



AGENDA OF THE COMMON COUNCIL

TUESDAY, AUGUST 18, 2020, 6:00 PM

Virtual Meeting

Public may also view at

www.youtube.com/CityOfGreenBay

A. Zoom Meeting Information

- I. Please find information and instructions about the Zoom (virtual) meeting.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

- I. The invocation will be led by Alder Mark Steuer, District 10.

E. Approval of Minutes.

- I. Approval of the minutes from the July 21, 2020 Common Council meeting.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Recognitions and Awards.

J. Appointments.

- I. **New Appointments**

- Transit Commission

- Jessica Franco-Morales, 1530 S. Huron Road, Green Bay, 54302

- Term to expire: September 1, 2023

2. Brown County Plan Commission
Steven Grenier, 341 Charity Lane, Green Bay, 54311
Term to expire: May 1, 2023
3. Appointment of Cheryl Renier-Wigg as Interim Director of Community and Economic Development, effective August 22, 2020.

K. Ordinances - Second Reading for Adoption.

1. General Ordinance No.28-20
An ordinance amending Section 13-522(a)(7), Green Bay Municipal Code relating to permitted temporary uses and structures.
2. General Ordinance number 22-20
An ordinance repealing and recreating Section 6.39, Green Bay Municipal Code, relating to mobile food establishments.
3. General Ordinance 24-20
An ordinance amending Section 2.06(8), Green Bay Municipal Code, relating to reading of ordinances.
4. General Ordinance No. 26-20
An ordinance amending Section 30.20, Green Bay Municipal Code, relating to Storm Water Utility.
5. General Ordinance No. 27-20
An ordinance amending Chapter 9, Subchapter IV, Green Bay Municipal Code, relating to Special Assessments.

L. Report of the Redevelopment Authority (August 11, 2020).

1. To approve Term Sheet 20-02 with Gorman and Company for a development project at 227 N. Quincy St., 221 N. Quincy St., 624 Pine St., 618 Pine St., 616 Pine St., and 505 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191) (Associated Bank Parking Lot), subject to minor legal and technical revisions.

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

2. To approve Term Sheet 20-03 with Van Ess Family Limited Partnership for a development project at 425 S. Adams St. and 441 S. Adams St. (Tax Parcels 13-99 and 13-98), subject to minor legal and technical revisions.

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

3. To proceed as directed in closed session regarding the Purchase and Sale Agreement to acquire Tax Parcels 6-9, 6-10, 6-11, 6-12, 6-12-1, 6-12-2, 6-12-3, 6-12-4, 6-12-5, 6-12-A, 6-12-A-1, 6-12-B, 6-12-B-1, 6-13, 6-13-1, 6-13-A, 6-15, 6-15-A, 6-16, 6-17, 6-31, and 6-34 from Wisconsin Public Service Corporation (Pulliam Plant).

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 will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

M. Report of the Improvement & Services Committee (August 12, 2020).

1. To approve the request by Dave Baumgart to rescind invoice in the amount of \$89.10 for a lot cleanup at 858 Shawano Avenue.
2. To refer to staff the request to review policy for reimbursement to property owners who repair tree-damaged sidewalk to revise the current policy and bring modified policy back to the September 9, 2020 Improvement and Services Committee meeting. (Ald. Wery)
3. To approve reimbursing the material cost only on request by Matthew Johnson for additional compensation related to replacement of tree-damaged sidewalk at 1420 Frank Street.
4. To refer to staff the request for status update on plans to address chronic flooding in the vicinity of Main and East Mason Streets and Department of Public Works staff to report back to the Committee on feedback from designer on phasing the project. (Ald. Nicholson)
5. To approve the request by Brown County for the City of Green Bay to accept dedication of regional storm water management infrastructure for the Fox River Papermaking Corridor.
6. To approve the request by Green Bay Public Arts Commission to commission a mural on the east abutment wall for the Tilleman (Mason Street) Bridge at the intersection of East Mason Street and Monroe Avenue.
7. To approve General Ordinance No. 23-20, amending Section 21.09, Green Bay Municipal Code, relating to Cross Connection Control Program.
8. To approve the request by Department of Public Works to execute Amendment XI to the Brown County Municipal Recycling Agreement.
9. To approve the request by Department of Public Works to award construction contracts at a staff level and report the awards at the next regular meeting of the Improvement and Services Committee for the following:
 - A. SEWERS 7-20 MINI SEWERS
 - B. SEWERS 8-20 FINGER ROAD SANITARY SEWER
10. To receive and place on file the award of the contract SEWERS 5-20 S. GRANDVIEW ROAD SANITARY SEWER to the low responsive bidder, PTS Contractors, Inc., in the amount of \$1,826,994.

11. To approve the award of the following contracts:

A. RFB #3255 HVAC INSTALLATION AT PARK SHOP to the low responsive bidder, AMA, Inc., in the amount of \$39,929 base bid and, if needed, Alternate Bid 1 in the amount of \$10,996.

B. SEWERS 6-20 BASIN REPAIR to the low responsive bidder, Michels Corp., in the amount of \$1,219,465.

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

A. Granting of Licenses

I. Sidewalk Builder

a. Howard Immel, Inc.

b. SD Ellenbecker, Inc.

c. Total Construction/Joe Mains Concrete

N. Report of the Protection & Policy Committee (August 10, 2020).

1. To approve a change of agent for Oneida Nation at 2370 W. Mason St.

2. To approve a change of agent for Oneida Nation at 2597 W. Mason St.

3. To approve a change of agent for Oneida Nation at 501 Packerland Dr.

4. To hold until the September 14, 2020 Protection & Policy meeting a communication from Alder Dorff to research and create a fair housing ordinance for the City of Green Bay, previously discussed at the July 8, 2019 & July 13, 2020 Protection & Policy meetings.

5. To approve a request by Green Bay Sportservice, Inc. at 1265 Lombardi Ave. to temporarily extend their licensed premises on September 18, 2020 for a one-day special event, subject to complaint.

6. To approve a "Class A" Liquor and Class "A" Beer license application for Convenience Store Operations LLC at 1300 S. Military Ave. with a licensed premises description as "gas station, convenience store, 1500 sq ft," with the approval of the proper authorities. (Currently license as Saneha Petroleum, Inc.)

7. To approve a "Class A" Liquor and Class "A" Beer license for Neenah Mini Mart, LLC at 601 N. Military Ave. with a license description as "3780 sq ft, beer cooler, overstock in main fl, liq sold behind counter, office," with the approval of the proper authorities. (Currently licensed as Van Zeeland Oil Co., Inc. with a Class "A" Beer license).

8. To approve an available "Class B" Combination license by Scott Reckelberg at 2056 Main St. with a licensed premises as "bar, backroom, walk-in cooler," with the approval of the proper authorities. (Previously licensed as V3, LLC during the 2019-2020 license year).

9. To hold a special meeting of the Protection and Policy Committee on October 8, 2020 to discuss a request by Ald. Galvin that the City consider taking fluoride out of the treatment process for the city water

To recommend amendment of the item to read “a request by Ald. Galvin, filed on behalf of constituent Brenda Staudenmaier, that the City consider taking fluoride out of the treatment process for the City water.”

10. To hold for 60 days a request by Ald. Brunette to refund the re-inspection fees at 2468 West Point and for the city to appeal to the federal government to allow for the property owner's shed to remain, previously discussed at the April 27 Protection & Policy Committee meeting.
11. To deny an appeal for Hoff Investment Properties, LLC at 1019 Velp Ave. regarding his re-inspection fees.
12. To approve an appeal by Charise Webster regarding the denial of her operator's license.
13. To approve a joint request from Ald. Gerlach and Ald. Corpus-Dax for the City of Green Bay to sign-on to the Resolution passed by the Wisconsin Public Health Association declaring racism as a public health crisis in Wisconsin.
14. To receive and place on file The Liquor Violation Report for August 10, 2020.

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

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

P. Report of the Plan Commission (August 10, 2020).

1. To amend the Legends District PUD (ZO 12-11), subject to the draft Planned Unit Development (PUD). (Public hearing held 08/10/20)
2. To amend Zoning Ordinance 6-20 (Whitney Park Townhomes) to Adjust lot and impervious surface regulations for lots within the Planned Unit Development (PUD) at the 200 Block N. Van Buren Street, subject to the draft Planned Unit Development (PUD). (Public hearing held 08/10/20)
3. To approve a partial discontinuance of a landscape easement located at 2845 Greenbrier Road, subject to the following conditions:
 1. AT&T has fiber optic cables in this area and they may be in conflict with the driveway proposal. A solution must be met between the applicant and AT&T prior to recording this discontinuance.
 2. In the event that sidewalks are required to be constructed along Greenbrier Road, the adjacent owner(s) shall, at their expense, regrade the area to conform to the established sidewalk grade ordinance.
4. To amend Chapter 13-1716(e), Green Bay Zoning Code regarding game day parking. (Public hearing held 08/10/20)
5. To amend Chapter 13-522, Green Bay Zoning Code regarding game day camping. (Public hearing held 08/10/20)

Q. Report of the Finance Committee (August 4, 2020).

1. To approve a resolution authorizing 2020 transfer of \$378.00 from contingency to sandbags related to Brown County invoice for prefilled sandbags for the public.
2. To approve the Forward Appraisal revaluation contract for the sum of \$388,900.00.
3. To approve a resolution authorizing 2020 transfer of \$50,000.00 from contingency to Assessor's contractual services for the Forward Appraisal revaluation contract.
4. To approve moving forward with an RFQ for the purchase of a replacement tornado siren on Lombardi at Lambeau to be paid for by contingency.

R. Report of the Park Committee (August 12, 2020).

1. To approve the proposed phasing plan and budget for the shoreline/beach project at Bay Beach Amusement Park.
2. To approve the proposed refinancing plan for the shoreline/beach project at Bay Beach Amusement Park.
3. To approve the purchase of one(1) Skid-Steer Loader for \$39,208 from Bobcat Plus Inc. to the lowest responsive, responsible vendor.

S. Report of the Personnel Committee (August 4, 2020).

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Development Director
 - b. Housing Inspector
 - c. Park Maintenance Worker

T. Report of the Public Arts Commission (July 22, 2020).

1. To approve selected Project Option #1, Artistic Seating, to be developed into an RFP to find an artist to fabricate the art piece project concept developed by staff to be located at Danz Park.
2. To approve the "Fox Trot" mural piece, selected by Astor Neighborhood Association, to be placed on the east wall of the S. Monroe and E. Mason Street underpass.
3. To select and approve the project, Salva-Jelly Bloom, as the finalist for the Alley Transformation Project for the new location at 112 N. Adams Street.

U. Report of the Traffic, Bicycle, and Pedestrian Commission (July 20, 2020).

1. To receive and place on file the report by the Police Department of the 2020 2nd quarter serious injury and fatality crashes.
2. To refer to staff the request to establish a 3-WAY STOP condition at Western Avenue at Maryhill Drive.

3. To install bike lanes on Radisson Street between Webster Avenue and Irwin Avenue.
4. To remove the PERMIT PARKING ONLY 7 AM TO 5 PM MONDAY THROUGH FRIDAY zone on the west side of Washington Street from a point 140 feet south of Stuart Street to a point 375 feet south of Stuart Street.
5. To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the west side of Washington Street from Stuart Street to a point 140 feet south of Stuart Street.
6. To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the west side of Washington Street from a point 375 feet south of Stuart Street to Crooks Street.
7. To establish and adopt by ordinance a 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the west side of Washington Street from Stuart Street to Crooks Street.
8. To remove the NO PARKING zone on the east side of Maple Avenue from a point 30 feet south of School Place to a point 20 feet north of School Place.
9. To establish and adopt by ordinance a NO PARKING zone on the east side of Maple Avenue from a point 100 feet south of School Place to a point 20 feet north of School Place.
10. To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the west side of Washington Street from a point 260 feet north of Adams Street to a point 180 feet south of Crooks Street.
11. To remove the 30 MINUTE LOADING zone on the west side of Washington Street from a point 180 feet south of Crooks Street to a point 25 feet south of Crooks Street.
12. To establish and adopt by ordinance a 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the west side of Washington Street from a point 260 feet north of Adams Street to a point 25 feet south of Admiral Flatley Court.
13. To establish and adopt by ordinance a NO PARKING zone on the west side of Washington Street from a point 25 feet south of Admiral Flatley Court to Admiral Flatley Court.
14. To establish and adopt by ordinance a NO PARKING RIDE SHARE & TAXI LOADING ONLY NIGHTLY FRIDAY THROUGH SUNDAY 6 PM TO 3 AM on the north side of Doty Street from Washington Street to a point 95 feet east of Washington Street.

V. Ad Hoc Committee on Elections (July 23, 2020 and August 13, 2020)

1. To approve the next four meeting dates, August 13 and 27, September 10 and 24. (July 23)
2. To receive and place on file the update from the August 11, 2020 election. (August 13)

W. Receive and Place on File.

1. Building Permit Report for July 2020.
2. The Municipal Court Report for August 2020.

X. Committee of the Whole.

1. Update with possible action on status of litigation in McDuffie, Carl, et al. v. City of Green Bay, et al 19-CV-1611.

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

2. Consideration with possible action to fill two (2) Battalion Chief Positions starting August 30, 2020.
3. Consideration with possible action on the "Resolution Extending the State of Emergency for the City of Green Bay COVID-19 Response."
4. INFORMATIONAL ONLY: Update and discussion on public access to City facilities and programs during COVID-19.

Y. Resolutions.

1. Final resolution authorizing water main and/or water services and levying special assessments against property.
2. Final resolution authorizing sanitary sewer and/or sanitary sewer lateral improvements and levying special assessments against property.
3. Final resolution authorizing storm sewer and/or storm sewer lateral improvements and levying special assessments against property.
4. Resolution authorizing 2020 transfer of \$378.00 from contingency to sandbags related to Brown County invoice for prefilled sandbags for the public.
5. Resolution authorizing 2020 transfer of \$50,000.00 from contingency to Assessor's contractual services for the Forward Appraisal revaluation contract.
6. Resolution authorizing release of landscape easement for 2845 Greenbrier Road.
7. Resolution drawing final orders to contractors for August 18, 2020.
8. Resolution authorizing and providing for the sale and issuance of \$7,615,000 general obligation refunding bonds, series 2020D, and all related details.
9. Resolution authorizing and providing for the sale and issuance of \$2,085,000 taxable general obligation refunding bonds, series 2020E, and all related details.
10. A resolution extending the State of Emergency for the City of Green Bay COVID-19 response.

Z. Ordinance - First and Final Reading for Adoption.

1. Zoning Ordinance No. 11-20
An ordinance amending Zoning Ordinance 6-20: Planned unit Development located in the 200 block of North Van Buren Street.

AA. Ordinances - First Reading.

1. General Ordinance No. 30-20
An ordinance amending Section 29.208, Green Bay Municipal Code, relating to parking regulations.
2. Zoning Ordinance No. 10-20
An ordinance amending planned unit development ZO 12-11 Zoning certain lands located in the 900 and 1000 blocks of Lomardi Avenue and Tony Canadeo Run.
3. General Ordinance No. 32-20
An ordinance creating Section 13-1714-5, Green Bay Municipal Code, relating to game day parking.
4. General Ordinance No. 31-20
An ordinance amending Section 13-522(a), Green Bay Municipal Code, relating to permitted temporary uses and structures.
5. General Ordinance No. 23-20
An ordinance amending Section 21.09, Green Bay Municipal Code, Relating to Cross-Connection Control Program.

BB. Referral of Petitions & Communications.

CC. 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 2020-08-18

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/81054152884>

Meeting ID: 810 5415 2884

Passcode: 911888

One tap mobile

+19292056099,,81054152884#,,,,,0#,,911888# US (New York)

+13017158592,,81054152884#,,,,,0#,,911888# 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: 810 5415 2884

Passcode: 911888

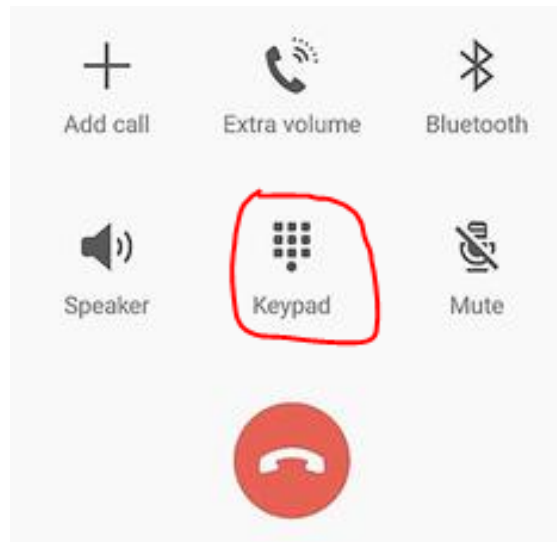
Find your local number: <https://us02web.zoom.us/j/81054152884>

Additional Information

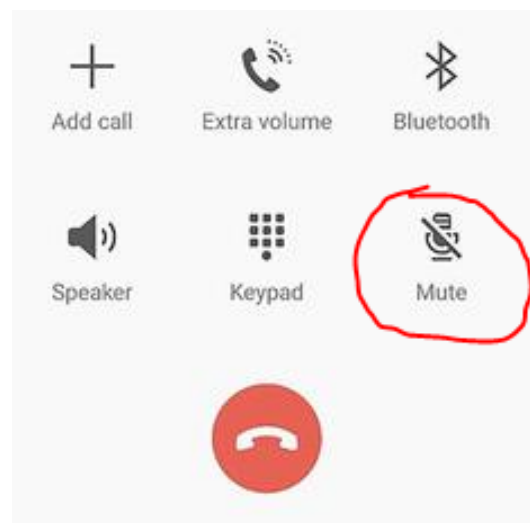
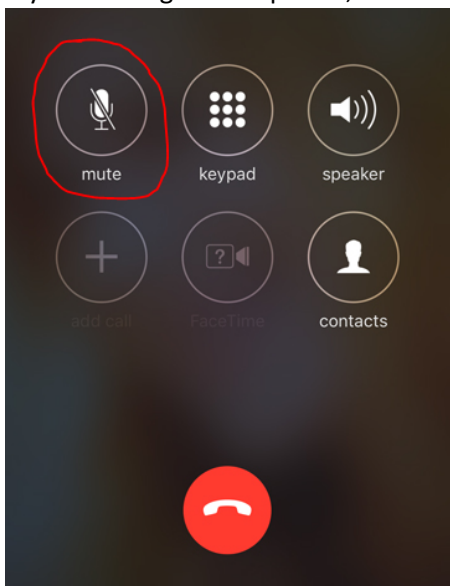
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
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 attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

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. 28-20

AN ORDINANCE
AMENDING SECTION 13-522(a)(7),
GREEN BAY MUNICIPAL CODE,
RELATING TO PERMITTED TEMPORARY
USES AND STRUCTURES

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

SECTION 1. Section 13-522(a)(7), Green Bay Municipal Code, is hereby
amended as follows:

(7) Additional temporary uses. All other temporary uses or structures are prohibited unless application is made to the Planning Department, which may allow other temporary uses and structures for a maximum of fifteen (15) ninety (90) days per calendar year, ~~provided that staff determines that the proposed temporary use or structure is substantially similar to a temporary use or structure listed above.~~ with one possible ninety (90) day extension. Such temporary uses may be substantially similar to the temporary uses listed in this section, or as otherwise approved by the Zoning Administrator. A site plan shall be submitted with the temporary use application, in accordance with Section 13-1800, GBMC. Any substantiated complaints or violations related to the temporary use shall be grounds for revocation of the site plan and termination of the temporary use authorization.

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 hereon 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

7/21/2020



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # K.2

General Ordinance number 22-20

An ordinance repealing and recreating Section 6.39, Green Bay Municipal Code, relating to mobile food establishments.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 22-20 - Repeal and Recreate 6.39 Mobile Food Establishments

GENERAL ORDINANCE NO. 22-20

**AN ORDINANCE
REPEALING AND RECREATING SECTION 6.39,
GREEN BAY MUNICIPAL CODE,
RELATING TO MOBILE FOOD ESTABLISHMENTS**

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

SECTION 1. Section 6.39, Green Bay Municipal Code, is hereby repealed and recreated to read:

6.39 MOBILE FOOD ESTABLISHMENTS.

(1) DEFINITIONS.

- (a) “Mobile Food Establishment” means a restaurant or retail food establishment where food is served or sold from a movable vehicle, trailer or cart which periodically or continuously changes location and requires a service base to accommodate the unit for servicing, cleaning, inspection and maintenance or except as specified in the Wisconsin Food Code.
- (b) “Mobile” shall mean the state of being in active, but not necessarily continuous movement.
- (c) “Mobile Food Vendor” means the registered owner of a mobile food establishment or the owner’s agent or employee, or any business which sells edible goods from a mobile food establishment within the City of Green Bay.
- (d) “Edible Goods” shall include but are not limited to:
 - 1. Prepackaged and prepared food including, but not limited to, ice cream, hot dogs, desserts, and pizza.
 - 2. On-site prepared food including, but not limited to, shaved ice, sandwiches, and tacos.
- (e) “Sell” shall mean the act of exchanging a good for profit or in return for a donation.
- (f) “Service Base” means an establishment operated under license or permit of an appropriate regulatory authority where food is manufactured, stored, prepared, portioned or packaged, or any combination of these, where such food is intended for consumption at another establishment or place, and where such units are serviced, cleaned, supplied, maintained, and where the equipment, utensils and facilities are serviced, cleaned and sanitized.

- (g) “Vehicle” shall mean any motor vehicle as defined by Wis. Stats. §340.01(35) or trailer as defined by Wis. Stats. §340.01(71). Vehicle shall also include any bicycle or other self-propelled device.
- (h) “Vend” shall mean to sell or to transfer the ownership of an article to another for a price in money.

(2) LICENSE REQUIRED.

- (a) No mobile food vendor and/or mobile food establishment shall vend, sell or dispose of or offer to vend, sell or dispose of goods, wares or merchandise, produce or any other thing at any place whatsoever in the City of Green Bay, without having obtained an approved license from the City Clerk.
- (b) *License.* Every mobile food vendor shall have a license issued by the City Clerk to conduct business in the City of Green Bay. Each mobile food establishment shall be licensed separately. A mobile food establishment license shall expire on June 30 each year.
- (c) *License Fee.* The license to operate a mobile food establishment shall be \$500.00. If an applicant requests a license under this subchapter from an existing City of Green Bay based business that sells food based products, the license fee shall be \$300.00.
- (d) *License Renewal.* Licenses must be renewed annually. To renew a license, each applicant must submit a renewal application, a renewal fee of \$500.00, and any new permitting documentation upon the license renewal. License renewal from an existing City of Green Bay based businesses shall be \$300.00. If the applicant fails to submit the application and renewal fee within thirty (30) calendar days after the expiration of the license, the applicant shall reapply as a new applicant.
- (e) *Transfer of License.* A license issued under this subchapter shall not be transferable from person to person. A license is valid for one vehicle only and shall not be transferrable between vehicles.
- (f) *Surrender of License; Alteration of License; Failure to Display License.* On the expiration of a license issued under this subchapter, the license holder shall surrender the license to the City Clerk. No person shall alter or change in any manner any license issued under the provisions of this subchapter, and such alteration or the failure of the holder of the license to display the license in a conspicuous place on the mobile unit or his or her person or to exhibit the license upon demand of any officer or customer or prospective vendee shall be cause for revocation of such license.

(3) LICENSE APPLICATION PROCESS.

- (a) *Application.* Any person desiring to operate a mobile food establishment shall apply for a license on a form promulgated by the City Clerk and pay the proper license fee

for each mobile food establishment managed by the person. The City Clerk shall forward the application to the police department for review. If the police department approves the application, the City Clerk shall issue the license to the applicant.

(b) Application Denial. An applicant of a mobile food establishment may be denied where:

1. The circumstances of a pending criminal charge against the applicant substantially relate to the licensed activity.
2. The applicant has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the circumstances of the particular job or licensed activity.
3. The applicant made a false statement on the application.
4. The applicant is under eighteen (18) years old.
5. The applicant is found to have unpaid civil judgment(s) which relates to the duties and responsibilities of the permitted occupation which shall be determined by the nature and the amount of the judgment, the relationship of the judgment to the purpose of the permit and the extent that the permit would allow someone to engage in further activity that would lead to unsatisfied civil judgments.

(c) Appeal. If the police department denies an application for a license, the applicant may appeal within fifteen (15) days after the City Clerk mails a notice of denial to the applicant. If the applicant files a timely appeal with the Clerk, the Clerk shall schedule an appeal hearing before the Protection & Policy Committee.

(d) Hearing before Committee. The Committee may approve any application placed on its agenda only if the applicant is qualified under this section and may place conditions upon approval. The Common Council shall affirm, reverse or modify the Committee decision.

(e) Issuance. The Clerk shall issue the mobile food establishment license if the applicant has completed the application requirements and has been approved by the police department.

(4) LICENSE SUSPENSION OR REVOCATION. The Common Council may revoke or suspend, for no fewer than ten (10) nor more than ninety (90) days, any license under this subchapter for violation by any vendor or vendor's employee or agent of any provision of this chapter or any state law or City ordinance which renders future vending contrary to the public health, safety or welfare, or for fraud or misrepresentation in solicitation under this chapter.

(5) SANITATION REQUIREMENTS. Each applicant must certify that they have received all necessary County and State permits and provide copies thereof to the Clerk's Office.

(6) CONDUCT OF BUSINESS.

(a) General Regulations

1. A licensee shall not falsely or fraudulently misrepresent the quantity, character or quality of any article offered for sale or offer for sale any unwholesome or tainted edible goods, nor intentionally misrepresent to any prospective customer the purpose of his or her solicitation, the name of the business of his or her principal, if any, the source of supply of the goods, ware or merchandise which he or she sells or offers for sale or the disposition of the proceeds of his or her sales.
2. A licensee shall not use the license provided by the City after expiration or revocation of the license.
3. A licensee shall keep the premises in a clean and sanitary condition and the edible goods offered for sale well covered and protected from dirt, dust and insects. All food vendors shall comply with requirements of state and local authorities.
4. A licensee may vend, sell or dispose of, or offer to sell, vend, or dispose of goods, wares, or merchandise in the City of Green Bay between the hours of 6:00 a.m. and 10:00 p.m. All sales within the portion of the downtown district of Green Bay, as defined and displayed in Exhibit A under this subchapter, shall be allowed between the hours of 6:00 a.m. and 3:00 a.m.
5. All business activity relating to the mobile food establishments in the public right-of-way shall be conducted from the curbside of the vehicle at all times. No sales shall be made from a vehicle except from the curbside of said vehicle, unless otherwise authorized by the owner of private property.

(b) Zoning Restrictions

1. The vendor of the mobile food establishment shall not operate in any area where such operation impedes or inconveniences public use. No vendor shall engage in the licensed business on any public park, playground, school, library or other public premises without prior approval from the property owner.
2. No mobile food establishment or pedestrian desiring to conduct business at the mobile food establishment shall obstruct an adjacent path or lane of travel. A path or lane of travel includes, but is not limited to sidewalks, motor vehicle lanes, bicycle lanes and other designated parking areas.
3. No mobile food vendor shall be located on any private property without written permission from the property owner. A copy of the written permission shall be kept in the mobile food unit at all times. The mobile food vendor shall comply if asked to leave the private property by the property owner or a city official.

4. No mobile food establishment shall conduct business within five hundred (500) feet of Bay Beach Amusement Park or any fair, festival, special event or civic event that is licensed or sanctioned by the City of Green Bay unless the licensee has obtained written permission from the event sponsor.

(8) PENALTIES. A licensee or vendor who violates any provision of this subchapter or any regulation, rule, or order made hereunder shall be subject to a forfeiture of not less than \$1 nor more than \$500.00 for each offense.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

ljm

7/21/2020



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # K.3

General Ordinance 24-20

An ordinance amending Section 2.06(8), Green Bay Municipal Code, relating to reading of ordinances.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 24-20 - Amend Sect. 2.06(8) Reading of Ordinances

GENERAL ORDINANCE NO. 24-20

AN ORDINANCE
AMENDING SECTION 2.06(8),
GREEN BAY MUNICIPAL CODE, RELATING
TO READING OF ORDINANCES

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

SECTION 1. Section 2.06(8), Green Bay Municipal Code, is hereby amended as follows:

(8) Reading of ordinances. Except for ordinances adopted pursuant to sections 323.11 and 323.14(4), Wis. Stats., all All ordinances shall have two readings. Ordinances adopted pursuant to sections 323.11 and 323.14(4), Wis. Stats., may be adopted at the meeting introduced. ~~At~~ **No other** ordinance may not be acted upon at the meeting it is introduced, unless the rule is suspended by a two-thirds vote of the members present.

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

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

Dated at Green Bay, Wisconsin this _____ day of _____, 2018.

APPROVED:

Mayor

ATTEST:

Clerk

GENERAL ORDINANCE NO. 26-20

**AN ORDINANCE
AMENDING SECTION 30.20,
GREEN BAY MUNICIPAL CODE,
RELATING TO STORM WATER UTILITY**

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

SECTION 1. Section 30.20(1), Green Bay Municipal Code, is hereby amended as follows:

(1) *Findings.*

- (a) The city finds that the management of storm water and other surface water discharges within and beyond its borders is a matter that affects the public health, safety and welfare of the city, its citizens and businesses and others in the surrounding area. The development of land increases impervious surfaces and results in increased storm water runoff. Failure to effectively manage this increased storm water runoff affects the sanitary sewer utility operations of the Green Bay Sanitary District by, among other things, increasing the likelihood of infiltration and inflow in the sanitary sewer. In addition, surface water runoff may create erosion of lands, threaten businesses and residences with water damage and create sedimentation and other environmental damage in the city.
- (b) The cost of operating and maintaining the city storm water system, ensuring regulatory compliance and financing necessary plans, studies, repairs, replacements, improvements and extension thereof should, to the extent practicable, be allocated in relationship to the benefits enjoyed and services received therefrom.
- (c) **The city further finds that pervious surfaces are preferable to impervious surfaces for managing storm water. Accordingly, the calculation of Equivalent Runoff Units (ERU), which are used to calculate storm water utility charges, as detailed in this chapter, shall be limited to impervious surface area. Pervious surfaces, such as forested areas, yard and terrace trees, lawns, gardens, planned natural landscaping, and undeveloped property shall be exempt from the calculation of ERU and storm water utility charges.**

SECTION 2. Section 30.20(4)(p), Green Bay Municipal Code, is hereby created to read:

- (p) **Pervious Area or Pervious Surface. A horizontal surface that is covered by vegetation or other naturally-occurring material that promote the**

infiltration or transpiration of precipitation, thereby reducing the amount of storm water runoff. Pervious areas include, but are not limited to, forested areas, yard and terrace trees, lawns, native vegetation, planned natural landscaping, and undeveloped properties.

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 _____ of _____, 2020.

APPROVED:

Mayor

ATTEST:

Clerk

SMG

7/21/2020

GENERAL ORDINANCE NO. 27-20

AN ORDINANCE
AMENDING CHAPTER 9, SUBCHAPTER IV,
GREEN BAY MUNICIPAL CODE,
RELATING TO SPECIAL ASSESSMENTS

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

SECTION 1. Section 9.43, Green Bay Municipal Code, shall be amended to read:

9.43. ASSESSMENTS FOR PAVEMENT CONSTRUCTION.

(1) *Definitions.*

- ~~(a) *F.A.U. system.* Those streets designated by action of the Council, approved by the Wisconsin Department of Transportation and the Federal Highway Administration, which are eligible for up to 75 percent federal funding.~~
- ~~(b) *F.A.P. system.* State highways and connecting highways in the city which are eligible for up to 100 percent federal and state funding.~~
- (a) *Principal arterial.* A major street assigned the functional classification of principal arterial by either the adopted Green Bay, Wisconsin, Comprehensive Plan or the adopted Brown County Comprehensive Plan.
- (b) *Minor arterial.* A major street assigned the functional classification of minor arterial by either the adopted Green Bay, Wisconsin, Comprehensive Plan or the adopted Brown County Comprehensive Plan.
- (c) *Collector.* A major street assigned the functional classification of collector by either the adopted Green Bay, Wisconsin, Comprehensive Plan or the adopted Brown County Comprehensive Plan.
- (d) *Local street.* A city street which generally serves residential areas or small commercial and industrial areas which is not defined above as an ~~F.A.P. street, F.A.U. street,~~ principal arterial, minor arterial, or collector.
- (e) *Residential zones.* ~~Includes first residence, second residence, third residence, fourth residence, residential park, and planned unit residential districts as defined by sections 13.03, 13.035, 13.04, 13.05, 13.07, and 13.47, Green Bay Municipal Code.~~ Properties located within residential districts, defined under Subchapter 13.600, Green Bay Municipal Code, or mixed use districts, defined under Subchapter 13.700, Green Bay Municipal Code, for which the primary use of the property is single-family or two-family dwellings.
- (f) *High-type pavement.* Any pavement structurally equivalent or greater than a six-inch (6") concrete pavement; or a pavement with a minimum ~~1½-inch~~ one and

one-half inch (1½") bituminous surface on an eight-inch **(8")** gravel base, six-inch **(6")** concrete base, or six-inch **(6")** cement stabilized base.

