUE CORRIDORS**

June 29, 2020

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including preparing and proposing an Allocation Amendment, Affordable Housing Extension, and the dissolution of a TID Plan, for the closure of TID No. 7, Ashland Avenue and Lombardi Avenue Corridors.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR AN ALLOCATION AMENDMENT,
AFFORDABLE HOUSING EXTENSION,
AND DISSOLUTION OF
TAX INCREMENT DISTRICT (TID) NUMBER EIGHT (8),
HENRY AND MORROW STREETS**

June 29, 2020

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including preparing and proposing an Allocation Amendment, Affordable Housing Extension, and the dissolution of a TID Plan, for the closure of TID No. 8, Henry and Morrow Streets.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR THE AMENDMENT AND
DISSOLUTION OF
TAX INCREMENT DISTRICT (TID) NUMBER NINE (9),
STATE HIGHWAY 54/57 BUSINESS PARK**

June 29, 2020

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including a Project Plan Amendment and the dissolution of a TID Plan, for the closure of TID No. 9, State Highway 54/57 Business Park.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR AN ALLOCATION AMENDMENT,
AFFORDABLE HOUSING EXTENSION,
AND DISSOLUTION OF
TAX INCREMENT DISTRICT (TID) NUMBER TWELVE (12),
I-43 COMMERCIAL DEVELOPMENT**

June 29, 2020

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including preparing and proposing an Allocation Amendment, Affordable Housing Extension, and the dissolution of a TID Plan, for the closure of TID No. 12, I-43 Commercial Development.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR THE AMENDMENT OF
TAX INCREMENT DISTRICT (TID) NUMBER FOURTEEN (14),
THE RAIL YARD**

June 29, 2020

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including proposing and preparing a Standard Extension Resolution to the Project Plan for TID No. 14, The Rail Yard.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR THE AMENDMENT AND
DISSOLUTION OF
TAX INCREMENT DISTRICT (TID) NUMBER SEVENTEEN (17),
900 BLOCK NORTH BROADWAY**

June 29, 2020

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including the amendment of a Project Plan and dissolution of a TID Plan, for the closure of TID No. 17, 900 Block North Broadway.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR THE CREATION OF
TAX INCREMENT DISTRICT (TID) NUMBER TWENTY-FOUR (24),
ADAMS CHICAGO**

July 16, 2019

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including the preparation of a Project Plan for the creation of TID No. 24, Adams Chicago.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR THE CREATION OF
TAX INCREMENT DISTRICT (TID) NUMBER TWENTY-FIVE (25),
MONROE CHERRY**

July 16, 2019

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including the preparation of a Project Plan for the creation of TID No. 25, Monroe Cherry.

Adopted _____

Approved _____

Mayor

Clerk



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # K.2

To proceed as directed in closed session regarding the Preliminary Concept Plan(s) for the Shipyard at 100 W. Mason Street (Tax Parcel 2-78).

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

In June 2018, the RDA and City approved Development Agreement 18-02: The Shipyard, which involves remediating brownfields, re-purposing vacant and underused structures, and enhancing a residential neighborhood on the near west side of the City. The catalyst for development involves the construction of a signature public recreation and entertainment facility at 100 W. Mason Street (Parcel 2-78).

In 2018 (and 2019), the RDA and the City directed staff to execute a Professional Services Agreement with Stantec Consulting Services, Inc., to prepare a Project Plan for the Shipyard. Based on input from both staff and the public, the consultant prepared a Concept Plan that the RDA and City adopted in July 2019.

The first step was to perform mass filling and grading on the site to bring it out of the floodplain. High waters prevented work from commencing until October, and freezing temperatures ended it in early November. Work resumed earlier this spring and is anticipated to be complete this summer.

Staff would like to discuss how we proceed moving forward with finalizing design drawings and the actual construction of amenities. The project is broken down into thirteen (13) components:

1. Shipping Container Park
2. Kids Play
3. Dog Park
4. Event Lawn
5. Urban Beach
6. South Cove and Riverfront Promenade
7. Cove
8. North Cove
9. North Riverfront Promenade
10. Bridge Street Woonerf
11. Mason Street Bridge
12. Overall Improvements
13. Broadway Parking Lots

With the COVID-19 pandemic having a disproportionate impact on recreation and entertainment facilities, staff would like to discuss potential changes to design elements and/or phasing of construction. We are not asking to modify the overall concept, given its strong public support.

RECOMMENDATION

To be discussed at meeting.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

I. 8.I.Shipyard-2-78-Concept-Plan-200605-RDA



Redevelopment Authority of the City of Green Bay



GREEN BAY SHIPYARD

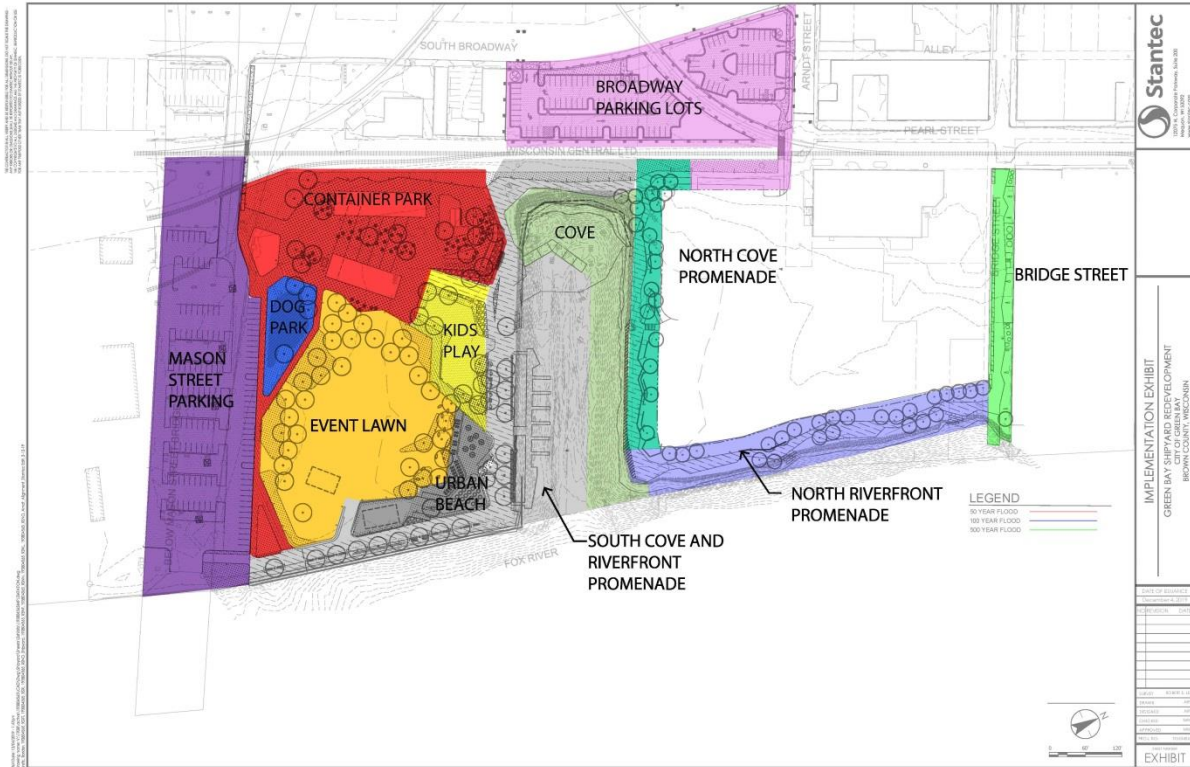
CONCEPT PLAN



GREEN BAY SHIPYARD

AERIAL PERSPECTIVE

100 North Jefferson Street, Room 608, Green Bay, Wisconsin 54301-5026
(p) 920.448.3400 (f) 920.448.3426 greenbaywi.gov



- 1 Shipping Container Park
- 2 Kids Play
- 3 Dog Park
- 4 Event Lawn
- 5 Urban Beach
- 6 South Cove and Riverfront Promenade
- 7 Cove
- 8 North Cove Promenade
- 9 North Riverfront Promenade
- 10 Bridge Street Woonerf
- 11 Mason Street Bridge
- 12 Overall Improvements
- 13 Broadway Parking Lots



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.I

To approve the request by Jack Umentum, 1620 Franz Avenue, to refund \$470 in connection fees for mini-storm sewer connection. (June 10, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. John Umentum 1620 Franz Ave

Dept of Public Work

I got a Permit for Storm
Sewer I paid \$1000.00 for
it 1620 Fromme G.B.,
over neighbor at 1630 Fromme
PD \$530.00 one day later
I Request the same amount
of money as my neighbor PD
for the Permit

John E. Umentum
1620 Fromme
Green Bay Wis.
54302

tel 920-468-5182



1265 LOMBARDI AVE.
GREEN BAY, WI 54304
920.669.7500
PACKERSPROSHOP.COM



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.2

To approve the request to include the flood mitigation project for CTH A/Beach Lane in the 2021 Capital Improvement Program and to communicate the City's commitment to completing the project to Brown County (Ald. Dorff). (June 10, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.3

To approve the draft ordinance and guidelines that would permit the installation of parklets in retail and commercial areas (Ald. Johnson). (June 10, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Minneapolis PARKLET APPLICATION MANUAL
2. Parklets_Handbook_Final
3. DRAFT GO 18-20 - Adopt 6.158 Parklet - IS Modifications - 06-11-2020

City of Minneapolis

PARKLET APPLICATION MANUAL

Spring 2016



About This Manual

The City of Minneapolis Parklet Application Manual is intended to guide applicants through the process and procedures for applying for a parklet. It provides a comprehensive overview of the program, policies, procedures, criteria and guidelines for creating parklets in the City right-of-way. Business owners, property owners, and other potential applicants are encouraged to read the manual prior to the application process.

The Minneapolis Parklet Manual was created by the City of Minneapolis Departments of Community Planning and Economic Development and Public Works.

Content for the Manual was provided by:

Lacy Shelby
Mackenzie Turner Borgen
Rachel Kerber

Special recognition is given to the San Francisco Parklet Manual and the San Francisco Planning Department's City Design Group Staff.

For more information on the parklet program please contact:

Mackenzie Turner Borgen
Public Works
Mackenzie.Turner@minneapolismn.gov

Lacy Shelby
Community Planning and Economic Development
Lacy.Shelby@minneapolismn.gov

City of Minneapolis
Public Works
350 South 5th Street
RM 203 City Hall
Minneapolis, MN 55415

Community Planning and Economic Development
105 Fifth Avenue South, #200
Minneapolis, MN 55401
<http://www.ci.minneapolis.mn.us/>



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Parklet Overview
Program Goals
Roles and Responsibilities



Site Selection
Minimum Requirements
Planning



Accessibility Requirements
Design Guidelines
Materials



Implementation Overview
Project Timeline
FAQ



Eligibility Checklist
Parklet Application
Maintenance Letter
Maintenance Checklist

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CITY OF MINNEAPOLIS GOALS

Living Well

Minneapolis is safe and livable and has an active and connected way of life

One Minneapolis

Disparities are eliminated so all Minneapolis residents can participate and prosper

A Hub of Economic Activity and Innovation

Businesses - big and small - start, move, stay and grow here

Great Places

Natural and built spaces work together and our environment is protected

A City that Works

City government runs well and connects to the community it serves



Parklet on Bloomington Ave S , Minneapolis Photo: Mariano Espinoza



ABOUT



Parklet on Emerson in North Minneapolis

ABOUT

About This Manual

The City of Minneapolis Parklet Application Manual is intended to guide applicants through the process and procedures for applying to install a parklet. It provides a comprehensive overview of the program, policies, procedures, criteria and guidelines for creating parklets in the City right-of-way. Business owners, property owners, and other potential applicants are encouraged to read the manual prior to the application process.

About Parklets

Parklets are an innovative and cost effective way to add public gathering space to public streets. Parklets are streetscape enhancements, providing an economical solution for increased public open space. Parklets provide amenities like seating, plantings, bike parking and public art. While parklets are typically funded and maintained by neighboring businesses, residents and community organizations, they are publicly accessible and open to all. Parklets are located in the parking lane adjacent to the curb designed as an extension of the sidewalk. Advertising and other commercial activities are not permitted in the parklet.

Parklets Should

Respond
to the local
surroundings
and conditions

Respect
accessibility and
users of the street
environment

Use durable
quality
materials

Engage the
community and
generate interest
in the public
realm



Parklet in San Francisco, Reveille Coffee

PARKLET PROGRAM

Purpose

The program objective is to enable and empower community groups and businesses to enhance the pedestrian friendliness of their street and encourage people's engagement with the urban environment through the creation of alternative public space.

Program Goals

The goal of the parklet program is to make the City more livable, walkable, and beautiful. This program is a step towards the enhancement of the public realm using new tools and techniques.

Program Benefits

- *Transform underutilized street space into vibrant public space*
- *Support local business communities by activating community corridors*
- *Foster community interaction and social engagement*
- *Empower more groups and entities to provide pedestrian enhancements that contribute to livability*
- *Attract pedestrians*



Parklet on Emerson Ave. N., Minneapolis

ROLES AND RESPONSIBILITIES

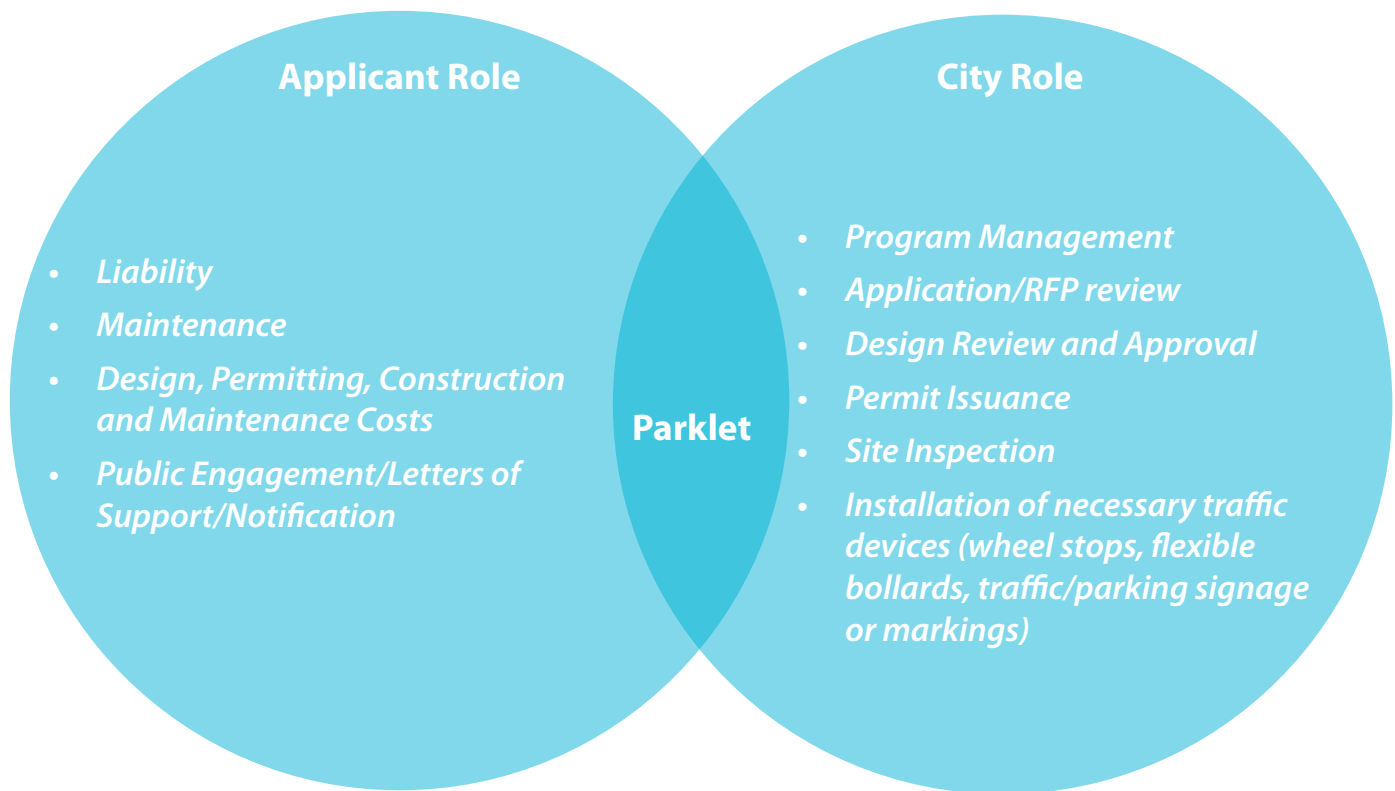
Eligible Applicants

Eligible applicants must have the organizational capacity to conduct outreach with the community and provide daily maintenance. Eligible applicants may be, but are not limited to:

- *Neighborhood organizations*
- *Ground-floor businesses owners*
- *Fronting property owners*
- *Non-profit and community based organizations*
- *Special Service Districts*
- *Others on a case-by-case basis*



Parklet on Central Ave NE, Minneapolis



Applicant Responsibilities

Design and installation, capital costs, liability insurance, performance bond (if required), maintenance and upkeep.

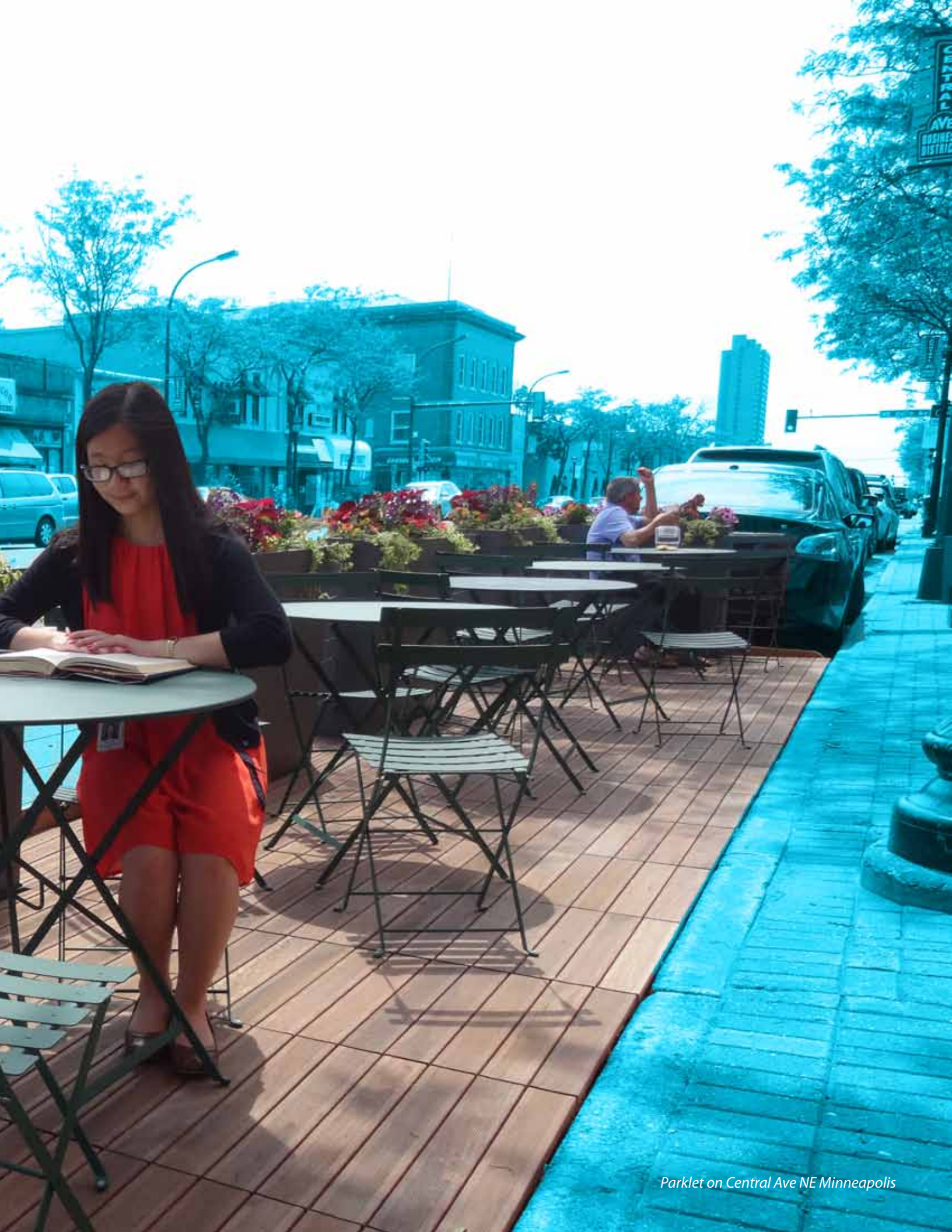
Successful applicants will be required to enter into a Memorandum of Understanding (MOU) and receive an Encroachment Permit with the City that commits them to the following:

- *Carry Comprehensive General Liability Insurance of \$1M and Workers’ Compensation Insurance, per City of Minneapolis policies*
- *Keep the parklet and the surrounds clean and clear of debris*
- *Maintain landscape, weeding, watering and pruning*
- *Secure furniture and other movable items as deemed appropriate after business hours*
- *Installation and removal adhering to the dates specified in the Permit and MOU*

Applicants will accept the responsibility for the design, installation, operation, management, maintenance and removal of the parklet. Applicants will maintain the parklet structure and furniture in good repair.



SITE



Parklet on Central Ave NE Minneapolis

SITE SELECTION

Parklet Site Selection

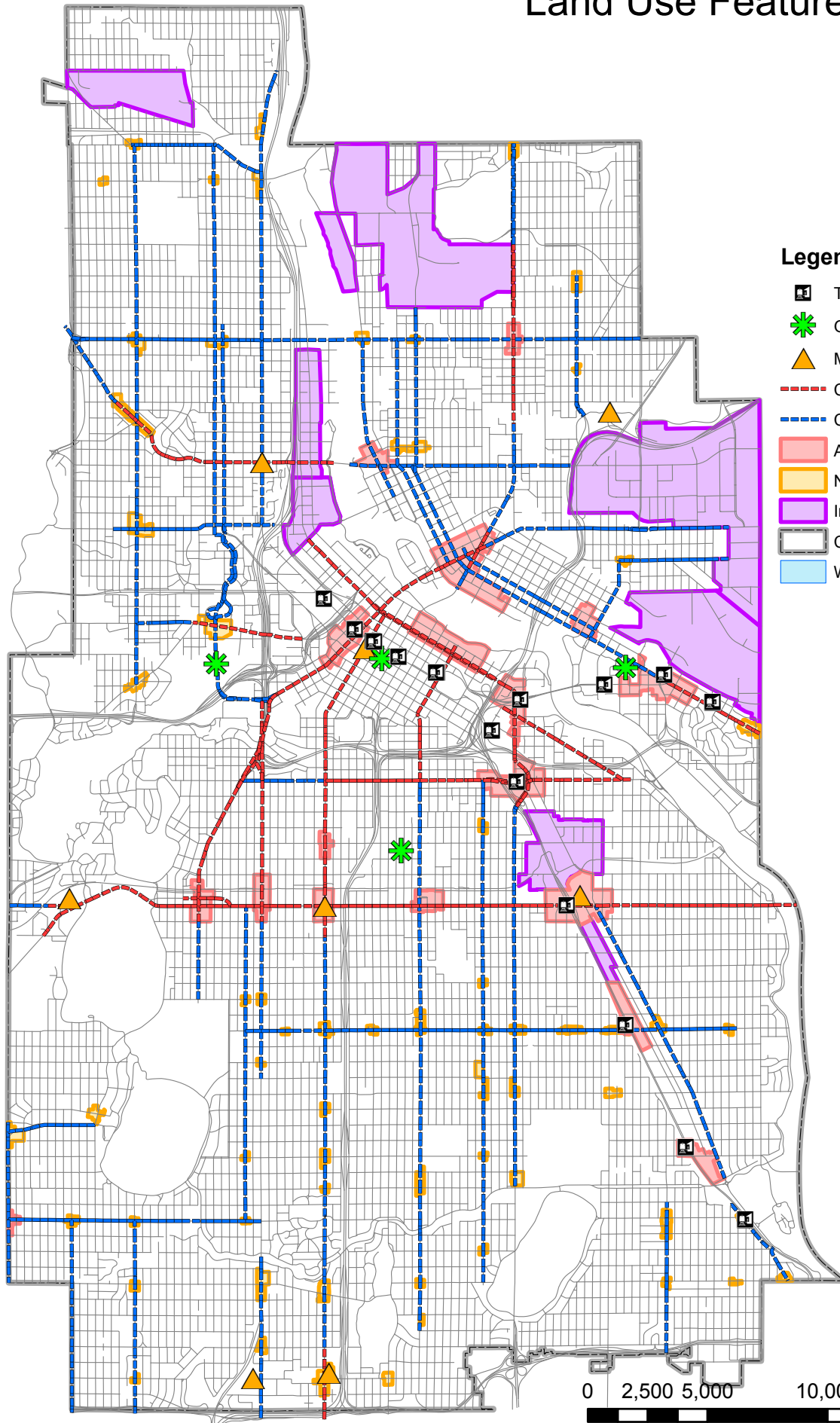
- Should be located in a commercial corridor, community corridor, activity center, commercial node as identified in the Land Use Chapter of The Minneapolis Plan for Sustainable Growth.
- Should be located in an unrestricted parking lane, parallel to the curb edge, adjacent to the sidewalk
- Located on streets with traffic speeds 30 mph or less
- Does not block access to public utilities, hydrants, alleys or driveways
- Design does not block existing street drainage patterns
- Parklets must be 15' from catch basins,
- Must be at least one 20' parking space away from the nearest intersection
- Can occupy between one and two parking spaces, length may not exceed 32'
- Cannot be located in a bus stop
- Parklets cannot be located on streets with steep slopes

Unrestricted Parking Lane

An unrestricted parking lane is one that does not have signs restricting the time or type of vehicle that can park there.



Land Use Features



Legend

- Transit Station
- Growth Center
- Major Retail Center
- Commercial Corridor
- Community Corridor
- Activity Center
- Neighborhood Commercial Node
- Industrial Employment District
- City Boundary
- Water



Source:
City of
Minneapolis

Created by:
Minneapolis Community
Planning and Economic
Development Department
Planning Division
Adopted by City Council
October 2, 2009
Amended March 22, 2011
Amended August 16, 2011

0 2,500 5,000 10,000 15,000
Feet

image- Eligible Parklet Corridors



**ON STREETS WITH
TRAFFIC SPEEDS OF
30 MPH OR LESS**

**LOCATED IN A
COMMERCIAL
CORRIDOR**

**DOES NOT
IMPEDE EXISTING
DRAINAGE
PATTERNS**

REQUIREMENTS



**MUST BE IN AN
UNRESTRICTED
PARKING LANE**

**DO NOT BLOCK
PUBLIC UTILITIES**

PLANNING

Application

1. Applicant must submit online *Confirmation of Eligibility Checklist* for the City's consideration prior to application submittal.

As part of the preliminary screening process the City will review proposed sites for:

- *Potential conflicts with future street projects*
- *Traffic patterns*
- *Street regulations*
- *Roadway geometry*
- *Operational considerations.*

Proposed locations may be turned-down if a streetscape improvement project or an adjacent development project is planned during that calendar year.

APPROVAL

Applications that are deemed eligible for consideration will advance to the full application process.

2. Applicant submits parklet application with application checklist and understanding of commitment letter as well as a preliminary project budget.

Street and curb restoration plan required for installations that fasten to or penetrate the surface of the street.

APPROVAL

3. Applicant submits an Encroachment Permit Application (Non-Residential fee \$75): http://minneapolismn.gov/www/groups/public/@regservices/documents/webcontent/convert_272083.pdf
4. Applicant demonstrates relevant insurance and bonding as required by the permit.
5. City sends permit

A parklet is approved for one season of use through the encroachment permit process. Applicant is responsible for off-season storage.



BEFORE



Parklet on West 29th Street, Minneapolis

AFTER



Parklet on West 29th Street, Minneapolis

To apply for a parklet, you must submit a completed application, which includes the following information:

- *Site Checklist*
- *Site Plan*
- *Photos of Location*
- *Documentation of Community Support*

An Encroachment Permit is required for any existing or proposed structure or portion thereof that projects onto, under or over any municipal right of way, under the authority outlined in Title 5, Chapter 95, of the City of Minneapolis Code of Ordinances. The Encroachment Permit gives the permit-holder permission to use a specific portion of the right of way until such time as that portion of the right of way is needed by the City of Minneapolis for public purposes. Encroachment Permits are revocable at any time in the interest of public safety.

A parklet is approved for one season of use through the encroachment permit process. Applicant is responsible for off-season storage.

PLANNING

Community Coordination

1. Parklets will launch with the support of the adjacent business/property partner acting as the parklet sponsor. Proposed sites must adhere to criteria including traffic considerations, street operations, adjacent property uses and drainage.
2. Applicant is required to present to the neighborhood organization of parklet intent. This will be in the form of a plan and narrative. No formal approval by the neighborhood organization is required, although it is welcome.
3. At the site of the proposed parklet a notice will be installed within the adjacent business' or property's window for a period of two weeks.
4. The parklet will be maintained by the applicant for the duration of the season which will extend to October 31 (weather permitting) at which point the parklet must be removed and stored for the winter by the applicant before November 7.

Tip for Success:
The relationship with the fronting business is key for a successful parklet season, consider what type of business it is, and how people on the sidewalk currently interact with the business frontage.



Parklet on Bloomington Ave Minneapolis



Parklet on Bloomington Ave Minneapolis .
image Mariano Ezpinoza



Parklet on Emerson in North Minneapolis



Parklet on Emerson in North Minneapolis



DESIGN



Parklet on West 29th Street, Minneapolis image- Musicant Group

DESIGN

Minimum Requirements include by not limited to:

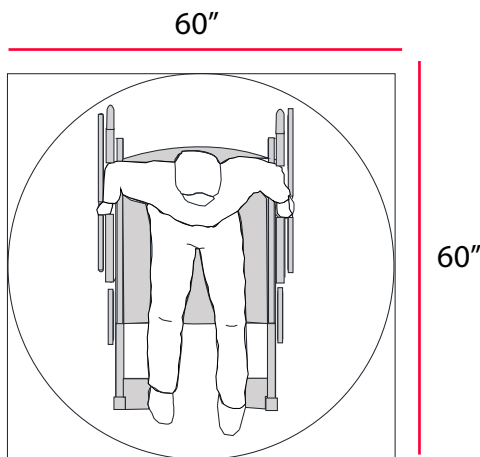
- *ADA Compliant (Accessible from sidewalk, space for wheelchair to turn around)*
- *Platform flush with sidewalk using slip resistant materials*
- *Curbside drainage not blocked*
- *Platform meets intended use*
- *Publicly Accessible with sign indicated public space*
- *Must include a continuous physical barrier along the three street edges*
- *Not wider than 6' and no longer than 32'*
- *Sidewalk facing edge must be open to pedestrians*
- *Must have vertical elements to be visible to passing vehicles*
- *Constructed of durable, quality materials*
- *Public Works will provide wheel stops and flexible bollards for each Parklet approved by Public Works, additional traffic devices may be required.*
- *Must maintain clear, unobstructed sightlines to and from the street*

Design to be
approved by Public
Works staff.

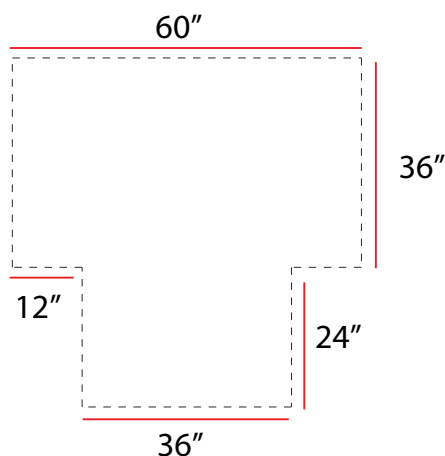
ADA Accessibility

- *Parklets must be in compliance with The American's with Disabilities Act (ADA) (<http://www.ada.gov/>)*
- *Please reference The American's with Disabilities Act Accessibility Guidelines, 2010 Standard (ADAAG) (http://www.ada.gov/2010ADASTandards_index.htm)*

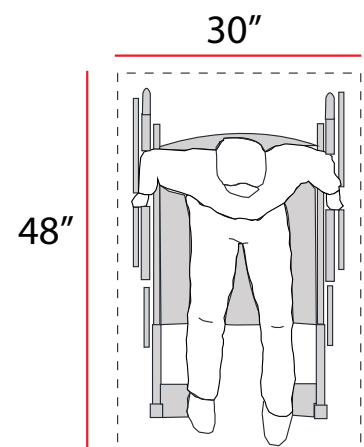
Wheelchair Turning Space



"T" Shaped Turning Space



Wheelchair Resting Space



DESIGN

Process

Designing a parklet is an iterative process. Expect to work with the community and the City to come up with multiple versions of the proposed parklet to reach the final design proposal.

Each parklet design has four main components, (platform, seating, enclosure, and vegetation) with endless ways for them to be arranged, consider the surrounding conditions and community desires when coming up with parklet proposals.

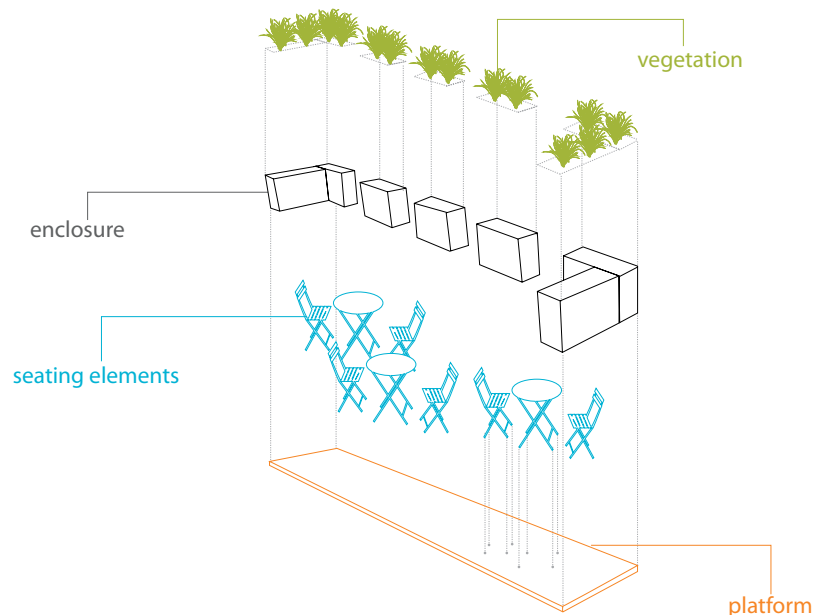
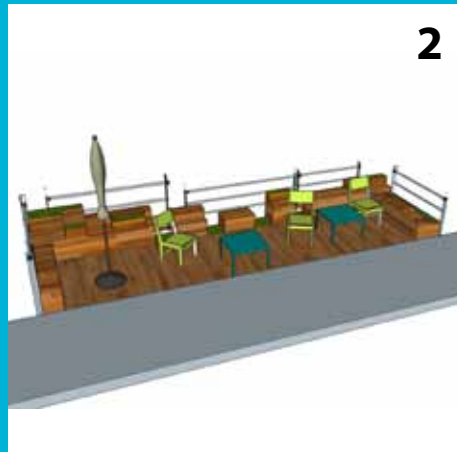


Image: Sarah Sualrz



Past Project Example

The 2015 parklet at Bryant Ave South worked closely with the community and fronting business host to develop a series of designs that led to a final design and a successful parklet.

Images

1. Community engagement for the early design
2. Design concept 1
3. Design concept 2
4. Installed parklet

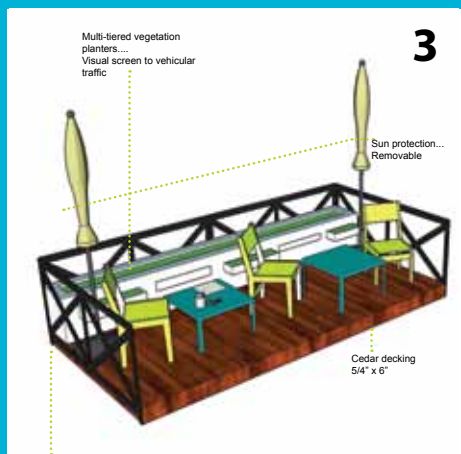
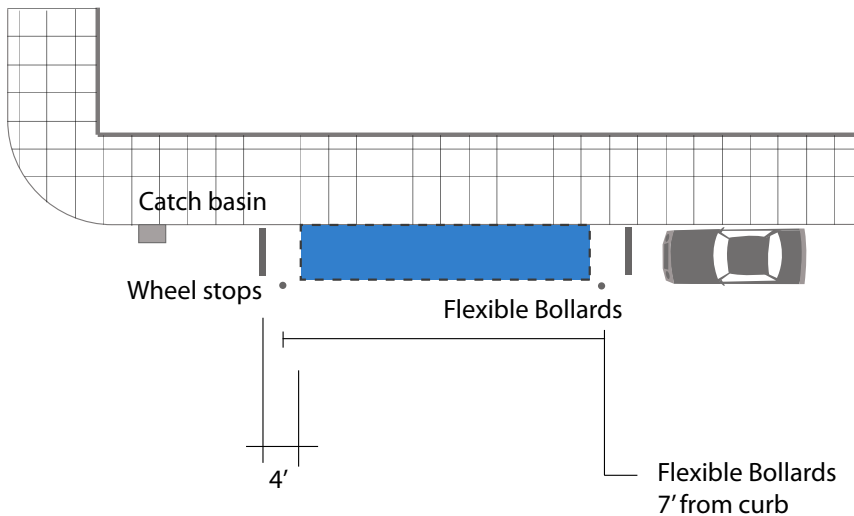


Image: Sarah Sualrz

DESIGN | SAFETY & SIGNAGE

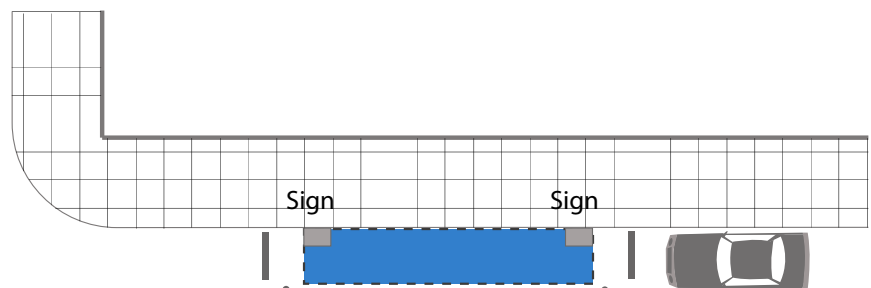
Traffic Control Devices

The City will provide traffic control devices for each approved parklet location. The City requires each parklet to have two wheel stops and two flexible bollards at minimum.



Public Parklet Sign

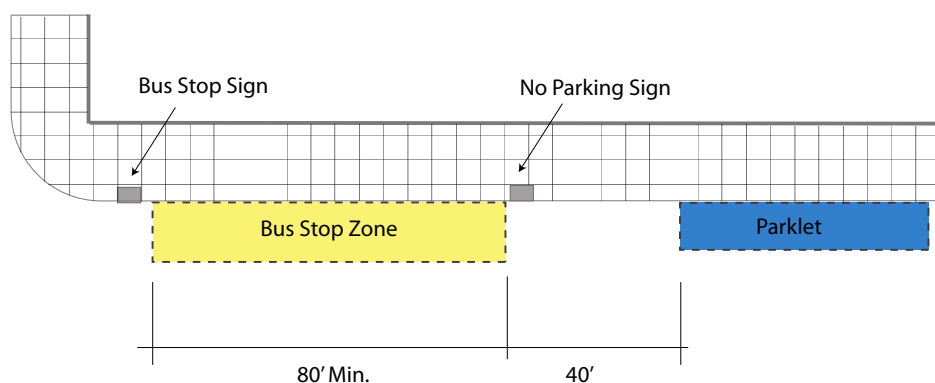
Each parklet will also be required to have two public parklet signs affixed to the parklet. Public Works staff will evaluate if additional signage is required.



DESIGN SITING CONSIDERATIONS

Proximity to Bus Stops

Parklets must be located a minimum of 40' behind the bus stop zone, marked by the bus stop no parking sign. When proposing a parklet near a bus stop be sure to locate the two signs to help determine parklet placement locations



Typical signs to look for



bus stop sign



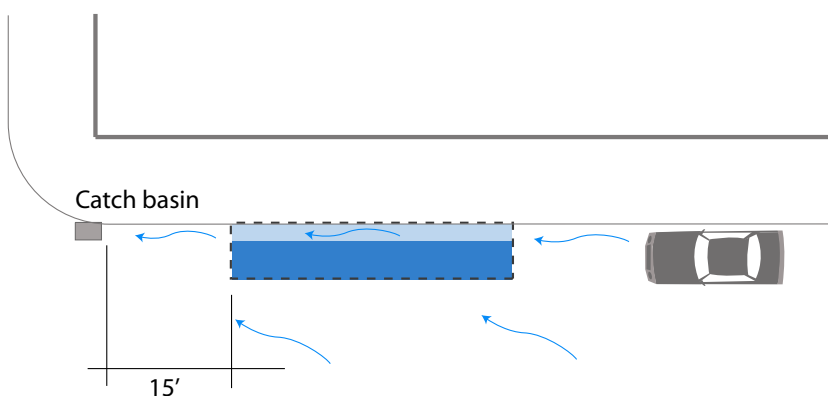
bus stop no parking sign

Proximity to Catchbasins

Parklets must be located a minimum of 15' from a catchbasin.



catchbasin



DESIGN | PLATFORM

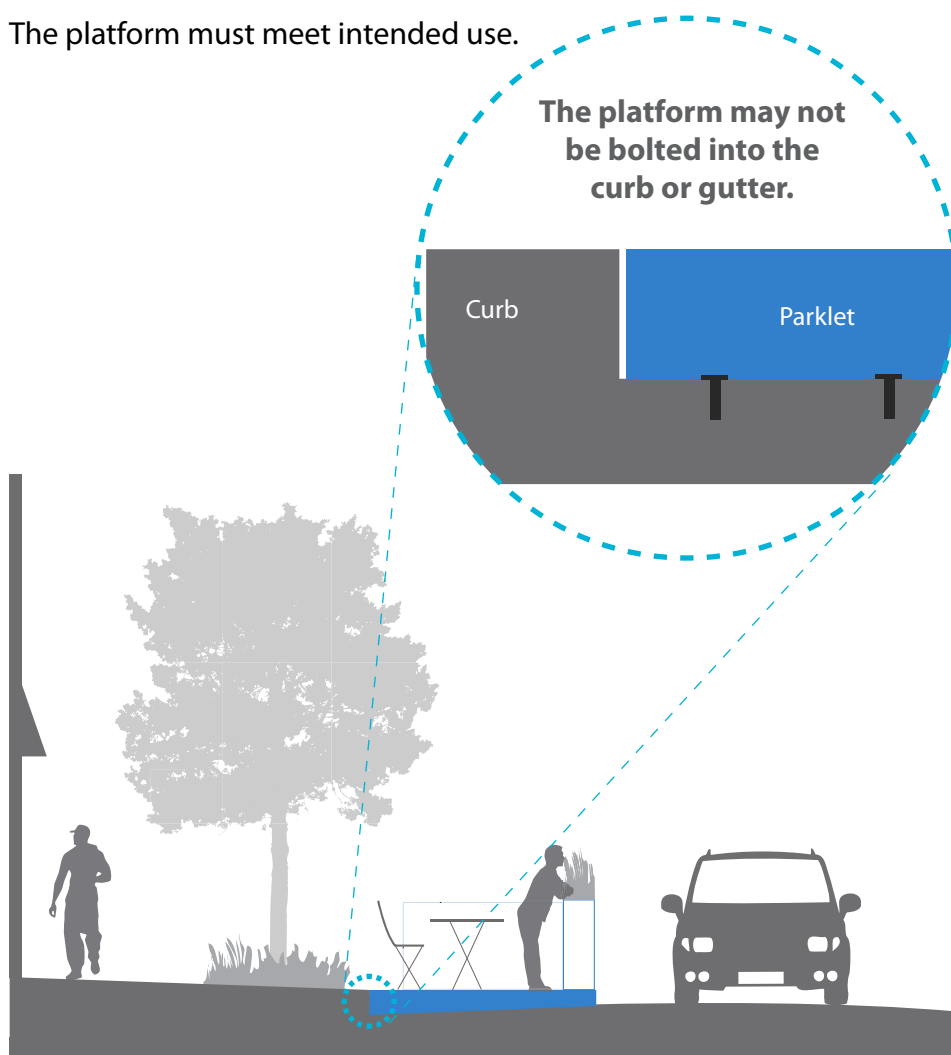
Platform

Parklets are an extension of the sidewalk. The Platform is the structural base for the parklet. It supports the weight of the amenities as well as providing the framework for the design. The City strongly encourages working with a design or construction professional to ensure the platform's durability.

The platform may be bolted into the roadway, with the submittal and approval of a restoration plan and bond.

The surface of the platform must be flush with the sidewalk. To comply with accessibility minimums the maximum gap between the curb and parklet can be no larger than one-half inch.

The platform must meet intended use.



Platform Surface Materials



Stone



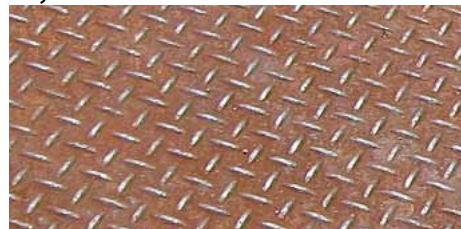
Wood



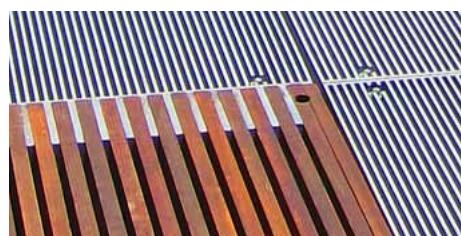
Concrete



Synthetic



Metal



Combination

DESIGN | PLATFORM

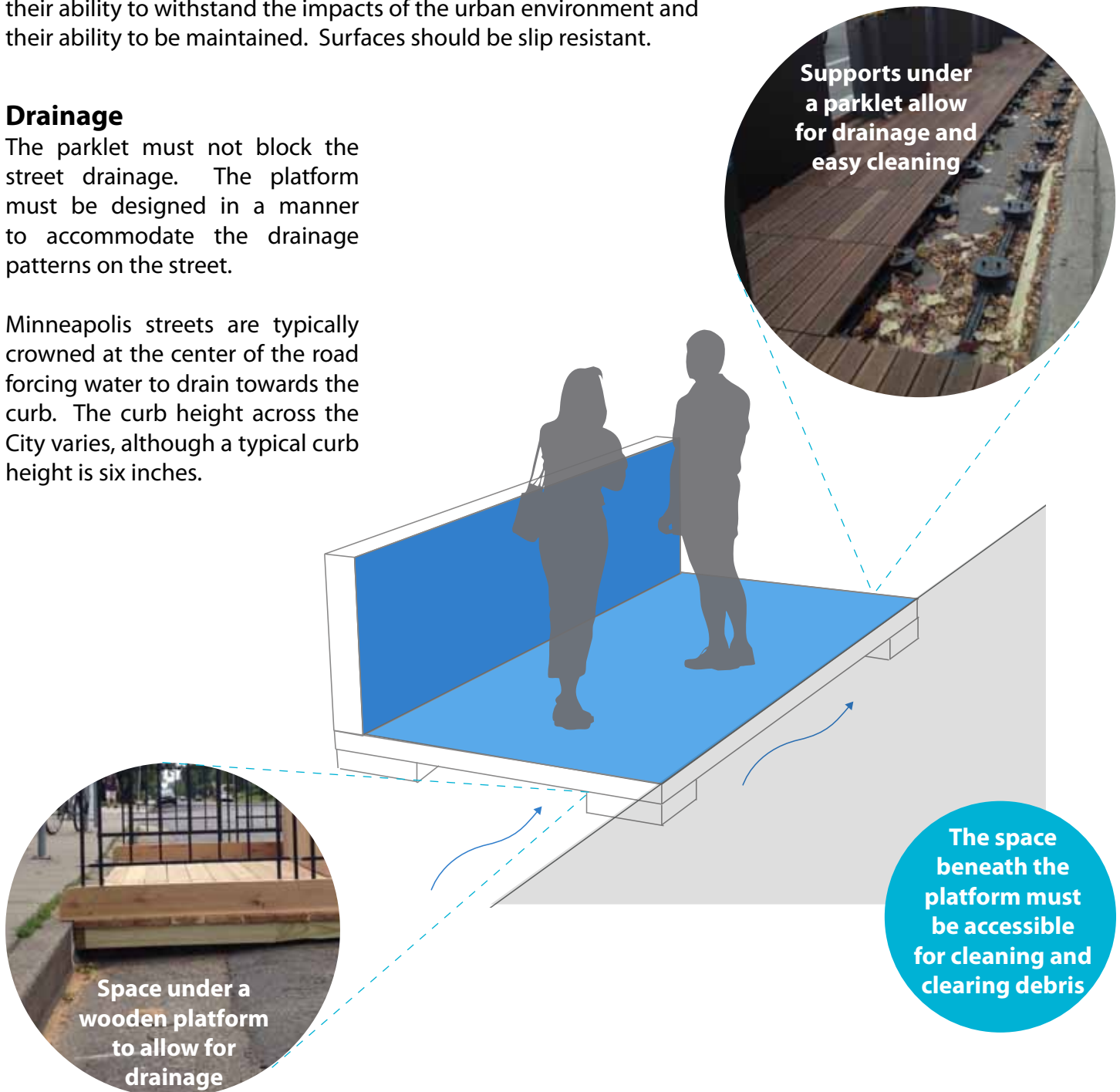
Materials

The City encourages applicants to consider local and sustainable materials. Additionally, using recycled and reclaimed materials can reduce costs to the applicant. Materials should be selected based on their ability to withstand the impacts of the urban environment and their ability to be maintained. Surfaces should be slip resistant.

Drainage

The parklet must not block the street drainage. The platform must be designed in a manner to accommodate the drainage patterns on the street.

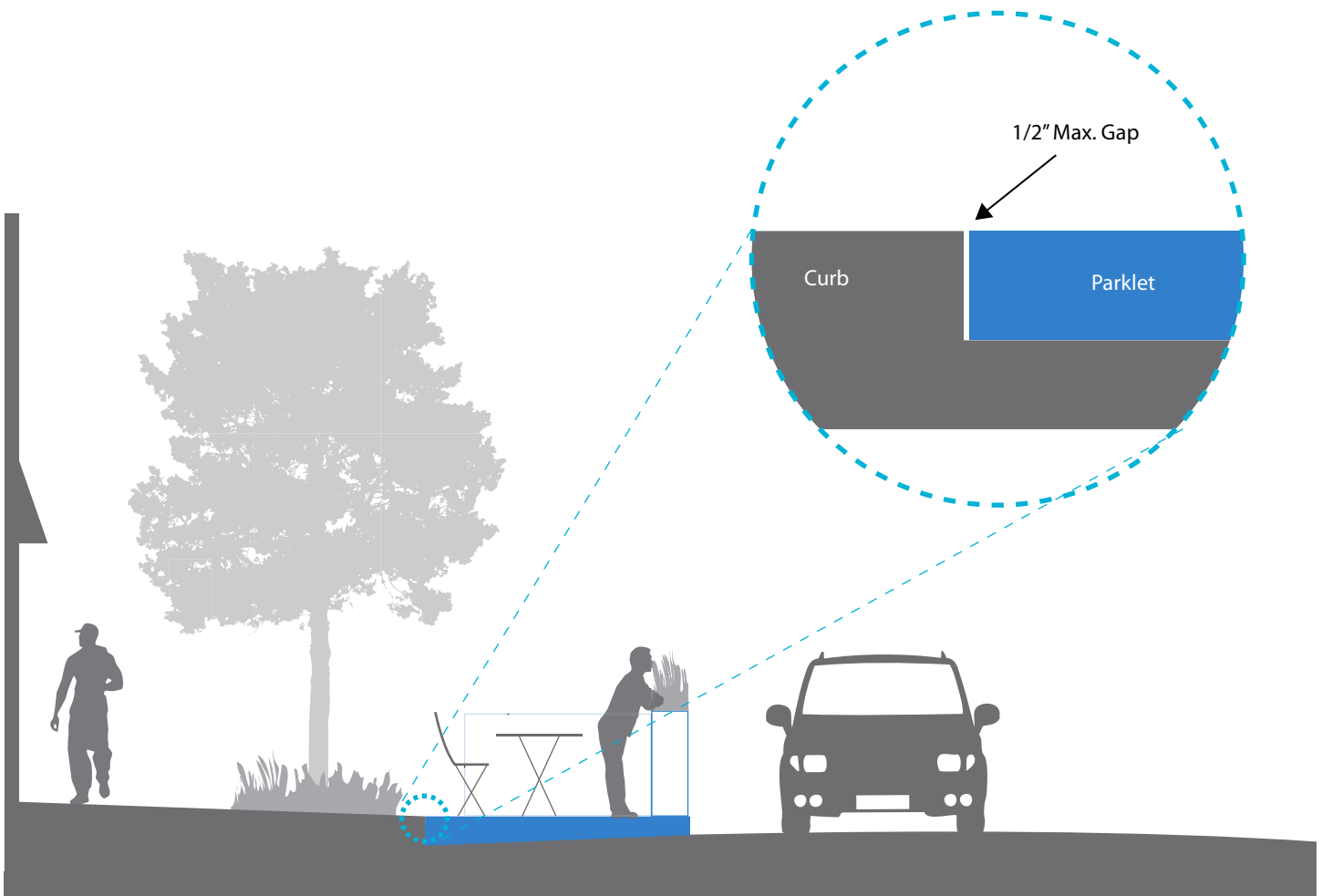
Minneapolis streets are typically crowned at the center of the road forcing water to drain towards the curb. The curb height across the City varies, although a typical curb height is six inches.



DESIGN | PLATFORM

“Spanning the Gap”

The Parklet must have a seamless connection to the existing curb to meet ADA requirements. Below are examples of connections found at other parklets.



DESIGN ENCLOSURE

Enclosure Materials



Wood



Concrete



Metal

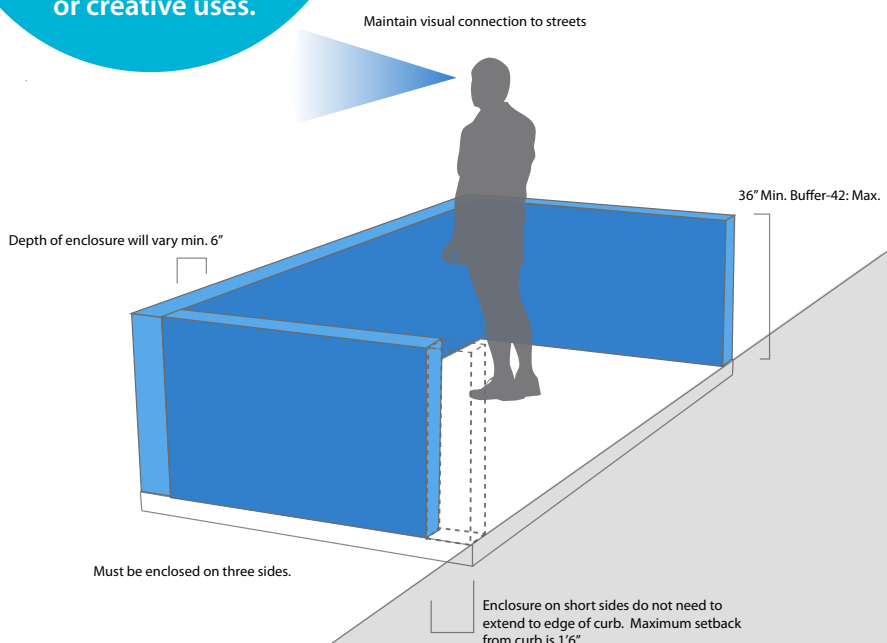
Enclosure

There are a few main features to consider when designing the enclosure. See diagram below. The enclosure functions to differentiate the parklet edge. The purpose is to create a sense of space while functioning as a buffer between users of the parklet and traffic. The enclosure can be designed creatively with a range of materials while adhering to the basic guidelines below. Overhead elements will be considered on a case-by-case basis, with a minimum vertical clearance of 84".