- (g) *Type "A" street.* A street not previously opened to traffic.
- (h) *Type "B" street.* A street previously opened to traffic but lacking curb and gutter or integral curb.
- (i) *Type "C" street.* A street with a high-type pavement and curb and gutter or integral curb.
- (j) *Bituminous resurfacing.* The resurfacing of a type "C" street with a 4½-inch **one and one-half inch (1½")** to two-inch **(2")** bituminous overlay from curb to curb.
- (k) *Bituminous patching.* Resurfacing of deteriorated areas on streets with approximately a one-inch bituminous mat.
- (l) *Concrete pavement.* A Portland cement concrete pavement with integral curb or curb and gutter meeting the standards and specification of the city's department of public works which shall be used on ~~F.A.U. streets, F.A.P. streets,~~ principal arterials, minor arterials, collectors, and local streets in commercial and industrial areas.
- (m) *Bituminous pavement.* A pavement with a bituminous surface, adequate base, and concrete curb and gutter, generally for streets of residential use, meeting the standards and specifications of the city's department of public works.
- (n) *Assessment factor ~~(A.F.)~~.* A basement price per front foot of street improvement, hereinafter referred to as "A.F.", which is computed for construction of bituminous pavement, concrete pavement, and bituminous resurfacing as follows:
 - 1. *Bituminous pavement.* The A.F. shall be computed to the nearest **next ten cents (\$0.10)** by dividing the total cost from the previous year's record of bituminous pavement with a 37-foot width back to back of curb by the total length of the assessable frontage of such pavement and adding any anticipated increase in cost per assessable foot of such pavement.
 - 2. *Concrete pavement.* The A.F. shall be computed to the nearest **next ten cents (\$0.10)** by dividing the total cost from the previous year's record of concrete pavements with a 45-foot width back to back of curb by the total length of the assessable frontage of such pavement and adding any anticipated increase in cost per assessable foot of such pavement.
 - 3. *Bituminous resurfacing.* The A.F. shall be computed to the nearest **next ten cents (\$0.10)** by dividing the total cost from the previous year's record of bituminous resurfacing by the total length of the assessable frontage of the resurfaced streets and adding any anticipated increase in cost per assessable foot of bituminous resurfacing.
- (2) *Assessments.* Assessments shall be based as follows on an A.F. computed according to subsection (1) above:

(a)	Street construction	Bituminous Pavements	Concrete Pavements
1.	Type "A" street residential zones and institutional zone	100% A.F.	Same rate as bituminous pavement
	All other zone classifications (single-family and two-family use apply residential zones rate)	100% A.F.	100% A.F.
2.	Type "B" street residential zones and institutional zone	60% A.F.	Same rate as bituminous pavement
	All other zone classifications (single-family and two-family use apply residential zones rate)	90% A.F.	90% A.F.
3.	Type "C" Street		
	a. Local street residential zones and institutional zone	30% A.F.	Same rate as bituminous pavement
	All other zone classifications (single-family and two-family use apply residential zones rate)	65% A.F.	65% A.F.
	b. F.A.U. and F.A.P. streets		
	Residential zones and institutional zone	20% A.F.	Same rate as bituminous pavement
	All other zone classifications (single-family and two-family use apply residential zones rate)	65% A.F.	65% A.F.
	c. If a street is a bus route and/or heavy traffic route at the time of the special assessment, a ten percent (10%) reduction in the assessment rate shall be given for residential zones and for single- and two-family use in all other zone classifications.		
(b)	Bituminous Resurfacing		All Pavement Types
1.	All street types		
	Residential zones and institutional zone		60% A.F.
	All other zone classifications (single-family and two-family use apply residential zones rate)		90% A.F.
	a. If a street is a bus route and/or heavy traffic route at the time of the special assessment, a ten percent (10%) reduction in the assessment rate shall be given for residential zones and for single- and two-family use in all other zone classifications.		
(c)	Bituminous Patching		All Pavement Types
1.	All Street Types		0% A.F.

(3) *Maximum assessments.* If the total preliminary assessments for a particular project exceed the city's total cost of the project, the final assessment rate for all parcels in the project will be reduced proportionately. The city's total cost of the project shall include the city's share of the construction cost plus all engineering and administration costs, **which shall be equal twenty percent (20%)** ~~(20 percent of the construction cost,~~ in accordance with § ~~66.60(5)~~ **66.0703(2)**, Wis. Stats.).

(4) *Assessment Protection and Credit.*

(a) Any current owner who has previously been assessed under this section for pavement construction or reconstruction or for bituminous resurfacing prior to December 7, 1999, shall not again be assessed for the reconstruction or maintenance of such pavement for the following number of years after Council's acceptance of the street:

1. Bituminous Resurfacing - 20 years
2. Bituminous Pavement - 25 years
3. Concrete Pavement - 35 years

(b) After December 7, 1999, when reconstructing or resurfacing streets, credit will be given to the property owner at the time the street is reconstructed or resurfaced for the remaining useful life of existing pavement calculated on current Special Assessment Rates adopted by the Common Council. The useful life of pavement shall be established as follows:

1. Bituminous Resurfacing - 20 years
2. Bituminous Pavement - 25 years
3. Concrete Pavement - 35 years

(5) *Alley Assessments.* There shall be no special assessments levied against parcels abutting any alley for improvements constructed in the alley unless the only frontage for the parcel is on the alley. If the only frontage for the parcel is on the alley, the special assessments for the improvements constructed in the alley shall be levied as if the alley were a street.

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

SMG

7/21/2020



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

August 18, 2020

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # L.I

To approve Term Sheet 20-02 with Gorman and Company for a development project at 227 N. Quincy St., 221 N. Quincy St., 624 Pine St., 618 Pine St., 616 Pine St., and 505 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191) (Associated Bank Parking Lot), subject to minor legal and technical revisions.

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

BACKGROUND

A Developer, Gorman and Company (and/or its assigns), intends to complete a Project, which includes: 1) A four (4)-story mixed-use structure facing Monroe Avenue, with approximately seventy-six (76) residential apartment units, in a mix of one (1), two (2), and three (3) bedroom units, and a ground-floor grocery store space of approximately twenty thousand (20,000) square feet; and 2) Ten (10) two (2)-story residential townhome units facing Quincy Street, divided into two (2) structures with five (5) units each.

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

- bring a full-service grocery store into a federally-designated food desert;
- build new structures for individuals of all ages and abilities;
- be located in a place easy to reach on foot, bicycle, or transit;
- generate job opportunities for individuals of all ages, abilities, and incomes;
- build new structures with high-performance designs, systems, and finishes;
- create a significantly higher per acre property value than adjacent properties and the City average;
- generate property taxes greater than the cost of providing infrastructure and services;
- remediate environmental contamination and/or enhance the physical (soil, water, air) landscape;
- expand our range of residential and commercial real estate products;
- be designed and built with options for conversion to alternative uses in the future; and
- create and/or enhance unique public spaces, amenities, and art.

As of January 1, 2020, the Property has an aggregate assessed value of zero dollars (\$0.00), which based on the assessed tax rates in effect as of January 1, 2020, the Property yields approximately:

- Zero dollars (\$0.00) in total real estate taxes annually (assessed mill rate of \$24.07);
- Zero dollars (\$0.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.07); and
- Zero dollars (\$0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of

\$9.46).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be thirteen million dollars (\$13,000,000.00) which is anticipated to yield approximately:

- Three hundred twelve thousand, nine hundred ten dollars (\$312,910.00) in total real estate taxes annually (assessed mill rate of \$24.07);
- Three hundred twelve thousand, nine hundred ten dollars (\$312,910.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.07); and
- One hundred twenty two thousand, nine hundred eighty dollars (\$122,980.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Property is within one-half (1/2) mile of Tax Increment District Number Thirteen (“TID 13” or the “TID”), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the “TID”), effective January 1, 2021, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve the Term Sheet 20-02 with Gorman and Company for a development project at 227 N. Quincy St., 221 N. Quincy St., 624 Pine St., 618 Pine St., 616 Pine St., and 505 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191) (Associated Bank Parking Lot), subject to minor legal and technical revisions.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes:

- Transfer of the Property to the Developer for the sum of one dollar (\$1.00); and
- A PAYGo Reimbursement of no more than eighty percent (80%) of the Available Tax Increment for the Property. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.

No levy dollars will be used for this project.

ATTACHMENTS

1. 8-1-Gorman-11-156-Term-Sheet-200811-RDA



City of Green Bay
Department of Community and Economic Development

TERM SHEET 20-02
GORMAN @ ASSOCIATED BANK LOT

This Term Sheet is made this _____ day of _____, 2020,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and GORMAN AND COMPANY, a Wisconsin limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
11-156	227 N. Quincy St.	0.122	\$0.00
11-157	221 N. Quincy St.	0.122	\$0.00
11-158	624 Pine St.	0.201	\$0.00
11-159	618 Pine St.	0.201	\$0.00
11-160	616 Pine St.	0.804	\$0.00
11-191	605 Cherry St.	0.402	\$0.00

- B. The parcels listed above, along with the public alley between Pine St. and Cherry St. that may be closed to the public and/or vacated, shall be referred to as the "Property." The Property comprises approximately one and eight hundred fifty-two thousandths (1.852) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

- C. Developer intends to complete a Project, which includes two components:

1. A four (4)-story mixed-use structure facing Monroe Avenue, with approximately seventy-six (76) residential apartment units, in a mix of one (1), two (2), and three (3) bedroom units, and a ground-floor grocery store space of approximately twenty thousand (20,000) square feet.
2. Ten (10) two (2)-story residential townhome units facing Quincy Street, divided into two (2) structures with five (5) units each.

The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.

- D. As of January 1, 2020, the Property has an aggregate assessed value of zero dollars (\$0.00), which based on the assessed tax rates in effect as of January 1, 2020, the Property yields approximately:

1. Zero dollars (\$0.00) in total real estate taxes annually (assessed mill rate of \$24.07);

2. Zero dollars (\$0.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.07); and
 3. Zero dollars (\$0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be thirteen million dollars (\$13,000,000.00) which is anticipated to yield approximately:
1. Three hundred twelve thousand, nine hundred ten dollars (\$312,910.00) in total real estate taxes annually (assessed mill rate of \$24.07);
 2. Three hundred twelve thousand, nine hundred ten dollars (\$312,910.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.07); and
 3. One hundred twenty two thousand, nine hundred eighty dollars (\$122,980.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).
- The City Assessor or his/her designee may not use this Agreement or any provisions herein as the sole basis to determine the value of the Project.
- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Property is within one-half (1/2) mile of Tax Increment District Number Thirteen (“TID 13” or the “TID”), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the “TID”), effective January 1, 2021, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that it will bring a full-service grocery store into a federally-designated food desert; build new structures for individuals of all ages and abilities; be located in a place easy to reach on foot, bicycle, or transit; generate job opportunities for individuals of all ages, abilities, and incomes; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; remediate environmental contamination and/or enhance the physical (soil, water, air) landscape; expand our range of residential and commercial real estate products; be designed and built with options for conversion to alternative uses in the future; create and/or enhance unique public spaces, amenities, and art; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

II. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA

providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.

B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:

I. Property Transfer. The City and/or RDA shall convey the Property to the Developer through the following process:

- a) The City and/or RDA shall convey the Property, which may include City and/or RDA parcels or right-of way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one dollar (\$1.00), and shall provide an owner's policy of title insurance at the time of conveyance.
- b) The City, RDA, and/or Developer shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C).
- c) Upon recording of such CSM with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. B. I.
- d) The RDA shall take a Preferred Forgivable Equity Investment in the Project of one million, two hundred thousand dollars (\$1,200,000.00), which is the estimated value of the real estate that will be transferred to the Developer. The Preferred Forgivable Equity Investment shall be secured by a Development Agreement, shall survive the expiration of such Agreement, and shall be forgiven when the aggregate assessed value of the Property is greater than or equal to six million dollars (\$6,000,000.00). Should the aggregate assessed value of the Property fail to be greater than or equal to six million dollars (\$6,000,000.00) prior to January 1, 2024, the Developer shall pay the City and/or RDA the Preferred Forgivable Equity Investment.

2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:

- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
- b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
- c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
- d) The City shall first use the Available TIF Increment to cover its one hundred five percent (105%) of its annual debt service obligation for the Property Transfer. Should the annual debt service payment not consume all of the Available TIF Increment, the City shall make

available not more than eighty percent (80%) of the remaining TIF Increment to the Developer.

- e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2022, the TIF Increment would be determined as of January 1, 2023 and the PAYGo reimbursement would first be payable in 2024.

3. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:

- a) Public Improvements, environmental remediation, and asbestos abatement as required by State and Federal law; then
- b) Private Improvements specifically approved by the City or RDA; then
- c) Any other activity specifically approved by the City or RDA.

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

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

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

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

against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

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

III. OBLIGATIONS OF DEVELOPER

Prior to the execution of a Development Agreement, Developer shall demonstrate to the satisfaction of the City and RDA the following items within this section.

- A. Site Control. Developer shall submit proof of control over all real estate comprising the Property. Developer will have agreed with all holders of easements and any other rights that may be affected by the Project to the termination, modification or relocation of easements and such other rights to accommodate the Preliminary Concept Plan.
- B. Preliminary Concept Plan. Developer shall submit a concept plan showing proposed Project improvements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- C. Preliminary Construction Documents. Developer shall submit all construction contracts, architectural drawings and plans and specifications for the improvements to be made. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- D. Preliminary Timeline. Developer shall submit a timeline that shall identify specific dates for the following Project milestones:
1. Property Acquisition. The date by which Developer will have acquired all real estate, rights-of way, and easements comprising the Property; after which Developer shall promptly cause a certified survey map to be prepared, approved by the City, RDA and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds. Property and rights-of-way shall be owned in the name of the Developer.
 2. Construction. The date by which Developer shall have commenced construction of the Project after which the Project shall proceed expeditiously thereafter.
 3. Occupancy. The date by which Developer shall have completed major construction on the Property and all permits have been obtained to allow for normal occupancy.
- E. Preliminary Development Budget. Developer shall submit a budget that shall include not less than twelve million dollars (\$12,000,000.00) in "hard" construction costs and shall also include at least a five percent (5%) cost overrun/change order line item. The Budget shall clearly identify qualified expenditures for which TIF assistance may be afforded Developer. The Budget shall also include a line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards Public Art in accordance with RDA Resolution 19-03 Regarding Percent for Art.
- F. Proof of Equity. Developer shall submit proof of equity in the form of the value of the Property, less any mortgages thereon, plus funds on hand and not less than twenty percent (20%) cash equity available for injection into the Project in an amount sufficient to cover all Project costs, which shall not be provided to

any third party sources. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

- G. Proof of Financing. Developer shall submit proof of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Proof of Insurance. Developer shall submit proof that Developer has obtained and will maintain worker compensation insurance, comprehensive general liability insurance, comprehensive automobile liability and property damage, umbrella coverage and builder's risk insurance in amounts and written by companies acceptable to the City and RDA, which shall each name the City and RDA as additional insureds and shall not be canceled without at least thirty (30)-day notice to the RDA and City.
- I. Existence. Developer shall submit proof that Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- J. No Litigation. Developer shall submit proof that there is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer, or the ability of Developer to complete the Project.
- K. No Default. Developer shall submit proof that Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

IV. MISCELLANEOUS TERMS

- A. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- B. Documents. Developer shall submit all documents to the City or RDA via one electronic copy and three printed copies.
- C. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above.
- D. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- E. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of this Agreement.

- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

CAVEAT

This Term Sheet does not constitute an offer or a legally-binding obligation of any party hereto, or any other party in interest, nor does it constitute an offer of securities

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:
GORMAN AND COMPANY

By: _____

Print Name and Title

ACKNOWLEDGMENT

[illegible]

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

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

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
GORMAN AND COMPANY

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
GORMAN AND COMPANY

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

EXHIBIT A

Property Map

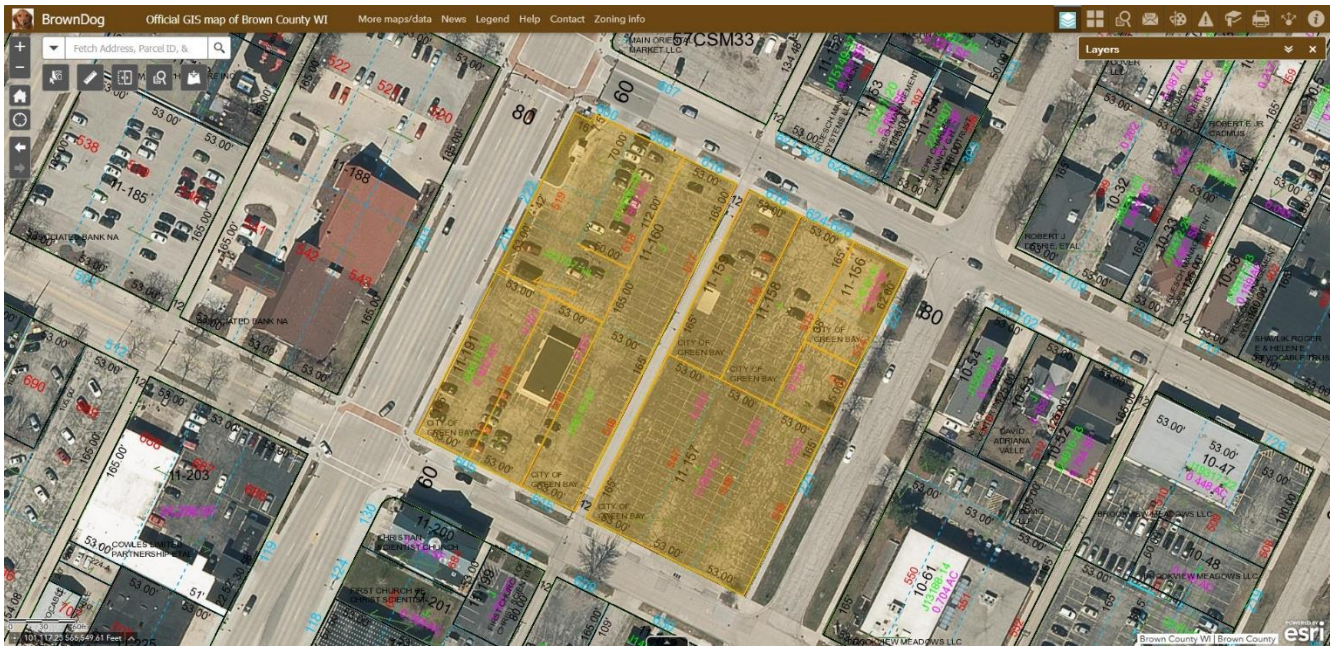


EXHIBIT B
Legal Description

Parcel I:

The North 100 feet of Lot Five Hundred Fourteen (514), according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Property Address: 227 N. Quincy Street, Green Bay, WI54301
Tax Parcel No. 11-156

Parcel II:

The Southerly 65 feet of Lot Five Hundred Fourteen (514) and all of Lots Five Hundred Forty-seven (547), Five Hundred Forty-eight (548) and Five Hundred Forty-nine (549), according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Property Address: 221 N. Quincy Street, Green Bay, WI54301
Tax Parcel No. 11-157

Parcel III:

Lot Five Hundred Fifteen (515), according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Property Address: 624-626 Pine Street, Green Bay, WI54301
Tax Parcel No. 11-158

Parcel IV:

Lot Five Hundred Sixteen (516), according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Property Address: 618 Pine Street, Green Bay, WI54301
Tax Parcel No. 11-159

Parcel V:

Lots Five Hundred Seventeen (517), Five Hundred Eighteen (518), Five Hundred Nineteen (519) and Five Hundred Forty-six (546), according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, excepting that part conveyed for road in Doc. No. 2657831 and corrected in Doc. No. 2658285.

Property Address: 616 Pine Street, Green Bay, WI54301
Tax Parcel No. 11-160

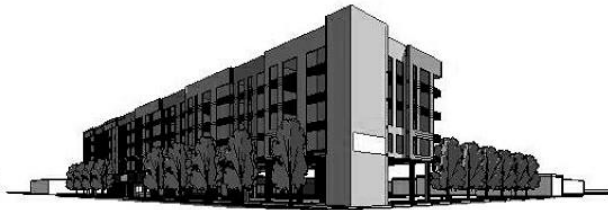
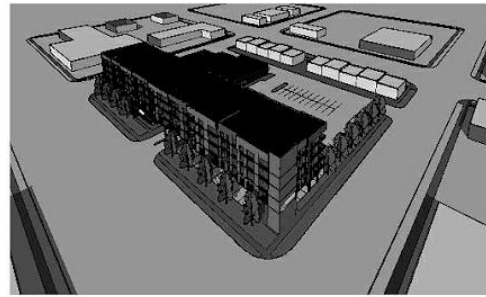
Parcel VI:

Lots Five Hundred Forty-four (544) and Five Hundred Forty-five (545), according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Property Address: 605 Cherry Street, Green Bay, WI 54301
Tax Parcel No. 11-191

EXHIBIT C Preliminary Concept Plan

MASSING CONCEPT



200 N. Monroe RFP | 09/12/19 | SHEET 4

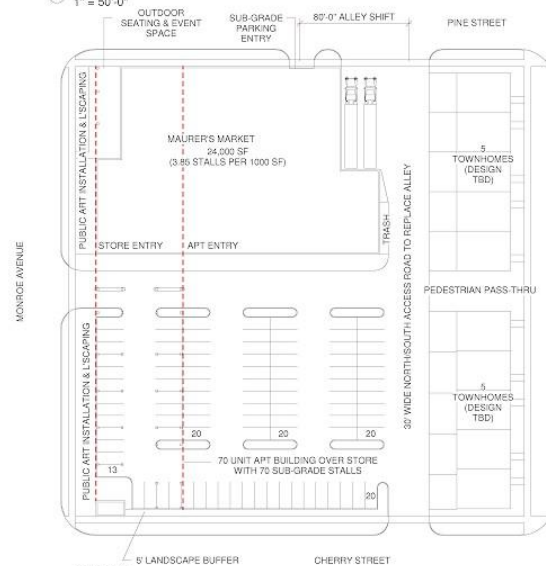


GORMAN *Maurer's* MEHMERT
URBAN MARKET STORE SERVICES

SITE & SITE SECTION



① Section 1
1" = 50'-0"



② SITE PLAN
1" = 50'-0"

200 N. Monroe RFP | 09/12/19 | SHEET 2

GORMAN *Maurer's* MEHMERT
URBAN MARKET STORE SERVICES



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

August 18, 2020

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # L.2

To approve Term Sheet 20-03 with Van Ess Family Limited Partnership for a development project at 425 S. Adams St. and 441 S. Adams St. (Tax Parcels 13-99 and 13-98), subject to minor legal and technical revisions.

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

BACKGROUND

A Developer, Van Ess Family Limited Partnership, intends to complete a Project, which will convert an existing two (2)-story structure of approximately fourteen thousand, one hundred fifty (14,150) square feet from multi-tenant office uses into residential apartment rental units. The project involves enhancements to the external façade and the construction of two additional garage structures on the Property.

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

- rehabilitate existing structures for individuals of all ages and abilities;
- be located in a place easy to reach on foot, bicycle, or transit;
- rehabilitate structures with high-performance designs, systems, and finishes;
- create a significantly higher per acre property value than adjacent properties and the City average;
- generate property taxes greater than the cost of providing infrastructure and services;
- expand our range of residential real estate products;
- be designed and built with options for conversion to alternative uses in the future; and
- create and/or enhance unique public spaces, amenities, and art.

As of January 1, 2020, the Property has an aggregate assessed value of four hundred seventy thousand, six hundred dollars (\$470,600.00), which based on the assessed tax rates in effect as of January 1, 2020, the Property yields approximately:

- Eleven thousand, three hundred twenty seven dollars (\$11,327.00) in total real estate taxes annually (assessed mill rate of \$24.07);
- Eleven thousand, three hundred twenty seven dollars (\$11,327.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.07); and
- Four thousand, four hundred fifty one dollars (\$4,451.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the

Property to be one million, three hundred thousand dollars (\$1,300,000.00) which is anticipated to yield approximately:

- Thirty thousand, two hundred ninety one dollars (\$31,291.00) in total real estate taxes annually (assessed mill rate of \$24.07);
- Thirty thousand, two hundred ninety one dollars (\$31,291.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.07); and
- Twelve thousand, two hundred ninety-eight dollars (\$12,298.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Property is within one-half (1/2) mile of Tax Increment District Number Five (“TID 5” or the “TID”), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the “TID”), effective January 1, 2021, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve Term Sheet 20-03 with Van Ess Family Limited Partnership for a development project at 425 S. Adams St. and 441 S. Adams St. (Tax Parcels 13-99 and 13-98), subject to minor legal and technical revisions.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes a PAYGo Reimbursement of no more than eighty percent (80%) of the Available Tax Increment for the Property. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.

No levy dollars will be used for this project.

ATTACHMENTS

1. 8-I-Adams-425-13-99-Term-Sheet-200811-RDA
2. 8-I-Adams-425-13-99-Term-Sheet-C-Concept-Plan



City of Green Bay
Department of Community and Economic Development

TERM SHEET 20-03
425 S. ADAMS

This Term Sheet is made this _____ day of _____, 2020,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and VAN ESS FAMILY LIMITED PARTNERSHIP, a Wisconsin domestic limited partnership ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
13-99	425 S. Adams St.	0.531	\$456,900.00
13-98	441 S. Adams St.	0.180	\$13,700.00

- A. The parcels listed above shall be referred to as the "Property." The Property comprises approximately seven hundred eleven thousandths (0.711) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- B. Developer intends to complete a Project, which will convert and existing two (2)-story structure of approximately fourteen thousand, one hundred fifty (14,150) square feet from multi-tenant office uses into residential apartment rental units. The project involves enhancements to the external façade and the construction of two additional garage structures on the Property. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- C. As of January 1, 2020, the Property has an aggregate assessed value of four hundred seventy thousand, six hundred dollars (\$470,600.00), which based on the assessed tax rates in effect as of January 1, 2020, the Property yields approximately:
1. Eleven thousand, three hundred twenty seven dollars (\$11,327.00) in total real estate taxes annually (assessed mill rate of \$24.07);
 2. Eleven thousand, three hundred twenty seven dollars (\$11,327.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.07); and
 3. Four thousand, four hundred fifty one dollars (\$4,451.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).

- D. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be one million, three hundred thousand dollars (\$1,300,000.00) which is anticipated to yield approximately:
1. Thirty thousand, two hundred ninety one dollars (\$31,291.00) in total real estate taxes annually (assessed mill rate of \$24.07);
 2. Thirty thousand, two hundred ninety one dollars (\$31,291.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.07); and
 3. Twelve thousand, two hundred ninety-eight dollars (\$12,298.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).

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

- E. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Property is within one-half (1/2) mile of Tax Increment District Number Five (“TID 5” or the “TID”), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the “TID”), effective January 1, 2021, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project.
- F. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- G. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- H. In order to induce Developer to undertake the Project, such that it will rehabilitate existing structures for individuals of all ages and abilities; be located in a place easy to reach on foot, bicycle, or transit; rehabilitate structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; expand our range of residential real estate products; be designed and built with options for conversion to alternative uses in the future; create and/or enhance unique public spaces, amenities, and art; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

II. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:

1. PAYGo Reimbursement. The City shall provide a TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:

- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
- b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
- c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
- d) The City shall make available not more than eighty percent (80%) of the Available TIF Increment to the Developer.
- e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2021, the TIF Increment would be determined as of January 1, 2022 and the PAYGo reimbursement would first be payable in 2023.

2. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:

- a) Public Improvements, environmental remediation, and asbestos abatement as required by State and Federal law; then
- b) Private Improvements specifically approved by the City or RDA; then
- c) Any other activity specifically approved by the City or RDA.

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

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

- 1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
- 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.
- 3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.

4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.
- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.
- E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

III. OBLIGATIONS OF DEVELOPER

Prior to the execution of a Development Agreement, Developer shall demonstrate to the satisfaction of the City and RDA the following items within this section.

- A. Site Control. Developer shall submit proof of control over all real estate comprising the Property. Developer will have agreed with all holders of easements and any other rights that may be affected by the Project to the termination, modification or relocation of easements and such other rights to accommodate the Preliminary Concept Plan.
- B. Preliminary Concept Plan. Developer shall submit a concept plan showing proposed Project improvements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- C. Preliminary Construction Documents. Developer shall submit all construction contracts, architectural drawings and plans and specifications for the improvements to be made. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- D. Preliminary Timeline. Developer shall submit a timeline that shall identify specific dates for the following Project milestones:
 - I. Property Acquisition. The date by which Developer will have acquired all real estate, rights-of way, and easements comprising the Property; after which Developer shall promptly cause a certified survey map to be prepared, approved by the City, RDA and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds. Property and rights-of-way shall be owned in the name of the Developer.

2. Construction. The date by which Developer shall have commenced construction of the Project after which the Project shall proceed expeditiously thereafter.
 3. Occupancy. The date by which Developer shall have completed major construction on the Property and all permits have been obtained to allow for normal occupancy.
- E. Preliminary Development Budget. Developer shall submit a budget that shall include not less than two million dollars (\$2,000,000.00) in “hard” construction costs and shall also include at least a five percent (5%) cost overrun/change order line item. The Budget shall clearly identify qualified expenditures for which TIF assistance may be afforded Developer. The Budget shall also include a line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards Public Art in accordance with RDA Resolution 19-03 Regarding Percent for Art.
- F. Proof of Equity. Developer shall submit proof of equity in the form of the value of the Property, less any mortgages thereon, plus funds on hand and not less than twenty percent (20%) cash equity available for injection into the Project in an amount sufficient to cover all Project costs, which shall not be provided to any third party sources. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. Developer shall submit proof of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Proof of Insurance. Developer shall submit proof that Developer has obtained and will maintain worker compensation insurance, comprehensive general liability insurance, comprehensive automobile liability and property damage, umbrella coverage and builder’s risk insurance in amounts and written by companies acceptable to the City and RDA, which shall each name the City and RDA as additional insureds and shall not be canceled without at least thirty (30)-day notice to the RDA and City.
- I. Existence. Developer shall submit proof that Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- J. No Litigation. Developer shall submit proof that there is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer, or the ability of Developer to complete the Project.
- K. No Default. Developer shall submit proof that Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

IV. MISCELLANEOUS TERMS

- A. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- B. Documents. Developer shall submit all documents to the City or RDA via one electronic copy and three printed copies.
- C. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances. Developer will obtain from the City and all other

appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above.

- D. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- E. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

CAVEAT

This Term Sheet does not constitute an offer or a legally-binding obligation of any party hereto, or any other party in interest, nor does it constitute an offer of securities

[Signature pages follow]

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

**DEVELOPER:
VAN ESS FAMILY LIMITED PARTNERSHIP**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named _____, a member of VAN ESS FAMILY LIMITED PARTNERSHIP, Wisconsin domestic limited partnership, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and VAN
ESS FAMILY LIMITED PARTNERSHIP

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and VAN
ESS FAMILY LIMITED PARTNERSHIP

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

EXHIBIT A Property Map

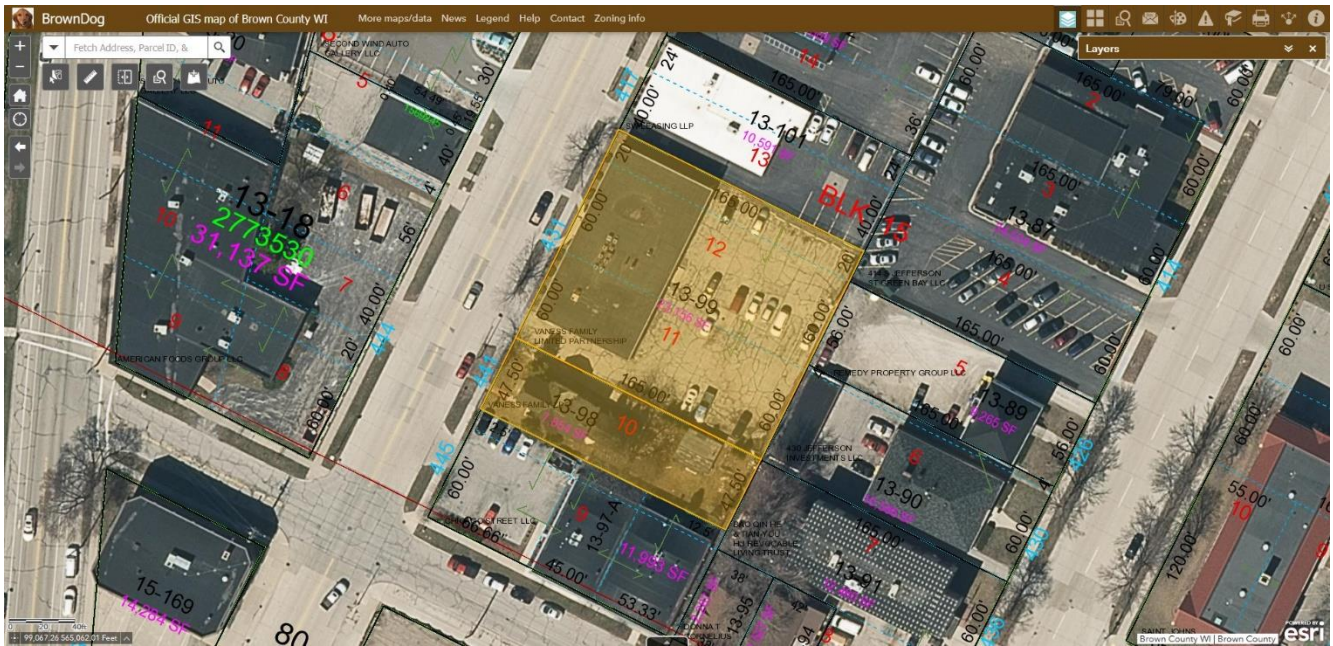


EXHIBIT B
Legal Description

Tax Parcel 13-99 | 425 S. Adams St.
PLAT OF ASTOR LOT 11 & 12 & THE SLY 20 FT OF LOT 13 BLK 15

Tax Parcel 13-98 | 441 S. Adams St.
PLAT OF ASTOR N 47 1/2 FT O F LOT 10 BLK 15

EXHIBIT C
Preliminary Concept Plan

Attached

City of Green Bay
Redevelopment Authority
8/11/2020

TIF Request
Terms Sheet 20-03
425 South Adams
Schematic Design Supplement

Submitted on behalf of
William (Bill) Van Ess, CFP, CLU, ChFC
Van Ess Family Family Limited Partnership

Submitted by
Christopher Max Naumann AIA, ALA, NCARB
Christopher Max Design & Development LLC.

425

*An option for active & healthy living in the heart of Green Bay
425 South Adams Street, Green Bay, Wisconsin*



2533 Lopez Lane
Green Bay WI. 54311
920-430-0984
cmddlhc.com

EXISTING BUILDING DATA

APPROX BUILDING LENGTH = 114'-0"

APPROX BUILDING DEPTH = 62'-0"

APPROX BUILDING HEIGHT = 17'- 10" (above grade)

BUILDING FLOOR PLATE AREA = 7,075 SF

TOTAL BUILDING AREA = 14,150 SF



EXISTING CONDITION

425

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Green Bay WI. 54311
920-430-0984
cmddlhc.com

425 PROPOSAL

- 14 New market-rate apartments (12 one bedrooms, 2 two bedrooms)
- New garage accessory buildings
- Absorption of adjacent parcel
- New site accommodates on-street parking and guest parking
- New yard allows better stormwater management and better outdoor space



Proposed Exteriors

425

An option for active & healthy living in the heart of Green Bay
425 South Adams Street, Green Bay, Wisconsin



2533 Lopez Lane
Green Bay WI. 54311
920-430-0984
cmddl.com

425 Adaptive Reuse Apartment Proposal Concept Site Plan

425 South Adams Street (PRIMARY PLAT)
422 South Adams Street (PLAT TO BE MERGED)
(SURVEY REFERENCE DRAWING BY MACH IV)

DEVELOPMENT SITE DATA

SITE AREA: 31,000 SF (7.12 AC)

OCCUPIED BUILDING AREA

EXISTING BUILDING (TO BE RENOVATED) = ~14,700 SF

- 14 ONE BEDROOM APARTMENTS
- 2 TWO BEDROOM APARTMENTS
(no accessible units required)

PARKING REQUIREMENTS

- 1 SPACE PER BEDROOM + 1 GUEST/4 UNITS
- 16 RESIDENT PARKING SPACES REQUIRED
- 14 GUEST PARKING SPACES REQUIRED
- 20 TOTAL OFF STREET PARKING REQ'D

PARKING PROVIDED

- 20 INDIVIDUAL GARAGE SPACES (2 ACCESSORY BUILDINGS)
- +6 GUEST SURFACE SPACES
- 26 TOTAL OFF STREET PARKING PROVIDED+

SITE EGRESS

- 24' INTERIOR DRIVE ISLE (TWO WAY ACCESS)

STORMWATER

STM QUANTITY REDUCTION

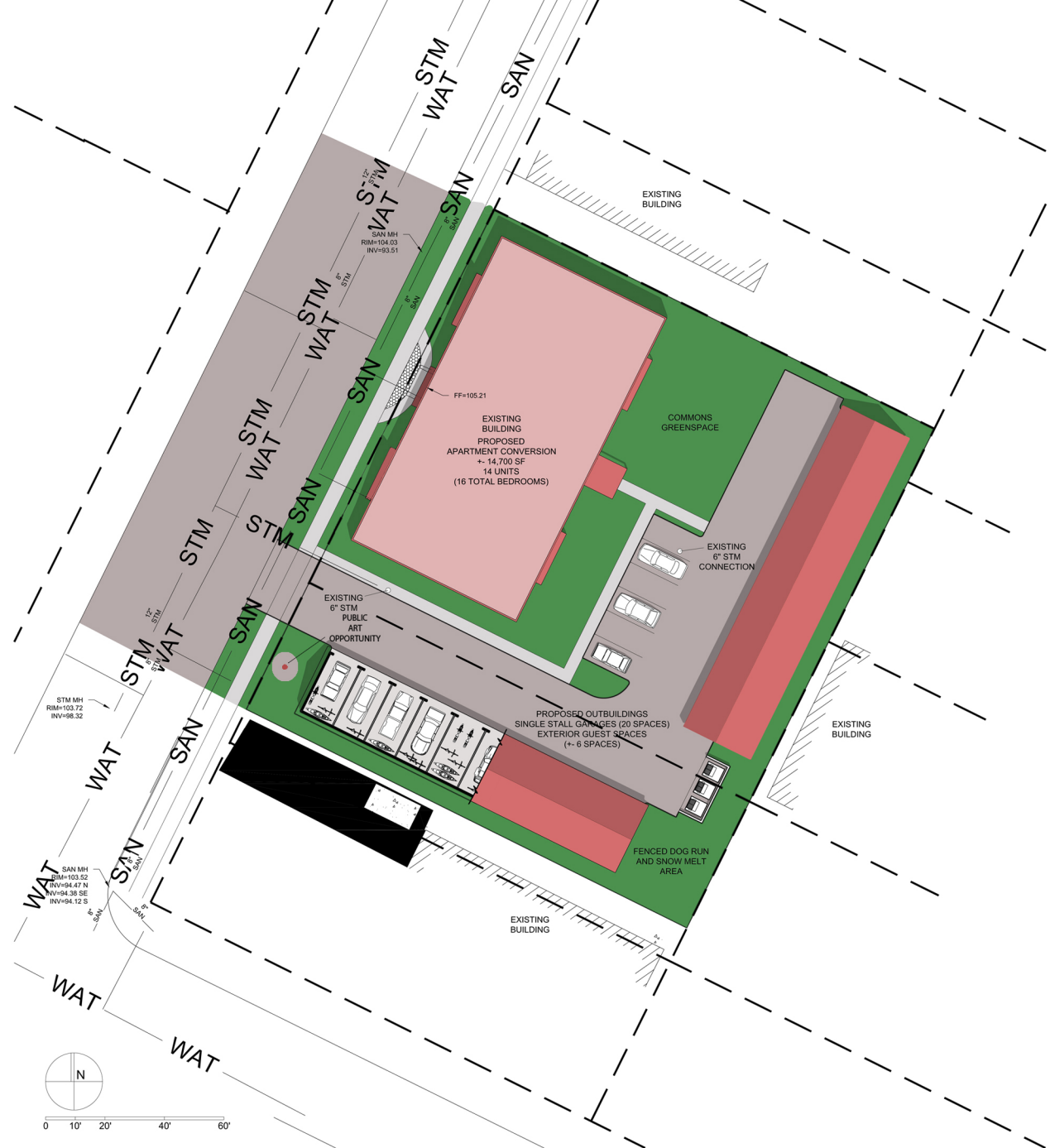
EXISTING SYSTEM HAS 6" STM CONNECTION.
RENOVATION NET REDUCTION IN IMPERVIOUS SURFACE
(APPROX 7% NET REDUCTION OF COMBINED PARCELS)

STRM QUALITY IMPROVEMENT

ADDITIONAL ROOF COVERAGE (GARAGE OUTBUILDINGS)
PROVIDE DIRECT RAIN CAPTURE AND LESS PARKING SURFACE RUNOFF.

SITE WASTE/RECYCLING

THREE DUMPSTER ENCLOSURE



1
SP00
CONCEPT SITE PLAN
1" = 20'-0"

425

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425 South Adams Street, Green Bay, Wisconsin



2533 Lopez Lane
Green Bay WI. 54311
920-430-0984
cmddl.com



Proposed Site Renderings

425

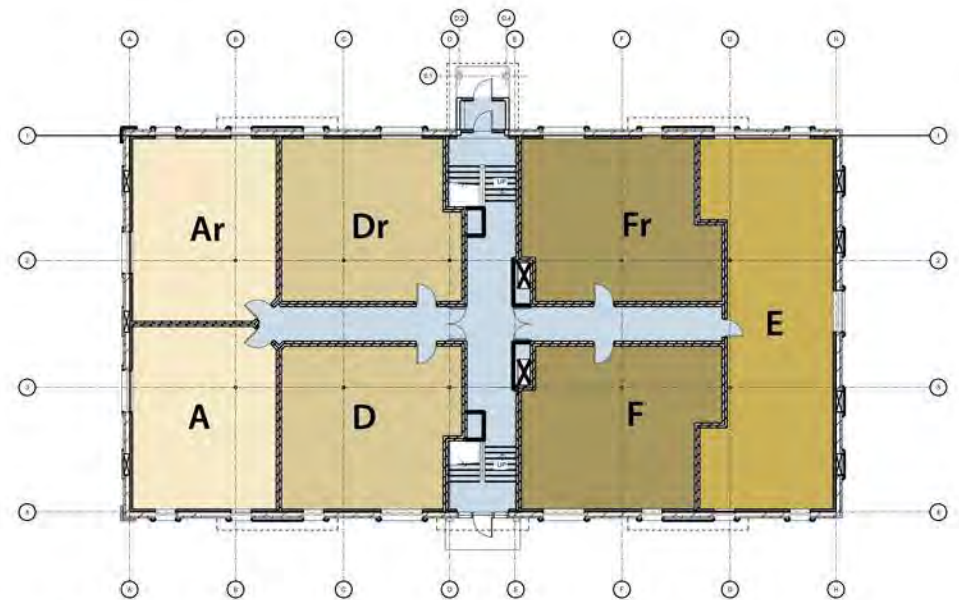
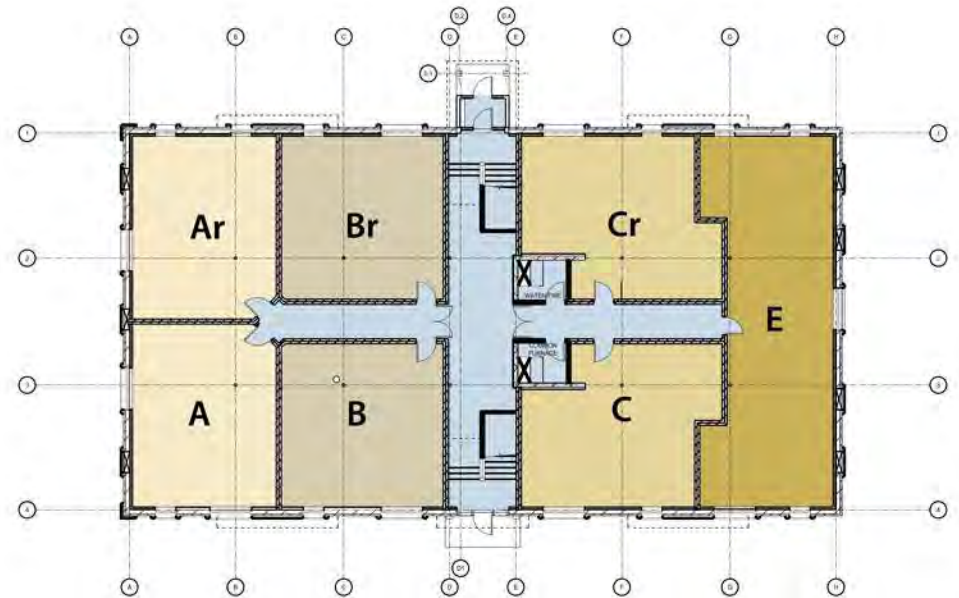
An option for active & healthy living in the heart of Green Bay
425 South Adams Street, Green Bay, Wisconsin



2533 Lopez Lane
Green Bay WI. 54311
920-430-0984
cmddlhc.com



Typical One-Bedroom (Unit Fr)



Proposed Floor Plan Samples

425

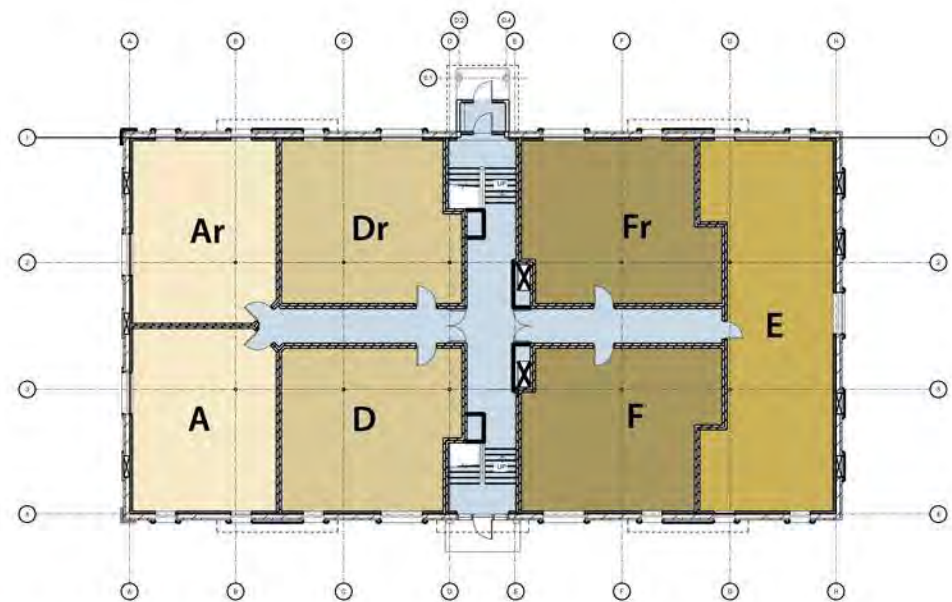
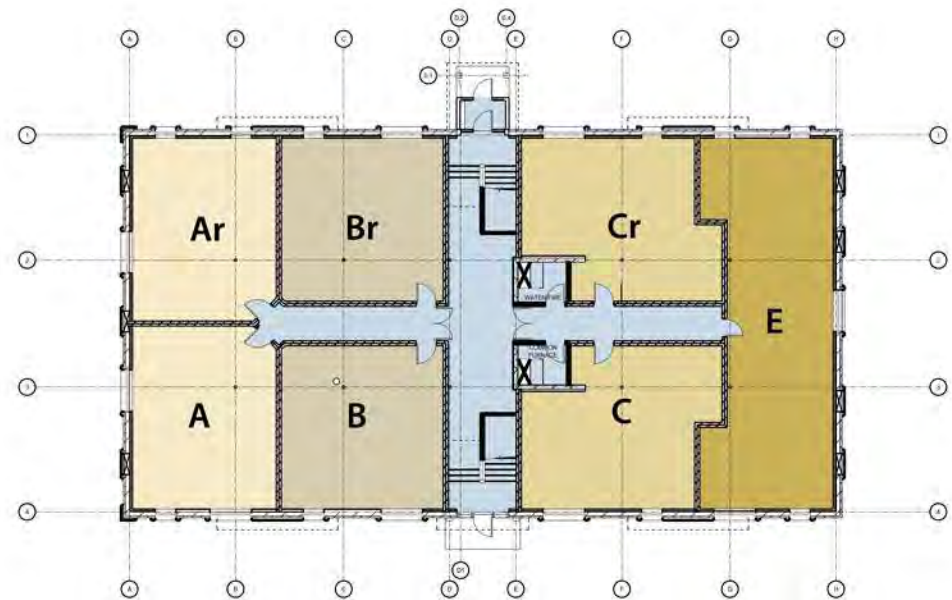
An option for active & healthy living in the heart of Green Bay
425 South Adams Street, Green Bay, Wisconsin



2533 Lopez Lane
Green Bay WI. 54311
920-430-0984
cmddlhc.com



Typical Two-Bedroom (Unit E)



Proposed Floor Plan Samples

425

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425 South Adams Street, Green Bay, Wisconsin



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cmddlcc.com



INTERIOR SAMPLES

425

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425 South Adams Street, Green Bay, Wisconsin*



2533 Lopez Lane
Green Bay WI. 54311
920-430-0984
cmdllc.com



Previous/Existing Condition
(adjacent condemned home)



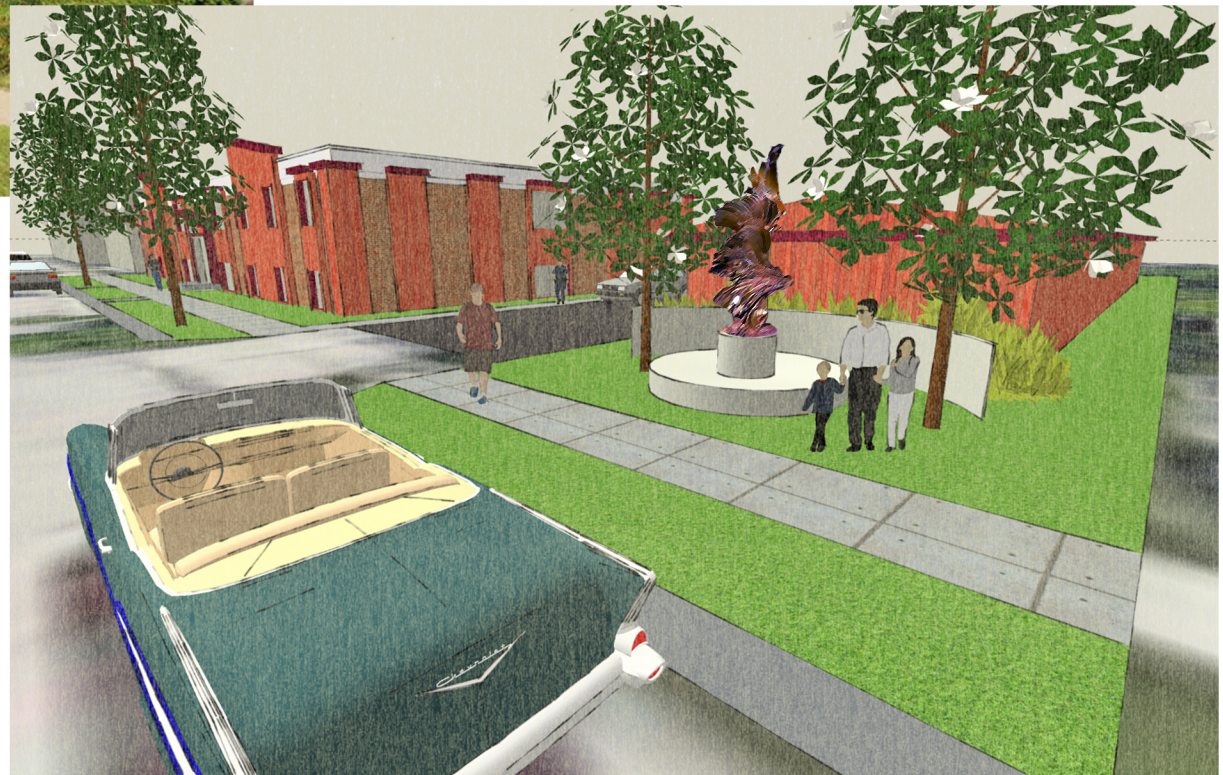
Geen Bay Public Art
Skills, Shorelines and Ships
2011; Rod Northcutt



Geen Bay Public Art
River Monolith
2009; Andy Kincaid



Geen Bay Public Art
My House of Feather and Stone
2005; NEWARTS commision



Public Art Opportunity

425

An option for active & healthy living in the heart of Green Bay
425 South Adams Street, Green Bay, Wisconsin



2533 Lopez Lane
Green Bay WI. 54311
920-430-0984
cmddlcc.com



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

August 18, 2020

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # L.3

To proceed as directed in closed session regarding the Purchase and Sale Agreement to acquire Tax Parcels 6-9, 6-10, 6-11, 6-12, 6-12-1, 6-12-2, 6-12-3, 6-12-4, 6-12-5, 6-12-A, 6-12-A-1, 6-12-B, 6-12-B-1, 6-13, 6-13-1, 6-13-A, 6-15, 6-15-A, 6-16, 6-17, 6-31, and 6-34 from Wisconsin Public Service Corporation (Pulliam Plant).

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 will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

In March 2019, the RDA discussed potential relocation of C. Reiss Coal Company terminal operations. A potential alternative is to relocate these operations to the Pulliam Plant, owned by the Wisconsin Public Service Corporation (WPS), at the mouth of the Fox River. The RDA and City have spent the last eighteen (18) months engaged in conversations with the County, the Port, C. Reiss, WPS, state officials, and other interested stakeholders to analyze and evaluate this proposal.

Staff is seeking direction as to how to proceed in order to continue exploring this alternative.

RECOMMENDATION

To be discussed at meeting.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. 8-1-Pulliam-6-11-Property-Map



Redevelopment Authority of the City of Green Bay



Tax Parcels 6-9, 6-10, 6-11, 6-12, 6-12-1, 6-12-2, 6-12-3, 6-12-4, 6-12-5, 6-12-A, 6-12-A-1, 6-12-B, 6-12-B-1, 6-13, 6-13-1, 6-13-A, 6-15, 6-15-A, 6-16, 6-17, 6-31, and 6-34.

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



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # M.I

To approve the request by Dave Baumgart to rescind invoice in the amount of \$89.10 for a lot cleanup at 858 Shawano Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Invoice I32440
2. LOT CLEAN UP - 858 SHAWANO AV - Contested Invoice



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
07/07/2020	132440
Customer Number	
58000	
Invoice Total Due	
\$89.10	
Customer PO	Due Date
	08/06/2020

DAVID BAUMGART
858 SHAWANO AV
GREEN BAY, WI 54303

REMOVE NUISANCE LITTER AND SOLID WASTE
MATERIALS AT 858 SHAWANO AV ON 6/3/2020.

00000182020600132440900000089102

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 07/07/2020

Customer Number: 58000

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
LABOR	1.00	\$41.74	EACH	\$41.74	\$0.00	\$0.00	\$41.74
EQUIPMENT	1.00	\$27.36	EACH	\$27.36	\$0.00	\$0.00	\$27.36
ADMINISTRATIVE FEE	1.00	\$20.00	EACH	\$20.00	\$0.00	\$0.00	\$20.00
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:		\$89.10	

PLEASE CALL THE DEPARTMENT OF PUBLIC WORKS AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY

Subject: LOT CLEAN UP - 858 SHAWANO AV - Contested Invoice
Date: Monday, August 03, 2020 4:01:38 PM

From: Dave Baumgart [mailto:baumydogs@hotmail.com]
Sent: Friday, July 24, 2020 11:34 AM
To: Green Bay Public Works
Cc: Paul Van Calster; Donna Rosenthal
Subject: RE: LOT CLEAN UP - 858 SHAWANO AV

Audra,

Thank you for the quick reply. I do have three questions. Was this the first time the invoice was sent out or was it sent out prior to this? If so , what date was the original sent out? Can you also please tell me the process to dispute this bill including pertinent contact info of those involved in a review process?

The reasons I would like to dispute the action is billing is as follows:

1. I was told that a notice that a clean up was required was sent to my address at 1009 Shawano Ave. on May 20, 2020. I never received this notice. I was in Florida at the time as we spend our winters there. Due to covid 19 we stayed longer than normal as travel was not advised at our normal earlier travel date.
2. The PO should have forwarded my mail but if they did , it did not arrive in Florida before we left. If it got there after we left Fla. The PO office obviously didn't forward it from Fla . back to Green Bay.
3. I arrived in Green Bay at 8 pm the night before the clean up took place. I was at the property the next day when the crew came for clean up . However, I was inside the building dealing with the water in the building from a previous flooding of Shawano Ave. I would have addressed the outside issues myself the next day even without a notice being sent, but trying to mitigate the water damage inside was my first concern. When I was told a clean up crew was there I went out and talked to Donna Rosenthal and offered to take care of the clean up myself but was told it was too late for that. This seems unfair since this was the first time I was notified that there was a problem. I did discuss with her the reason for my not having addressed the issue myself earlier since I never received the notice.
4. I have always done my best to keep the appearance of my property looking nice. In fact, under the Schmitt regime I had asked twice if the city could put a trash barrel there since most of the trash comes from the people waiting at the Bus stop by the property. I was told this could not be done. One of the items that was taken away was a flower box that I plant with annuals to brighten the area. When I later emailed Dona R. about where this went she said she had asked about it in the clean up notice (which I never received.) . I wish she had mentioned it to me that day when I was there in person. I see the box had been moved by the power co. as they did some work on the power pole where the planter had been. They moved the box to add additional gravel around the pole.
5. I think that if the city is going to send out notices that will end up in some kind of negative

repercussions if some action is not followed than the city should be required to send these notices out with proof of delivery required. Otherwise, as my case demonstrates a person can end up with punitive actions against them when they had never actually been notified a problem existed and therefore had no opportunity to correct the issue on their own. This item is something that I plan on taking up with my alderman and the mayor's office and hope would be addressed for all future mailings to people.

Thanks again for your time and consideration in this matter. I look forward to addressing this in person with whoever has the proper authority.

Sincerely,

David Baumgart
1009 Shawano Ave
Green Bay , Wi
54303
920-530-4538

Sent from [Mail](#) for Windows 10

From: [Green Bay Public Works](#)
Sent: Friday, July 24, 2020 9:58 AM
To: '[Dave Baumgart](#)'
Cc: [Paul Van Calster](#); [Donna Rosenthal](#)
Subject: RE: LOT CLEAN UP - 858 SHAWANO AV

Hi Dave,

Attached is the invoice for your property at 858 Shawano Ave. for work completed on 6/3/2020.

Please let me know if you have any further questions.

Thank you,
Audra

Audra Van Gheem
Administrative Clerk
City of Green Bay Public Works Department
100 N. Jefferson St. Room 300
Green Bay, WI 54301-5026
Phone: 920-448-3532 | greenbaywi.gov/DPW

From: Donna Rosenthal
Sent: Thursday, July 23, 2020 6:32 AM
To: Green Bay Public Works; 'Dave Baumgart'
Cc: Paul Van Calster
Subject: FW: LOT CLEAN UP - 858 SHAWANO AV

HI DPW,

Inspection sent a notice (May 20, 2020) to the address that the property owner listed with Brown County Land Records. If you refer to his June 4th email, Dave's notice in the mail which he was having forwarded by the post office to Florida, had not reached him and then he came back to Wisconsin.

Can you please let Dave, the property owner of 858 Shawano, know when you sent the bill out for the lot clean-up done on June 3, 2020, and please provide him with another copy. He sent an email last night which stated:

From: Dave Baumgart [mailto:baumydogs@hotmail.com]
Sent: Wednesday, July 22, 2020 6:12 PM
To: Debbie Haines-Epping; Donna Rosenthal
Cc: Paul Van Calster
Subject: RE: LOT CLEAN UP - 858 SHAWANO AV

Hello folks,

Just wanted to touch base and see where we are on this. I have yet to receive a bil . It has been 52 daysSince there was an apparent mix up in the mail last time and I never received the notice that there was an issue with the property and that it needed some clean up, I want to make sure there has not been a further mix up and that a bill was sent but not delivered. As noedt previously, I do intend to contact
Sent from [Mail](#) for Windows 10

Thank you,

Donna

Donna Rosenthal
Housing/Zoning Inspector

City of Green Bay
Department of Community and Economic Development
100 N Jefferson St, Room 608
Green Bay, WI 54301-5026

(e) donna.rosenthal@greenbaywi.gov
(p) 920.448.3313
(f) 920.448.3426

(w) www.greenbaywi.gov

From: Donna Rosenthal
Sent: Thursday, June 04, 2020 5:02 PM
To: 'Dave Baumgart'; Debbie Haines-Epping
Cc: Paul Van Calster
Subject: RE: LOT CLEAN UP - 858 SHAWANO AV

Hi Dave,

Please refer to the photo 4096. Based on the condition of what I observed then and observe now as I look at that area, I would not have thought that is a planter amongst that. Unfortunately, my notice did not reach you, but in the notice it was mentioned that that needed to be removed unless it has a purpose and to let me know what that is.

Debbie, can you provide him with information for I&S?

Thank you-

Donna

Donna Rosenthal
Housing/Zoning Inspector

City of Green Bay
Department of Community and Economic Development
100 N Jefferson St, Room 608
Green Bay, WI 54301-5026

(e) donnaro@greenbaywi.gov
(p) 920.448.3313
(f) 920.448.3426
(w) www.greenbaywi.gov

From: Dave Baumgart [mailto:baumydogs@hotmail.com]
Sent: Thursday, June 04, 2020 4:45 PM
To: Debbie Haines-Epping; Donna Rosenthal
Cc: Paul Van Calster
Subject: RE: LOT CLEAN UP - 858 SHAWANO AV

Dear folks,

Thank you for the time and consideration to discuss this matter. As was stated, **I was in Florida and never received a forwarded notice of the complaint.** We stayed later in Florida due to the covid 19

and the uncertainty of finding lodging on the way back. GB was also at a point with more infections than where we were. We got back in GB on the night of June 2nd. I was at the building on June 3rd (the day the city cleaned up) to get everything back in shape. I had not had a chance to go over the outside of the building yet as I was busy removing water and trying to mitigate more water damage inside the building from the heavy rains GB received earlier. I went over today (6/4) to start addressing any outside issues. I am sure I would have taken care of these issues at that time even with out a notice. I had addressed the city in the past if a garbage can could be installed in that area as there is a bus stop there and much of the litter comes from riders or kids from west High. I did notice that the city had removed a flower box that I had put in place to grow annuals in to spruce the place up every year. Obviously there were no flowers planted yet. They did leave another planter that I have there. I would like to know why it was removed so I know if it is worth putting up another one. I think when the flowers are in bloom that it adds some nice color to a drab area.

I am a retired GB firefighter and have always tried to keep my building in good shape and have responded quickly to any of the requests the city has had. In fact, I have several projects planned for the outside this year.

I will keep my eye out for the notice of billing. I assume all information on appealing this will be included with this billing. Is it possible to give me the address and email address for the improvements and services committee so I have it when the time comes?

Thanks again for the quick response to my issues.

Sincerely,

David Baumgart
920-530-4538
1009 Shawano Ave
Green Bay , Wi
54303

Sent from [Mail](#) for Windows 10

From: [Debbie Haines-Epping](#)
Sent: Thursday, June 4, 2020 11:54 AM
To: [Donna Rosenthal](#)
Cc: [Paul Van Calster](#); 'BAUMYDOGS@HOTMAIL.COM'
Subject: RE: LOT CLEAN UP - 858 SHAWANO AV

I cannot void an invoice once the work has been completed.

That being said after you receive the bill he can send a letter in to Improvement and Services telling them what happened. They will put it on their agenda, notify you of the date, and you can attend the meeting to explain what happened.

It will be up to the committee to decide if the billing will be dismissed or not.

Debbie Epping

Public Works Superintendent

519 South Oneida Street

Green Bay, WI 54303

Phone: 920-448-3535 Fax: 920-492-3752

Debbieha@greenbaywi.gov



Please consider the environment before printing this message

From: Donna Rosenthal
Sent: Wednesday, June 03, 2020 4:19 PM
To: Debbie Haines-Epping
Cc: Paul Van Calster; 'BAUMYDOGS@HOTMAIL.COM'
Subject: LOT CLEAN UP - 858 SHAWANO AV

Hi Debbie,

I had sent out a notice on May 20th for litter/yard waste pick up of an area based off a proactive yard survey done at 858 Shawano. (Photos attached from today and a copy of the notice.) Today we did the lot clean-up and Mr. Baumgart was on site and inquired what we were doing. I explained to him about the proactive yard surveys we had been doing and that a notice was mailed out to him on May 20th. Mr. Baumgart explained that he had not received the notice because he has been in Florida and stayed longer than he normally would due to COVID 19 and not traveling during the pandemic. The notice may have crossed paths with him coming back to Wisconsin and the notice being forwarded to Florida. Mr. Baumgart provided me with his email and his phone number so that if anything would arise in the future we would have contact information for him. Mr. Baumgart is cc'd on this email and is inquiring if the fee for the lot clean-up can be waived due to the circumstances and would like to resolve this prior to receiving an invoice rather than having to appeal at Improvement and Services. If you would please respond to Mr. Baumgart and let him know.

Thank you-

Donna

Donna Rosenthal

Housing/Zoning Inspector

City of Green Bay
Department of Community and Economic Development
100 N Jefferson St, Room 608
Green Bay, WI 54301-5026

(e) donnaro@greenbaywi.gov

(p) 920.448.3313

(f) 920.448.3426

(w) www.greenbaywi.gov



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # M.2

To refer to staff the request to review policy for reimbursement to property owners who repair tree-damaged sidewalk to revise the current policy and bring modified policy back to the September 9, 2020 Improvement and Services Committee meeting. (Ald. Wvery)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # M.3

To approve reimbursing the material cost only on request by Matthew Johnson for additional compensation related to replacement of tree-damaged sidewalk at 1420 Frank Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # M.4

To refer to staff the request for status update on plans to address chronic flooding in the vicinity of Main and East Mason Streets and Department of Public Works staff to report back to the Committee on feedback from designer on phasing the project. (Ald. Nicholson)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Main Street - Ellis Creek Analysis Memo 4282020



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 R Heckenlaible – Utility Manager

SUBJECT: Main Street – Ellis Creek High Water Analysis
Summary of Brown & Caldwell's Conclusions

DATE: For presentation to I&S Committee – July 15, 2020

C: James Brunette – Assistant Director of Public Works

Brown and Caldwell has looked at numerous alternatives to try to relieve the significant ponding of water in the low spots near 1940 Main Street and 1988 East Mason Street. This concern has been modeled and analyzed at a minimum of three times over the past fifteen plus years by various engineering consultants. There has been deemed no singular cause or solution towards this resolving these problems.

Brown and Caldwell's initial task was to investigate the feasibility of an underground detention facility that would eliminate all the storm runoff from the East Towne Mall area. The analysis resulted in reducing the water elevation by a few inches at an estimated cost of over \$20,000,000. The cost was too significant for the achieved benefit so this alternative was discarded.

Brown and Caldwell then went back and reviewed a few of the previous studies to see if something was missed or overlooked in those studies. Those older studies looked at implementing one or two of the alternatives but again none of them had any significant impact on the problem areas. While looking at the older alternatives the question was asked about possibly adding a storm pumping station in the vicinity of Schoen Street and Hillside Drive to try and push more water through the existing storm sewer system. It was determined that a second storm sewer system or relief storm sewer system would be required on top of the rather large and expensive storm lift station. Constructing a parallel relief storm sewer alongside of the existing storm sewer would prove to be difficult if not impossible because of property development and other existing utilities in the vicinity.