Materials

The City encourages applicants to consider local and sustainable materials. Additionally, using recycled and reclaimed materials can reduce costs to the applicant. Materials should be selected based on their ability to withstand the impacts of the urban environment and their ability to be maintained.

There are a few main features to consider when designing the enclosure. Clear, unobstructed sightlines to and from the street. The enclosure can also function as art panels, planters, or other inventive or creative uses.



DESIGN | SEATING

Seating

The City requires that each parklet include seating or benches. These features encourage gathering, rest and enjoyment of the public space. Seating can be movable or stationary.



DESIGN | VEGETATION

Vegetation

Vegetation adds character to a parklet and can be used in a range of ways. Vegetation should be selected on hardiness, durability, and interest. Plants are not to be poisonous, noxious or invasive. Plants must be pruned to maintain clear sight lines to and from the street.

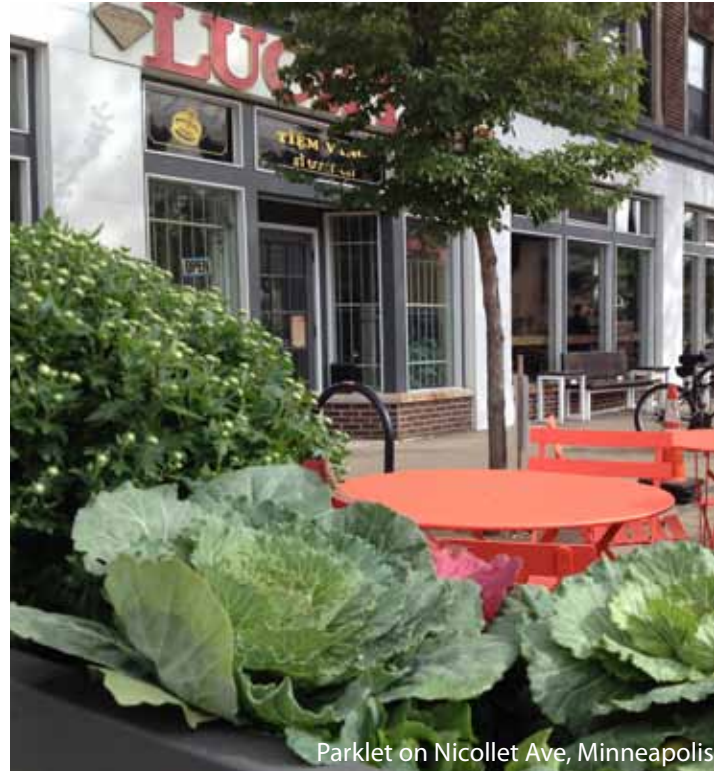
Plants can be integrated into the enclosure creating a beautiful buffer.



Parklet in San Francisco



Parklet in San Francisco



Parklet on Nicollet Ave, Minneapolis

DESIGN | OTHER AMMENITIES

Other Amenities

Amenities are the features that create a sense of place in a parklet. These features range from seating, tables, umbrellas, planting, bike racks, to perhaps art. The integration of amenities in a parklet will make the space desirable.

The City invites a range of designs, layouts and forms to be submitted. Minneapolis has a rich artistic heritage and we would encourage that expression on our streets in the designs. Diversity of design can lead to a diversity of use.

Parklets designed by artists or parklets that include public art must be approved by the Arts Commission.



Parklet on Bryant Ave S, Minneapolis



Parklet in San Francisco



Parklet in San Francisco

Integrating bike parking into a parklet is an option. You may also be interested in coordination with the Bike Corral Program.



Parklet on West 29th St. Minneapolis



IMPLEMENT



Parklet on Nicollet Ave, Minneapolis

IMPLEMENTATION | TIMELINE

- 1 Request for Parklet Proposals (February/March)**

The City will notify the opening of the parklet pre-application. This time will be reserved for completing and submitting the confirmation of eligibility form.
- 2 Applicant Confirmation of Eligibility Form (March/April)**

Applicants are required to submit a Confirmation of Eligibility form in advance of the full application. Applicants must submit Confirmation of Eligibility forms by the end of the two-week proposal window.
- 3 The City staff reviews eligibility (March/April)**

The Confirmation of Eligibility form will be reviewed by City staff to ensure the site meets minimum requirements and does not conflict with any capital or street maintenance or adjacent development projects for that year. The staff review time is 10 business days from the pre-application closing date.
- 4 Applicants notified of eligibility to proceed to full application (March/April)**

Following approval of the site based on the Confirmation of Eligibility form, and barring any street conflict, applicants are invited to proceed to the full application stage.

City Staff Committee Review (April)
Following submission of applications, City staff will review applications based on the following criteria:

 - *Accessibility*
 - *Property owner support*
 - *Capacity to design, construct and maintain*
 - *Adherence to the design minimum requirements*
 - *Quality of design proposal*

City staff requires four weeks for proposal review

Applicants Notified of Approved Sites (April/May)
Following committee review, applicants will be advised if their site and application has been approved. At this stage the applicant will begin construction drawings of the approved proposal.
- 5 Site visit with City staff**

Following notification of approval applicants will be required to attend a site visit with City staff to the site to discuss any traffic, operations or design issues that should be considered. This will be scheduled within two weeks of notification.
- 6 Applicant Submits final construction plans**

Applicant has four weeks to submit construction plans to the City.

IMPLEMENTATION | TIMELINE

7

Applicant applies for encroachment permit

Applicant will apply for an encroachment permit and will discuss with a representative of the City parking services to discuss meter hooding and fees. Applicant will also apply for any additional construction permits as required by City ordinance including: Lane Use/Obstruction Permit for construction.

8

Encroachment Permit

Information: http://www.minneapolismn.gov/publicworks/permits/public-works_pw-use-permits
Application: http://www.minneapolismn.gov/www/groups/public/@regservices/documents/webcontent/convert_272083.pdf

9

Lane Use/Obstruction Permit

Information: http://www.minneapolismn.gov/publicworks/permits/public-works_pw-streetuse-permits
Application: http://www.minneapolismn.gov/publicworks/permits/public-works_laneuse

10

Maintenance Agreement

The City will send the applicant a maintenance agreement regarding the parklet and the daily services required. The applicant must sign document and submit to the City.

11

Construction (1 week)

Following signing of the maintenance agreement and receipt of the agreement by the City, the applicant will be approved to begin construction. The applicant has no more than one week for construction. It is strongly encouraged that applicants assemble as much of the parklet offsite as possible, therefore reducing the time within the right-of-way. Any contractors and sub-contractors performing installation and removal must acquire appropriate obstruction permits and traffic control approvals via Lane Use Permitting, City of Minneapolis Traffic.

12

Construction Inspection

At some point during the construction period City staff will visit the site.

13

Activities

Activate the parklet with events, activities and amenities throughout the season to attract the people and keep the community involved.

14

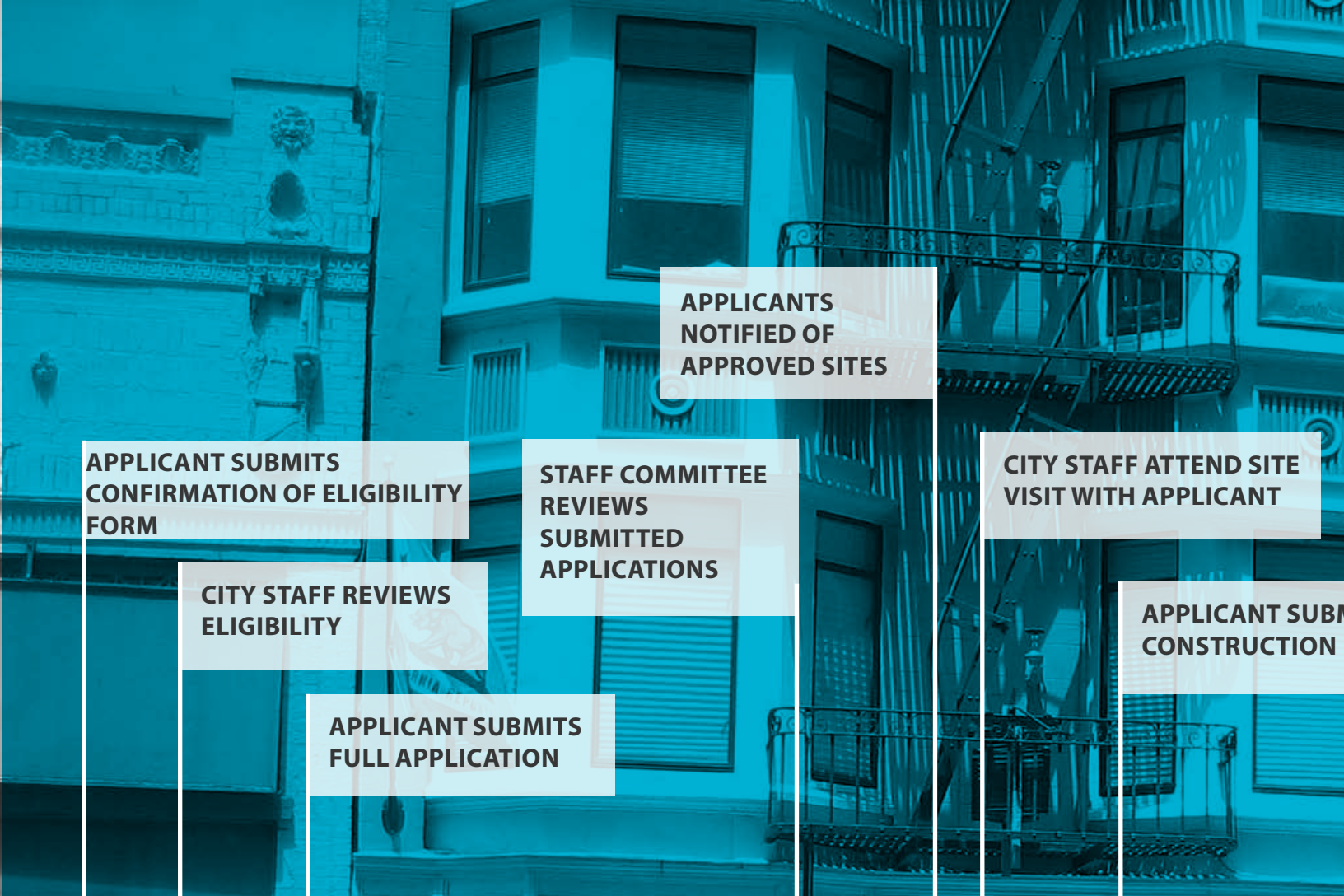
Maintenance

The parklet will be maintained by the applicant for the duration of the season which will extend to October 31 (weather permitting).

15

Removal (November)

Removal of the parklet at the beginning of November



APPLICANTS
NOTIFIED OF
APPROVED SITES

APPLICANT SUBMITS
CONFIRMATION OF ELIGIBILITY
FORM

STAFF COMMITTEE
REVIEWS
SUBMITTED
APPLICATIONS

CITY STAFF ATTEND SITE
VISIT WITH APPLICANT

CITY STAFF REVIEWS
ELIGIBILITY

APPLICANT SUBMITS
CONSTRUCTION

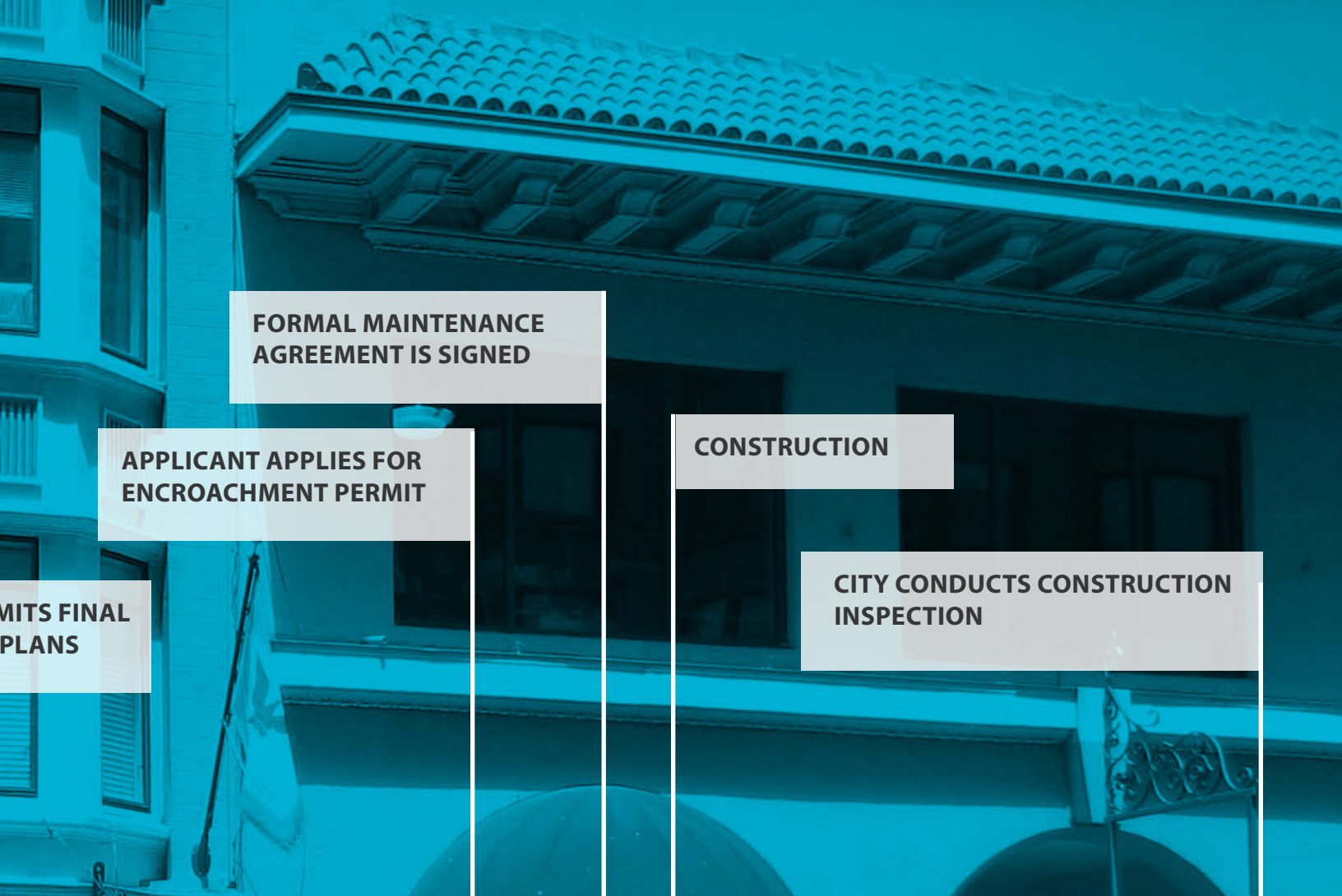
APPLICANT SUBMITS
FULL APPLICATION

0 MONTHS

1 MONTH

2 MONTHS

TIMELINE



**FORMAL MAINTENANCE
AGREEMENT IS SIGNED**

**APPLICANT APPLIES FOR
ENCROACHMENT PERMIT**

CONSTRUCTION

**CITY CONDUCTS CONSTRUCTION
INSPECTION**

**APPLICANT SUBMITS FINAL
PLANS**



3 MONTHS

4 MONTHS

MATERIALS & MAINTENANCE

Materials and Construction

Approval required by Public Works. All locations will include flexible bollards and wheel stops as directed by Public Works.

Parklet construction and installation must be overseen by an insured, certified contractor.

Elements should be assembled offsite to the extent possible, thereby reducing the amount of time of installation in the street.

Operations and Maintenance

The parklet sponsor is responsible for the day-to-day upkeep, including debris removal, garbage clearing, plant pruning and watering and securing furniture at night.

- *Parklets will be open to the public.*
- *Parklets will be installed May-June and will be removed at the end of October of the same year.*
- *Parklets are positioned adjacent to the sidewalk and will be no greater than 32' long by 6' wide.*
- *Parklets require a letter of support from a business/property partner committing to sponsor the parklet for the term of the installation.*
- *Parklet sponsors are responsible for day-to-day management and upkeep, including debris removal, garbage clearing, plant pruning and watering, graffiti removal and securing furniture at night.*

Funding and Insurance Costs Born by Applicant

Permit Fees
Encroachment
Lane Use and
Obstruction
permits

Design,
Installation
and
materials

Ongoing
maintenance

Removal/
storage and
restoration
of pavement

Insurance



ACTIVITIES

Programming a Parklet

One of the most crucial aspects to a successful Parklet is programming. Programming is the planned use of the site in the form of events or performances. Parklets can be successful based on a number of criteria, including siting, adjacent uses, attractiveness of design and of course program. Examples of successful programs in parklets exist across the country and include activities such as:

- Yoga Instruction
- Book Club
- Knitting Circle
- Kids Activities
- Concert
- Pop-up Art Gallery
- Gardening Workshop
- Game Night
- Performance
- Coffee Club

Talk with
neighbors
and community
groups for creative
ways to activate
your parklet



FAQ

What is a Parklet?

A parklet is a temporary space in the public right-of-way dedicated for public use. It is an expansion of the existing sidewalk designed for the public to relax and enjoy the urban environment.

Are Parklets open to the public?

Yes, parklets are public spaces.

Who pays for a Parklet?

Parklets are funded and maintained by the sponsor group or organization.

Are Parklets permanent or temporary?

Temporary. Parklets are deployed in the spring after street sweeping and are removed in the fall.

Can businesses serve patrons in a Parklet?

Currently, businesses are not allowed to establish table service in a parklet, although just as in any public space, people may buy food or refreshment inside a cafe and then bring it outside to the parklet. The City plans to explore whether allowing private or semi-private parklets in some cases would be allowable in some cases, but for now all parklets must operate as public space without exception.

Where can I put a Parklet?

Parklets are to be located in commercial corridors, community corridors, activity centers, or commercial nodes; be placed within unrestricted parking lanes; not block existing drainage patterns; be located in streets where traffic speeds are 30 mph or less; be located in areas of demonstrated community support; and not block existing critical infrastructure.

How do I apply for a Parklet?

Follow link here: <http://www.minneapolismn.gov/pedestrian/>



FAQ

Do Parklets require permits?

Yes, parklets require an encroachment permit and a Lane Use/Obstruction wPermit.

Encroachment Permit

Information: http://www.minneapolismn.gov/publicworks/permits/public-works_pw-use-permits

Application: http://www.minneapolismn.gov/www/groups/public/@regservices/documents/webcontent/convert_272083.pdf

Lane Use/Obstruction Permit

Information: http://www.minneapolismn.gov/publicworks/permits/public-works_pw-streetuse-permits

Application: http://www.minneapolismn.gov/publicworks/permits/public-works_laneuse

Do Parklets have to comply with the Americans with Disabilities Act?

Yes, parklets must be in compliance (<http://www.ada.gov/>) and feature a level base flush with the curb.

Can Parklets be forcibly removed?

Parklets may need to be temporarily or permanently removed under certain circumstances. The City reserves the right to remove part or all of the parklet for street improvements, utility work, emergencies, violation of the agreement and/or permit or other outstanding circumstances deemed necessary by the City.







Parklet on Bryant Ave S, Minneapolis image- Sarah Sularz

EXAMPLE FORMS

2/4/2016

Proposed Parklet Site: Confirmation of Eligibility

Proposed Parklet Site: Confirmation of Eligibility

1. Name

first and last name

.....

2. Contact Information

email address and a phone number where we can reach you

.....

3. Parklet Sponsor

business, organization, property owner, or other entity

.....

4. Proposed Parklet Site Address

.....

5. Is the proposed Parklet site on Commercial Corridor, Community Corridor, Activity Center or Commercial node?

View map (pdf) below this form or follow link and see page 15.

<http://minneapolismn.gov/www/groups/public/@cped/documents/webcontent/wcms1p-137706.pdf>

Mark only one oval.

☐

yes

☐

no

☐

unsure

6. Is the proposed Parklet site in an unrestricted parking lane?

Mark only one oval.

☐

yes

☐

no

7. Is the proposed Parklet site on a street with a steep slope?

Mark only one oval.

☐

yes

☐

no

2/4/2016

Proposed Parklet Site: Confirmation of Eligibility

8. Is the proposed Parklet site at least one parking space (20 feet) away from nearest intersection?*Mark only one oval.*☐ yes☐ no**9. Is the proposed Parklet site at least 20 feet from a the nearest bus stop?**

bus stop is defined as the entire bus loading area that is signed No Parking

Mark only one oval.☐ yes☐ no**10. Is the proposed Parklet site at least 15 feet away from any catch basins (storm drains)?***Mark only one oval.*☐ yes☐ no**11. Will the proposed Parklet site block or impede any existing utilities?**

utilities = street lights, fire hydrants, utility boxes, manhole covers.

Mark only one oval.☐ yes☐ no**12. Are adjacent business and property owners supportive of this proposed Parklet site?***Mark only one oval.*☐ yes☐ no☐ pending

2/4/2016

Parklet Application

Parklet Application

The Parklet program objective is to enable and empower community groups and businesses to enhance the pedestrian friendliness of their street and encourage people's engagement with the urban environment through the creation of alternative public space. The goal of the parklet program is to make the City more livable, walkable, and beautiful. This program is a step towards the enhancement of the public realm using new tools and techniques.

Program Benefits

- Transform underutilized street space into vibrant public space
- Support local business communities by activating community corridors
- Foster community interaction and social engagement
- Empower more groups and entities to provide pedestrian enhancements that contribute to livability
- Attract pedestrians

1. Proposed Parklet Location

Address

.....

2. Cross Street

.....

3. Sponsor Name/Organization

.....

4. Mailing Address

.....

5. Contact Name

.....

6. Contact Phone Number

.....

7. Contact Email Address

.....

2/4/2016

Parklet Application

8. I have read and understood the Parklet Manual including the applicant roles and responsibilitiesPlease find Application at this link: <http://bit.ly/1zrahEy>*Check all that apply.*☐ Yes☐ No**9. Name of Adjacent Property Owner (s)**

.....

10. Property Owner Address

.....

11. Property Owner Phone Number

.....

12. Property Owner Email Address

.....

13. Designer Information*Mark only one oval.*☐ I don't know yet☐ I will design myself☐ I will hire a designer**14. Designer Name/Firm**

.....

15. Designer Phone Number

.....

16. Designer Email Address

.....

17. Parking Information

Parking Spaces to be occupied

Mark only one oval.☐ 1☐ 2

2/4/2016

Parklet Application

18. Meter Numbers

.....

19. City Council Ward*Mark only one oval.*

- ☐ 1
☐ 2
☐ 3
☐ 4
☐ 5
☐ 6
☐ 7
☐ 8
☐ 9
☐ 10
☐ 11
☐ 12
☐ 13

20. Email the following materials to: parklets@minneapolismn.gov

In subject of email please use: "Site Name_Document Type", example: "Spyhouse Coffee_Site Plan"

Check all that apply.

- ☐ Site Plan
☐ Site Photos, please label
☐ Specification or materials sheet-i.e. photos of proposed materials used for construction

EXAMPLE MAINTENANCE LETTER

Maintenance Letter Example

1

Jane Smith
The Coffee Shoppe
123 Main Street
Minneapolis, MN 12345

May 12, 2015

Mackenzie Turner Borgen
309 South Second Avenue – Room 300
Minneapolis, MN 55401

Agreement to Support and Maintain Parklet in the Public Right of Way

Dear Mackenzie Turner Borgen,

On behalf of The Coffee Shoppe, we are writing to express our support of our/design team's proposal to implement a temporary Parklet outside The Coffee Shoppe on Main St.

We are enthusiastically in support of the creation of a publicly accessible temporary seating area adjacent to The Coffee Shoppe. We recognize that the Parklet will be installed immediately adjacent to the curb within the confines of two parking spaces. Further The Coffee Shoppe understand the following:

- The Parklet will be installed and removed by November 7, 2015.
- The Parklet will be open to the public.
- The Parklet is temporary

The Coffee Shoppe agrees to keep the Parklet free and open to all members of the public, regardless of whether or not they patronize the business or any other businesses on Main St. The Coffee Shoppe will not provide table service at the Parklet. Further we will provide timely tidying as necessary in the Parklet to ensure it remains clean and well maintained.

The Coffee Shoppe will notify the City of installation at least one week prior to installation and removal. Further, The Coffee Shoppe will be notified at least one day in advance of any changes or modifications which may impact use or operation of the space.

The Coffee Shoppe will be responsible for the day-to-day operation and maintenance of the Parklet. This includes, but is not limited to, the removal of debris and garbage, the watering and pruning of plants, and securing the movable furniture when The Coffee Shoppe is closed. The Coffee Shoppe has the staff capacity to complete the day-to-day maintenance.

Thank you for the opportunity.

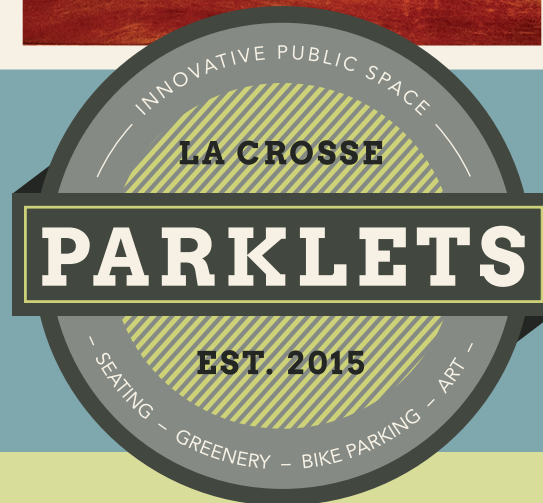
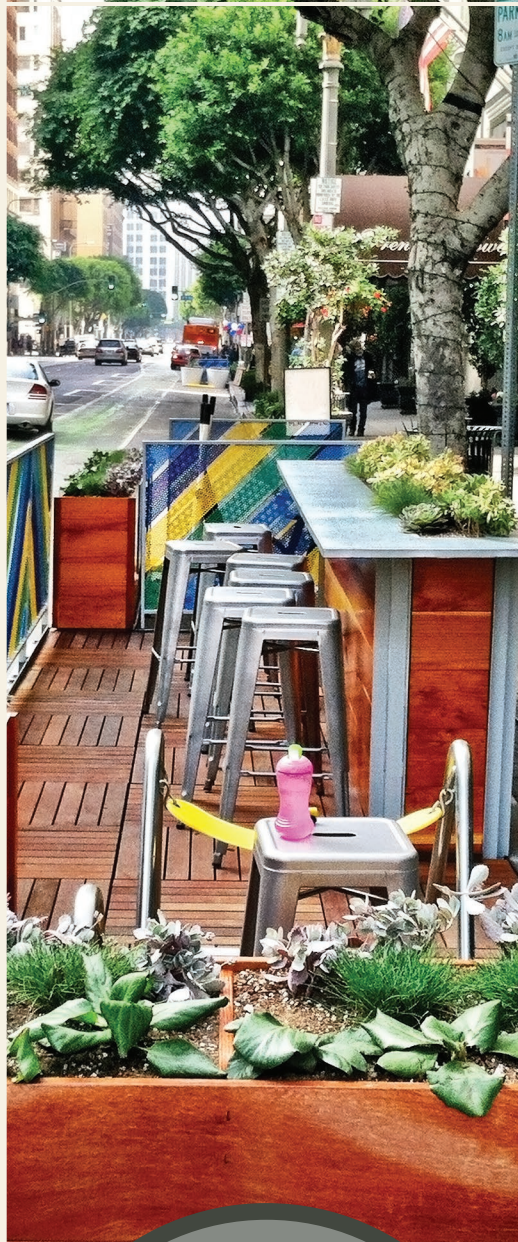
Sincerely,

Jane Smith
The Coffee Shoppe

*Maintenance Checklist Example***City of Minneapolis Parklet Program
Daily Care and Upkeep Checklist**

- ☐ Clean up rubbish within and around the parklet
- ☐ Sweep the area in and around the parklet
- ☐ Remove debris against the outside edge of the parklet
(Especially at the curb to help maintain free flow of storm water drainage.)
- ☐ Water, and maintain plantings
- ☐ Place furniture each morning
- ☐ Place and open umbrellas, weather permitting (keep an eye on the wind)
- ☐ Wipe down tables and chairs as needed
- ☐ Take down and secure furniture and umbrellas overnight
- ☐ Comments, questions, or concerns?

Please direct community members to provide feedback through 311, by phone or online. You may also forward feedback to parklets@minneapolismn.gov Feedback collected will be used to evaluate the parklet program.



La Crosse Parklets Handbook

ACKNOWLEDGMENTS

The Parklet pilot program was created by the City of La Crosse, in partnership with Downtown Mainstreet, Inc. Thanks to I&S Group and Metre for the donation of their service to complete this handbook.



INTRODUCTION

WHAT ARE PARKLETS?

Parklets are the reuse of on-street parking spaces to provide amenities and green space for the general public to sit and enjoy and to provide an economical solution to the desire and need for wider sidewalks where existing narrow sidewalks would preclude such occupancy. Parklets have the potential to add value to the surrounding area, increase commercial and residential occupancy, encourage pedestrian traffic, highlight the character of the neighborhood, and provide pleasant views and entertainment space.

The purpose of the pilot program is to increase streetscape amenities and interconnection between parks. The City of La Crosse chose to develop a 1-year pilot Parklet program to judge the demand for, response to, and success of Parklets in La Crosse. If the pilot program is successful, a more permanent policy may be investigated.



WHO CAN CONSTRUCT A PARKLET?

The following applicants are eligible to apply for the installation of Parklets within the public right-of-way:

- 1 Ground floor business owners
- 2 Non-profit and community organizations
- 3 Fronting property owners
- 4 Other applicants considered on a case by case basis



INTRO, CONT.

WHO APPROVES THE LOCATION AND CONSTRUCTION OF A PARKLET?

Parklet applicants must work through the following outlined process in order to receive approval to begin construction of a Parklet. City staff reviews and the Board of Public Works ultimately approves all proposed Parklets.

It should also be noted that neighborhood support is required for all approved Parklet applications and documentation of the support is required in several of the required forms within the application package. While unanimous support is not required, it is important that a Parklet has the backing of the majority of the neighborhood in which it is located. It is recommended applicants work on building this support for their proposed Parklet prior to beginning the application process to avoid spending time and resources on an unsupported Parklet. Be educated about the purpose, benefits, challenges, design, construction, and maintenance of a Parklet. Be specific in explaining the purpose and goals for your particular Parklet to potential supporters.

City staff reviews and the Board of Public Works ultimately approves all proposed Parklets.



APPLICATION

PRE-APPLICATION

All applicants are required to schedule an appointment with the Planning and Development Department staff to verify the viability of the location and proposed elements. Parklets should be proposed in areas where they are likely to be well used and active. Applicants can also pick up a copy of the application and instructions for completing the application in the Planning and Development Department. The results of the pre-application meeting do not guarantee approval of the Parklet location and design.

- 1 An initial site plan showing the footprint/outline of the proposed Parklet, including dimensions of Parklet, property lines, existing sidewalk width, existing parking stalls/alignment and all existing sidewalk furniture and obstructions; e.g. fire hydrants, utility poles, parking meters, street trees, etc.

REQUIREMENTS AND APPROVAL PROCESS

After the pre-application meeting, the applicant may begin the process of completing the application and supporting materials. A completed application will include:

- 1 A Revocable Occupancy/Street Privilege Permit Application (*subject to annual renewal*).
- 2 A letter requesting the Parklet and type(s) of elements being proposed to be placed on the Parklet; e.g. tables and chairs, benches, planters/landscaping, bicycle parking, etc.
- 3 Final dimensioned site plan, including all details, finishes, plant species, furniture types, etc.
- 4 Maintenance plan, including access panels and how drainage will be provided along the existing gutter.
- 5 A description of how the proposed Parklet meets each of the criteria set forth in Subsection (4) of Resolution 13-0490, which is attached to this application package.
- 6 Provide documentation of support from adjacent property/business owners. Community support shall be evidenced by:
 - a Letter of support from the property owner,
 - b Letter(s) of support from adjacent property owners,
 - c Letter of support from the district council member,
 - d Letter of support from the Neighborhood Association, if applicable,
 - e A petition indicating that 51% of residents and/or business owners on the potential Parklet's block are in support of the Parklet.
- 7 An nonrefundable application fee of \$200.00, payable to the City Treasurer.

The application package, including all supporting materials, should be submitted to the Planning and Development Department. The application will be reviewed by City staff to determine if the application meets the above requirements. Reviewing staff will also be looking at aspects of the application and plan for elements such as enhancement of streetscape quality, location, community support, and a maintenance plan. If more than five acceptable, complete applications are received, applications will be ranked in the staff recommendations to the Board of Public Works based on these elements.

City staff shall determine whether an application is complete within five business days of receipt. Should the application be determined by City staff to be incomplete, in non-conformance with standards, or in any other way not acceptable for being part of the pilot Parklet program, the application materials will be returned to the applicant with a description of why the application was rejected. The applicant will need to address all deficiencies prior to re-submittal of the application for review.

Reviewing staff will also be looking at aspects of the application and plan for elements such as enhancement of streetscape quality, location, community support, and a maintenance plan.

APPROVAL

Once City staff determines an application is complete and meets the standards set by the City of La Crosse, the Planning and Development Department will forward the request and application to the Board of Public Works within fifteen business days. The Board of Public Works will review the final detailed site plan and maintenance details. The Board of Public Works may issue a Street Privilege Permit or a Revocable Occupancy Permit for the approved Parklet. The Applicant shall submit the following information and fees to the Department of Public Works for permit issuance:

- 1 The City of La Crosse must be listed as an additional insured endorsement to the sponsor's insurance policy with general liability coverage of not less than \$1 million.
- 2 An application fee and annual fee pursuant to the Revocable Occupancy/Street Privilege Permit Application requirements of the City of La Crosse Municipal Code Section 25.01. Currently these fees are \$50 each for a total of \$100.



DESIGN

The Parklet design, location, and seasonality shall conform to the following standards, as well as any additional standards made part of the approval of the individual Parklet:

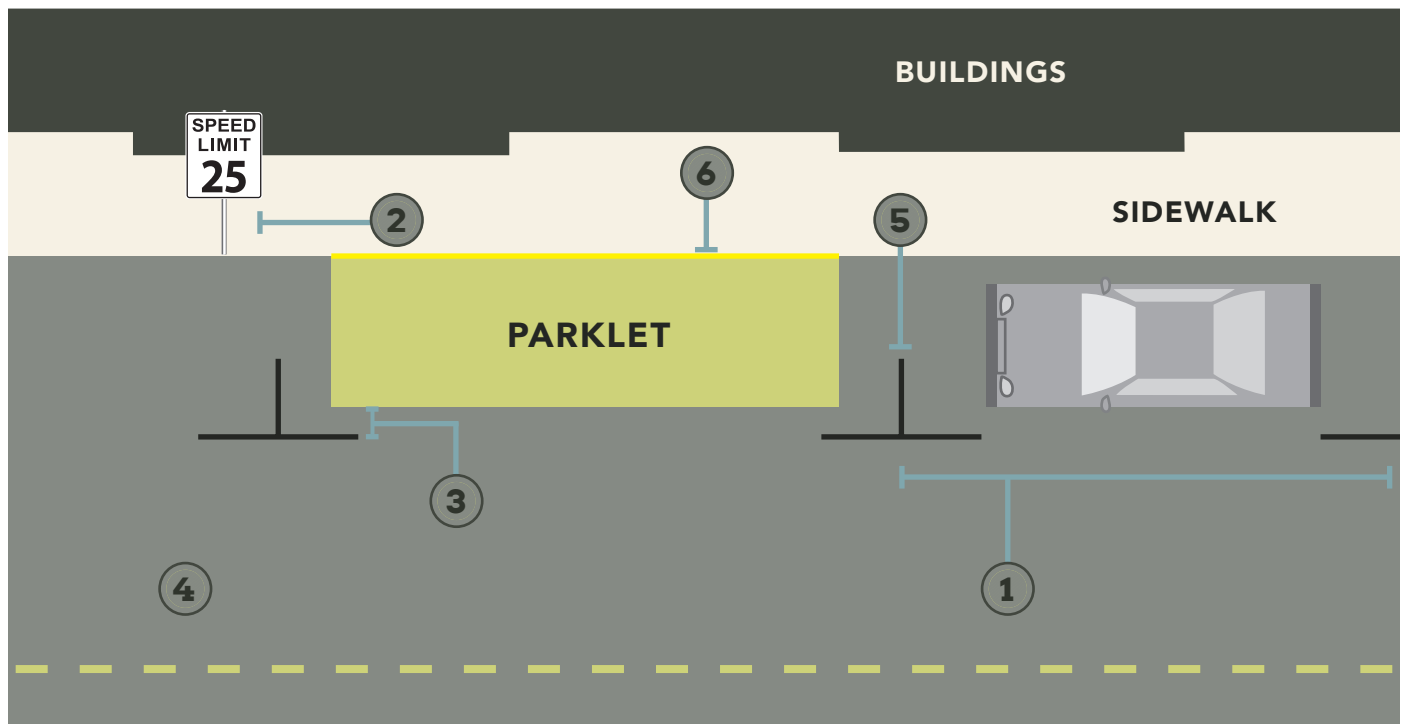


- 1 The proposed Parklet shall be permitted from May 1st through October 31st, unless the applicant can demonstrate that the Parklet will not be a hazard for snow plows or vehicles.
- 2 The proposed Parklet site shall be located at least one parking spot in from a corner or protected by a bollard, sidewalk bulb-out, or other similar feature, if located at the corner.
- 3 The proposed location shall be in an area with a posted speed limit of 25 mph or slower. In the event the posted speed limit is changed, the Parklet permit is subject to revocation. Streets with higher speed limits may be considered on a case by case basis.
- 4 The proposed street has parking lanes that will not become a tow away lane, and the Parklet and appurtenances thereof shall be a minimum of 2 feet from the nearest edge of traveled way, as determined by the City Traffic Engineer.
- 5 The proposed street has a street grade of no greater than 5%.
- 6 Parklets shall be required to have reflective tape, soft hit posts, wheel stops, and depending on the proposed location, may also require edging such as planters, railing or cables.
 - a Any edge shall be visually permeable.
 - b If cables are used, vertical spacing between cables may not exceed 6".
- 7 Parklets shall not be allowed where there is no parking allowed or in parking spaces for people with disabilities.
 - a Parklets may replace yellow parking zones or motorcycle parking if there are appropriate adjacent locations for these zones to be relocated, and the applicant is willing to pay additional fees for relocating these zones.
- 8 Parklets shall not be allowed in front of a fire hydrant, or over a manhole or public utility valve or cover.
 - a Parklets shall have 1 sign no more than 1 foot by 1 foot in size and may include any sponsorship information. Parklet shall be labeled with the following information:
"Public Parklet. All seating is open to the public. Smoking is not permitted."
Sponsorship text and images may not be larger than text of the above information.
- 9 All elements of the above mentioned Parklets shall be constructed and/or installed to conform to the applicable provisions, rules, regulations and guidelines of the City of La Crosse's Building Code, The Americans with Disabilities Act (ADA), and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

DESIGN, CONT.

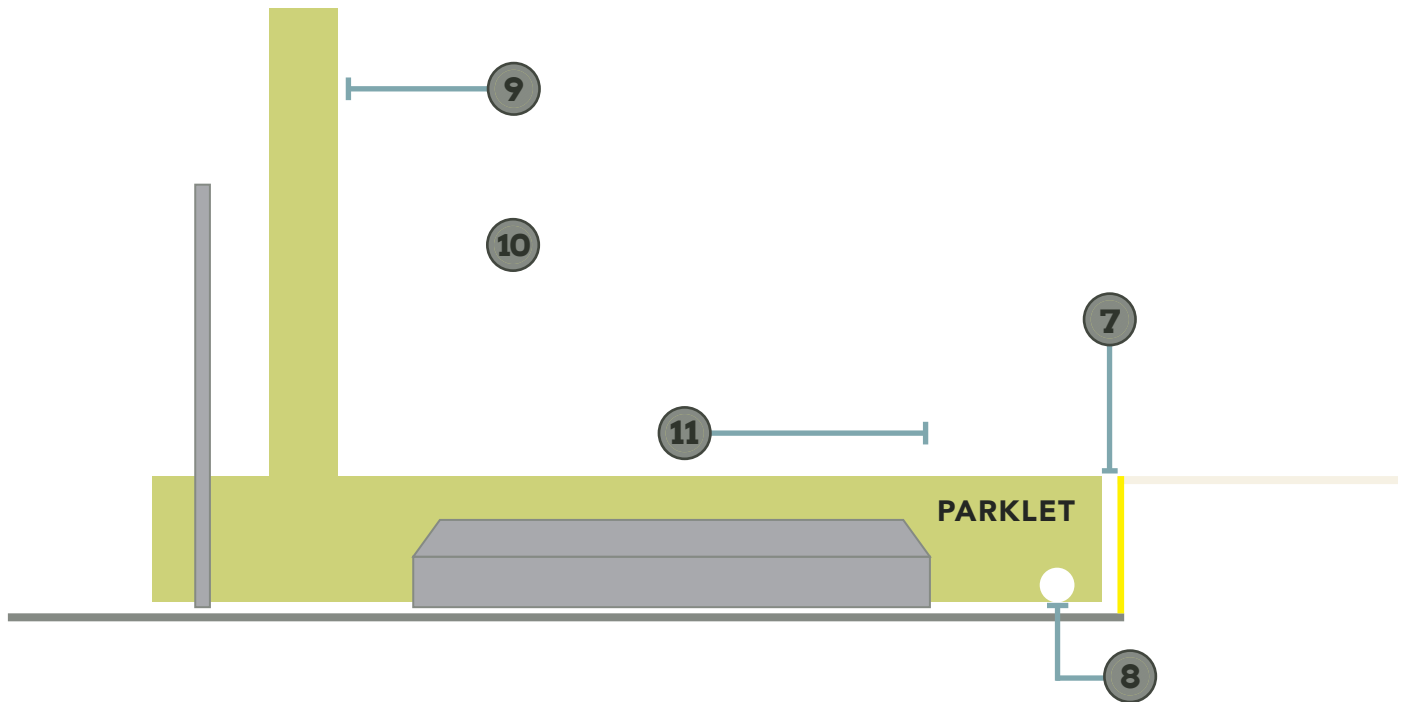
PLACEMENT GUIDELINES

Diagram of design standards.



1. Located at least one parking spot from corner (*protected by a bollard, sidewalk bulb-out, or other similar feature, if located at the corner*).
2. In an area with a posted speed limit of 25 mph or slower.
3. Minimum of 2 feet from the nearest edge of traveled way.
4. Street has a grade of no greater than 5%.
5. Must have reflective tape, soft hit posts, wheel stops, and may also require edging.
6. Not allowed in red and blue parking zones; may replace yellow parking zones or motorcycle parking.

DESIGN, CONT.



- 7.** Parklet decking must be flush with the curb and may not have more than a $\frac{1}{2}$ " gap from the curb. If this is impossible, the Parklet must be ADA accessible. A minimum 36" ADA accessible entryway to the Parklet must be maintained for all Parklets.
- 8.** The platform should allow for easy access underneath the platform and curbside drainage may not be impeded. A gap of 6" should be maintained between the body of the deck and the curb, to facilitate the movement of water.
- 9.** All edging shall be visually permeable. If cables are used, vertical spacing between cables may not exceed 6".
- 10.** All rails must be capable of withstanding a 200 lb horizontal force.
- 11.** Platforms shall not exceed a 2% cross slope.

INSTALLATION

At least 10 business days prior to beginning installation of the Parklet, contact the Public Works Department to schedule a time to meet an inspector in the field to review the site. The Public Works Department will issue a Notice to Proceed after the field review of the site and plans. The City shall post temporary no-parking signs in the spaces approved for the Parklet for a minimum of 72 hours before installation. The applicant shall install the soft-hit posts and wheel stops per the plan prior to installation. The Parklet sponsor is encouraged to take before and after pictures of the Parklet location.

Installation shall be completed within 30 calendar days of the Notice to Proceed. The work site shall be clean and safe and no obstructions shall be left in the street, sidewalk, or adjacent parking spaces. Thought shall be put into the construction and installation phasing to assure these requirements are met each day. Notify the Public Works Department within five business days of the anticipated completion of the Parklet installation for a final field review to verify the Parklet was built according to the approved plans and application materials.

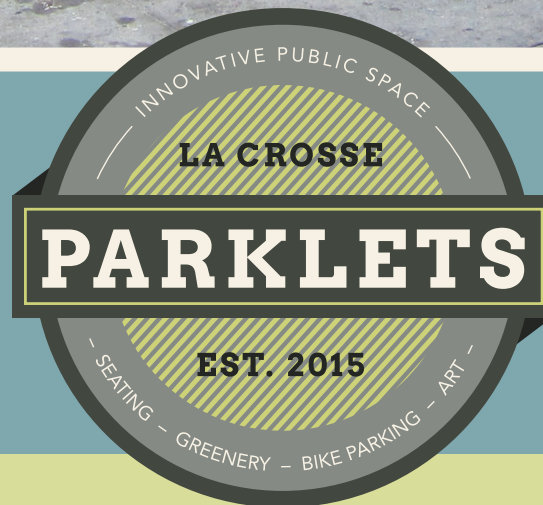
Installation shall be completed within 30 calendar days of the Notice to Proceed.

MAINTENANCE AND REMOVAL

Parklet sponsors are responsible for keeping the Parklet in the condition of the approved plans and application materials. Maintenance shall be performed according to the approved maintenance plan, and conditions on the approved permit, and any directives given by the Public Works Department. Any directives given by the Public Works Department shall be addressed to the satisfaction of the inspector within 72 hours.

The City of La Crosse reserves the right to revoke a permit for a Parklet at any time. The Parklet sponsor is responsible for removal of the Parklet, whether the removal of the Parklet is initiated by the sponsor or the City. A Parklet shall be removed within five business days of the request for removal from the City or October 31st, whichever comes first. The City reserves the right to remove a Parklet for public safety emergencies with little or no notice. Once a Parklet is removed, it may not be reinstalled without a new approved application.





Appendix

Parklet Application Checklist

PRE-APPLICATION

- ☐ Initial site plan showing the footprint/outline of the proposed Parklet, including the dimensions of the Parklet, property lines, existing sidewalk width, existing parking stalls/alignment and all existing sidewalk furniture and obstructions; e.g. fire hydrants, utility poles, parking meters, street trees, etc.
- ☐ Schedule and attend a pre-application meeting with the Planning and Development Department staff. Contact Lewis Kuhlman at 608.789.7361 or kuhlmanl@cityoflacrosse.org.

APPLICATION

- ☐ Completed Revocable Occupancy/Street Privilege Permit Application. Available online at <http://www.cityoflacrosse.org/DocumentCenter/Home/View/4332>.
- ☐ Letter requesting the Parklet and explain the elements being proposed to be placed on the Parklet.
- ☐ Final dimensioned site plan, including all elements of initial site plan plus all details, finishes, plant species, furniture types, etc.
- ☐ Maintenance plan, including access panels and how drainage will be provided along the existing gutter.
- ☐ A description of how the proposed Parklet meets each of the criteria set forth in Subsection (4) of Resolution 13-0490.
- ☐ Community support evidenced by:
 - ☐ Letter of support from the property owner,
 - ☐ Letter(s) of support from adjacent property owners,
 - ☐ Letter of support from the district council member,
 - ☐ Letter of support from the Neighborhood Association, if applicable,
 - ☐ A petition indicating that 51% of residents and/or business owners on the potential Parklet's block are in support of the Parklet.
- ☐ A nonrefundable application fee of \$200.00, payable to the City Treasurer.

BOARD OF PUBLIC WORKS

- ☐ Attend the Board of Public Works meeting during which the Parklet application is reviewed.
(optional, but strongly encouraged)

If approved:

- ☐ Produce a certificate of insurance from the sponsor with the City of La Crosse listed as an additional insured and a general liability coverage of not less than \$1 million.
- ☐ Pay a permit fee pursuant to the Revocable Occupancy/Street Privilege Permit Application.

CONSTRUCTION/INSTALLATION

- ☐ Contact the Public Works Department at least 10 business days prior to the proposed installation date to schedule a pre-installation field review with the inspector.
- ☐ Install no parking signs as directed by the Public Works Department a minimum of 72 hours before the proposed beginning of installation.
- ☐ Install soft hit posts and wheel stops per the plan or direction of the Public Works Department prior to any other installation.
- ☐ Complete installation within 30 calendar days of the date on the Notice to Proceed.
- ☐ Contact the Public Works Department at least 5 business days prior completion of installation for a final field review.

MAINTENANCE/REMOVAL

- ☐ Address any written directives given by the Public Works Department to the satisfaction of the inspector within 72 hours of receipt.
- ☐ Remove the Parklet within 5 business days of request for removal from the City or October 31st, whichever comes first.

[Date]

Lewis Kuhlman, Associate Planner – Community Development
City of La Crosse Planning Department
3rd Floor
400 La Crosse Street
La Crosse, WI 54601

Re: [Street Name/Location of Potential Parklet] Parklet

Mr. Kuhlman:

I am writing to express my support for the Parklet application submission by [applicant's name/organization] on [street name].

I am a [identify your relationship, such as City Council office, immediate neighbor, business owner, representative of local organization]. [Describe why you or your group supports the Parklet].

[If applicable, describe what role you or your organization will play in the installation or ongoing maintenance, operations, or programming of the Parklet].

I strongly encourage you to prioritize and approve the application for this Parklet.

Sincerely,

[your signature]

[name, title, organization, contact information, if not provided within letterhead]

I support a Parklet on [name of street/location].

Thanks for working to enhance the vibrancy of our neighborhood!

[illegible]

On State Highway?
☐ Yes ☐ No

**REVOCABLE OCCUPANCY/
STREET PRIVILEGE PERMIT APPLICATION**
City of La Crosse Legal Department - Phone: (608)789-7511
<http://www.cityoflacrosse.org>

Permit Number:
#

APPLICANT

Name: _____ Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone #: () _____ Cell #: () _____ Fax #: () _____
Email: _____

PROPERTY OWNER *If different from applicant

Name: _____ Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone #: () _____ Cell #: () _____ Fax #: () _____
Email: _____

ENCROACHMENT TYPE (Check one):

- | | |
|--|--|
| ☐ AWNING/ON-PREMISE SIGN/OVERHEAD HEATER/CANOPY | ☐ OUTDOOR DINING AREA |
| ☐ FIRE ESCAPE/ RESCUE PLATFORM/BALCONY | ☐ AESTHETIC APPURTENANCE |
| ☐ VENDING MACHINE/NEWSBOX | ☐ GROUNDWATER MONITORING WELL |
| ☐ UNDERGROUND WIRES AND INFRASTRUCTURES | ☐ BOATHOUSE/HOUSEBOAT |
| ☐ AUTOMATIC IRRIGATION SYSTEM/SIDEWALK ENCROACHMENT | ☐ OFF-PREMISE SIGN |
| ☐ OTHER: _____ | |

DESCRIPTION OF ENCROACHMENT/WORK TO BE PERFORMED:

Desired Start Date: _____

Est. Completion Date: _____

CONTRACTOR/SIGN CO.:

Phone #: () _____

Cell #: () _____

PERSON IN CHARGE:

Fax #: () _____

For timely review, City Ordinance requires that applications be submitted at least 45 days prior to the need for any encroachment. Notwithstanding approval of the application, a permit is not valid until it is signed, recorded and compliance with all other permit conditions is verified. All necessary permits from other City Departments must also be obtained before the encroachment can be installed/erected.

I authorize the applicant listed above to apply for a Street Privilege Permit through the City of La Crosse.

STATE OF WISCONSIN)
)SS.

Property Owner Signature: _____

COUNTY OF LA CROSSE)
Personally came before me this ____ day of _____, 20____, the
above named _____

A signed letter from the property owner or management company may be used in lieu of this signature **

_____ to me known to be the
person(s) who executed the foregoing instrument and acknowledged the
same.

Signature of Property Owner **must** be notarized **

Tax Parcel ID #:

Notary Public, _____ County, _____
My commission expires: _____

I certify that I have reviewed the Municipal Code and understand all that is related to this permit request. I further certify that I have the full authority to make the foregoing application; the information in the application and the required submittals are complete and correct; the Work or Use performed shall comply with all the laws of the State of Wisconsin, and all ordinances, rules, regulations, policies, and special conditions of the City of La Crosse. The applicant agrees to perform the work or use covered by an approved permit with diligence and convenience to the public. After approval, applicant shall be responsible for obtaining any final documents and follow all procedures as defined in the City Municipal Code. Approval of this application is subject to the conditions that appear in the actual permit to be signed after approval is obtained.

Signature of Applicant: _____

Date: _____

Please return this completed application along with required information and fees noted on checklist to: City of La Crosse, Legal Department, 400 La Crosse Street, 6th Floor, La Crosse WI 54601. With questions please contact the Legal Department at (608)789-7511. You will then be given notice of when your request will be on the Board of Public Works agenda.

Approved By: _____

Approval Date: _____

Required items to be provided by Applicant

Scale drawing of encroachment ☐
Legal Description ☐
Certificate of Insurance ☐
Initial Application Fee \$ _____ ☐
Annual Permit Fee \$ _____ ☐

All items due prior to approval

Gray Shaded Areas to be Completed by City Staff

☐ Special Conditions of Approval Attached

NON-REFUNDABLE ANNUAL PERMIT FEE

\$ _____ Payable to City Treasurer (See fee schedule)

Check # _____ Date Received: _____

13-0490

Resolution approving the creation of a pilot program to allow the installation of up to five parklets.

AMENDED RESOLUTION

WHEREAS, the City of La Crosse Comprehensive Plan calls for an increase in streetscape amenities and an interconnection between parks; and

WHEREAS, parklets are the reuse of on-street parking spaces to provide amenities and green space for the general public to sit and enjoy and to provide an economical solution to the desire and need for wider sidewalks where existing narrow sidewalks would preclude such occupancy; and

WHEREAS, parklets have the potential to add value to the surrounding area, increase commercial and residential occupancy, encourage pedestrian traffic, highlight the character of the neighborhood, and provide pleasant views and entertainment space; and

WHEREAS, the concept has been supported by Downtown Mainstreet, Inc. and has proven successful in cities such as Olympia, WA (pop. 47, 266); and

WHEREAS, planning staff recommends a pilot project due to the novelty of this project and will identify any necessary changes to existing or proposed ordinances;

WHEREAS, (Park)ing Day on Friday , September 20th was established by Rebar, a San Francisco art and design studio, and would be a great opportunity to build awareness of parklets.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse, that it hereby approves the creation of a pilot program to allow the installation of up to five parklets; and

BE IT FURTHER RESOLVED that the City recognizes and supports participation in ~~(Park)ing~~ Park(ing) Day on the third Friday in September, as way for citizens to think differently about how they can use public space; and

BE IT FURTHER RESOLVED that the installation of parklets shall require review and approval by the Board of Public Works via a Street Privilege Permit or Revocable Occupancy Permit and be subject to the attached provisions.

BE IT FURTHER RESOLVED, that the Common Council directs the appropriate City officials to take all action necessary to effectuate this Resolution.

BE IT FURTHER RESOLVED that this resolution shall sunset in September, 2015.