Brown and Caldwell was then to consider running a gravity relief storm sewer down the center of Main Street from East Mason Street north to Baird Creek. This would involve more than 6,000 feet of 6 foot by 12 foot box culvert at depths in some areas around 20 feet could in theory convey and relieve storm water for a one in twenty-five chance storm event at an anticipated cost of \$30,000,000. The City had some very general discussions relative to the alternative with the Wisconsin Department of Natural Resources to see if they had any concerns. Due to the extremely large volume of water that could possibly be conveyed by this extremely large relief storm sewer, they had acknowledged downstream concerns relative to Baird Creek and the washing out of the shoreline starting at the Riverside Ballroom, the adjacent residential and commercial properties from Main Street all the way to the East River. They also had similar



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INTER-OFFICE MEMO

concerns relative towards the East River all the way to the Fox River. They stated that a significant number of studies on Baird Creek and East River would need to be completed along with other environmental studies that could take years to perform, review, revise and there was no guarantee that those studies would play favorable into getting this project permitted. In addition to the environmental impacts, constructability concerns, and significant cost, the more intense rain storms would still result in significant ponding in these areas. Therefore, this alternative was also dropped.

More recent efforts of Brown and Caldwell was to look at the entire drainage basin and see if there was something that could be completed elsewhere or in combination that could aid in reducing these high water scenarios. Brown and Caldwell came up with seven possible locations in the immediate vicinity of the more significant ponding that could be considered for the inclusion of dry detention basins. These potential sites are shown below.





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INTER-OFFICE MEMO

Due to various factors such as existing utilities, size and existing development, sites 1, 2 and 3 were initially considered by the Consultant but would not be considered as viable alternatives by DPW Engineering Staff. Sites 4A, 4B, 5 and 6 would all require the City to acquire these properties. In addition to these four sites, a large storm sewer would also need to be constructed from near Lime Kiln Road south to East Mason Street to aid in reducing the high water concerns within East Mason Street. The approximate additional storm sewer can be seen below.



The last combined alternative would be around Van Beek Road and Manitowoc Road where the open channel of Ellis Creek is routed into the existing large underground storm sewer. This area has a history of backing up which sometimes impacts the private residents in the area. This alternative would consider expanding the already low area to try and build some additional up-stream storage. This would require the City to acquire six (6) properties and relocate a portion of

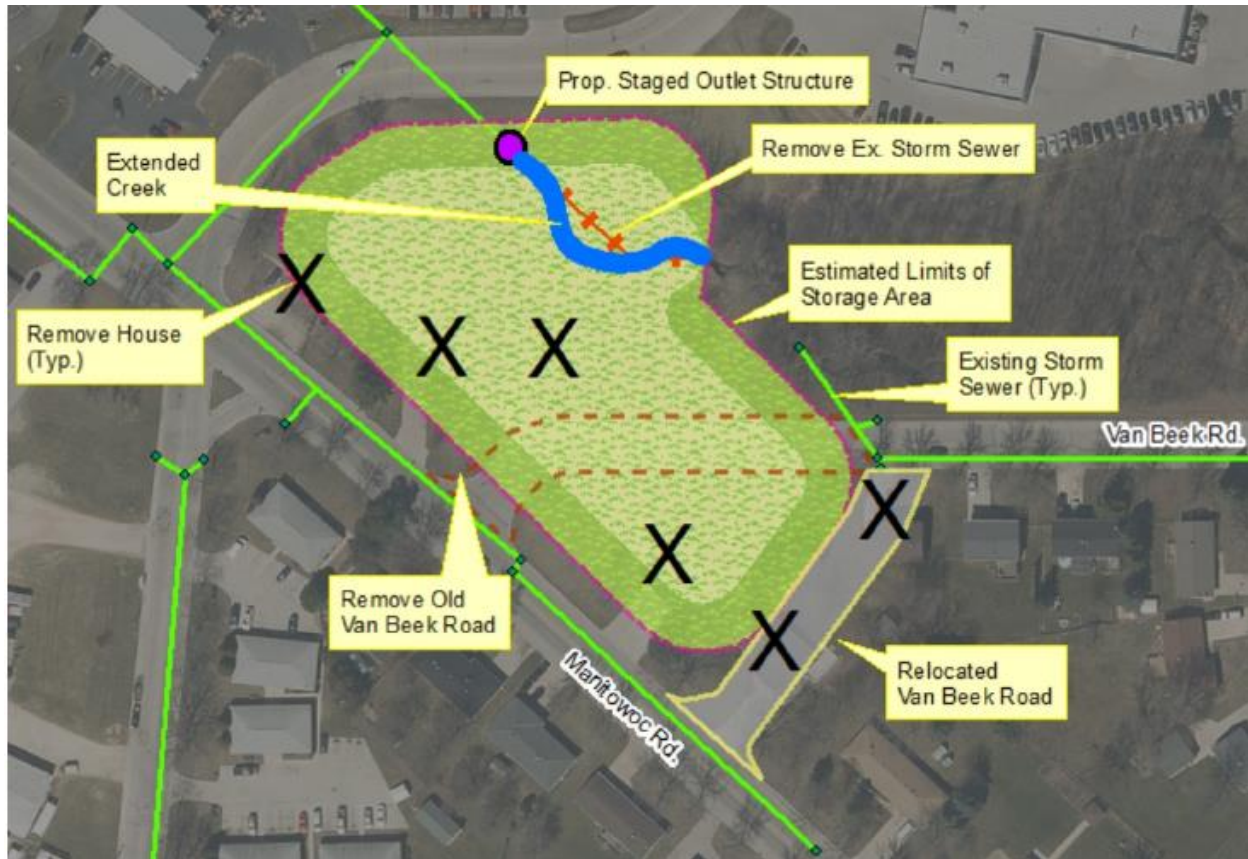


DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

100 N. Jefferson Street, Room 300
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INTER-OFFICE
MEMO

Van Beek Road including public and private utilities. A concept of this alternative can be seen below.



Brown and Caldwell analyzed ten combinations of the above alternatives, with some including Sites 1, 2, and 3, to see how they impacted the low spots at East Mason Street low spot and Main Street. Some of the alternatives had positive results for East Mason Street but continued to impact Main Street and vice versa. Most had positive results relative to the City's 10-year design storm (one in ten chance storm) along with the one in twenty-five chance storm. However, none of the alternative combinations completely eliminated elevated ponding water in these areas for the one in one-hundred chance storms.

The alternative with the greatest results in resolving the ponding in these locations would be the combination of Sites 4A, 4B, 5, 6, the large relief storm sewer within Main Street and the enlargement of the Van Beek – Manitowoc Road detention area.

The modeling results shows standing water of approximately 2.5-inches in the low spot within East Mason Street for the one in one-hundred chance storm. However, it did not have as significant of an impact at the low spot on Main Street resulting in about 8-inches of ponding water for the one in twenty-five chance storms and around 24-inches of ponding water for the one in one-hundred chance storms. That is a reduction of around 16-inches for the one in one-hundred chance storms and reduces the duration that the water ponds in this area. Obviously this



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INTER-OFFICE
MEMO

combination of alternatives still does not eliminate all the ponding water but it needed to be presented for discussion.

A benefit towards this alternative is that it could be implemented in phases over the course of several years which would spread the capital cost out over a longer period of time. Current anticipated costs associated with these alternatives are as follows.

Alternative	Land Acquisition / Relocation Cost Estimate	Estimated Construction Cost	Alternative Total
4A + 4B combined	\$1,250,000	\$1,150,000	\$2,400,000
5	\$375,000	\$375,000	\$750,000
6	\$375,000	\$300,000	\$675,000
Relief Storm Sewer	-----	\$2,300,000	\$2,300,000
Van Beek Storage	\$1,600,000	\$1,000,000	\$2,600,000
Total	\$3,600,000	\$5,125,000	\$8,725,000



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # M.5

To approve the request by Brown County for the City of Green Bay to accept dedication of regional storm water management infrastructure for the Fox River Papermaking Corridor.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. FRP2 Municipal Project Agreement_Executed

Brown County

MUNICIPAL PROJECT AGREEMENT

Project ID #: FRP-2

Municipality: City of Green Bay

Project: Fox River Papermaking Corridor

Construction Year: 2019

Limits: Radisson St. – Bay Beach Rd.

Length: N/A

1.0 GENERAL

The signatory, City of Green Bay, through its undersigned duly authorized officers or officials, hereby agrees with Brown County to take ownership of the Fox River Papermaking Corridor (FRPC) Regional Storm Water Retention System as hereinafter described.

2.0 BROWN COUNTY RESOLUTIONS

On June 20, 2018 the Brown County Board passed a "Resolution Supporting the Redevelopment of the Fox River Papermaking Corridor" (Attachment A).

On December 19, 2018 the Brown County Board passed a "Resolution Amending Prior June 20, 2018 Resolution Supporting the Redevelopment of the Fox River Papermaking Corridor" (Attachment B). The December 19, 2018 Resolution included the following language:

"BE IT FURTHER RESOLVED, that the County shall purchase land and shall take any and all actions necessary to create a Regional Storm Water Retention System on parcel No. 20-89-B, including but not limited to: 1) Relocating underground utilities and installing an underground Storm Sewer System to convey water from the southern end of the corridor project to Parcel No. 20-689-B; 2) Constructing a Lift Station on Parcel No. 20-689-B to accommodate additional water flow; 3) Excavating materials necessary to construct the Regional Storm Water Retention System; and 4) Repairing concrete pavement on Quincy Street after the Storm Sewer System installation is complete; and

BE IT FURTHER RESOLVED, that the County shall take any and all actions necessary to transfer ownership of the completed FRPC Regional Storm Water Retention System via an enforceable written agreement to the City of Green Bay"

3.0 PROJECT DESCRIPTION

The Regional-Storm-Water Retention System will consist of the following elements:

- Storm sewer pipe from the Green Bay Packaging Mill Site to a lift station north of I-43, south side of Chip Street.
- Lift station located east of the existing City of Green Bay lift station.
- Combination open ditch and storm sewer pipe to the pond on Parcel 20-689-B.
- Storm water pond on Parcel 20-689-B.
- Storm sewer pipe from the Angie Street storm pipe to the pond and storm sewer pipe exiting the pond to the existing Angie Street storm pipe.

All storm sewer and storm water management facility components shall be designed and constructed to meet the requirements of the City of Green Bay Design Standards, NR151 and NR216 of the Wisconsin Administrative Code, and Chapter 30 of the City of Green Bay Municipal Code.

4.0 PROJECT TRANSFER

Subject to all of the other provisions of this Agreement and the exhibits hereto attached, Brown County shall, upon completion of the Improvements, unconditionally, and without charge to the City, give, grant, convey and fully dedicate the same, to the City, its successors and assigns forever, free and clear of all encumbrances whatever; together with (without limitation because of enumeration) all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to the Improvements, together with any and all necessary easements for access thereto.

Upon Brown County meeting all of the terms of this Agreement, the City shall accept dedication of the Improvements. The City Clerk shall provide the Brown County with a certified copy of the Common Council resolutions accepting Improvements hereunder which Brown County may record to evidence compliance with this Agreement.

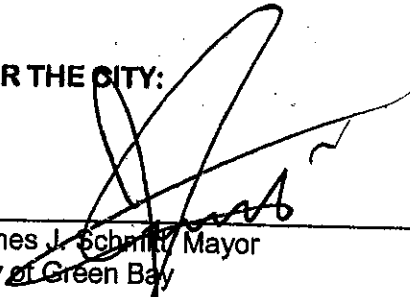
Upon acceptance of the dedication of Improvements, the City shall have the right to connect, integrate or otherwise alter the Improvements as it deems necessary and without payment, notice or consent of the Brown County.

5.0 AUTHORIZATION

This request is made by the undersigned proper authority to make such request for the designated Municipality, and upon acceptance by the County, shall constitute agreement between the Municipality and the County.

(Signature Page Follows)

FOR THE CITY:



James J. Schmitt, Mayor
City of Green Bay

Date 4/3/19



Kris Teske, Clerk
City of Green Bay

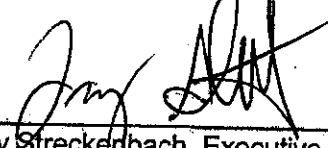
Date 4/3/19

FOR THE COUNTY:



Paul Fontecchio, Director
Brown County Public Works Department

Date 3/20/19



Troy Streckerbach, Executive
Brown County

Date 3/21/19



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # M.6

To approve the request by Green Bay Public Arts Commission to commission a mural on the east abutment wall for the Tilleman (Mason Street) Bridge at the intersection of East Mason Street and Monroe Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # M.7

To approve General Ordinance No. 23-20, amending Section 21.09, Green Bay Municipal Code, relating to Cross Connection Control Program.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 23-20 - Amend 21.09 Cross Connection Control Program

GENERAL ORDINANCE NO. 23-20

AN ORDINANCE
AMENDING SECTION 21.09,
GREEN BAY MUNICIPAL CODE,
RELATING TO CROSS-CONNECTION CONTROL PROGRAM

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

SECTION 1. Section 21.09, Green Bay Municipal Code, is hereby amended to read:

21.09 CROSS-CONNECTION CONTROL PROGRAM. The Green Bay Water Utility shall cause a cross-connection ~~survey~~ **inspection** to be conducted and **shall** enforce this subsection.

(1) **ADOPTED STATE LAW.**

(a) *Definitions.* Section SPS 381.01, Wis. ~~Adm.~~ **Admin.** Code, as it may be amended from time to time, is hereby adopted by reference and incorporated as though fully set forth herein.

(b) ~~Cross-Connections~~ **Cross-connections.** Sections NR 810.15 and SPS 382.41, Wis. ~~Adm.~~ **Admin.** Code, as they may be amended from time to time, are hereby adopted by reference and incorporated as though fully set forth herein.

(c) ~~Local Well Regulation~~ **well regulation.** Section NR 810.16, Wis. ~~Adm.~~ **Admin.** Code, as it may be amended from time to time, is hereby adopted by reference and incorporated as though fully set forth herein.

(2) **SURVEYS INSPECTIONS.** ~~Cross-Connection Surveyors~~ **Cross-connection inspectors** must meet the qualifications contained in the ~~City of Green Bay's Cross-Connection Control Plan~~ **City's cross-connection control program** as approved by the Wisconsin ~~DNR~~ **Department of Natural Resources.** The water utility shall cause a survey for every residential service on a schedule matching meter replacement. The water utility shall cause a ~~survey~~ **cross-connection inspection** of every industrial, commercial and public authority service a ~~minimum of once every two (2) years.~~ Commercial properties of similar or lesser risk to residential properties may follow the same schedule as residential properties. The water utility may obtain a special inspection warrant if consent to entry for survey purposes has been refused. **on the following schedule:**

(a) Every residential service shall be inspected on a schedule matching the Water Utility meter replacement schedule.

(b) All services on commercial properties that are no more complex than residential services shall be inspected every six (6) years.

(c) All services on multi-family and public authority (parks) properties shall be inspected every ten (10) years.

(d) All services on industrial properties and commercial properties with plumbing more complex than typical residential properties, and public authority services other than parks, shall be inspected a minimum of once every two (2) years.

(e) The water utility may obtain a special inspection warrant if consent to entry for inspection purposes has been refused.

(3) DISCONTINUANCE OF WATER SERVICE. Section PSC 185.37, Wis. ~~Adm.~~ **Admin.** Code, as it may be amended from time to time, is hereby adopted by reference and incorporated as though fully set forth herein.

(4) REGULATIONS. The owner of a property shall install a backflow preventer, air-gap separation, or other mechanism at the service connection to protect the public water system upon demand of the water utility for any of the following reasons:

(a) An internal cross-connection cannot be permanently corrected or controlled.

(b) Plumbing system is designed in a manner that it is impracticable or impossible to ascertain whether cross-connections exist.

(c) A dangerous material is handled in such a manner on site that it creates an actual or potential health hazard to the public water system.

(d) The plumbing system services a sewage treatment plant, hospital, mortuary, plating plant or car wash.

(e) An undue health threat is posed because of the presence of toxic substances at the plumbing system's site.

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

7/21/2020



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # M.8

To approve the request by Department of Public Works to execute Amendment XI to the Brown County Municipal Recycling Agreement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Amendment XI Agreement Letter_C_GreenBay
2. Amendment XI_C_Green Bay

PORT & RESOURCE RECOVERY DEPARTMENT

Brown County

2561 SOUTH BROADWAY
GREEN BAY, WI 54304

PHONE: (920) 492-4950

FAX: (920) 492-4957

DEAN R. HAEN

DIRECTOR

July 31st, 2020

City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

Dear City of Green Bay,

Enclosed is a copy of Amendment XI of the Brown County Municipal Recycling Agreement for your signature. Please print and sign then return to us after which we will have it executed and a copy returned for your files. Execution of this amendment ensures your eligibility for the 2021 Wisconsin Recycling Consolidation Grant.

If you should have any additional questions or comments, please contact me at (920) 492-4965 or via email mark.walter@browncountywi.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Walter', with a stylized flourish at the end.

Mark Walter
Business Development Manager

Enclosures

**BROWN COUNTY MUNICIPAL RECYCLING
AGREEMENT AMENDMENT XI**

This amendment is intended to reaffirm the existing language set forth in the Municipal Recycling Agreement in order to establish eligibility for the 2021 Wisconsin Recycling Consolidation Grant.

The existing agreement is a cooperative agreement for the joint provision of recycling services including education and outreach, collection and transport of recyclables to a materials recovery facility, and performing comprehensive program planning.

The following Brown County Municipalities recognize the fact that they are Partner Communities with Brown County in the Municipal Recycling Agreement:

City of Green Bay	Town of Green Bay
City of DePere	Town of Holland
Village of Allouez	Town of Humboldt
Village of Ashwaubenon	Town of Lawrence
Village of Bellevue	Town of Ledgeview
Village of Hobart	Town of Pittsfield
Village of Howard	Town of Rockland
Village of Pulaski	Town of Scott
Village of Suamico	Town of Wrightstown
Village of Wrightstown	Oneida Nation

City of Green Bay

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

BROWN COUNTY

By: _____

Its: _____

Dated: _____



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # M.9

To approve the request by Department of Public Works to award construction contracts at a staff level and report the awards at the next regular meeting of the Improvement and Services Committee for the following:

- A. SEWERS 7-20 MINI SEWERS
- B. SEWERS 8-20 FINGER ROAD SANITARY SEWER

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # M.10

To receive and place on file the award of the contract SEWERS 5-20 S. GRANDVIEW ROAD SANITARY SEWER to the low responsive bidder, PTS Contractors, Inc., in the amount of \$1,826,994.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public SEWERS 5-20 S. GRANDVIEW ROAD SANITARY SEWER

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 5-20 S. GRANDVIEW ROAD SANITARY SEWER

Tuesday, July 28, 2020

Contractor	Bid	Bid Bond
PTS CONTRACTORS, INC.	\$1,826,994.00	5%
DORNER, INC.	\$2,097,402.90	5%
ADVANCE CONSTRUCTION, INC.	\$2,216,679.06	5%
VINTON CONSTRUCTION CO.	\$2,855,517.41	5%
SOPER GRADING & EXCAVATING LLC	\$2,970,672.20	5%
Any questions, call 920-448-3100		



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # M.I I

To approve the award of the following contracts:

A. RFB #3255 HVAC INSTALLATION AT PARK SHOP to the low responsive bidder, AMA, Inc., in the amount of \$39,929 base bid and, if needed, Alternate Bid I in the amount of \$10,996.

B. SEWERS 6-20 BASIN REPAIR to the low responsive bidder, Michels Corp., in the amount of \$1,219,465.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary RFB #3255 HVAC INSTALLATION AT PARK SHOP
2. RFB #3255 Award Memo
3. Bid Summary - Public SEWERS 6-20 BASIN REPAIR

CITY OF GREEN BAY BID SUMMARY

RFB #3255

HVAC Install at Park Shop

Dept: PRF	Req #82	VENDOR #1	VENDOR #2
Planholders: 20	CC #910-914-031	AMA, INC	HURCKMAN MECHANICAL INDUSTRIES, INC
Issued: 6/29/2020	Due: 7/27/2020	Green Bay	Green Bay
DESCRIPTION			
BASE BID 1 (TOTAL LUMP SUM): All labor, materials and equipment necessary to completely and satisfactorily perform the Park Shop HVAC Installation Project at 919 N. Crocker Street Green Bay, WI 54303 in accordance with attached specifications and as noted at the Pre-bid/Site Inspection.			
		\$ 39,929.00	\$ 72,895.00
ALTERNATE BID 1 (TOTAL LUMP SUM): If required for this project, all labor, materials and equipment necessary to completely and satisfactorily install new piping for the newly installed condenser per Addendum #1			
		\$ 10,996.00	\$ 9,300.00
# of calendar days work shall be started in after award notice:			
Interior work shall be completed by 9/30/2020		7 Days	7 Days
Payment Terms Net 30 Early Payment Discount:		Net 30	Net 30
Accepts credit card payments:		Yes	No
Bidder's Proof/SOQ Expiration Date:		7/20/2021	1/22/2021

Parks, Recreation & Forestry Department

City Hall, Room 510
100 North Jefferson Street
Green Bay WI 54301

(920) 448-3365

(920) 448-3393 Fax

www.green-bay.org

Information Line: 448-3367



Date: July 30, 2020
To: Steve Grenier
From: Kaurie Mihm
Re: RFB #3255 HVAC Install at Park Shop
CC: Dan Ditscheit
Jim Brunette

The Parks, Recreation and Forestry Department supports awarding the Low Bidder for RFB #3255 HVAC Install at Park Shop to AMA, Inc. for the base bid amount of \$39,929.00. In the event it should become necessary, also award Alternate Bid 1 for \$10,996.00.

The account number for the \$39,929.00 base bid is 410600-53001-94102
The account numbers for the Alternate Bid 1 funding if needed are \$1,120.88 from 410600-53001-94102 and \$9,875.12 from 410600-53001-96504.

Kaurie Mihm

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 6-20 BASIN REPAIR

Tuesday, August 4, 2020

Contractor	Bid	Bid Bond
MICHELS CORP.	\$1,219,465	5%
Any questions, call 920-448-3100		



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # M.12

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

A. Granting of Licenses

I. Sidewalk Builder

- a. Howard Immel, Inc.
- b. SD Ellenbecker, Inc.
- c. Total Construction/Joe Mains Concrete

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # N.I

To approve a change of agent for Oneida Nation at 2370 W. Mason St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20200702_112057



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # N.2

To approve a change of agent for Oneida Nation at 2597 W. Mason St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20200702_112043



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # N.3

To approve a change of agent for Oneida Nation at 501 Packerland Dr.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20200702_112107



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # N.4

To hold until the September 14, 2020 Protection & Policy meeting a communication from Alder Dorff to research and create a fair housing ordinance for the City of Green Bay, previously discussed at the July 8, 2019 & July 13, 2020 Protection & Policy meetings.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. UPDATED DRAFT GO 25-20 - Creating Ch 50 Equal Rights 8-10-20 P&P

GENERAL ORDINANCE NO. 25-20

AN ORDINANCE CREATING CHAPTER 50, GREEN BAY MUNICIPAL CODE, RELATING TO EQUAL RIGHTS

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

SECTION 1. Chapter 50, Green Bay Municipal Code, is hereby created to read:

50.01 Findings; Declaration of Policy.

- (1) A vibrant, livable, successful, and productive city is made possible by the talents, contributions, and well-being of its diverse residents. It is the policy of the City that the equal rights of all those who live and work in the City are ensured, and that equal rights and equal opportunities within the context of the larger commercial and social fabric of the Green Bay community are promoted.
- (2) The practice of providing equal opportunities to persons without regard to actual or perceived sex, race, religion, creed, color, national origin, ancestry, age, disability, lawful source of income, receipt of rental assistance, marital status, familial status, sexual orientation, gender identity, gender expression, gender non-conformity, transgender status, past or present military service, or status as a victim of domestic abuse, sexual assault, or stalking is a desirable goal of the City and a matter of legitimate concern to its government. Discrimination against any City resident endangers the rights and privileges of all residents. The denial of equal opportunity intensifies group conflict, undermines the foundations of democratic society, and adversely affects the general welfare of the community. Denial of equal opportunity in housing forces individuals and families who are discriminated against to live in housing that falls below reasonably acceptable standards. Denial of equal opportunity in employment deprives the community of the fullest productive capacity of those of its members so discriminated against and denies to them the sufficiency of earnings necessary for maintaining the standards of living consistent with their abilities and talents.
- (3) The provision of adequate safeguards against discrimination is a proper and necessary function of City government. To protect the health, safety, and general welfare of all inhabitants of and all persons employed within the City, it is declared to be the public policy of the City to foster, protect, and enforce the right to equal opportunity without regard to sex, race, religion, creed, color, national origin, ancestry, age, disability, lawful source of income, receipt of rental assistance, marital status, familial status, sexual orientation, gender identity, gender expression, gender non-conformity, transgender status, past or present military service, status as a victim of domestic abuse, sexual assault,

or stalking, or an individual's affiliation or perceived affiliation with any of these categories. To fully effectuate this policy of promoting nondiscrimination, the City shall endeavor to eliminate all discrimination that may occur in the City.

- (4) Where applicable, this chapter shall be interpreted and applied consistently with the provisions of Title VII of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968; 42 U.S.C. § 2000a, et seq.; 42 U.S.C. §§ 3601, et seq.; 24 C.F.R. §§ 100, et seq.; 29 C.F.R. 1600, et seq.; §§ 66.1011, 106.50, 106.52, and 111.31-111.395, Wis. Stats.; and any successor provisions of state and federal law.

50.02 Purpose. Each sector of society engaged in the life of the City has a role in promoting equal rights, equity, and a social fabric free of discrimination. City government is uniquely positioned to assume a primary leadership role in these efforts. To achieve this leadership objective, each department, agency, and unit of City government shall be accountable for promoting social and economic equity for all residents of the City, and structuring its work so that the outcomes are directed toward social and economic equity for all residents.

50.03 Definitions. In this chapter:

- (1) *Ancestry* means the country, nation, tribe, or other identifiable group from which one descends.
- (2) *Commission* means the Equal Rights Commission.
- (3) *Covered multifamily dwelling* shall have the same meaning as its definition in 24 C.F.R. § 100.201, as amended from time to time.
- (4) *Disability* means, with respect to a person, any of the following:
 - (a) i. A physical or mental impairment which substantially limits one or more of the person's major life activities.
 - ii. A record of having such an impairment.
 - iii. Being perceived as having such an impairment.
 - (b) Disability does not include current, illegal use of or addiction to a controlled substance.
- (5) *Familial status* means one or more individuals, who have not attained the age of 18 years, being domiciled with a parent or another person having legal custody of such individuals; or the designee of the parent or other person having such custody, with the written permission of the parent or other person. For purposes of this chapter, "familial status" shall include any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

- (6) *Gender expression* means a person's external manifestations of gender, which may be expressed through name, pronouns, clothing, haircut, behavior, voice, body characteristics, or other means. A person's gender expression may be the same or different from that associated with the person's assigned sex at birth.
- (7) *Gender identity* means a person's internal sense of their gender. A person's gender identity may be the same as or different from their assigned sex at birth.
- (8) *Gender non-conformity* broadly describes individuals who do not conform to traditional expectations of their assigned sex at birth and/or whose gender expression does not fit neatly into a conventional gender category.
- (9) *Housing* means any building, structure, or part thereof which is used or occupied, or is intended, arranged, or designed to be used or occupied as a residence, home, or place of habitation of one or more human beings, including a mobile home as defined in § 66.0435, Wis. Stats., and any land or part thereof which is offered for sale, lease, or use as a site for a building, structure, or part thereof intended or designed to be used or occupied as a residence, home, or place of habitation of one or more human beings, including a mobile home park as defined in § 66.0435, Wis. Stats.
- (10) *Lawful source of income* means income that is legally derived and that is subject to reasonable and good-faith efforts to verify the lawfulness of its derivation, and includes moneys received from public assistance, pension, and supplementary security income.
- (11) *Marital status* means the status of being married, separated, divorced, widowed, or single.
- (12) *Owner* means any person having the right of ownership or possession or the right of transfer, sale, rental, or lease of any housing, or the agent of any such person.
- (13) *Person* means one or more individuals, labor organizations, employment agencies, corporations, partnerships, associations, cooperatives, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy or receivers or other fiduciaries, and the agent or agents of any of the foregoing; but, because of actual, potential, or perceived conflicts of interest, shall not include the City of Green Bay, the Green Bay Housing Authority, the Redevelopment Authority of the City of Green Bay, any department of the City, or any other municipal, state, or federal governmental body or any agent, officer, or employee acting in the course of such employment.

- (14) *Protected Person* means any individual intended to be protected from violations of prohibited discrimination under this chapter. This includes protections afforded based on an individual's actual or perceived sex, race, religion, creed, color, national origin, ancestry, age, disability, lawful source of income, receipt of rental assistance, marital status, familial status, sexual orientation, gender identity, gender expression, gender non-conformity, transgender status, past or present military service, status as a victim of domestic abuse, sexual assault, or stalking, or an individual's affiliation or perceived affiliation with any of these categories.
- (15) *Public Place of Accommodation or Amusement* includes those accommodations, facilities, and services that a person holds out to be open to the common and general use, participation, and enjoyment of the public for any purpose. The term "Public Place of Accommodation or Amusement" shall be interpreted broadly to include, but not be limited to, places of business or recreation, hotels, motels, resorts, restaurants, taverns, barbers, cosmetologists, aestheticians, electrologists, manicuring establishments, nursing homes, clinics, hospitals, cemeteries, and any place where accommodations, amusements, goods, or services are available either free or for consideration, except where such a broad interpretation would deny to any person rights guaranteed by the constitutions of Wisconsin and of the United States. This term does not include:
- (a) Any institution or club which by its nature is distinctly private; or
 - (b) Any religious organization, association, or society, or any nonprofit institution or organization controlled by a religious organization, including places of worship; or
 - (c) A place where a bona fide private, nonprofit organization or institution provides accommodations, amusement, goods, or services during an event at which the organization or institution provides the accommodations, amusement, goods, or services to the following individuals only:
 - 1. Members of the organization;
 - 2. Guests named by members of the organization or institution; and/or
 - 3. Guests named by the organization or institution.
- (16) *Receipt of Rental Assistance* means receipt of rental assistance under Title 24, Code of Federal Regulations, Subtitle B, Chapter VII (commonly known as the Section 8 program) or any other rental assistance that is not considered household income.
- (17) *Sexual Orientation* means the type of sexual, romantic, emotional, or spiritual attraction one has the capacity to feel for some others, generally labeled based

on the gender relationship between the person and the people to whom they are attracted.

- (18) *Transgender* broadly refers to individuals whose gender identity and/or expression is different from cultural expectations based on the sex they were assigned at birth. Being transgender does not imply any specific sexual orientation.

50.04 Housing Discrimination Prohibited.

- (1) In this section, prohibited discrimination includes discrimination because of the protected person status of the buyer, renter, or applicant, or any person residing in or intending to reside in a dwelling after it is sold, rented, or made available.
- (2) It shall be an unfair discrimination practice and unlawful and hereby prohibited:
- (a) For any owner to refuse to transfer, sell, or rent, or to refuse to negotiate for the sale, or rental of, or to otherwise make unavailable, deny, or withhold from any person such housing because of the person's status as a protected person.
 - (b) For any owner to discriminate against any person in the terms, conditions, or privileges of the transfer, sale, or rental of any housing, or in the provision of services or facilities in connection therewith, because of the person's status as a protected person. Nothing in this section shall be deemed to prohibit a housing provider from considering a history of disruptive, abusive, or dangerous behavior.
 - (c) For any person to make, print, publish, post, or broadcast, or cause to be made, printed, published, posted, or broadcast any notice, statement, or advertisement with respect to the sale, rental, or financing of a dwelling that expresses any preference, limitation, specifications, or discrimination, or an intention to make such preference, limitation, specification, or discrimination, as to any protected persons.
 - (d) For any owner to falsely represent to any person that any dwelling is not available for inspection, sale, or rental on the basis of a prospective occupant's or tenant's status as a protected person. A person who has received written notice from the Green Bay Police Department that a drug nuisance under § 823.113, Wis. Stats., exists on property for which the person is responsible as owner may take action to eliminate the nuisance, including but not limited to eviction of residents, provided such action is not a subterfuge to evade the provisions of this chapter.

- (e) For any person to induce or attempt to induce any person to sell or rent a dwelling by representations regarding the entry or prospective entry into the neighborhood of protected persons or persons of a particular economic status or by representations to the effect that such present or prospective entry will or may result in any of the following:
1. The lowering of real estate values in the area.
 2. A deterioration in the character of the area.
 3. An increase in criminal or antisocial behavior in the area.
 4. A decline in the quality of the schools or other public service facilities in the area.
- (f) For any person or other entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of a person's status as a protected person. As used in this section, the term "residential real estate-related transaction" means any of the following:
1. The lending of money or security, guaranteeing any loan, accepting any mortgage, or in any other manner making available any other funds or resources for the construction, acquisition, purchase, rehabilitation, repair, improvement, or maintenance of any housing or housing accommodation.
 2. The selling, brokering, or appraising of residential real property. Nothing in this section prohibits a person engaged in the business of making or furnishing appraisals of residential real property from taking into consideration factors other than a person's status as a protected person.
- (g) For any owner to make or cause to be made any written or oral inquiry or record concerning the nature of any disability of prospective occupants or tenants of such housing, or persons associated with them, unless such inquiry or record is necessary for compliance with applicable local, state, or federal law.
- (h) For any person to refuse to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, except that, in the case of a rental, an owner may condition permission for such a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.
- (i) For any person to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be

necessary to afford persons with a disability equal opportunity to use and enjoy a dwelling.

(j) *Animals assisting persons with disabilities.*

1. If a protected person with a disability keeps an animal that is specially trained to assist the disabled person, it is discrimination for any person to refuse to sell or rent housing to the protected person, cause the eviction of the person from the housing, require extra compensation from the person as a condition of continued residence in the housing, or engage in the harassment of the person because of their service animal, if all of the following apply:
 - i. Upon request, the protected person shows to the owner credentials issued by a school recognized by the State or an agency thereof as accredited to train animals for individuals with disabilities; and
 - ii. The protected person accepts liability for sanitation with respect to, and damage to the premises caused by, the animal.
2. This subsection does not apply in the case of the rental of owner-occupied housing if the owner or a member of the owner's immediate family occupying the housing possesses and, upon request, presents to the person a certificate signed by a physician which states that the owner or family member is allergic to the type of animal the protected person possesses.

(3) Nothing in this section shall affect any person's decision to share occupancy of a lodging room, apartment, or dwelling unit with another person or persons.

(4) *Information Allowed.*

- (a) Nothing in this section shall be deemed to prohibit an owner from requiring that any person who seeks to buy, rent, or lease any housing supply information concerning the person's prior residence, or familial, marital, financial, and business status.
 - (b) Nothing in this section shall be deemed to prohibit an owner from refusing to sell, rent, or lease any housing to any person on the basis of such person's treatment of any property formerly occupied by such person or on the basis of such person's record in paying rent or other obligations when due, or such person's ability to pay.
- (5) The prohibition in this section against discrimination against a person with protected person status because of the person's age or familial status does not apply to housing for older persons, as defined in § 106.50(1m)(m), Wis. Stats., as amended from time to time.

- (6) It is not a violation of this ordinance to restrict occupancy in a dwelling to persons with disabilities or to provide housing for older persons as defined in § 106.50(1m)(m), Wis. Stats., as amended from time to time.
- (7) It is not a violation of this ordinance to restrict occupancy in a dwelling to protected persons or to provide housing for protected persons as provided under any state or federal program that is specifically designed and operated to assist persons in a protected class, as defined in the state or federal program. For example, it is not a violation of this ordinance to restrict occupancy in a dwelling to veterans, homeless individuals, or survivors of domestic violence.
- (8) It is not a violation of this ordinance for a religious organization, association, or society, or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental, or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons.

50.05 Discrimination in Public Places of Accommodation or Amusement Prohibited.

- (1) All persons shall be entitled to the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of any public place of accommodation or amusement, as defined in this ordinance, without discrimination upon the basis of a person's status as a protected person.
- (2) It shall be an unfair discrimination practice and unlawful and hereby prohibited:
 - (a) For any person to deny to another, or to charge another a price different from the regular rate charged to others for the full and equal enjoyment of any public place of accommodation or amusement because of the person's status as a protected person.
 - (b) For any person to directly or indirectly publish, circulate, display, mail, or otherwise disseminate any written communication which the communicator knows is to the effect that any of the facilities of any public place of accommodation or amusement will be denied to any person by reason of status as a protected person, or that the patronage of a protected person is unwelcome, objectionable, or unacceptable for any reason.
 - (c) For any person to subject a person, directly or through contractual, licensing, or other arrangements, to a denial of the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or

accommodations of an entity on the basis of the individual's status as a protected person.

- (d) For any person to, notwithstanding the existence of separate or different programs or activities provided in accordance with this section, deny an individual the opportunity to participate in programs or activities that are not separate or different on the basis of the individual's status as a protected person.
- (3) This section does not prohibit special services, rates, or benefits provided to veterans or to any protected person fifty (50) years of age or older.
- (4) Any exemption or affirmative defense available under §106.52(3), Wis. Stats., shall apply to this section.

50.06 Access by Persons with Disabilities to Public Places of Accommodation or Amusement.

- (1) No individual shall be discriminated against on the basis of disability, or because of the known disability of an individual with whom the individual or entity is known to have a relationship or association, in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any public place of accommodation or amusement by any person who owns, leases (or leases to another), or operates a public place of accommodation or amusement.
 - (a) *Denial of Participation.* It shall be prohibited discrimination to subject an individual, on the basis of a disability, directly or through contractual, licensing, or other arrangements, to a denial of the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of an entity.
 - (b) *Participation in Unequal Benefit.* It shall be prohibited discrimination to afford an individual, on the basis of a disability, directly or through contractual, licensing, or other arrangements, with the opportunity to participate in or benefit from a good, service, facility, privilege, advantage, or accommodation that is not equal to that afforded to other individuals.
- (2) A public place of accommodation or amusement shall make reasonable modifications in policies, practices, and procedures to permit the full and equal enjoyment of the public place of accommodation or amusement by a person with a disability. Those policies, practices, and procedures shall ensure that a person with a disability is not segregated from other patrons of the public place of accommodation or amusement.

(3) This section is not intended to impose a greater duty than the reasonable accommodation requirements of the Americans with Disabilities Act Amendments Act of 2008.

(4) *Exemptions for Private Clubs and Religious Organizations.* The provisions of this section shall not apply to private clubs or organizations exempted from coverage under Sec. 50.03 above, or to religious organizations or entities controlled by religious organizations, including places of worship, to the extent that requiring compliance would violate state or federal law.

50.07 City Facilities. It shall be an unfair discrimination practice and unlawful and hereby prohibited for any person, public official, employee, agent, agency, authority, board, commission, or committee of the City of Green Bay to deny any person the use of City facilities or otherwise discriminate against any person in the use of City facilities because of such person's status as a protected person.

(1) This section is not intended to impose a greater duty than the reasonable accommodation requirements of the Americans with Disabilities Act Amendments Act of 2008.

50.08 Employment Discrimination Prohibited.

(1) It shall be an unfair discrimination practice and unlawful and hereby prohibited:

(a) For any person or employer to discriminate against any person with respect to the failure or refusal to hire, discharge, compensation, terms, conditions, or privileges of employment, including promotion, on the basis the person's status as a protected person.

(b) For any person or employer, individually or in concert with others, to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any person of employment opportunities or which would otherwise adversely affect their status as an employee because of such person's status as a protected person.

(c) For any person or employer to fail or refuse to refer for employment, or otherwise to discriminate against any person in a manner that would deprive or limit the person's employment opportunities or otherwise adversely affect their status as an applicant or prospective employee, on the basis of the person's status as a protected person.

(d) For any person or employer to refuse to reasonably accommodate an employee's or prospective employee's disability, unless the employer can demonstrate that the accommodation would pose an undue hardship on the employer's program, enterprise, or business.

- (e) For any person or employer to refuse to reasonably accommodate an employee's or prospective employee's religious observance or practice, unless the person or employer can demonstrate that the accommodation would pose an undue hardship on the employer's program, enterprise, or business.
- (2) It is the policy of the City of Green Bay to include in all contracts negotiated or renegotiated by a contracting department of the City a provision obligating the contractor not to discriminate against any qualified employee or qualified applicant for employment on the basis of a person's status or perceived status as a protected person, and to require the contractor to include a similar provision in all subcontracts.
- (3) *Sexual Harassment.* No employer, labor organization, or employment agency shall engage in sexual harassment, and employers shall ensure that all of their employees work in an environment free of sexual harassment.
- (4) *Exceptions.* Notwithstanding any other provision of this section, the following are permitted practices which do not violate this section:
 - (a) For any employer to hire and employ employees, for an employment agency to classify or refer for employment any person, for a labor organization to classify its membership or to classify or refer for employment any person, or for an employer or a labor organization to admit or employ any person in those certain instances where religion, sex, age, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of that particular business or enterprise.
 - (b) For any employer to observe the terms of a bona fide seniority system or any bona fide employee benefit plan such as a retirement, pension, or insurance plan, which is not a subterfuge to evade the purposes of this section, except that no such employee benefit plan shall excuse the failure to hire any person.
 - (c) For an employer to take the behavioral manifestations of an applicant's mental disability into consideration in determining whether the applicant is qualified.
 - (d) For any religious organization, association, or society, or any nonprofit institution or organization operated, supervised, or controlled by or such religious organization, association, or society, to give preference to an applicant or employee who is a member of the same or a similar religious denomination, in hiring or promotion to an instructional or policymaking position, including but not limited to the position of chaplain or counselor.

- (e) For any employer, labor organization, or employment agency to fail or refuse to hire a person with a disability if the employer, labor organization, or employment agency can show that the person's disability is reasonably related to their ability to adequately undertake the job-related responsibilities of the employment.
- (f) For an employer to apply different standards of compensation, or different terms, conditions, or privileges of employment, pursuant to a bona fide seniority or merit system, or a system which measures earnings by quantity or quality of production, or to employees who work in different locations, provided that such differences are not the result of an intention to discriminate because of status as protected persons.

50.09 Enforcement and Jurisdiction.

(1) *Complaints.*

- (a) Any person who claims to have been aggrieved or injured under this chapter may file a written complaint with the city clerk alleging a discriminatory practice or violation. The complaint shall be in writing and signed by the complainant. Such complaints shall be filed within 300 days after the alleged violation of this chapter.
- (b) The complaint shall contain the following information:
 - i. The complainant's name, address, and telephone number;
 - ii. The name and address of the person(s) or entity the complainant alleges discriminated against them or violated this code;
 - iii. The names, addresses, and telephone numbers of witnesses, if any;
 - iv. The date or dates of the alleged violation or discriminatory practice;
 - v. A statement describing in detail the alleged violation or discriminatory practice;
 - vi. A short description of any injury suffered;
 - vii. Any other facts the complainant believes are important; and
 - viii. The original signature of the complainant.

(2) *Review of Complaint.* The city clerk shall provide a copy of a timely-filed complaint to the city prosecutor for preliminary review for completeness and jurisdictional determination under subsection (4).

- (a) If the city prosecutor determines that the complaint does not satisfy the requirements of subsection (1), the city prosecutor shall return the complaint to the complainant without taking any action, and notify the complainant what information is missing from the complaint.

- (b) If the city prosecutor determines that the City does not have jurisdiction over the complaint, the city prosecutor shall notify the complainant in writing that the City does not have jurisdiction, and shall direct the complainant to the appropriate state or federal agency.
 - (c) Upon receipt of a verified complaint over which the City has jurisdiction, the city prosecutor shall initiate enforcement proceedings in municipal court.
 - i. The city attorney shall have the authority to issue subpoenas compelling the attendance of witnesses and production of documents for actions arising under this section. Such subpoenas shall be served according to §§ 885.03 and 885.04, Wis. Stats. Failure to comply with a subpoena issued under this section may result in contempt, as described in § 1.32(8), GBMC.
- (3) *Jurisdiction.* The city shall not exercise jurisdiction over any complaint that sets forth or states any facts or allegations that are within the subject matter jurisdiction of any state or federal equal rights agency, including, but not limited to, the U.S. Equal Employment Opportunity Commission (EEOC) or the Equal Rights Division of the Wisconsin Department of Workforce Development (ERD), regardless of whether the complainant has chosen to file with that agency.
- (a) The city prosecutor shall take no action on any complaint against the City of Green Bay or any public official, employee, agent, agency, authority, board, commission, or committee thereof. The city prosecutor shall refer the complaint to the ERD, EEOC, the U.S. Department of Housing and Urban Development (HUD), or any other state or federal agency that has jurisdiction over the complaint for appropriate action as provided by law. The complainant shall be informed of all such referrals.

50.10 Forfeiture. Any person violating any of the provisions of this section shall, upon conviction, be subject to a forfeiture of not more than one thousand dollars (\$1,000.00).

50.11 Equal Rights Commission.

- (1) *Members.* The Equal Rights Commission shall consist of nine (9) residents of the City, appointed from a diverse and representative cross-section of the community, inclusive of traditionally underrepresented groups, who shall be members only so long as they shall reside in the City. The membership of the Commission shall include one Alder.

(2) *Appointment.* Members of the Commission shall be appointed by the mayor, subject to confirmation by the council. The Alder shall be elected for a term of two (2) years, and all other members of the Commission shall be appointed for a term of three (3) years, except that three (3) members initially appointed shall be appointed for a term of two (2) years, and two (2) members initially appointed shall be appointed for a term of one (1) year. Each member shall hold office until a successor is appointed and confirmed. A vacancy occurring other than by expiration of the member's term shall be filled by appointment of the mayor and confirmation by the council for the unexpired portion of the term.

(3) *Officers.* A chair and vice chair shall be elected from the membership of the Commission at the first regular meeting of each calendar year by a majority of the members of the Commission.

(4) *Powers and Duties.*

(a) The Commission shall meet not less than four (4) times annually for monitoring the employment, contracting, and program activities of the City, and prepare and provide timely reports to the mayor and council on efforts to promote equal rights, equal opportunities, positive community relations, and to eliminate discrimination and inequities in City government and the City.

(b) *Reporting.*

i. *Departments.* The human resources department, with the cooperation of all departments, shall regularly provide the Commission with information of efforts and activities undertaken across City government to achieve the leadership objectives described in sections 50.01 and 50.02, Green Bay Municipal Code. This information shall from time to time identify programs and activities conducted by the City to promote equal rights and equal opportunity, as well as goals, challenges, and strategies for the future. The human resources department shall provide the Commission with information about activities and accomplishments with respect to diversity and equal employment opportunity in City employment. Upon request of the Commission, other City departments, agencies, and units shall report to the Commission orally, in writing, or both, at the pleasure of the Commission.

ii. *Mayor and Common Council.* The Commission shall provide a written communication to the mayor and the Common Council, not less than annually, summarizing the activities of the Commission and the progress of the City in meeting the leadership objectives specified in this chapter. This communication shall further include an examination of those conditions in the City at large which contribute to or detract from equal rights and an environment free from discrimination. The communication

shall provide recommendations for furthering the purposes and objectives provided in this chapter.

- (c) The Commission may, at its discretion, engage with employers, housing providers, community organizations, and other stakeholders to create positive working relationships focused on providing equal opportunities throughout the City and raising awareness of important equity issues.

50.12 Construction; Severability.

- (1) The provisions of this chapter shall be liberally construed in order to promote the purposes and provisions contained herein.
- (2) The provisions of this chapter are severable, and if any provision, sentence, clause, section, or part hereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this chapter or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this chapter would have been adopted if such illegal, invalid, unconstitutional, or inapplicable provision, sentence, clause, section, or part hereof had not been included herein, and if the person or circumstance to which the chapter or any part hereof is inapplicable had been specifically exempted herefrom.

SECTION 2. Section 1.67, Green Bay Municipal Code, is hereby created to read:

1.67 Equal Rights Commission. See § 50.11, Green Bay Municipal Code.

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 _____ of _____, 2020.

APPROVED:

Mayor

ATTEST:

Clerk

ljm

7/21/2020



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # N.5

To approve a request by Green Bay Sportservice, Inc. at 1265 Lombardi Ave. to temporarily extend their licensed premises on September 18, 2020 for a one-day special event, subject to complaint.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Green Bay Sportservice - Request to Amend License



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # N.6

To approve a "Class A" Liquor and Class "A" Beer license application for Convenience Store Operations LLC at 1300 S. Military Ave. with a licensed premises description as "gas station, convenience store, 1500 sq ft," with the approval of the proper authorities. (Currently license as Saneha Petroleum, Inc.)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Wisconsin_Alcohol_Server_Seller_Certificate
2. 1300smilitary
3. M283_20200720_095742
4. SIGNED LICENSE STIPULATION.BOURDELAISR.360



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # N.7

To approve a "Class A" Liquor and Class "A" Beer license for Neenah Mini Mart, LLC at 601 N. Military Ave. with a license description as "3780 sq ft, beer cooler, overstock in main fl, liq sold behind counter, office," with the approval of the proper authorities. (Currently licensed as Van Zeeland Oil Co., Inc. with a Class "A" Beer license).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 601nmilitary
2. SIGNED STIPULATIONS.LENTZA.464-601nmilitary



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # N.8

To approve an available "Class B" Combination license by Scott Reckelberg at 2056 Main St. with a licensed premises as "bar, backroom, walk-in cooler," with the approval of the proper authorities. (Previously licensed as V3, LLC during the 2019-2020 license year).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2056main
2. pictures-2056 Main
3. STIPULATION AGREEMENT.LANSBACHL.479-2056main



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # N.9

To hold a special meeting of the Protection and Policy Committee on October 8, 2020 to discuss a request by Ald. Galvin that the

City consider taking fluoride out of the treatment process for the city water

To recommend amendment of the item to read “a request by Ald. Galvin, filed on behalf of constituent Brenda Staudenmaier, that the City consider taking fluoride out of the treatment process for the City water.”

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # N.10

To hold for 60 days a request by Ald. Brunette to refund the re-inspection fees at 2468 West Point and for the city to appeal to the federal government to allow for the property owner's shed to remain, previously discussed at the April 27 Protection & Policy Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # N.11

To deny an appeal for Hoff Investment Properties, LLC at 1019 Velp Ave. regarding his re-inspection fees.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1019velp
2. sharpscans@greenbaywi.gov_20200716_134110
3. sharpscans@greenbaywi.gov_20200804_153725



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # N.12

To approve an appeal by Charise Webster regarding the denial of her operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. APPEAL LETTER
2. APPLICATION
3. Denial Memo - 08.10.20



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # N.13

To approve a joint request from Ald. Gerlach and Ald. Corpus-Dax for the City of Green Bay to sign-on to the Resolution passed by the Wisconsin Public Health Association declaring racism as a public health crisis in Wisconsin.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Racism-Declaration-Sign-on_06222020
2. Racism_PubHealth Crisis_Gerlach



Racism is a Public Health Crisis in Wisconsin

Background

Years of work led by grassroots groups, community-based organizations, government agencies, academic leaders, and many others have laid a strong foundation to address racial inequities in Wisconsin. In October 2017, the Mobilizing Action Toward Community Health (MATCH) Group, of the University of Wisconsin Population Health Institute, convened statewide partners at the inaugural Healthiest State Agenda Setting Meeting. The convening supported the collective identification of six statewide health equity priorities, one of which was to declare racism a public health emergency. In May 2018, the [Wisconsin Public Health Association \(WPHA\) passed a resolution](#) declaring that racism is a public health crisis in Wisconsin and committed to taking action. Building on this work, several partner organizations have worked together to transfer the WPHA resolution content to this Racism is a Public Health Crisis Sign-on. The goal is for organizations and individuals to [sign-on to the declaration](#) and commit to actions that are tailored to their specific contexts.

Visit the [Racism is a Public Health Crisis in Wisconsin page](#) for more information about this effort, to view the [current list of organizational signers](#), and to [sign-on](#).

Declaration

(See the [WPHA Resolution](#) for full declaration and citations.)

We agree that Racism is a Public Health Crisis and commit to take urgent action because:

- Race is a social construction with no biological basis.
- Racism is a social system with multiple dimensions: individual racism is internalized or interpersonal and systemic racism is institutional or structural, and is a system of structuring opportunity and assigning value based on the social interpretation of how one looks, that unfairly disadvantages some individuals and communities, unfairly advantages other individuals and communities, and saps the strength of the whole society through the waste of human resources.
- Racism causes persistent racial discrimination in housing, education, employment and criminal justice, and an emerging body of research demonstrates that racism is a social determinant of health.
- More than 100 studies have linked racism to worse health outcomes.
- In Wisconsin, the highest excess death rates exist for African Americans and Native Americans at every stage in the life course and our infant mortality rate for infants of non-Hispanic black women is the highest in the nation.
- The American Public Health Association (APHA) launched a National Campaign Against Racism.
- Healthiest Wisconsin 2020 states that, "Wisconsin must address persistent disparities in health outcomes and the social, economic, educational and environmental inequities that contribute to them."
- Public health's responsibilities to address racism include reshaping our discourse and agenda so that we all actively engage in racial justice work.
- While there is no epidemiological definition of "crisis," the health impact of racism clearly rises to the definition proposed by Galea: "The problem must affect large numbers of people, it must threaten health over the long-term, and it must require the adoption of large scale solutions."

Take Action

As an organization or coalition, in order to address racism as a public health crisis, we will:

- ☐ Publicly assert that racism is a public health crisis affecting our entire society. Conduct an assessment of internal policy and procedures to ensure racial equity is a core element of our work.
- ☐ Work to create an equity and justice oriented organization, with staff, and/or other stakeholders identifying specific activities to increase diversity and to incorporate anti-racism principles within leadership, staffing, and contracting.
- ☐ Incorporate educational efforts to address and dismantle racism, expand understanding of racism, and how racism affects individual and population health.
- ☐ Provide tools to engage actively and authentically with communities of color. Advocate for relevant policies that improve health in communities of color, and support local, state, and federal initiatives that advance social justice, while also encouraging individual advocacy to dismantle systematic racism.
- ☐ Work to build alliances and partnerships with other appropriate organizations that are confronting racism and encourage partners and/or stakeholders to recognize racism as a public health crisis.
- ☐ Allocate adequate financial and human resources to accomplish all selected activities.
- ☐ Other _____.

As an individual, in order to address racism as a public health crisis, I will:

- ☐ Engage in ongoing individual self-assessment, reflection, and acknowledgement regarding the role I play and the role I can play.
- ☐ Share this information with my friends and colleagues.
- ☐ Examine my networks and identify with whom I can work to create change with direct actions.
- ☐ Seek out additional training to build an individual growth and learning plan.
- ☐ Take the declaration to my organization.
- ☐ Commit to self-work and self-care.
- ☐ Other _____.

Questions about this effort? Please contact healthieststatewi@wisc.edu.



**Mobilizing Action Toward
Community Health (MATCH)**
University of Wisconsin Population Health Institute
SCHOOL OF MEDICINE AND PUBLIC HEALTH

June 22, 2020

Statement from Alder Lynn Gerlach, District 3

In response to the request by the Wisconsin Public Health Association (WPHA) as part of the Wisconsin Healthiest State Initiative, I enthusiastically support the declaration that racism is a public health crisis in Wisconsin. As we seek to fill our new position of Diversity and Inclusion Coordinator, this is the right time for us to join the 80+ other Wisconsin organizations that have signed on to this declaration.

Being White in Wisconsin can blind one to the public health crisis that our non-white citizens face, but the data do not lie. The 2018 Aurora Healthcare Report revealed that:

- A Black woman in Brown County is 21% less likely than a White woman to receive healthcare in the first trimester of her pregnancy.
- Black residents of Brown County are twice as likely to suffer a premature death than are White residents.
- In Brown County, White citizens live, on average, 16 years longer than Black citizens and 18 years longer than Hispanic citizens.
- An African-American baby born in Wisconsin is less likely to be born at a healthy weight and less likely to live to age one than an African-American baby born *in any other state* in the union. That is Wisconsin, and that is a disgrace!

My work in community health taught me that the *social* determinants of health (poverty, homelessness, incarceration and others) are critical in predicting health and wellness. 2018 Green Bay and Brown County census data show that:

- 11% of White citizens live in poverty, but:
 - 72% of Pacific Islanders in Green Bay live in poverty
 - 46% of Green Bay's Black population lives in poverty
 - 33% of our Native population lives in poverty
 - 23% of our Hispanic neighbors live in poverty
- While Black citizens make up only 2.5% of our population, they represent 27% of our homeless population.
- A Black citizen in Brown County is 10 times more likely to be incarcerated than is a White citizen
- A Native American is more than 5 times more likely to be incarcerated than is a White citizen.

I have read the document the City is being asked to sign, and I am confident the action items it lays out are incorporated in the job description of the Coordinator of Diversity and Inclusion. Signing this document in August will enable us to join our voices with those of several other local entities now joining this effort.



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

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # N.14

To receive and place on file The Liquor Violation Report for August 10, 2020.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 20LiqVio
2. Report August 10 2020

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

August 18, 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

Adams Jr, Gary M	Crowley, Nadine K	Gatien, Jackie A
Alsteen, Nicholas J	De Grave Tourtillott, Joy L	Gee, Lisa A
Baptiste, Paul	De Grave, Paul Sr C	Getz, Carl M
Bargman, Leah A	De Greef, Jeffrey J	Goodletson, Courtney A
Becker, Kendra L	De Sotel, Stacy L	Guillette, Kyle J
Bero, Misty M	DeLair, Tara E	Hamby, Zachary B
Berry, Tracy A.	Delorit, Savanah R	Hamilton, Abigail J
Binsfeld, Crystal L	Demeny, Rose M	Hansen, Michelle L
Bogati, Min B	Depaz, Courtney L	Harris, Wanique D
Boots, Kelly L	Donkonics, Peter C	Heil, Gail M
Braun, Hannah M	Doucette, Cynthia L	Hendricks, Connie J
Brickham, John P	Doxtater, Ruth E	Hermans, Kailyn M
Brock, Stephanie J	Doxtator, Susanna L	Hetzel, Michael B
Brooks, Lisa L	Duesing, Rhonda L	Higgins, Tyler R
Brown, Samantha J	Dufek, Jason M	Hoffmann, Richard D
Bruss, Samuel S	Edlbeck, Michael G	Horne, Tracy L
Bunchek, Isabella C	Eidt, Emil V	Jandrin, Nicole E
Calhoun, Andrew J	Enfroy, Talya K	Johnson, Breanna C
Carey, Jewel A	Engels, Travis M	Johnson, Thomas M
Casey, Tracee L	Erdman, Kelly J	Joppe, Daniel A
Casperson, Taylor C	Esquivel, Darlene R	Joyce, Marissa R
Castelic, Susan M	Fernandez, Stacy A	Joyce, Michael R
Chevalier, Gina K	Fillipelli, Shawn V	Juidici, Hailey L
Cleary, Ami L	Fjeldos, Ali L	Junion, Kelsey A
Cochran, Marcus J	Freeman, Renita C	Kahl, Allan A
Colby, Mary R	Frisque, Cathleen M.	Kazaluckas, Bobbie J
Colwell, Tracy L	Fritsch, Tracy L	Komis, Taylor J
Comyne, Jordan M	Froelich, Trinity A	Krause, Amy L
Coopman, Gerald J	Frostman, Anne L	Laes, Kelli M
Costello, Allyson M	Gaertig, Ami J	LaPointe, Amy J
Crowley, Joelle K	Garthwaite, Holli E	Laster, Luther L

Layden, Matthew J
Leder, Paul M
Legois, Lisa A
Lemerond, Rachelle L
Lemerond-Bunker, Erin M
Liedeka, Kristin M
Luedeman, Brooks J
Madsen, Gregory J
Mathews, Brent M
Matthews, Marilyn M
Mattson, Bradley P
McClure, Melissa A
McConaghy, Michael E
McDonald, Brianna L
McVey, Donna A
Meyer, Jeannine T
Michaels Schmitt, Amber M
Michiels, Nicholas J
Micolich, Betty J
Mikula, Amanda L
Miller, Robyn A
Mommaerts, Nicole L
Monte, Margaret M
Moreno Sanches, Aurora M
Morris, Nora J
Mostek, Robert J
Mueller, Erin M
Mulvey, Alexander R
Mumbrue, Troy N
Myers, Jacinda S
Nehls, Todd M
Nelson, Tina A
Neuman, Danielle L
Nichols, Natalie R
Nuss, Darwin L
Oberjat, Ginger M
Olson, Annika M
Oyster, Garrett R
Parma, Monica R

Pendleton, Barbara A
Perkl, Nikita M
Pesmark, Mathew R
Peters, Patricia L
Phillips, Bryant J
Plog, Krysta M
Poellinger, David D
Poley, Nicole M
Prahl, Dave A
Pranke, Tiffeny J
Prechter, Candice A
Prevost, Laura J
Prichard, Gaven L
Radloff, Jennifer L
Rass, Aimee J
Rathbun, Phillip A
Rausch, Douglas J
Renier, Joette M
Reynolds, Makenna E
Rieck, Scott A
Rodriguez Ponce, Ruben
Rodriguez, Daniel
Rosenthal, Steven R
Rowell, Jennifer J
Rozmiarek, Ashley M
Ruby, Sharon K
Rutledge, Amanda J
Sanders, Brook A
Schiebel, Bryan C
Schoen, Stacey A
Schrenk, Melinda
Schultz, Rena A
Schultz, Steven M
Sclesky, Kristopher J
Scofield, Justin P
Secker, Suzanne V
Seefeld, Branden L
Seiler, Kylene P
Sell, Andrea C

Servais, Kayla L
Shabert, Milena R
Shandor, Kathy G
Siebert, Steven J
Skaleski, Jessica R
Smith, Abigail M
Smith, Melody JR
Smits, Jessica M
Smits, William L
Spilker, Rebecca A
Steeber, Nicole J
Stock, Emily A.
Stordock, Jordan J
Streicher, Ryan S
SzczepanskiZurko,Andr
Szczepanski Zurko, Ch
Terrell, Melissa S
Thomas, Benjamin J
Thorstenson, Donna M.
Titel, Robert E
Tomlin, Aurora M
Torres, Michael M
Trafford-Braun, Mauree
Twinn, Fawn L
Umentum, Kevin L
Van Calster, Sandy L
Van Enkenvoort, Felix A
Van Erem, Steven P.
Van Lanen, Kiley L
Van Rens, Jeffrey J
Van Scoyk, Kelsey K
Van Sickle, Andrew A
Vandermoss, Daniel D
Vandervest, Daniel J
Vandervest, Desiree L
Vanderveelde, Rose L
VanGruensven, Nichola
VanLieshout, Sharon M
Verkuilen, Maykayla L

Verstoppen, Paul J
Vogel, Jadzia M
Walsh, Brandon J
Walters, Megan E
Walters, Michael A
Warner, Theresa A
Wautier, Lynn D
Welty, Bobbi Jo
Weso II, Monroe T
Weso, Monroe T
Wesoloski, Teresa L
Whitehouse, Mary Gail
Wickman, David M
Williams, Michaela L
Willson, Shelena J
Woosencraft, Mark R
Zeutzius, Amy J
Zierer, Troy M
Zimmerman, Julia A



Report to the Green Bay Plan Commission

MEETING DATE

August 18, 2020

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # P.1

To amend the Legends District PUD (ZO 12-11), subject to the draft Planned Unit Development (PUD).
(Public hearing held 08/10/20)

BACKGROUND

Reason for Request: To allow for the expansion of the Legends District PUD to include parcel 1-1841-B-2, The Bar, and a proposed addition at that location.

Aldersperson/District: Ald. Brian Johnson / 9

Surrounding Zoning and Land Uses:

PUD, commercial and vacant

Village of Ashwaubenon

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Commercial. Further, the Legends District Master Plan also recommends Commercial Uses.

Analysis: This Planned Unit Development (PUD) was established in 2011 and has been amended twice (2014 & 2019). The 2019 Amendment added in six additional parcels, as well as adding compliance with the Legends District Master Plan. Exhibit C was adopted at this time, adding Design Standards to the PUD. The PUD has underlying C1 zoning.

The applicant had originally submitted for a rezoning, from GI, General Industry, to a Commercial zoning district. As this parcel is in the Legends District Master Plan area, it was recommended that the PUD be expanded to include this parcel, as the base zoning is C1. The applicant is proposing a building addition, along with other green space site improvements. This project is in compliance with the Legends District PUD concerning material types, setbacks, form and accessibility.

Ald. Brian Johnson and surrounding property owners within 200 ft. have been notified of the request. As of the drafting of this report, staff has received no objections to this request.

RECOMMENDATION

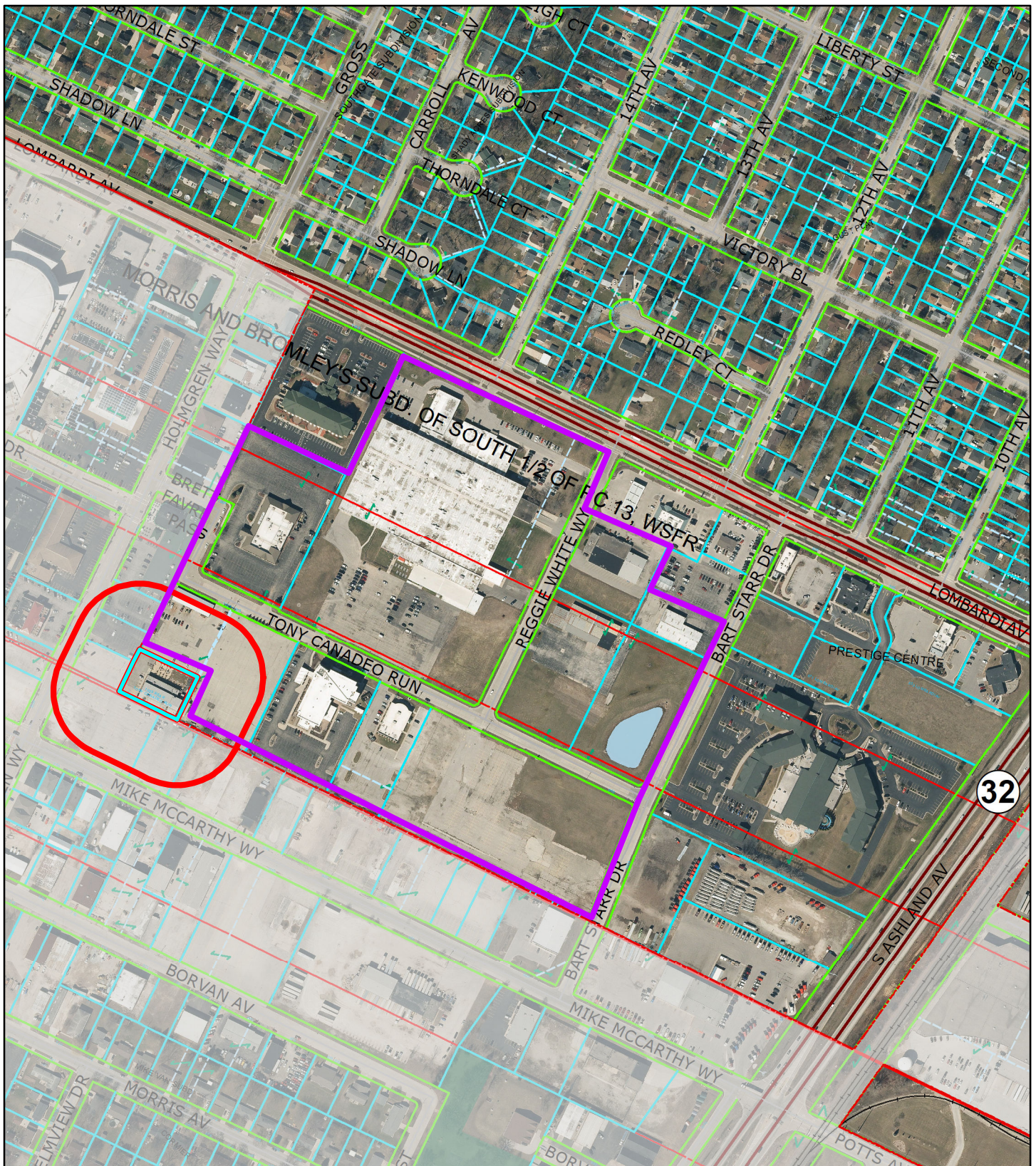
Staff is recommending approval of the request, subject to the draft Planned Unit Development (PUD).