Parklet Application and Review Process

(1) Application

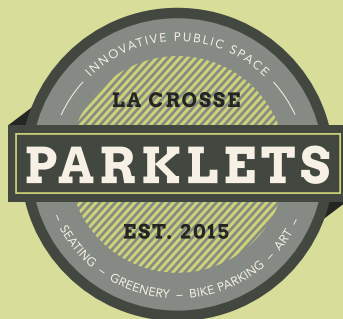
- (a) The following applicants are eligible to apply for the installation of Parklets within the public right-of-way:
 - (i) Ground floor business owners
 - (ii) Non-profit and community organizations
 - (iii) Fronting property owners
 - (iv) Other applicants considered on a case by case basis
- (b) Pre-application Meeting
Applicant shall schedule an appointment with Planning and Development Department staff to verify the viability of the location and proposed elements.
- (c) The following shall be included in the application with the City's Street Privilege Permit or Revocable Occupancy Permit forms:
 - (i) A letter requesting the parklet and an initial site plan showing the footprint/outline of the proposed parklet, including dimensions of parklet, property lines, existing sidewalk width, existing parking stalls/alignment and all existing sidewalk furniture and obstructions; e.g. fire hydrants, utility poles, parking meters, street trees, etc.
 - (ii) Type(s) of elements being proposed to be placed on the parklet; e.g. Tables & Chairs, benches, planters/landscaping, bicycle parking, etc.
 - (iii) Final dimensioned site plan, including all details, finishes, plant species, furniture types, etc.
 - (iv) Maintenance details, including access panels and how drainage will be provided along the existing gutter.
 - (v) A description of how the proposed parklet meets each of the criteria set forth in Subsection (4).
 - (vi) Provide documentation of support from adjacent property/business owners. Community support shall be evidenced by:
 - 1. Letter(s) of support from the property owner,
 - 2. Letters of support from adjacent property owners,
 - 3. Letter of support from the district council member,
 - 4. Letter of support from Neighborhood Association,
 - 5. A petition indicating that 51% of residents and/or business owners on the potential parklet's block are in support of the parklet.
 - (vii) An nonrefundable application fee of ~~\$100~~ \$200.00, payable to the City Treasurer

(2) Review Process

- (a) Application shall be submitted to the Planning and Development Department to be reviewed by the Director of Planning and Development, the City Traffic Engineer, the Street Superintendent, and the City Engineer for consideration and recommendation based on the following criteria:
 - (i) Meets established design criteria of Subsection (4)
 - (ii) Enhancement of streetscape quality

- (iii) Location (parklet is likely to be well used and active)
 - (iv) Community support
 - (v) Maintenance plan
- (b) Upon a review by the City Officials, the Planning and Development Department shall forward the request for a parklet to the Board of Public Works.
- (3) Approval Process
 - (a) The Board of Public Works shall review the final detailed site plan and maintenance details. Applicant shall submit the following information and fees to the Department of Public Works for permit issuance:
 - (i) The City of La Crosse must be listed as an additional insured endorsement to the insurance policy with general liability coverage of not less than \$1 million.
 - (ii) A permit fee pursuant to the Street Privilege Permit or Revocable Occupancy Permit requirements of the City of La Crosse Municipal Code Section 25.01.
 - (b) The Board of Public Works may issue a Street Privilege Permit or a Revocable Occupancy Permit for the approved Parklet.
- (4) Appropriate Seasonal, Location, and Design Criteria
 - (a) The proposed parklet shall be permitted from May 1st through October 31st, unless the applicant can demonstrate that the parklet will not be a hazard for snow plows or vehicles.
 - (b) The proposed parklet site shall be located at least one parking spot in from a corner or protected by a bollard, sidewalk bulb-out, or other similar feature, if located at the corner.
 - (c) The proposed location shall be in an area with a posted speed limit of 25 mph or slower. In the event the posted speed limit is changed, the parklet permit is subject to revocation. Streets with higher speed limits may be considered on a case by case basis.
 - (d) The proposed street has parking lanes that will not become a tow away lane, and the parklet and appurtenances thereof shall be a minimum of two (2) feet from the nearest edge of traveled way, as determined by the Traffic Engineer.
 - (e) The proposed street has a street grade of no greater than 5%.
 - (f) Parklets shall be required to have reflective tape, soft hit posts, wheel stops, and depending on the proposed location, may also require edging such as planters, railing or cables.
 - (i) Any edge shall be visually permeable.
 - (ii) If cables are used, vertical spacing between cables may not exceed 6"
 - (g) Parklets shall not be allowed in red and blue zones.
 - (i) Parklets may replace yellow zones or motorcycle parking if there are appropriate adjacent locations for these zones to be relocated, and the applicant is willing to pay additional fees for relocating these zones.
 - (h) Parklets shall not be allowed in front of a fire hydrant, or over a manhole or public utility valve or cover.
 - (i) Parklets shall have one (1) sign no more than one foot by one foot in size and may include any sponsorship information. Parklet shall be labeled with the following information: "Public Parklet. All seating is open to the public. Smoking is not permitted." Sponsorship text and images may not be larger than text of the above information.

- (j) All elements of the above mentioned parklets shall be constructed and/or installed to conform to the applicable provisions, rules, regulations and guidelines of La Crosse Building Code, The Americans with Disabilities Act (ADA), and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).



GENERAL ORDINANCE NO. 18-20

**AN ORDINANCE
CREATING SECTION 6.158
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKLET PERMITS**

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

SECTION 1. Section 6.158, Green Bay Municipal Code, is hereby created to read:

6.158 PARKLET PERMIT.

(1) DEFINITIONS.

(a) Parklet. A temporary extension of the terrace area into the parking lane of a public street which provides additional space for amenities, including, but not limited to, seating, dining, bike racks, and/or landscaping. A Parklet may occupy up to two (2) parking spaces or parking space equivalent units.

(b) Parking Space. A designated area between the travel lane of a street and the face of curb, marked by the City of Green Bay Department of Public Works, and dedicated solely for use as automobile parking.

(c) Parking Space Equivalent Unit. An unmarked area located between the travel lane of a street and the face of curb, measuring eight (8) feet perpendicular from the curb face by twenty (20) feet parallel to the curb face.

(2) **PERMIT REQUIRED.** No person shall operate a Parklet without first obtaining a permit under this section. The Parklet permit shall be valid to occupy the Parking Space(s) or Parking Space Equivalent Unit(s) between the dates of May 1 through October 31, inclusive, annually.

(3) **TECHNICAL STANDARDS.** Parklets shall conform to the following technical standards:

(a) The Parklet shall provide for unimpeded and ADA-complaint pedestrian access to the sidewalk.

(b) The Parklet shall maintain drainage of storm water in curb line without impediment.

- (c) The finished surface of the parklet shall be flush with the top of curb within one-half (1/2) inch in vertical difference.
- (d) The Parklet shall not prohibit access to utilities located within the public right-of-way, and must be able to be removed upon 72-hour notice to provide access to utilities, if requested.
- (e) The Parklet owner shall be responsible for maintenance within the Parklet area, including garbage collection.
- (f) Reflective soft-hit posts shall be installed on each corner of the Parklet.
- (g) The outside, traffic-facing edge of the Parklet shall be protected by Manual of Uniform Traffic Control Devices-compliant object markers.
- (h) If the Parklet is to be used as a Sidewalk Café, as defined under Section 6.155, GBMC, applicant must also obtain a Sidewalk Café permit.
- (i) Parklet applicant shall be required to provide a Certificate of Insurance, listing the City of Green Bay as an additional insured, for the classifications and limits established by the City of Green Bay Risk Management Department.

(4) APPLICATION. Priority consideration will be given to applications submitted between the dates of November 1 and February 1. The Department of Public Works will consider all submitted applications between February 15 and May 1 of any given year, unless the Department of Public Works grants an extension due to issues raised during the application process. Applications submitted outside this time window will be reviewed on an as-submitted basis.

(5) FEE. The fee for a Parklet permit shall represent the equivalent cost of the daily parking meter bagging fee, multiplied by five (5) days per week, for a period of twenty six (26) weeks, per stall occupied. Fees for Parklets not in operation for the full allowable period of May 1 through October 31, inclusive, will be prorated.

(6) DURATION OF PERMIT. A Parklet permit shall be valid throughout the period of three (3) calendar years, beginning on the date of issuance. The Parklet permit is non-transferrable without the written consent of the Director of the Department of Public Works.

(7) APPEAL PROCEDURE. Any person aggrieved may appeal the denial or revocation of a Parklet permit to the Improvement and Services Committee. The applicant shall file written notice of appeal with the City Clerk within seven (7) days after receiving notice of the denial. After obtaining receipt of the appeal, the Committee shall place the matter on the soonest Improvement and Services Committee agenda practicable for review.

(8) DUTIES OF PERMITTEE. A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.

(9) REVOCATION OR SUSPENSION OF PERMIT.

(a) The Director of Public Works may revoke a Parklet permit if they determine that the permittee has violated the Technical Standards contained herein; if they determine that occupancy of the parklet is detrimental to the public health, safety, or welfare; or if the right-of-way subject to such permit is required for some other public purpose.

(b) The Director of the Department of Public Works may revoke a Parklet permit if the applicant has misrepresented or provided false information in the application.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

SMG

5/5/20



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.4

To refer to staff requesting Department of Public Works look into the storm water sewer backups starting from East Shore Circle to California/East Shore Drive (Ald. Lefebvre). (June 10, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.5

To receive and place on file, on behalf of Tina Bunker, to have the City of Green Bay own and maintain the storm water management ponds as part of the Grandview subdivision(s) (Ald. Nicholson). (June 10, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

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



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

INTER-OFFICE
MEMO

TO: Improvement & Service Committee

FROM: Matthew Heckenlaible, PE – Utility Manager

SUBJECT: Storm Water Facility / Pond Memo

DATE: January 2, 2020

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

Overview:

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

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

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

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

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

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

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



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

Residential / Commercial Development in somewhat of a chronological order:

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

Brown County Farm Pond: Constructed 2007

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

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

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



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

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

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

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

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

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

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

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

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

Conclusion / Considerations:

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



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

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



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

INTER-OFFICE
MEMO

TO: Steven Grenier – Director of Public Works

FROM: Matthew Heckenlaible – Utility Manager

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

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

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

Comments:

November 11, 2003 Interoffice Memo:

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

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



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

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

November 14, 2014 Comments:

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
 100 N. Jefferson Street, Room 300
 Green Bay, WI 54301
 Tel (920) 448-3100
 Fax (920) 448-3102

**SUBDIVISION AND
 CERTIFIED SURVEY MAP
 CHECKLIST & COMMENTS**

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

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



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.6

To bring back from the table, and to receive and place on file the feasibility of utilizing the “even-odd” residential address overnight parking scenario, as is done in Milwaukee, in order to relieve the parking problems at residences with limited parking spaces with Department of Public Works staff creating draft ordinances that allow even-odd overnight on street parking during summer months and/or year round and present at the January 8, 2020 Improvement and Services Committee meeting (tabled at the February 4, 2020 Common Council meeting) (Ald. Steuer). (June 10, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2019 Overnight On-Street Parking Request
2. Overnight Parking Locations

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

Current Actual Information:

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

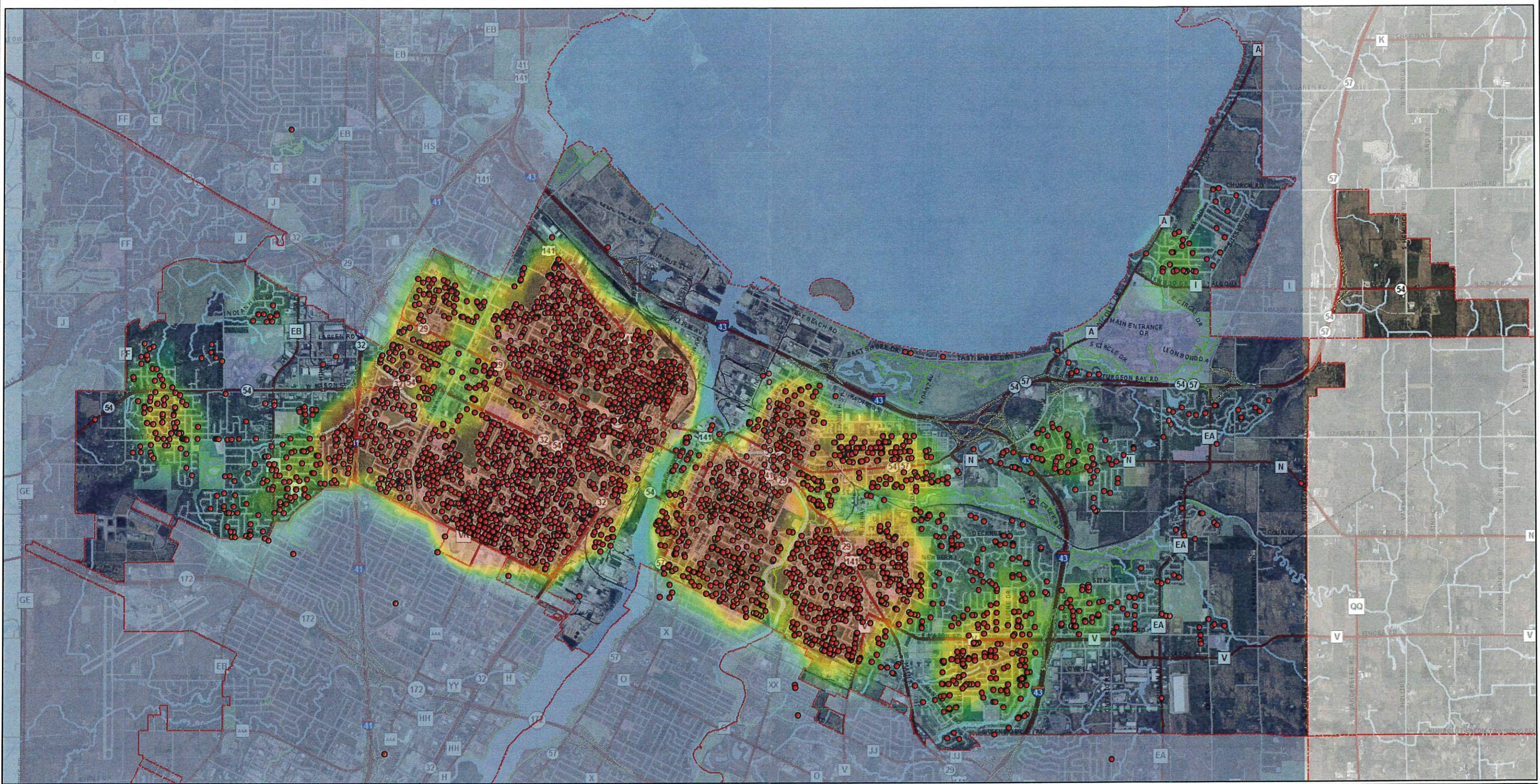
Worst-Case Information:

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

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

Conclusions:

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



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

Legend

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

Overnight Parking Locations City of Green Bay

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

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



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.7

To approve the request by Department of Public Works regarding approval of the annual Compliance Maintenance Annual Report (CMAR), authorize the Mayor and City Clerk to execute the resolution, and authorize the Director of Public Works to submit the report to Wisconsin Department of Natural Resources (WDNR) sanitary sewer collection permit. (June 10, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. eCMAR I-S Summary 6-10-2020
2. 2019 eCMAR - DRAFT 5-26-2020



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ENGINEERING DIVISION

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

INTER-OFFICE
MEMO

TO: Improvement & Services Committee
Steven Grenier – Director of Public Works

FROM: Matthew Heckenlaible – Utility Manager

SUBJECT: Compliance Maintenance Annual Report
Executive Summary

DATE: June 10, 2020

C: James Brunette – Assistant Director of Public Works

Sanitary Sewer System Background

Each year the Department of Public Works is required to submit a report to the Wisconsin Department of Natural Resources (WDNR) as to the status of the City's sanitary sewer collection system. This is done through the Compliance Maintenance Annual Report (eCMAR).

The CMAR is broken into two (2) sections to be evaluated, Financial Management and the Sanitary Sewer Collection Systems.

The Financial Management section is inquiring whether or not we have ample revenue to meet expenditures and if we are planning for capital projects / costs. In 2017, the Wisconsin Office of Energy Innovation in conjunction with the WDNR, added a subsection pertaining to Energy Efficiency and Use. The Office of Energy has been obtaining energy usage data from potable water systems for years and are somewhat aware that in a time of energy needs what it would take to keep potable water systems operational, but they have very little appreciable data on what energy needs are associated with waste water treatment plants and collection systems. The Office of Energy and WDNR will be requesting this information to also aid entities to track their own energy usage and determine if there are any deficiencies to lift stations or similar mechanisms could be improved thereby saving municipalities money. In 2019, the City again was in favorable standing receiving an "A" rating for this section.

The Sanitary Sewer Collection System section inquires about the various components of a CMOM (Capacity, Management, Operations & Maintenance) program along with the maintenance performed within our collection system and the number of sanitary sewer related complaints and back-ups. The City had an EPA mandate to develop and implement a CMOM in July of 2013. The WDNR mandated that all collection and treatment facilities of a CMOM in place and begin implementing by August 1, 2016 as was noted in the CMAR presentation at the June 2016 Improvement and Service Committee meeting. In 2014, the City submitted a draft copy of the CMOM to EPA for review and consideration. EPA submitted comments back to the City and revisions were made to the initial draft document. In 2015, the City began formalizing a CMOM and began implementing various components that were ready. The CMOM program is a living document that is reviewed, revised, trained upon and



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**INTER-OFFICE
MEMO**

implemented on an annual basis. With existing programs that were in place and regrettably one (1) 'reportable' sanitary sewer overflows (September 12, 2019 – Main Street), we were able to achieve a favorable standing in 2019 receiving an “A” rating for this section.

Year	Financial Rating	Sewer System Rating	Overall Rating	% System Cleaning	% System Televised	Total No. of Sewer Complaints	Back-ups from City Main	SSOs
2006	A	A	A	33.53*	3.19	323	207	0
2007	A	A	A	30.6*	3.2	332	249	0
2008	A	A	A	29.3*	2.9	364	239	0
2009	A	C	C+	8.85	3.5	359	267	2
2010	A	A	A	11.37	2.4	317	238	0
2011	A	A	A	24.75	10.59	299	72	0
2012	A	A	A	19.5	9.7	281	57	0
2013	A	A	A	43	19.4	272	43	0
2014	A	A	A	31.2	34.9	321	25	0
2015	A	A	A	31.03	16.04	248	42	0
2016	A	A	A	38.06	16.44	178	13	0
2017	A	A	A	61.9	16.1	174	11	0
2018	A	A	A	71.6	25.9	214	6**	0
2019	A	A	A	58.1	25.0	182	7**	1

* Double counting of footages

** Excluded complaints due to flooding, contractor damage (2019)

4 – Due to Contractor damage

2 – Due to surcharging of sanitary mains due to rain / river

Action Necessary

The Department of Public Works is requesting the Improvement & Service Committee and Common Council to adopt the Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Annual Report and authorize the Mayor and City Clerk to execute the resolution and allow the Director of Public Works to forward these document to WDNR.

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
5/26/2020 **2019**

Financial Management

1. Provider of Financial Information

Name:

Matthew Heckenlaible PE - Utility Manager

Telephone:

(920) 448-3100

(XXX) XXX-XXXX

E-Mail Address
(optional):

MattHe@greenbaywi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2019

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2019

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 2,076,532.60

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

+

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 2,076,532.60

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 844,955.00

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
5/26/2020 **2019**

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 741,262.07

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 2,180,225.53

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Purchase of manhole inspection truck, equipment, SL-RAT, SMART Covers, and SCADA Radios.

3.3 What amount should be in your Replacement Fund? \$ 2,180,225.53

0

Please note: If you had a CWWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Hinkle Steet Reconstruction (Larsen to W Mason)	250000	2013
2	Harvey Street Reconstruction (Jackson to Webster)	150000	2014
3	Grandview Interceptor Sewer Extension	1000000	2020
4	Grandview Estates Subdivision Collection System - Phase I	500000	2020
5	Sitka Street Reconstruction	370000	2019
6	Superior Road Reconstruction	110000	2019
7	Bradley Estates Sub'd	160000	2020
8	Eaton Heights Sub'd	250000	2019
9	Superior Heights Sub'd	260000	2020
10	Annual Rehabilitation and Reconstruction Contracts	1100000	2020
11	Annual Repair, Reconstruction and Rehabilitation Contracts	850000	2020
12	Contract Annual Sewer Cleaning & CCTV	666000	2020
13	East Mason - East River Siphon Removal Project	500000	2020

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

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Green Bay Sewage Collection System

Last Updated: Reporting For:
5/26/2020 **2019**

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	6,879	
February	4,924	
March	5,159	
April	6,845	
May	7,482	
June	5,857	
July	6,854	
August	6,310	
September	6,178	
October	5,883	
November	8,072	
December	8,277	1
Total	78,720	1
Average	6,560	1

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☒ No

☐ Yes

Year:

By Whom:

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Green Bay Sewage Collection System

Last Updated: Reporting For:
5/26/2020 **2019**

Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Attempt to locate, detect and reduce I/I which will reduce the amount of pumping in selecting areas especially during wet weather events / periods.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Green Bay Sewage Collection System

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5/26/2020 2019

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- ☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

1. Review, modify and continue implementation of the current CMOM (2019)
 2. Continue with the development of written operating procedures (SOPs) primarily within DPW-Engineering and Sewer Operations Sections.
 3. Review and modify existing SOPs that during implementation and training need to be changed.
 4. Continue to fill vacant Utility Section positions due to retirements, advancement by staff and staff opting to take other positions elsewhere, and newly created positions.
 5. Continue to strive for zero (0) basement back-up complaints that originate from the City's sewer system.
 6. Determine significant sources of Inflow & Infiltration (I/I).

Did you accomplish them?

- ☐ Yes
- ☒ No

If No, explain:

1. The CMOM document is a document that needs continued review, modification and as such training to properly implement. The City views this as an on-going goal and task.
 2. The City continues to develop, review, modify and train and implement SOPs. This is an on-going goal / task.
 3. The City continue to go through normal recruitment practices when vacancies arise within DPW-Utility Section (Sewers & Engineering).
 4. The City continues to see a relatively low number of basement back-ups and is for the most part keeping them in check with regular maintenance. Unforeseen circumstances due to water breaks, large sewer main failures, significant rain events and abnormal spring thaw resulted in several impacts to basements / properties in 2019.

- ☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

- ☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Chapter 21-Utilities; Chapter 16-Plumbing

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If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2019-12-17

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance
- ☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☐ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

- ☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

0

- ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☐ Emergency operation protocols and implementation procedures

- ☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

- ☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	58.1	% of system/year
Root removal	00	% of system/year
Flow monitoring	0	% of system/year

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Green Bay Sewage Collection System

Last Updated: Reporting For:
5/26/2020 **2019**

Smoke testing	0	% of system/year																																				
Sewer line televising	25	% of system/year																																				
Manhole inspections	11	% of system/year																																				
Lift station O&M	4	# per L.S./year																																				
Manhole rehabilitation	.04	% of manholes rehabbed																																				
Mainline rehabilitation	.56	% of sewer lines rehabbed																																				
Private sewer inspections	0	% of system/year																																				
Private sewer I/I removal	0	% of private services																																				
River or water crossings	0	% of pipe crossings evaluated or maintained																																				
Please include additional comments about your sanitary sewer collection system below:																																						
The City continuously monitors with SmartCovers, and at a minimum, bi-annually cleans two (2) pairs of inverted siphons that cross under the East River. All other river/waterway crossings are inspected or maintained on a rotating basis within a three (3) year schedule.																																						
3. Performance Indicators 3.1 Provide the following collection system and flow information for the past year. <table border="1"> <tr> <td> 48.63 </td> <td>Total actual amount of precipitation last year in inches</td> </tr> <tr> <td> 29.52 </td> <td>Annual average precipitation (for your location)</td> </tr> <tr> <td> 461.96 </td> <td>Miles of sanitary sewer</td> </tr> <tr> <td> 13 </td> <td>Number of lift stations</td> </tr> <tr> <td> 0 </td> <td>Number of lift station failures</td> </tr> <tr> <td> 1 </td> <td>Number of sewer pipe failures</td> </tr> <tr> <td> 13 </td> <td>Number of basement backup occurrences</td> </tr> <tr> <td> 182 </td> <td>Number of complaints</td> </tr> <tr> <td> 19.8 </td> <td>Average daily flow in MGD (if available)</td> </tr> <tr> <td> 751.11 </td> <td>Peak monthly flow in MGD (if available)</td> </tr> <tr> <td> 0 </td> <td>Peak hourly flow in MGD (if available)</td> </tr> </table> 3.2 Performance ratios for the past year: <table border="1"> <tr> <td> 0.00 </td> <td>Lift station failures (failures/year)</td> </tr> <tr> <td> 0.00 </td> <td>Sewer pipe failures (pipe failures/sewer mile/yr)</td> </tr> <tr> <td> 0.00 </td> <td>Sanitary sewer overflows (number/sewer mile/yr)</td> </tr> <tr> <td> 0.03 </td> <td>Basement backups (number/sewer mile)</td> </tr> <tr> <td> 0.39 </td> <td>Complaints (number/sewer mile)</td> </tr> <tr> <td> 37.9 </td> <td>Peaking factor ratio (Peak Monthly:Annual Daily Avg)</td> </tr> <tr> <td> 0.0 </td> <td>Peaking factor ratio (Peak Hourly:Annual Daily Avg)</td> </tr> </table>			48.63	Total actual amount of precipitation last year in inches	29.52	Annual average precipitation (for your location)	461.96	Miles of sanitary sewer	13	Number of lift stations	0	Number of lift station failures	1	Number of sewer pipe failures	13	Number of basement backup occurrences	182	Number of complaints	19.8	Average daily flow in MGD (if available)	751.11	Peak monthly flow in MGD (if available)	0	Peak hourly flow in MGD (if available)	0.00	Lift station failures (failures/year)	0.00	Sewer pipe failures (pipe failures/sewer mile/yr)	0.00	Sanitary sewer overflows (number/sewer mile/yr)	0.03	Basement backups (number/sewer mile)	0.39	Complaints (number/sewer mile)	37.9	Peaking factor ratio (Peak Monthly:Annual Daily Avg)	0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)
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4. Overflows																																						

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:

5/26/2020

2019

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume (MG)
0	9/12/2019 3:30:00 PM - 9/12/2019 6:00:00 PM	1560 Main Street Latitude: 44.504166 Longitude: -87.98694	Rain, Plugged Sewer, Broken Sewer, Broken Sewer, Flooding	0.0002 - 0.0002

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

1. The pipe that failed was from 1930's, originally NEWWater's facility that was turned over to the City.
2. Besides age, the pipe appears to have significantly deteriorated due to H2S.
3. The sewers in that area were re-evaluated by a CCTV Contractor along with Man Hole structures.
4. The City is planning on doing a significant CIPP lining and manhole rehabilitation contract during the Summer of 2020.
5. The City has also purchased an 8-inch portable pump and hose/piping that will aid in by-pass pumping around any damaged pipe in the future IF this should happen again.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☒ Yes

☐ No

If Yes, please describe:

The City continues to be cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. The City has dollars available for consultant service to assist in developing a sewer system model to better assess I/I.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☒ Yes

☐ No

If Yes, please describe:

The City continues to be cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. The City has dollars available for consultant service to assist in developing a sewer system model to better assess I/I.

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

The City continues to be cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. There were two (2) documented I/I performance related instances in 2019 due to significant / sustained precipitation events. There were no documented I/I performance related instances in 2019 due to normal precipitation events.

5.4 What is being done to address infiltration/inflow in your collection system?

The City has been installing cured in place pipe (CIPP) liners and inject chemical grout into mainline and manhole joints to aid in the reduction of I/I. In late 2016, the City acquired SmartCovers to monitor flow elevations within portions of our sanitary sewer system and track any indication of increased flows during and after precipitation events. The City has budgeted in the past several years to acquire additional SmartCovers to continue to narrow down suspected areas that may contribute to I/I within our sanitary sewer system.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
5/26/2020 2019

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
5/26/2020 2019

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Green Bay

Date of Resolution or
Action Taken:

2020-06-30

Resolution Number:

WDNR

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

The City will continue to review and implement written policies, procedures and CMOM documents to aid in better understanding financial constraints that exist in order to better operate, manage and maintain the City's sanitary sewer system.

Review the Energy Usage within the sanitary sewer system and better determine if there are additional cost savings that can be considered in years to come like I/I reduction.

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

The City will continue to audit and implement our CMOM program on an annual basis. Within the CMOM, tasks, goals will be continually created, reviewed and up-dated to continue the CMOM to evolve to be the important resource to effectively manage and maintain the City's sanitary sewer collection system.

To continue to strive a Fat, Oil, Grease (FOG) program that will assist in reducing FOG from entering the sanitary sewer collection system which will reduce unnecessary preventative maintenance. A FOG inspector was budgeted for in the 2019 budget with recruitment beginning late fall of 2019.

The City has augmented its portable by-pass pumping arsenal by acquiring an 8-inch pump that will aid dealing with storm water flooding conditions as well as IF large diameter sanitary sewers should happen to plug or fail again similar to September of 2019.

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

The City will continue to audit and implement our CMOM program as required by EPA and WDNR. The goal is to better manage and maintain the City's sanitary sewer infrastructure in the most economical fashion possible while providing a high quality of service and minimize infrastructure back-ups.



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.8

To approve the request by Department of Public Works to enter into a State-Municipal Agreement with the Wisconsin Department of Transportation for the reconstruction of the Larsen Street Bridge over Beaver Dam Creek. (June 10, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 4987 12 00_71 C Green Bay Larsen Road Bridge ORG 05-20



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL
BRIDGE PROJECT**

Program Name: Local Bridge

Sub-program #: 205

Cycle: 2020-2025

Date: JUNE 2, 2020

I.D.: 4987-12-00/71

Road Name: LARSEN ROAD

Bridge ID: P-05-0731

**Location: BEAVER DAM CREEK BRIDGE AND
APPROACHES**

Limits: LAMBEAU STREET – S TAYLOR STREET

County: BROWN

Project Length: 147 FT

Facility Owner: CITY OF GREEN BAY

Project Sponsor: CITY OF GREEN BAY

Construction scheduled for State Fiscal Year: 2024

The signatory, City of Green Bay, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway, street or local bridge improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT Performance-Based Practical Design policy. The funding for the project for both structure and approach is limited to:

- replacement or rehabilitation of the existing facility,
- or, meeting minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code,
- or, an approved justification based on engineering principles that exceed either Performance-Based Practical Design or the FDM.

The Municipality may elect to construct alternative designs but approved Local Bridge Improvement Assistance Program (s84.18(2)(e)) funding will be limited to a maximum of 80 percent of the cost of the minimum eligible scope of the project.

TABLE A

	Existing Facility – Current structure and condition	Proposed Improvement – Approved scope	Notes:
Type of facility	Bridge		
Bridge ID	P-05-0731		
Structure passes over	Beaver Dam Creek		
Clear bridge width	46 FT	46 FT	
Bridge length	37 FT	47 FT	
Total length of approach work		100 FT	
Number of spans	1	1	
Special safety issues	No		
Sidewalk	Yes	Yes	
Sidewalk along approach	No	Yes	
Bicycle / pedestrian improvements required		Yes	
Improvement type as indicated on project application		Replacement – existing alignment	
Acquisition of right-of-way		Yes	Minimal anticipated, less than 0.5 acre of fee and temporary limited easements.
Approach width and type	45 FT	58 FT wide, Concrete	
Approach shoulder width and type		Curb and Gutter	
Bridge rail		Yes	
Beam guard		Yes	

Non-participating work, additional notes:

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements:

A municipality may elect to design a bridge or elements that exceed the current Performance-Based Practical Design policy, or that exceed minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code, or are not justified as necessary based on current engineering principles. All costs for these features will be paid for 100% by the Municipality.

None identified.

The Municipality agrees to the following 2020-2025 Local Bridge Program project funding conditions:

Project Design costs are funded with up to 80% state/federal funding up to a funding limit of \$193,440. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$193,440 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Project Construction costs are funded with up to 80% state/federal funding up to a funding limit of \$791,920. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$791,920 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2024**. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2020-2025 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal/state participation, and actual costs will be used in the final division of cost for billing and reimbursement.

In no event shall federal or State funding exceed the estimate in the Summary of Costs table, unless such increase is approved in writing by the State through the State's Change Management policy prior to the Municipality incurring the increased costs.

Additional funds will not be approved for projects where increased costs are due to changes outside of the project scope that were identified in the original application or the most recent State Municipal Agreement (SMA) (whichever is most current). Exceptions to this policy will be allowed when the change is necessary based on safety, conformance with applicable minimum federal and state standards, projected traffic needs, or other factors as determined by WisDOT.

**TABLE B
SUMMARY OF COSTS**

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 4987-12-00					
Design	\$ 213,600	\$ 170,880	80%	\$ 42,720	20% + BAL
State Review	\$ 28,200	\$ 22,560	80%	\$ 5,640	20% + BAL
<i>Project total</i>	\$ 241,800	\$ 193,440		\$ 48,360	
ID 4987-12-71					
Participating Construction	\$ 854,500	\$ 683,600	80%	\$ 170,900	20% + BAL
Construction Engineering	\$ 119,800	\$ 95,840	80%	\$ 23,960	20% + BAL
Non-Participating Construction	\$ 0	\$ 0	0%	\$ 0	100%
State Review	\$ 15,600	\$ 12,480	80%	\$ 3,120	20% + BAL
<i>Project total</i>	\$ 989,900	\$ 791,920		\$ 197,980	
Total Est. Cost Distribution	\$ 1,231,700	\$ 985,360		\$ 246,340	
*Design ID 4987-12-00 federal/state funding is limited to \$ 193,440 .					
*Construction ID 4987-12-71 federal/state funding is limited to \$ 791,920 .					

This request is subject to the terms and conditions that follow (pages 4 – 9) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Green Bay (please sign in blue ink.)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink.)	
Name (print)	Title
Signature	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable federal and state laws, executive orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable federal or state laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.

- h. State statutes that govern the Local Bridge Program, including but not limited to Wis. Stat. 84.18.
- i. Bridge approaches funding policy. The Federal Highway Administration (FHWA) and Wis. Stat. 84.18(2)(e) limit bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
- j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2018-2022 Local Bridge Program. Federal/state financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. State review services.
5. State is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the project. The work will be administered by the State and may include items not eligible for federal/state participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2020-2025 Local Bridge Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.

- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards.
 - h. Real estate for the improvement.
 - i. Other 100% Municipality funded items: None identified
8. This line intentionally left blank.
9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
11. Work to be performed by the Municipality without federal/state funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing limits or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
- 15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2020-2025 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy*, unless it adopts a policy that has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
18. It is further agreed by the Municipality that:
- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
 - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the FHWA.
 - e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within

its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the FHWA, and that now such installations will be permitted to be erected or maintained in the future.

- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted Oversize and Overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
23. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

24. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

25. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

26. The Municipality agrees to the following 2020-2025 Local Bridge Program project funding conditions:

- a. **ID 4987-12-00:** Design is funded with 80% state/federal funding up to a funding limit of \$ 193,440, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$ 193,440 state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with state/federal funding and 20% by the Municipality.
- b. Real estate acquisition is 100% the responsibility of the Municipality.
- c. Any railroad items are 100% the responsibility of the Municipality.
- d. Utility items are 100% the responsibility of the Municipality.
- e. **ID 4987-12-71:** Construction
 - i. Costs for construction, engineering, and state review are funded with 80% state/federal funding up to a funding limit of \$791,920, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$791,920 state/federal funding limit.
 - ii. Non-participating costs for are funded 100% by the Municipality. Costs include construction delivery.



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.9

To approve the Intergovernmental Agreement between City of Green Bay and Village of Allouez for combined CIPP Liner contract, Sewers 4-20 Basin Repair. (June 10, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. VOA_GB_IGA_ DRAFT

INTERGOVERNMENTAL AGREEMENT FOR CIPP Lining St. Mary Boulevard Sanitary Sewer

THIS AGREEMENT is made and entered into as of the 15th day of June, 2020 pursuant to the authority of Section 66.0301(2), Wis. Stats., as an intergovernmental agreement by and between, the Village of Allouez (hereinafter "ALLOUEZ"), and the City of Green Bay (hereinafter "GREEN BAY"), both parties being municipal corporations organized under the laws of the State of Wisconsin, collectively hereinafter referred to as the PARTIES.

WITNESSETH

WHEREAS, the PARTIES are interested in creating a contractual relationship to perform the CIPP Lining of sanitary sewer on St. Mary Boulevard in ALLOUEZ as part of the Green Bay Sewers 4-20 Basin Repair contract;

NOW, in consideration of the mutual covenants and promises contained herein, the PARTIES covenant and agree as follows:

1. PROJECT RESPONSIBILITIES: Green Bay will be responsible to create the contract documents for the project. Allouez shall provide AutoCad drawings of their work for inclusion in the contract plan set. Green Bay will be responsible for advertising the project on Quest CDN, opening bids, making the award of contract, and contract administration throughout the life of the contract. Allouez will be responsible for inspecting the work on St. Marys Boulevard with the assistance of Green Bay personnel.
2. COSTS AND INVOICING: GREEN BAY shall be responsible for direct compensation to the contractor. GREEN BAY will invoice ALLOUEZ for reimbursement of actual contract costs for work completed in ALLOUEZ.
3. Insurance: ALLOUEZ shall maintain a comprehensive general liability policy in the amount of \$1,000,000 aggregate, including property damage and bodily injury, and it shall name GREEN BAY as an additional insured for and during such time as employees of GREEN BAY are engaged in contractual services associated with installation of CIPP liner in the sanitary sewer on St. Marys Boulevard in the ALLOUEZ and are otherwise performing work for ALLOUEZ as contemplated by this Agreement. Both PARTIES agree to maintain workers compensation insurance coverage and be responsible for any job-related injury occurring to employees performing work for their respective entity under this Agreement.

4. Indemnification. ALLOUEZ shall hold harmless, indemnify and defend GREEN BAY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of ALLOUEZ or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on GREEN BAY, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the other party, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the other party, its elected and appointed officials, officers, employees, agents, representatives and volunteers. This indemnity provision shall survive the termination of the Agreement.
5. Immunity: Notwithstanding any other portions of this agreement, nothing contained herein is intended to waive or estop the PARTIES or their insurers to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80 of the Wis. Stats. To the extent that indemnification is available and enforceable, the PARTIES or their insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
6. Scheduling of services: GREEN BAY will make all reasonable and deliberate efforts to perform under this Agreement but enters this Agreement with ALLOUEZ under the understanding that there are items outside the control of both parties. The work in ALLOUEZ will be scheduled to be completed before the contract work in GREEN BAY.
7. Term of Agreement: The term of this Agreement shall be for The life of the Sewers 4-20 Basin Repair contract.
8. Termination of Agreement: Either party may terminate this Agreement with or without cause upon a thirty (30) business day written notice to the other party.
9. Authorized Agents & Notice: The following authorized agents are designated as the representatives of the respective municipalities and such offices are authorized by this Agreement to administer the provisions

hereof, including entering into agreements concerning schedules as provided in this Agreement. All required notices under the terms of the Agreement shall be deemed delivered as of the postmark date, postage prepaid to:

VILLAGE OF ALLOUEZ

Director of Public Works
Village of Allouez
1900 Libal Street
Green Bay, WI 54301
(920) 448-2802

CITY OF GREEN BAY

Director OF Public Works
Green Bay City Hall
100 N. Jefferson Street
Green Bay, WI 54301
(920) 448-3100

10. Miscellaneous:

(a) Entire Agreement: This Agreement supersedes any and all agreements previously made between the PARTIES relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by an instrument in writing duly executed by all PARTIES.

(b) Assignment: It is expressly understood that the parties may not assign any rights or obligations hereunder without the prior written consent of the other party.

(c) Law Governing: This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Wisconsin.

(d) Severability: If any provisions of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

(e) Amendments: Any amendments to this Agreement shall be agreed upon by both PARTIES in writing.

IN WITNESS WHEREOF, the PARTIES hereby set their hands and seals
as of the date first written above.

VILLAGE OF ALLOUEZ

Brad Lange, Administrator

Debbie Baenen, Clerk-Treasurer

CITY OF GREEN BAY

Eric Genrich, Mayor

Kris Teske, Clerk



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.10

To receive and place on file the report of actions taken by Department of Public Works

A. Granting of Licenses

I. Sidewalk Builder

- a. Absolute Concrete LLC
- b. Ramco Construction Services LLC

2. Tree & Brush Trimmer license to A to Z Tree Service LLC.

3. Underground Sprinkler System license to Fox Valley Irrigation, Inc.
(June 10, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.I I

To approve General Ordinance No. 19-20, an ordinance creating section 9.17, Green Bay Municipal Code, relating to responsible bidder criteria. (June 24, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 19-20 - Create 9.17 Responsible Bidder Criteria

GENERAL ORDINANCE NO. 19-20

**AN ORDINANCE
CREATING SECTION 9.17,
GREEN BAY MUNICIPAL CODE,
RELATING TO RESPONSIBLE BIDDER CRITERIA**

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

SECTION 1. Section 9.17, Green Bay Municipal Code, is hereby created to read:

Sec. 9.17. Responsible Bidder Criteria

- (1) *Purpose.* Pursuant to Wis. Stat. §§ 66.0901 and 62.15, all public works contracts, including any contract for the construction, execution, repair, remodeling, or improvement of any public work or building, or for the furnishing of supplies or material of any kind, where the estimated cost of such work will exceed \$25,000, shall be let by contract to the lowest responsible bidder. What constitutes a “responsible bidder” is a determination that requires the exercise of discretion by the City and its departments, officials, and/or employees under reasonably consistent responsible bidder criteria, as provided in this ordinance.
- (2) *Definitions.*
 - (a) *Contractor.* A person, corporation, partnership, or any other business entity that performs work on a public works contract as a general contractor, prime contractor, or subcontractor at any tier.
 - (b) *Class A Registered Apprenticeship Program.* An apprenticeship program that is currently registered with either a State or federal governmental entity and that has a graduated apprentices to journeyman job classification system process as well as a bona fide training program.
 - (c) *Public Works Contract.* Any contract for the construction, execution, repair, remodeling, or improvement of any public work or building, or for the furnishing of supplies or material of any kind, where the estimated cost of such work will exceed \$25,000.
- (3) *Responsible Bidder Criteria.* In order to be considered a responsible bidder by the City for purposes of being awarded a public works contract, all of the following criteria must be met:
 - (a) The contractor must maintain a permanent place of business.

- (b) The contractor must be authorized to do business in the State of Wisconsin.
- (c) The contractor and any agent, partner, employee, and/or officer of the contractor must not be debarred, suspended, proposed for debarment, or declared ineligible from contracting with any unit of federal, state, or local government.
- (d) The contractor must be in compliance with the provisions of Section 2000e of Chapter 21, Title 42 of the United States Code, and Federal Executive Order No. 11246, as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).
- (e) The contractor must have adequate and appropriate:
 - 1. General liability insurance;
 - 2. Automobile insurance, except when a licensed motor vehicle is not used in the performance of the contract; and
 - 3. Workers' compensation and unemployment insurance, except when the contractor does not have employees.
- (f) For all projects undertaken within the past five (5) years in any jurisdiction in which state or federal prevailing wage laws apply, the contractor must have complied with all provisions of such laws. This provision is intended to include projects that are federally funded or otherwise subject to federal Davis-Bacon-related laws.
- (g) If determined to be appropriate in the discretion of the Director of the Department of Public Works at the time a Request for Bids or Request for Quotes is issued where the public works contract exceeds two million dollars, the contractor must participate in a Class A Registered Apprenticeship Program.
- (h) The contractor must have a written substance abuse prevention program that meets the requirements of Wis. Stat. § 103.503.
- (i) The contractor must have, and diligently maintain, a written safety program.
- (j) The employees who will perform work on the project for the contractor must be properly classified as employees or independent contractors under all applicable laws.
- (k) If the contractor has been the subject of any order or judgment from any state or federal agency or court concerning an employment practice, the contractor must provide copies of the investigation, order, or judgment for the City to

consider as a factor in determining whether the contractor is a responsible bidder. The contractor may be disqualified for failing to provide the required documentation.

- (l) The contractor's employees who will perform work on the project must be covered under a current worker's compensation policy and must be properly classified under such policy.
 - (m) The contractor must be in compliance with all laws regarding health insurance coverage for employees.
 - (n) The contractor must possess all applicable professional and trade licenses required for performing the public works contract.
 - (o) The contractor must have adequate financial resources to complete the public works contract, and to complete all other work the bidder is presently under contract to complete.
 - (p) The contractor must be bondable for the terms of the proposed public works contract.
- (4) *No restriction on discretion.* If information is discovered or comes into the possession of the City or a City department, official, and/or employee responsible for awarding the public works contract, and if such information calls into question the contractor's abilities or competence to faithfully and responsibly comply with the terms of a public works contract, and such information is considered to be both credible and verifiable, then that information shall be considered in determining whether the contractor is a responsible bidder.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

ljm

6/29/2020

DRAFT



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.12

To approve the report of the Purchasing Manager:

A. To purchase two (2) Utility Vehicles for \$117,326.00 from Bobcat Plus Inc., the lowest responsive, responsible vendor.

B. To purchase two (2) Refuse Trucks for \$529,875.94 from R.N.O.W., Inc., the lowest responsive, responsible vendor.

C. To purchase one (1) Tandem Axle Plow Truck for \$205,796.00 from Packer City International, the lowest responsive, responsible vendor.

D. To purchase two (2) 1-Ton Dump Body, Tailgate Spreader, & V-Plow from Olson Trailer & Body, the lowest responsive, responsible vendor.
(June 24, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 6-24-2020 IS Agenda Report-Refuse TrucksToolCat and
2. RFQ #3259 quote summary
3. RFQ #3254 quote summary
4. RFQ #3257 quote summary
5. RFQ #3258 quote summary



CITY OF GREEN BAY - PURCHASING DIVISION

TO: I & S Committee
FR: Calvin Winters, Procurement Manager
DT: June 17, 2020
RE: Purchasing Report
Cc: Steve Grenier, Jamie Destiche

Report of the Purchasing Manager:

1. Request approval to purchase two (2) Utility Vehicles for \$117,326.00 from Bobcat Plus Inc. the lowest responsive, responsible vendor.
2. Request approval to purchase two (2) Refuse Trucks for \$529,875.94 from R.N.O.W., Inc. the lowest responsive, responsible vendor.
3. Request approval to purchase one (1) Tandem Axle Plow Truck for \$205,796 from Packer City International, the lowest responsive, responsible vendor.
4. Request approval to purchase two (2) 1-Ton Dump Body, Tailgate Spreader, & V-Plow from Olson Trailer & Body, the lowest responsive, responsible vendor

CITY OF GREEN BAY QUOTATION SUMMARY

RFQ #3259

Rubber Tired Utility Vehicles

DEPT: DPW/Ops			REQ #105		VENDOR #1		VENDOR #2		VENDOR #3	
DS Planholders: 15 Vendors			CC#020		BOBCAT PLUS INC		QUALITY EQUIPMENT INC		VERTI-GRATED SOLUTIONS	
ISSUED: 5/8/2020			DUE: 6/10/2020		De Pere, WI		Woodruff, WI		Beaver Dam, WI	
QTY	UNIT	DESCRIPTION	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
		Year/Brand/Model quoted:	2020 Bobcat 5600		Bobcat 5600		2020 Bobcat 5600 M21221			
1	EA	Current model and production year full time four (4) wheel drive, four (4) wheel steer, rubber tired utility vehicles. Bobcat 5600, or equal with <u>Optional Mower Deck, Snow Blower and Spreader.</u>	\$ 62,994.00	\$ 62,994.00	\$ 67,659.00	\$ 67,659.00	\$ 97,724.00	\$ 97,724.00		
1		Current model and production year full time four (4) wheel drive, four (4) wheel steer, rubber tired utility vehicles. Bobcat 5600, or equal with <u>Optional Mower Deck.</u>	\$ 54,332.00	\$ 54,332.00	N/A		\$ 79,820.00	\$ 79,820.00		
		SUBTOTAL:		\$ 117,326.00		N/A		\$ 177,544.00		
		<u>Minus</u> Early discount 5% for 2-units purchase:	N/A			N/A		\$ 8,877.20		
		TOTAL:		\$ 117,326.00	Only quoted one configuration	\$ 67,659.00		\$ 168,666.80		
LEAD TIME:			-		-		Dependent on award date & Covid-19 impact. 6-8 Weeks			
PAYMENT TERMS: NET 30			Net 30		Net 30		-			
COMPANY ACCEPTS P-CARD PAYMENTS:			No		-		Yes			

Recommendation: Award to the lowest responsive, responsible vendor Bobcat Plus Inc. for \$117,326.00.

CITY OF GREEN BAY QUOTATION SUMMARY**RFQ #3254****Refuse Trucks**

DEPT: DPW/Ops		REQ #104	VENDOR #1		VENDOR #2		VENDOR #3	
CC# 072-065			R.N.O.W., Inc.		Envirotech Equipment		JWR Inc.	
ISSUED: 4/24/2020			DUE: 5/13/2020		West Allis, WI		Lannon, WI	
Johnson Creek, WI								
QTY	DESCRIPTION		UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
2	PRICE FOR COMPLETE UNIT- BODY AND CHASSIS FULLY ASSEMBLED F.O.B. DELIVERED TO THE CITY OF GREEN BAY:		\$ 264,937.97	\$ 529,875.94	\$ 270,859.00	\$ 541,718.00	\$ 271,117.00	\$ 542,234.00
YEAR/BRAND/MODEL CHASSIS QUOTED:			2020/2021 Autocar ACX64		2021 Peterbilt/520		2021 Autocar ACX64	
YEAR/BRAND/MODEL BODY QUOTED:			2020 Loadmaster Eclipse		2021 Newway 33yd Sidewinder ASL		2021 Curblender 27YD Hammer Pak	
TOTAL:				\$ 529,875.94		\$ 541,718.00		\$ 542,234.00
LEAD TIME:			210-240 Days ARO		210-240 Days		35-40 Weeks	
PAYMENT TERMS: NET 30 EARLY PAYMENT DISCOUNT:			Net 30		\$4,720 Discount on Pertbilt Chasis if paid when del to Newway		N/A	
COMPANY ACCEPTS P-CARD PAYMENTS:			No		No		No	

Recommendation: Award to the lowest responsive, responsible vendor R.N.O.W. Inc. for \$529,875.94.

CITY OF GREEN BAY QUOTE SUMMARY

RFQ #3257 - Tandem Axle Plow Truck

Dept: DPW/Ops	Req #	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #2	VENDOR #2	VENDOR #4	VENDOR #4
DS Planholders: 5 Vendors		PACKER CITY INTERNATIONAL	TRUCK COUNTRY	QUALITY TRUCK CARE CENTER	TRUCK COUNTRY	TRUCK COUNTRY	JX ENTERPRISES	JX ENTERPRISES
Issued: 5/14/20	Due: 6/1/20	Green Bay	Milwaukee	De Pere	Milwaukee	Milwaukee	De Pere	De Pere
DESCRIPTION								
YEAR/BRAND/MODEL CHASSIS:		2021 International HV 607 SBA	2021 Freightliner 11450	2021 Western Star 4700SB	2021 Western Star 4700	2021 Freightliner 11450	2021 Peterbilt 348	2021 Peterbilt 348
PRICE FOR CHASSIS:		\$ 95,000.00	\$ 99,000.00	\$ 99,979.00	\$ 105,000.00	\$ 99,000.00	\$ 110,500.00	\$ 112,500.00
CHASSIS WARRANTY:		As requested	2 Years	See attached	2 Years	2 Years	1 year	1 Year
YEAR/BRAND/MODEL DUMP BODY:		2021 Crysteel Select	2021 Crysteel Select	2021 Crysteel Select	2021 Crysteel Select	2020 Duraclass HPT316	2021 Crysteel Select	2020 Henderson Mark E 201 SS
PRICE FOR DUMP BODY:		\$ 70,892.00	\$ 70,892.00	\$ 70,892.00	\$ 70,892.00	\$ 77,748.00	\$ 70,892.00	\$ 80,287.00
DUMP BODY WARRANTY:		5 Years	5 Years	5 Years	5 Years	3-Years @ 100% 2-Years @ 50%	5 Years	1-Year Dump Body 2-Year Hoist Cylinder
YEAR/BRAND/MODEL PLOW/WING		2021 Monroe Poly Plow/Wing	2021 Monroe Poly Plow/Wing	2021 Monroe Poly Plow/Wing	2021 Monroe Poly Plow/Wing	2020 Wausau HSP4511/PWP10RHTE	2021 Monroe Poly Plow/Wing	2020 Hendersen RSP 11 Trip Edge Plow 2020 Henderson HWS 10 Smart Link Wing
PRICE FOR PLOW/WING		\$ 30,071.00	\$ 30,071.00	\$ 30,071.00	\$ 30,071.00	\$ 30,952.00	\$ 30,071.00	\$ 27,006.00
PLOW/WING WARRANTY:		2 Years	2 Years	2 Years	2 Years	1 Year	2 Years	1 Year
YEAR/BRAND/MODEL TARP ASSEMBLY:		2021 Aero 550	2021 Aero 550	2021 Aero 550	2021 Aero 550	2020 Aero Easycover ECK550UHV7	2021 Aero 550	2020 Roll Rite Tarp Assembly TM400
PRICE FOR TARP ASSEMBLY:		\$ 3,123.00	\$ 3,123.00	\$ 3,123.00	\$ 3,123.00	\$ 4,214.00	\$ 3,123.00	\$ 3,340.00
TARP ASSEMBLY WARRANTY:		3-Years Motor, 1-Year remaining components	3-Years Motor, 1-Year remaining components	3-Years Motor, 1-Year remaining components	3-Years Motor, 1-Year remaining components	1 Year	3-Years Motor, 1-Year remaining components	1 Year
OPTIONAL PTO, AIR BAG, MUD FLAPS, AND BRAKE UPGRADE		\$ 6,710.00	\$3140.00 (Brakes Only)	\$ 4,684.00	\$ 6,188.00	\$ 4,506.00	\$ 4,028.00	\$ 539.00
TOTAL COST:		\$ 205,796.00	\$ 206,226.00	\$ 208,749.00	\$ 215,274.00	\$ 216,420.00	\$ 218,614.00	\$ 223,672.00
LEAD TIME FOR DELIVERY:		90-120 days after chassis & equipment arrival	90-120 days after equipment arrival	90-120 Days after chassis & equipment arrival	90-120 days after equipment arrival	60-90 Days after receipt of chassis-hydraulics/body	90-120 Days after chassis & equipment arrival	230 Days
PAYMENT TERMS NET 30								
EARLY PAYMENT DISCOUNT OFFERED:		Net 30	Net 30	Net 30	Net 30	Net 30	Details in compliance notes	Details in compliance notes

Recommendation: Award to the lowest responsive, responsible vendor

CITY OF GREEN BAY QUOTE SUMMARY

RFQ #3258

1-Ton Dump Body, Tailgate Spreader, & V-Plow

Dept: DPW/Ops	Req #	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4
DS Planholders: 4	CC #765	OLSON TRAILER & BODY	MONROE TRUCK EQUIPMENT	CASPER'S TRUCK EQUIPMENT	TRUCK EQUIPMENT INC
Issued: 5/15/20	Due: 6/1/20	Green Bay	De Pere	Appleton	Green Bay
DESCRIPTION					
YEAR/BRAND/MODEL BODY/SPREADER:		2020 Dyra Class SDYB Yard Bird 2020 Swenson SAGS 6"	2020 Monroe MTEZEE Body MS966 Spreader	2020 Henderson Mark III 2020 Henderson TGS06	2020 Galion Goodwin 133USD-9 2020 Swenson SAGS 2020 Western MVP3 10'6" Plow
PRICE FOR BODY:	\$	24,934.00	\$ 25,509.00	\$ 31,184.00	\$ 33,535.00
PRICE FOR SPREADER:	\$	4,994.00	\$ 5,500.00	\$ 5,440.00	\$ 5,560.00
PRICE FOR V-PLOW:	\$	7,036.00	\$ 7,916.00	\$ 8,063.00	\$ 10,025.00
	\$	36,964.00	\$ 38,925.00	\$ 44,687.00	\$ 49,120.00
Warranty:		Full 4-Year Parts & Labor	6-Years on Body remaining have 2 years	1-Year on Hendersons 2 Winters on Western	1-Year Body 2-Year hoist
Lead Time:		90 Day Delivery, 30 Install per unit	45 Days after receipt of chassis & equipment	38 Weeks	200-225 Days ARO
Payment Terms Net 30 Early Payment Discount:		Net 30	Net 30	Net 30	Net 30

Recommendation: Award to the lowest responsive, responsible vendor



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.13

To receive and place on file the following contract:

A. SEWERS 4-20 BASIN REPAIR - no bids were received.

To approve the award of the following contract:

B. SIDEWALKS 2020 to the low responsive bidder, Al Dix Concrete, Inc., in the amount of \$242,240.
(June 24, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public SEWERS 4-20 BASIN REPAIR
2. Bid Summary - Public SIDEWALKS 2020

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 4-20 BASIN REPAIR

Tuesday, June 23, 2020

Contractor	Bid	Bid Bond
No Bids Received		
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SIDEWALKS 2020

Tuesday, June 23, 2020

Contractor	Bid	Bid Bond
AL DIX CONCRETE, INC.	\$242,240	5%
MARTELL CONSTRUCTION	\$243,575	5%
Any questions, call 920-448-3100		



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.14

To approve the request by Department of Public Works to award construction contract SOUTH BAY SHORE DIKE REINFORCEMENT at a staff level and report the award at the next regular meeting of the Improvement and Services Committee. (June 24, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # L.15

To receive and place on file the report of actions taken by Department of Public Works

A. Granting of Licenses

I. Sidewalk Builder

- a. Delrar, Inc.
- b. Douglas J. Maurer Concrete LLC
- c. Evraets Concrete Const. LLC
- d. N & L Concrete Const. LLP
- e. N.E.W. Concrete
- f. SMA Construction Services

2. Tree & Brush Trimmer for S & D Tree Service.
(June 24, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.I

To approve an application for a "Class B" Combination license for Tristas Lunchbox LLC at 1542 University with a licensed premises as "MAIN FLR, BAR, COOLERS, POOL ROOM, BACK OFFICE, TIKI BAR W/IN OUTDOOR PATIO, OUTDOOR PATIO," with the approval of the proper authorities (Previously licensed as Alisa Marie, LLC). (June 8, 2020)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. insidepics1542university
2. 1542university_patio
3. 1542university_ORGAPP



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.2

To approve a renewal application for a "Class B" Combination license for Tristas Lunchbox LLC at 1542 University, pending the approval of the original application at the June 2 Common Council meeting and with the approval of the proper authorities. (June 8, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1542university_renewal



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.3

To approve as amended a change of agent at Wisconsin Apple, LLC at 2420 E. Mason St. for the 2019-2020 license year. (June 8, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2420emason



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.4

To approve a 2020-2021 renewal application for a "Class B" Combination license for K Burkel, Inc. at 1007 Tony Canadeo Run with a change in the licensed description to "parking lot patio bar basement coolers" and with the approval of the proper authorities. (June 8, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1007 TONY CANADEO RUN
2. 1007tonycanadeorun



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.5

To approve a 2020-2021 renewal application for a "Class A" Liquor & Class "A" Beer license for Tikapur Petroleum at 2115 Main St. with a change of agent and with the approval of the proper authorities. (June 8, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2115maincoa
2. Green Bay Liquor License _2115main



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.6

To approve a change of agent for TNT Holdings, Inc. at 2511 W. Mason St. for the 2019-2020 license year. (June 8, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. 2511WMASON



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.7

To approve a 2020-2021 renewal application for a "Class B" Combination license for TNT Holdings, LLC at 2511 W. Mason St., pending the change of agent at the June 29 Common Council meeting and with the approval of the proper authorities. (June 8, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2511wmasonrenewal



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.8

To approve the renewal applications for various liquor and/or beer licenses for the 2020-2021 license year, with approval of the proper authorities (see attached). (June 8, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. liquorlicensesjune8

LIQUOR AND/OR FERMENTED MALT BEVERAGE AND/OR WINE APPLICATIONS
The following applications have been received by the City Clerk of the City of Green Bay for licenses to sell liquor and/or fermented malt beverages and/or wine under various permits for the 2020-2021 License Year:

“Class B” Combination License

Ricci Bosley
Pepper
at 114 S. Broadway

Trel, LLC
East Town Pub
at 2266 Main St.