FISCAL IMPACT

ATTACHMENTS

1. ZP 20-20 Map
2. ZP 20-20 Site Plan

3. ZP 20-20 Building Plans
4. ZP 20-20 Rendering
5. DRAFT ZO 10-20 - Amend PUD at 2001 Holmgren Way, Legends District
6. Exhibit A Conceptual Site Plan
7. Exhibit B Sign Design Concept
8. Exhibit C Chapter 4, Legends District Design Standards

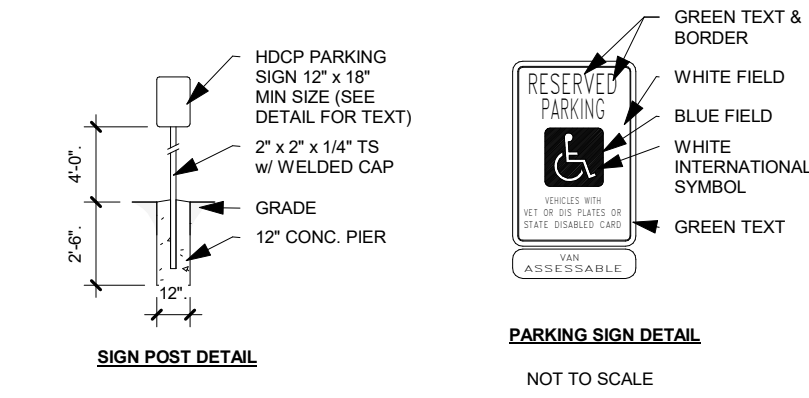


ZP 20-20 PUD Amendment **2001 Holmgren Way, Legends District**



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 29 Jul 2020 X:\Planning\Basemaps\template_8.5x11.mxd

- Subject Parcel
- 200' Notification Area
- Existing Legends PUD Boundary

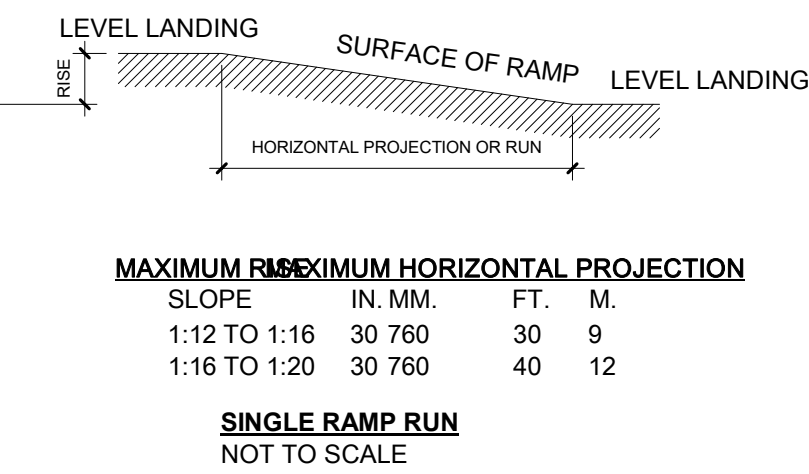
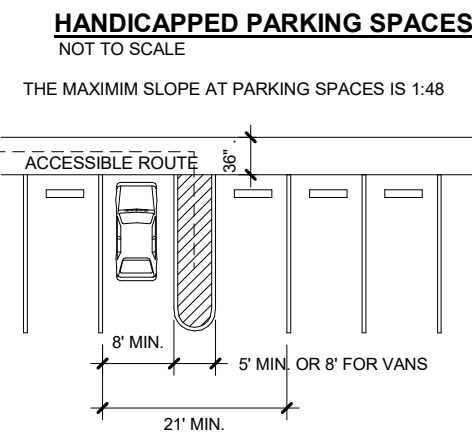


4.7.11 ISLANDS - ANY ISLANDS IN CROSSING SHALL BE CUT THROUGHT LEVEL WITH THE STREET OR HAVE CURB RAMPS AT BOTH SIDES AND A LEVEL AREA AT LEAST 48 IN. LONG BETWEEN THE CURB RAMPS IN THE PART OF THE ISLAND INTERSECTED BY THE CROSSINGS.

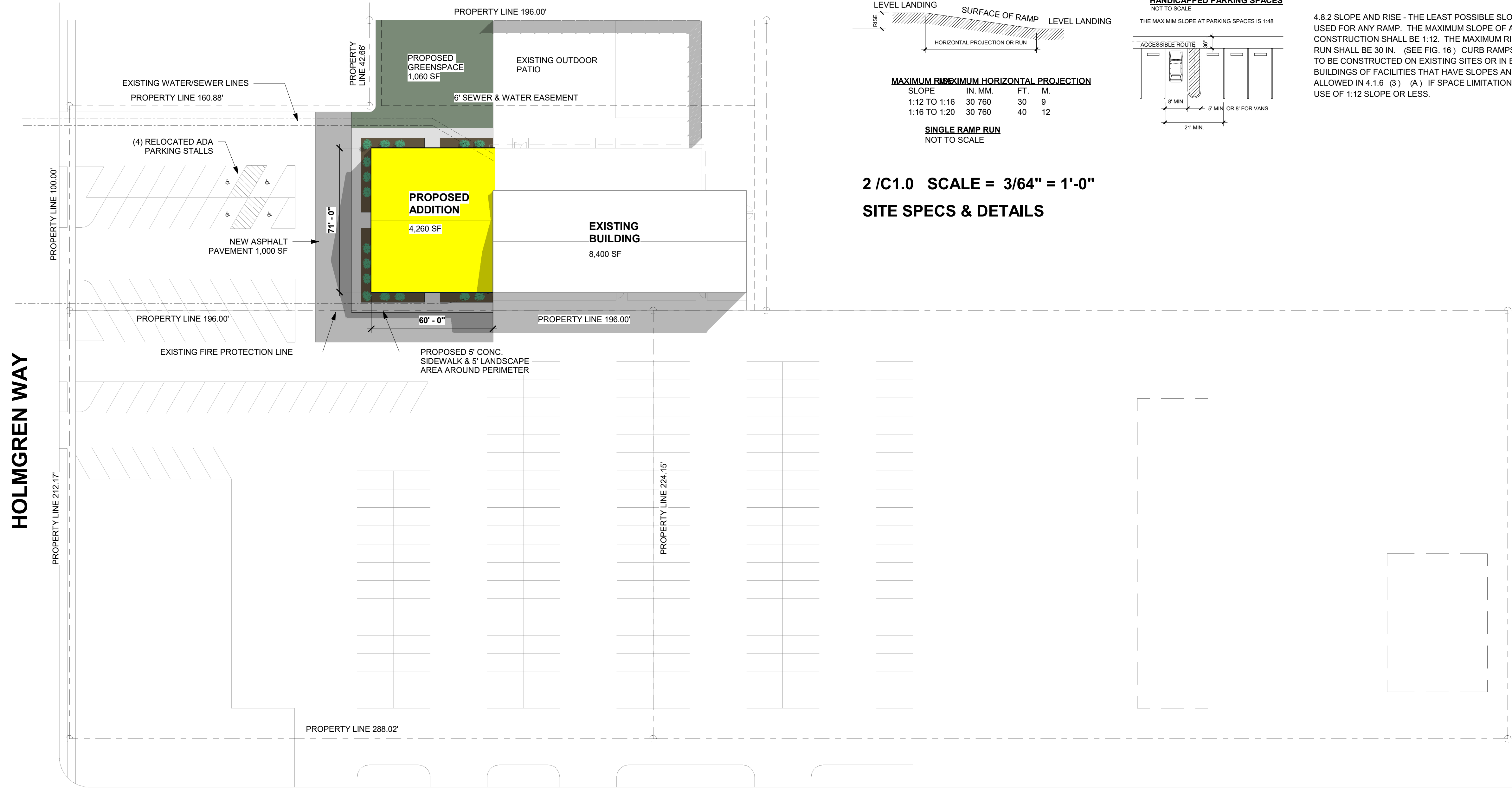
4.8 RAMPS

4.8.1 GENERAL - ANY PART OF AN ACCESSIBLE ROUTE WITH A SLOPE GREATER THAN 1:20 SHALL BE CONSIDERED A RAMP AND COMPLY WITH 4.8.

4.8.2 SLOPE AND RISE - THE LEAST POSSIBLE SLOPE SHALL BE USED FOR ANY RAMP. THE MAXIMUM SLOPE OF A RAMP IN NEW CONSTRUCTION SHALL BE 1:12. THE MAXIMUM RISE FOR ANY RUN SHALL BE 30 IN. (SEE FIG. 16) CURB RAMPS AND RAMPS TO BE CONSTRUCTED ON EXISTING SITES OR IN EXISTING BUILDINGS OF FACILITIES THAT HAVE SLOPES AND RISES AS ALLOWED IN 4.1.6 (3) (A) IF SPACE LIMITATIONS PROHIBIT THE USE OF 1:12 SLOPE OR LESS.



2 / C1.0 SCALE = 3/64" = 1'-0"
SITE SPECS & DETAILS



1 / C1.0 SCALE = 1" = 30'-0"
SITE PLAN

PROPOSED BUILDING FOR:

20-1460

CITY, WISCONSIN; COUNTY OF:

SCALE VERIFICATION

THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY

NOTICE OF COPYRIGHT
THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO
COPYRIGHT PROTECTION AS AN "ARCHITECTURAL WORK" UNDER
SEC. 102 OF THE COPYRIGHT ACT, 17 U.S.C. AS AMENDED
DECEMBER 1990 AND KNOWN AS ARCHITECTURAL WORKS
COPYRIGHT PROTECTION ACT OF 1990. THE PROTECTION
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AS THE ARRANGEMENT AND COMPOSITION OF SPACES AND
ELEMENTS OF THE DESIGN. UNDER SUCH PROTECTION
UNAUTHORIZED USE OF THESE PLANS, WORK OR BUILDING
REPRESENTED, CAN LEGALLY RESULT IN THE CESSATION OF
CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY
COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 20-1460

PROJECT EXECUTIVE: JAKE MANCOSKE
(920) 366-8828

DRAWN BY: DBV

DATE: 06/25/2020

REVISIONS:

ISSUED FOR: CHECKED BY: DATE:

- ☒ PRELIMINARY
☐ BID SET
☐ DESIGN REVIEW
☐ CHECKSET
☐ CONSTRUCTION

SITE PLAN

C1.0



BAYLAND BUILDINGS

P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
www.baylandbuildings.com

DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING FOR:

20-1460

CITY, WISCONSIN; COUNTY OF:

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COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 20-1460

PROJECT EXECUTIVE: JAKE MANCOSKE
(920) 366-8828

DRAWN BY: DBV

DATE: 07/16/2020

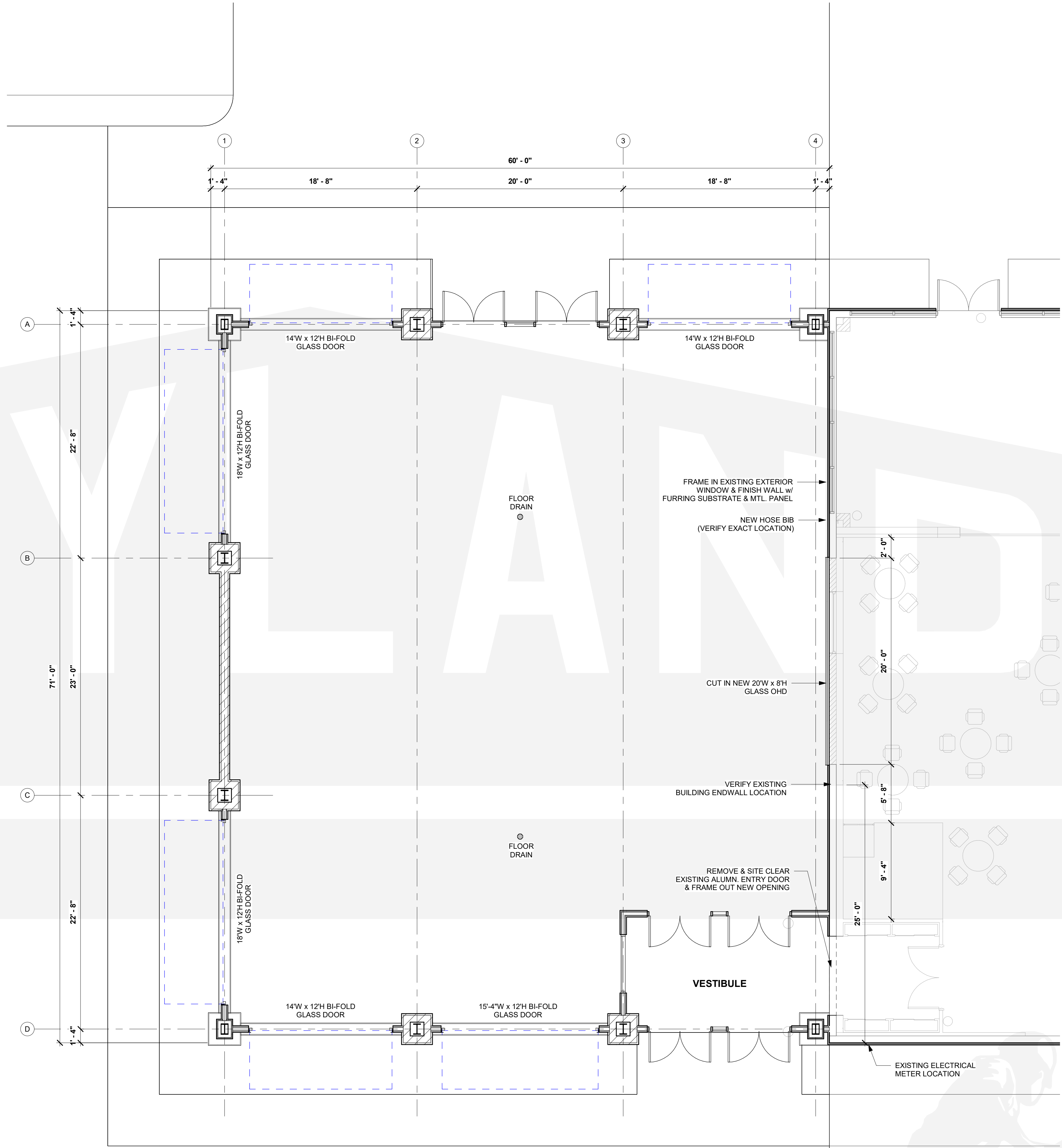
REVISIONS:

ISSUED FOR: CHECKED DATE:
BY:

- ☐ PRELIMINARY
☒ BID SET
☐ DESIGN REVIEW
☐ CHECKSET
☐ CONSTRUCTION

OVERALL FLOOR PLAN

A1.0



1/A1.0 SCALE = 3/16" = 1'-0"
PROPOSED FLOOR PLAN

PROPOSED BUILDING FOR:

20-1460

CITY, WISCONSIN; COUNTY OF:

SCALE VERIFICATION

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ADJUST SCALE ACCORDINGLY.

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CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY
COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 20-1460

PROJECT EXECUTIVE: JAKE MANCOSKE
(920) 366-8828

DRAWN BY: DBV

DATE: 07/16/2020

REVISIONS:

ISSUED FOR: CHECKED DATE:
BY:

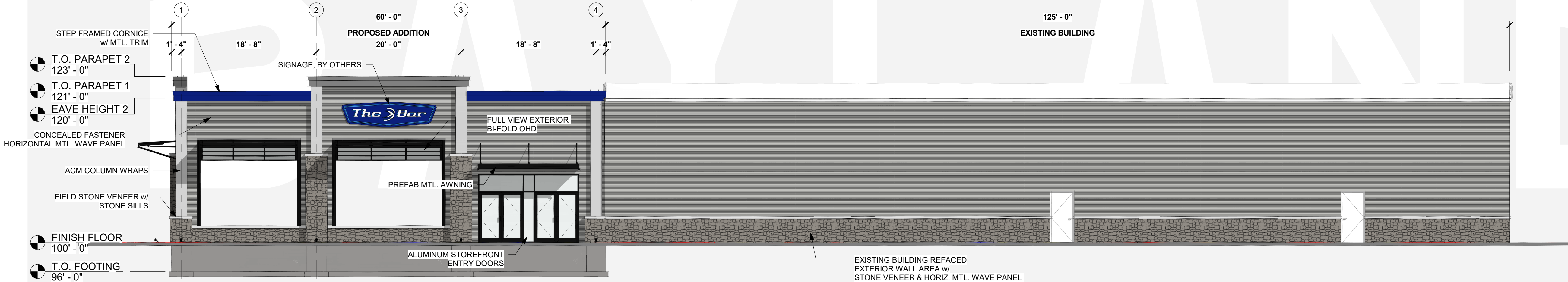
- ☐ PRELIMINARY
☒ BID SET
☐ DESIGN REVIEW
☐ CHECKSET
☐ CONSTRUCTION

EXTERIOR ELEVATIONS

A2.0



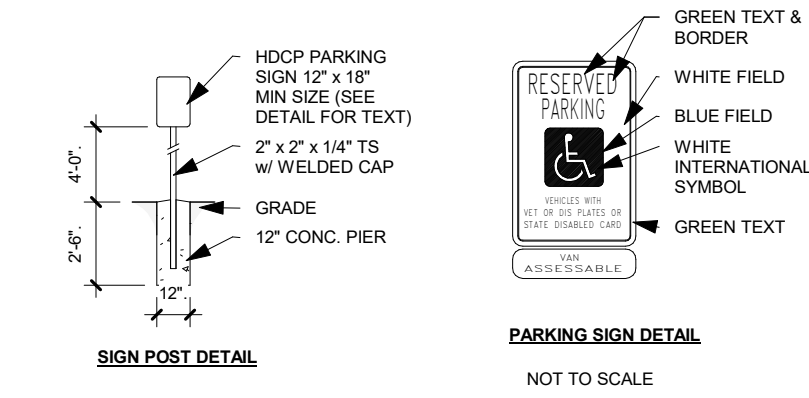
1 /A2.0 SCALE = 3/16" = 1'-0"
WEST ELEVATION



2 /A2.0 SCALE = 1/8" = 1'-0"
SOUTH ELEVATION



3 /A2.0 SCALE = 1/8" = 1'-0"
NORTH ELEVATION



4.7.11 ISLANDS - ANY ISLANDS IN CROSSING SHALL BE CUT THROUGHT LEVEL WITH THE STREET OR HAVE CURB RAMPS AT BOTH SIDES AND A LEVEL AREA AT LEAST 48 IN. LONG BETWEEN THE CURB RAMPS IN THE PART OF THE ISLAND INTERSECTED BY THE CROSSINGS.

4.8 RAMPS

4.8.1 GENERAL - ANY PART OF AN ACCESSIBLE ROUTE WITH A SLOPE GREATER THAN 1:20 SHALL BE CONSIDERED A RAMP AND COMPLY WITH 4.8.

4.8.2 SLOPE AND RISE - THE LEAST POSSIBLE SLOPE SHALL BE USED FOR ANY RAMP. THE MAXIMUM SLOPE OF A RAMP IN NEW CONSTRUCTION SHALL BE 1:12. THE MAXIMUM RISE FOR ANY RUN SHALL BE 30 IN. (SEE FIG. 16.) CURB RAMPS AND RAMPS TO BE CONSTRUCTED ON EXISTING SITES OR IN EXISTING BUILDINGS OF FACILITIES THAT HAVE SLOPES AND RISES AS ALLOWED IN 4.1.6 (3) (A) IF SPACE LIMITATIONS PROHIBIT THE USE OF 1:12 SLOPE OR LESS.

2 / C1.0 SCALE = 3/64" = 1'-0"
SITE SPECS & DETAILS

HOLMGREN WAY

MIKE MCCARTHY WAY



1 / C1.0 SCALE = 1" = 30'-0"
SITE PLAN

PROPOSED BUILDING FOR:

20-1460

CITY, WISCONSIN; COUNTY OF:

SCALE VERIFICATION
THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY.

NOTICE OF COPYRIGHT
THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION AS AN "ARCHITECTURAL WORK" UNDER SEC. 102 OF THE COPYRIGHT ACT, 17 U.S.C. AS AMENDED DECEMBER 1990 AND KNOWN AS ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT OF 1990. THE PROTECTION INCLUDES BUT IS NOT LIMITED TO THE OVERALL FORM AS WELL AS THE ARRANGEMENT AND COMPOSITION OF SPACES AND ELEMENTS OF THE DESIGN. UNDER SUCH PROTECTION UNAUTHORIZED USE OF THESE PLANS, WORK OR BUILDING REPRESENTED, CAN LEGALLY RESULT IN THE CESSATION OF CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 20-1460

PROJECT EXECUTIVE: JAKE MANCOSKE
(920) 366-8828

DRAWN BY: DBV

DATE: 07/16/2020

REVISIONS:

ISSUED FOR: CHECKED BY: DATE:

- ☐ PRELIMINARY
☒ BID SET
☐ DESIGN REVIEW
☐ CHECKSET
☐ CONSTRUCTION

SITE PLAN

C1.0



ZONING ORDINANCE NO. 10-20

AN ORDINANCE AMENDING
PLANNED UNIT DEVELOPMENT ZO 12-11 ZONING
CERTAIN LANDS LOCATED IN THE 900 AND 1000 BLOCKS OF
LOMBARDI AVENUE AND TONY CANADEO RUN
(ZP 20-20)

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

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

Parcel No. 1-1841-C: PART OF LOT 9 MORRIS & BROMLEYS SUBD OF S1/2 PC 13 WSFR & PART OF PC 14 & 15 WSFR AS DESC IN 673 R 126 EX 669 R 91 & EX J1546-30 & EX J15079-24

Parcel No. 1-1841-C-2: LOT 2 OF 37 CSM 99 BNG PART OF LOT 9 MORRIS & BROMLEY'S SUBD OF S1/2 OF PC 13 WSFR & BNG PART OF PC 14 & 15 WSFR

Parcel No. 1-1841-K: LOT 1 OF 50 CSM 323 BNG PRT OF PC 15 WSFR

Parcel No. 1-1841-J-2: LOT 1 OF 52 CSM 161 BNG PRT OF PC 15 WSFR & PRT OF LOT 2 OF SD CSM DESC IN 2305190

Parcel No. 1-1841-B-1: LOT 1 OF 31 CSM 129 BNG PRT OF PC 15 WSFR & PART OF 11 CSM 357 & PART OF PC 15 WSFR AS DESC IN J27435-01

Parcel No. 1-1841-J: LOT 2 OF 52 CSM 161 BNG PRT OF PC 15 WSFR EX 2305190

Parcel No. 1-1841-F: THAT PRT OF LOT 8 OF MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR & THAT PRT OF PC 14 & 15 WSFR DESC IN 682 R 512 EX J1396-25

Parcel No. 1-1841-M: THAT PRT OF LOT 8 OF MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR & THAT PRT OF PC 14 & 15 WSRF DESC IN 810 R 514 EX J1396-26

Parcel No. 1-1841-E-3: THAT PRT OF LOT 8 MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR AS DESC IN 871 R 119

Parcel No. 1-1841-D: LOT 2 OF 3 CSM 103 EX N 180 FT DESC IN 743 R 288
BNG PRT LOT 8 MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR

Parcel No. 1-1841-B-2: 28,040 SQ FT LOT 2 OF 31 CSM 129 BNG PRT OF PC
15 WSFR EX PRT LYG WITHIN THE VILLAGE OF ASHWAUBENON

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

- A. PURPOSES AND INTENT. The purpose and intent of this Planned Unit Development (PUD) are established as follows.
1. Interim Measure. This PUD is designed as an interim measure in order to be responsive to the businesses that are currently present and the current economic climate that is creating challenges for these businesses. In particular, certain businesses are not visible from the arterial street, and the full development of the area that would draw additional customer traffic has not yet materialized. More sustainable solutions beyond the limited scope of this PUD should continue to be pursued by the businesses and property owners in and around the subject area.
 2. Future Planning Necessary. The future development and enhancement of the Lombardi Avenue corridor should be planned in a collaborative manner, including the establishment of a brand and identity highlighting the unique offerings of this business district. The formation of a business association or even a formal Business Improvement District is strongly recommended. This PUD should then be built upon, updated, and expanded to reflect and implement the results of future planning efforts and stakeholder participation.
 3. Existing Uses Conforming. The intent of this PUD is two-fold with regard to land uses. First, it establishes commercial uses as the desired form of new development and redevelopment. Such commercial uses should be generally consistent and compatible with the uses permissible in neighboring PUDs of a similar nature and in keeping with the Legends District Master Plan. Second, it recognizes, and establishes as conforming, the existing industrial land uses on the subject property. Until such time that market conditions allow for redevelopment to commercial use, the existing industrial uses are suited to their particular locations and shall be allowed to continue and to be modified subject to the limitations of this ordinance, the applicable requirements of the Green Bay Municipal Code, and other applicable regulations.

B. PERMITTED USES. The land uses which may be established and/or maintained on the subject property are as follows:

1. Banks or other financial institutions.
2. General offices.
3. Cultural institutions.
4. General retail, personal services, and business services. Outdoor displays of merchandise are permitted subject to:
 - a. Display is not motor vehicles. (Vehicle sales uses are not permitted.)
 - b. Display is accessory to the principal use.
 - c. Display is within 10 feet of the main structure.
 - d. Display is not located in a required yard or parking area.
 - e. Display is not advertising.
 - f. Display does not involve storage of items not sold on site.
 - g. Display is maintained in a neat and orderly manner.
 - h. Display only allowed during regular business hours.
5. Restaurants and taverns or bars, including outdoor dining areas and indoor play areas. (Note that Zoning Petition 06-08 granted a conditional use to permit to allow for a restaurant or bar with entertainment including outdoor, live, or amplified music on Parcel No. 1-1841-J-2, Champion's Sports Bar and Grill. That conditional-use permit continues to be in effect.)
6. Theaters.
7. Indoor recreation facilities.
8. Accessory buildings and uses customarily incidental to any of the uses when located on the same premises.
9. Other suitable uses are detailed in the Legends District Master Plan.

C. CONDITIONAL USES.

1. Outdoor commercial recreation areas
2. Hotels. (Note that Zoning Petition 06-08 granted a conditional use permit for a hotel on Parcel No. 1-1841-K, Cambria Suites. That conditional-use permit continues to be in effect.)
3. Drive-through facilities, except that a drive through facility shall not be permitted to face the street frontage under any circumstances.

D. USES OF PARCEL NO. 1-1841-C. Part of the intent of this PUD is to allow the ongoing maintenance of the existing uses of Parcel No. 1-1841-C (Hudson-Sharp, Saranac) and to also allow for the modification, alteration, or expansion of those uses without amending this ordinance. In addition to the potential land uses allowed under Sections 2.B and 2.C above, the existing uses of Parcel No. 1-1841-C may be maintained, modified, altered, or expanded in conformance with the underlying zoning district.

- E. PROHIBITED USES. Any and all other uses of the subject property, other than the uses permitted pursuant to the provisions of Section 2 or appurtenant thereto which are or may otherwise be permitted under the applicable provisions of the Zoning Ordinance, Chapter 13, Green Bay Municipal Code, as now or hereafter amended, are hereby expressly prohibited and shall not be established and/or maintained without specific amendment to this ordinance made as required by law.
- F. Dimensional and Area Requirements. Dimensional and area requirements for principal and accessory structures on the subject property shall be as required in the C1 – General Commercial District as set forth in Section 13-800, Green Bay Municipal Code. These requirements shall also meet the standards provided in Chapter 4 of the Legends District Master Plan (Exhibit C).
1. Parcel No. 1-1841-K. The maximum allowable building height on Parcel No. 1-1841-K (Cambria Suites) shall be 70 feet. (Zoning Petition 06-08)
- G. OFF-PREMISE DIRECTIONAL SIGNAGE. In order to promote visibility for the existing businesses located on Tony Canadeo Run while the area is not yet fully developed, one off-premise directional sign shall be permitted for a one-year period in the location shown on Exhibit A. Such signage shall be limited and controlled in order to prevent a proliferation of off-premise directional signage and shall meet the following requirements:
1. The materials, color, appurtenant landscaping, and overall design shall be generally consistent with that shown in Exhibit B and shall also comply with the following requirements:
 - a. The sign shall not mimic public directional signage design.
 - b. The sign design concept shall include complementary landscaping.
 - c. The sign base shall utilize vinyl, painted or coated metal, masonry, or stone to conceal any wooden posts and to increase durability.
 2. The maximum area of the sign face shall be eight (8) square feet per side for a total of 16 square feet.
 3. Sign height shall not exceed six (6) feet.
 4. If lighted, the sign shall utilize external illumination.
 5. The sign shall be located on private property (outside of the right-of-way) and outside of any required vision corner.
 6. The sign may be located inside the front or side yard setback areas but shall be located so as to not obstruct traffic views of vehicles or pedestrians or in any way create a safety hazard.
 7. A written agreement between the owner(s) of Parcel No. 1-1841-C and those businesses identified on the sign shall be submitted with the sign permit application and maintained as long as the sign is present. An easement is the preferred form of agreement.

8. If the timeframe of this PUD is not extended as described under Section 2.I, then the sign shall be removed at the time that the PUD expires, is rescinded, or is otherwise modified to affect the allowance for off-premise directional signage.
9. Signs shall also meet the general intent of the Legends District Master Plan, as well as Chapter 4 (Exhibit C).

H. OTHER ZONING REQUIREMENTS. Where regulations are not specified by this ordinance, including Exhibit C, the applicable requirements of the Zoning Ordinance and Green Bay Municipal Code shall govern. Where zoning requirements are specific to a particular district, the regulations of the C1 – General Commercial District shall govern.

I. REVIEW AFTER ONE YEAR. After a period of approximately one year from the effective date of this PUD, the Plan Commission and City Council shall review the results and effectiveness of this PUD. To be included in this review are progress by the area businesses toward coordinating a planning or branding effort for the Lombardi Avenue corridor, and the results of allowing for the off-premise directional signage. Based on findings, the Plan Commission and City Council may at that time act to extend, remove, or otherwise modify this PUD ordinance, rescind this PUD ordinance, or require further study.

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

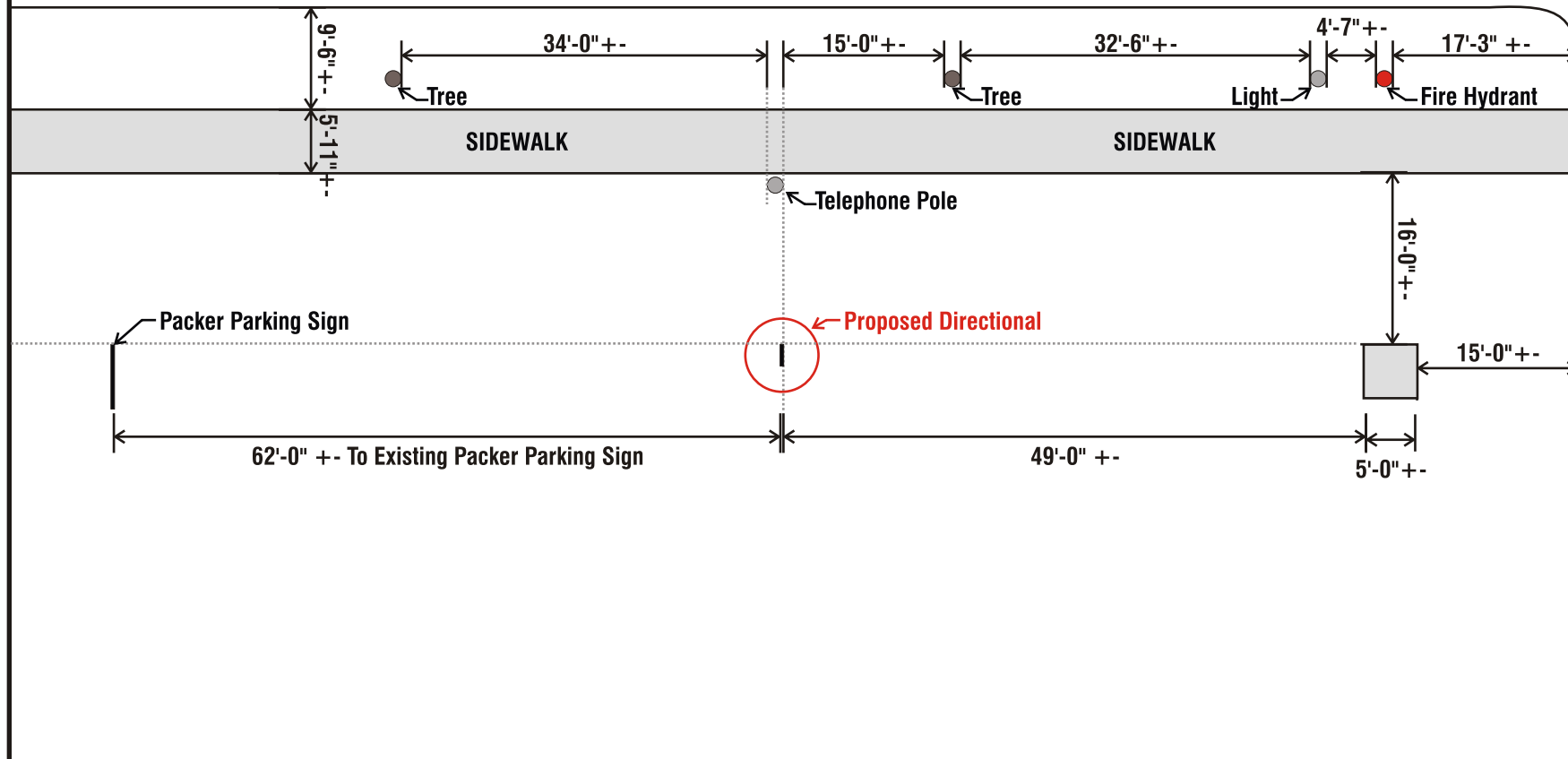
ATTEST:

Clerk

sjh

Attachments: Exhibit A – Conceptual Site Plan
Exhibit B – Sign Design Concept
Exhibit C – Chapter 4, Design Standards, Legends District Master Plan
Location Map

LOMBARDI AVE





CHAPTER FOUR

DISTRICT DESIGN STANDARDS

CHAPTER 4: DISTRICT DESIGN STANDARDS

Design Guidelines Contents

- 4.1 Why utilize Urban Design Guidelines for the Legends District?
- 4.2 When do you use the Legends District Design Standards?
- 4.3 Who uses the Legends District Design Standards?
- 4.4 How do you use the Legends District Design Standards?
- 4.5 District Map and Area Description
- 4.6 Vision Statements, Guiding Objectives, and Design Principles
- 4.7 Design Approval Process
- 4.8 Glossary
- 4.9 Design Standards
 - 4.9.1 Sidewalks, Streetscapes, and Intersections
 - 4.9.2 Site Design, Building Orientation, and Architectural Character
 - 4.9.3 Building Massing, Scale, and Transitions
 - 4.9.4 Landscaping, Screening, and On-Site Features
 - 4.9.5 Public Open Space
 - 4.9.6 Parking, Service Areas, Stormwater
 - 4.9.7 Business Wayfinding and Gateway Signage

This chapter contains a table of contents, directions, and design standards that can be directly incorporated into a future zoning overlay district ordinance.