Randy Trembl
Brewski’s On Broadway
at 1100 S Broadway

Timsans, Inc.
Timsans Japanese Steak House
at 1654 E. Mason

Copper State Brewing Co
Copper State Brewing Co.
at 313 Dousman St.

Ramis River Run, LLC
Ramis River Run
at 324 N. Roosevelt

Eat Invest GP, LLC
Julie’s Café
at 1685 Main St.

Alejandro Gonzalez-Rico
Las Brisas
at 1906 University

Class “A” Beer

Terry’s EZ Go, Inc.
Terry’s EZ Go
at 401 Mather St.

Class “A” Beer & “Class A” Cider

Van Zeeland Oil Co, Inc.
Military Cenex
at 601 N. Military Ave.

Class “A” Beer & “Class A” Liquor

Ultimate Mart, LLC
Pick N’ Save #8186
at 1819 Main St.

Class “B” Beer

Juan Cuirel
Taco Burrito Mexico
at 108 N. Oakland



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.9

To approve a 2020-2021 renewal application for a Class "A" Beer license for Isaias Alvarez at 2030 E. Mason St. Suite B with a change in licensed description to "Sold out of Beer Cooler, Overstock is stored in walk-in cooler in backroom," with the approval of the proper authorities. (June 8, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Change in License Premises_2030Emason

Change in License Premises:

Isasis I Alvarez
La Guadalupana #2
2030 E. Mason St. Suite B:

2019-2020 License Description: GROCERY STORE ONLY AND STORED IN BEER COOLER

2020-2021 License Description: Sold out of Beer Cooler, Overstock is stored in walk-in cooler in backroom.



Report to the
Ad Hoc Committee on Elections
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.10

To receive and place on file request by Ald. Scannell to appeal to the state to move the election from the first Tuesday of a month to the first Saturday, referred from the Ad Hoc Committee on Elections. (June 8, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.11

To receive and place on file a request by Ald. Kathy Lefebvre to have staff gather and report all businesses in Green Bay that have class A, class B (beer), class B (liquor) and class B combination license. This should include type of business (restaurant, bar, grocery store, gas station, liquor store), name of business and addresses. A map of the locations would be helpful. Report back in July to give staff time to compile the report. (June 8, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. P&Prequest



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.12

To receive and place on file the Liquor Violation Report for June 8, 2020. (June 8, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 20LiqVio
2. Report June 8 2020



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.13

To approve a 2019-2020 application for a Class "A" Beer license and "Class A" liquor (cider only) by Diana Hernandez Hernandez at 741 Abrams St. Suite 6 with a licensed premises description as "one story sales floor, beer coolers, storage room," with the approval of the proper authorities. (June 22, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. application_741AbramsSt



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.14

To approve a 2020-2021 renewal application for a Class "A" Beer license and "Class A" liquor (cider only) by Diana Hernandez Hernandez at 741 Abrams St. Suite 6, pending the approval of the original application at the June 29 Common Council meeting and with the approval of the proper authorities. (June 22, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. RENEWAL FORM



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.15

To approve a 2019-2020 application for a "Class B" Combination license by Tux 2, Inc. at 1313 S. Broadway with a licensed premise description as "BAR, BACKROOM," with approval of the proper authorities. (June 22, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. application
2. floor plan
3. security plan
4. 1313sbroadwayrevised page 1



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.16

To approve a 2020-2021 renewal application for a "Class B" Combination license by Tux 2, Inc. at 1313 S. Broadway, pending the approval of the original application at the June 29 Common Council Meeting, with the approval of the proper authorities. (June 22, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1313sbroadway_renewal
2. nopatioat1313sbroadwayconfirmation



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.17

To approve a "Class A" Liquor and Class "A" Beer license for Belgium LLC at 2600 Niagara Tr for the 2020-2021 license year with a licensed description as "gas station, beverages stored in coolers and on the shelf," with the approval of the proper authorities. (June 22, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2600niagaratr



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.18

To waive the ordinance requirements for an outdoor licensed premise and approve a recommend waiving the ordinance requiring regarding height and impervious approve an available "Class B" Combination license for the 2020-2021 license year for Off the Rails, LLC at 200 Dousman St. with a premises description as "1st Floor-Main Level Bar, Outdoor Canopy Bar, Locked Liquor Storage Room In Kitchen; Second Floor-Main Bar Area, Large Walk In Beer Cooler Behind Bar Area, Records Kept in Owner's Office on Second Floor," with the approval of the proper authorities. (June 22, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Lease
2. Outdoor Dining and Bar Area
3. Responsible Beverage Cert
4. Security Plan
5. WI Drivers Lisc
6. Application_0001
7. Application_0002
8. Auxiliary Questionnaire
9. Floor Plan
10. Intent



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.19

To approve a 2020-2021 renewal application for a "Class B" Combination License for Baebe Zuege, LLC at 1570 Elizabeth St. with a change in the licensed premises description to "kitchen area, store room, bar room, office," with the approval of the proper authorities. (June 22, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1570ELIZABETH ST

2019-2020 License Description: STOCK ROOM IN BACK, SERVE IN BAR AREA

2020-2021 License Description: KITCHEN AREA, STORE ROOM, BAR ROOM, OFFICE



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.20

Consideration with possible action on a 2020-2021 renewal application for a "Class B" Combination License by Jamrock GB, LLC at 700 Bodart St. with a change in licensed description to "MAIN BAR AREA, STORE RM, 2 BATHRMS, FULL BASEMENT, BEHIND BAR, STORE RM, BASEMENT COOLERS." (June 22, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. JUN322BASEMENT

2019-2020 LICENSE YEAR: ONE MAIN ROOM, 2 BATHROOMS IN BACK, BASEMENT

2020-2021 LICENSE YEAR: MAIN BAR AREA, STORE RM, 2 BATHRMS, FULL BASEMENT, BEHIND
BAR, STORE RM, BASEMENT COOLERS



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.21

To approve a 2020-2021 "Class B" Combination License renewal for Phat Headz II at 420 N. Clay St. with a change in license description to "ALCOHOL WILL BE SOLD AND STORED IN THE MAIN BAR AREA. ADDITIONAL INVENTORY IS HELD IN A LOCKED STORAGE ROOM ON THE NORTHEAST SIDE OF THE BUILDING," with the approval of the proper authorities. (June 22, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 420NCLAY

2019-2020 License Description: 1STORY BDG. SOLD IN MAIN BAR, BEV STORED MAIN BAR, SHELVING IN LOCKED OFF, WALK-IN COOLER

2020-2021 License Description: ALCOHOL WILL BE SOLD AND STORED IN THE MAIN BAR AREA. ADDITIONAL INVENTORY IS HELD IN A LOCKED STORAGE ROOM ON THE NORTHEAST SIDE OF THE BUILDING.



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.22

To approve the renewal applications for various liquor and/or beer licenses for the 2020-2021 license year with approval of the proper authorities (see attached). (June 22, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. june22

LIQUOR AND/OR FERMENTED MALT BEVERAGE AND/OR WINE APPLICATIONS

The following applications have been received by the City Clerk of the City of Green Bay for licenses to sell liquor and/or fermented malt beverages and/or wine under various permits for the 2020-2021 License Year:

“Class B” Combination License

El Pastorcito Mexican Restaurant LLC
at 741 Abrams St. Suite 4

The Booyah Shed, LLC
at 1800 S. Ashland

Quilts and Beers, LLC
at 500 N. Baird

Jam-Rock GB, LLC
at 700 Bodart St.

Amphora Wine Bar, LLC
at 131 N Broadway

Gather on Broadway
at 139 N. Broadway

Big Mitch, LLC
at 226 S. Broadway

Phat Headz II, LLC
at 420 N. Clay St.

Baeb Zuege, LLC
at 1570 Elizabeth St.

Highland Howie's, Inc.
at 3605 Humboldt Rd.

Everardo Curiel
at 1905 N. Irwin Ave.

Pablo's Mexican Grill House, LLC
at 850 Kepler Dr. Suite C

Renard And Tisler Enterprises, Inc.
at 616 Lime Kiln

Taqueria Michoacan & Bar, LLC
at 1207 E. Mason
El Azteca
at 2469 W. Mason St.

Creamery Café, LLC
at 114 Pine St.

Aardvark Wine Lounge, LLC
at 304 Pine St.

MO-J Willis, Inc.
at 2035 University Ave.

Nehvert Ventures, LLC
at 2105 University

Everytime I Dine, LLC
at 209 N. Washington St.

Washington Street Pub, LLC
at 223 N. Washington

“Class A” Liquor and Class “A” Beer

Traveling Chef, LLC
at 335 N. Broadway

Everardo Curiel
917 Stuart St.
at 240 S. Webster

Class “A” Beer

Mi Tierra Food Market
at 1333 Cedar St.

Antonio Soto
1615 University
at 1209 E. Mason

Class “B” Beer

Laborel, Inc.
Golden Basket
at 1350 S Military Ave.



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

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # M.23

To receive and place on file the Liquor Violation Report for June 22, 2020. (June 22, 2020).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report June 22 2020
2. 19LiqVio
3. 20LiqVio

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

June 29, 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

Alvarez, Wendy Mae
Blohowiak, Adam J
Brooks, Marissa R
Buford, Evelyn J
Burkart, Tina M
Clancy, Thomas P
Cronin, Madeline
Deterville, Sierrah A
Douglas, Renee L
Hemb, Marsha L
Lemieux, Jayla R
Micolichesk, Chad ML
Mosher, James R
Nooyen, Susan R
Sherman, Renell V
Srnka, Danae L
Tust, Bennett D



Report to the Green Bay Plan Commission

MEETING DATE

June 29, 2020

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # O.1

To receive and place on file a request from Ald. Mark Steuer to look at the feasibility, and various site locations, of a virtual drive-in theatre/performing arts venue, as is being done in numerous other locations.

BACKGROUND

Report: The uses indicated in Ald. Mark Steuer's request are possible under current code as either a temporary or permanent land use. Currently under Chapter 13-522, a temporary use and/or structure would be permitted up to 15 days in any one year with the approval of a site plan. The planning staff, in light of the implications of COVID-19, is considering an amendment to Chapter 13-522 to potentially expand the temporary use time period to 90 days with additional development standards.

If the use is intended as a permanent land use, a site plan would have to be filed for compliance; however, uses are dependent on zoning, access, needed infrastructure, etc. Site location availability is based on the property owner and appropriate zoning. Publicly owned parcels/rights-of-way are also a possibility with proper committee approval and compliant zoning.

RECOMMENDATION

Receive & Place on file.

FISCAL IMPACT

ATTACHMENTS

None



Report to the Green Bay Plan Commission

MEETING DATE

June 29, 2020

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # O.2

To rezone 1341 Brosig Street from General Commercial (C1) to Varied Density Residential (R3). (Public hearing held 06/22/20)

BACKGROUND

Primary Address: 1341 Brosig Street

Reason for Request: To facilitate the construction of multi-family units.

Aldersperson/District: Ald. Lynn Gerlach/District 3

Surrounding Zoning and Land Uses:

SUBJECT PROPERTY: General Commercial (C1) - vacant.

NORTH: General Commercial (C1) - Retail

SOUTH: Wisconsin Central Railroad

EAST: Varied Density Residential (R3) - Multiple-family uses

WEST: Main Street

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as Medium/High Density Residential land use.

Report: The subject property is located along the frontage road to Main Street, just at the end of a small commercial area that is adjacent to multi-family units. The current property is vacant and is served at the end of the Brosig Street cul-de-sac. An existing private drive off of Brosig Street crosses the site to provide access for apartment units to the southeast. An identical request was made in from 2016, under ZP 16-49 which was recommended for approval by the Plan Commission; however, was denied by the Common Council.

The proposed rezoning would allow for the construction of two (2), 16-unit buildings with detached garages. The total area of the request includes one tax parcel approximately 3.57 acres or 155,331 sq. ft. in size. Immediately south is the Wisconsin Central Railroad, further south the parcels are zoned General Industrial (GI) and is the location of Smitty's salvage yard. Like multi-family units are located on the adjacent parcel to the east.

Approval of the request will allow for the redevelopment of a vacant in-fill lot consistent with the City's Comprehensive Plan. Ald. L. Gerlach and adjacent property owners within 400 ft. have been notified of the request. As of the drafting of this report, staff has received no inquiries.

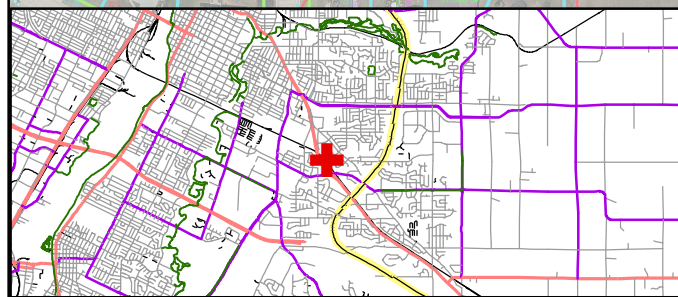
RECOMMENDATION

Staff is recommending approval of the request.

FISCAL IMPACT

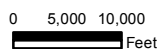
ATTACHMENTS

1. ZP 20-17 letter
2. Site Plan

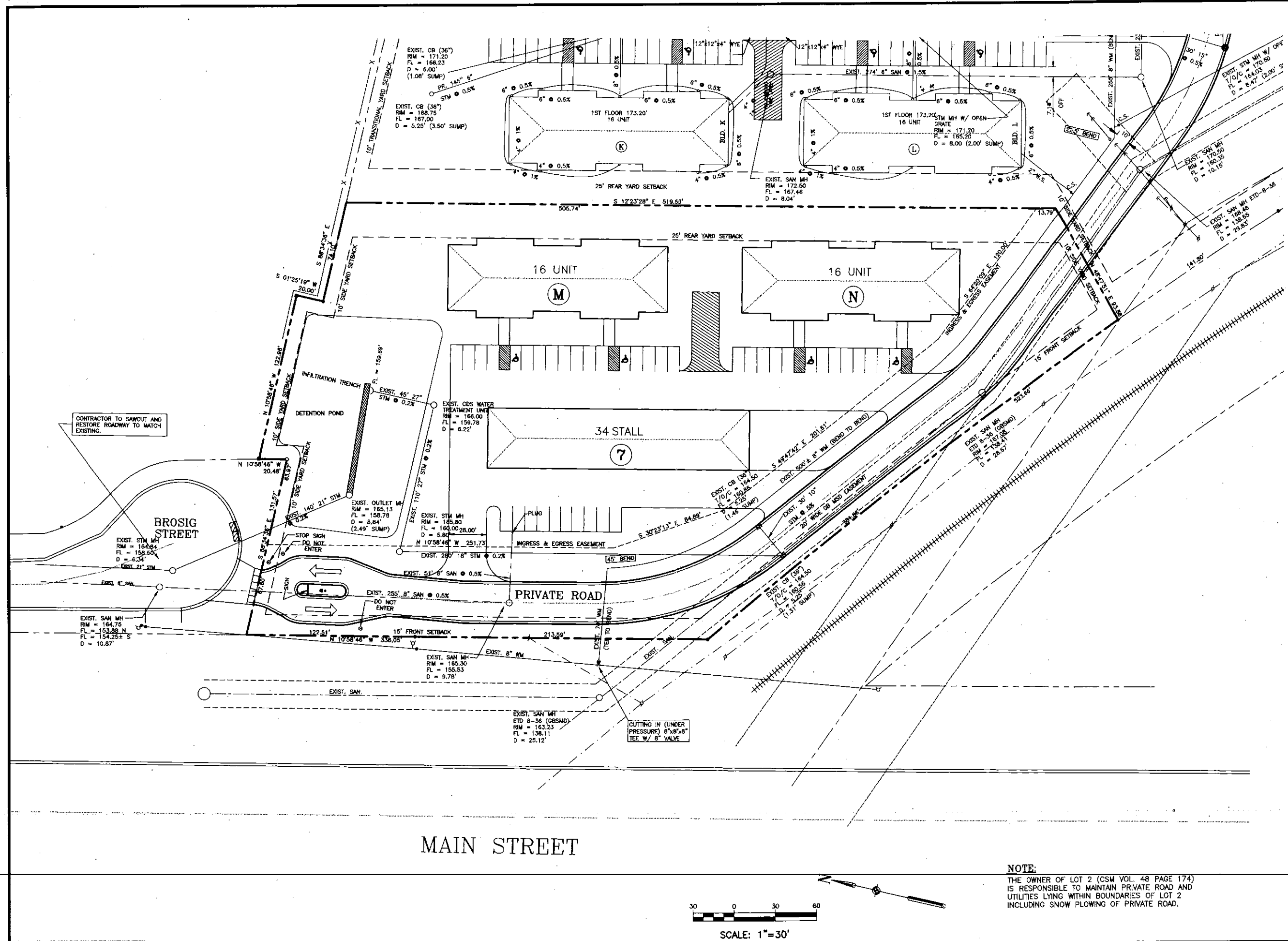


Zoning Petition (ZP 20-17)
Proposed Rezoning
1341 Brosig Street

-  Subject Area
-  400' Property Owner Notice



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



RELEASE DATE: BY:	
Project Review	
1/9/04	
DATE:	BY:
DESCRIPTION	
REVISIONS	
MR. JAMES HEYRMAN PAGE BELLEVUE II, LLC C/O PAGE NATIONAL, INC. 11721 WEST CARMEN AVENUE MILWAUKEE, WI 53226	
MMA, INC. 2304 Bal-Are Court Green Bay, WI 54304-6017 Phone: 920/592-9806 Fax: 920/592-9813	
CONSULTING ENGINEERS	
SITE PLAN	
EAST PARK ESTATES COMMERCIAL DEVELOPMENT CITY OF GREEN BAY, WI	
DRAWN BY: SM	
DATE: 11/2/16	
SCALE: 1" = 30'	
DRAWING NO. 1	

NOTE:
THE OWNER OF LOT 2 (CSM VOL. 48 PAGE 174)
IS RESPONSIBLE TO MAINTAIN PRIVATE ROAD AND
UTILITIES LYING WITHIN BOUNDARIES OF LOT 2
INCLUDING SNOW PLOWING OF PRIVATE ROAD.



Report to the Green Bay Plan Commission

MEETING DATE

June 29, 2020

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # O.3

To authorize a Conditional Use Permit (CUP) for a proposed dormitory use in an Office/Residential (OR) district located at 320 South Webster Avenue, subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit. (Public hearing held 06/22/20)

BACKGROUND

Primary Address: 320 South Webster Avenue

Reason for Request: To allow for dormitory dwelling.

Aldersperson/District: Ald. Randy Scannell/District 7

Surrounding Zoning and Land Uses:

SUBJECT PROPERTY: Office/Residential (OR) - Vacant

NORTH: Office/Residential (OR) - Single & Two-family dwellings

SOUTH: Office/Residential (OR) - Single & two-family dwellings

EAST: Office/Residential (OR) - Single & two-family dwellings

WEST: Low Density Residential (RI) - Single & two-family dwellings

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as Medium Intensity Retail, Office and Housing (MIROH).

Consistency Analysis: While Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement, the proposed conditional use permit is consistent with the comprehensive plan. The proposed use of the subject property is compatible with and is not contradictory to the applicable recommended policy and the future land use map.

Report: The site is currently owned by the Green Bay Redevelopment Authority (RDA) and the applicant has a planning option to acquire and improve the property as a dormitory. A dormitory is defined within the Zoning Code as: a communal-type living arrangement of four (4) or more persons not related by blood, adoption or marriage who share common sleeping areas, kitchen, bath or restroom facilities.

Further details about the use are included with a letter from the applicant attached within this agenda packet. A copy of the site plan and building façade elevations are also attached within this agenda packet. The site is 9,926 sq. ft. or 0.23 acres and all access to the site is via a driveway to South Webster Avenue.

Planning staff feels approval of this request is keeping with surrounding land uses and is an appropriate use and compliant with the City's Comprehensive Plan. Ald. R. Scannell and adjacent property owners have been notified of the request. As of the drafting of this report, staff has received one inquiry and no objections to this request.

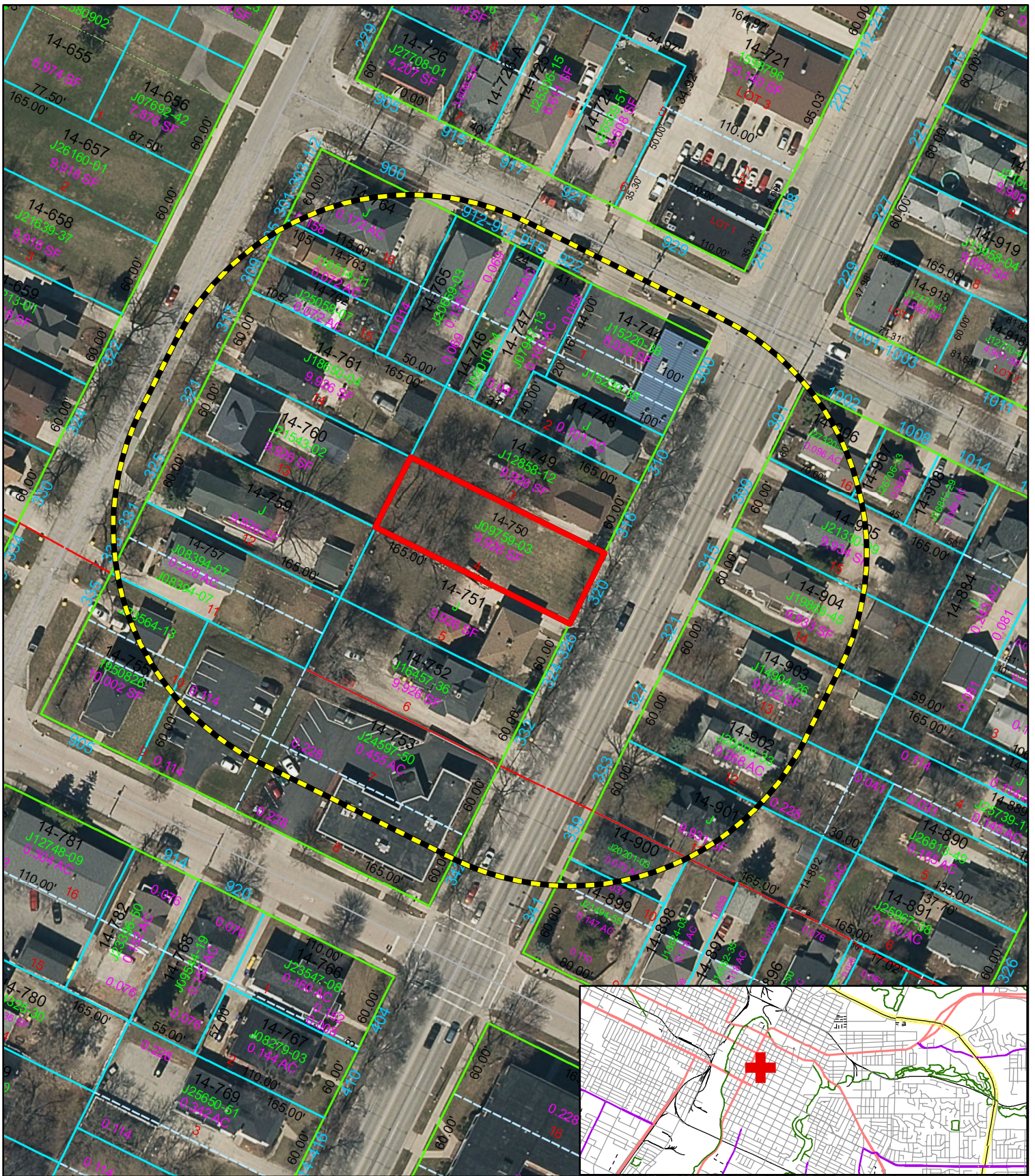
RECOMMENDATION

Staff is recommending approval of the request, subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.

FISCAL IMPACT

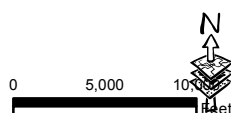
ATTACHMENTS

1. ZP 20-18 Letter
2. Giveadaam Ventures, LLC_320 S Webster
3. Site Plan-320 S Webster



Zoning Petition (ZP 20-18)
Proposed Conditional Use Permit (CUP)
320 South Webster Avenue

- Proposed CUP
- 200' Property Owner Notice



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



GIVEADAAM & THE REDEVELOPMENT AUTHORITY

PROPOSAL FOR A DEVELOPMENT AGREEMENT

BACKGROUND:

Giveadaam Ventures, LLC is a startup company headquartered in Green Bay, Wisconsin that intends to introduce energy-efficient and affordable housing options solely to college students and young professionals in the area. The LLC is simultaneously focused on community enhancement activities such as volunteering with St. John's Homeless Shelter and introducing waste optimization strategies at On Broadway's Farmers' Markets.

DEVELOPMENT: PROPOSAL

Although their initial proposal granted the LLC a three (3) month planning option for the NHIYN lot at 320 S Webster Ave, Green Bay, WI 54301, the unprecedented COVID-19 outbreak paused their project's progress and highlighted the dire need for affordable housing nationwide. Introducing the housing options proposed by Giveadaam Ventures not only strives to offer the lowest rental rates – the LLC prioritizes connections with local small businesses and organizations, which offers potential employment opportunities to future Tenants in trying times.

The housing options Giveadaam Ventures, LLC is proposing aim to be sustainable not just in the environmental sense; the LLC intends to be a community member that can endure turbulent times while positively contributing to the success of the neighborhoods it belongs to.

THE PROPERTY:

Giveadaam Ventures, LLC contracted Artisans Group out of Olympia, Washington to design a Passive House certifiable two-family residence. The approximately 1,496 square foot property has 3 bedrooms, 1.5 bathrooms, and laundry hookups on the main floor. All rooms of the residence are ADA accessible with the opportunity to construct an ADA ramp behind the structure. The lower level of the property has an entrance outside of the main level building envelope for both energy-efficiency reasoning and the development of an additional 2 bedroom rental opportunity. Sound insulation will be incorporated between the main and lower levels. There will be sufficient parking available for 5 vehicles behind the structure. A 2 vehicle carport with an attached shed is proposed for this project to comply with the City's zoning requirements and to allow for secure personal belonging storage for Tenants.

The LLC has been collaborating with Bart Rynish of *Barton Designs* as the General Contractor of their project. Rynish has decades of experience designing and constructing energy-efficient properties and is willing to work

with the City of Green Bay to make this project a repeatable element of our community. Please see the attached document for the *Construction Drawings* and *Site Plan* for the proposed Giveadaam property.

The LLC has also been collaborating with Courtney Maye of *The JOYROOM* as the Color Theory Specialist of their project. Maye brings a bold approach to the use of color within community development projects, which the LLC finds refreshing and necessary. Please see the attached document for the *Exterior Finishing Color Elevations* for the proposed look of the Giveadaam property.

FUNDING ASK:

Giveadaam Ventures, LLC is requesting for the Redevelopment Authority to reduce the Asking Price for the lot from \$15,000 to \$0.

The LLC intends to introduce an energy-efficient two-family, 5 bedroom, approximately 2,500 square foot of living area property on this lot with a construction budget of approximately \$230,000. The lot has not been generating tax revenue for at least five years. The existing two-family property at 324 S Webster Ave has a total assessed value of \$116,600 and has generated \$15,100.68 in tax revenue the past five years. The existing single-family property at 316 S Webster Ave has a total assessed value of \$99,700 and has generated \$12,286.97 in tax revenue the past five years. By using the tax data from 324 S Webster Ave with another more comparable two-family property to the LLC's proposed project at 2681 Finger Rd, they project an annual tax contribution of approximately \$3,686. In five years, this property can contribute over \$18,430 to the tax base.

Since the LLC's energy-efficient property is intended to provide affordable housing options to college students and young professionals, adding an additional \$15,000 to their construction budget for the acquisition of this land makes their affordability goal unachievable. Nicolet National Bank has preapproved Giveadaam Ventures, LLC for their construction budget of \$230,000. The LLC ran their income projections for a monthly rental rate of \$550.00 per Tenant, which they will not increase due to their affordability goal. After deducting the projected monthly Loan Principal and Interest, Property Taxes, Insurance, and Utilities, they arrive at a profit margin that would not be achievable with the addition of a \$15,000 land expense.

Please see the attached documents for our *Proposed Construction Budget* and our *Comparable Properties Parcel Data and Summaries* for the proposed Giveadaam property.



GIVEADAAM & THE REDEVELOPMENT AUTHORITY

PROPOSAL FOR A DEVELOPMENT AGREEMENT

INTENTION:

The properties developed by Giveadaam Ventures will serve as “incubators” for college students and young professionals in the Green Bay area. By constructing this property near the Broadway and Downtown Districts, Tenants will be unavoidably introduced to local businesses and community events that students would likely be unexposed to while living on their campuses. Since a goal of Giveadaam Ventures is to establish marketing partnerships with local businesses, the LLC aims to provide insight regarding employment opportunities within the community in hopes of retaining students post-graduation in the Green Bay area.

Upon successful completion of this proposed property, the LLC is strongly considering purchasing future OR/R3 properties listed in the *New Homes in Your Neighborhood* program in the vicinity of 320 S Webster Ave for future energy-efficient and affordable housing developments.

SITE PLAN



Owner:

320 S. Webster Ave.

Contractor:

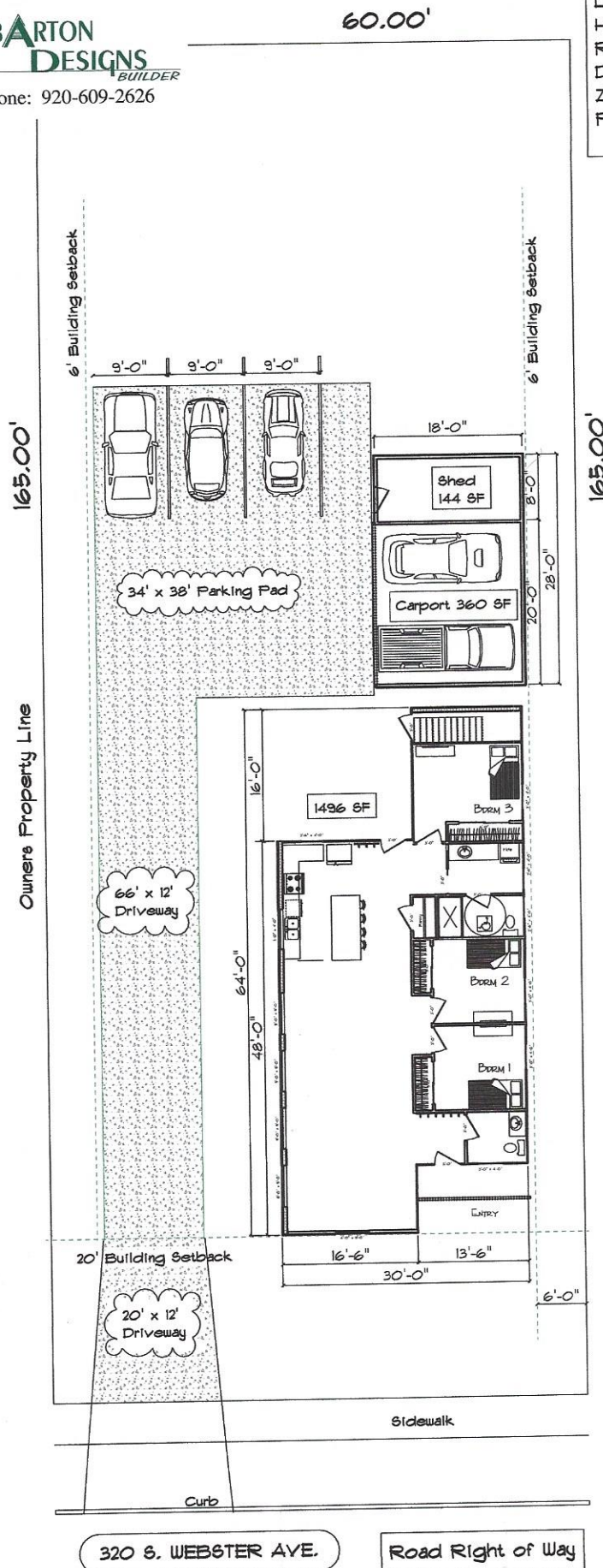
BARTON
DESIGNS
BUILDER

Contractor Phone: 920-609-2626

> 1/20 Scale <

DATE: 4-10-2020

Lot = 9,926 SF
House/port/shed = 2000 SF
Ratio = .20 or 1/5
Drive = 2324 SF Imperv.
Zoning = OR - office/res.
Parcel = 14-750

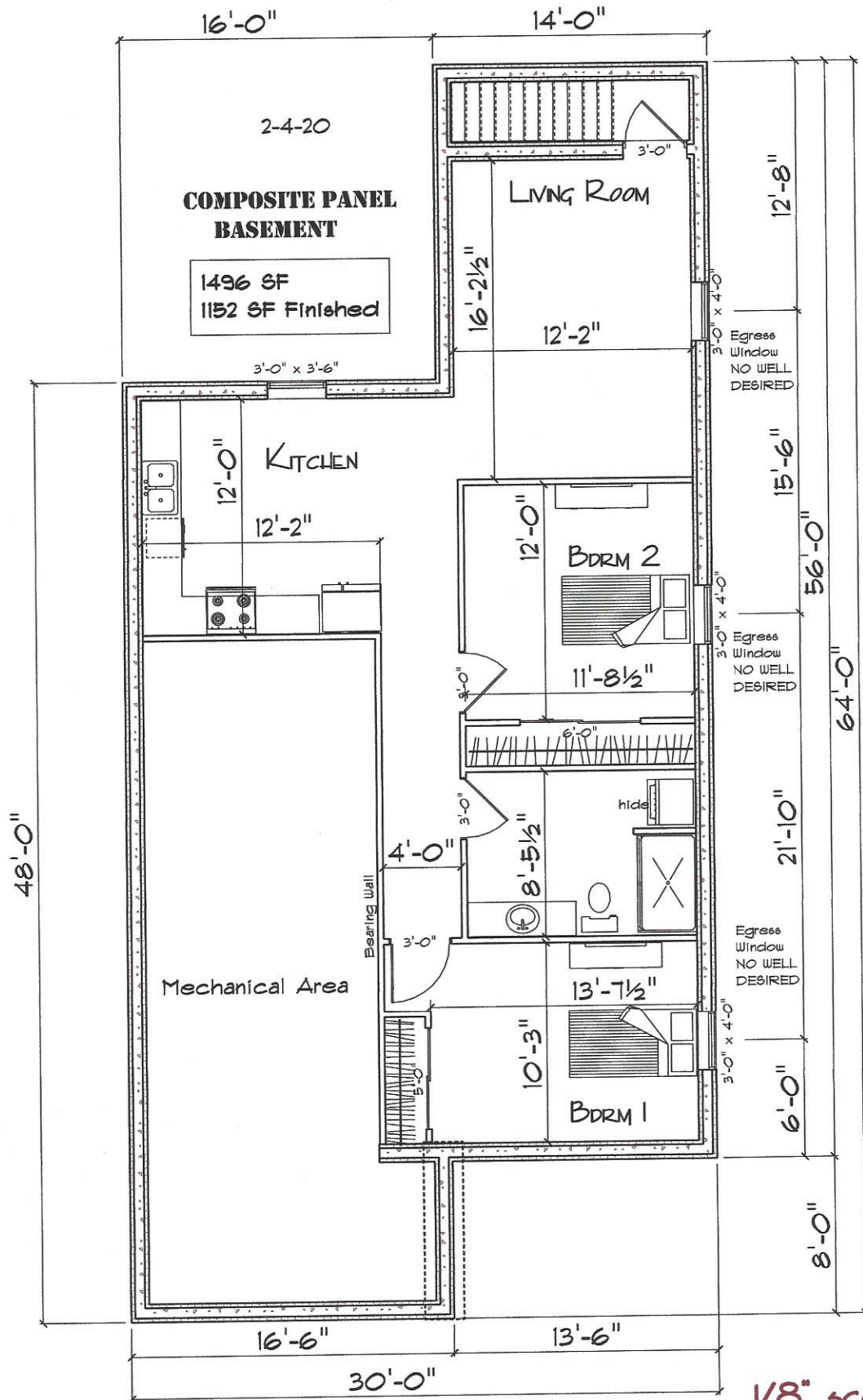


320 S. WEBSTER AVE.

Road Right of Way



P.O. Box 125, SUAMICO, WI 54173



1/8" SCALE

434-4848 Office
609-2626 Cellular
brynishanew.rr.com

DATE
4-10-2020
CITY
Green Bay
STREET
320 S. Webster St.

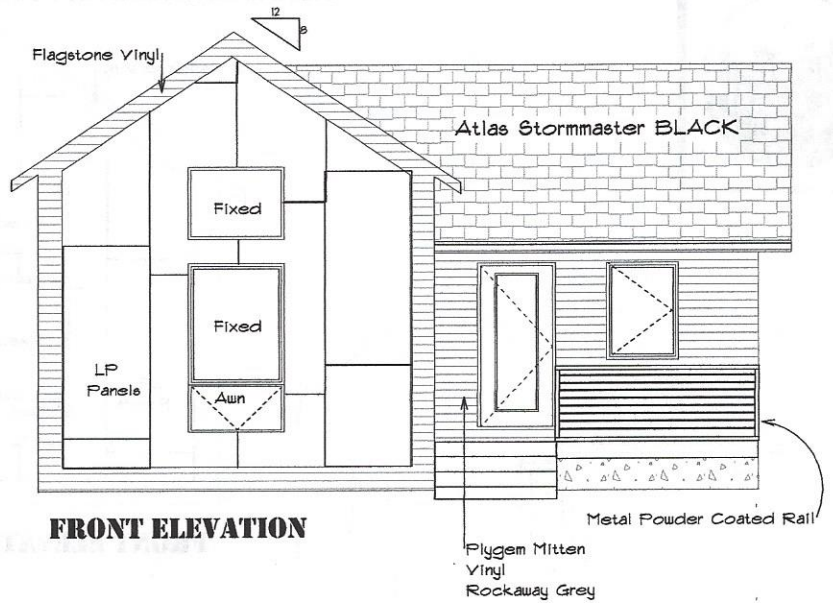


SIZE
1152 SF
MODEL
the Passive Ranch
OWNER
Marissa Michalkiewicz

Path 2 Zero Energy
BARTON
DESIGNS
BUILDER



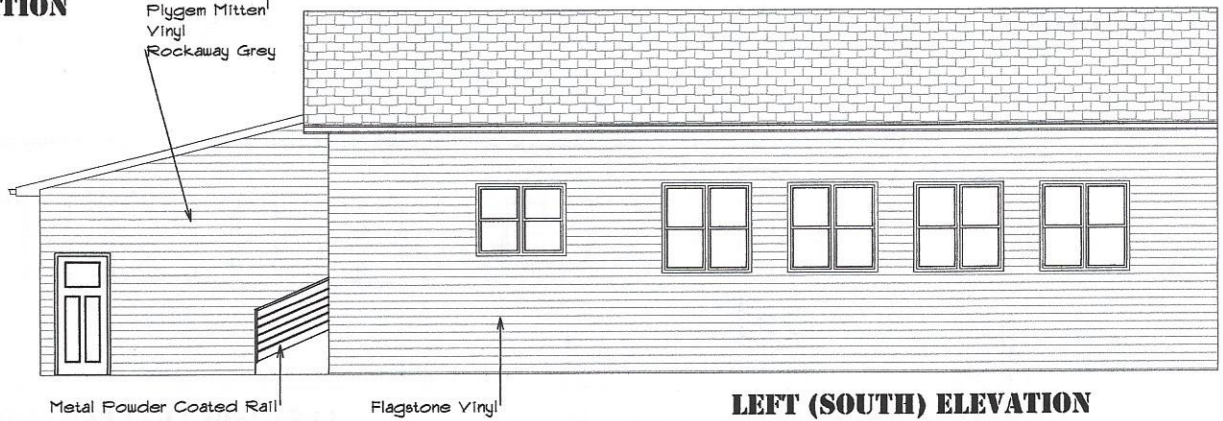
P.O. Box 125, SUAMICO, WI 54173



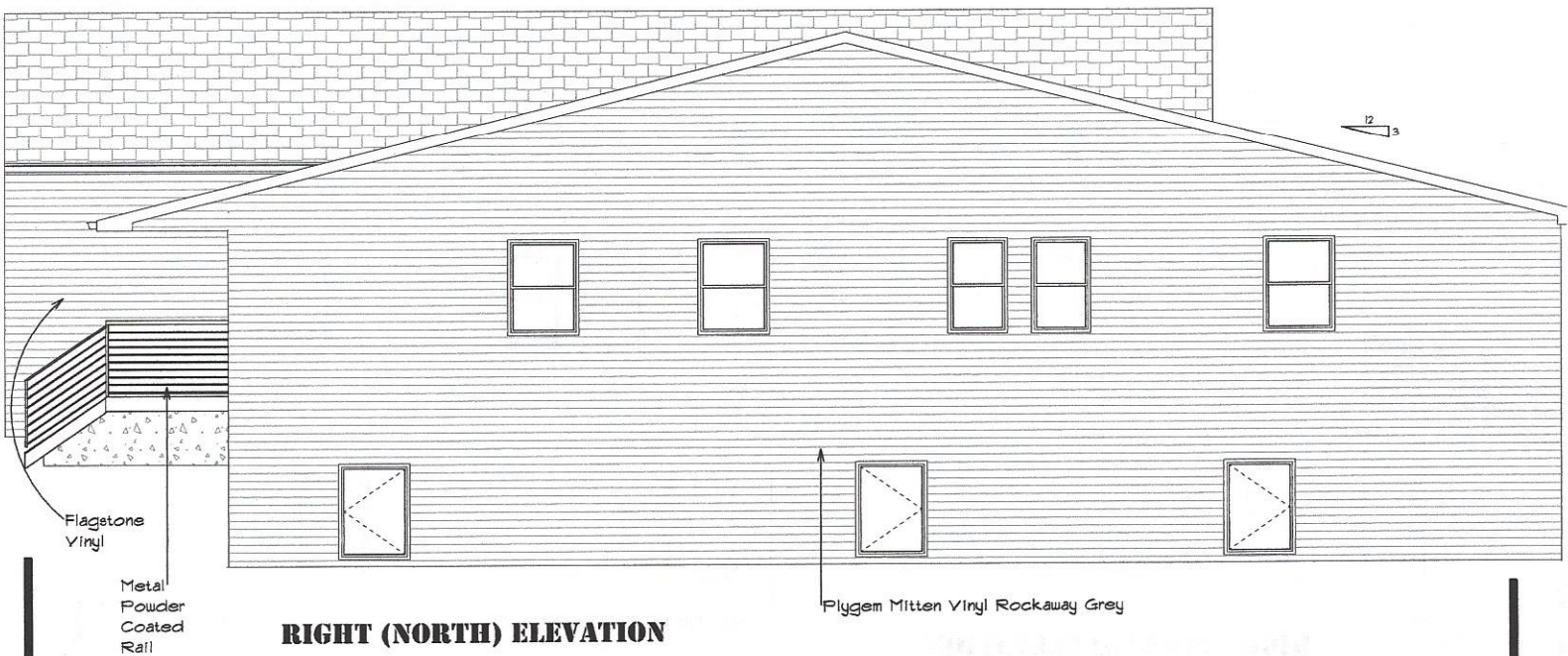
FRONT ELEVATION



REAR ELEVATION



LEFT (SOUTH) ELEVATION



RIGHT (NORTH) ELEVATION

434-4848 Office
609-2626 Cellular
brynish@new.rr.com

DATE
4-10-2020
CITY
Green Bay
STREET
320 S. Webster St.

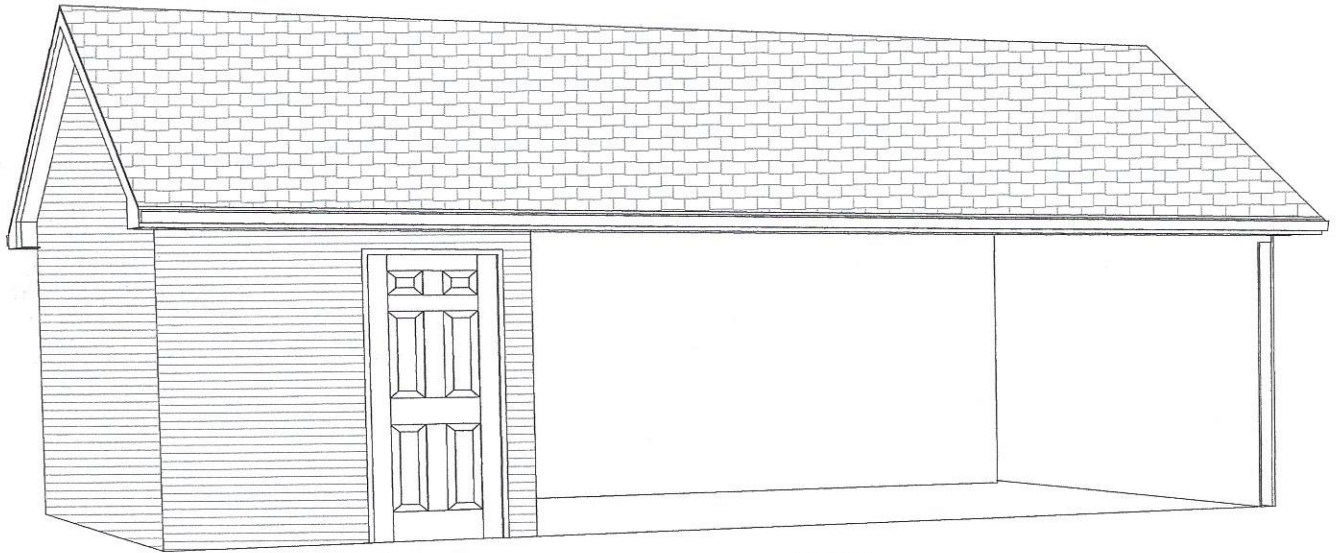


SIZE
1496 up - 1152 down
MODEL
the Passive Ranch
OWNER
Marissa Michalkiewicz

Path 2 Zero Energy
BARTON
DESIGNS
BUILDER



P.O. Box 125, SUAMICO, WI 54173



Shed

Carpot

434-4848 Office
609-2626 Cellular
brynishanew.rr.com

DATE
4-10-2020
CITY
Green Bay
STREET
320 S. Webster St.



SIZE
1496 SF
MODEL
the Passive Ranch
OWNER
Marissa Michalkiewicz

Path 2 Zero Energy

BARTON
DESIGNS
BUILDER

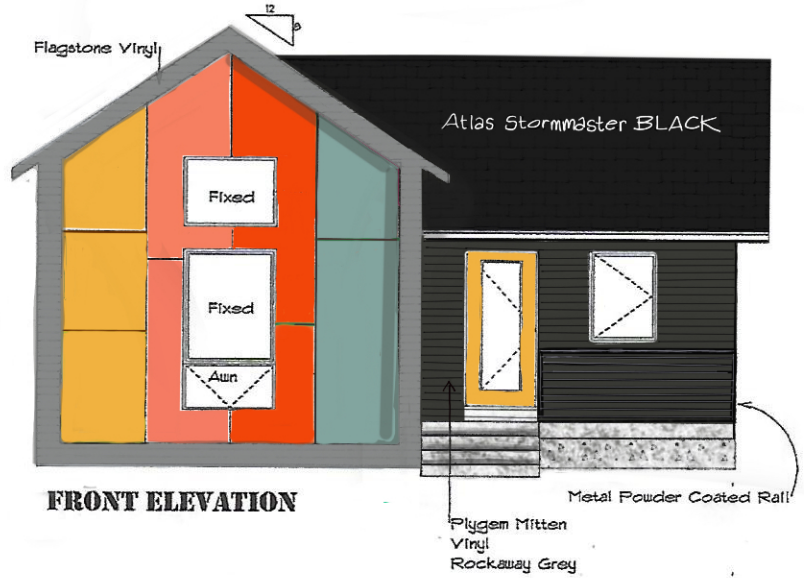


P.O. Box 125, SUAMICO, WI 54173

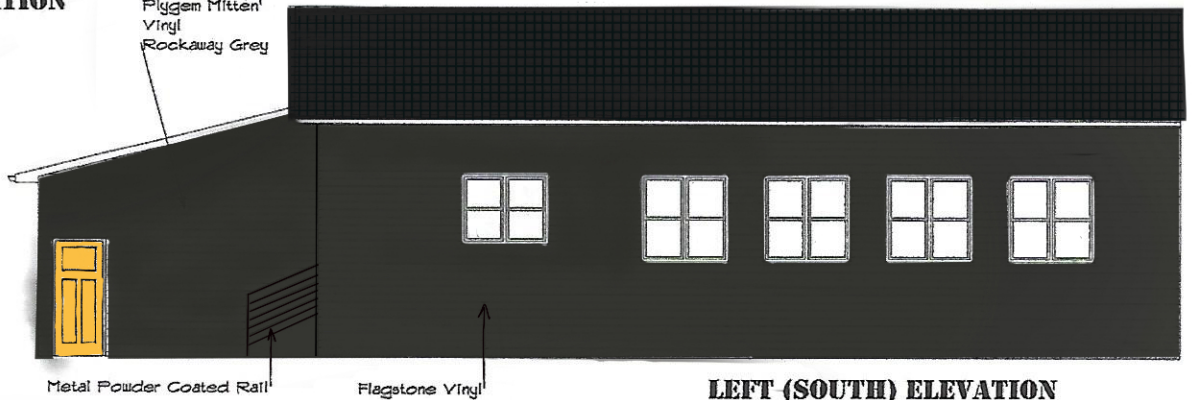


REAR ELEVATION

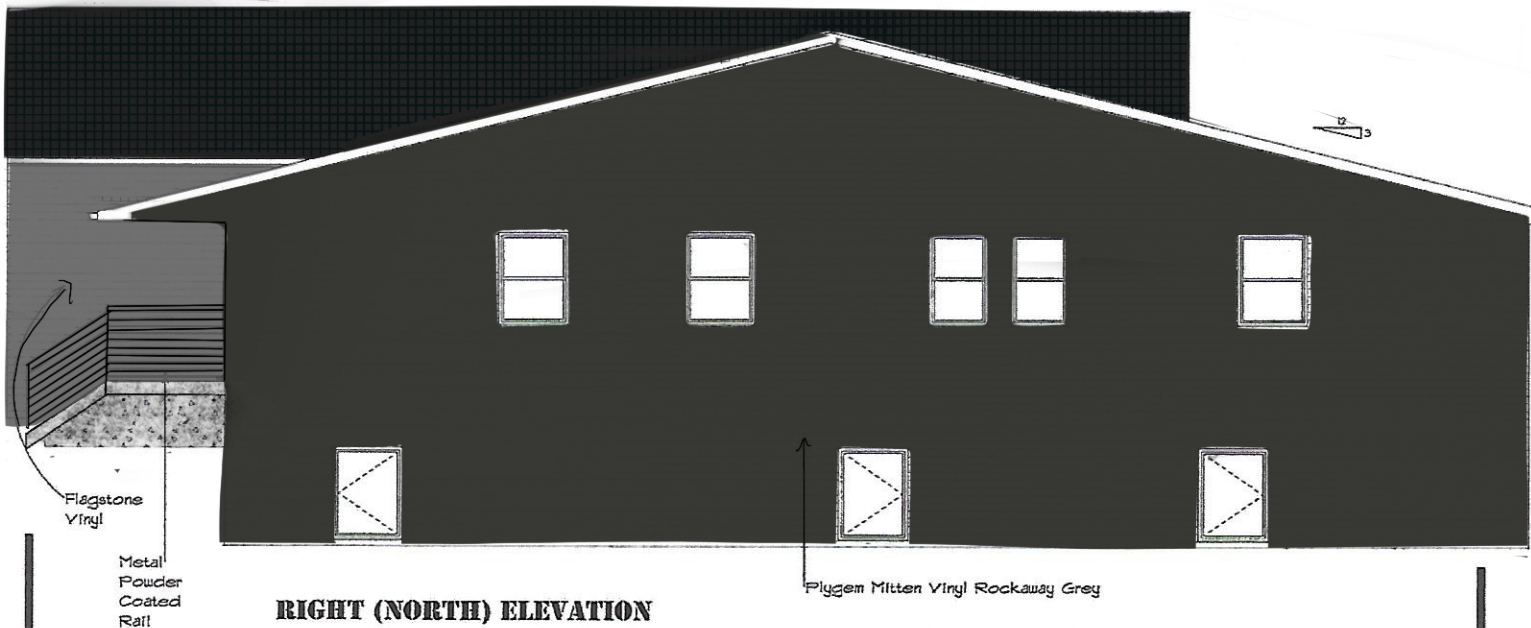
Plygem Mitten Vinyl
Rockaway Grey



FRONT ELEVATION



LEFT (SOUTH) ELEVATION



RIGHT (NORTH) ELEVATION

434-4848 Office
609-2626 Cellular
brynish@new.rr.com

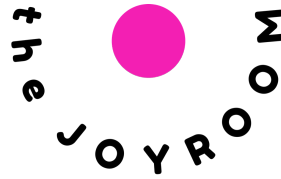
DATE	4-10-2020
CITY	Green Bay
STREET	320 S. Webster St.



SIZE	1496 up - 1152 down
MODEL	the Passive Ranch
OWNER	Marissa Michalkiewicz

Path 2 Zero Energy
BARTON
DESIGNS
BUILDER

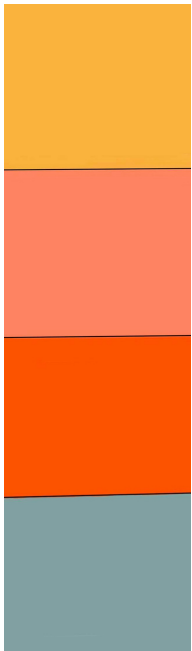
FACADE COLOR PALETTE



The Importance of Color in Cities and Neighborhoods

Colors impact our emotions and emotions impact our decisions, perceptions, and experiences. The proper use of color in urban environments can invoke spirits of calmness, increase civic engagement and boost the sense of pride and ownership among community members. This results in the alleviation of violent crime, an increase in overall positive morale, and the perpetuation of place identity.

"GREAT LAKE SUNSET"



Dandelion: Yellow hues stimulate both the sympathetic and parasympathetic nervous systems, invoking both energy and relaxation. This deep yellow-gold color brings feelings of warmth, cheer, and closeness to the sun even in its absence.

Coral: A blend of three warm colors, coral invites calming and playful emotions in its balance of pink, red, and orange. People often explain feelings of friendliness, invigoration, and freshness when experiencing this color.

Orange Nectar: Orange is attention grabbing, energetic, and often associated with happiness. Reminding us of sunsets and citrus, this red-orange hue will connect its passersby with feelings of vitality and abundance.

Stone Blue: Blue brings about feelings of calmness, serenity, and order. With grey tone, this color will encourage connection to nearby lakes and calm waters, providing a cool balance to the warm hues in this palette.

The "Great Lake Sunset" color palette was designed to complement the dark siding and roofing materials while drawing connection to the natural environment. Green Bay's long Winter season was considered while selecting warm, stimulating colors we can recognize in our landscape during warmer months. This facade and the psychology of color will act as a visually welcoming bridge between pedestrians, the Navarino Neighborhood, GiveADaam Ventures LLC. as a community organization, and future sustainable housing practices in the city of Green Bay.





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # P.I

To approve the updated City of Green Bay Procurement Manual.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. (UPDATED) City of Green Bay Procurement Manual DRAFT



City of Green Bay

Purchasing Department

Procurement Manual

Revised: June 1, 2020

TABLE OF CONTENTS

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1. Purchasing Department Mission

The mission of the Purchasing Department is to assist all City Departments in the effective and efficient procurement of goods and services that are consistent with quality and delivery needs at the lowest possible cost and overall best value for the City. The Purchasing Department provides leadership in procurement to ensure the City's process is fair, competitive, efficient, and conducted under strict ethical guidelines.

2. General Information

Fair and open competition is a core principle of public procurement and inspires public confidence that goods and services are procured equitably and economically. Documentation of the acts taken and effective monitoring mechanisms are important means of avoiding improprieties and establishing public confidence in the procurement process. It is the duty of all City staff to maintain the public trust by adhering to City standards of professional conduct and ethical behavior. All City personnel are responsible for maintaining the integrity of the procurement process and will be held accountable for actions taken that do not conform to the established procurement process.

3. Applicable Laws, Codes, and Ordinances

All City purchases shall be made in accordance with all Federal, State, and Local Laws, Codes and Ordinances. Purchasing authority is granted by section 66.0131 of the Wisconsin Statutes and by [Section 1.76 of The City of Green Bay Code of Ordinances](#). Except where more restrictive by City Ordinance or defined in this manual, all procurement functions will follow the laws and guidelines set forth by the [State of Wisconsin State Procurement Manual](#). The Procurement Manager along with designated senior staff have the authority to require more restrictive requirements over the State Procurement Manual should it be determined it is in the best interest of the City.

4. Roles and Responsibilities

The general roles and responsibilities regarding procurement are as follows:

- Procurement Manager
 - Provide oversight and leadership for procurement related policies and procedures.
 - Conduct formal competitive solicitations such as bids, proposals, quotes, etc.
 - Conduct negotiations for professional services.
 - Provide procurement information to City leadership when necessary.
 - Attend Committee or City Council meetings when necessary to discuss and advise on purchasing issues and the results of bids and proposals.
 - Delegate procurement authority to Departments when appropriate.
 - Approve sole source and single source purchases.
 - Approve requests to waive the competitive solicitation process when appropriate with written justification from Departments.
- Purchasing Staff
 - Provide procurement support to City staff.
 - Conduct formal competitive solicitations such as bids, proposals, quotes, etc.
 - Process requisitions, purchase orders, and P-Card statements via ERP system.
- Department Heads/Managers
 - Identify the needs of the Department, develop specifications, scope of work, etc.
 - Communicate Department needs to the Purchasing Department and plan appropriate procurement methods.

- Approve Department purchases for goods within budget authority.
- Approve Department purchases for goods and services for \$25,000 or less within budget authority.
- Seek approval from and report purchases to the City Council when appropriate.
- Create written justifications for sole source/single source purchases or written requests to waive the competitive solicitation process for approval by the Procurement Manager.
- Department Staff
 - Identify the needs of the Department, develop specifications, scope of work, etc. Communicate those needs to the Purchasing Department.
 - Seek approval from Department Head/Manager when appropriate.
 - Review bids for compliance with specifications as needed.
 - Verify delivery of goods and services and if they meet the specifications and/or scope of work.

5. Purchasing Process Basics

The goal of all successful procurements is to get it right:

Right Goods or Services
Right Quantity
Right Time
Right Place
Right Price

The Process can be broken down into a few basic steps:

Step One - Identify the Need (Requesting Department):

This is the most critical step to a successful procurement. All needs must be identified including:

- Determine exact specifications and quantity for products.
- Right sizing for vehicles and equipment
- Does it need to be compatible with current equipment or software?
- Detailed scope of work for services.
- When the product or service is needed.
- Description of how products or services will be delivered and to where.
- Are installation, training, or future maintenance services required?
- Estimated cost and budget availability.
- Secure approvals to proceed with the purchase.

Step Two – Procurement (Requesting Department and Purchasing Department)

- Check surplus – does another Department have what is needed in surplus or the ability to provide the services?
- Work with the Purchasing Department to identify the correct procurement method – open market, cooperative purchases, quotes, bids, proposals, sole source, etc.
- Conduct the procurement, and if necessary use a competitive process.
- If necessary, work with the Purchasing Department and Law Department to negotiate and execute a contract agreement with the selected vendor.
- Place the order.

Step Three –Receiving goods or services (Requesting Department)

- Verify delivery/service dates and follow up if necessary.
- Inspect deliveries thoroughly and report any deficiencies in quality or quantity immediately.
- Receive on the purchase order (if applicable) in the ERP system.

Step Four – Payment Processing (Requesting Department/Purchasing Department/Finance Department)

- Verify that product or services have been received and are in good order.
- Match invoices with the original order and packing slips.
- Submit invoice for payment

6. Developing Specifications

Specifications establish the design, type of construction, quality, functional capability and performance level desired. Identify the need and the key factors to fulfill the need completely. Be specific, identify grade, type, or other industry standards that must be met. It is very difficult to disqualify a poor quality product if the specifications are vague or limited.

Specifications may include:

- Type of construction or materials.
“Product shall be stainless steel” is typically not specific enough in most cases.
“Product shall be 20 gauge 304 stainless steel” is a much better specification.
- Minimum level of performance required.
“High capacity fan” is typically not specific enough in most cases.
“Fan shall be 50 CFM (cubic feet per minute) minimum” is a much better specification.
- Physical characteristics, size, weight, color, shape, etc.
“Lightweight design” is typically not specific enough in most cases.
“ Product weight shall not exceed 20 lbs.” is a much better specification.
- Delivery and installation requirements. Is the City responsible for unloading the product from the vendor’s truck? Does the product need to be unloaded by the vendor and set in a specific location? Is the vendor required to install the product?
- Quantity and packaging requirements. 1000 items loose in a box or 10 bundles of 100?
- Warranty requirements.
- Training requirements.
- This or equal quality. Identify a specific product (by manufacturer and part number) that meets all our needs and allow bidders to bid that product or an alternate product of equal quality.
- Scope of services. Include method of service delivery, onsite, online, phone, etc. Identify timeliness of service delivery, response time, lead time, time to complete project. Describe in detail what is required including outcomes desired.

7. Procurement Thresholds and Approval Levels

Procurement process thresholds:

- Purchases less than \$5,000 may be purchased on the open market by Departments directly if the pricing is generally known to be fair. Quotes should be used when an appropriate price is unknown.
- Purchases of \$5,000-\$24,999 may be made only after using a competitive process determined by the Purchasing Department. Competitive processes include, but are not limited to, Simplified Bidding (See 8.1), Request for Bid (RFB), Request for Proposal (RFP), Request for Quote (RFQ), and Cooperative Purchase Contracts.

- Purchases of \$25,000 or greater may only be made after using a Sealed Competitive process as determined by the Purchasing Department. Sealed processes include Request for Bid (RFB) and Request for Proposal (RFP) (see sections 8.3 and 8.4).
- If a dollar value is unknown or additional information about a product or service is needed to form a bid or proposal packet, a Request for Information (RFI) will be issued to determine scope and estimated cost.

Approval Levels:

- All purchases of \$25,000 and greater must be brought to the Common Council for approval.

8. Procurement with Special Funds

In the event that a procurement is needed when the purchase will be made utilizing specified funds such as, but not limited to, grants, loans, Federal or State funds, those procurements shall be done in accordance to the rules and regulations associated with those funds. At no time shall the procurement violate any rules or stipulations attached to the funds.

9. Procurement Methods

The following methods are approved competitive processes to be used in the procurement process. The Purchasing Department should be contacted to determine the best method for a particular procurement. The Procurement Manager shall have the final authority on the method of procurement to be used. Consultation with the law department will be done when necessary (as determined by the Procurement Manager) on final contract documents.

9.1 Simplified Bidding ([State Procurement Manual PRO-C-8](#))

Simplified Bidding is a method of procurement used when the estimated cost of a transaction is \$5,000-\$9,999. Simplified bidding takes place when three or more qualified suppliers are solicited to submit quotes on a procurement. However, "three or more" is a minimum. The definition of "three or more" bidders is not to be used to restrict competition or to prevent qualified bidders from quoting on procurements.

Procedure:

- A. The Department first determines the estimated cost of the procurement. To establish whether the simplified bidding process is appropriate or if the Purchasing Department must facilitate the solicitation. The Department will use the estimated dollar amount applicable to the entire contract duration in determining if Simplified Bidding is appropriate.
- B. When the estimated cost is less than \$5,000 the Department may award to the vendor judged best able to supply ("best judgment"). In choosing a vendor, the following should be considered: location of delivery point, quality of articles to be supplied, price of articles, conformity with specifications, purpose for which articles are required, and date of delivery.
- C. When the estimated cost is \$5,000 through \$9,999, the requesting Department solicits and compares, whenever possible, a minimum of three bids from qualified bidders from any of the current sources below:
 1. Price lists,
 2. Quotes on file, or
 3. Written quotes.

E-mail quotes from vendors are considered written documentation of a bid. Phone and verbal quotes should be confirmed in writing by the vendor. The Department must have a procedure to check the

invoice against the purchase order/charged to assure proper pricing. The Department is responsible for ensuring that purchases do not exceed \$9,999. If a Department feels it is in the best interest to use simplified bidding on purchases greater than \$10,000 they should contact the Procurement Manager to discuss and justify this request.

- D. Once all bids are obtained the Department shall review and select the lowest, qualified, responsible bidder to provide the goods and/or services. If a Purchase Order is to be issued all applicable quotes must be attached to the requisition submitted in the Enterprise Resource Planning (ERP) system by the requesting Department. If a P-card is used for the purchase, all quotes should be attached to the P-Card statement in which the purchase was made on. The Purchasing Department will conduct random audits of Simplified Bidding processes conducted by Departments. If it is found that a Department violates purchasing policies on a recurring basis, reeducation on the process may be required. In extreme circumstances purchasing authority delegation may be taken away from that Department.
- E. If at any time you would like assistance from the Purchasing Department with this process and/or obtaining quotes please reach out to via email at purchasingag@greenbaywi.gov or by calling x3047.

Recordkeeping:

- A. Documentation of all simplified bidding transactions is required.
 - 1. When the cost is less than \$5,000, the Department shall keep documentation related to the purchase on file in the Department office.
 - 2. When the estimated cost is over \$5,000 all quotes obtained should be attached to the P-Card transaction or the requisition submitted via the ERP system by the requesting Department. The Department must have a procedure in place to check the accuracy of the invoice.

9.2 Request for Quote (RFQ)

A Request for Quote is a competitive solicitation process in which Purchasing Department staff utilizes procurement resources to reach a broad pool of potential suppliers. Purchases of \$10,000 up to \$25,000 will generally, but not always, utilize this process. Purchases of \$10,000 and greater require communication with the Purchasing Department. The RFQ process is meant to be an agile tool for competitive solicitation of quotes and depending upon complexity, will generally take about 1-3 weeks to complete.

Process:

- The Department shall identify the need, notify the Purchasing Department (via phone, email, or requisition), and develop detailed specifications. Purchasing can assist with the specification development if necessary.
- The Purchasing Department shall incorporate the specifications into a standard RFQ template and work with the Department to determine a schedule.
- The Purchasing Department shall conduct the RFQ process, advertise the solicitation, and open the quotes received.
- The Purchasing Department will assist Departments in reviewing quote responses and making recommendations for award. RFQs shall be awarded to the lowest responsive, responsible bidder that meets all the needs, terms, conditions and specifications.
- The Purchasing Department shall work with the Department in creating the final contract document (if necessary).

9.3 Request for Bid (RFB)

A Request for Bid is a formal solicitation that is conducted by the Purchasing Department for goods and services for \$25,000 or more and that can be defined with clear specifications. The RFB process is a formal solicitation and depending upon complexity can take 3-4 weeks to complete.

Process:

- The Department shall identify the need, notify the Purchasing Department, and develop detailed specifications. Purchasing can assist with the specification development if necessary.
- The Purchasing Department shall incorporate the specifications into a standard bid template and work with the Department to schedule the bid.
- The Purchasing Department shall conduct the bid process, advertise, collect questions, work with the Department on answers/addenda, and open the bids.
- The Purchasing Department will assist Departments in reviewing bid responses and making recommendations for award. Bids shall be awarded to the lowest responsive, responsible bidder that meets all the needs, terms, conditions and specifications.
- The Purchasing Department shall assist the Department in creating the final contract document or purchase order.

9.4 Request for Proposal (RFP)

A Request for Proposal is a formal solicitation conducted by the Purchasing Department that is used for goods and/or services that are not able to be clearly defined, outcome requirements that have multiple methods to accomplish, or for projects for which the skill or quality of the Contractor needs to be weighed with the cost. RFP solicitations are weighted and scored by an evaluation team and awarded to the highest scoring proposer. RFP's are complex formal solicitations and the entire process including advertising, evaluation, and scoring can take 4-6 weeks.

Process:

- The Department shall identify the needs and notify Purchasing Department.
- Purchasing Department will work with the Department to develop proposal requirements and response requirements, a scoring matrix for each requirement and a format for submitting costs.
- Purchasing Department shall incorporate the requirements into a RFP template and work with the Department to schedule the RFP.
- Purchasing Department shall facilitate the RFP process, advertise, collect questions, work with the Department on answers/addenda, and collect the submittals.
- Purchasing Department will assist in negotiating contract price and terms with the awarded proposer.
- Purchasing Department will work with Corporation Counsel and the Department in creating the final contract document.
- Purchasing Department will report the results of the RFP process to the Department for the Department's discussion and action, if any.

9.5 Request for Information (RFI)

A Request for Information is a type of request used when information and pricing is not readily available for goods, professional services, specialized services or specific construction projects that require a higher degree of skill than usual. The Request for Information may be used to create a short list of vendors for either direct negotiation or bid requests.

9.6 Professional Services

Professional Services do not require a competitive process. Examples of professional services include but are not limited to Banking, Financial, Consulting, Legal Counsel, Medical, Architecture and Engineering, and Real Estate services. Just because a service can be labeled as a professional service does not mean bypassing the competitive process is the best approach. Please consult with the Purchasing Department if you have questions regarding obtaining professional services.

9.7 Cooperative Purchasing

The City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of goods and services. Cooperative purchases shall be made in accordance with public procurement principles of open and equitable competition. The City may also purchase from any other government entity without the intervention of bids, Section 66.0131 (2) Wisconsin Statute.

Common cooperative purchasing contracts include:

- State of Wisconsin Cooperative Contracts
- University of Wisconsin Cooperative Contracts
- General Services Administration (GSA) Schedule 70 & 84

State of Wisconsin and UW contracts may be searched on VendorNet:

<http://vendornet.state.wi.us/>

GSA contracts may be searched at:

<https://www.gsaadvantage.gov>

9.8 Used Equipment Purchases

The purchase of used equipment from vendors when, in the discretion of that Department's respective head, the purchase of said used equipment will result in considerable savings to the City, shall be submitted to the Procurement Manager or Procurement Manager's designee for review and approval for waiving requirements of the competitive process. Respective Department head must provide written justification to Procurement Manager or Procurement Manager's designee for review and approval.

9.9 Sole Source/Single Source Purchasing

"Sole Source Purchasing" is a procurement process initiated with a specific vendor without competition who has a unique product or service. The product or service has to be truly unique in design or service method, not just a preferred brand or service provider. Purchases that are considered "sole source" must be approved by the Procurement Manager prior to purchase.

"Single Source Purchasing" is a procurement process initiated with a specific vendor without completion who has a product or service that is offered by other vendors, but the specific product/service offered by the vendor is desired (ex. purchasing a specific product that matches other already purchased products for parts and maintenance compatibility.) Purchases that are considered "single source" must be approved by the Procurement Manager prior to purchase.

The ["No Substitute" form](#) must be completed and submitted to the Procurement Manager for approval of these purchases.

10. Public and Legal Notices [\(State Procurement Manual PRO-C-6\)](#)

The following defines notice types and when they are required to be used:

1. "Legal Notice" means an advertisement of procurement in the Green Bay Press Gazette
2. "Public Notice" means a posting of a procurement to the official designated website. Posts to Wisconsin VendorNet will automatically create a public notice. Posting to the DemandStar website shall also be part of public notice.

Any Request for Bid or Request for Proposal where the estimated cost is to be more than \$50,000 (greater than \$5,000 for public construction projects) shall be advertised with both Legal and Public notices. Two (2) legal

notice insertion into the Green Bay Press Gazette shall occur. All RFB's and RFP's, regardless of estimated value, shall be advertised publically on the DemandStar platform and the State of Wisconsin VendorNet site.

11. Information Technology (IT) Purchases

All requisitions and purchases for information technology (IT) equipment or software must have prior approval from the Director of IT. If a RFB or RFP is issued, the Director of IT shall provide input about the compatibility and other issues related to the software or equipment prior to an award being made. This is to ensure the compatibility of the requested equipment and software with existing systems and also ensure the new technology does not pose risks to cybersecurity of City systems. The Director of IT may waive the compatibility requirement.

12. Emergency Purchases

An "emergency situation" is a situation which:

1. Threatens the public health, safety, or welfare; and all of the following conditions exist: was unforeseen; calls for immediate action; and cannot be responded to using established procurement methods; or
2. Exists as the result of activation of the Emergency Operations Center or a State of Emergency being declared by the Mayor of the City of Green Bay or the Governor of the State of Wisconsin.

The existence of an emergency situation does not preclude the use of the competitive bidding process in its entirety. Department Heads and purchasing staff will obtain such competition as is practical under the emergency requirements of the situation.

If an emergency occurs, all purchases shall be made in accordance with section [ESF 7](#) of the City of Green Bay [Emergency Operations Plan](#).

13. Tied Bids

Tied bids exist when the total costs of two or more responses to a request for bid are identical. Cost totals can be carried out to two decimal points to break a tie. Tied bids do not apply to requests for proposals. If the final scores of two or more proposals are identical, the best and final offer process shall be used to break the tie.

If a tied bid occurs, award may be made to the bidder offering the best additional economic benefits to the City such as discounts for early payment, volume discounts, more advantageous contract term, etc.

If all economic benefits are equal, the Procurement Manager or designee and one witness may conduct and document one of the following processes to complete the award:

- If only two vendors are tied, flip a coin: Assign "heads" to the vendor whose company name is alphabetically first and "tails" to the other vendor. Flip the coin allowing the coin to come to rest on the floor. If "heads" is up, the vendor whose company name is alphabetically first wins. If "tails" is up, the other vendor wins.
- If more than two vendors are tied, draw lots: Assign similar sized pieces of paper for each tied vendor and conduct a blind draw to select one awarded vendor.

The process used and results shall be documented on the bid tabulation.

14. Surplus

Departments with surplus items of value shall contact Purchasing Department to determine the best method of redistribution, sale or disposal. Purchasing staff will provide the proper paperwork for the Department to complete, if necessary. Methods of sale include, but are not limited to:

- Online Auction
- Direct Sales
- Trade-in (if requiring new equipment)

15. Waiver of Competitive Process

The Procurement Manager may waive the competitive process requirement, if multiple bids, quotations or proposals are not obtainable, for professional services not conducive to competition, or in cases of immediate need for goods and services due to unforeseen circumstances. The Procurement Manager will require written justification from Departments as to the circumstances requiring the waiver.

16. Appeals Process

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or City of Green Bay ordinance provisions that are alleged to have been violated.

The written notice of protest must be filed with the Procurement Manager, Green Bay, WI, 100 North Jefferson St. Room 101, Green Bay, WI 54301, and received no later than 72 business hours after the intent to award notice is issued.

The Procurement Manager shall inform the Finance Director and conduct an investigation regarding each protest and may request information from Departments or the Law Department when necessary. The Procurement Manager may also create an evaluation team to review the merits of the protest, depending on the complexity of the project.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # P.2

Refer to staff to research other hazard pay policies in response to a request by Ald. Wery to the Finance committee which states: Offer a pay incentive/bonus for poll workers who have worked and will work this year during the Covid-19 situation. 2) Adopt a policy for future hazard pay situations.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. ALD. WERY COMMUNICATION

Kala Lardinois

From: Kris Teske
Sent: Monday, June 01, 2020 8:03 AM
To: Vanessa Chavez; Diana Ellenbecker; Kala Lardinois; Deanna Debruler
Cc: District Eight
Subject: FW: Communication

Follow Up Flag: Follow up
Flag Status: Flagged

Please see Ald. Wery's communication below.

Thank you,

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



From: Chris Wery [mailto:chriswery@att.net]
Sent: Friday, May 29, 2020 12:01 PM
To: Kris Teske <Kris.Teske@greenbaywi.gov>; Susan Smith <sksmith@smithlegaladvisors.com>; District One <District.1@greenbaywi.gov>
Subject: Communication

To: Finance

Re: 1) Offer a pay incentive/bonus for poll workers who have worked and will work this year during the Covid-19 situation. 2) Adopt a policy for future hazard pay situations.

Respectfully Submitted,

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



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # P.3

To refer and place on file a request by Ald. Steuer to the Finance committee which states: To create an Ad-Hoc Committee to look at ways and methods to adjust downward the 2020 City of Green Bay Bonding Schedule and the potential 2021 City of Green Bay budget, with participants from the Green Bay citizenry, Green Bay Alders, and City of Green Bay staff (both administrative and union). This is truly a team effort."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. ALD. STEUER COMMUNICATION

Kala Lardinois

From: Jaime Fuge
Sent: Thursday, June 04, 2020 7:55 AM
To: Diana Ellenbecker; Kala Lardinois
Subject: FW: communication

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning,

Below is the late communication from the meeting Tuesday.

To Finance/Mayor's Office
From Alder Steuer

"To create an Ad-Hoc Committee to look at ways and methods to adjust downward the 2020 City of Green Bay Bonding Schedule and the potential 2021 City of Green Bay budget, with participants from the Green Bay citizenry, Green Bay Alders, and City of Green Bay staff (both administrative and union). This is truly a team effort."

Take care.

Thank you,
Jaime

From: Kris Teske
Sent: Wednesday, June 3, 2020 5:42 PM
To: Jaime Fuge <Jaime.Fuge@greenbaywi.gov>
Subject: FW: communication

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



From: District Ten
Sent: Wednesday, June 3, 2020 5:36 PM
To: Kris Teske <Kris.Teske@greenbaywi.gov>
Subject: communication

Hello Kris,
Here is my communication from yesterday's Council Meeting.

To Finance/Mayor's Office

From Alder Steuer

"To create an Ad-Hoc Committee to look at ways and methods to adjust downward the 2020 City of Green Bay Bonding Schedule and the potential 2021 City of Green Bay budget, with participants from the Green Bay citizenry, Green Bay Alders, and City of Green Bay staff (both administrative and union). This is truly a team effort."

Take care.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # P.4

To approve the purchase of the ballot folder and envelope opener using grant funds Chief of Staff Celestine Jeffreys discussed in response to the request by the Ad Hoc Committee on Elections for the Finance Committee to consider the purchase of electronic poll books and a DS 450 tabulator and ballot folder package.

To receive and place on file the purchase of electronic poll books and a DS 450 tabulator at this time and to urge staff to consider these items in next year's budget.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Brown County DS450 Quote 5-22-20 Revised
2. 2020-06-16 Election Equipment for Finance



Maintaining voter confidence. Enhancing the voter experience.

Purchase Proposal Quote

Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Price
Tabulation Hardware		
Model DS450 High Speed Digital Image Scanner:		
1	Model DS450 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Two (2) Standard 8GB Memory Devices)	\$51,450.00
1	Ballot Joggers	\$950.00
1	Standard 8GB Memory Device (Additional)	\$210.00
Election Services		
1	Implementation Services (Does not include Coding, Voice Files or Ballots)	\$1,700.00
X	DS450 Training	
1	Election On-Site Support	\$4,675.00
X	Equipment Installation	\$1,925.00
X	1 Year Hardware and Software Warranty	Included
Shipping & Other		
X	Shipping and Handling	\$750.00
Total Purchase Solution		\$61,660.00
Annual Post-Warranty License and Maintenance and Support Fees (Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)		
Annual Post-Warranty Hardware Maintenance and Support Fees:		
1	HMA DS450 - Extended Warranty with Biennial Maintenance	\$1,895.00
Annual Post-Warranty Firmware License and Maintenance and Support Fees:		
1	Firmware License - DS450	\$1,575.00
Total Annual Post-Warranty License and Maintenance and Support Fees		\$3,470.00

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.

Equipment for Election 2020

PPE for poll workers	amount needed	\$/item	total	
surgical gowns				
hair nets				
face shields				
gloves				
hand sanitizer		\$ 199.96		for 4-one gallon containers
cough guards (portable)	56	\$ 99.00	\$ 5,544.00	each ward has an 8 foot table and each table has two guards
	94	\$ 189.00	\$ 17,766.00	
masks for voters				
pens				
santizing wipes				
paper towels				
santizing spray				

poll worker training	# of attendees	\$/class	total
course			
course			
course			

Election Equipment

		cost/item	total	
DS 450		\$ 61,000		
Ballot folder and envelope opener	2	\$ 4,299.00	\$ 8,598.00	3/polling location
Electronic poll books				

Package 1 – Badger Book with Integrated Column Printer • \$1826.00 per Badger Book station •
\$228.00 per polling place (router, thermal receipt paper, and USB Device)

Package 2 – Badger Book with Stand-Alone Printer • \$1853.00 per Badger Book station •
\$193.00 per polling place (router, thermal receipt paper, and USB Device)

Polling locations

	cost/location	total
current loc.		
new locations		

Staff

election techs
DPW



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # P.5

To approve the purchase of two drop boxes funded by grant money in response to a request by the Ad Hoc Committee on Elections to the Finance Committee to consider funding two to four drop boxes for absentee ballots, to be placed at locations in the City of Green Bay.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # P.6

To approve the Green Bay Electronics Record Program Software License and Service Agreement between the City of Green Bay and Brown County, Wisconsin.

The Council may convene in closed session pursuant to Section 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

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. FINAL - GB-Brown County GERP License Agreement

**GREEN BAY ELECTRONICS RECORD PROGRAM SOFTWARE
LICENSE AND SERVICE AGREEMENT**

This Software License and Service Agreement (“Agreement”) is entered into this ____ day of _____, 2020 (“Effective Date”) by and between the City of Green Bay, WI, a Wisconsin municipal corporation (hereinafter, “Licensor”), and Brown County, WI, a body corporate pursuant to Wis. Stat. § 59.01 (hereinafter, “Licensee”), collectively referred to as the Parties.

RECITALS

WHEREAS, Licensor has the authority to license the proprietary electronic records program known as the Green Bay Electronic Records Program (“GERP”); and

WHEREAS, Licensee desires to obtain a personal, nontransferable, non-exclusive limited right and license to use GERP and related documentation and services for Licensee’s own internal business purposes only; and

WHEREAS, Licensor is willing to grant such a license on the terms and subject to the conditions of this Agreement;

NOW, THEREFORE, in consideration for the fees to be paid by Licensee hereunder, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following terms shall have the following definitions:

A. *Authorized Users.* Licensee and its employees, all municipalities within Brown County, excluding the City of Green Bay and the Village of Ashwaubenon, and their respective employees, and no other persons or entities unless agreed to in writing by the Licensor.

B. *Documentation.* All user/operation manuals and other materials or information describing GERP, as hereinafter defined, its performance characteristics, technical features, and other relevant information reasonably required for use of GERP, including all physical media upon which the materials or information are provided.

C. *Licensed Products.* The Software and the Documentation.

D. *Software.* That certain proprietary computer software known as GERP, in machine readable, object code form, and any modules, bug fixes, modifications, enhancements and other GERP software provided to and licensed hereunder by the Licensor to the Licensee during the Term.

2. **Software License.**

A. *License Grant.* Subject to the terms of this Agreement, Licensor hereby grants to Licensee, and Licensee accepts, a limited, non-transferable and non-exclusive perpetual license to use the Software solely for Licensee’s own internal business purposes and solely by the Authorized Users defined herein or such Authorized Users agreed to in writing by the Parties during the Term.

B. *Warranty of Ownership.* Licensor warrants to Licensee, and no other person or entity, that it has the right to enter into this Agreement.

C. *Licensor Retains Title.* Licensee acknowledges that Licensor retains title to the Software, and all copyrights, trade secrets and other intellectual property rights licensed to Licensee, even if Licensee's suggestions are incorporated into subsequent versions of the Software. The Licensed Products constitute a trade secret and are confidential to Licensor.

D. *No Ownership Rights.* Other than the limited right of use of the Licensed Products described in this Agreement, Licensee shall neither have nor acquire any right, title or interest in or to any of the Licensed Products or in any intellectual or proprietary rights represented thereby.

E. *License Restrictions.* Licensee agrees that it will not modify, decompile, disassemble, translate, or reverse engineer the Software, in whole or in part. Except as expressly stated, this Agreement does not include any rights to use, disclose, sublicense, or otherwise transfer the Licensed Products or other proprietary information of Licensor. The Licensed Products shall not be used to process data except for Licensee's internal purposes.

F. *Limitation of Licensing.* Licensor agrees that it will not enter into any licensing agreement for use of the Licensed Products with any municipality located within Brown County other than the Village of Ashwaubenon.

G. *Sublicensing.* Licensee is prohibited from granting a sublicense to use the Software to any third party, except that Licensee may require any Authorized User identified under this Agreement to pay to Licensee its proportionate share of the cost of the license to use the Software. An Authorized User's proportionate share of the cost of the license shall be determined based on its proportionate share of Licensee's total call volume during the preceding four years. Licensor shall be exclusively entitled to any amounts Licensee receives from any Authorized User in excess of said User's proportionate share of the cost of the license.

H. *Breach.* Licensee shall immediately notify Licensor in writing of any actual or suspected breach of this Agreement, including, without limitation, its terms limiting use.

3. **Delivery and Installation of the Software.** Licensor shall coordinate with Licensee to deliver and install the Software on Licensee's computer network. Licensee shall make available to Licensor all facilities and networks that are required for the delivery and installation of the Software.

4. **Annual Maintenance and Support.** Licensor shall provide Annual Maintenance and Support for the Software to enable the Licensee to utilize the Software as a functioning electronic record program. Annual Maintenance and Support shall include technical support, upgrades, enhancements, modifications, training, bug fixes and error resolutions.

5. **Term and Termination.**

A. *Term.* This Agreement shall run for a term of fifteen (15) years ("Term"), beginning on June 1, 2020, and expiring on May 31, 2035. During the Term, this Agreement may be terminated upon written agreement by both Parties or as indicated in section (B). At the end of the Term, this Agreement shall automatically renew unless written notice is given by either Party.

B. *Termination.*

(i) *Material Breach.* Either Party may terminate this Agreement if the other Party commits a material breach hereof by giving fifteen (15) days' notice to the breaching Party. A material breach shall be defined as a breach of any of the obligations, terms, conditions and covenants of this

Agreement which materially and substantially affects the Parties' performance under the Agreement and has a material adverse effect. If the breaching Party fails to correct the breach within ten (10) days, the Agreement is terminated. Either Party may immediately terminate this Agreement if the other Party fails to comply with any statutory requirement within this Agreement. Either Party may enforce the terms of this Agreement by any legal means.

(ii) *Termination upon Notice.* Either Party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other Party.

C. *Effect of Termination.* Licensee shall cease use of the Licensed Products upon termination of this Agreement and shall provide a written certification to Licensor of removal of all copies of the Software from its system and destruction of all copies of Licensed Products except those required for archival purposes. Termination of this Agreement shall not relieve Licensee of its obligation to pay any fees nor result in the refund of any fees paid.

6. **Fees and Payment.** Licensee shall pay to Licensor annually the amount of Ninety-Five Thousand Dollars (\$95,000.00) ("Annual Payment"). The Annual Payment shall be for the purchase of the license and annual maintenance as provided in this section. The Annual Payment shall be paid in full no later than June 1st of each year of this Agreement, with the first Annual Payment due upon execution of this Agreement.

A. *License Purchase Price.* The license purchase price shall be Three Hundred and Fifty Thousand Dollars (\$350,000.00) ("Purchase Price"). The Parties agree that Forty Thousand Dollars (\$40,000.00) of the Annual Payment shall be applied toward the Purchase Price annually until the Purchase Price is paid in full. Following receipt of the entire Purchase Price, Licensor shall grant Licensee a perpetual, non-exclusive license for the Licensed Products.

B. *Maintenance Fee.* The remainder of the Annual Payment shall be the Maintenance Fee. The Parties agree that upon payment in full of the Purchase Price, the entirety of the Annual Payment shall be a Maintenance Fee. Upon automatic renewal of this Agreement at the end of the Term, the Annual Maintenance and Support Fee shall increase five percent (5%) annually, not to exceed fifteen thousand dollars (\$15,000.00) annually, unless agreed to by both Parties in writing.

C. *Payments.* All payments (i) shall be made by bank check or Licensee's check or wire transfer of immediately available funds and (ii) shall be due and payable to Licensor in U.S. Dollars, at Licensor's address as stated below, or such other place(s) as Licensor may from time to time designate in writing. All payments shall be made without offset or deduction of any nature whatsoever and are nonrefundable except as expressly stated in this Agreement.

7. **Warranty.**

A. Licensor warrants that: (i) it has the right to license the Software, and that there are no pending liens, claims, or encumbrances against the Software; (ii) there has been no violation of copyright or patent rights in connection with the Licensed Products; and (iii) services provided under this Agreement will be performed in a professional and workmanlike manner, and bug fixes, modifications and enhancements provided will perform in accordance with the City's standard specifications. **EXCEPT FOR THE WARRANTIES STATED ABOVE, LICENSOR MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED. LICENSOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

B. The Licensed Products are of a complex nature resulting in operations that may be interrupted or errors that may be encountered. Licensor's sole obligation and Licensee's sole remedy under this warranty is for Licensor, at its option, to provide such services, bug fixes, or other modifications it deems appropriate, provide a functional equivalent, or reperform services, if: (i) Licensor receives proper notice of any claimed Software defect during the warranty period, or a claim of defective services or Software within thirty (30) business days of the related occurrence. Proper notice includes copies of the data, reports and written procedures documenting the claim; (ii) the Licensee is otherwise in compliance with this Agreement and using the current version of the Software in accordance with Licensor standard specifications; and (iii) Licensor is able to reproduce any claimed defect. Should Licensor determine in its sole judgment after reasonable effort that a covered defect cannot be remedied, Licensor may elect to terminate this Agreement as to the affected Software and refund the paid, unused License Fees as to the affected Software only upon return of the Software and certification that the Software is no longer in use by Licensee.

C. *Further Limitations.* The limited warranties provided in this Section 7, as limited by other provisions of this Agreement, are non-transferable by Licensee except as set forth below and shall immediately become void in the event of any unauthorized use, modification, or repair of the Licensed Products or any part thereof, or upon breach by Licensee of any provision of this Agreement.

8. Indemnification.

A. Licensor hereby agrees to indemnify Licensee against any damages finally awarded against Licensee in connection with a claim that the Licensed Products directly infringe a United States copyright or patent or other intellectual property rights, provided that: (i) Licensee notifies Licensor in writing within 30 days of the claim; (ii) Licensor has sole control of the defense and all related settlement negotiations; and (iii) Licensee provides Licensor with the required assistance, information and authority. Licensor shall have no liability for any claim of infringement arising from: (a) any unauthorized use, alteration or modification of the Software including use of the Software in conjunction with products not provided by Licensor; or (b) use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Licensed Products.

B. If the Licensed Products are held or are believed by Licensor to infringe, Licensor shall have the option, at its expense, to: (i) modify the Licensed Products to be non-infringing; or (ii) obtain for Licensee a license to continue using the Licensed Products. If it is not commercially reasonable to perform either of the above options, then Licensor may terminate the license for the infringing Licensed Products and refund any unused License Fees or Annual Maintenance and Support fees paid for the affected Licensed Products. Licensee shall discontinue use of the Software.

9. Limitation of Liability.

To the extent a claim arises under warranty, the remedy stated in Section 7 applies. To the extent a claim arises under indemnification, the remedy stated in Section 8 applies. AS TO ALL OTHER CLAIMS, LICENSEE ACKNOWLEDGES THAT POTENTIAL DAMAGES IN ANY PROCEEDING WOULD BE DIFFICULT TO MEASURE WITH CERTAINTY AND THE PARTIES EXPRESSLY AGREE THAT AS A FAIR ASSESSMENT OF POTENTIAL DAMAGES, LICENSOR'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF FORM OF ACTION, PROCEEDING OR THEORY OF RECOVERY, SHALL NOT EXCEED THE PURCHASE PRICE OR FEES ACTUALLY PAID TO LICENSOR WHICH ARE DIRECTLY RELATED TO THE CLAIM. REGARDLESS OF THE FORM OF ACTION, PROCEEDING, OR THEORY OF

RECOVERY, LICENSOR SHALL NOT BE LIABLE IN ANY MANNER FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ASSESSED AGAINST OR PAID BY LICENSEE TO ANY THIRD PARTY, ARISING OUT OF THE USE, INABILITY TO USE, QUALITY OR PERFORMANCE OF THE LICENSED PRODUCTS PROVIDED, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. General.

A. *Injunctive Relief.* Licensee's breach of any obligation under this Agreement regarding the use, duplication, modification, transfer or confidentiality of the Licensed Products shall entitle Licensor to injunctive, specific performance and/or other equitable relief, all without need of bond or undertaking of any nature, Licensee specifically acknowledging that Licensor's remedies at law under such circumstances would be inadequate.

B. *Assignment.* This Agreement shall not be assignable by either Party, and neither Party may delegate its duties hereunder without the prior written consent of the other Party. Any attempt by a Party to assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other Party shall be null and void and shall result in immediate termination of this Agreement under its terms and conditions.

C. *No Third-Party Beneficiaries.* Unless explicitly provided for elsewhere in this Agreement, no person other than the Parties themselves has any rights or remedies under this Agreement.

D. *Governing Law and Venue.* This Agreement is governed by the laws of the State of Wisconsin. Venue lies in the state and federal courts located in Brown County, WI.

E. *Severability.* If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. *Waiver.* Failure to require performance of any provision or waiver of a breach of a provision does not waive a Party's right to subsequently require full and proper performance of that provision.

G. *Entire Agreement.* This Agreement represents the Parties' entire agreement on this subject matter and may only be modified, amended, or added to after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided herein.

H. *Notices.* Any and all notices which either Party may give hereunder shall be in writing and delivered by registered or certified mail, return receipt requested, or by personal delivery, or by first class mail postage prepaid. In the case of first class mail, postage prepaid, delivery shall be deemed to have been accomplished two (2) days after deposit of the notice in the mail. Until written notice is delivered to the other Party of a change in address, the addresses set forth below shall be presumed to be current:

If to: LICENSOR
City of Green Bay Clerk
100 N. Jefferson St., Room 106
Green Bay, WI 54301

If to: LICENSEE
Brown County Clerk
305 E. Walnut St.
P.O. Box 23600
Green Bay, WI 54305

I. *No Agency.* Nothing in this Agreement is intended nor may be construed to create between Licensor and Licensee either an employer/employee, joint venture, or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent, employee or representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.

J. *Compliance with all Applicable Laws.* At all times, Licensee will adhere to all applicable state, federal and local laws and regulations in the conduct of its business, installation and use of the Software and maintain the proper insurances as are customary in the business. Furthermore, both Parties will comply with Wisconsin's Open Records Law (Chapter 19, Wis. Stats.) as required.

K. *Force Majeure.* Except for the payment of any amounts due, performance under this Agreement will be suspended for force majeure upon written notice and may be terminated if such event continues for more than 30 days.

L. *Survival.* Sections 2(C) and (D), 5(C), and 7 through 10, inclusive, shall survive any termination or expiration of this Agreement.

M. *Counterparts.* This Agreement may be executed in several counterparts, and the signatures hereon may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures, and counterparts to this Agreement containing the signatures, whether original or electronic, of all the Parties will be deemed to constitute a single, enforceable Agreement.

N. *No Discrimination.* During the term of this Agreement, the Parties, and the employees, representatives, agents and/or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date listed below.

CITY OF GREEN BAY, Licensor

Dated: _____, 2020

By _____
Eric Genrich, Mayor

By _____
Kris A. Teske, Clerk

BROWN COUNTY, Licensee

Dated: _____, 2020

By _____
Troy Streckenbach, County Executive

By _____
Sandy Juno, County Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # P.7

To approve the Distribution Agreement between the City of Green Bay and John Rousseau as sole member of Global Horizons, LLC.

The Council may convene in closed session pursuant to Section 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

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. FINAL GB-Rousseau GERP Agreement

DISTRIBUTION AGREEMENT

This Distribution Agreement (hereinafter, "Agreement") is entered into this ____ day of _____, 2020 ("Effective Date"), by and between the City of Green Bay, a Wisconsin municipal corporation (hereinafter, "City"), and John Rousseau, sole member of Global Horizons, LLC (hereinafter, "Author"), collectively referred to as the Parties.

RECITALS

WHEREAS, the Parties entered into an Agreement for Services Between John Rousseau and the City of Green Bay (hereinafter, "Original Agreement") on December 13, 2006, pursuant to which both Parties agreed to share an equal interest in the Green Bay Electronic Records Program ("GERP") for a period of twenty five (25) years; and

WHEREAS, the Parties entered into an addendum to the Original Agreement, titled "GERP Agreement," on July 23, 2014 (hereinafter, "2014 Addendum"), which established the terms for distribution of proceeds between the parties based on the sale of GERP licenses to other municipalities pursuant to the Original Agreement; and

WHEREAS, the City desires to sell a non-exclusive GERP license to Brown County, Wisconsin ("County"); and

WHEREAS, the Parties desire to enter into this Agreement in order to establish the terms for distribution of proceeds between the Parties based on the sale of a GERP license to the County pursuant to the Original Agreement; and

WHEREAS, this Agreement shall serve as a second addendum to the Original Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the promises and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Author and City agree:

1. **Distribution of Proceeds.** Author shall be entitled to an amount equal to fifty percent (50%) of the license purchase price actually received by the City for the sale of the GERP license to the County, which agreement will be entered into coterminously with this Agreement. The City agrees to structure its agreement with the County ("GERP License Agreement") so that the purchase price shall be Three Hundred and Fifty Thousand Dollars (\$350,000.00) ("Purchase Price"), payable at a rate of Forty Thousand Dollars (\$40,000.00) annually for eight (8) years, with the remainder of the Purchase Price paid in full in year nine (9) from the date of execution of the GERP License Agreement with the County. All payments received shall be split equally between the Parties, and the City shall pay Author fifty percent (50%) of the proceeds received within thirty (30) days of receipt. For example, if the City receives \$40,000.00 from the County on January 1, 2020, the City shall pay \$20,000.00 to Author no later than January 31, 2020.

a. **Clawback Rights.** Notwithstanding any other provision in this Agreement to the contrary, in the event that the City is required to indemnify the County under the GERP License Agreement in connection with a claim that the GERP software and/or supporting documentation which Author was directly involved in developing and/or writing directly infringes a United States copyright or patent or other intellectual property rights, the City shall be entitled to recover from Author all damages resulting from such claim. This remedy is in addition to, and not in lieu of, any of the other remedies available to the City under this Agreement.

2. **Installation and Maintenance.** The Parties acknowledge and agree that in addition to sale of the GERP license to the County pursuant to the GERP License Agreement, the City shall also provide installation and maintenance services to the County for additional consideration as part of the GERP License Agreement. The City shall have sole responsibility for installation and maintenance of the GERP software for the County. The Parties agree therefore that any and all installation and maintenance payments received by the City pursuant to the GERP License Agreement with the County shall be the sole property of the City and shall not be subject to the distribution of payments provided herein. Author shall be provided with a draft of the GERP License Agreement for review and approval as to the sale of the license, before provision to the County for execution. Author agrees that his review and approval as to the sale of the license shall not be unreasonably delayed or withheld. Author acknowledges and agrees that the GERP License Agreement between the City and County may be structured such that (a) the County will make payments to the City for fifteen (15) consecutive years, (b) the City will provide installation and maintenance services to the County for the duration of the GERP License Agreement, (c) the total amount received by the City under the GERP License Agreement will exceed the Purchase Price, and (d) all amounts received in excess of the Purchase Price are owed solely to the City as consideration for installation and maintenance of GERP. Author further acknowledges that but-for payment of the Purchase Price in full during the first nine years of the GERP License Agreement as provided for herein, the City would have received a larger payment for installation and maintenance purposes during the initial nine years, and that the City is therefore seeing no additional consideration for the sale of the license to the County beyond its equal fifty percent (50%) share.

3. **Grant of License.** The City shall have the sole and final authority to grant a non-exclusive license to Brown County upon payment of the Purchase Price as provided for herein, and no further action shall be required by Author in order for such license to be granted.

4. **Term.** Nothing herein shall be construed as extending or reducing either the term of the Original Agreement, or Author's interest in GERP beyond the time frame set forth therein.

5. **Entire Agreement.** This Agreement constitutes the Parties' complete agreement with respect to the sale of a non-exclusive GERP license to the County, and may only be amended by a written instrument executed by both Parties.

6. **Termination.** In the event that the GERP License Agreement between the City and the County is terminated for any reason or by any party, this Agreement shall automatically terminate and neither party shall have any liability to the other party beyond distribution of proceeds actually received prior to termination of the GERP License Agreement, or proceeds

actually received after termination of such Agreement resulting from a delayed payment, collection action, or otherwise. The GERP License Agreement shall require by its terms that written notice be given to Author at least thirty (30) days prior to any termination.

7. **Controlling Law.** This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions. Venue shall be proper in Brown County, Wisconsin.

8. **Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. This Agreement is binding upon, and inures to the benefit of, the Parties and their heirs and permitted successors. For the avoidance of doubt, in the event of the death of Author, the Author's fifty percent (50%) proportionate share of the payments of the Purchase Price shall be payable by the City to Author's estate or personal representative.

9. **Compliance with Open Records Laws.** The City shall comply with Wisconsin Statutes Chapter 19, Subchapter II, pertaining to Wisconsin Open Records Law, as is required.

10. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. **No Agency.** Nothing in this Agreement is intended nor may be construed to create between Author and the City either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent, employee or representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.

12. **Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement, and no person other than the Parties themselves has any rights or remedies under this Agreement.

13. **Counterparts.** This Agreement may be executed in several counterparts, and the signatures hereon may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures, and counterparts to this Agreement containing the signatures, whether original or electronic, of all the Parties will be deemed to constitute a single, enforceable Agreement.

14. **Authority to Execute.** The Parties have given due authority to the individuals who have signed this Agreement to execute this Agreement on behalf of Author and the City respectively, and, when signed, this Agreement shall constitute the binding obligation each of the Parties hereto.

15. **No Discrimination.** During the term of this Agreement, the Parties, and the employees, representatives, agents and/or volunteers thereof, shall not discriminate against any

person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date listed below.

GLOBAL HORIZONS, LLC

Dated: _____, 2020

By _____
John Rousseau, Sole Member

CITY OF GREEN BAY

Dated: _____, 2020

By _____
Eric Genrich, Mayor

By _____
Kris A. Teske, Clerk



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # Q.I

To refer to staff to research grant opportunities to help control the invasive plants at the Wildlife Sanctuary.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # Q.2

To table the beach project at Bay Beach Amusement Park until 100% of the \$1 million fundraising goal and 80% of the \$1 million grant goal has been met. Motion Failed 2-2. Referred to City Council with no recommendation.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Shoreline Improvements Phasing Plan 120

Bay Beach Shoreline Project Available Funding - 6/9/2020

Bond 2018	\$5,000,000
Donations to Date	\$723,000
NRDA - Construction Grant	\$200,000
WI Coastal Management - Construction Grant	\$100,000
Fund for Lake Michigan - Construction Grant	\$75,000
WPS - Construction Grant	\$50,000
Total Funding Available	\$6,148,000

Total Spent To Date or Committed Expenses

Additional Engineering Fees Beyond Grant Funding	\$193,265
Miscellaneous Costs to Date	\$35,518
Construction Cost to Install Pier Pilings by Ferris Wheel	\$331,064
Total Spent To Date	\$559,847

Staff Proposed Phase 1 Shoreline Projects

Beach Installation and Beach Grooming Equipment	\$1,100,000
Shoreline Walk Installation	\$535,000
Bathhouse with Concession Stand	\$520,000
Parking Lot Paving	\$550,000
Utilities	\$240,000
Site Work and Erosion Control	\$190,000
10% Contingency	\$313,500
Total Proposed Phase 1 Shoreline Projects	\$3,448,500

Staff Proposed Phase 2 Shoreline Projects

Additional Pier Engineering	\$30,000
Pier Construction	\$3,000,000
10% Contingency	\$300,000
Total Proposed Phase 2 Shoreline Projects	\$3,330,000

Project Budget Summary

Spent to Date	\$559,847
Total Proposed Phase 1 Shoreline Projects	\$3,448,500
Total Proposed Phase 2 Shoreline Projects	\$3,330,000
Grand Total for Shoreline Project	\$7,338,347
Total Available Budget to Date	\$6,148,000
Grand Total for Shoreline Project	\$7,338,347
Total Shortage of Funds	\$1,190,347



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # Q.3

To approve the request by Ald. Lynn Gerlach to rename Gagnon Park, “Olde Preble Neighborhood Park”, and to name the little league field “Joseph F. Gagnon Jr.” field.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # Q.4

To direct staff to open the recreation aquatic facilities, youth sports leagues and youth camps per the 2020 City of Green Bay Parks COVID-19 Reopening Plan that was presented at the May 27th Park Committee Meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. COVID-19 _ Wisconsin Department of Health Services_Aquatics
2. COVID-19 _ Wisconsin Department of Health Services_Youth Camps
3. COVID-19 _ Wisconsin Department of Health Services_Youth Sports

Note: The Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Wisconsin Economic Development Corporation (WEDC) have released [guidance for operators](#) to assist in planning and reducing risk when reopening. The [DATCP and WEDC guidelines](#) provide information on **how** to reopen, while these recommendations provide information on **when** to reopen.

Groups of people who are in close contact with one another greatly increases the risk for the spread of the virus. It is difficult to maintain physical distancing while swimming or playing in pools, splash pads, and water parks. During this time it is also challenging to maintain necessary physical distancing and sanitation recommendations in other communal areas, such as poolside seating, concession stands, changing facilities, locker rooms, and bathrooms. Pools and water parks can draw large numbers of individuals and families, especially during the summer months. People may travel from a wide geographic area to Wisconsin's water parks, making it possible for many communities to become infected from a single day of fun.

At this time, the Department of Health Services (DHS) recommends that all public pools, splash pads, and water parks remain closed due to the spread of COVID-19. Until we meet the benchmarks established in the roadmap to reopen Wisconsin, it is not safe to bring together groups of individuals that are not part of a single household or living unit into an environment where sustained and close contact could occur. You can track the state's progress on these benchmarks on the [DHS COVID-19 Response website](#). This is a rapidly evolving situation, but it is unlikely that this recommendation would be changed unless significant progress in meeting gating criteria are met.

DHS understands that there are many positive benefits from visiting public pools, splash pads, and water parks. While it isn't the same, there are other fun outdoor activities individuals and families can participate in while waiting for it to be safe to return to pools and water parks. Families or households can still enjoy bike rides, walks, and other outdoor physical activities that allow for safe physical distancing.

Recommended Actions to Take

Stay informed about local COVID-19 information and updates. We recommend checking the website or social media of your local or tribal health department and the [Department of Health Services website](#) for the most updated information.

Close all public pools (including pools located in lodging facilities), splash pads, and water parks, and limit the people onsite to only those needed for maintenance and upkeep.

Once it is Determined to be Safe to Reopen

Operators should coordinate with their local or tribal health departments to ensure that best practices are being followed to meet all expectations and requirements for physical distancing and other public health protections. Refer to the [WEDC Industry Guidelines for Entertainment and Amusement](#) for specific considerations for swimming pools and water attractions.

All decisions about implementing considerations for operations should be made locally, in collaboration with local or tribal health officials. Operators of public aquatic venues can consult with local officials to determine if and how to implement these considerations while adjusting them to meet the unique needs and circumstances of the local community. Their implementation should also be informed by what is feasible, practical, and acceptable.

At this time, DHS recommends that congregate activities for children that are considered educational or enrichment programs, including residential summer camps, be postponed or canceled. This guidance does not apply to licensed day camps regulated by the Department of Children and Families. COVID-19 continues to circulate throughout Wisconsin, and the state has not yet met the criteria for safely conducting these programs. Physical distancing and proper hygiene by children in these settings is extremely difficult to enforce. Summer camps and enrichment programs should follow applicable state, local, and tribal health recommendations. We urge programs to work with their local public health departments, who can help assess the community mitigation strategies needed based on the level of COVID-19 transmission in your area, the capacities of your local public health department and health care systems, and other relevant factors. This guidance does not apply to day cares for the children of essential workers.

This is a rapidly evolving situation, so please continue to monitor DHS guidelines, as they may change based upon new scientific information and epidemiological data.

With schools across the state closed and summer quickly approaching, many parents and guardians rely on summer programs for the care of their children. This guidance is intended to assist camp directors and administrators in making the safest decisions possible regarding child care programs and summer day camps during the COVID-19 pandemic. It outlines best practices and considerations for resuming operations when it is considered safe to do so. These recommendations are based on what is currently known and understood regarding COVID-19.

Until we reduce the transmission of COVID-19 and meet the Wisconsin gating criteria and core responsibilities in the Badger Bounce Back plan, DHS recommends that summer camps and youth programs that are considered educational or for enrichment be postponed or canceled. Resuming educational and enrichment programs for youth will need to be a gradual process, starting once the state experiences a sustained downward trend in COVID-19 cases. We will need to continue efforts to prevent future outbreaks, monitor for resurgence of the virus, and take appropriate steps if we see increases in virus transmission.

Overview of the Three Phases of the Badger Bounce Back Plan

Action	Safer at Home	Phase One: When all Gating Criteria and Core Responsibilities are Met	Phase Two: Based on Re-Evaluation of Criteria and Core Responsibilities	Phase Three: Based on Re-Evaluation of Criteria and Core Responsibilities
Open K-12 Summer Educational and Enrichment Programs	No	Yes*	Yes*	Yes
Open Day Cares	Yes, but limits on capacity	Yes*	Yes*	Yes

*People over age 60, including employees, and those who are medically vulnerable should continue to shelter in place. Online education and remote work encouraged wherever possible.

This guidance does not apply to day cares for the children of essential workers. As such, day camps and youth programs that are licensed by the Department of Children and Families (DCF) or attached to a licensed program, should continue to operate their programs following other applicable guidelines issued by the state.