4.1 Why utilize Urban Design Guidelines for the Legends District?

The Legends District Master Plan details the need for urban design standards necessary to complete the redevelopment of the Legends District study area. The purpose of the pedestrian scale design guidelines is to ensure quality and compatible design throughout the District. Therefore, these design standards guide and define the compatibility of existing properties in the area and the relationship to future potential uses. The design standards are necessary to provide a development that acts as an entrance to the entertainment and commercial uses located off Lombardi Avenue and Ashland Avenue in the City of Green Bay and Holmgren Way and Mike McCarthy Way in the Village of Ashwaubenon. The mixed-use District standards will also act as a buffer between Green Bay neighborhoods and the adjacent commercial and industrial uses that surround the site.

The use of goals and standards included within this guide supports the Master Plan and the 2022 Comprehensive Plan.

4.2 When do you use the Legends District Design Standards?

The design standards illustrated in this guideline shall be used for new construction, additions, renovations, and adaptive reuse of any existing sites located within the District boundary.

4.3 Who uses the Legends District Design Standards?

The Legends District Design Standards is used by landowners, business owners, developers, engineers, architects, commercial tenants, build-out consultants, and others that take part in the development of the Legends District. The City of Green Bay and related development commissions (Redevelopment Authority, Plan Commission, City Council, etc.) shall also use the guidelines to review and approve proposed projects located within the District.

4.4 How do you use the Legends District Design Standards?

Development teams should first meet with City of Green Bay Community and Economic Development staff to review the standards and guidelines of these design plans and discuss the approval process steps. The review with staff should happen early in the process and before the schematic design stages of development. Where conflicts arise between the Zoning Code and any adopted design standards set forth herein, the design standards of the District shall take precedent. These design standards should be periodically reviewed for consistency and applicability with the District. City staff should recommend any changes to the Zoning Administrator and Plan Commission for discussion and review.

4.5 District Map and Area Description

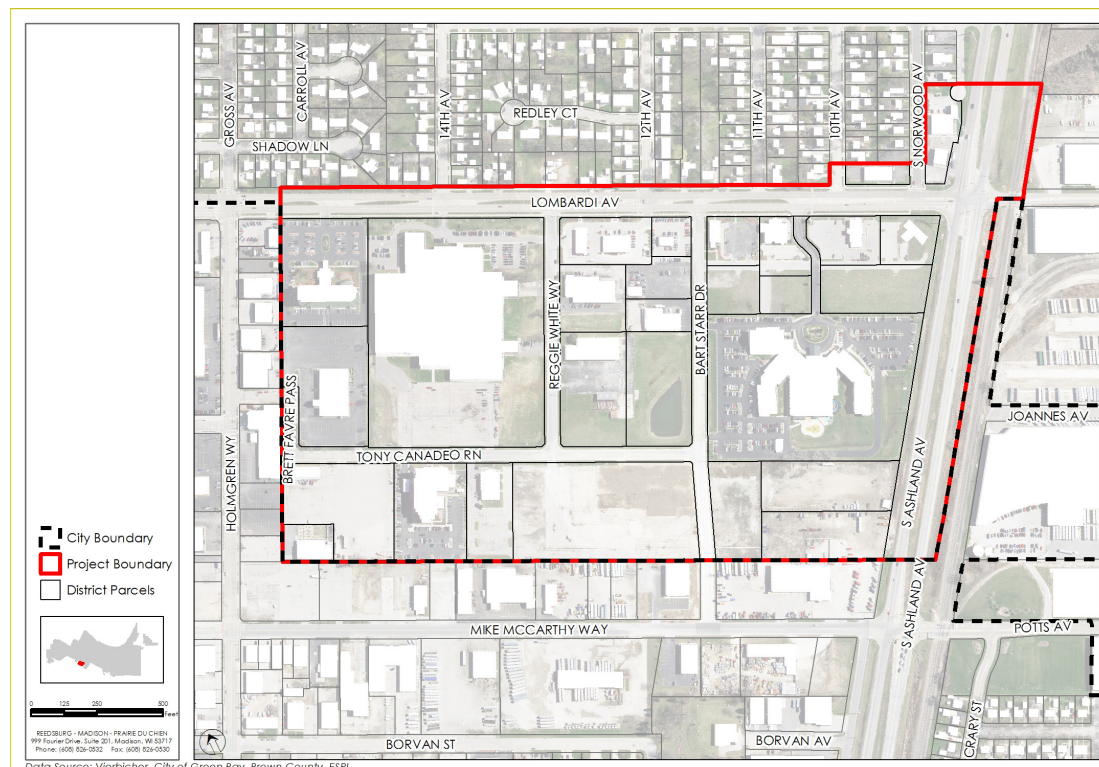
The areas subject to this chapter are identified in Map 4.1. The area described as the Legends District comprises the area roughly bounded by Lombardi Avenue, Ashland Avenue, and the municipal limits on the north of Mike McCarthy Way and Holmgren Way.

4.6 Vision Statements, Guiding Objectives, and Design Principles

Vision Statements

The Citizen Steering Committee and the general public, through their feedback comments, directed the project team to generate a series of separate concepts to “re-brand” the district with a design theme and a name. Throughout the process, the concept of “Industrial Chic” rose to the top as the preferred design theme. The preferred design harkens back to the previous land uses in the area during the industrial and neighborhood boom during the middle 20th century.

Map 4.1 Design District Boundary



Industrial Chic

Industrial chic style refers to an aesthetic trend in design that takes clues from old factories and industrial spaces to incorporate into new or existing buildings. Components of industrial style include weathered wood, exposed building systems, exposed brick, industrial lighting fixtures, and concrete.

Vision Statement

The District will become the entertainment destination in Green Bay showcasing clusters of high-density buildings, pedestrian-filled sidewalks, and tree-lined streets that connect neighborhoods and commercial areas; thus, creating places to live, work, recreate, eat, and entertain for residents and tourists alike. The unique design of the District will create a distinct urban characteristic like no other place in the city. This vision for the District is not just about tall buildings. It is about creating a place in which people are engaged in their surroundings and a place where people want to be.

District Name

Throughout the process, the project team developed a list of names to help rebrand the District. The Steering Committee ultimately selected to brand the District as the Legends District to coincide with the industrial chic design theme.

Guiding Objectives

Quality design is an essential element to a quality mixed-use, pedestrian, urban environment. Ideally, each new development and redevelopment would comprise a mix of residential structures, mixed-use structures, and commercial and retail structures that respect the context of the adjoining properties. To reach the desired vision, the Legends District plan established several objectives to guide the decision-making process. These objectives are as follows:

- Establish a placemaking and streetscape design theme to further illustrate a memorable sense of place.
- Improve the pedestrian elements throughout the District to ensure a vital and interesting sidewalk experience.
- Generate site development guidelines that transition existing building architecture to the desired design architecture theme.
- Identify opportunities for development and redevelopment within the area that match the needs of a variety of interested developers.
- Identify areas for new public and private open spaces that are integral to establishing the area as a premier pedestrian environment.
- Establish gateway markers around the periphery of the District to further establish the vision.
- Establish a clear approval process for developers, landowners, and business owners to implement the District Vision.

To implement the objectives listed above, the standards listed in this guide are based on fundamental principles of quality site design, architectural design, landscaping standards, and public space design. The body of this guide is based around five main design topics. Each issue is summarized by a goal and followed by guiding principles and recommended standards.

BELOW: Legends District logo



4.7 Design Approval Process

The submittal process and requirements for proposed projects located in the District are not intended to subvert, but support and advance the requirements established in the City Zoning Code. The process should follow the standard development process outlined in Chapter 13-1800 of the Green Bay Municipal Code.

4.8 Glossary

Terms related to the creation and design implementation of the District shall be the same as those listed in Section 13-300 of the Green Bay Municipal Code.

4.9 Design Standards

4.9.1: Sidewalks, Streetscapes, and Intersections

Goals:

- Create a sidewalk network that is integral to a pedestrian-friendly street system where pedestrians can experience safety, comfort, accessibility, and efficient mobility. Sidewalks also function as outdoor rooms and gathering places, and help define community character.
- Improve the street network to include curb extensions to provide increased pedestrian space and opportunity for social interaction while providing safe refuge and shorter distances while crossing the street.

Guiding Principles:

- Typical minimum width for high-volume pedestrian zones: 6.0 feet.
- Minimum height clearance for mounted traffic signs and tree branches in pedestrian travel ways: 8.0 feet.
- Keep sight triangles open to facilitate safe vehicle and pedestrian movements.

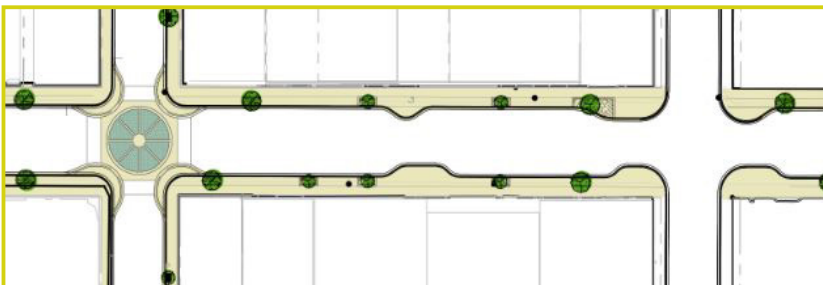
RIGHT: Example of midblock crosswalks



RIGHT: Example of facades differentiated enough to visually separate the structure



BELOW: Example of bumpouts that could be along Tony Canadeo Run



Recommended Design Standards:

1. Zones

a. Development areas shall have clearly defined zones for pedestrians, building development, vehicular travel zones, and designated on-street parking areas where appropriate.

b. Pedestrian zones and networks shall also have designated spaces for pedestrian travel, tree and utility plantings, and clear zones around buildings. (Building position, massing, signage, and lighting are further refined through this chapter.)

2. Sidewalks and Crossings

a. Tony Canadeo Run and Reggie White Way should be targeted streets for building and site redevelopment which places the majority of the building façades at the front property line to create a pedestrian-focused network.

b. As development in the District intensifies, the pedestrian focus should be amplified on one side of the street. Study the removal of one lane of parking to create larger, oversized sidewalks and walkways than would typically be required to be installed for future developments.

c. Due to the position of Tundra Lodge, located off the street, pedestrian focus along Bart Starr Road should focus on the west side of the street.

d. Intersection pedestrian crossing shall consider the incorporation of curb extensions or “bump-outs,” or “bulb-outs.” These curb extensions enhance pedestrian safety by increasing pedestrian visibility, shortening crossing distances, slowing turning vehicles, and visually narrowing the roadway.

e. Mid-block pedestrian crossing should consider the incorporation of curb extensions or “bump-outs,” or “bulb-outs.” Other design considerations aside from bump outs should also be considered. An example of curb extension is shown below.

f. All crossings shall be differentiated enough to visually separate the pedestrian surface from the vehicular surface. Examples include different painting and stamped concrete.

g. Surfaces must be ADA-accessible.

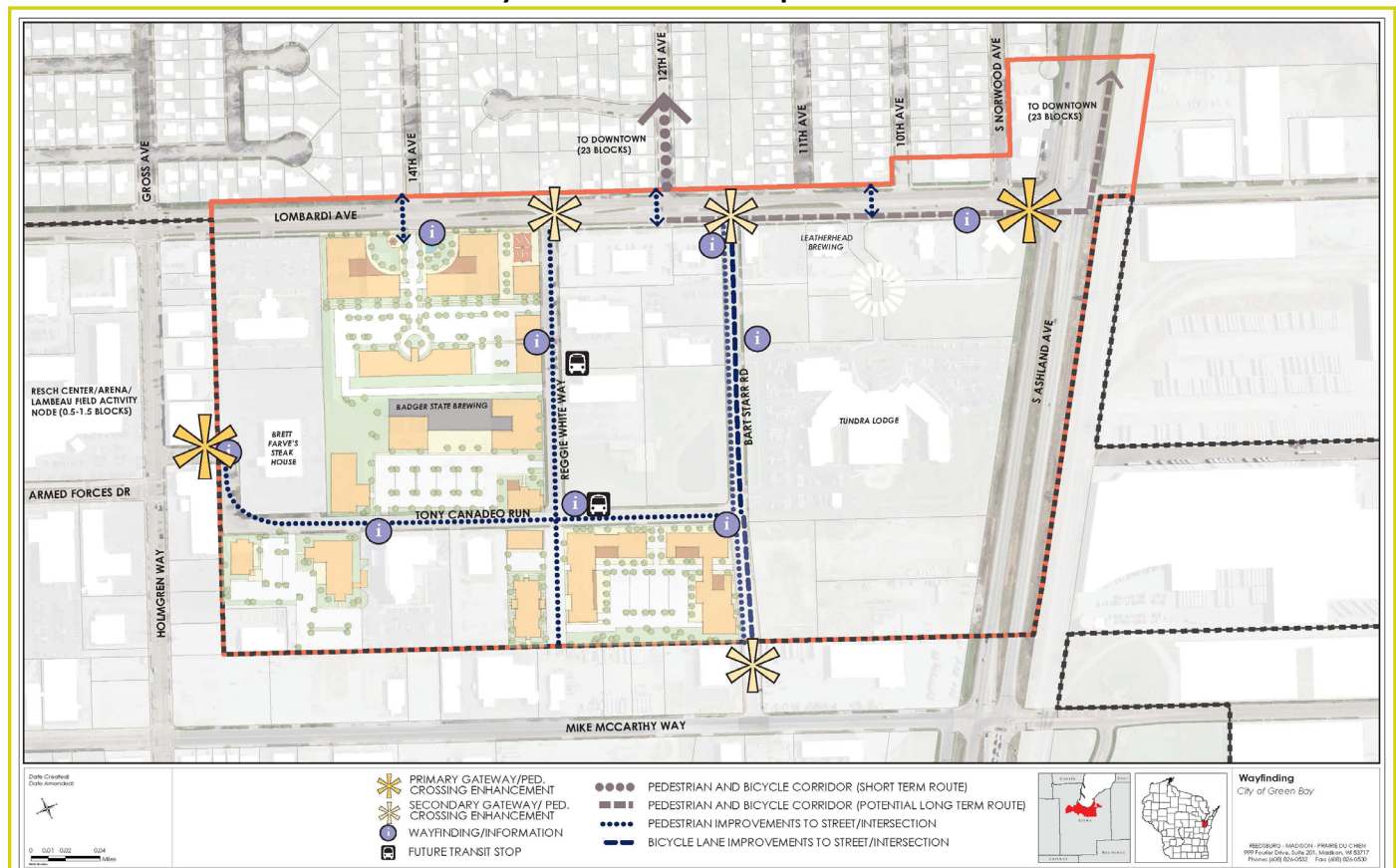
Map 4.2 identifies the designated pedestrian crossing enhancements. Map 1.6.8 illustrates the right-of-way and roadway dimensions. The City has sufficient right-of-way widths to proceed to develop the roads as detailed in the pages 4.6 and 4.7.

3. Pedestrian/Sidewalk Amenities

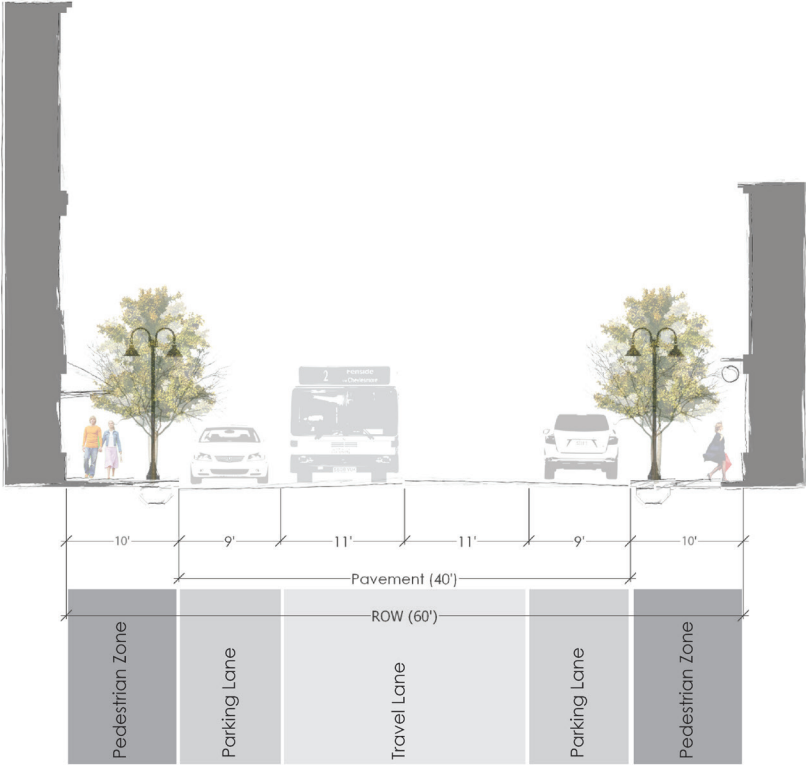
a. All obstacles, such as signs, street furniture, café tables, and benches are to be located to the side of the travel way, and in the café/ tree/utility zones (pedestrian zones).

b. Materials shall be black, patina antique (copper, tin, etc.), stainless, or polished metal finishes.

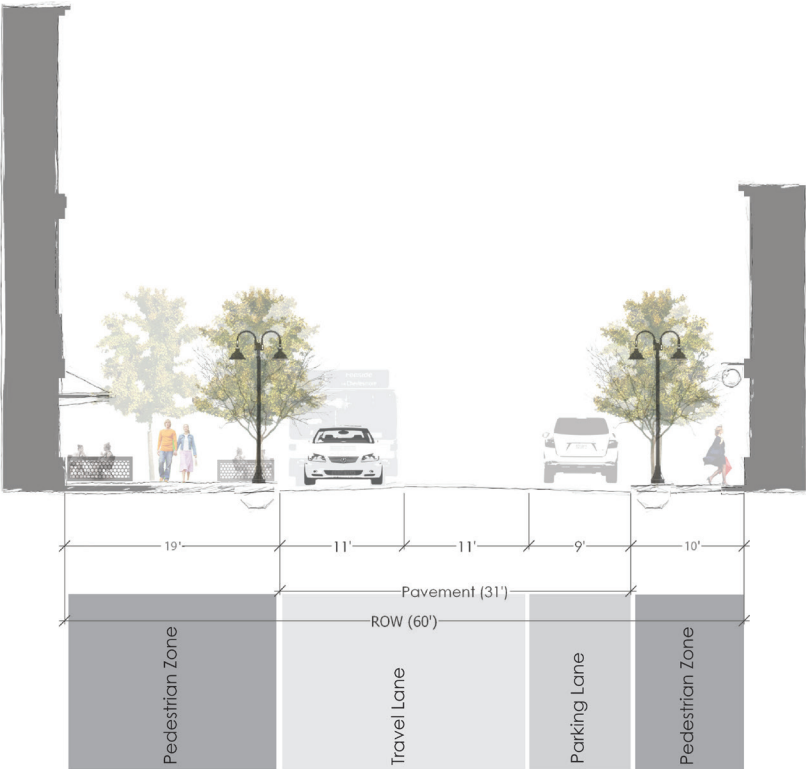
Map 4.2
Recommended Pedestrian and Bicycle Connection Improvements



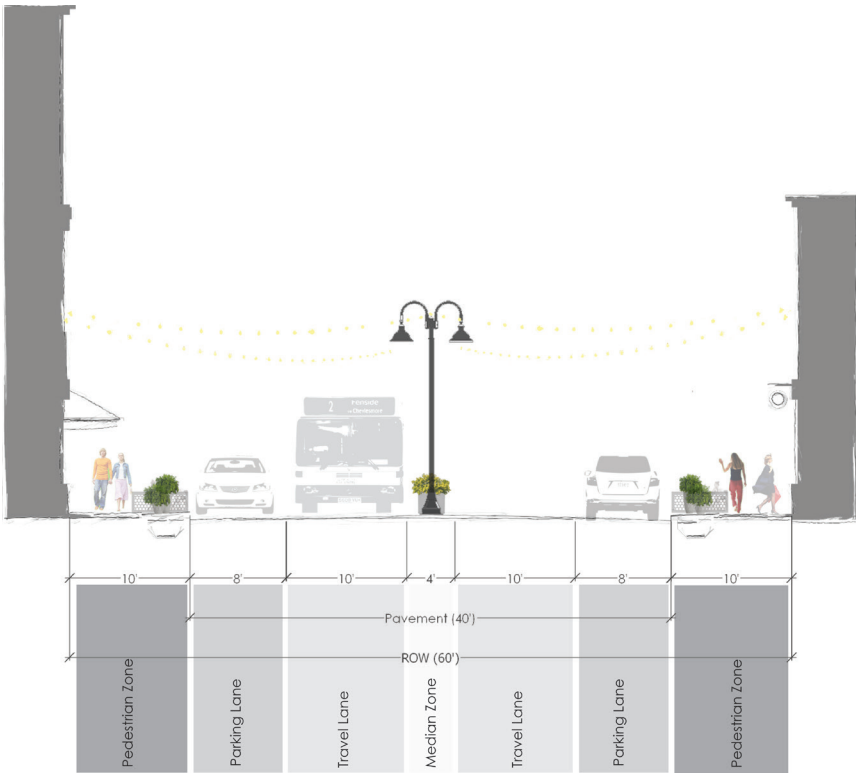
RIGHT: Example street space recommendation



RIGHT: Example street space recommendation



LEFT: Example street space recommendation



LEFT: Example street space recommendation



Figure 4.9.1 Streetscaping Elements Examples

RIGHT: Example of separated cafe/ pedestrian space/zones



RIGHT: Example of industrial signage and awning over the ROW with proper clearance



RIGHT: Example of industrial-styled building signage lighting in ROW with proper clearance



FAR RIGHT: Example of industrial-influenced bench and trash can



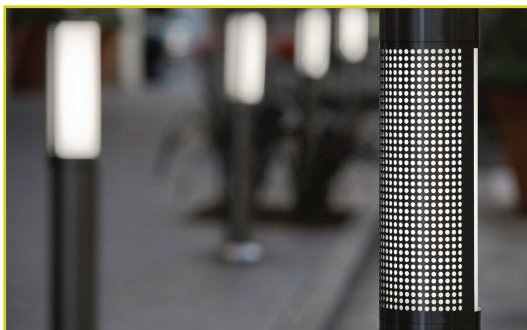
RIGHT: Example of industrial-styled street and pedestrian lighting



FAR RIGHT: Example of industrial-influenced bike rack



RIGHT: Examples of industrial-styled bollard lighting



FAR RIGHT: Example of industrial-influenced bike rack



4. Plantings

a. Minimum overhead tree clearance shall be eight feet if not located over a roadway, or fifteen feet if located over a roadway.

b. Streetscape planting shall be low-profile shrubs and upward-branching trees to maintain visibility and sight distance at intersections, crossings, and other critical areas.

c. Sculpture art and landscaping should be explored as an alternative to plantings where recommended by the City's Parks, Recreation, and Forestry Department.

d. Maximum height of shrubs and raised planters within the corner sight triangle and mid-block bump-out areas shall be two feet.

e. Tree plantings and species shall be approved by a City of Green Bay landscape architect and forester.



LEFT: Example of landscape planters screening and separating cafe zone from pedestrian zone



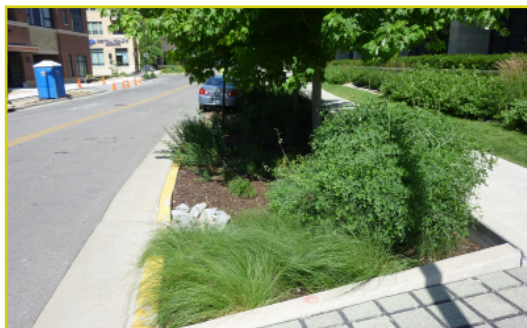
LEFT: Example of appropriate building setbacks and clear zone for residential uses in walkable areas



LEFT: Example of curb extensions and mid-block crossings in walkable areas



LEFT: Example of upward-branching trees to maintain visibility and sight distance at intersections, crossings, and other critical areas



LEFT: Example of integrated stormwater management landscaping

What is Industrial Chic?

Industrial style or chic refers to an aesthetic trend in design that takes clues from old factories and industrial spaces to incorporate into new or existing buildings. Components of industrial style include weathered wood, exposed building systems, exposed brick, industrial lighting fixtures, and concrete.

RIGHT: Example of mixed-use development with an industrial reuse influence

RIGHT: Example of urban, industrial-themed residential with modern industrial influence

RIGHT: Example of urban, industrial-themed commercial space with a single floor of residential above

4.9.2: Site Design, Building Orientation, and Architectural Character

Goals:

- Create a building design theme that accentuates pedestrian and bicycle connections between the street and adjoining properties to create a memorable user experience.
- Create a District design theme that develops and maintains quality building standards that reflects the industrial history of the area, the desired design theme, and a character that is sensitive to the pedestrian environment - commonly referred to as *"industrial chic"*

Guiding Principles:

- The District should reflect a modern and high-quality adaptation on industrial design.
- Site buildings reinforce pedestrian connections.
- Pedestrian safety is a priority over vehicular access.
- Stress the importance of functional first-floor façades.
- Articulate building massing through window placement and scale.

Figure 4.9.2 Site Design, Building Orientation, and Architectural Character Examples



Recommended Design Standards:

1. District architectural design styles shall blend high-quality contemporary building design with the industrial style within the District. Each building is not required to blend styles, but should be complementary to the District identity. See example images.
2. Primary building entrances shall be oriented to and visible from the main pedestrian traffic-generating streets, and routes should be designed as the focal point of the façade.
3. Encourage positioning of buildings parallel to streets to establish and maintain a larger block face.
4. Provide a direct link from the main entrance of the building to the public sidewalk plazas.
5. Multi-family residential uses may be permitted on the first floor, but shall be designed, integrated, and consistent with façade requirements.
6. Vehicular site entrances shall be located away from main entrances to promote pedestrian safety and are encouraged to be co-located to reduce conflict points.
7. The areas between the building façade and the street should only be used for small pedestrian plazas, planting beds, business signage, public art, decorative fencing and screening, cafes, retail sales, and other pedestrian-scale amenities.

8. Future buildings that are located at the zero setback line are encouraged to provide additional building articulation, where at least 70% remains at the zero setback line.

9. Residential developments within the district are encouraged to be integrated into a mixed-use development and have doors, windows, and sidewalks oriented toward the street. Parking garage entrances and parking shall be located on the side or rear of buildings.

10. Building characteristics: New developments are encouraged to place new structures as close to the front property line to establish the pedestrian zones; however, if developments integrate pedestrian entrances, plazas, or cafes into their hardscaping plans, the following standards shall apply.

a. Building standards for placement less than or equal to five feet from the front property line.

i. Building entrances – at least once every 75 feet.

ii. Major façade modulation every 100 feet. Major façade modulation is defined as façade extensions or recesses greater than five feet.

iii. Buildings of more than 30 feet in width shall be divided into smaller regular visual increments through the articulation of the façade. This can be achieved through variation in materials, detailing, roof lines, and elements, such as arcades, awnings, windows, and balconies.

b. Building standards for placement between five and 15 feet from the front property line.

i. Building entrance - at least once every 50 feet.

ii. Major façade modulation every 75 feet. Major façade modulation is defined as façade extensions or recesses greater than five feet.

III. Buildings of more than 30 feet in width shall be divided into smaller regular visual increments through the articulation of the façade. This can be achieved through variation in materials, detailing, roof lines, and elements, such as arcades, awnings, windows, and balconies.

c. The maximum setback line is 15 feet.



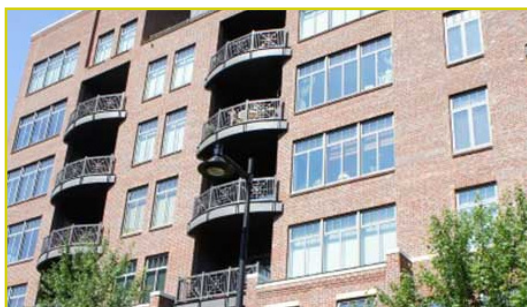
LEFT: Example of urban, industrial-themed buildings and district and zero lot line development and proper window transparency



LEFT: Example of building located at a zero lot line. The building also represents a quality mix of building massing and wall articulation



LEFT: Example of active private space with an industrial design focus



LEFT: Example of balconies aligned with the building's vertical elements representing and industrial design focus



LEFT: Example of a building with quality materials, focused building entrance, minimal setbacks, hardscaping, and landscaping

RIGHT: Example of an internal building plaza



RIGHT: Example of industrial reuse and industrial materials



RIGHT: Example of building with accentuated window openings



RIGHT: Example of a quality building design that incorporates quality materials



11. Storefronts: Design should highlight storefronts and building entrances with architectural features, canopies, awnings, lighting, color, different massing, or unique features and finishes.

12. The ground level of any multi-story, commercial, and mixed-use structure shall be visually distinct from the upper stories through the use of an intermediate cornice line, sign band, awning or arcade, or a change in building materials, texture, or detailing.

13. Materials

a. Building materials shall relate to the use of the building. Materials should support the building's hierarchical composition. Heavier and more massive materials should be located closer to the ground, whereas, materials that appear lighter should be used on upper stories, parapets, and cornices.

b. Building materials shall be of high-quality and durable material for northern climates.

c. Building materials shall be of complementary colors and shall be used to break up the apparent mass and visual interest to the site and streetscaping. Matte materials are encouraged for large wall expanses, whereas gloss finishes are to be used as accents.

d. Building materials shall be varied in nature, with emphasis on high-quality materials in the pedestrian zone, such as brick or stone with accent materials, such as metal and tile accounting for no more than 20% of the façade. Simpler materials are suitable for upper portions of the building and sides not visible to the street.

e. Building materials shall not include materials such as EFIS, vinyl siding, and pressed wood siding.

f. The use of energy-efficient, sustainable materials should be encouraged.

14. Lighting

a. Use low-level building and landscape lighting to develop a sense of place and aid in wayfinding during evening hours.

b. Use pedestrian-scale lighting around parking areas and sidewalks to extend hours of utility (including safety and crime prevention).

15. Building Openings

a. All buildings should have at least one prominent public entrance that is directly visible from the adjacent street and which contributes to the public realm. Entrances shall incorporate generous glass windows, accent lighting, pedestrian-scaled architectural detailing, and seating elements to create emphasis on the entrance. Entrances along the streetscape should be accessed either directly from the sidewalk or through a small plaza situated between the entrance and the sidewalk.

b. Street-facing first floor façades shall be accentuated with window openings no more than 36 inches from the ground and must be located at least every 15 feet for commercial uses and 20 feet for residential unless interrupted by doors or other openings.

c. Efforts should be made to maximize street frontage transparency and maintain active uses on the ground floor.

d. For commercial or mixed-use buildings, a minimum of 60 percent of the front façade on the ground floor shall be transparent, consisting of window or door openings and allowing views into and out of the interior.

e. Building entrances should be designed as the focal point of the façade.

f. Mixed-use buildings should provide separate side or rear entrances for residential and/or office tenants to minimize conflict with retail patrons, eliminate noise and focus attention on store entrances.

16. Other Elements: Canopies/Awnings

a. The design and materials of canopies should share common architectural elements of the building and be integrated with the building façade.

b. Canopies and awnings should be located at a sufficient height to allow for hanging or projecting signs to be a minimum of nine feet above finish grade.

c. Awning signage shall be regulated by the signage section of this plan and the chapter 13-2000 of the Green Bay Municipal Code.



LEFT: Example of building awnings



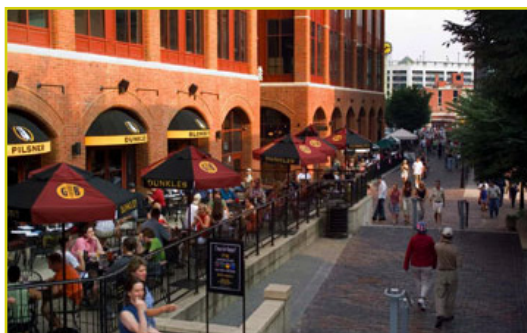
LEFT: Example of building awnings



LEFT: Example of covered building promenade



LEFT: Example of pedestrian streetscape amenities



LEFT: Example of a quality pedestrian-scale environment

4.9.3: Building Massing, Scale, and Transitions

Goal:

Develop and maintain quality buildings that respect the pedestrian-scale environment.