Decisions to open camps for education and enrichment depend on our ability to quickly track, test, and trace cases of COVID-19 in our communities, in order to limit its spread. All decisions about opening summer camps should be made in collaboration with state and local and/or tribal health authorities, who can help assess the community mitigation strategies needed based on the level of COVID-19 transmission in your area, the capacities of your local public health department and health care systems, and other relevant factors.

At this time, the Department of Health Services (DHS) recommends that all youth sporting events planned for this spring and summer be postponed or canceled due to the spread of COVID-19. Until we meet the benchmarks established in the Badger Bounce Back plan, it is not safe to bring together groups of youth and coaches for practice or to host sporting events. You can track the state's progress on these benchmarks on the [DHS COVID-19 Response website](#).

DHS recommends that individuals avoid all public and private gatherings of any number of people that are not part of a single household or living unit. This applies to events like youth sporting events and team practice. We will re-evaluate this recommendation on in-person public events once Wisconsin has seen progress in the "gating criteria," including a sustained downward trend in COVID-19 cases, and the ability of hospitals and health systems to treat all patients. This is a rapidly changing and evolving situation, but it is unlikely that any large gatherings would be recommended throughout the summer.

Youth sporting events present unique challenges, as successful events typically bring in large numbers of teams and families from a wide geographic area, and many require regular interactions between team members and opposing teams. In addition, communal areas like vendor stalls, shelters, and bathrooms at such events makes it especially challenging to accommodate necessary physical distancing and sanitation recommendations during this time.

DHS understands that there are many positive benefits from participating in youth sports, and that children and families look forward to attending sporting events in the spring and summer. A child and their family can still acquire some of the same benefits of being physically active by going for a family walk, bike ride, or other physical activities that follow safe social distancing guidelines.

Actions to Take

Stay informed about local COVID-19 information and updates. We recommend checking the website or social media of your local health department and [the Department of Health Services website](#) for the most updated information.

Close all sporting facilities and fields, and limit services to only needed maintenance and upkeep. Post relevant signage indicating limitations on use.

Coaches can:

- Consider ways to provide practice virtually or guiding individual practice by providing at-home training instructions.

- Host virtual team calls or send out team emails to keep the team members connected, provide support and encouragement, and offer tips to stay in shape and practice skills.

Once it is safe to start holding youth sporting events again, you should coordinate with local public health departments, families, and other community members to ensure that any sporting event meets all expectations and requirements for social distancing or other public health protections.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # Q.5

To approve a utility easement with Wisconsin Independent Network (WIN) on behalf of the Green Bay Packers for the installation of a fiber optic line at John Muir Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. WIN Easement John Muir Park_CITY REVISED-06.17.20
2. John Muir Park Proposed Bore Crossing 2

EASEMENT

Name: **CITY OF GREEN BAY JOHN MUIR PARK**

The undersigned, hereinafter called "Grantor", in good consideration, does hereby grant and convey unto WIN, LLC, a Wisconsin Limited Liability Company, whose address is 4955 Bullis Farm Road, Eau Claire, WI 54701, its successor and assigns, lessees, licensees and agents ("WIN" or "Grantee"), a perpetual easement with the right, privilege and authority to locate, construct, reconstruct, maintain, operate, enlarge, repair, patrol, remove and replace such communication facilities as WIN may require (the "Facilities"), together with the power to extend to any other party the right to use, jointly with WIN, pursuant to the provisions hereof, upon, under, over and across the following described lands which the Grantor owns, and are located in the County of Brown, in the State of Wisconsin ("Easement Area"):

PART OF VACATED BIEMERET STREET, LOCATED IN OAK CREST PLAT, CITY OF GREEN BAY, IN PRIVATE CLAIM 11, BROWN COUNTY, WISCONSIN. FURTHER DESCRIBED AS FOLLOWS THE CENTERLINE OF 10 FOOT WIDE EASEMENT: COMMENCING AT THE SOUTHEAST CORNER OF LOT 16 OF SAID OAK CREST PLAT. THENCE S15°50'24"W, 48.03 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NELSON STREET TO THE POINT OF BEGINNING, THENCE N56°48'07"W, 52.96 FEET TO A POINT ON THE EASTERLY RIGHT-OF-LINE OF "I 41" TO THE END OF SAID CENTERLINE

SEE EXHIBIT "A" ATTACHED FOR LEGAL DEPICTION OF WISCONSIN INDEPENDENT NETWORK (WIN) NON-EXCLUSIVE EASEMENT

A map or survey of the Easement Area, if attached to this Easement, is incorporated into this Easement by reference. Together with all the associated rights and privileges for the full enjoyment or use of the Easement Area for the aforesaid purpose, including but not limited to the following rights: (1) the right of ingress and egress to the Facilities located upon, over, in or under the Easement Area for the purpose of locating, constructing, reconstructing, maintaining, operating, patrolling, repairing and removing Facilities; (2) the right to use property of Grantor outside of and adjacent to the Easement Area for ingress and egress; (3) the right to trim, cut down or control the growth of any trees or other vegetation on the Easement Area and such other trees and vegetation adjacent thereto as in the judgment of WIN may interfere with the construction, reconstruction, maintenance, operation, repair, use of, the Facilities or equipment appurtenant thereto.

WIN shall keep the Easement Area free and clear of any and all liens for labor performed or materials furnished at the request or for the benefit of WIN. WIN shall leave the Easement Area in good or better condition than its initial condition, and shall comply with all rules and regulations, whether federal, state, county, or municipal, relating to the use of the Easement Area.

Grantor will not construct or place any buildings, structures, trees, plants, or other obstructions on the Easement Area which could result in a violation of the minimum clearance requirements of the National Electric Safety Code or other applicable laws or regulations could interfere with the operation and maintenance of the Facilities.

WIN hereby agrees to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of WIN or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. WIN shall reimburse the Grantor its elected

RETURN TO:

WIN, LLC
4955 Bullis Farm Road
Eau Claire WI 54701

PIN: 6-300

and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that WIN employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be WIN's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

This instrument shall be binding upon the Grantor, his heirs, personal representatives, successors and assigns, and incorporates all agreements and stipulations between the parties and that no prior representations or statements, verbal or written, shall modify, add to or change the terms hereof.

IN WITNESS WHEREOF, I/We have hereto set my/our hand(s) and seal this _____ day of June, 2020.

Grantor:

CITY OF GREEN BAY JOHN MUIR PARK

Name: Eric Genrich – Mayor

Signature: _____

Name: Kris A. Teske – Clerk

Signature: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of June, 2020, the above named

to me known to be the person who executed the foregoing instrument and acknowledged the same.

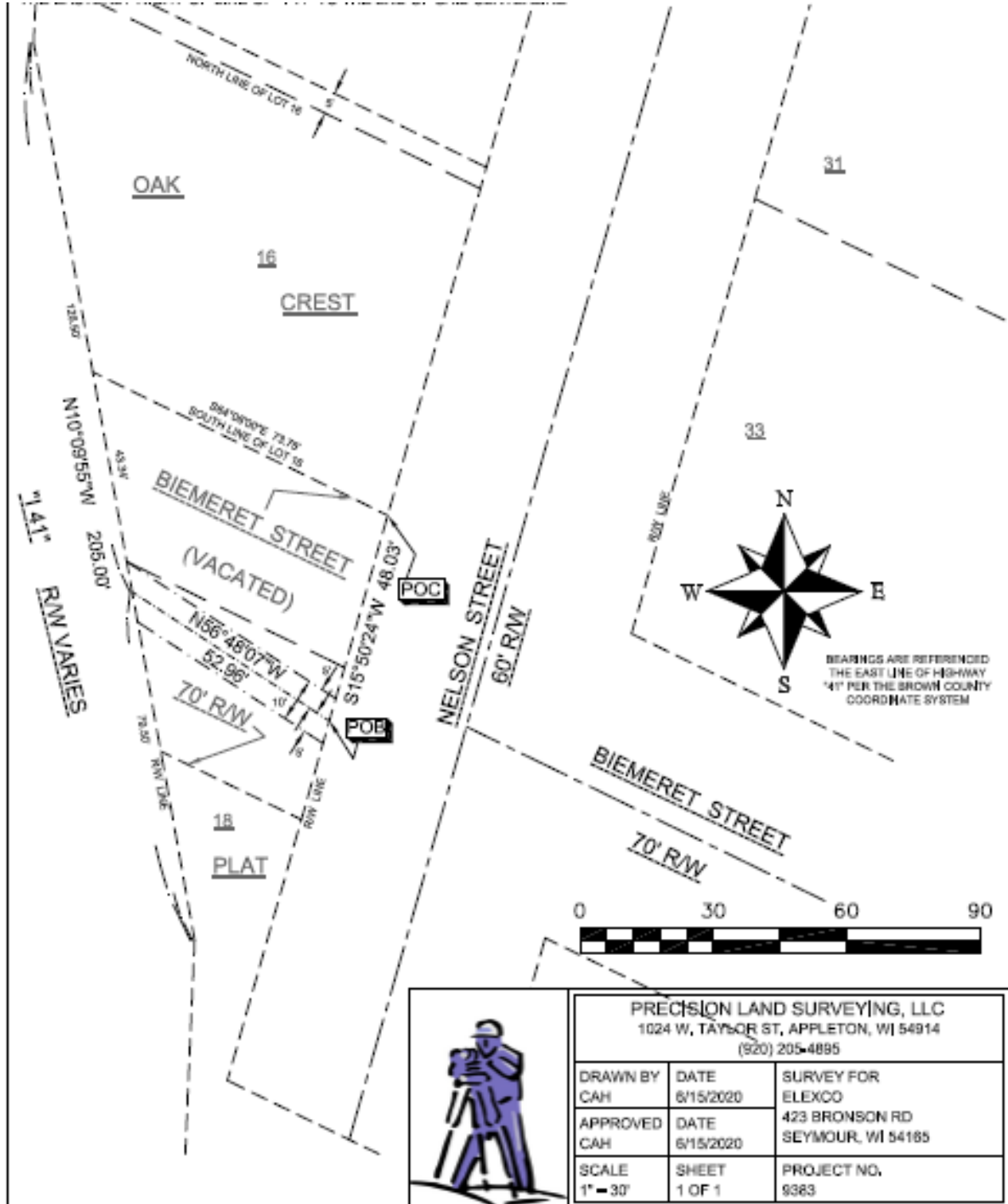
Notary Public, State of _____

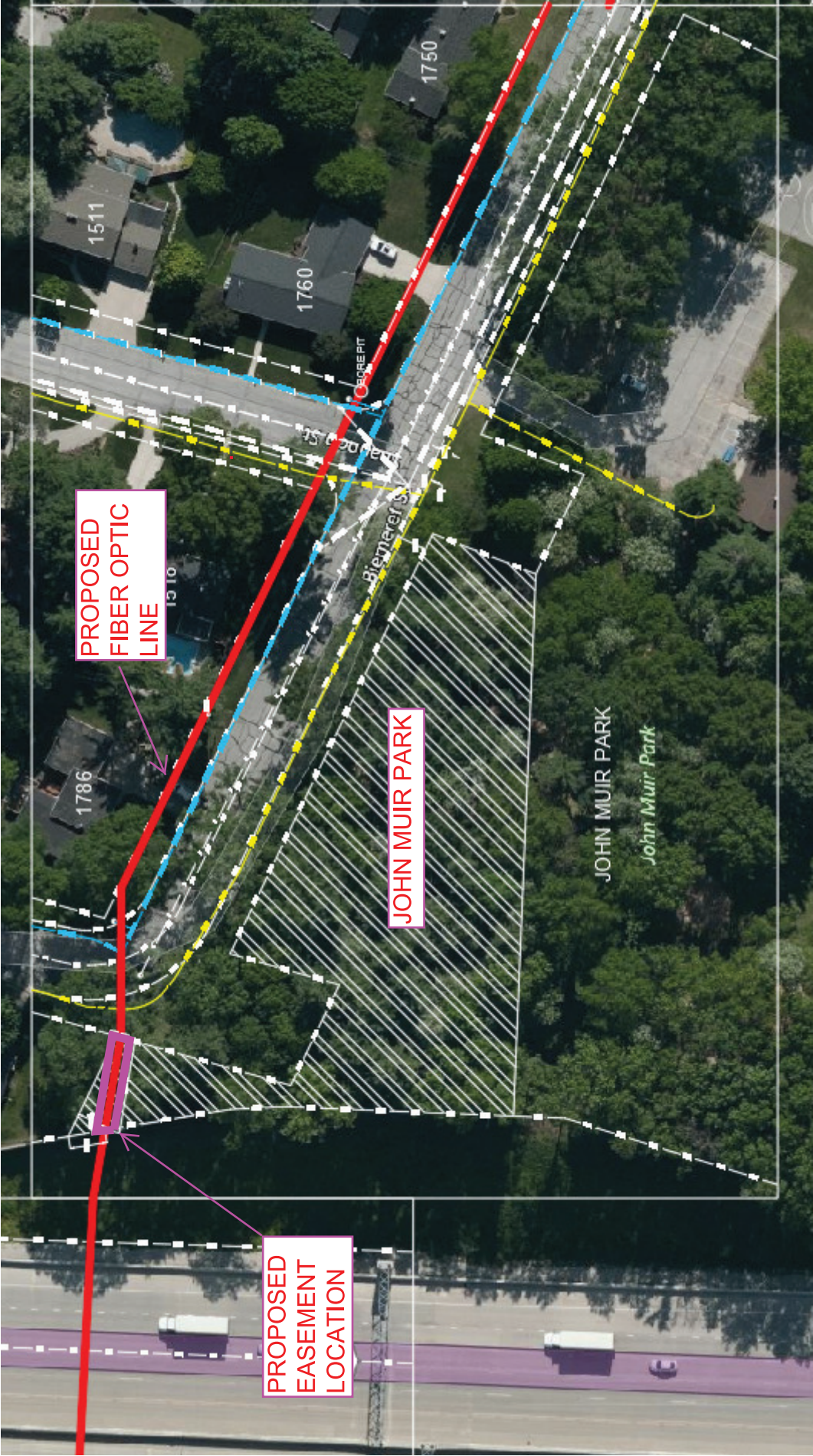
My Commission Expires: _____

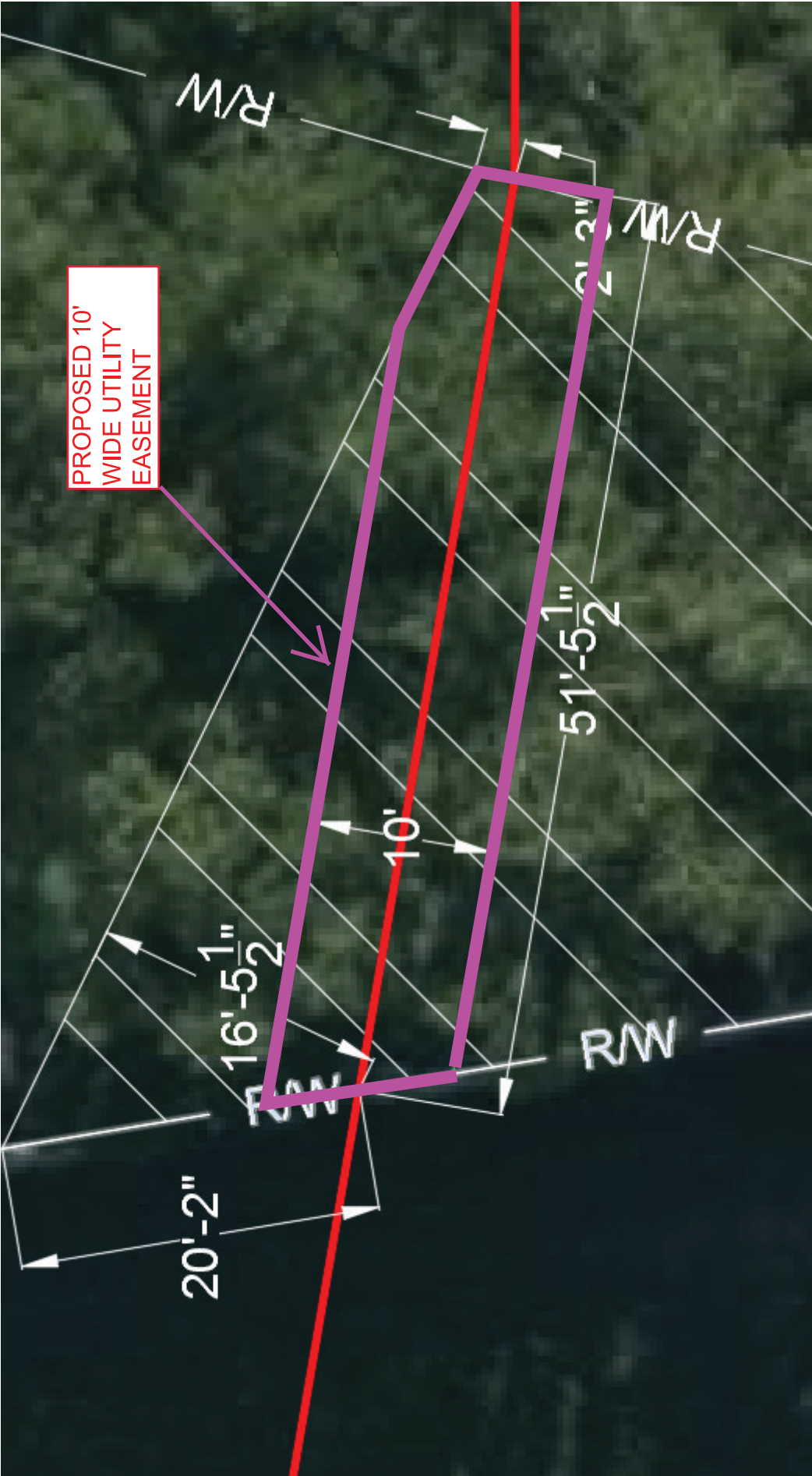
Exhibit "A" for WIN Easement

EASEMENT EXHIBIT

PART OF VACATED BIEMERET STREET, LOCATED IN OAK CREST PLAT, CITY OF GREEN BAY, IN PRIVATE CLAIM 11, BROWN COUNTY, WISCONSIN. FURTHER DESCRIBED AS FOLLOWS THE CENTERLINE OF 10 FOOT WIDE EASEMENT:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 16 OF SAID OAK CREST PLAT, THENCE S15°50'24"W, 48.03 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NELSON STREET TO THE POINT OF BEGINNING, THENCE N56°48'07"W, 52.96 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF "1.41" TO THE END OF SAID CENTERLINE







PROPOSED 10'
WIDE UTILITY
EASEMENT

20'-2"

16'-5 1/2"

10'

51'-5 1/2"

R/W

R/W

R/W

R/W

20'-3"



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # Q.6

To approve increasing the launch fees at the Metro Boat Launch on January 1, 2021 to \$60 for a seasonal pass, \$50 for a senior pass, \$6 for a daily pass, and \$75 for a commercial pass, contingent upon DePere, Wrightstown and Brown County adopting the same fee increase.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Joint Municipal Letter Proposing Fee Increase_6.2020
2. Boat Landing Fee Comparison_2020



DATE: 06/09/2020

TO: Brown County Board of Supervisors
City of Green Bay Common Council
City of De Pere Common Council
Village of Wrightstown Board

RE: Uniform Boat Launch Fee Increase Proposal for All Launches in Brown County in 2021

On June 8, 2020 a meeting was held between Travis Coenen, Wrightstown administrator; Marty Kosobucki, De Pere Parks, Recreation & Forestry director; Dan Ditscheit, Green Bay Parks, Recreation & Forestry director; and Matt Kriese, Brown County parks director, in regard to the uniform boat launch fee program. In 1989 the municipalities agreed to implement an annual/seasonal pass program where the launch users could purchase one pass and launch at multiple boat landing sites across the county, with Wrightstown added into this program around 2015 based on a jurisdictional transfer of the Wrightstown Boat Landing. This program has served users very well and is efficient for users knowing they may use the annual pass at all launches based on wave height and safety, wind direction or specific recreational activity.

Brown County maintains a segregated account, where the County acts as the program administrator, and makes a lump sum payment to all municipalities at the end of each fiscal year. The program includes eight (8) boat launch sites across the county and funding is divided annually based on an agreed percentage of use.

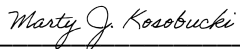
In 1989 the annual fee was \$20, in 1999 the annual fee was \$30 and around 2016 a senior discount was approved for \$30 with the regular pass increasing to \$35, while the daily pass remains at \$5. Based on comparable rates from other municipalities it is the recommendation of the undersigned directors to increase the annual/seasonal county-wide boat launch fee to the following rates commencing in 2021:

\$60 seasonal pass \$50 senior pass \$6 daily pass
\$75 commercial pass (i.e. contractors, boat dealers, fishing/hunting guides)

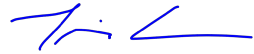
Increasing the fee will allow municipalities to use this funding specifically for the rising cost of boat landing operations and maintenance where use is increasing, and infrastructure needs are great.

Sincerely,


County Parks Director


De Pere Parks Director


Green Bay Parks Director


Wrightstown Administrator

2020 Annual and Daily Boat Launch Fee Comparison

Location:	# of launches	Daily	Annual	Senior Annual	Commercial Fee	2nd sticker	Notes
Brown Co	8	\$ 5	\$ 35	\$ 30	\$ 60	\$ 5	\$30 senior 62+
Geano Beach	1		\$ 50				private/one launch lane
Oconto Co	13	\$ 5	\$ 30				Primarily inland lakes
City of Shawano*	9		\$ 25	\$ 20			
Door Co	7	\$ 7	40-55			\$ 30	resident and non
Kewaunee Co	1	\$ 8	60-80				Lake Michigan pass (Algoma) resident and non
Kewaunee Co	1	\$ 8	45-65				Lake Michigan pass (kewaunee)resident and non
Winnebago Co*	8	\$ 7	\$ 35	\$ 30			non resident \$45
Lake Winnebago launches*			\$ 50				
Marinette	4	\$ 3	\$ 25				
Manitowoc Marina	1	\$ 6	\$ 60				
Milwaukee Co	4	6.75-15.50	64.50-155	55-105			based on boat size, 8 diff. fee schedules
Waukesha Co*	4	\$7-9	\$ 90				
City of Racine	1	\$8-18	65-145				8 diff. fee schedules
Racine Co	2	\$7-11	\$65-115				
Huron MI (out of state comp)			\$ 75				access to Lake Erie (comparable fishery)
Dane Co*	7	\$ 8	\$40-50	\$ 21			resident and non

*Comparisons not equal due to Great Lakes Access in Brown Co



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # R.I

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

- a. Legal Assistant (Claims) - Law
- b. Captain - Police
- c. Sergeant - Police

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 06.16.2020
2. Legal Assistant Schmeling
3. Capt position Request to Fill June 10
4. sgt position Request to Fill June 10

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Sarah Fidler
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: June 16, 2020

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2020 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Legal Assistant – Replacement position due to the resignation of Kendra Schmeling effective August 19, 2020. Salary range: \$19.96 – \$23.49 per hour.
- Police Captain – Replacement position due to the retirement of John Laux effective July 6, 2020. Salary range: \$77,064 – 90,646 per year.
- Sergeant – Possible new position and subsequent vacancy resulting from a lieutenant being promoted to captain, and an officer being promoted to sergeant. If a lieutenant is promoted, then the lieutenant position will not be replaced. Salary range: \$40.36 per hour.

**Position Fill Request
Justification Report
June 16, 2020**

Position Title: Legal Assistant

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

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

Kendra Schmeling is resigning effective August 19, 2020.

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

Yes, this position is included in the current budget at pay grade F (\$19.96-\$23.49/hour). The position works 30 hours/week.

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

The Legal Assistant (Claims) is primarily responsible for claims administration for general liability claims brought against the City, which includes ensuring claims are timely reviewed, communicating with claimants and departments, facilitating the investigation into the matter, assessing immunities for presentation to the claims committee, maintaining accurate record keeping in the event of litigation, and remaining up-to-date on changes in liability laws. In addition, the Legal Assistant handles matters related to auto-physical liability, and is the centralized information point for all insurance related matters. The Legal Assistant is also support staff for the Claims Committee.

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

This position reduces expenses by approximately \$5000, avoids future increases in third party administrator fees, and avoids overages should the number of claims exceed the anticipated 80 claims per year. In addition, CVMIC is no longer providing third party administrator services, so the savings are expected to be higher if we have to hire a private firm to handle these services.

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

Staffing in the law department consists of 4 attorneys, 1 paralegal, and 1 legal assistant. There is no duplication of workloads amongst staff and this position requires a specific skill set not shared by anyone else in the department.

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

The incumbent is performing these functions until her resignation date.

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

Claims administration, which is an essential service as failure to timely respond to claims results in unnecessary litigation against the City.

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

Claims administration must be outsourced. CVMIC provided a discounted rate of \$750 per claim, but has discontinued this service. As a result, the City will have to contract with a private third party administrator, which will increase the City's expenses by at least \$5000.

9. **Are there union issues?**

This is a non-union position.

10. **Other supporting comments.**

This position is an essential component to the daily function of the Law department.

**Position Fill Request
Justification Report
June 10, 2020**

Position Title: Captain of Police

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

 X Replacement Position Not a Replacement Position

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

Yes, the Green Bay Police Department budgets for four captain positions. Capt. Laux is retiring as of July 6th and we request to fill his position soon after

Police Captain - \$77,064 - \$90,646 annually

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

The position of Captain within the police department is a "command officer" that oversees lieutenants and sergeants within the structure of the police department. Captains assume all the roles and responsibilities of a police officer but have the supervisory authority of the lieutenants and sergeants. Having four captains provides the sustainability for growth, leadership and mentorship as the position of Captain is where the future commanders are pulled from

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

No, this position does not generate revenue. The position of Captain is considered an administrative employee and not subject to overtime and thus will save the department money.

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

The police department operates in a para-military structure. Captains are part of this structure and oversee the front line supervisors. The department's structure is designed to ensure accountability, current policies and procedures are being followed, and providing the best service we can to the residents of Green Bay.

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

Yes, there is a current Captain that is completing these duties and will be retiring July 6, 2020

- 7. What service would be reduced or eliminated if this position is not filled?**
If not filled, we would lose span of control within the supervisory ranks. We need the captain position to ensure the structure is upheld and the department has proper supervisory oversight.
- 8. What are the alternative methods and costs of accomplishing the work?**
N/A
- 9. Are there union issues?**
The Captain is an administrative employee and there are no union issues with it.
- 10. Other supporting comments.**

**Position Fill Request
Justification Report
June 10, 2020**

Position Title: Sergeant

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

 X Replacement Position Not a Replacement Position

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

The Green Bay Police Department budgets for ten sergeants. This position would be the 11th sergeant. However, the vacancy is being created due to a captain retiring, a lieutenant being promoted to captain, and the officer being promoted to sergeant. The city/department is saving money by promoting the officer to sergeant as there will not be a lieutenant promotion. We are decreasing the number of lieutenants and increasing the sergeants from 10 to 11.

Patrol Sergeant - \$40.36/hour

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

The position of Sergeant is a front line supervisor. Front line supervisors are the most important position in any law enforcement agency. They provide mentorship, leadership, ensure policies and procedures are followed, and most importantly ensure we are providing the best service (constitutional policing) to the residents of Green Bay.

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

No, this position does not generate revenue. By adding to the Sergeant ranks and not promoting a lieutenant, the city/department is saving money. It is cheaper to have a Sgt than a lieutenant. In addition, you get the supervisory oversight with the sergeant and the ability to handle calls for service. Whereas a lieutenant costs more and is not able to handle calls for service due to the collective bargaining agreement.

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

With supervisors retiring, we must maintain a span of control. The department has young officers that need leadership, mentorship and followership. Thus we need to have Sergeants on the patrol shifts to make sure the next generation of officers are working hard, doing things right, and ensure we are achieving the mission of the department.

- 6. If duties of position are presently being done, how are they done?**
There are currently ten sergeants on the five patrol shifts. They are completing the duties. This request is to add a sergeant to patrol and assign a lieutenant to another position.
- 7. What service would be reduced or eliminated if this position is not filled?**
If not filled, we would lengthen the span of control within the supervisory ranks. We need the sergeant position to ensure all officers are constitutionally policing and at the same time have more officers on the road to handle calls for service.
- 8. What are the alternative methods and costs of accomplishing the work?**
If the position is not filled, we will incur overtime as there are safety staffing numbers per the contract that require us to have so many officers and supervisors.
- 9. Are there union issues?**
No issues are foreseen. The sergeant position is outlined in the collective bargaining agreement with the city and the Green Bay Professional Police Association (GBPPA).
- 10. Other supporting comments.**



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # R.2

To approve as amended Chapter 23 FMLA, Section 2 to allow Emergency First Responders Paid Sick Leave to extend through September 30, 2020.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Amended Chapter 23 FMLA - FFCRA and Emergency First Responders Benefit E...



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~~September 30, 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
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.I

To remove the NO PARKING zone on the east side of Broadway from a point 10 feet north of Kellogg Street to a point 50 feet south of Kellogg Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 29, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.2

To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Broadway from a point 50 feet south of Kellogg Street to a point 175 feet south of Kellogg Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 29, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.3

To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Broadway from a point 205 feet south of Bond Street to a point 10 feet north of Kellogg Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 29, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.4

To establish and adopt by ordinance a NO PARKING zone on the east side of Broadway from a point 85 feet north of Kellogg Street to a point 70 feet south of Kellogg Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. E2 - N Broadway at Kellogg 1
2. E2 - N Broadway at Kellogg 2







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

MEETING DATE

June 29, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.5

To establish and adopt by ordinance a 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Broadway from a point 205 feet south of Bond Street to a point 85 feet north of Kellogg Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 29, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # S.6

To establish and adopt by ordinance a 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Broadway from a point 70 feet south of Kellogg Street to a point 175 feet south of Kellogg Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Polling Location	Wards	Polling Location Status
UWGB	1,2, and 3	NO
Christ of the Bay Lutheran Church	4 and 19	YES
Atonement Lutheran Church	5 and 8	NO
Fire Station #5	6 and 7	NO
Salvation Army Kroc Center	9 and 14	YES
St. Bernard Parish	10 and 18	YES
Central Assembly of God Church	11 and 12	YES
SS Peter and Paul Catholic	13 and 20	YES
First United Church of Christ		15 YES
Union Congregational Church of Chri		16 NO
Our Saviour Lutheran Church		17 NO
Green Bay Metro Transit Center	21 and 27	YES
Curative Connections	22 and 23	YES
Green Bay Labor Temple		24 YES
The Salvation Army		25 MAYBE
Neighborworks		26 YES
First Presbyterian Church	28 and 30	MAYBE
Trintiy Lutheran Church		29 YES
St. Joseph Church	31 and 34	YES
Redeemer Lutheran Church		32 YES
Calvary Lutheran Church	33 and 35	YES
Seventh- Day Adventist Church	36 and 37	YES
St. Paul's United Methodist Church		38 YES/MAYBE
Bethel Evangelical Lutheran Church		39 NO
St. Jude Church		40 YES
St. Elizabeth Ann Seton	41 and 45	NO
Living Hope Church	42 and 43	YES
Bridge Point Church		44 YES
Church of Christ		46 YES
Green Bay Botanical Gardens		47 NO

Polling Equipment	August Status	November Status
YES	YES	YES
YES	YES	YES
YES	YES	YES
NO		
YES	YES	MAYBE
YES	YES	YES
YES	YES	YES
NO	NO	MAYBE
YES		
YES		
YES		
YES	YES	YES
YES	YES	YES
YES	YES	YES
YES	MAYBE	MAYBE
YES	YES	YES
YES	MAYBE	MAYBE
YES	MAYBE	MAYBE
YES	YES	MAYBE
YES	YES	YES
LM	YES	YES
NO		
LM	YES	YES
LM	MAYBE	MAYBE
YES	YES	MAYBE
YES	NO	MAYBE
Will Check		YES
YES	YES	YES
YES		
NO	MAYBE	MAYBE



Report to the
Ad Hoc Committee on Elections
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # T.2

To receive and place on file identifying voters' responsibilities and the clerk's office sphere of control (May 28).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Ad Hoc Committee on Elections
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # T.3

To approve a letter to the Green Bay Area Public School Board formally requesting the board to add an agenda item which would consider the use of gyms at East, West, Southwest and Preble High Schools as polling locations, for this pandemic election year (June 4).

BACKGROUND

The use of two gyms, East and West High Schools, was especially useful during the April election. The gyms were wide-open areas which allowed for voters and poll workers to appropriately social distance and vote.

See the CDC's guidance on elections

<https://www.cdc.gov/coronavirus/2019-ncov/community/election-polling-locations.html>

WEC's guidance

<https://elections.wi.gov/node/6787>

RECOMMENDATION

To approve the attached letter to Green Bay Area Public School Board

FISCAL IMPACT

ATTACHMENTS

- I. 2020-06-04 Letter to GBAPS



Thursday, June 25, 2020

VIA US MAIL and EMAIL

Green Bay Area Public School Board
Dr. Michelle Langenfeld, Superintendent
Green Bay Area Public Schools
200 S. Broadway
Green Bay, WI 54303

Dear Superintendent Langenfeld and Board Members,

In May, 2020, the Green Bay City Council formed an Ad Hoc Committee on Elections to study ways in which the City can meet the challenges of conducting an election during a pandemic. There are two elections remaining for 2020, August 11th and November 3rd.

Voting is a right, fundamental to a healthy democracy. In Wisconsin, residents take those rights and responsibilities seriously and routinely vote in high numbers. The pandemic COVID-19 has presented challenges to our civic commitment, in that, during the time when we come together to vote, our health professionals encourage us to stay apart.

In the spring election, the Green Bay Area Public Schools graciously cooperated with the City of Green Bay to provide East and West High School gymnasiums for the purposes of voting. These locations worked very well to maintain social distancing for voters and poll workers alike.

We are in communication with our current polling locations, 31 in total, and already many of them have told us they are no longer available to us for the upcoming elections.

We write to respectfully ask that the Ad Hoc Committee on Elections' request for the use of four high schools for the August and November 2020 elections be placed on the June 15, 2020 school board agenda for your consideration. This decision needs to happen immediately, in order for us to meet election requirements. We are asking consideration for the August 11, 2020 and November 3, 2020 elections. We understand that this would cause disruption to preparations for the school year and school schedule, which is why we'd like to make our case before the entire board.

Thank you for your consideration.

Regards,

Ad Hoc Committee

Chair, Susan Smith; Members: Clerk Kris Teske, Alders Dorff and Wery, Professor Alison Staudinger, H. James Smet, Terri Racine, Karen Schley, and Chief of Staff Celestine Jeffreys

Contact: Celestine Jeffreys, celestine.jeffreys@greenbaywi.gov



Maintaining voter confidence. Enhancing the voter experience.

Purchase Proposal Quote

Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Price
Tabulation Hardware		
Model DS450 High Speed Digital Image Scanner:		
1	Model DS450 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Two (2) Standard 8GB Memory Devices)	\$51,450.00
1	Ballot Joggers	\$950.00
1	Standard 8GB Memory Device (Additional)	\$210.00
Election Services		
1	Implementation Services (Does not include Coding, Voice Files or Ballots)	\$1,700.00
X	DS450 Training	
1	Election On-Site Support	\$4,675.00
X	Equipment Installation	\$1,925.00
X	1 Year Hardware and Software Warranty	Included
Shipping & Other		
X	Shipping and Handling	\$750.00
Total Purchase Solution		\$61,660.00

Annual Post-Warranty License and Maintenance and Support Fees (Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)

Annual Post-Warranty Hardware Maintenance and Support Fees:		
1	HMA DS450 - Extended Warranty with Biennial Maintenance	\$1,895.00
Annual Post-Warranty Firmware License and Maintenance and Support Fees:		
1	Firmware License - DS450	\$1,575.00
Total Annual Post-Warranty License and Maintenance and Support Fees		\$3,470.00

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.

Equipment for Election 2020

PPE for poll workers	amount needed	\$/item	total	
surgical gowns				
hair nets				
face shields				
gloves				
hand sanitizer				
cough guards (portable)	94	\$ 99.00	\$ 9,306.00	each ward h
	94	\$ 189.00	\$ 17,766.00	
masks for voters				
pens				
santizing wipes				
paper towels				
santizing spray				

poll worker training	# of attendees	\$/class	total
course			
course			
course			

Election Equipment

	cost/item	total	
DS 450	\$ 61,000.00		
Ballot folder			
Electronic poll books			Package 1 · Package 2 ·

Polling locations

	cost/location	total
current loc.		
new locations		

Staff

election techs
DPW

has an 8 foot

- Badger B
- Badger B

Dear Kris:

Thank you for contacting the Wisconsin Elections Commission about Badger Books. Last year, we have been working with a third-party vendor for the procurement of the devices. I am copying I As it relates to the number of Badger Books per polling location, it somewhat depends on the number Should you have any other questions or concerns, please do not hesitate to contact me. Thank you

Sincerely,

Michelle R. Hawley

Staff Development Program Specialist

Wisconsin Elections Commission

Direct: (608) 261-2004

Help Desk: (608) 261-2028

Michelle.Hawley@wi.gov

<image003.png>

From: Kris Teske <Kris.Teske@greenbaywi.gov>

Sent: Tuesday, June 02, 2020 3:57 PM

To: Elections HelpDesk <elections@wisconsin.gov>

Subject: Badger Books

Hi,

Are these still the prices for Badger Books:

Package 1 – Badger Book with Integrated Column Printer • \$1826.00 per Badger Book station • \$22

Package 2 – Badger Book with Stand-Alone Printer • \$1853.00 per Badger Book station • \$193.00 p

Also, how many do you recommend per polling location.

Thank you,

Kris Teske, WCMC

Green Bay City Clerk

100 N. Jefferson St., Rm 106

Green Bay, WI 54301

920-448-3014

[<image001.png>](#)

Advertising

Geo-fencing	\$2,800 28 days
Posters	\$2,280 28 days

EDDM

From looking at the info we already have for where we already have wards assigned, I believe
5,6,7,8,13,15,16,17,19,20,25,28,30,33,35,36,37,38,39,40,41,42,43,45,46,47

Bay Beach Pavillion

Colburn

East Side Garage

Fisk Park

GBPD Garage

Joannes

Murphy Park

Perkins Park

Preble Park

Sears

Triangle Hill

West Side Garage

WLS

	Polling Location	Wards	Polling Location	Polling Equipment	August Status
1 y	UWGB	1,2, and 3	NO	YES	YES
2 y	Christ of the Bay Lutheran Church	4 and 19	YES	YES	YES
3 y	Atonement Lutheran Church	5 and 8	NO	YES	YES
4 nw	Fire Station #5	6 and 7	NO	NO	
5 nw	Salvation Army Kroc Center	9 and 14	YES	YES	YES
6 y	St. Bernard Parish	10 and 18	YES	YES	YES
7 y	Central Assembly of God Church	11 and 12	YES	YES	YES
8 n/c	SS Peter and Paul Catholic	13 and 20	YES	NO	NO
9 nw	First United Church of Christ		15 YES	YES	
10 nw	Union Congregational Church of C		16 NO	YES	
11 n/c	Our Saviour Lutheran Church		17 NO	YES	NO
12 y	Green Bay Metro Transit Center	21 and 27	YES	YES	YES
13 y	Curative Connections	22 and 23	YES	YES	YES
14 y	Green Bay Labor Temple		24 YES	YES	YES
15 n/c	The Salvation Army		25 MAYBE	YES	MAYBE
16 y	Neighborworks		26 YES	YES	YES
17 n/c	First Presbyterian Church	28 and 30	MAYBE	YES	MAYBE
18 n/c	Trintiy Lutheran Church		29 YES	YES	MAYBE
19 n/c	St. Joseph Church	31 and 34	YES	YES	YES
20 y	Redeemer Lutheran Church		32 YES	YES	YES
21 y	Calvary Lutheran Church	33 and 35	YES	LM	YES
22 nw	Seventh- Day Adventist Church	36 and 37	YES	NO	
23 y	St. Paul's United Methodist Church		38 YES/MAYBE	LM	YES
24 n/c	Bethel Evangelical Lutheran Church		39 NO	LM	MAYBE
25 n/c	St. Jude Church		40 YES	YES	YES
26 n/c	St. Elizabeth Ann Seton	41 and 45	NO	YES	NO
27 n/c	Living Hope Church	42 and 43	YES	Will Check	MAYBE
28 y	Bridge Point Church		44 YES	YES	YES
29 nw	Church of Christ		46 YES	YES	
30 n/c	Green Bay Botanical Gardens		47 NO	NO	MAYBE

13 yes

6 no word

11 either maybe or only one election

16

November Status

YES		
YES	orphan wards both elections	
YES		6
		7
MAYBE		9
YES		14
YES		13
MAYBE		20
		15
		16
NO		17
YES		25
YES		28
YES		30
MAYBE		29
YES		31
YES		34
MAYBE		36
MAYBE		37
YES		39
YES		40
		41
YES		45
MAYBE		42
MAYBE		43
MAYBE		46
YES		47
YES		
MAYBE		



Report to the
Ad Hoc Committee on Elections
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # T.14

To approve installing four drop boxes for mail-in absentee ballots (June 18).

BACKGROUND

Links to review billboard/posters encouraging voting

Billboards

<https://blog.clearchanneloutdoor.com/billboards-encourage-voter-action>

<https://news.utk.edu/2016/10/28/students-design-billboards-encourage-people-vote/>

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2020-06-18 Outreach Subcommittee Goals

We aim to insure access, equity, and inclusion for the August and November 2020 elections. Overall, we recommend that the City of Green Bay use CARES act and other funds to develop a coherent traditional and social media campaign to inform, encourage, and educate voters related to the four goals articulated below (see [Baltimorevotes.org](https://baltimorevotes.org) for an example), and that it reach out to diverse community groups for assistance in sharing these campaign and ensuring that all Green Bay citizens have the information and support they need to vote safely and with confidence.

Goal One: Increase absentee (by mail) voting for the August and November Elections

Subgoal	Possible Mechanisms	Committee//Council Action	City Staff Action	Refer to Community Groups
Increase absentee voting	Place secure dropboxes around the City (Universities, Grocery Stores, etc.) to collect absentee ballots.	Fund dropboxes	Select good places for dropboxes; install	
Increase knowledge about how to absentee vote, including recommended “send-by” dates by which ballots should be requested, requirements for requesting absentee ballots, and how to return an absentee ballot by mail, in person, or in a dropbox so that it is counted.	Create or adapt a simple and shareable postcard/social media post/flyer/billboard that can be shared in multiple ways. (or consider using a “pocket guide” or other tools from the Center for Civic Design: https://civicdesign.org/tool-kit-for-scaling-up-vbm/)	Fund advertising campaign	Share advertising campaign on social media; with community group such as neighborhood associations, facebook groups Commission and distribute physical mailers, flyers, etc. (perhaps via “Every Door Direct Mail”) Use geofencing or other social	

			media methods to reach voters.	
Ensure that shut-ins or other absentee voters who may live alone or without a qualified voter have access to witnesses.				Create a phonetree/group chat/facebook group of willing “witnesses” including members of Green Bay’s ethnic and racial minority communities; partner with social/community organizations Hold events or attend events with computers/scanners and/or absentee ballots (as well as voter registration materials).
Ensure that all voters have access to absentee voting and assistance in requesting it..			Ensure that language assistance for requesting or completing an absentee ballot is available.	Hold events or attend events with computers/scanners and/or absentee ballots (as well as voter registration materials).

Goal Two: Increase early in person absentee voting for the August and November Elections

Subgoal	Possible Mechanisms	Committee//Council Action	City Staff Action	Refer to Community Groups
Increase early in person absentee voting	Add additional hours for City Hall early voting Add additional locations (such as UWGB and NWTC) for early voting	Allocate Cares Act or other funding	If Cares funding emerges, negotiate with early voting polling locations; if not, focus on City Hall	
Increase knowledge about how to early in-person absentee vote, including requirements, time, locations (especially if additional polling locations are added or subtracted)	Create or adapt a simple and shareable postcard/social media post/flyer/billboard that can be shared in multiple ways.		a voting “hotline” or other dedicated staff who can answer questions or update social media with times/details for early voting.	
Ensure that all voters have access to early in person voting and assistance in accessing it.	Encourage or plan opportunities for faith communities, community groups, etc. to (safely) vote together as a group			Connect with community groups to suggest this possibility.

Goal Three: Increase voter trust and engagement by clearly communicating election plans and any change

Subgoal	Possible Mechanisms	Committee//Council Action	City Staff Action	Refer to Community Groups
Clear communication with media and social media	Create a google map with in-person voting			

about polling locations, and early in person voting.	centers and any ballot drop boxes			
Educate voters about Covid-19 voting (safety, PPE, procedures)		Clarify what PPE will be in place for poll workers/what safety measures will be in place for voters and fund if necessary (or use CARES act funding)	Press release? Create PSA video or arrange news story	
Provide transparency and reassurance that voting by mail is secure.	Educate voters on how to track their absentee ballot. (in future, develop civic tech app).		Create PSA video or arrange news story (show how VBM is counted?, show how to track ballot)	

Goal Four: Provide a civic experience for absentees, early in person, Covid-19 voting and and increase civic literacy and knowledge.

Subgoal	Possible Mechanisms	Committee//Council Action	City Staff Action	Refer to Community Groups
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Replicate the civic experience of in person voting	Provide or promote “I Voted” stickers, signs, or social media # or photo frames Use one branding for all voting related communications— Green Bay Votes! (or similar) Consider a “party at the mailbox” or other incentive for voting absentee.	Allocate Funds for Civic Engagement	Develop or adapt communications strategy with coherent branding. Apply for Grants for civic engagement/democracy enhancement Possible work for Democracy Fellow	Possible partner with COVO or other org for distribution.
Educate Green Bay voters broadly about Elections, government etc.			Possible work for Democracy Fellow	Covo and UWGB’s Center for Civic Engagement (re:education) partner on webinars? Connect with League of Women Voters, etc.



Report to the
Ad Hoc Committee on Elections
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # T.15

To approve scheduling the next two meetings for July 9 and July 23, 2020 (June 18).

BACKGROUND

Meeting less frequently will facilitate accomplishing tasks and goals.

Proposed schedule is:

July 2 and July 16
August 6 and August 20
September 3

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

2020 Election Calendar/Deadlines

25-Jun absentee ballots go out for August 11 election

1-Jul need to secure polling locations

13-Jul beginning of EIPAV at the clerk's office

11-Aug election day

Detail Summary of Projects Issued

5/1/2020 to 5/31/2020

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
100295	2991 SUSSEX RD..22-2025	CHAD R IMIG		\$1,322.84	\$245,000.00	Pending
	[01-101 - Single Family House, Detached] NEW SINGLE FAMILY HOME W/ATTACHED GARAGE -EC approval 3/18/20					
100589	1025 SPARTAN RD..21-8389	CHRIS C & CHRIS D PIERQUET		\$1,810.93	\$250,000.00	Pending
	[01-101 - Single Family House, Detached] SINGLE-STORY, TWO FAMILY DUPLEX WITH GARAGE					
100698	2209 HILLSIDE LN..21-1137	THOMAS J & PATTI J SHEA		\$1,297.69	\$250,000.00	Pending
	[01-101 - Single Family House, Detached] NEW SINGLE FAMILY HOME-ONE STORY DETACHED W/GARAGE AND THE DEMO OF EXISTING BURNED OUT HOUSE house will be flipped waiting for new plan and site plan they will need a curb cut permit now.					
100758	2055 BUCKTHORN TR..6H-4441	TYCORE BUILT LLC		\$1,582.71	\$260,000.00	Pending
	[01-101 - Single Family House, Detached] ONE STORY SINGLE FAMILY W/GARAGE					
100810	1601 SYMPHONY HEIGHTS..21-7332	JENNIFER M TILLIS		\$1,879.18	\$597,000.00	Pending
	[01-101 - Single Family House, Detached] ADDRESS WILL BE 1601 SYMPHONY DRIVE SINGLE FAMILY 2-STORY HOME W/ATTACHED GARAGE. Approved EC in drag file 5/22/20					
100644	2403 VAN BEEK RD..21-128-2	REALMAD HOLDINGS & INVESTMENTS LLC		\$350.00	\$600.00	Pending
	[02-434 - Single-Family Residential Building, Alteration] REMODEL BASEMENT BEAM AND FRONT PORCH					
100666	1765 DEBRA LN..21-820-M-40	SPLENDID PROPERTIES LLC		\$360.00	\$4,200.00	Pending
	[02-434 - Single-Family Residential Building, Alteration] Work done without a permit. Double fee.PER PAUL V. INSTRUCTIONS					
100707	1130 ELIZA ST..17-136	JULIE M BALZA		\$200.00	\$25,000.00	Pending
	[02-434 - Single-Family Residential Building, Alteration] BATHROOM ,LAUNDRY,MASTER BEDROOM CLOSET					
100713	879 ELMORE ST..5-1407	BAMSHAK & MAKAYLA DAGWER		\$50.00	\$5,000.00	Pending
	[02-434 - Single-Family Residential Building, Alteration] Minor renovations, mostly cosmetic. Windows, replaced tub and sink. Tearing down storage area. Will verify upon inspection. -owner doing work.					
100715	824 SHEA AV..18-119	TAYLOR & DAVE & BILL DOYLE		\$255.00	\$40,000.00	Pending
	[02-434 - Single-Family Residential Building, Alteration]					
100726	2957 BETH DR..21-3178	BETH MILLER		\$50.00	\$4,750.00	Pending
	[02-434 - Single-Family Residential Building, Alteration]					
100746	1396 BIEMERET ST..6-876	BARBARA J STEBER		\$150.00	\$15,400.00	Pending
	[02-434 - Single-Family Residential Building, Alteration] No structural					
100756	1372 VANDERBRAAK ST..21-1649	MARIA DEL CARMEN, ETAL		\$50.00	\$6,500.00	Pending
	[02-434 - Single-Family Residential Building, Alteration] Detached Garage - repair burnt studs, install new doors.					
100781	217 JACOB ST..21-1823	MARISSA MICHALKIEWICZ		\$125.00	\$14,562.00	Pending
	[02-434 - Single-Family Residential Building, Alteration]					
100807	1649 LANGLADE AV..6-1016	DAVID M DORN, ETAL		\$75.00	\$5,000.00	Pending

[02-434 - Single-Family Residential Building, Alteration] TO RAISE AND MAKE HIGHER GARAGE

100824	2201 MACCAUX DR..21-2144-M-1	MARLA C & JOSE S ANGELES CRUZ	\$75.00	\$10,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] REPAIR WALL THAT A CAR RAN INTO

100874	1667 DEBRA LN..21-1111-P-20	SILVIA & SAMUEL RUIZ MONRROY	\$200.00	\$1,500.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] ENTERTAINMENT ROOM IN BASEMENT

100882	1214-1216 SHADOW LN..1-2502	L & R LAMBEAU VIEW LLC	\$255.00	\$8,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration]

100915	329 S CLAY ST..14-1021	SHANNON J & AARON L KORGER	\$50.00	\$14,399.00	Pending
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[02-434 - Single-Family Residential Building, Alteration]

100952	2050 WEST POINT TERR..6H-1560	DANIEL TORRES	\$205.00	\$40,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration]

100953	1327 GRIGNON ST..17-593	KAANAN & ANNIE KRUEGER	\$75.00	\$1,500.00	Pending
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[02-434 - Single-Family Residential Building, Alteration]

100969	1428 S LOCUST ST..6-874	FOX RUSSELL J & JULIE A REVOCABLE TRUST	\$280.00	\$266,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration]

100983	2805 CLASSIC DR..22-2129	KAY M & GARY A CHRISTENS	\$294.04	\$43,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] REC ROOM TWO BEDROOMS AND A BATH

100993	479 HARVEST RD..21-7971	JULIE A POMASL	\$204.14	\$3,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] BEDROOM AND REC. ROOM

101002	2910 GRAND CYPRESS LN..22-2065	BARBARA PARMETER	\$420.50	\$15,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] BASEMENT FINISH WITH BEDROOMS,KITCHEN,BATH,AND REC ROOM

101021	1300 EDGEWOOD DR..21-3558	SHERRI M BUSTAMANTESALDANA	\$50.00	\$1,600.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] MUST ADD 2-2X10 HEADER

88780	3579 VAN LAANEN RD..22-58	BENJAMIN J BUEHLER	\$170.30	\$40,000.00	Pending
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[03-434 - Addition to Single-Multi Family Residential Units] garage addition the variance took five months the permit is being issue today 5/8/20

100984	725 LAVERNE DR..21-1111-D-129	ROSS S & ERIN M HEADLEY	\$305.00	\$85,000.00	Pending
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[03-434 - Addition to Single-Multi Family Residential Units]

100694	2622 UNIVERSITY AV..21-2465	DENNISONS INVESTMENTS LLC	\$190.00	\$5,000.00	Closed
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[10-434 - Multi-Family Residential Building Alteration]

99999	1601 N QUINCY ST..20-684-A	GREEN BAY PACKAGING INC	\$32,408.59	\$42,500,000.00	Pending
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[11-320 - Industrial buildings(factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)]

100124	3032 CURRY LN ..21-281	BROWN COUNTY JAIL & PUBLIC SAFETY	\$7,743.19	\$5,551,375.00	Pending
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[11-323 - hospital, institutional(hospitals, convalescent homes, clinics, orphanages, rest homes, sanitariums)]

87088	2145 UNIVERSITY AV..21-2208-4	UNIVERSITY SHELL LLC	\$770.00	\$0.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Canopy size reduction - removing 34' DOUBLE FEE - ELECTRICAL, PLUMBING and BUILDING - work done, no permit taken at time of liquor inspection.
*PAYMENT RECIEVED, UNK CONTRACTORS

100428	2448 UNIVERSITY AV..21-1251-A	UNIVERSITY AVENUE CENTER LLC	\$1,216.23	\$94,518.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] NAIL SALON AND SPA INSIDE UNFINISHED AREA OF STRIP MALL

100534	905 HARRISON ST ..18-647	GREEN BAY AREA PUBLIC SCHOOL DISTRICT JEFFERSON	\$3,283.80	\$1,300,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]

100598	915 LIME KILN RD..21-1359-1-7	DANIEL J & DAVID H LEFEVRE	\$810.00	\$10,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] DOULBE FEE.....GARAGE DOWN????4/22/2020 - PVC/PaulM

100648	1173 VELD AV..18-144	WS PROPERTY INVESTMENTS LLC	\$495.00	\$0.00	Closed
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Improving the first floor to a shell for a future tenant.

100673	2040 RADISSON ST..21-295-16	CANE BAY INVESTMENTS LLC	\$70.00	\$42,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Wind uplift repair

100674	320 S MILITARY AV..6-134-C	E & P PROPERTIES	\$280.00	\$0.00	Closed
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Interior DEMO work only at this time. Plans have been submitted for the remodel.

100687	320 S MILITARY AV..6-134-C	E & P PROPERTIES	\$13,437.84	\$0.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]

100689	1719 MAIN ST..21-2304	JETMIR MENA	\$510.00	\$35,610.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Part of a bigger project?

100706	2525 W MASON ST..6H-1112-D	LEGACY MINDED REAL ESTATE LLC	\$8,220.77	\$1,108,100.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]

100757	1623 CASS ST..21-1278-1	JM GREEN BAY LLC	\$360.00	\$6,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]

100762	621 E WALNUT ST..11-233	NITSCHKE JACKIE CENTER INC	\$290.00	\$15,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]

100834	2845 GREENBRIER RD..21-161-2	BAYCARE AURORA LLC	\$1,234.80	\$201,092.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Public Bathroom Alterations

100835	128 S BROADWAY..3-320	SLCRE LLC	\$220.00	\$2,500.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Changing to a roll up shutter

100938	1540 CAPITOL DR..6-2640	NEWCAP INC	\$290.00	\$8,500.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]

100978	715 S BROADWAY..2-100	PAUL D JACOB	\$290.00	\$23,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]

100145	3030 CURRY LN..21-281	BROWN COUNTY JAIL & PUBLIC SAFETY	\$12,165.00	\$7,200,000.00	Pending
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[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] Jail Addition

87044	1024 S ROOSEVELT ST..17-147	BRIAN T & MICHELLE L WELSCH	\$200.00	\$50,000.00	Pending
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[17-438 - New Garage or Carport] Variance for side setbacks and less than 50% pervious = APPROVED
- Midpoint height is 15.5 and overall is 21'

88984	3670 HUMBOLDT RD..21-401-1	ROBERT W HALBROOK	\$263.72	\$20,000.00	Pending
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[17-438 - New Garage or Carport] NEW GARAGE AND BREEZEWAY PERMIT ISSUED ON 5-15-20

100724	891 HOWARD ST..3-462	ADZ INVESTMENTS LLC	\$150.00	\$12,000.00	Pending
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[17-438 - New Garage or Carport] NEW GARAGE AND DRIVEWAY

100727	1811 ST. AGNES DR..6-2762 [17-438 - New Garage or Carport] 16X20 -No electrical	DONNA J & WILLIAM R WHITCOMB	\$100.00	\$9,000.00	Pending
100799	521 4th ST..2-195-1 [17-438 - New Garage or Carport] Detached garage / driveway	RICHARD H & BEVERLY E LENTZ	\$150.00	\$30,000.00	Pending
100852	1014 WIRTZ AV..2-784 [21-649 - Demolition of all Other Buildings or Structures]	LISA S BELLEAU	\$50.00	\$4,500.00	Pending
88826	1540 CAPITOL DR..6-2640 [22-328 - Shed, Yard Building] 8x12 prefab	NEWCAP INC	\$70.00	\$3,000.00	Pending
100198	2915-2917 FINGER RD..21-3179-3 [22-328 - Shed, Yard Building]	GREGORY B & STACY L FELTHEIM	\$125.00	\$12,000.00	Pending
100699	1280 MARIAN LN..1-2064 [22-328 - Shed, Yard Building] 10X12 PREFAB	ROBERT L & TINA M TIPPINS	\$50.00	\$5,000.00	Pending
100708	1141 STUART ST..14-977 [22-328 - Shed, Yard Building] 7'x10' SHED RUBBERMAID STORAGE SHED	TOMMY L MULLEN	\$50.00	\$1,400.00	Pending
100732	1135 APHRODITE RD..21-5207 [22-328 - Shed, Yard Building] 10x8 prefab	RYAN DUNNICK	\$50.00	\$1,500.00	Closed
100801	1293 KELLOGG ST..5-1692 [22-328 - Shed, Yard Building] 80 sf prefab	MAI MOUA THAO	\$50.00	\$800.00	Pending
100885	1326 14th AV..1-369 [22-328 - Shed, Yard Building] 10 x10 prefab	JANICE M & GARY A STOYCHOFF	\$50.00	\$1,500.00	Pending
100897	3125 CRUSADE LN..6H-3908 [22-328 - Shed, Yard Building] 8x10 prefab	KATHRYN A & CHRISTOFER J BERES	\$50.00	\$1,500.00	Closed
100912	3380 EDINBURGH RD..22-1575 [22-328 - Shed, Yard Building] 11'x16' SHED	MARY JO & CHRISTOPHER J PIRLOT	\$50.00	\$4,500.00	Pending
100937	1307 NELSON ST..6-2627 [22-328 - Shed, Yard Building] prefab 8x12	SAGE FIELDS LLC	\$50.00	\$2,594.00	Pending
100944	3100 N GOTHIC CIR..6H-4071 [22-328 - Shed, Yard Building] 10x8 prefab	JASON R & DEBRA K SALZWEDEL	\$50.00	\$2,500.00	Pending
100974	1230 SANDSTONE PL..6H-3038 [22-328 - Shed, Yard Building] -12x12 shed -Small concrete addtion to driveway	BRENNAN D SEELIGER	\$50.00	\$3,500.00	Pending
100977	2890 ANTLER TR..6H-3868 [22-328 - Shed, Yard Building]	ADAM T & NICOLE L CHOUINARD	\$50.00	\$7,750.00	Pending
100990	1946 EVERBREEZE RD..6H-1987 [22-328 - Shed, Yard Building] PREFAB 10X16	ONEIDA TRIBE OF INDIANS OF WISCONSIN	\$50.00	\$4,200.00	Pending
100544	362 MOON VALLEY DR..21-5017 [23-434 - Deck, Porch, Patio] RAMP ONTO EXISTING DECK IN BACK YARD	STEVEN J & RUTH A DAAVETILA	\$50.00	\$5,000.00	Pending

4/28/20 REMINDER EMAIL SENT TO CONTRACTOR TO SEND PAYMENT

100676	2547 WILDWOOD DR..21-2932 [23-434 - Deck, Porch, Patio] 22X22	TRACY J & MARK A DEBAUCHE	\$100.00	\$24,000.00	Pending
100685	390 SWISS HILL DR..21-82-22-1 [23-434 - Deck, Porch, Patio] 14x14	THOMAS C & SYLVIA M MADDEN	\$100.00	\$9,700.00	Pending
100712	1508 HILLCREST DR..6H-824-5 [23-434 - Deck, Porch, Patio] concrete patio	JANE R & KEVIN R LINCOLN	\$50.00	\$2,700.00	Closed
100728	1713 10th AV..1-1210 [23-434 - Deck, Porch, Patio]	NANCY A CLIFFORD	\$50.00	\$4,360.00	Pending
100729	1819 BEECH TREE DR..6H-2087 [23-434 - Deck, Porch, Patio]	SHAUNNA H & BRANDON L BRUNETTE	\$50.00	\$4,600.00	Pending
100743	1831 JUNIPER DR..21-3210 [23-434 - Deck, Porch, Patio] Diamond Piers	BROOKE-LYN & MARCUS WARREN	\$100.00	\$17,000.00	Pending
100792	2566 INDIAN HILL DR..6H-1051-3 [23-434 - Deck, Porch, Patio] 12x20 with lower patio	DANIEL R & TERI L K DRELLA	\$100.00	\$3,300.00	Pending
100795	324 VAN CASTER DR..21-5768 [23-434 - Deck, Porch, Patio] 12'x40' DECK IN REAR YARD	MARY L & RANDALL H FRAILING	\$100.00	\$34,434.00	Pending
100797	306 N VAN BUREN ST..9-159 [23-434 - Deck, Porch, Patio] EXPANSION OF EXISTING PATIO	TIONA L TERRY, ETAL	\$70.00	\$600.00	Pending
100866	507 SILVER SPRING DR..6-2859-7 [23-434 - Deck, Porch, Patio] 13x 12	DENISE L MALMBERG	\$100.00	\$8,087.00	Pending
100867	513 SILVER SPRING DR..6-2859-4 [23-434 - Deck, Porch, Patio] 12x13	MARY JO ROD	\$100.00	\$8,210.00	Pending
100868	521 SILVER SPRING DR..6-2859-3 [23-434 - Deck, Porch, Patio] 12x13	ANDERSON PAMELA H REVOCABLE TRUST	\$100.00	\$8,935.00	Pending
100932	1511 FARLIN AV..19-25-1 [23-434 - Deck, Porch, Patio] PATIO BEHIND THE GARAGE	SARAH J RIVERA	\$50.00	\$3,000.00	Pending
100957	3516 CHURCH RD..22-2033 [23-434 - Deck, Porch, Patio] 12'x12' REAR DECK	CARL A & JUDITH A MATHU	\$100.00	\$8,000.00	Pending
100958	800 11th AV..2-488 [23-434 - Deck, Porch, Patio] Per complaint 113713, already built.,	DONNA J PATSKE	\$50.00	\$200.00	Pending
100962	228 S BUCHANAN ST..3-1063 [23-434 - Deck, Porch, Patio] 10 x 6 but behind existing setback of street.	KRYSTAL L DREWRY	\$100.00	\$700.00	Pending
100963	1625 HAROLD ST..19-458 [23-434 - Deck, Porch, Patio] 12'X12' GAZEBO	ANAI TALINGO	\$100.00	\$3,500.00	Pending
100973	1717 11th AV..1-1257 [23-434 - Deck, Porch, Patio] 13x16	SEAN BERENDES	\$50.00	\$2,700.00	Pending
100985	3021 NICOLET DR..22-132	PATRICK R & SKYLA R LORITZ	\$93.40	\$3,000.00	Pending

[23-434 - Deck, Porch, Patio]

100681	2546 HILLSIDE LN..21-520	DONALD W & MARIE E PANKO	\$150.00	\$2,700.00	Pending
[25-329 - Swimming Pool]					
100737	3125 CRUSADE LN..6H-3908	KATHRYN A & CHRISTOFER J BERES	\$50.00	\$500.00	Closed
[25-329 - Swimming Pool] 48" high with fenced in yard					
100755	3168 SITKA ST..21-8084	ERIC M & CATHERINE M STANCZAK	\$175.00	\$11,000.00	Pending
[25-329 - Swimming Pool] 21x52					
100888	3496 EDINBURGH RD..22-1818	JOHN S & LAURA M BURSA	\$225.00	\$10,000.00	Pending
[25-329 - Swimming Pool] 24' DIA. 52" HIGH POOL WITH DECK					
100959	2769 YORKTOWN DR..6H-3522	DONALD J & MELISSA J HEARN	\$100.00	\$5,300.00	Pending
[25-329 - Swimming Pool] 52" high above ground					
100986	437 KRISTY LEE CT..21-8203	KELLY R & CARLOS HARO	\$175.00	\$28,000.00	Pending
[25-329 - Swimming Pool]					
100688	1325 WILLOW CREEK PARKWAY..21-7646	PATRICK J & LORI A STASZAK	\$50.00	\$2,000.00	Pending
[26-*** - Fireplace, Chimney] OUTDOOR FIREPLACE					
100779	725 LAVERNE DR..21-1111-D-129	ROSS S & ERIN M HEADLEY	\$175.00	\$4,000.00	Pending
[26-*** - Fireplace, Chimney]					
100686	836 MEACHAM ST..2-1307	ELIZABETH M SLADE	\$50.00	\$4,320.00	Closed
[28-434 - Foundation Repair] Foundation repair					
100725	1446 EMILIE ST..17-632	TYLER S & KASARAH A HAMMERSENG	\$50.00	\$4,403.00	Pending
[28-434 - Foundation Repair]					
100826	1465 HARVEY ST..19-564	GEORGIANNA T BRUNETTE	\$50.00	\$8,400.00	Pending
[28-434 - Foundation Repair] FOUNDATION REPAIR					
100877	2688 FINGER RD..21-118-2	GEORGE F STODOLA	\$50.00	\$140,000.00	Closed
[28-434 - Foundation Repair] FOUNDATION REPAIR					
100823	314 S BAIRD ST..14-1438	GREEN BAY AREA PUBLIC SCHOOL DISTRICT WASHINGTON	\$275.00	\$353,490.00	Pending
[33-*** - Roofing] Roof areas, 4.5.11 and 16					
100825	520 DOUSMAN ST..5-603	GREEN BAY AREA PUBLIC SCHOOL DISTRICT FT HOWARD	\$211.00	\$179,000.00	Pending
[33-*** - Roofing] Roof areas 5,6,7,8					
100752	2765 CANYON BLUFF RD..21-4825	ROGER W & DIANE M BENOIT	\$50.00	\$1,500.00	Closed
[34-*** - Window, Door, Replacement] For bedroom.					
100786	1709 WESTFIELD AV..6-2335	TYLER J BAUER, ETAL	\$50.00	\$1,400.00	Pending
[34-*** - Window, Door, Replacement] Bedroom in basement					
100945	1905-1907 STRAWBERRY LN..6H-1508-M-1	WENDY L & MICHELLE L & MICHAEL T DUFEK	\$50.00	\$3,000.00	Pending
[34-*** - Window, Door, Replacement]					
100595	802 KELLOGG ST..5-1476	CAILLEO PROPERTIES LLC	\$50.00	\$4,000.00	Pending

[35-*** - Driveway Expansion]

100684	563 MASTERS LN..21-4133	AMANDA C KWIATKOWSKI	\$50.00	\$2,800.00	Pending
[35-*** - Driveway Expansion] DRIVEWAY					
100719	305 S HENRY ST..21-1860-2	ROSA M ESTUPINAN	\$50.00	\$3,000.00	Closed
[35-*** - Driveway Expansion] NO ROW WORK -exact replacement.					
100754	1122 WESTERN AV..3-1251	RICARDO SANCHEZCRUZ, ETAL	\$50.00	\$1,000.00	Pending
[35-*** - Driveway Expansion] ALONG HOUSE					
100798	2424 NEWBERRY AV..21-3913	KATHRYN D & JEFFREY A ORLOWSKI	\$50.00	\$6,300.00	Pending
[35-*** - Driveway Expansion] DRIVEWAY EXPANSION					
100800	809 WILSON AV..18-396	RAUL & LINDA LINARES	\$50.00	\$3,365.00	Pending
[35-*** - Driveway Expansion]					
100805	1575 ELLIS ST..19-216	BROWN COUNTY INVESTMENTS LLC	\$50.00	\$1,200.00	Pending
[35-*** - Driveway Expansion]					
100806	1704 KENNEDY DR..6-2720	WILLIAM J & PEGGY M BRIDGER	\$50.00	\$4,000.00	Pending
[35-*** - Driveway Expansion] 45' x 18' existing driveway replacment					
100849	235 REIMER AV..21-1714-C-12	MARIO MENDOZA	\$50.00	\$3,500.00	Pending
[35-*** - Driveway Expansion] DRIVEWAY EXPANSION					
100862	1427 ROCKDALE ST..6-868	DEBRA A & THOMAS L AMBROSIOUS	\$50.00	\$7,000.00	Pending
[35-*** - Driveway Expansion] and sidewalk/row. Baeten on approved ROW list.					
100929	1233 MATHER ST..5-1315-D	HANSON DOUGLAS P REVOCABLE TRUST	\$50.00	\$9,748.00	Closed
[35-*** - Driveway Expansion] per complaint 114025					
100954	2618 FORESTVILLE DR..6H-1773	CARIE L & ALAN J LOHMAN	\$50.00	\$4,000.00	Pending
[35-*** - Driveway Expansion]					
100956	500 E EAGLE TERR..6H-3133	RANDAL J & ANNE M BUTTKE	\$50.00	\$1,200.00	Pending
[35-*** - Driveway Expansion] Expansion along garage.					
100966	908 9th ST..1-676	JAMES & SUSZANNE FOX	\$50.00	\$3,131.00	Pending
[35-*** - Driveway Expansion] Per complaint 114060					
101007	121 ALPINE DR..21-54-6	CHRISTINE A & PATRICK W GAULKE	\$50.00	\$6,000.00	Pending
[35-*** - Driveway Expansion] enlarge front side walk/ patio, new garage floor, replace driveway and apron, and rear patio					
101008	1023 N CHESTNUT AV..18-524	LOREEN C NELSON	\$50.00	\$2,800.00	Pending
[35-*** - Driveway Expansion] EXACT REPLACEMENT					
101028	923 VENUS DR..21-4303	DONALD J & CATHIE I SECOR	\$50.00	\$5,700.00	Pending
[35-*** - Driveway Expansion]					
100645	920 RUFFED GROUSE ST..21-4205	FAITH & IAN AINSWORTH	\$50.00	\$1,900.00	Pending
[36-*** - Fence] ADD 184' OF FENCE 6' HIGH WOOD					
100697	1020 CHANTEL ST..6-2061	DANTE M KRIESCHER	\$50.00	\$1,475.00	Pending

[36-*** - Fence] 4' chainlink

100700	2506 FORESTVILLE DR..6H-1932	WENDY & JAMES DELVOYE	\$50.00	\$7,100.00	Closed
[36-*** - Fence] 6' BACKYARD FENCE					
100702	122 S MAPLE AV..3-79	PEGGY L HILGENBERG	\$50.00	\$2,300.00	Pending
[36-*** - Fence] ACROSS DRIVEWAY WITH COLUMNS					
100709	901 CEDARVIEW CT..21-1111-D-240	SCOTT J & DAWN V DEGROOT	\$50.00	\$2,049.00	Pending
[36-*** - Fence] 4' chainlink in rear					
100711	1510 DOUSMAN ST..6-91-A	RAYMOND GARCIA	\$50.00	\$2,578.00	Pending
[36-*** - Fence] 4' chainlink					
100714	1255 N LOCUST ST..6-1672	ANNA L & JOSEPH LEITERMAN	\$50.00	\$4,500.00	Pending
[36-*** - Fence] 6' FENCE IN BACKYARD					
100717	477 DEMI LN..21-7359	KIRK E LAUTERBACK	\$50.00	\$5,976.00	Closed
[36-*** - Fence] 6' wood fence					
100718	1615 ACORN DR..6H-1675	JOHN E & JULIE FITZGERALD, ETAL	\$50.00	\$1,539.00	Closed
[36-*** - Fence] CHANINLINK FENCE					
100720	304 S CHESTNUT AV..3-600	MATTHEW K DEMUTH	\$50.00	\$4,050.00	Pending
[36-*** - Fence] 6' WOOD ALONG LEFT SIDE(*115')					
100736	309 S OAKLAND AV..3-626	SUSAN B LISCH	\$50.00	\$800.00	Pending
[36-*** - Fence] 6' wood fence in rear and side					
100738	2628 VICKI LN..21-4545	STEVEN J & HEIDI L HERRALA	\$50.00	\$500.00	Pending
[36-*** - Fence] 4' high wood					
100740	1237 9th ST..1-425-A	ROBERT W & RAQUEL LOGEMANN	\$50.00	\$8,000.00	Pending
[36-*** - Fence] Prefab shed 7.5' x 7.5 -wood fence 6'					
100741	1414 EMILIE ST..17-640	RYAN E KILDOW	\$50.00	\$6,000.00	Pending
[36-*** - Fence] Side and rear, chainlink.					
100742	840 HOWARD ST..3-162	JUAN J MENDOZA	\$50.00	\$2,000.00	Pending
[36-*** - Fence] Fence around side and rear. 3' in front setback, 6' in rear and rear sides setbacks.					
100745	147 LAU ST..21-1726	MICHAEL J & KATHRYN M PARINS	\$50.00	\$1,200.00	Pending
[36-*** - Fence] 120' of 6' wood fence in backyard					
100750	1827 DEBRA LN..21-820-M-30	JUAN M ORTIZ, ETAL	\$50.00	\$1,100.00	Pending
[36-*** - Fence] 6' wood fence in rear					
100751	2013 FERN LN..21-2475-D-11	RICHARD B & SANDRA J NOTZ	\$50.00	\$4,800.00	Pending
[36-*** - Fence] 3' solid in front setback, 6' in rear.					
100761	1611 DELORES ST..1-2345	MITCHELL L & JENNY L DEBAUCHE	\$50.00	\$3,800.00	Closed
[36-*** - Fence] 6' wood in side and rear					
100764	1394 DOUSMAN ST..6-85-2	JOSEPH D SHERWOOD	\$50.00	\$7,900.00	Pending
[36-*** - Fence] 6' VINYL ALONG REAR SIDES					

100765	2643 GARDEN MEADOWS CT..21-6270-53 [36-*** - Fence] 6' vinyl fence in rear.	SUSAN A BOEHM	\$50.00	\$4,500.00	Pending
100767	1207 RICHARDINE CT..6-2221 [36-*** - Fence] 6' TALL FENCE ALONG REAR WITH TWO GATES	VA N YANG	\$50.00	\$1,500.00	Closed
100782	2815 NICOLET DR..22-139 [36-*** - Fence]	SANDRA J EWALD	\$50.00	\$2,661.00	Pending
100790	405 S LOCUST ST..6-113-C-9 [36-*** - Fence] 5' white vinyl fence -corner lot setbacks	CYNTHIA L & MICHAEL J SKALESKI	\$50.00	\$4,670.00	Pending
100791	517 VROMAN ST..5-243 [36-*** - Fence] 60' of 6' high fence on side	ROBERT J JAHNKE	\$50.00	\$950.00	Pending
100796	2571 HILLSIDE LN..21-4383 [36-*** - Fence] FENCE INSTALLED IN BACK YARD SIDE	JENNIFER L & JUSTIN L FAUCETT	\$50.00	\$1,096.00	Pending
100804	1798 CHATEAU DR..6-1539 [36-*** - Fence] 6' vinyl fence IN REAR	KENNETH L & SALLY J VANSTRATEN	\$50.00	\$5,300.00	Pending
100809	875 LANGLADE AV..1-1433 [36-*** - Fence] NO ROW WORK- 6' fence along sides and rear. NO 6' in front of house,	CARLOS I CENDEJASDIAZ	\$50.00	\$10,000.00	Pending
100817	1201 13th AV..1-711 [36-*** - Fence] 6' WOOD ALONG REAR AND SIDES.	XOCHIL GALVAN	\$50.00	\$1,500.00	Pending
100818	1525 S RIDGE RD..1-1405-D [36-*** - Fence] 4' chainlink	LUKE A & LIBBY MARIA LYN GAGNON	\$50.00	\$700.00	Pending
100828	140 COLT CT..21-3655 [36-*** - Fence]	ARTHUR G & ELISE M P CONRAD	\$50.00	\$4,500.00	Pending
100829	2410 MANITOWOC RD..21-3294 [36-*** - Fence] 6' high white vinyl fence	KIM M & THOMAS J MCCARRELL	\$50.00	\$9,644.00	Pending
100830	1421 EMILIE ST..17-694 [36-*** - Fence]	JASON W & HEATHER J THOMPSON	\$50.00	\$1,500.00	Pending
100831	1281 KELLOGG ST..5-1333-B [36-*** - Fence] 6' vinyl fence along side. 3' in front setback	JEAN M & BRIAN D FONTAINE	\$50.00	\$5,000.00	Pending
100832	971 VICTORY BLVD..1-1313 [36-*** - Fence] 128 ' of fence 6' vinyl along rear and side.	KYLE A WESNER	\$50.00	\$5,000.00	Closed
100833	1121 LANGLADE AV..1-1392 [36-*** - Fence] 6' ALONG SIDE OF PROPERTY AND 4' (50%) IN FRONT SETBACK.	NANCY L GIESLER	\$50.00	\$3,434.00	Pending
100836	1505 BEAUCHAMP ST..1-2545 [36-*** - Fence] Along east and south lot lines. 4' high	CAROL J & CRAIG A PAAP	\$50.00	\$2,000.00	Pending
100837	1223 10th AV..1-183 [36-*** - Fence] 6' tall wood cedar along sides and rear	SHANE M ALGER	\$50.00	\$1,600.00	Pending
100838	200 ELK CT..21-1176-C-12	HALE JOHN M & MARIANTHE P REVOCABLE TRUST	\$50.00	\$4,044.00	Pending

[36-*** - Fence] REPLACE OLD FENCE

100839	444 MCAULIFFE HEIGHTS TR..21-7242	CYNTHIA L & THOMAS A VANESS	\$50.00	\$10,000.00	Closed
[36-*** - Fence] 6' HIGH VINYL FENCE					
100840	2552 VAN BEEK RD..21-4726	BRENDA STOHR	\$50.00	\$2,700.00	Closed
[36-*** - Fence] 6' CEDAR FENCE					
100848	3495 EDINBURGH RD..22-1588-128	TILLO KATHRYN M REVOCABLE LIVING TRUST	\$50.00	\$14,516.00	Pending
[36-*** - Fence] cedar wood fence					
100861	1217 11th AV..1-197	MELISSA M PEETERS	\$50.00	\$1,250.00	Pending
[36-*** - Fence] 4' CHAINLINK					
100865	1354 WESTERN AV..3-813-A	ASHLEY ELLIOTT	\$50.00	\$4,000.00	Pending
[36-*** - Fence] Along side and rear. 6' cedar					
100880	1187 BOND ST..5-1311-A-1	CODIE J BURMEISTER, ETAL	\$50.00	\$1,000.00	Pending
[36-*** - Fence] 6' in side and rear					
100884	217 S BUCHANAN ST..3-1175-P	DJE PROPERTIES LLC	\$50.00	\$2,200.00	Pending
[36-*** - Fence] 127' chainlink.					
100913	2443 CREST LN..21-3750	SHANNON J & AARON L KORGER	\$50.00	\$14,399.00	Pending
[36-*** - Fence] 6' HIGH VINLY FENCE					
100920	3325 BEACH LN..22-1238	WILLIAM T & MARIE F HARDER	\$50.00	\$5,900.00	Pending
[36-*** - Fence]					
100935	811 EDGEWOOD DR..21-4629	ALEXANDER H & KAITLYN J RAJALA	\$50.00	\$4,000.00	Pending
[36-*** - Fence] 6' WOOD FENCE BACK YARD					
100939	2077 IRONWOOD DR..6H-3668	DAVID A & BRIDGET L JOHNSON	\$50.00	\$1,500.00	Pending
[36-*** - Fence] 6' WOOD IN REAR					
100941	609 COLUMBIA AV..5-766	CYNTHIA L COYNE	\$50.00	\$3,800.00	Pending
[36-*** - Fence] 5' pine around rear/ side yards					
100942	1032 DOUSMAN ST..5-1170	JACOB T & PAJIC LUECKE	\$50.00	\$2,330.00	Pending
[36-*** - Fence] 100' of chainlink along sides.					
100949	911 ROY AV..18-1398	TRACIE L BEEKMAN	\$50.00	\$3,200.00	Pending
[36-*** - Fence] 6' fence					
100950	3319 BEACH LN..22-1240	KATIE L PETERSON	\$50.00	\$1,300.00	Pending
[36-*** - Fence]					
100951	2557 ST. STEVEN CT..6H-2231	MELISSA S & SAMUEL J BARTELS	\$50.00	\$4,000.00	Pending
[36-*** - Fence] 6' woodfence along side					
100960	2646 WILDFLOWER ROW..21-6269	ANALILIA SIERRA RUIZ	\$50.00	\$3,500.00	Pending
[36-*** - Fence]					
100968	1355 ELIZA ST..17-529	MICHAEL L & PAULA M WINTER	\$50.00	\$2,700.00	Pending
[36-*** - Fence]					

100975	3076 ST. GREGORY DR..21-1111-D-306 [36-*** - Fence]	KATIE M & JOEL B NEUMANN	\$50.00	\$5,025.00	Pending
100976	1627 CROOKS ST..21-1521 [36-*** - Fence] 4' HIGH FENCE	JACOB A GOEBEL	\$50.00	\$600.00	Pending
100988	1208 SHADOW LN..1-2503 [36-*** - Fence] 6' vinyl along side	CARRIE A & CHRISTOPHER P MANOS	\$50.00	\$3,133.00	Pending
100999	1601 BRIQUELET ST..6-1445 [36-*** - Fence] Along sides and rear, 6' cedar	KATY D TOMLANOVICH	\$50.00	\$8,500.00	Pending
101000	420 CASS ST..15-62 [36-*** - Fence] wood 6' fence	ANDREW J MCKEEFREY	\$50.00	\$1,700.00	Pending
101003	3489 YORKSHIRE DR..22-1588-102 [36-*** - Fence] 6' HIGH VINYL FENCE	ROBERT W HOWE, ETAL	\$50.00	\$3,292.00	Pending
101009	1505 9th ST..6-1274 [36-*** - Fence] FENCE AROUND BACK YARD	CYNTHIA L DEBAUCHE	\$50.00	\$2,000.00	Pending
101010	924 LANGLADE AV..1-339 [36-*** - Fence] 206' fo wood fence along sides and rear.	SARAH S & CASEY J ALGERFESER	\$50.00	\$1,700.00	Pending
101011	1008 DAY ST..7-39 [36-*** - Fence] VINYL 6' FENCE	TONI M FRITZ	\$50.00	\$1,400.00	Pending
101012	2665 ST. ANN DR..21-6113 [36-*** - Fence] 6' HIGH VINYL FENCE	KIMBERLY M KOSMOSKI	\$50.00	\$7,446.29	Pending
100186	800 WEISE ST..20-320 [37-329 - Signs] Revamped signage	GREEN BAY PACKAGING INC	\$272.40	\$0.00	Pending
100219	520 N BROADWAY, SUITE 390 ..5-1757 [37-329 - Signs] Proposed Wall Sign	DDL HOLDINGS LLC	\$186.00	\$5,600.00	Pending
100667	2448 UNIVERSITY AV..21-1251-A [37-329 - Signs]	UNIVERSITY AVENUE CENTER LLC	\$126.69	\$7,025.00	Pending
100669	807 DAY ST..7-268 [37-329 - Signs] Proposed Wall Signs	NORTHERN PAPER MILLS CREDIT UNION	\$126.80	\$0.00	Pending
100479	1327 CEDAR ST..8-336 [40-*** - Sanitary Sewers] REPLACE 4" SANITARY SEWER/WATER FROM IN HOME TO SIDEWALK	KIM LARSCHIED, ETAL	\$30.00	\$5,500.00	Closed
100917	1032 BAY BEACH RD..20-694 [40-*** - Sanitary Sewers] REPAIR SANITARY SEWER LATERAL ON PRIVATE PROPERTY	MCDONALD LUMBER CO	\$30.00	\$0.00	Pending
100770	1080 ELMORE ST..5-806 [41-*** - Storm Sewers] MINI STORM CONNECTION	ARCHIE T & MARJORIE L BELLOW	\$1,000.00	\$0.00	Closed
101022	3033 NICOLET DR..22-131-1 [43-*** - Lawn Sprinklers] LAWN SPRINKLER, CONNECTING TO EXISTING PLUMBING *THEY ARE NOT WORKING IN RIGHT OF WAY*	MARY ELLEN JOHNSON	\$50.00	\$5,000.00	Pending
101025	2815 NICOLET DR..22-139	SANDRA J EWALD	\$100.00	\$6,500.00	Pending

[43-*** - Lawn Sprinklers] LAWN SPRINKLER, NOT WORKING IN ROW

100995	411 N CHESTNUT AV..5-947	JEROME & MICHELLE REIDMAN FAMILY TRUST	\$30.00	\$3,150.00	Pending
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[44-*** - Water heaters/Appliances] REPLACE WATER HEATER WITH TANKLESS WATER HEATER

100400	806 WINFORD AV..18-897	MARY S WETHERBEE	\$50.00	\$1,500.00	Pending
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[46-*** - Electrical Service Change] ELECTRICAL SERVICE UPGRADE

100692	2940-2944 BETH DR..21-3161	MICHAEL & BARBARA KRAMER, ETAL	\$50.00	\$2,150.00	Pending
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[46-*** - Electrical Service Change] ELECTRICAL PANEL CHANGE

100693	451 STELLA VISTA DR..21-4369	ELIZABETH A & MATHEW E DORNBUSH	\$50.00	\$1,563.00	Closed
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[46-*** - Electrical Service Change] ELECTRICAL SERVICE UPGRADE

100730	1749 LILAC LN..21-2542-K-2	XAO K VANG	\$50.00	\$1,300.00	Closed
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[46-*** - Electrical Service Change] REPLACING MAIN BREAKER PANEL, REMOVING SUB PANELS

100731	1571 KIMBALL ST..8-523	COURTNEY THEYS	\$50.00	\$1,500.00	Pending
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[46-*** - Electrical Service Change] REPLACE PANEL AND UPGRADE SERVICE

100733	1501 S ONEIDA ST..1-1933	RANDY C DOPERALSKI	\$50.00	\$1,500.00	Pending
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[46-*** - Electrical Service Change] SERVICE UPGRADE

100768	1767 ASPEN LN..6-1946	KATHLEEN L FARIS	\$50.00	\$500.00	Pending
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[46-*** - Electrical Service Change] SERVICE UPGRADE 60 AMP TO 200 AMP

100773	1111 CRAWFORD ST..6-2594	MELODY A SPENCER	\$50.00	\$1,000.00	Pending
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[46-*** - Electrical Service Change] REPLACE 100 AMP 12 CIRCUIT PANEL WITH 100 AMP 24 CIRCUIT PANEL

100774	1709 WESTFIELD AV..6-2335	TYLER J BAUER, ETAL	\$100.00	\$500.00	Closed
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[46-*** - Electrical Service Change] SERVICE PANEL CHANGE
PER STEVE K, DOUBLE FEE, WORK DONE BEFORE PERMIT APPLIED FOR.

100793	2538 HEATHER RD..21-4284	KATHERYN A & ROBERT J MOTTL	\$50.00	\$2,000.00	Closed
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[46-*** - Electrical Service Change] REPLACE FEDERAL PACIFIC PANEL WITH 100 AMP PANEL

100870	1360 E MASON ST..17-436	PATRICIA A & DENNIS D VANDENAVOND	\$50.00	\$2,600.00	Closed
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[46-*** - Electrical Service Change] NEW 100 AMP SERVICE PER UNIT

100971	1114 S CLAY ST..17-14	CHARLES J SCHWENK	\$50.00	\$1,950.00	Pending
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[46-*** - Electrical Service Change] SERVICE CHANGE FROM 100 AMP TO 200 AMP

101017	1852 BURNS AV..6-155-C	DENNIS & CRYSTAL BOE	\$50.00	\$2,285.00	Pending
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[46-*** - Electrical Service Change] SERVICE UPGRADE FROM 100 AMP TO 200 AMP OVERHEAD SERVICE

100723	2081 CRESTWOOD SPRINGS DR..6H-3302	MELINDA L & CHARLIE G SMITH	\$50.00	\$400.00	Closed
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[47-*** - Electrical Service Repair] REPLACED MAIN BREAKER

100812	1127 HICKORY HILL DR..1-1864	KRISTIN A BUSHMAN	\$50.00	\$998.00	Closed
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[47-*** - Electrical Service Repair] SERVICE REPAIRS

100889	417 HARVARD ST..5-423	LISA A UBBELOHDE	\$50.00	\$500.00	Closed
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[47-*** - Electrical Service Repair] REPAIR DAMAGED SERVICE

100892	1300 KELLOGG ST..5-1676	NORA A HANNON	\$50.00	\$500.00	Closed
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[47-*** - Electrical Service Repair] REPAIR DAMAGED SERVICE

100895	1294 KELLOGG ST..5-1678	MARILYN L & MARK J LICHON	\$50.00	\$500.00	Closed
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[47-*** - Electrical Service Repair] REPAIR DAMAGED SERVICE

100896	801 STONY BROOK LN..6-790	FABIAN RAMIREZ	\$50.00	\$500.00	Closed
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[47-*** - Electrical Service Repair] REPAIR DAMAGED SERVICE

100899	1431 LANGLADE AV..6-812	THOMAS J BARRY	\$50.00	\$500.00	Pending
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[47-*** - Electrical Service Repair] REPAIR DAMAGED SERVICE MAST

100934	505 S FISK ST..6-114	CHARLES A & MARILYN J PERRY	\$70.00	\$500.00	Closed
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[47-*** - Electrical Service Repair] REPAIR ELECTRIC SERVICE COMING INTO APARTMENT

100972	1226 N DANZ AV..21-290-4	A & V TERRACE LLC	\$50.00	\$3,000.00	Closed
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[47-*** - Electrical Service Repair] REPAIR ELECTRICAL SERVICE ON POLE

101004	205 DOTY ST..12-190	GDC WASHINGTON STREET LLC	\$70.00	\$2,500.00	Pending
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[47-*** - Electrical Service Repair] REPAIR ELECTRICAL SERVICE

100564	803 11th AV..2-469	HUBDES LLC	\$50.00	\$3,000.00	Closed
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACING OVERHEAD SERVICE, METERS AND ELECTRICAL PANELS

100635	1206 N PLATTEN ST..18-1028	KAREN L & DAVID R STAUB	\$50.00	\$1,200.00	Closed
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACE 100 AM PANEL AND SUB PANEL

100710	128 DOUSMAN ST..5-1525	GRAYMONT WESTERN LIME INC	\$0.00	\$20,000.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALLATION OF NEW SOLAR INVERTERS AND REPAIRING SOLAR TRACKERS

100735	1509 Hillcrest Dr...6H-1194-B	ONEIDA NATION	\$70.00	\$2,000.00	Closed
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] NEW SERVICE ON UTILITY POLE 413BBI

100749	2426 ROBINSON AV..21-3254	DANG NENG VANG, ETAL	\$50.00	\$300.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REMOVE BRANCH WIRES FROM BREAKERS, INSTALL GFI RECEPS

100753	129 S OAKLAND AV..3-355	BIRR INVESTMENTS LLC	\$50.00	\$2,000.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] CLEAN UP MISC ELECTRICAL, REPLACE/REPAIR ALL FIXTURES AND DEVICES

100794	971 VICTORY BLVD..1-1313	KYLE A WESNER	\$50.00	\$300.00	Closed
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] WIRE AC UNIT AND ADD SUBPANEL FOR AC CIRCUIT

100850	2374 SANDY LN..21-1176-D-104	MARY L GRAVES	\$50.00	\$0.00	Closed
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] OVERHEAD SERVICE REPAIR

100858	720 S VAN BUREN ST..14-1491	BELLIN MEMORIAL HOSPITAL INC	\$140.00	\$20,000.00	Closed
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] CHILLER REPLACEMENT

100859	645 HEYRMAN ST..21-1287	R & R PROPERTIES LLP	\$140.00	\$11,500.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] SUPPLY AND INSTALL 22KW NATURAL GAS STAND-BY GENERATOR

100860	1630 E MASON ST..21-1278	EAST MASON INVESTMENTS LLC	\$140.00	\$49,000.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] SUPPLY AND INSTALL 60KW NATURAL GAS STAND-BY GENERATOR

100900	1429 DOUSMAN ST..6-106	MARIA & CHAD LASECKI	\$50.00	\$0.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELECTRICAL WIRING OF DETACHED GARAGE

100931	3490 SPYGLASS HILL DR..22-1896	DAVIES JASON M & NICOLE L REVOC TRUST OF 2017	\$50.00	\$0.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ADD HEAT PUMP TO EXISTING SWIMMING POOL

100982	240 SEMINOLE LN..6H-2352	LIDIA & CHRISTINA OLSON	\$50.00	\$8,584.68	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] GENERAC GENERATOR AND TRANSFER SWITCH INSTALLATION

101014	1753 WESTERN AV..6-122	DARREN R & BARBARA JOHNSON	\$50.00	\$450.00	Closed
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPAIR AND REPLACE PVC SERVICE MAST ON SIDE OF HOUSE

100701	1140 S RIDGE RD..6-650	BARRY J WAHLEN	\$50.00	\$700.00	Pending
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[49-*** - backwater valve/sump pump] ADDING PALMER VALVE & TOILET

69284	1268 ELMORE ST..5-1723	ERIK J & MEAGAN M FRITZ	\$50.00	\$2,585.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

100704	501 MANCHESTER DR..6-2688	JULIE A & RONALD C BACKMANN	\$50.00	\$9,632.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

100705	3015 OPEN GATE TR..6H-2688	BARBARA E HUBBARD	\$50.00	\$5,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

100739	915 LIME KILN RD..21-1359-1-7	MCR RENTALS LLC	\$70.00	\$3,500.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

100747	1429 MAIN ST, SUITE A ..8-75	CEDAR CENTER ARTS INC	\$140.00	\$10,800.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] NEW FURNACE AND AIR CONDITIONER

100748	1684 BADGER ST..6-683	MICHAEL COPPENS	\$50.00	\$0.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] 5" liner for water heater and furnace

100759	971 VICTORY BLVD..1-1313	KYLE A WESNER	\$50.00	\$8,245.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

100763	2740 W MASON ST..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	\$350.00	\$7,580.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] REPLACE 5 HEAT/COOL ROOFTOP UNITS, NO DUCTWORK

100843	101 CHERRY ST..12-214	WILLIAM E BLACKMON	\$50.00	\$4,975.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER UNIT 208

100844	817 COLONIAL AV..2-1149	MELISSA S & CHESTER M CZYZ	\$50.00	\$2,700.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

100845	2550 HE-NIS-RA LN..6H-1224-13	ELAINA NANCY & TREVOR J LEPAK	\$50.00	\$5,700.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

100846	1767 ASPEN LN..6-1946	KATHLEEN L FARIS	\$50.00	\$6,400.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

100847	1724 MURPHY CT..6-2453	AMELIA G & LANDON W REHN	\$50.00	\$15,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

100851	616 ONTARIO RD..21-7020	JAMES M & SHELLY L PELISHEK	\$50.00	\$6,900.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

100853	570 SUNRISE CIR..21-2917	CRAIG A & STEPHANIE M SCHUELKE	\$50.00	\$12,650.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

100854	725 ROYAL BLVD..18-1308	BETTY J DISCH	\$50.00	\$5,400.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

100855	2478 SUNRISE CT..21-3746	ROBERT J & LARK D WARTENBERG	\$50.00	\$14,245.25	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

100856	1217 WIRTZ AV..1-72	SUSAN E ROWELL	\$50.00	\$3,524.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

100857	638 SUNNYCREST ST..21-819-28	ALBERT DOWNS	\$50.00	\$3,779.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

100869	510 SUPERIOR RD..21-6285	ERIKA C & JOSHUA D CHAMBERS	\$50.00	\$3,880.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

100883	1515 CREEKSIDE LN..21-5558	STEVEN M & JEAN M HUTTE	\$50.00	\$9,482.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

100887	744 SCHOEN ST..21-1347-7	T & A REAL ESTATE LLC	\$140.00	\$11,917.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

100898	312 15th AV..3-789	DAVID J & JILLENE M MCCLURE	\$50.00	\$3,826.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

100902	820 ELMORE ST..5-1213	CHERYL L DAMORE	\$50.00	\$6,060.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER (822 SIDE OF RESIDENCE)

100903	821 WINFORD AV..18-367	ROSS & KODI JENSEN	\$50.00	\$7,700.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

100904	535 ELIZABETH ST..19-104	GERARDO GARCIA ROMERO, ETAL	\$50.00	\$3,750.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

100905	1247 UNIVERSITY AV..8-216	SHERI & CHARLES DIXON	\$50.00	\$4,650.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

100906	511 SILVER SPRING DR..6-2859-5	THERESA M FLANIGAN	\$50.00	\$8,850.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

100907	2913 BUTTERCUP CT..6H-3740	SHARON A LUEBKE	\$50.00	\$2,750.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

100908	101 CHERRY ST..12-217	DAVID A & MARY A SWANSON	\$70.00	\$7,375.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER UNIT 410

100909	1604 11th AV..1-1353	MONTRELL J & KIMBERLY A EDWARDS	\$50.00	\$9,100.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

100910	1649 KIMBALL ST..21-1443-32	CELESTINA APINERU	\$50.00	\$2,800.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

100911	632 SUPERIOR RD..21-6169	LAURA L & RONALD W MATHIS	\$50.00	\$2,550.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
100921	1368 BIEMERET ST..6-864	LINUS G & CATHERINE J BUSCH	\$50.00	\$3,550.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
100922	2409 MANITOWOC RD..21-3070	JANET LEON	\$50.00	\$2,800.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
100923	610 COUNTRY CLUB RD..6H-2461	LOIS J & PAUL E BUTKOVICH	\$50.00	\$3,650.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
100924	1307 NELSON ST..6-2627	SAGE FIELDS LLC	\$50.00	\$5,450.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
100925	1021 CHANTEL ST..6-2074	ADAM R LOEWER	\$50.00	\$3,800.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
100926	830 VENUS DR..21-4637	AMANDA M & JOSEPH RM HUBER	\$50.00	\$7,400.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
100930	1407 RUSSELL ST..6-544-B	WARREN J & ELBEGZAYA LANG	\$50.00	\$3,078.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
100946	412 12th AV..3-834	KARI L HANEY	\$50.00	\$3,843.25	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
100948	1368 HOLIDAY AV..6-2923	JEANQUART PHILIP E & DIANE A LIVING TRUST	\$50.00	\$7,466.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
100980	2827 DURHAM RD..22-1826	THOEDORE R & THERESE A BAIER	\$100.00	\$12,400.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE, AIR CONDITIONER AND SPACE HEATER					
100981	101 CHERRY ST..12-217	DAVID A & MARY A SWANSON	\$70.00	\$7,575.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
100998	718 CASS ST..14-562	STEPHANIE G & JAMIE E KAHKOLA	\$50.00	\$10,993.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101005	1181 9th ST..1-416	CHRISTINA H & JOEL R JOSKI	\$50.00	\$3,526.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101006	3115 BETH DR..21-7466	MARTENS DARLENE SURVIVORS TRUST	\$50.00	\$8,867.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101026	1658 AMY ST..21-2116-M-1	JEFFREY J & LAURA A WALL	\$50.00	\$5,690.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
100891	2970 WALKER DR..21-161-4	2970 WALKER WISCONSIN LAND TRUST	\$170.00	\$14,200.00	Pending
[53-*** - Fire protection Sprinkler]					
100802	955 CHALLENGER DR..21-146-13	EURO PHARMA INC	\$70.00	\$37,000.00	Pending

[57-*** - Parking lot (New & Reconstruction)] Just repaving existing, no subgrade or addition

100811	2686 HUMBOLDT RD 6..21-1244-11	MICHAEL D & MARY G TURECKE	\$50.00	\$1,000.00	Closed
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[61-*** - new plumbing system] ADD LAUNDRY MACHINE WATER SUPPLIES TO EXISTING DRAIN AND VENT SYSTEM

100679	924 LYNDON ST..18-584	ANDREA & MATTHEW OLSON	\$50.00	\$800.00	Pending
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[62-*** - repair/alter existing plumbing system] MOVE KITCHEN SINK 12 FT.

100716	1012 ELMORE ST..5-290	KRISTIN M ANDERSON	\$30.00	\$0.00	Closed
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[62-*** - repair/alter existing plumbing system] REPAIR LEAKING WATER SERVICE

100722	320 N BROADWAY..5-1752		\$70.00	\$2,000.00	Closed
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[62-*** - repair/alter existing plumbing system] INSTALL CATCH BASIN IN LOADING DOCK

100734	891 HOWARD ST..3-462	ADZ INVESTMENTS LLC	\$30.00	\$1,650.00	Closed
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[62-*** - repair/alter existing plumbing system] REPLACE SEWER LATERAL

100760	1207 E WALNUT ST..14-205	1207 EAST LLC	\$30.00	\$1,000.00	Closed
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[62-*** - repair/alter existing plumbing system] REPAIR/RELAY SEWER CURB TO HOUSE

100772	1207-1209 E WALNUT ST..14-205	1207 EAST LLC	\$50.00	\$8,000.00	Closed
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[62-*** - repair/alter existing plumbing system] REPLACE EXISTING BUILDING DRAIN

100787	738 S JACKSON ST..14-568	RHODA L ESSON	\$0.00	\$2,960.00	Closed
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[62-*** - repair/alter existing plumbing system] LEAD LINE REPLACEMENT

100789	1513 RUSSELL ST..6-1293	HUSTING ERWIN P REVOCABLE LIVING TRUST	\$50.00	\$19,609.00	Pending
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[62-*** - repair/alter existing plumbing system]

100871	1821 EAST SHORE DR..21-1105	DANA M & RANDY R WESTBERG	\$30.00	\$3,500.00	Closed
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[62-*** - repair/alter existing plumbing system] REPAIR SANITARY

100875	130 S MILITARY AV..6-266-E	MARTIN NEUFELD LLC	\$70.00	\$3,000.00	Pending
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[62-*** - repair/alter existing plumbing system] REMOVE AND REPLACE CATCH BASIN

100933	918 S JACKSON ST..16-161	PHILIP A NELSON, ETAL	\$0.00	\$3,000.00	Pending
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[62-*** - repair/alter existing plumbing system] REPLACE LEAD WATER SERVICE

100964	1718-1720 ST. GEORGE ST..20-506	JODY L & STEFANIE R HAKES	\$30.00	\$1,000.00	Closed
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[62-*** - repair/alter existing plumbing system] RELAYING STORM SEWER AS IT IS UNDERMINING SIDEWALK

100970	2133 PACKERLAND DR..6H-3414	STELLA CYGAN HEYRMAN	\$30.00	\$3,500.00	Pending
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[62-*** - repair/alter existing plumbing system] REPLACEMENT OF FAILED MINI STORM SEWER

100886	1125 W MASON ST..2-1102	FIGURE 8 CAPITAL LLC	\$70.00	\$2,000.00	Closed
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[63-*** - new electrical system] OVERHEAD POWER SUPPLY SERVICE ON UTILITY POLE 106JJ4 30 AMP 120/240 V SINGLE PHASE

100916	2518 HEATHER RD..21-4288	NANCY C MERCIER, ETAL	\$50.00	\$15,500.00	Pending
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[63-*** - Shower] TUB TO SHOWER CONVERSION, REPLACE 2 MIXER VALVES

100947	138 N CHESTNUT AV..4-216	BETT LLC	\$70.00	\$500.00	Pending
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[63-*** - new electrical system] NEW SERVICE 120/208 V 3 PHASE 4 WIRE

101020	950 CHALLENGER DR..21-145-4-1	NMRE PROPERTIES LLC	\$0.00	\$500.00	Closed
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[63-*** - new electrical system] INSTALL AND TERMINATE ELEC METER BASE/PANEL, GROUND ROD INSTAALL AND TERMINATE, ELEC SERVICE WILL BE USED TO FEED POWER TO APPROX 35 STREET LIGHTS

PERMIT FOR DPW, NO FEE

100651	1350 S MILITARY AV..6-209-E [66-*** - Grease Traps] GREASE TRAP REPLACEMENT	CB 1350 LLC	\$155.00	\$2,000.00	Pending
100955	1538 WESTERN AV..6-135-D [94-*** - Alteration to existing cell tower]	N E W CURATIVE REHABILITATION INC	\$70.00	\$15,000.00	Pending
100721	1357 DOTY ST..14-1395 [200-*** - water service] INSTALLING SUMP PUMP LATERAL FOR NEW STORM SEWER	JASON D MAES	\$1,000.00	\$1,650.00	Pending
100744	311 S HENRY ST..21-1860-1 [200-*** - water service] MINI STORM CONNECTION	MICHAEL D KROUTH	\$1,000.00	\$1,650.00	Closed
100771	409 HARVARD ST..5-421 [200-*** - water service] NEW MINI STORM *	PAI MOUA	\$1,000.00	\$1,700.00	Closed
100784	1020 ROYAL BLVD..18-1175 [200-*** - water service] MINI STORM CONNECTION	TINA & SCOTT GLASER	\$1,000.00	\$500.00	Closed
100785	1338 PORLIER ST..17-519 [200-*** - water service] MINI STORM CONNECTION	DUDKIEWICZ CHESTER G & PATRICIA REVOCABLE TRUST	\$1,000.00	\$700.00	Pending
100815	739 S JACKSON ST..14-589 [200-*** - water service] STORM SEWER CONNECTION	DAVID L & MARY I PATTERSON	\$1,000.00	\$1,400.00	Pending
100820	1719 DEBRA LN..21-1111-P-50 [200-*** - water service] MINI STORM SEWER CONNECTION	SALVADOR GUZMAN, ETAL	\$1,000.00	\$3,600.00	Closed
100821	1336 WIRTZ AV..1-298 [200-*** - water service] MINI STORM CONNECTION	MARISSA ZIEBARTH	\$1,000.00	\$2,500.00	Pending
100822	1642 HAROLD ST..19-464 [200-*** - water service] MINI STORM CONNECTION	LORRAINE VANDENBUSCH	\$1,000.00	\$500.00	Closed
100827	1420 BOND ST..6-2140 [200-*** - water service] MINI STORM CONNECTION	SHANNON K DEMPSEY	\$1,000.00	\$600.00	Closed
100841	309 FINK ST..5-460-A [200-*** - water service] MINI STORM CONNECTION	HOLLY A CISLER	\$1,000.00	\$500.00	Closed
100842	707 GRAY ST..18-870 [200-*** - water service] STORM SEWER CONNECTION	ALAN SCHMIDTKE	\$1,000.00	\$1,000.00	Closed
100876	1620 FRANZ AV..21-1968 [200-*** - water service] MINI STORM CONNECTION	JOHN E & KATHLEEN M UMENTUM	\$1,000.00	\$400.00	Closed
100878	508 CLINTON ST..2-90 [200-*** - water service] STORM SEWER CONNECTION	KENNETH R SANN	\$1,000.00	\$1,000.00	Closed
100879	424 N PLATTEN ST..5-1327-A-1 [200-*** - water service] MINI STORM CONNECTION	ROBERT C & KELLY L WALTERS	\$1,000.00	\$600.00	Pending
100914	1600 JANICE AV..6-510-1 [200-*** - water service] MINI STORM CONNECTION	ORP REAL ESTATE HOLDINGS LLC	\$1,000.00	\$400.00	Pending
100918	1131 ROCKDALE ST..1-2422	BARBARA NOGGLE	\$1,000.00	\$800.00	Closed

[200-*** - water service] MINI STORM CONNECTION

100927	1771 CHATEAU DR..6-1536	FRANCISCO GONZALEZREYES, ETAL	\$530.00	\$400.00	Pending
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[200-*** - water service] MINI STORM CONNECTION

100967	1630 FRANZ AV..21-1964	MATTHEW E & SARAH C TOMAC, ETAL	\$530.00	\$400.00	Closed
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[200-*** - water service] MINI STORM CONNECTION

100987	1595 EDISON ST..8-639	TAMMY L CASTONIA	\$530.00	\$400.00	Closed
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[200-*** - water service] MINI STORM CONNECTION

100997	1636 FRANZ AV..21-1962	KATRINA M & CHARLES S STEFFEL	\$530.00	\$900.00	Pending
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[200-*** - water service] MINI STORM CONNECTION

100270	1244 MAIN ST..8-273	JPMORGAN CHASE BANK NA	\$340.00	\$0.00	Closed
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[301-*** - Change of Use]

Totals:	330 projects		\$133,742.56	\$62,412,758.4 7	
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Summary of Projects Issued

5/1/2020 to 5/31/2020

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
01 Single Family House, Detached	5	5	10	5	5	5	5	1	\$7,893.35	\$1,602,000.00
48 Electrical Wiring (Misc., Alteration, Repair)	15	0	0	0	15	0	0	0	\$990.00	\$118,334.68
46 Electrical Service Change	13	0	0	0	13	0	0	0	\$700.00	\$20,348.00
47 Electrical Service Repair	10	0	0	0	10	0	0	0	\$540.00	\$9,898.00
50 Heating Unit Replacement/ Air Conditioning	48	0	0	0	0	48	0	0	\$2,990.00	\$303,393.50
40 Sanitary Sewers	2	0	0	0	0	0	2	0	\$60.00	\$5,500.00
41 Storm Sewers	1	0	0	0	0	0	1	0	\$1,000.00	\$0.00
62 repair/alter existing plumbing system	13	0	0	0	0	0	13	0	\$470.00	\$50,019.00
22 Shed, Yard Building	14	1	0	14	1	0	0	0	\$795.00	\$51,744.00
301 Change of Use	1	1	1	1	1	0	0	0	\$340.00	\$0.00
03 Addition to Single-Multi Family Residential Units	2	1	2	2	2	1	1	0	\$475.30	\$125,000.00
13 Addition to Commercial, Non-Residential Non-housekeeping	1	0	2	1	1	1	1	0	\$12,165.00	\$7,200,000.00
02 Single-Family Residential Building, Alteration	21	0	14	21	13	6	10	0	\$3,773.68	\$525,011.00
10 Multi-Family Residential Building Alteration	1	0	0	1	1	0	0	0	\$190.00	\$5,000.00
12 Commercial, Non-Residence, Non-Housekeeping, Alteration	16	2	20	16	14	9	10	0	\$31,778.44	\$2,846,320.00
21 Demolition of all Other Buildings or Structures	1	0	0	1	0	0	0	0	\$50.00	\$4,500.00
17 New Garage or Carport	5	5	5	5	4	0	1	0	\$863.72	\$121,000.00
23 Deck, Porch, Patio	20	12	11	20	0	0	0	0	\$1,613.40	\$152,026.00
25 Swimming Pool	6	3	2	6	5	2	1	0	\$875.00	\$57,500.00
26 Fireplace, Chimney	2	0	1	2	1	1	0	0	\$225.00	\$6,000.00
28 Foundation Repair	4	0	0	4	0	0	0	0	\$200.00	\$157,123.00
33 Roofing	2	0	0	2	0	0	0	0	\$486.00	\$532,490.00
34 Window, Door, Replacement	3	0	0	3	0	0	0	0	\$150.00	\$5,900.00
35 Driveway Expansion	17	0	0	17	0	0	0	0	\$850.00	\$68,744.00
36 Fence	67	0	0	67	0	0	0	0	\$3,350.00	\$256,257.29
37 Signs	4	4	0	4	2	0	0	0	\$711.89	\$12,625.00
43 Lawn Sprinklers	2	0	0	2	0	0	1	0	\$150.00	\$11,500.00
44 Water heaters/Appliances	1	0	0	0	0	0	1	0	\$30.00	\$3,150.00
53 Fire protection Sprinkler	1	0	1	1	0	0	0	0	\$170.00	\$14,200.00
57 Parking lot (New & Reconstruction)	1	0	0	1	0	0	0	0	\$70.00	\$37,000.00
61 new plumbing system	1	0	0	0	0	0	1	0	\$50.00	\$1,000.00
11 Industrial buildings(factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)	1	0	2	1	1	1	1	0	\$32,408.59	\$42,500,000.00
63 new electrical system	3	0	0	0	3	0	0	0	\$140.00	\$3,000.00
11 hospital, institutional(hospitals, convalescent homes, clinics, orphanages, rest homes, sanitariums)	1	0	2	1	1	1	1	0	\$7,743.19	\$5,551,375.00
200 water service	21	0	0	0	0	0	21	0	\$19,120.00	\$21,600.00

49 backwater valve/sump pump	1	0	0	0	0	0	1	0	\$50.00	\$700.00
66 Grease Traps	1	0	1	0	0	0	1	0	\$155.00	\$2,000.00
63 Shower	1	0	0	0	0	0	1	0	\$50.00	\$15,500.00
94 Alteration to existing cell tower	1	0	0	1	0	0	0	0	\$70.00	\$15,000.00
Totals:	330	34	74	199	93	75	74	1	\$133,742.56	\$62,412,758.47



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year May 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.)	\$ 46,542.55	\$ 46,542.55			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 21,862.55	\$ 18,879.14		\$ 2,983.41	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 12,483.16			\$ 12,483.16	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 5,911.53		\$ 5,911.53		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 9,481.42		\$ 5,026.47	\$ 4,454.95	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 7,560.69			\$ 7,560.69	
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.)	\$ 1,135.33		\$ 1,135.33		
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.)	\$ 1,100.00			\$ 1,100.00	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 106,077.23	\$ 65,421.69	\$ 12,073.33	Pay This Amount \$ 28,582.21	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

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: *Neil Basten* Date: 6/1/20

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: *Paul R. Mamber* Date: 6/3/20

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>

**RESOLUTION APPROVING THE
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
NR 208 – COMPLIANCE MAINTENANCE ANNUAL REPORT
June 29, 2020**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208; and

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of "C" or less) and/or an overall grade point average (<3.00); and

WHEREAS the City of Green Bay (City) scored an "A" in Financial Management; and

WHEREAS the City scored an "A" in Collection System Management; and

WHEREAS the City scored an "A" as an overall grade.

NOW, THEREFORE, BE IT RESOLVED that the following voluntary actions will be taken by the City in 2020:

1. Continue to review and update policies and procedures pertaining to the financial management of the City's Sanitary Sewer District;
2. Continue to review and update written policies and procedures as it relates to the management, operation and maintenance of the City's sanitary sewer collection system;
3. Continue the development of a Capacity, Management, Operation and Maintenance (CMOM) program;
4. Continue the implementation of the CMOM program for improved management and maintenance of the City's sanitary sewer collection system.

Adopted _____, 2020

Approved _____, 2020

Eric Genrich, Mayor

ATTEST:

Kris A Teske, City Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR AN ALLOCATION AMENDMENT,
AFFORDABLE HOUSING EXTENSION,
AND DISSOLUTION OF
TAX INCREMENT DISTRICT (TID) NUMBER SEVEN (7),
ASHLAND AVENUE AND LOMBARDI AVENUE CORRIDORS**

June 29, 2020

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including preparing and proposing an Allocation Amendment, Affordable Housing Extension, and the dissolution of a TID Plan, for the closure of TID No. 7, Ashland Avenue and Lombardi Avenue Corridors.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR AN ALLOCATION AMENDMENT,
AFFORDABLE HOUSING EXTENSION,
AND DISSOLUTION OF
TAX INCREMENT DISTRICT (TID) NUMBER EIGHT (8),
HENRY AND MORROW STREETS**

June 29, 2020

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including preparing and proposing an Allocation Amendment, Affordable Housing Extension, and the dissolution of a TID Plan, for the closure of TID No. 8, Henry and Morrow Streets.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR THE AMENDMENT AND
DISSOLUTION OF
TAX INCREMENT DISTRICT (TID) NUMBER NINE (9),
STATE HIGHWAY 54/57 BUSINESS PARK**

June 29, 2020

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including a Project Plan Amendment and the dissolution of a TID Plan, for the closure of TID No. 9, State Highway 54/57 Business Park.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR AN ALLOCATION AMENDMENT,
AFFORDABLE HOUSING EXTENSION,
AND DISSOLUTION OF
TAX INCREMENT DISTRICT (TID) NUMBER TWELVE (12),
I-43 COMMERCIAL DEVELOPMENT**

June 29, 2020

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including preparing and proposing an Allocation Amendment, Affordable Housing Extension, and the dissolution of a TID Plan, for the closure of TID No. 12, I-43 Commercial Development.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR THE AMENDMENT OF
TAX INCREMENT DISTRICT (TID) NUMBER FOURTEEN (14),
THE RAIL YARD**

June 29, 2020

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including proposing and preparing a Standard Extension Resolution to the Project Plan for TID No. 14, The Rail Yard.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR THE AMENDMENT AND
DISSOLUTION OF
TAX INCREMENT DISTRICT (TID) NUMBER SEVENTEEN (17),
900 BLOCK NORTH BROADWAY**

June 29, 2020

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including the amendment of a Project Plan and dissolution of a TID Plan, for the closure of TID No. 17, 900 Block North Broadway.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR THE CREATION OF
TAX INCREMENT DISTRICT (TID) NUMBER TWENTY-FOUR (24),
ADAMS CHICAGO**

June 29, 2020

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including the preparation of a Project Plan for the creation of TID No. 24, Adams Chicago.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION DESIGNATING THE
REDEVELOPMENT AUTHORITY AS
AGENT OF THE CITY OF GREEN BAY
FOR THE CREATION OF
TAX INCREMENT DISTRICT (TID) NUMBER TWENTY-FIVE (25),
MONROE CHERRY**

June 29, 2020

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including the preparation of a Project Plan for the creation of TID No. 25, Monroe Cherry.

Adopted _____

Approved _____

Mayor

Clerk

FINAL PAYMENTS RESOLUTION

June 29, 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 3-18 GIANT WHEEL – 2018
LUNDA CONSTRUCTION COMPANY**

TOTAL AMOUNT EARNED:	\$ 1,932,662.17
LESS AMOUNT RETAINED:	\$ 0.00
	<u>\$ 1,932,662.17</u>
LESS AMOUNT PREVIOUSLY PAID:	\$ 1,821,969.55
AMOUNT DUE THIS PAYMENT:	\$ 110,692.62

ACCOUNT NUMBERS

436R824-53001-91547: \$110,692.62

PO #1800228

**2. PAVEMENT 2-19 – 2019
VINTON CONSTRUCTION COMPANY**

TOTAL AMOUNT EARNED:	\$ 1,214,854.55
LESS AMOUNT RETAINED:	\$ 0.00
	<u>\$ 1,214,854.55</u>
LESS AMOUNT PREVIOUSLY PAID:	\$ 1,163,590.03
AMOUNT DUE THIS PAYMENT:	\$ 51,264.52

ACCOUNT NUMBERS

412500E-55355-61079: \$30,815.40

401500E-55301-61079: \$20,449.12

PO #1900086

**3. PAVEMENT 5-19 – 2019
PTS CONTRACTORS INC.**

TOTAL AMOUNT EARNED:	\$ 1,087,550.66
LESS AMOUNT RETAINED:	\$ 0.00
	<u>\$ 1,087,550.66</u>
LESS AMOUNT PREVIOUSLY PAID:	\$ 943,816.15
AMOUNT DUE THIS PAYMENT:	\$ 143,734.51

ACCOUNT NUMBERS

403500-55355-61109: \$1,698.50

412500E-55355-61109: \$87,794.52

401500E-55305-61109: \$54,241.49

PO #1900124

Adopted _____, 2020

Approved _____, 2020

Mayor

ATTEST:

City Clerk

MAM

**RESOLUTION AUTHORIZING CONDITIONAL USE
APPROVAL AT 320 SOUTH WEBSTER AVENUE
(ZP 20-18)**

JUNE 29, 2020

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

That, pursuant to Zoning Petition 20-18 and the recommendation of the Plan Commission on June 22, 2020, the City of Green Bay does authorize a conditional-use permit for a dormitory dwelling on the following described property at 320 South Webster Avenue:

PLAT OF ASTOR LOT 4 BLK 56

Tax Parcel No. 14-750

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

Adopted _____

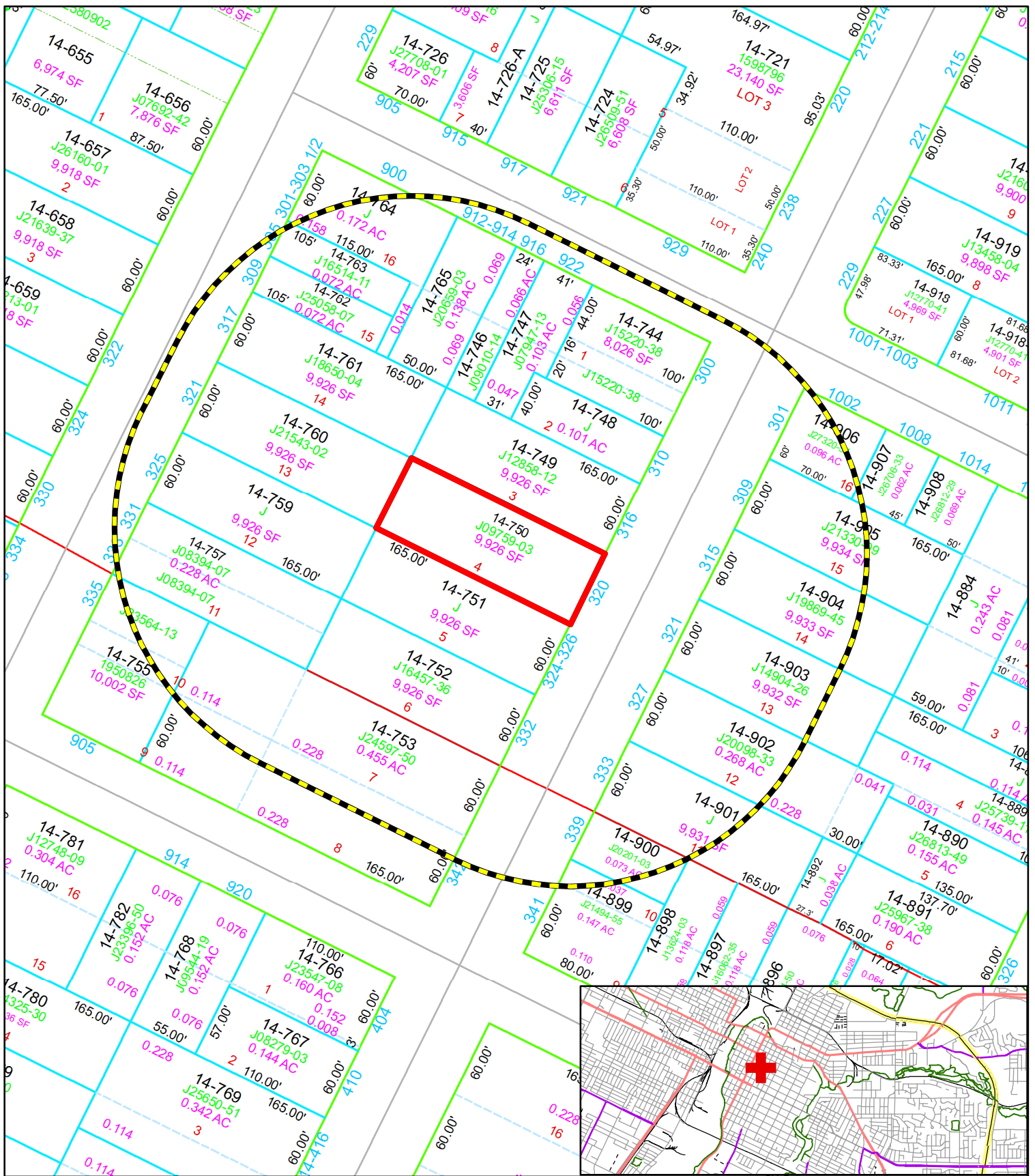
Approved _____

Mayor

Clerk

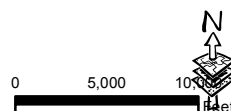
pn

Attachment – Map



Zoning Petition (ZP 20-18)
Proposed Conditional Use Permit (CUP)
320 South Webster Avenue

- Proposed CUP
- 200' Property Owner Notice



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

For Official Notice:

**Public Notification
Proposed Conditional Use Permit (CUP)
320 South Webster Avenue
(ZP 20-18)**

The Green Bay Plan Commission will hold a public hearing on **Monday, June 22, 2020**, at 6:00 p.m. The meeting will be conducted at 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://us02web.zoom.us/j/86707849731?pwd=U2VBZVp5ZkJsN2JKSHdtd3NyemRHQT09>

Meeting ID: 867 0784 9731

Password: 986694

One tap mobile

+13017158592,,86707849731#,,1#,986694# US (Germantown)

+13126266799,,86707849731#,,1#,986694# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 867 0784 9731

Password: 986694

Find your local number: <https://us02web.zoom.us/j/86707849731?pwd=U2VBZVp5ZkJsN2JKSHdtd3NyemRHQT09>

The hearing is regarding the following:

A request to authorize a Conditional Use Permit (CUP) for a proposed dormitory use in an Office/Residential (OR) district located at 320 South Webster Avenue, submitted by Marissa Michalkiewicz. Giveadaam Ventures, Green Bay Redevelopment Authority (RDA), property owner. (Ald. Scannell, District 7)

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: June 8, 2020 and June 15, 2020

**RESOLUTION AUTHORIZING RELOCATION OF
POLLING PLACES FOR WARDS 6, 7, 9, 13 thru 17, 20, 25, 28 thru 31, 34, 36, 37, 39
thru 43, and 45 thru 47**

June 29, 2020

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

That the polling places for Wards 6, 7, 9, 13 thru 17, 20, 25, 28 thru 31, 34, 36, 37, 39 thru 43, and 45 thru 47 shall be relocated to the following locations:

Wards 6, 7, 9, 14:

Danz Elementary School
2130 Basten St.

Wards 13, 15 thru 17, 20:

Bay Beach Wildlife Sanctuary
1660 East Shore Dr.

Wards 25, 36, 37, 39, 40:

Keller Elementary School
1806 Bond St.

Wards 28 thru 31, 34, 41 thru 43, 45 thru 47:

Property formally known as Sears
1555 Green Bay Plaza

Adopted _____

Approved _____

Mayor

Clerk

kat

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

June 29, 2020

Resolution No. ____

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$15,550,000 General Obligation Corporate Purpose Bonds, Series 2020A,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds for the following purposes (collectively, the “**Project**”):

Maximum Amount Authorized	Amount Borrowed	Purpose
\$3,345,000	\$,000	street improvements;
8,180,000	,000	sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements;
650,000	,000	parking lots and other parking facilities;
1,835,000	,000	fire engines and other equipment of the fire department;
775,000	,000	parks and public grounds, including, but not limited to, improvements to various park facilities and buildings, concessions and restrooms, improvements to park entrances and parking, paving, and construction of a park bridge;
145,000	,000	buildings for the housing of machinery and equipment, including, but not limited to, window repairs to the East and West Department of Public Works shops, and roof and parapet repairs to the West shop; and

Maximum Amount Authorized	Amount Borrowed	Purpose
\$620,000	,000	rubbish or refuse disposal, including, but not limited to, the purchase of garbage trucks.

2. On June 2, 2020, the Governing Body adopted resolutions including seven initial resolutions authorizing the issuance of general obligation bonds of the Issuer in the maximum principal amounts and for the purposes described above (the “**Initial Resolutions**”).

3. On June 2, 2020, the Governing Body also adopted a resolution authorizing and directing the publication of notice of the adoption of the Initial Resolutions (the “**Publication Resolution**”).

4. On June 2, 2020, the Governing Body also adopted a resolution authorizing the amounts and purposes specified in the Initial Resolutions to be combined into a single bond issue designated as “corporate purpose bonds” (the “**Authorizing Resolution**”).

5. The Clerk of the Issuer caused notice of the following actions:

- (i) *Notice of the adoption of the Initial Resolutions.* Notice of the adoption of the Initial Resolutions was given by publication in the Issuer’s official newspaper on June 5, 2020 in the manner and form directed by the Publication Resolution.
- (ii) *Notice of the sale of the Obligations.* Notice of the sale (the “**Notice to Bidders**”) of the \$15,550,000 City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2020A (the “**Obligations**”) was given to media typically monitored by potential bidders in the manner and form directed by the Authorizing Resolution.

These notices are made of record in these proceedings, and the Governing Body ratifies the notices.

6. No sufficient petition for referendum on the question of the adoption or effectiveness of any Initial Resolution or the issuance of the Obligations was filed with the Clerk of the Issuer within 30 days after the date on which the Initial Resolutions were adopted.

7. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Notice of Sale**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.

8. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of _____ (the “**Purchaser**”), or a group that it represents, to purchase the Obligations on the terms specified in the Purchaser’s bid. The

Purchaser bid the price of \$_____ (the “**Purchase Price**”), plus any accrued interest, for the entire issue of Obligations and specified that the Obligations maturing on April 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021	\$225,000	.00%	2031	\$ 785,000	.00%
2022	550,000	.00	2032	820,000	.00
2023	575,000	.00	2033	855,000	.00
2024	595,000	.00	2034	890,000	.00
2025	620,000	.00	2035	925,000	.00
2026	645,000	.00	2036	955,000	.00
2027	675,000	.00	2037	1,000,000	.00
2028	700,000	.00	2038	1,045,000	.00
2029	725,000	.00	2039	1,085,000	.00
2030	750,000	.00	2040	1,130,000	.00

9. The Purchaser’s bid complies with all terms of the Notice to Bidders and the Notice of Sale.

10. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

11. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

“**Book-Entry System**” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning set forth in Section 17 hereof.

“Depository” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Financial Officer” means the Treasurer.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Governing Body” has the meaning set forth in the recitals to this resolution.

“Initial Resolutions” has the meaning set forth in the recitals to this resolution.

“Issuer” means the City of Green Bay, Wisconsin.

“Municipal Officers” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Notice of Sale” has the meaning set forth in the recitals to this resolution.

“Obligations” means the \$15,550,000 City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2020A, which will be issued pursuant to this resolution.

“Original Issue Date” means July 20, 2020.

“Project” has the meaning set forth in the recitals to this resolution.

“Purchase Agreement” means the purchase contract entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 15.

“Purchase Price” has the meaning set forth in the recitals to this resolution.

“Purchaser” has the meaning set forth in the recitals to this resolution.

“Record Date” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the Issuer’s Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Treasurer.

[“**Term Bonds**” means the Obligations maturing on April 1 in the years 20__, 20__, and 20__.]

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Corporate Purpose Bonds.

The Issuer is combining the general obligation bonds authorized under the Initial Resolutions into a single bond issue and designating them as “**corporate purpose bonds**”.

Section 4. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation corporate purpose bonds of the Issuer in the principal amount of \$15,550,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes and the authority granted by the adoption of the Initial Resolutions to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

Section 5. Terms of Obligations.

The Obligations will be named “City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2020A.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2021, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

<u>Principal Maturity Date (April 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Principal Maturity Date (April 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021	\$225,000	.00%	2031	\$ 785,000	.00%
2022	550,000	.00	2032	820,000	.00
2023	575,000	.00	2033	855,000	.00
2024	595,000	.00	2034	890,000	.00
2025	620,000	.00	2035	925,000	.00
2026	645,000	.00	2036	955,000	.00
2027	675,000	.00	2037	1,000,000	.00
2028	700,000	.00	2038	1,045,000	.00
2029	725,000	.00	2039	1,085,000	.00
2030	750,000	.00	2040	1,130,000	.00

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 6. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 7. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 8. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 9. Redemption.

The Obligations maturing on and after April 1, 2028 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2027 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 10 and 11 hereof[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Term Bonds are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**"), the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

Term Bonds Maturing April 1, 20_____

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20_____	\$ _____
20_____	_____
20_____ (Stated Maturity)	_____

Term Bonds Maturing April 1, 20_____

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20_____	\$ _____
20_____	_____
20_____ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in accordance with Sections 10 and 11 hereof, and the Issuer will give notice of the redemption in the manner stated in said sections.]

Section 10. Manner of Payment/Transfers/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial

owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 11. Manner of Payment/Transfers/Not Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption

date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 12. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 13. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 14. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 15. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Purchase Agreement signed and presented by the Purchaser. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to effect the closing for the Obligations.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered

to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 16. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrevocable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2020	\$ _____.	2030	\$ _____.
2021	_____.	2031	_____.
2022	_____.	2032	_____.
2023	_____.	2033	_____.
2024	_____.	2034	_____.
2025	_____.	2035	_____.
2026	_____.	2036	_____.
2027	_____.	2037	_____.
2028	_____.	2038	_____.
2029	_____.	2039	_____.

Section 17. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 18. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund will be designated with both the name of the Obligations and the name Borrowed Money Fund (the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project and issuing the Obligations or (ii) transferred to the Debt Service Fund Account as provided by law.

Section 19. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale and issuance of the Obligations, and the Issuer authorizes and directs the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 20. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 21. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 22. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 23. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 24. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 25. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 26. Resolution Effective upon Adoption and Approval.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: June 29, 2020

Approved: June __, 2020

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF GREEN BAY

No. R-____ Registered
\$ _____

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2020A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	July 20, 2020	392641 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2021, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of bonds (the "**Obligations**") of the Issuer of an aggregate principal amount of \$15,550,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) separate initial resolutions adopted by the governing body of the Issuer on June 2, 2020, for the following purposes: street improvements; sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements; parking lots or other parking facilities; fire engines and other equipment of the fire department; parks and public grounds, including, but not limited to, improvements to various park facilities and buildings, concessions and restrooms, improvements to park entrances and parking, paving, and construction of a park bridge; buildings for the housing of machinery and equipment, including, but not limited to, window repairs to the East and West Department of Public Works shops, and roof and parapet repairs to

the West shop; and rubbish or refuse disposal, including, but not limited to, the purchase of garbage trucks; and (2) the resolution duly adopted by the governing body of the Issuer on June 29, 2020, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$15,550,000 General Obligation Corporate Purpose Bonds, Series 2020A, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered bonds.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after April 1, 2028 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2027 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below[, and if a portion, but not

all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.]

[The Obligations maturing on April 1 in the years 20__ and 20__ (collectively, the “**Term Bonds**”) are also subject to mandatory partial redemptions prior to their stated maturity dates, by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

Term Bonds Maturing April 1, 20__

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

Term Bonds Maturing April 1, 20__

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer

will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication

Dated: July ___, 2020

This Obligation is one of the Obligations
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO BOND SALE

On June 29, 2020, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation corporate purpose bonds in the principal amount of \$15,550,000. It is anticipated that the closing of this bond financing will be held on or about July 20, 2020. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: July ____, 2020

/s/ Kris A. Teske
City Clerk

CERTIFICATIONS BY CLERK

I, Kris A. Teske, certify that I am the duly qualified and acting Clerk of the City of Green Bay, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of \$15,550,000 General Obligation Corporate Purpose Bonds, Series 2020A, and All Related Details

I further certify as follows:

1. **Meeting Date.** On June 29, 2020, a meeting of the Governing Body was held beginning at _____ p.m.
2. **Posting.** On June ___, 2020 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On June ___, 2020 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___ voted Nay, and ___ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on June ___, 2020, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice**. I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of July ___, 2020.

Clerk

[SEAL]

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

June 29, 2020

Resolution No. ____

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$2,250,000 Taxable General Obligation Community Development Bonds, Series 2020B,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds for the following purpose (the “**Project**”):

Maximum Amount Authorized	Amount Borrowed	Purpose
\$2,250,000	\$,000	to provide financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, private developer shoreline treatment and paths within the City’s Tax Incremental District No. 22 relating to the phase II construction of the City’s Shipyard Project, a public recreation and entertainment area, and demolition and site preparation for future neighborhood community development.

2. On June 2, 2020, the Governing Body adopted resolutions including the initial resolution authorizing the issuance of general obligation bonds of the Issuer in the maximum principal amount and for the purpose described above (the “**Initial Resolution**”).

3. On June 2, 2020, the Governing Body also adopted a resolution authorizing and directing the publication of notice of the adoption of the resolutions including the Initial Resolution (the “**Publication Resolution**”).

4. On June 2, 2020, the Governing Body also adopted a resolution directing, among other things, that the Issuer issue a separate series of “Taxable General Obligation Community Development Bonds” to finance, on a taxable basis, projects which do not qualify for tax-exempt financing such as the Project (the “**Authorizing Resolution**”).

5. The Clerk of the Issuer caused notice of the following actions:
- (i) *Notice of the adoption of the Initial Resolutions.* Notice of the adoption of the Initial Resolutions was given by publication in the Issuer's official newspaper on June 5, 2020 in the manner and form directed by the Publication Resolution.
 - (ii) *Notice of the sale of the Obligations.* Notice of the sale (the "**Notice to Bidders**") of the \$2,250,000 City of Green Bay, Wisconsin Taxable General Obligation Community Development Bonds, Series 2020B (the "**Obligations**") was given to media typically monitored by potential bidders in the manner and form directed by the Authorizing Resolution.

These notices are made of record in these proceedings, and the Governing Body ratifies the notices.

6. No sufficient petition for referendum on the question of the adoption or effectiveness of the Initial Resolution or the issuance of the Obligations was filed with the Clerk of the Issuer within 30 days after the date on which the Initial Resolution was adopted.

7. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the "**Notice of Sale**"), written bids for the sale of the Obligations were received and delivered to the Governing Body.

8. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of _____ (the "**Purchaser**"), or a group that it represents, to purchase the Obligations on the terms specified in the Purchaser's bid. The Purchaser bid the price of \$_____ (the "**Purchase Price**"), plus any accrued interest, for the entire issue of Obligations and specified that the Obligations maturing on April 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2022	\$100,000	.00%	2032	\$115,000	.00%
2023	100,000	.00	2033	120,000	.00
2024	100,000	.00	2034	125,000	.00
2025	100,000	.00	2035	130,000	.00
2026	100,000	.00	2036	135,000	.00
2027	105,000	.00	2037	140,000	.00
2028	100,000	.00	2038	145,000	.00
2029	105,000	.00	2039	155,000	.00
2030	105,000	.00	2040	160,000	.00
2031	110,000	.00			

9. The Purchaser's bid complies with all terms of the Notice to Bidders and the Notice of Sale.

10. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

11. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

"Book-Entry System" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"Debt Service Fund" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"Debt Service Fund Account" has the meaning set forth in Section 16 hereof.

"Depository" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

"DTC" means The Depository Trust Company.

"Financial Officer" means the Treasurer.

"Fiscal Agent" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

"Governing Body" has the meaning set forth in the recitals to this resolution.

"Initial Resolutions" has the meaning set forth in the recitals to this resolution.

“**Issuer**” means the City of Green Bay, Wisconsin.

“**Municipal Officers**” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“**Notice of Sale**” has the meaning set forth in the recitals to this resolution.

“**Obligations**” means the \$2,250,000 City of Green Bay, Wisconsin Taxable General Obligation Community Development Bonds, Series 2020B, which will be issued pursuant to this resolution.

“**Original Issue Date**” means July 20, 2020.

“**Project**” has the meaning set forth in the recitals to this resolution.

“**Purchase Agreement**” means the purchase contract entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 14.

“**Purchase Price**” has the meaning set forth in the recitals to this resolution.

“**Purchaser**” has the meaning set forth in the recitals to this resolution.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the Issuer’s Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Treasurer.

“**Term Bonds**” means the Obligations maturing on April 1 in the years 20__, 20__ and 20__.]

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation community development bonds of the Issuer in the principal amount of \$2,250,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes and the authority granted by the adoption of the Initial Resolution to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of Green Bay, Wisconsin Taxable General Obligation Community Development Bonds, Series 2020B.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2021, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Principal Maturity Date (April 1)	Principal Amount	Interest Rate	Principal Maturity Date (April 1)	Principal Amount	Interest Rate
2022	\$100,000	.00%	2032	\$115,000	.00%
2023	100,000	.00	2033	120,000	.00
2024	100,000	.00	2034	125,000	.00
2025	100,000	.00	2035	130,000	.00
2026	100,000	.00	2036	135,000	.00
2027	105,000	.00	2037	140,000	.00
2028	100,000	.00	2038	145,000	.00
2029	105,000	.00	2039	155,000	.00
2030	105,000	.00	2040	160,000	.00
2031	110,000	.00			

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated

Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations maturing on and after April 1, 2028 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2027 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 9 and 10 hereof, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Term Bonds are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**"), the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

<u>Term Bonds Maturing April 1, 20__</u>	
<u>Sinking Fund Redemption Date (April 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

Term Bonds Maturing April 1, 20_____

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20_____	\$ _____
20_____	_____
20_____ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in accordance with Sections 9 and 10 hereof, and the Issuer will give notice of the redemption in the manner stated in said sections.]

Section 9. Manner of Payment/Transfers/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Not Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 14. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Purchase Agreement signed and presented by the Purchaser. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to effect the closing for the Obligations.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC, or to the Fiscal Agent in its capacity as a FAST agent for DTC, in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.

- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2020	\$ _____.	2030	\$ _____.
2021	_____.	2031	_____.
2022	_____.	2032	_____.
2023	_____.	2033	_____.
2024	_____.	2034	_____.
2025	_____.	2035	_____.
2026	_____.	2036	_____.
2027	_____.	2037	_____.
2028	_____.	2038	_____.
2029	_____.	2039	_____.

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due,

then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund will be designated with both the name of the Obligations and the name Borrowed Money Fund (the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project and issuing the Obligations or (ii) transferred to the Debt Service Fund Account as provided by law.

Section 18. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale and issuance of the Obligations, and the Issuer authorizes and directs the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer’s custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 22. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 23. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 24. Resolution Effective upon Adoption and Approval.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: June 29, 2020

Approved: June ___, 2020

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF GREEN BAY

No. R-_____ Registered
\$ _____

TAXABLE GENERAL OBLIGATION COMMUNITY DEVELOPMENT BOND, SERIES 2020B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	July 20, 2020	392641 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2021, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of bonds (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$2,250,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on June 2, 2020, to provide financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, private developer shoreline treatment and paths within the City’s Tax Incremental District No. 22 relating to the phase II construction of the City’s Shipyard Project, a public recreation and entertainment area, and demolition and site preparation for future neighborhood community development; and (2) the resolution duly adopted by the governing body of the Issuer on

June 29, 2020, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$2,250,000 Taxable General Obligation Community Development Bonds, Series 2020B, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered bonds.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after April 1, 2028 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2027 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed

on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.]

[The Obligations maturing on April 1 in the years 20__ and 20__ (collectively, the “**Term Bonds**”) are also subject to mandatory partial redemptions prior to their stated maturity dates, by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

Term Bonds Maturing April 1, 20__

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

Term Bonds Maturing April 1, 20__

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any

proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication

Dated: July ___, 2020

This Obligation is one of the Obligations
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO BOND SALE

On June 29, 2020, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation community development bonds in the principal amount of \$2,250,000. It is anticipated that the closing of this bond financing will be held on or about July 20, 2020. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: July ____, 2020

/s/ Kris A. Teske
City Clerk

CERTIFICATIONS BY CLERK

I, Kris A. Teske, certify that I am the duly qualified and acting Clerk of the City of Green Bay, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of \$2,250,000 Taxable General Obligation Community Development Bonds, Series 2020B, and All Related Details

I further certify as follows:

1. **Meeting Date.** On June 29, 2020, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting.** On June ___, 2020 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media.** On June ___, 2020 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.

4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___ voted Nay, and ___ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on June __, 2020, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice**. I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of July __, 2020.

Clerk

[SEAL]

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

June 29, 2020

Resolution No. ____

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$5,520,000 General Obligation Promissory Notes, Series 2020C,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds to finance improvements and renovations to municipal buildings, the purchase of vehicles and equipment for certain municipal departments, and various infrastructure improvements in The Railyard on Kellogg Street, Bond Street, and Donald Driver Way, within the City’s Tax Incremental District No. 14 (collectively, the “**Project**”).

2. On June 2, 2020, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately \$5,520,000 for the purposes of the Project (the “**Initial Resolution**”).

3. The Clerk of the Issuer caused notice of the sale (the “**Notice to Bidders**”) of the \$5,520,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2020C (the “**Obligations**”) to be given to media typically monitored by potential bidders in the manner and form directed by the Initial Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the notice.

4. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Notice of Sale**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.

5. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of _____ (the “**Purchaser**”), or a group that it represents, to purchase the Obligations on the terms specified in the Purchaser’s bid. The Purchaser bid the price of \$ _____ (the “**Purchase Price**”), plus any accrued interest, for the entire issue of Obligations and specified that the Obligations maturing on April 1 in the years shown below will bear interest at the respective interest rates shown below:

Maturity Date (April 1)	Principal Amount	Interest Rate
2021	\$230,000	.00%
2022	500,000	.00
2023	515,000	.00
2024	540,000	.00
2025	565,000	.00
2026	585,000	.00
2027	610,000	.00
2028	630,000	.00
2029	660,000	.00
2030	685,000	.00

6. The Purchaser's bid complies with all terms of the Notice to Bidders and the Notice of Sale.

7. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

8. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

“Book-Entry System” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning set forth in Section 16 hereof.

“Depository” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Financial Officer” means the Treasurer.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Governing Body” has the meaning set forth in the recitals to this resolution.

“Initial Resolution” has the meaning set forth in the recitals to this resolution.

“Issuer” means the City of Green Bay, Wisconsin.

“Municipal Officers” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Notice of Sale” has the meaning set forth in the recitals to this resolution.

“Obligations” means the \$5,520,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2020C, which will be issued pursuant to this resolution.

“Original Issue Date” means July 20, 2020.

“Project” has the meaning set forth in the recitals to this resolution.

“Purchase Agreement” means the purchase contract entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 14.

“Purchase Price” has the meaning set forth in the recitals to this resolution.

“Purchaser” has the meaning set forth in the recitals to this resolution.

“Record Date” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“Recording Officer” means the Issuer’s Clerk.

“Register” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the principal amount of \$5,520,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2020C.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2021, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360 day year of twelve 30 day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Principal	Principal	Interest
-----------	-----------	----------

<u>Maturity Date</u> <u>(April 1)</u>	<u>Amount</u>	<u>Rate</u>
2021	\$230,000	.00%
2022	500,000	.00
2023	515,000	.00
2024	540,000	.00
2025	565,000	.00
2026	585,000	.00
2027	610,000	.00
2028	630,000	.00
2029	660,000	.00
2030	685,000	.00

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If on any date the Obligations are not being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the

aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations maturing on and after April 1, 2028 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2027 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 9 and 10 hereof.

Section 9. Manner of Payment/Transfers/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Not Under Book-Entry System.

If on any date the Obligations are not being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 14. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Purchase Agreement signed and presented by the Purchaser. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to effect the closing for the Obligations.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2020	\$ _____.
2021	_____.
2022	_____.
2023	_____.
2024	_____.
2025	_____.
2026	_____.
2027	_____.
2028	_____.
2029	_____.

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the

Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project and issuing the Obligations or (ii) transferred to the Debt Service Fund Account as provided by law.

Section 18. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale and issuance of the Obligations, and the Issuer authorizes and directs the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the

books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 22. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 23. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 24. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 25. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: June 29, 2020

Approved: June ___, 2020

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF GREEN BAY

No. R-____ Registered
\$ _____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020C

Interest <u>Rate</u>	Maturity <u>Date</u>	Original <u>Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	July 20, 2020	392641 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2021, until the Principal Amount has been paid. Interest is computed on the basis of a 360 day year of twelve 30 day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$5,520,000, all of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on June 2, 2020, and (2) the resolution duly adopted by the governing body of the Issuer on June 29, 2020, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$5,520,000 General Obligation Promissory Notes, Series 2020C, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after April 1, 2028 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2027 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the

surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication

Dated: July __, 2020

This Obligation is one of the Obligations
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO NOTE SALE

On June 29, 2020, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the principal amount of \$5,520,000. It is anticipated that the closing of this note financing will be held on or about July 20, 2020. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: July ____, 2020

/s/ Kris A. Teske

City Clerk

CERTIFICATIONS BY CLERK

I, Kris A. Teske, certify that I am the duly qualified and acting Clerk of the City of Green Bay, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of \$5,520,000 General Obligation Promissory Notes, Series 2020C, and All Related Details

I further certify as follows:

1. **Meeting Date.** On June 29, 2020, a meeting of the Governing Body was held beginning at ____ p.m.

2. **Posting.** On June ___, 2020 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media.** On June ___, 2020 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.

4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on June ___, 2020, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice**. I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of July ___, 2020.

Clerk

[SEAL]

**A RESOLUTION 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 local State of Emergency for the City of Green Bay shall be extended and will automatically expire on June 30, 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, and the 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 allow the City to act quickly as necessary to protect the public order, life, health and safety of the citizens of the City of Green Bay; and

WHEREAS, on June 29, 2020 the Common Council met to consider this matter; and

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 July 22, 2020 at 5:00 p.m., unless extended.

THIS RESOLUTION is enacted by the Common Council this 29th day of June 2020.

Council this 21st day of April 2020.

Eric Genrich, Mayor

Attest:

Kris Teske, Clerk

GENERAL ORDINANCE NO. 18-20

**AN ORDINANCE
CREATING SECTION 6.158
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKLET PERMITS**

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

SECTION 1. Section 6.158, Green Bay Municipal Code, is hereby created to read:

6.158 PARKLET PERMIT.

(1) DEFINITIONS.

(a) Parklet. A temporary extension of the terrace area into the parking lane of a public street which provides additional space for amenities, including, but not limited to, seating, dining, bike racks, and/or landscaping. A Parklet may occupy up to two (2) parking spaces or parking space equivalent units.

(b) Parking Space. A designated area between the travel lane of a street and the face of curb, marked by the City of Green Bay Department of Public Works, and dedicated solely for use as automobile parking.

(c) Parking Space Equivalent Unit. An unmarked area located between the travel lane of a street and the face of curb, measuring eight (8) feet perpendicular from the curb face by twenty (20) feet parallel to the curb face.

(2) **PERMIT REQUIRED.** No person shall operate a Parklet without first obtaining a permit under this section. The Parklet permit shall be valid to occupy the Parking Space(s) or Parking Space Equivalent Unit(s) between the dates of May 1 through October 31, inclusive, annually.

(3) **TECHNICAL STANDARDS.** Parklets shall conform to the following technical standards:

(a) The Parklet shall provide for unimpeded and ADA-complaint pedestrian access to the sidewalk.

(b) The Parklet shall maintain drainage of storm water in curb line without impediment.

- (c) The finished surface of the parklet shall be flush with the top of curb within one-half (1/2) inch in vertical difference.
- (d) The Parklet shall not prohibit access to utilities located within the public right-of-way, and must be able to be removed upon 72-hour notice to provide access to utilities, if requested.
- (e) The Parklet owner shall be responsible for maintenance within the Parklet area, including garbage collection.
- (f) Reflective soft-hit posts shall be installed on each corner of the Parklet.
- (g) The outside, traffic-facing edge of the Parklet shall be protected by Manual of Uniform Traffic Control Devices-compliant object markers.
- (h) If the Parklet is to be used as a Sidewalk Café, as defined under Section 6.155, GBMC, applicant must also obtain a Sidewalk Café permit.
- (i) Parklet applicant shall be required to provide a Certificate of Insurance, listing the City of Green Bay as an additional insured, for the classifications and limits established by the City of Green Bay Risk Management Department.

(4) APPLICATION. Priority consideration will be given to applications submitted between the dates of November 1 and February 1. The Department of Public Works will consider all submitted applications between February 15 and May 1 of any given year, unless the Department of Public Works grants an extension due to issues raised during the application process. Applications submitted outside this time window will be reviewed on an as-submitted basis.

(5) FEE. The fee for a Parklet permit shall represent the equivalent cost of the daily parking meter bagging fee, multiplied by five (5) days per week, for a period of twenty six (26) weeks, per stall occupied. Fees for Parklets not in operation for the full allowable period of May 1 through October 31, inclusive, will be prorated.

(6) DURATION OF PERMIT. A Parklet permit shall be valid throughout the period of three (3) calendar years, beginning on the date of issuance. The Parklet permit is non-transferrable without the written consent of the Director of the Department of Public Works.

(7) APPEAL PROCEDURE. Any person aggrieved may appeal the denial or revocation of a Parklet permit to the Improvement and Services Committee. The applicant shall file written notice of appeal with the City Clerk within seven (7) days after receiving notice of the denial. After obtaining receipt of the appeal, the Committee shall place the matter on the soonest Improvement and Services Committee agenda practicable for review.

(8) DUTIES OF PERMITTEE. A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.

(9) REVOCATION OR SUSPENSION OF PERMIT.

(a) The Director of Public Works may revoke a Parklet permit if they determine that the permittee has violated the Technical Standards contained herein; if they determine that occupancy of the parklet is detrimental to the public health, safety, or welfare; or if the right-of-way subject to such permit is required for some other public purpose.

(b) The Director of the Department of Public Works may revoke a Parklet permit if the applicant has misrepresented or provided false information in the application.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

SMG

5/5/20

GENERAL ORDINANCE NO. 20-20

**AN ORDINANCE
REPEALING AND RE-CREATING SECTION 33.03(5)
GREEN BAY MUNICIPAL CODE,
RELATING TO TEMPORARY EXPANSION OF PREMISES**

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

SECTION 1. Section 33.03(5) Green Bay Municipal Code, is hereby repealed and re-created to read:

(5) Temporary expansion of premises.

(a) Temporary expansion of licensed premises.

1. *Temporary expansion of **licensed** premises description.* The City Clerk is hereby authorized and directed to issue retail alcohol beverage licenses temporarily expanding the liquor license premises description for establishments holding an alcohol beverage license to include outdoor areas owned by or under control of the licensee, as well as outdoor areas approved by the Police Department, Department of Public Works, Department of Parks Recreation and Forestry and/or Department of Community and Economic Development – Inspections Division, including but not limited to sidewalk areas immediately adjacent to the licensed premises, park property immediately adjacent to and contiguous with the licensed premises, and any other similarly situated property.
2. *Application.* A licensee holding any Class B (beer), Class B (liquor), or Class B combination, **or Class C (wine)** license, as defined under Section 33.01, GBMC, shall submit a separate application for Temporary Expansion of Licensed Premises Description to the City Clerk. The application shall include all of the following:
 - i. A description of the area to be included in the temporary expansion. The expanded area is subject to the requirements of Wis. Stat. Chapter 125 and Green Bay Code of Ordinances.
 - ii. Proof that the licensee has the right to occupy the area described. If the property consists of City right-of-way, the licensee must obtain a revocable occupancy permit by applying through the Department of Public Works in accordance with Section 9.27, GBMC.

- iii. A detailed plan of how physical distancing will be maintained.
 - iv. A security plan indicating how the area will be monitored and secured to delineate area boundaries.
 - v. A special permit for waiver of the noise ordinance which must be obtained from the Green Bay Police Department in accordance with Green Bay Municipal Code section 27.203(5).
3. *Return to original premises description.* Any premises description expanded under this section shall be removed no later than December 31, 2020, at which time the licensed premises shall automatically return to the liquor license premises description identified and approved as part of the licensee's annual license application without further action on the part of the licensee or Common Council.
4. *Revocation.* The City Clerk may revoke a temporary licensed premises description expansion for any of the following reasons:
- vi. It is determined that the licensee has violated Chapter 33, GBMC, or Ch. 125, Wis. Stats.;
 - vii. The revocable occupancy permit is revoked;
 - viii. The licensee no longer has the right to occupy the area included as part of the temporary licensed premises description expansion;
 - ix. The Clerk determines that occupancy of the area is detrimental to the public health, safety, or welfare; or
 - x. The right-of-way subject to such temporary licensed premises description expansion is required for a public purpose.
5. *Appeal Procedure.* Any person aggrieved may appeal the denial or revocation of a temporary expansion of licensed premises description to the Protection and Policy Committee. The applicant shall file written notice of appeal with the City Clerk within seven days after receiving notice of the denial. After obtaining receipt of the appeal, the Committee shall place the matter on the soonest Protection and Policy Committee agenda practicable for review.
6. *Possession of intoxicants on expanded premises.* Individuals may consume intoxicating liquor or fermented malt beverages on any premises authorized under this section.

(b) Temporary use of premises adjacent to non-licensed establishments. Establishments defined as a “restaurant” under Wis. Stat. § 97.01(14g) or an “eating and drinking establishment” under Brown County Code of Ordinances § 37.10 may apply to expand their premises to include outdoor areas approved by the Police Department, Department of Public Works, Department of Parks, Recreation and Forestry, and/or Department of Community and Economic Development in the same manner described in section (a). Alcohol beverages may not be sold, served, or consumed on the expanded premises of non-licensed establishments.

SECTION 2. Sunset Provision. This ordinance is hereby repealed effective December 31, 2020.

SECTION 3. Conflicting sections. Any ordinance in conflict with this section shall be superseded by this section.

SECTION 4. Effective date. This ordinance shall take effect immediately upon its passage and publication.

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

APPROVED:

Mayor

ATTEST:

Clerk

ljm

6/29/2020

GENERAL ORDINANCE NO. 19-20

**AN ORDINANCE
CREATING SECTION 9.17,
GREEN BAY MUNICIPAL CODE,
RELATING TO RESPONSIBLE BIDDER CRITERIA**

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

SECTION 1. Section 9.17, Green Bay Municipal Code, is hereby created to read:

Sec. 9.17. Responsible Bidder Criteria

- (1) *Purpose.* Pursuant to Wis. Stat. §§ 66.0901 and 62.15, all public works contracts, including any contract for the construction, execution, repair, remodeling, or improvement of any public work or building, or for the furnishing of supplies or material of any kind, where the estimated cost of such work will exceed \$25,000, shall be let by contract to the lowest responsible bidder. What constitutes a “responsible bidder” is a determination that requires the exercise of discretion by the City and its departments, officials, and/or employees under reasonably consistent responsible bidder criteria, as provided in this ordinance.
- (2) *Definitions.*
 - (a) *Contractor.* A person, corporation, partnership, or any other business entity that performs work on a public works contract as a general contractor, prime contractor, or subcontractor at any tier.
 - (b) *Class A Registered Apprenticeship Program.* An apprenticeship program that is currently registered with either a State or federal governmental entity and that has a graduated apprentices to journeyman job classification system process as well as a bona fide training program.
 - (c) *Public Works Contract.* Any contract for the construction, execution, repair, remodeling, or improvement of any public work or building, or for the furnishing of supplies or material of any kind, where the estimated cost of such work will exceed \$25,000.
- (3) *Responsible Bidder Criteria.* In order to be considered a responsible bidder by the City for purposes of being awarded a public works contract, all of the following criteria must be met:
 - (a) The contractor must maintain a permanent place of business.

- (b) The contractor must be authorized to do business in the State of Wisconsin.
- (c) The contractor and any agent, partner, employee, and/or officer of the contractor must not be debarred, suspended, proposed for debarment, or declared ineligible from contracting with any unit of federal, state, or local government.
- (d) The contractor must be in compliance with the provisions of Section 2000e of Chapter 21, Title 42 of the United States Code, and Federal Executive Order No. 11246, as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).
- (e) The contractor must have adequate and appropriate:
 - 1. General liability insurance;
 - 2. Automobile insurance, except when a licensed motor vehicle is not used in the performance of the contract; and
 - 3. Workers' compensation and unemployment insurance, except when the contractor does not have employees.
- (f) For all projects undertaken within the past five (5) years in any jurisdiction in which state or federal prevailing wage laws apply, the contractor must have complied with all provisions of such laws. This provision is intended to include projects that are federally funded or otherwise subject to federal Davis-Bacon-related laws.
- (g) If determined to be appropriate in the discretion of the Director of the Department of Public Works at the time a Request for Bids or Request for Quotes is issued where the public works contract exceeds two million dollars, the contractor must participate in a Class A Registered Apprenticeship Program.
- (h) The contractor must have a written substance abuse prevention program that meets the requirements of Wis. Stat. § 103.503.
- (i) The contractor must have, and diligently maintain, a written safety program.
- (j) The employees who will perform work on the project for the contractor must be properly classified as employees or independent contractors under all applicable laws.
- (k) If the contractor has been the subject of any order or judgment from any state or federal agency or court concerning an employment practice, the contractor must provide copies of the investigation, order, or judgment for the City to

consider as a factor in determining whether the contractor is a responsible bidder. The contractor may be disqualified for failing to provide the required documentation.

- (l) The contractor's employees who will perform work on the project must be covered under a current worker's compensation policy and must be properly classified under such policy.
 - (m) The contractor must be in compliance with all laws regarding health insurance coverage for employees.
 - (n) The contractor must possess all applicable professional and trade licenses required for performing the public works contract.
 - (o) The contractor must have adequate financial resources to complete the public works contract, and to complete all other work the bidder is presently under contract to complete.
 - (p) The contractor must be bondable for the terms of the proposed public works contract.
- (4) *No restriction on discretion.* If information is discovered or comes into the possession of the City or a City department, official, and/or employee responsible for awarding the public works contract, and if such information calls into question the contractor's abilities or competence to faithfully and responsibly comply with the terms of a public works contract, and such information is considered to be both credible and verifiable, then that information shall be considered in determining whether the contractor is a responsible bidder.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

ljm

6/29/2020

DRAFT

GENERAL ORDINANCE NO. 21-20

**AN ORDINANCE
AMENDING SECTION 29.208,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS**

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

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING zones:

BROADWAY, east side, from a point 10 feet north of Kellogg Street to a point 50 feet south of Kellogg Street.

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended to remove the following 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zones:

BROADWAY, east side, from a point 205 feet south of Bond Street to a point 10 feet north of Kellogg Street.

BROADWAY, east side, from a point 50 feet south of Kellogg Street to a point 175 feet south of Kellogg Street.

SECTION 3. Section 29.208, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING zones:

BROADWAY, east side, from a point 85 feet north of Kellogg Street to a point 70 feet south of Kellogg Street.

SECTION 4. Section 29.208, Green Bay Municipal Code, is hereby amended to establish the following 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zones:

BROADWAY, east side, from a point 205 feet south of Bond Street to a point 85 feet north of Kellogg Street.

BROADWAY, east side, from a point 70 feet south of Kellogg Street to a point 175 feet south of Kellogg Street.

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

APPROVED:

Mayor

ATTEST:

Clerk

DJAH

ZONING ORDINANCE NO. 09-20

**AN ORDINANCE REZONING PROPERTY LOCATED
AT 1341 BROSIG STREET FROM GENERAL COMMERCIAL (C1) DISTRICT
TO VARIED DENSITY RESIDENTIAL (R3) DISTRICT
(ZP 20-17)**

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 a portion of the following described property located at 1341 Brosig Street from General Commercial (C1) District to Varied Density Residential (R3) District:

Lot 2 of 48 CSM 174 BNG PRT of SW1/4 SW1/4 Sec9 T23N R21E
Tax Parcel 21-134-2

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

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

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

APPROVED:

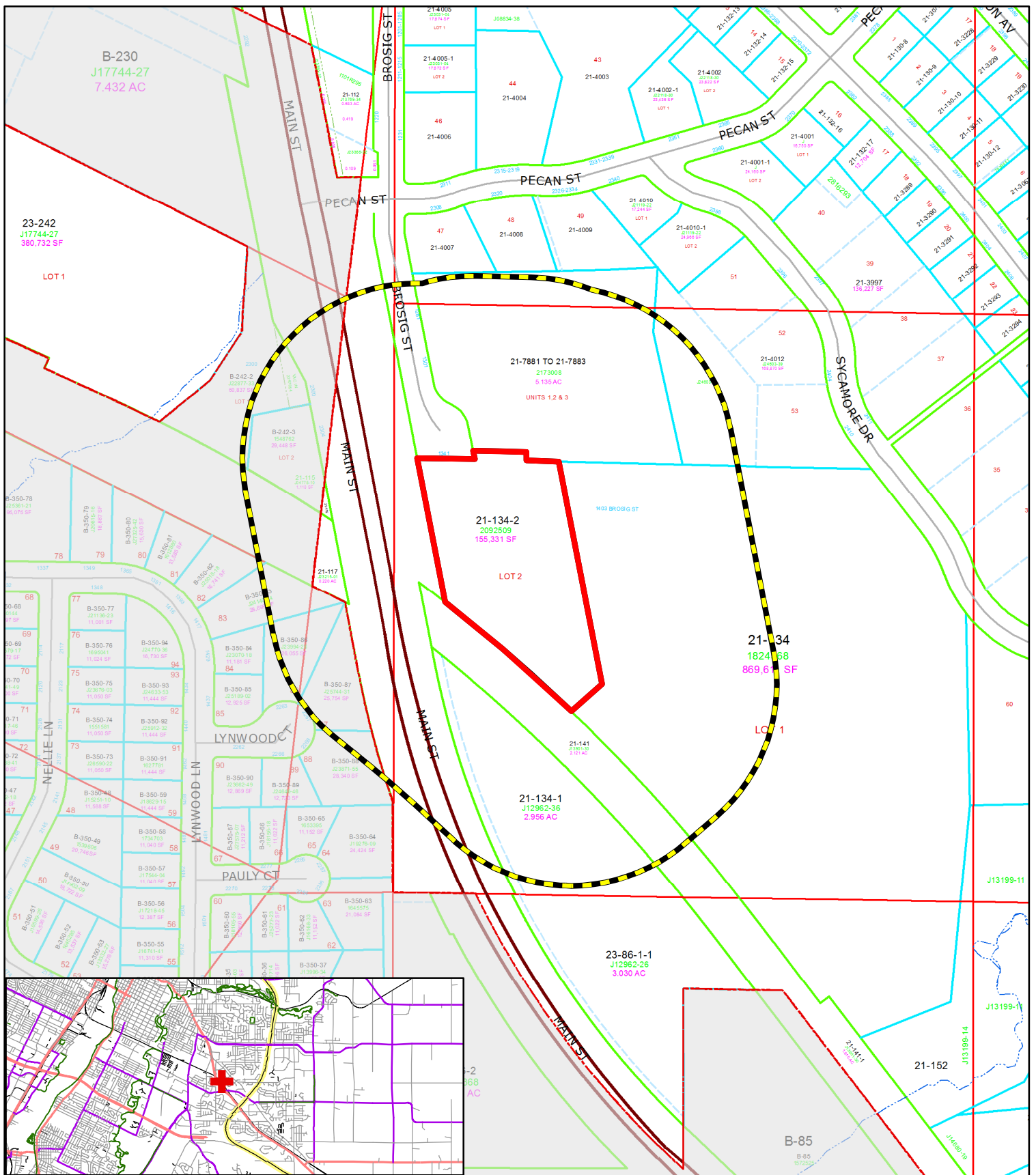
Mayor

ATTEST:

Clerk

pn

Attachment – Map



Zoning Petition (ZP 20-17) **Proposed Rezoning** **1341 Brosig 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

For Official Notice:

**Public Notification
Proposed Rezoning
1341 Brosig Street
(ZP 20-17)**

The Green Bay Plan Commission will hold a public hearing on **Monday, June 22, 2020**, at 6:00 p.m. The meeting will be conducted at 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://us02web.zoom.us/j/86707849731?pwd=U2VBZVp5ZkJsN2JKSHdtd3NyemRHQT09>

Meeting ID: 867 0784 9731

Password: 986694

One tap mobile

+13017158592,,86707849731#,,1#,986694# US (Germantown)

+13126266799,,86707849731#,,1#,986694# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 867 0784 9731

Password: 986694

Find your local number: <https://us02web.zoom.us/u/kD53fzrW3>

The hearing is regarding the following:

A request to rezone 1341 Brosig Street from General Commercial (C1) to Varied Density Residential (R3), submitted by James Heyrman, Page Bellevue, LLC, property owner.
(Ald. L. Gerlach, District 3)

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: June 8, 2020 and June 15, 2020



Report to the
Common Council
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # Z.I

A request by Ald. Barbara Dorff to the Parks Committee which reads: "To consider putting on a Park in the Bay Highlands area as requested by residents. Here are two possible suggestions. The city owns parcel # 21-242-3 on Wolverine Trail. It's not an extremely deep lot but it's over 46,000 square feet. Or there is land to the east of Kwik Trip that is in Kwik Trips name that is sitting empty but that might cost more to purchase this land."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Common Council
of the City of Green Bay

MEETING DATE

June 29, 2020

PREPARED BY

AGENDA ITEM # Z.2

A request by Ald. Barbara Dorff to the Plan Commission to estimate potential costs and benefits of proposed Grandview development.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None