Guiding Principles:

- Respect pedestrian-scale environment through the use of material, massing, and wall articulation.
- Use consistent window and wall articulation patterns to break up large walls adjacent to the public spaces.
- Utilize mid-scale buildings to step back upper floors and reduce the visual impact of buildings from the street.
- Maximize view sheds to Lambeau Field and Downtown Green Bay.

Figure 4.9.3 Building Massing, Scale, and Transitions Examples

RIGHT; Example of industrial chic building design



RIGHT; Example of internal plaza spaces with proper scaling, passive lighting, and quality building design



RIGHT; Example of proper step-down scaling, building articulation, transition architecture from the industrial architectural styles



Recommended Design Standards:

1. Building height and massing should be loosely defined by those listed in Map 3.3 of this plan.
2. Mixed-use, multi-family residential, and hotel uses are encouraged to position buildings that create view sheds and encourage density.
3. Building height along Lombardi Avenue shall be limited to seven stories with a minimum of two stories. All other areas shall be regulated by the height standards in the Downtown One (D1) zoning district.
4. Garage doors, drives, and parking shall be located on the side or rear of structures.
5. Buildings greater than three stories must establish a clear distinction between the ground floor (base) and upper levels. The top floor must be accentuated with a cornice or other architectural elements.

4.9.4: Landscaping, Screening, and On-Site Features

Goal:

Develop and maintain quality site landscaped areas that are integrated with the site design, building architecture, and the District theme.

Guiding Principles:

- Create and add interest to public and private open spaces.
- Balance landscape design throughout the site and District.
- Direct planting design to pedestrian amenities (plazas, sidewalks, etc.)
- Screen parking lots, services areas, and other accessory uses that detract from the overall site aesthetics.

Recommended Design Standards:

1. A landscape architect shall prepare a landscaping plan as part of the site plan review process.

2. Where a portion of a property abutting the sidewalk does not include a plaza or building, then a street planting yard must be provided in accordance with site landscaping standards from Chapter 13-1800 of the Green Bay Municipal Code. Similar materials shall be used to construct fencing along the remaining block face, similar to the Old Main Street District.

3. Private patios and greenspaces should be integrated into the site and building design as an extension of the internal space.

4. Mechanical, service equipment, and other facilities shall be located away from principal pedestrian routes. Where such site amenities are located adjacent or are visible from a right-of-way, the amenities shall be screened as part of the landscape plan or integrated into the architecture of the principle structure.

5. Planting species shall be located based on the site position, and species shall be appropriate based on the amount of anticipated sunlight, water, and ground coverings.

6. Planting materials shall be native to the region so they can adapt to the changing seasons.

7. The parking lot and site landscaping standards shall be consistent with Chapter 13-1800 of the Green Bay Municipal Code.

8. Existing parking lots abutting the public

Figure 4.9.4 Landscaping, Screening, and On-Site Features Examples



LEFT: Example of private, open space that extends the interior of the business to the outside



LEFT: Example of urban residential use positioned near the street and with site-appropriate landscaping

street should be redeveloped with a common District screening wall until such time as the entire site or property is redesigned.

9. Front Yard Plantings

a. Where the building does not abut the front lot line but is less than 5 feet from the lot line, there shall be a minimum of 20% of the setback area landscaped with plantings identified in the required landscape plan. The remainder of the front setback area shall be hardscaped and supplemented with additional pedestrian amenities.

b. Buildings positioned between five feet and the maximum 15 feet setback shall have a minimum of 40% of the setback area landscaped with plantings identified in the landscape plan. The remainder of the front setback area shall be hardscaped and supplemented with additional pedestrian amenities.

10. Plantings within the side yard: Where buildings or plazas do not abut the side lot line, a five foot planting area shall be provided for at least 75% of the side yard.

11. Plantings within the rear yard: Where ground floor rear yard setbacks are utilized, a five foot planting area shall be provided for at least 75% of the side yard.

12. A minimum of one 36" box tree shall be planted with a mature height of 30 feet, and a mature canopy of 20 feet shall be planted for each 1,000 sq ft of on-site open space.

13. Ground-related open space shall be connected to the public pedestrian network to encourage walkability.

14. Above-grade or open-air spaces are encouraged, but shall not be substituted for coverage requirements unless it is a certified and installed green roof.

15. Tree and light standard placement need to be coordinated to assure trees do not block proper illumination. If possible, place lights midway between trees to avoid conflicts.

16. Bike racks should be positioned adjacent to entryways, but should not impede pedestrian pathways or routes.

17. Development proposals must also comply with all other site and landscaping standards from Chapter 13 of the Green Bay Municipal Code that are not detailed in this chapter.

RIGHT: Example of private, open space integrated into the greater building design, but still positioned adjacent to the public right-of-way.



RIGHT: Example nonstandard industrial bike rack.



4.9.5: Public Open Space

Goal:

Encourage and continue the creation of a District that is pedestrian focused, that enhances quality of life for users, and stresses the importance of an active and vibrant urban streetscape.

Guiding Principles:

- Utilize existing road right-of-ways to create pedestrian-focused environments.
- Capitalize on private, open space to create a network of unique spaces and places.
- Capitalize on private Walk of Legends development and incorporate the path into the greater landscape design.
- Create safe and accommodating spaces for pedestrians and bicyclists.

Recommended Design Standards:

1. Public amenities listed in 4.9.1, such as benches, transit stops, lighting, planters, trash cans, and ground surface treatments should be part of a complete landscape treatment plan complementary to the architectural design and district theme. The complementary design theme images are provided within this section.

2. Sites that contain Walk of Legends Monuments shall accentuate the position to encourage people to use the space. If an existing monument position impedes the redevelopment of a viable site, then the applicant/developer shall work with the owner to secure a new position within the immediate area.

3. Publicly controlled open space shall be designed and developed in a means complementary with the district theme.

4. Pedestrian-scale traditional street lights should be installed in the sidewalk terrace in the pedestrian-oriented node of Lombardi Avenue and Tony Canadeo Run.

5. The common stormwater facilities shall be designed or adapted to include amenities complementary with the District theme.

Figure 4.9.5 Public Open Space Examples



ABOVE: Sidewalks with terraced areas for areas off main roads.



ABOVE: Pedestrian-scale traditional pedestal lighting.

LEFT: Existing Walk of Legends monuments.

LEFT: Example of public plaza with art positioned between buildings.

FAR-LEFT: Example of natural terrace planting on less traveled streets.

LEFT: Example of active sidewalks and terraces for pedestrian-focused streets.

4.9.6: Parking, Service Areas, and Stormwater

Goal:

Promote pedestrian-enhanced, on-site or on-street parking design that limits the visual impact of surface parking while prioritizing safety, activity, and visual aesthetics.

Guiding Principles:

- Utilize existing on-street parking to the extent feasible.
- Accommodate alternate modes of transportation, such as transit, walking, and biking.
- Utilize shared parking agreement and parking maximums to discourage over-parking of the District.
- Surface lots should be reduced or minimized to blend with the surroundings.

Recommended Design Standards:

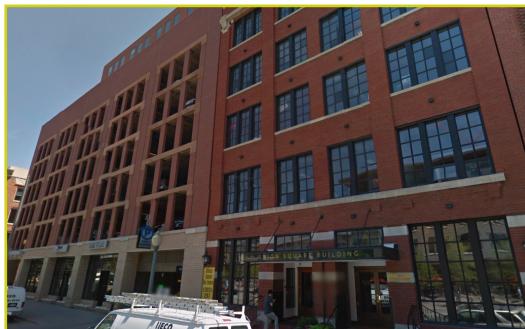
1. Developer shall submit a parking plan as required by 13-1711 of the Green Bay Municipal Code.
2. All new surface parking shall be located either underground or to the side or rear of buildings. Underground parking is highly recommended and should be explored before including surface parking.
3. All surface parking lots must provide safe pedestrian connections that are differentiated from vehicular uses.
4. Parking Maximums:
 - a. Multi-family residential: As described in Table 17-2 of the Green Bay Municipal Code
 - b. Hotel: As described in Table 17-2 of the Green Bay Municipal Code
 - c. Retail: 1 space per 500 GFA or as determined by Zoning Administrator
 - d. Office/Commercial: 1 space per 500 GFA or as determined by Zoning Administrator
 - e. Restaurant: 1 space per 200 GFA or as determined by Zoning Administrator
 - f. Multi-family properties that do not utilize the maximum parking requirements are encouraged to offer the unused lots as part of a shared parking program.
5. Surface parking should be designed to be unobtrusive and have minimal impact on the scale and character of the District. Surface parking shall not be located adjacent to intersections.

Figure 4.9.6 Parking, Service Areas, and Stormwater Examples

RIGHT: Example of structured parking that reflects the surrounding building character



RIGHT: Example of structured parking that reflects the surrounding building character



6. Structured parking should be designed to be unobtrusive and have minimal impact on the scale and character of the District. The structure shall be located below or partially below grade. Remaining above-grade structured parking adjacent to the street shall be wrapped and architecturally treated to blend with the surroundings and encouraged to incorporate first floor retail or commercial uses.

7. Existing development with parking in front should be enhanced with interior landscaping, walkways, and a landscape buffer (possibly including decorative fencing and walls) to screen the parking from the sidewalk and street.

a. Fences and railings should be a minimum of 30 inches and a maximum of 42 inches in height. Fencing and railings shall be a minimum of 70 percent open.

b. Solid walls shall be a minimum of 18 inches and a maximum of 32 inches in height. Hedges shall be no less than 80 percent open in the winter months and no more than 32 inches in height.

8. Customer parking and pedestrian areas should be separated from service and loading areas.

9. Screening is required for ground-level utility meters, mechanical equipment, refuse areas, and other potentially unattractive or unsafe features.

10. Stormwater facilities should be incorporated into the design of the site. For example, bioretention areas, rain gardens and basins should be aesthetically pleasing and include decorative elements.

11. Development proposals must also comply with all other site and landscaping standards from Chapter 13 of the Green Bay Municipal Code that are not detailed in this chapter.



LEFT: Example of structured parking that reflects the surrounding building character



LEFT: Example of how existing parking areas could be renovated



LEFT: Example of how side and rear parking areas should accommodate pedestrians and bicyclists

4.9.7: Business, Wayfinding, and Gateway Signage

Goal:

Create and implement signage standards that complement the architectural character of the district.

Business Signage Guiding Principles:

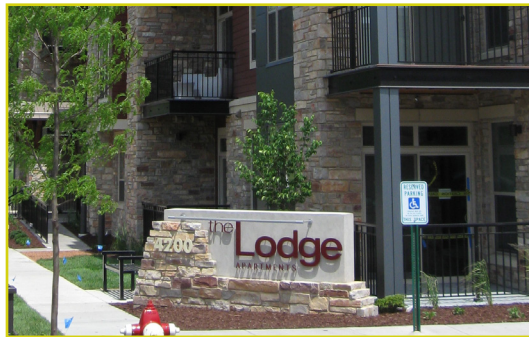
Develop integrated and aesthetically pleasing building signage.

Figure 4.9.7 Business, Wayfinding, and Gateway Signage Examples

RIGHT: Example of common building monument industrial chic signage



RIGHT: Example of a mix of industrial and natural monument signage with base lighting



RIGHT: Example of individual building signage that is pedestrian focused with wall-mounted lighting



RIGHT: Example of individual building signage that is pedestrian-focused with wall-mounted lighting



FAR RIGHT: Example of industrial-styled painted building signage

Recommended Business Signage Design Standards:

Recommended Design Standards:

1. Signage should be integrated as an architectural element with attention given to the color, materials, scale, and orientation of all proposed signs in relation to the overall design of the building and to each other, as well as complying with the sign regulations specified in Table 20-1 of Chapter 13-2000 of the Green Bay Municipal Code, except that the following signs are prohibited in the District.

a. Plastic box signs

b. Pole/pylon signs

2. Preferred lighting: The following is a list of preferred lighting for exterior business signage.

a. Mounted, backlit letters

b. Building-mounted letters, with up or down lighting

3. Individual business signage should preferably be mounted on the building façade or located on awnings above the primary business entrance.



Wayfinding Signage Guiding Principles:

- Create aesthetically pleasing and easy-to-understand wayfinding and District signage that is complementary to the overall District design.
- Direct people to and from the surrounding neighborhoods, Downtown Green Bay, and the surrounding entertainment uses.

Recommended Wayfinding Signage Design Standards:

1. Regulatory signage should reinforce District theme through repetition of the brand, choice of materials, and consistent naming of districts.
2. Signage style should coordinate with lighting and pedestrian amenities.
3. Use pedestrian-oriented signage that can be read easily while on foot.
4. Ensure that wayfinding signage includes both roadway signage for vehicular traffic as well as signage directed toward pedestrian viewpoints. Signage should be streamlined to minimize clutter and improve message clarity.
5. Wayfinding signage should be consistently visible yet, not compete with regulatory or storefront signage. Signage should be consistent and coordinated among public, private, and non-profit entities.
6. Multiple destinations listed per sign are encouraged, including up to four messages, with more detailed interpretive signage reserved for public spaces.
7. Signage shall comply with MUTCD Section 2D.50, Community Wayfinding Signs.



LEFT: Examples of thematic wayfinding signage at heavily traveled intersections



LEFT: Example of thematic wayfinding signage at heavily traveled intersections



LEFT: Example of simple wayfinding signage located throughout the District



LEFT: Example of simple wayfinding signage located throughout the District. (Wayfinding elements would be located on the horizontal elements.)

RIGHT: Example of industrial gateway signage



Recommended Gateway Signage Guiding Principles:

Create inviting gateway entry signage to attract tourists, residents, and other visitors.

Recommended Gateway Signage Design Standards:

1. Signage should be placed at the designated intersections as illustrated on Map 4.1.

2. Signage should be complementary to the architectural standards and wayfinding signage in the District.

Wayfinding can be defined as the planning and communication of information throughout a built or dimensional environment. When done properly, wayfinding enables each person to form a mental map of a site, and/or navigate an environment through the use of a comprehensive, systematic, cohesive, and visually unified graphic system.

RIGHT: Example of industrial gateway signage

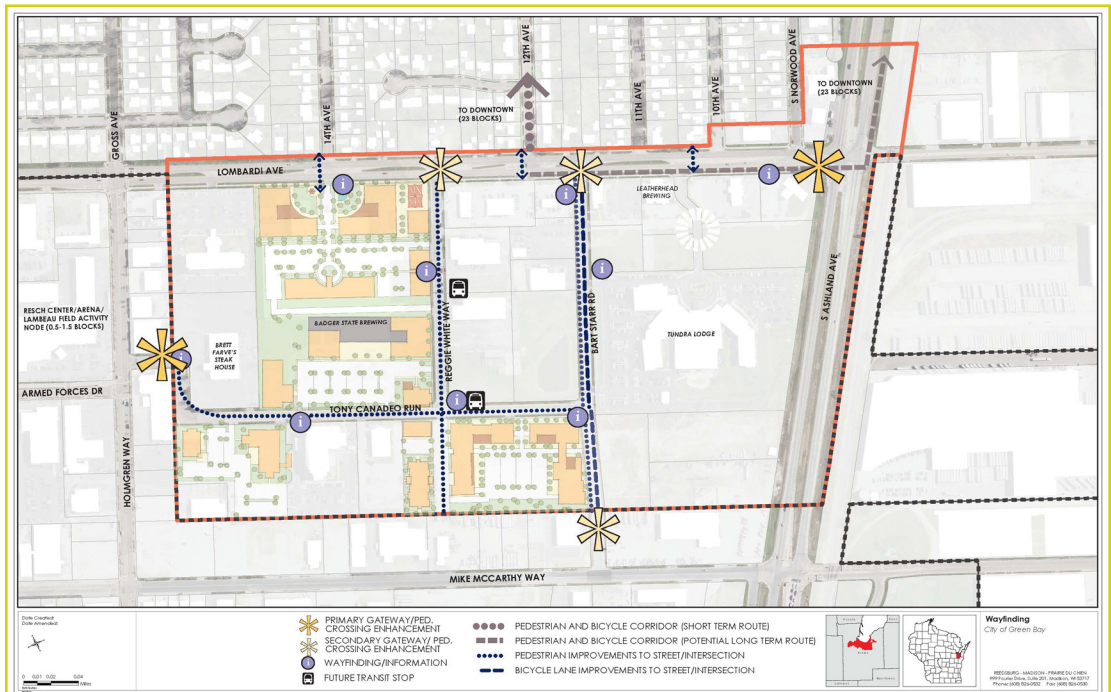


RIGHT: Example of industrial gateway signage



BOTTOM: Example of less prominent industrial gateway signage

Map 4.3 Wayfinding Signage Locations





Report to the Green Bay Plan Commission

MEETING DATE

August 18, 2020

PREPARED BY

David Buck, Staff

AGENDA ITEM # P.2

To amend Zoning Ordinance 6-20 (Whitney Park Townhomes) to Adjust lot and impervious surface regulations for lots within the Planned Unit Development (PUD) at the 200 Block N. Van Buren Street, subject to the draft Planned Unit Development (PUD). (Public hearing held 08/10/20)

BACKGROUND

Primary Address: 200 Block of N. Van Buren Street

Reason for Request: Developer was unable to acquire adjacent property needed to meet ZO 6-20 regulations related to lot width, lot area and impervious surface coverage on one of the six lots included in the Planned Unit Development (PUD).

Aldersperson/District: Ald. Randy Scannell / 7

Surrounding Zoning and Land Uses:

Subject Properties: OR Office Residential with PUD, townhomes

North: OR Office Residential, single/two-family homes

South: OR Office Residential, office use

East: OR Office Residential & PUD, Bridal Church & Whitney School townhomes

West: OR Office Residential, single/two family dwellings

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as Medium Intensity Retail Office Housing (MIROH). The proposed amendment request is consistent with the City's Comprehensive Plan.

Analysis: The subject area is made up of five parcels totally approximately 17,600 sq. ft./0.4 acres located at the northwest corner of N. Van Buren Street and Cherry Street. Zoning Ordinance 12-18, the original Planned Unit Development (PUD), was approved in 2018, allowing the development of two two-unit semi-detached homes/townhomes on 15,600 sq. ft./0.36 acres. It was amended with Zoning Ordinance 1-19 in 2019, to modify setbacks and again with Zoning Ordinance 6-20 in 2020, adding approximately 2,000 sq. ft./0.044 acre to permit an additional one two-unit semi-detached single family home to be added.

In this application, GB Real Estate Investments, LLC, is requesting an amendment to the existing PUD allowing proposed lot 6 (northernmost townhome property) to be reduced in lot width from 27 ft. to 24.84 ft., lot area from 2,800 sq. ft. to 2,668 sq. ft. and to increase impervious surface coverage from the maximum of 65 percent to 70 percent. Originally all lots within the PUD boundaries were proposed to have at least 27 ft. of frontage and minimum 2,800 sq. ft. of area. However, the petitioner was unable to acquire 2.16 ft. from the neighboring property owner limiting the ability to achieve the ZO required minimum lot width for the northernmost lot (proposed lot #6). The reduced lot width has two "domino effects" as it reduces lot area to 2,668 sq. ft., which in turn increases proposed impervious surface coverage percentage to 68.7 percent.

Staff supports the PUD amendment request and though we would prefer compliance with ZO 6-20 and a uniform lot width along the block for the townhomes sites, the slight decrease in lot width, area and

impervious surface coverage on one of the lots will not be noticeable by the general public. Essentially, the look and layout of the additional units will match those currently constructed. The reduced lot width will not be an issue from a building code standpoint with the proposed 3 ft. setback and inclusion of the 7 ft. no-build easement retaining a 10 ft. separation between buildings, as it has been established along the rest of the block face. It is also important to point out that the base OR Zoning District for which this PUD overlays requires only a 24 ft. lot width and 2,500 sq. ft. of area for single-family attached housing.

Ald. Randy Scannell, the Navarino Neighborhood Association and surrounding property owners within 200 ft. have been notified of the request. A zoning action notification sign has been installed on the site. As of the drafting of this report, staff has received inquiries but no objections to the request.

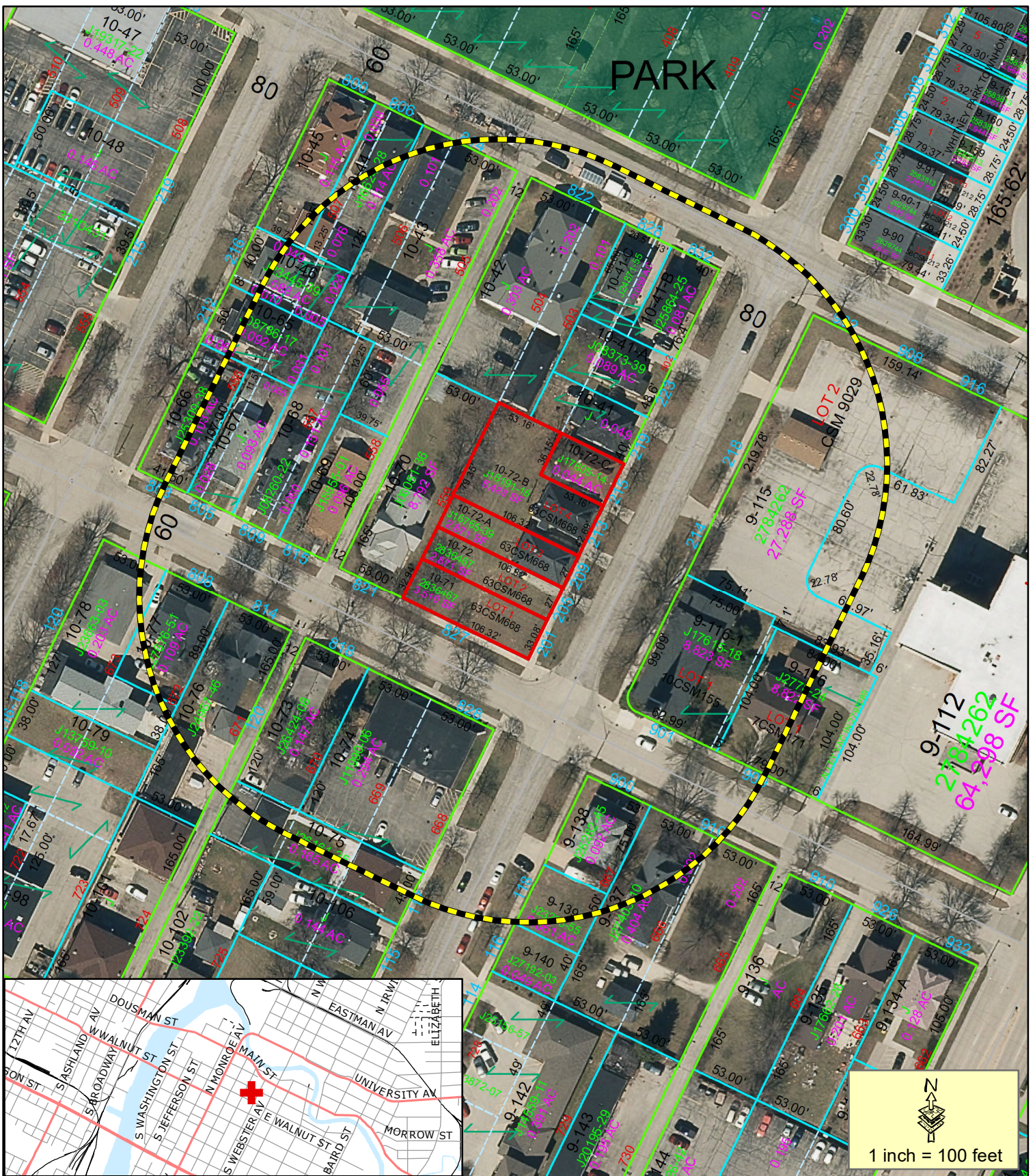
RECOMMENDATION

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

FISCAL IMPACT

ATTACHMENTS

1. ZP 20-21 Location Map_color
2. ZP 20-21 Application - PUD Amendment Request 2.0 - 7.20.20
3. WHITNEY EXPANSION 24X36 2020-07-08
4. ZP 20-21 Front Facsde of Existing THs
5. Draft ZO X-20 Amend ZO 6-20-PUD for 200 Block N Van Buren



- Subject Property
- 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 DB

Zoning Petition (ZP 20-21) Proposed Amendment to Planned Unit Development (PUD) at 200 Block N Van Buren St





REQUEST FOR CITY ACTION PLAN COMMISSION

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

Date: 7-20-20

Petitioner(s): Garritt Bader Phone Number: (813) 500-0296

Address: 300 N. Van Buren St. City: Green Bay State: WI Zip Code: 54301

Property Owner: GB Real Estate Investments, LLC Phone Number: Same

Parcel Numbers (required): 10-72-C

Location of Property: 215 N. Van Buren St.

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

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

I, Garritt Bader, respectfully request that the City of Green Bay take the following action:

Attach Zoning Petition Form with first three items.

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

Petitioner Signature(s): (Digital) Garritt R. Bader

Review Fee: _____ Receipt No.: _____ Zoning Petition No.: _____

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

Attach maps and legal descriptions (required).

I am requesting that the existing PUD be revised to allow a sub-27.00' frontage "Lot 3" given the easement now in place to the north that affords the physical separation that all parties desire per previous discussions.

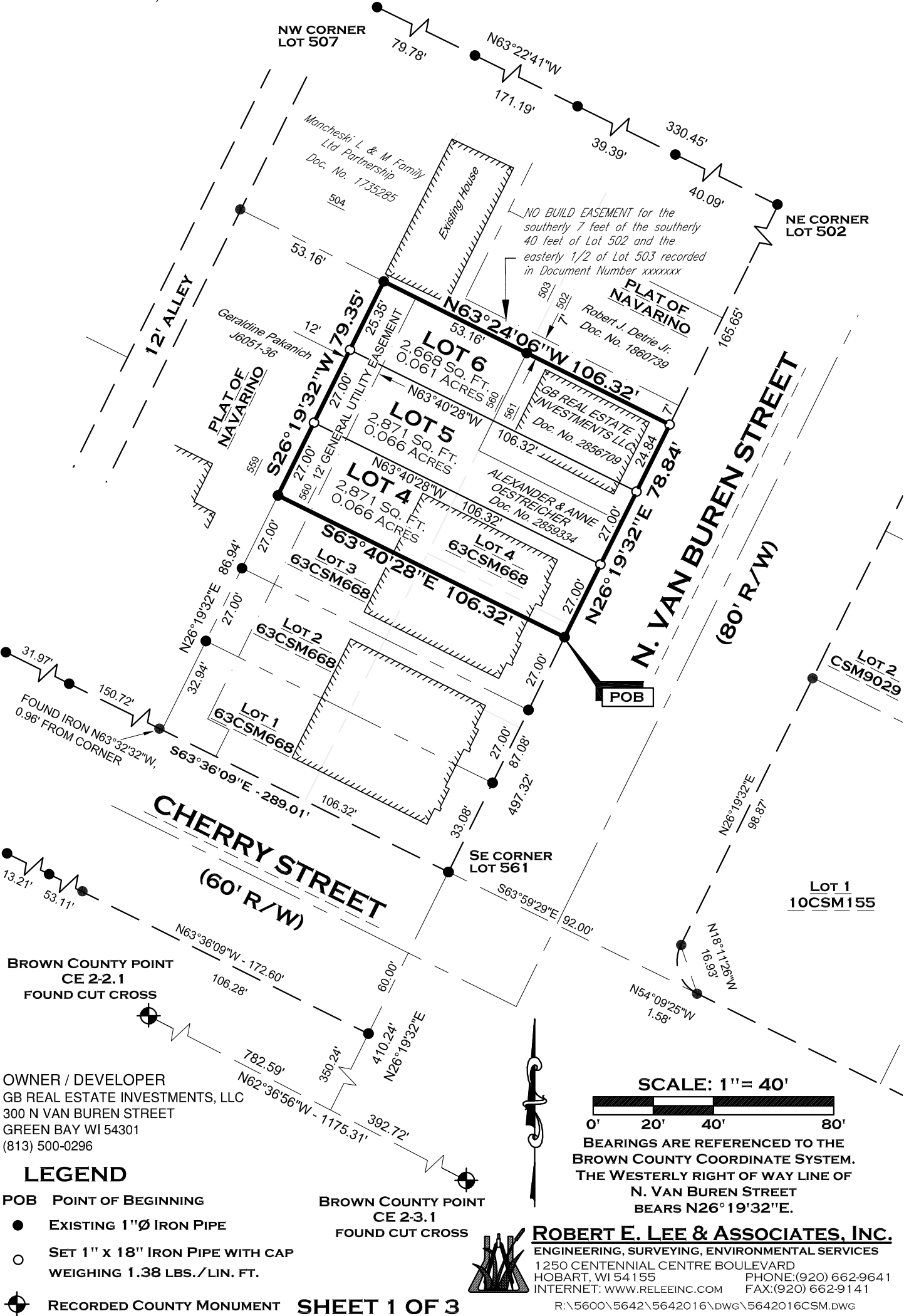
The layout, look and functionality of the new building will be identical to those built to its south in 2019.

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

PRELIMINARY

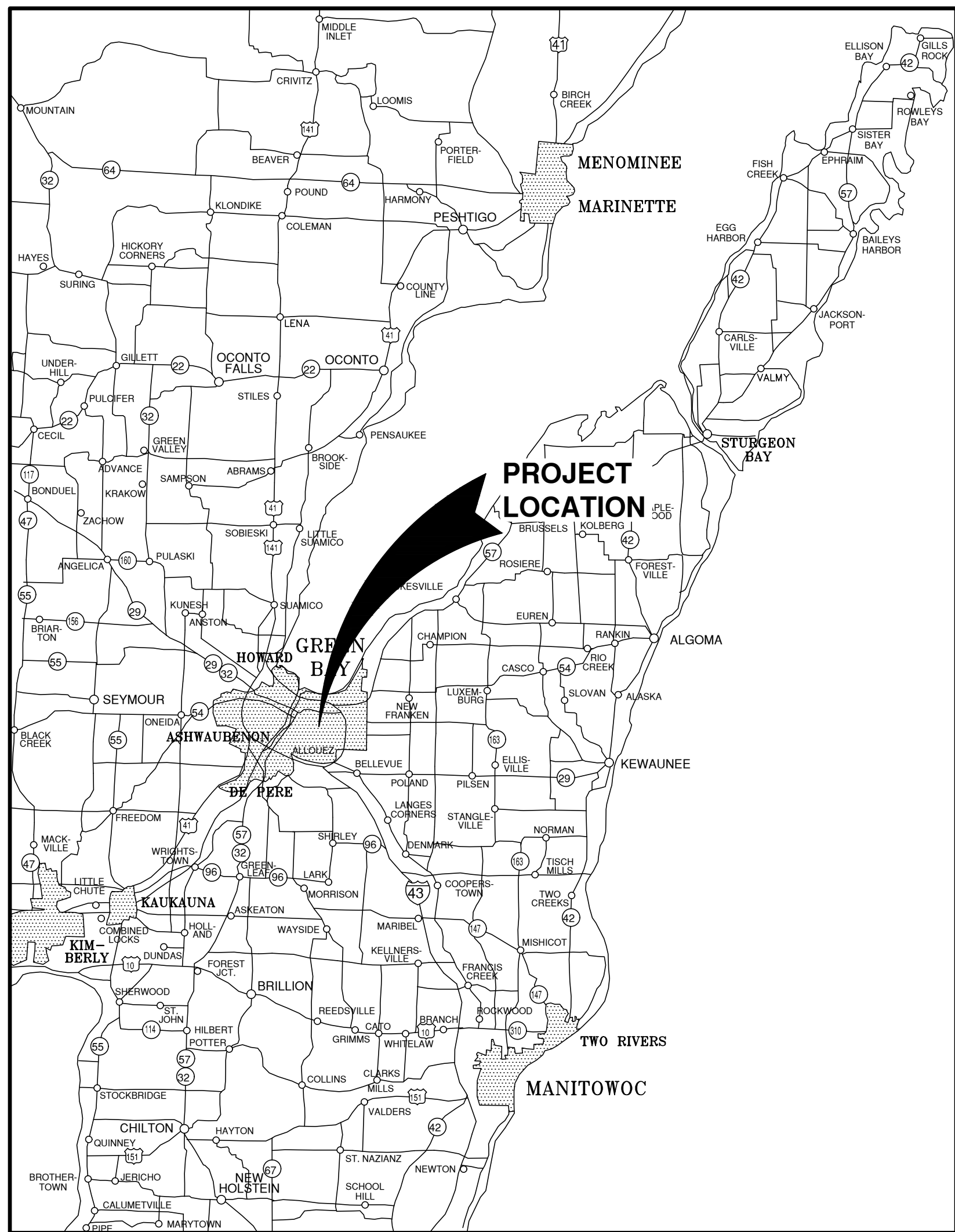
CERTIFIED SURVEY MAP

ALL OF LOT 4, VOLUME 63 CERTIFIED SURVEY MAPS, PAGE 668,
AS MAP No. 8969, RECORDED IN DOC No. 2837387, PART OF LOT
560 AND LOT 561 OF ACCORDING TO THE RECORDED PLAT OF
NAVARINO, CITY OF GREEN BAY, EAST SIDE OF FOX RIVER,
BROWN COUNTY, WISCONSIN



WHITNEY PARK TOWNHOMES EXPANSION
FOR GB REAL ESTATE INVESTMENTS, LLC.
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

ATTENTION!
DOWNLOADED PLANS ARE NOT SCALEABLE, NEITHER THE
OWNER OR THE ENGINEER SHALL BE HELD RESPONSIBLE
FOR THE SCALE OR PRINT QUALITY OF DOWNLOADED PLANS.
ONLY PRINTED PLANS FROM BLUE PRINT SERVICE CO., INC.
SHALL BE CONSIDERED TO BE SCALEABLE PLANS.



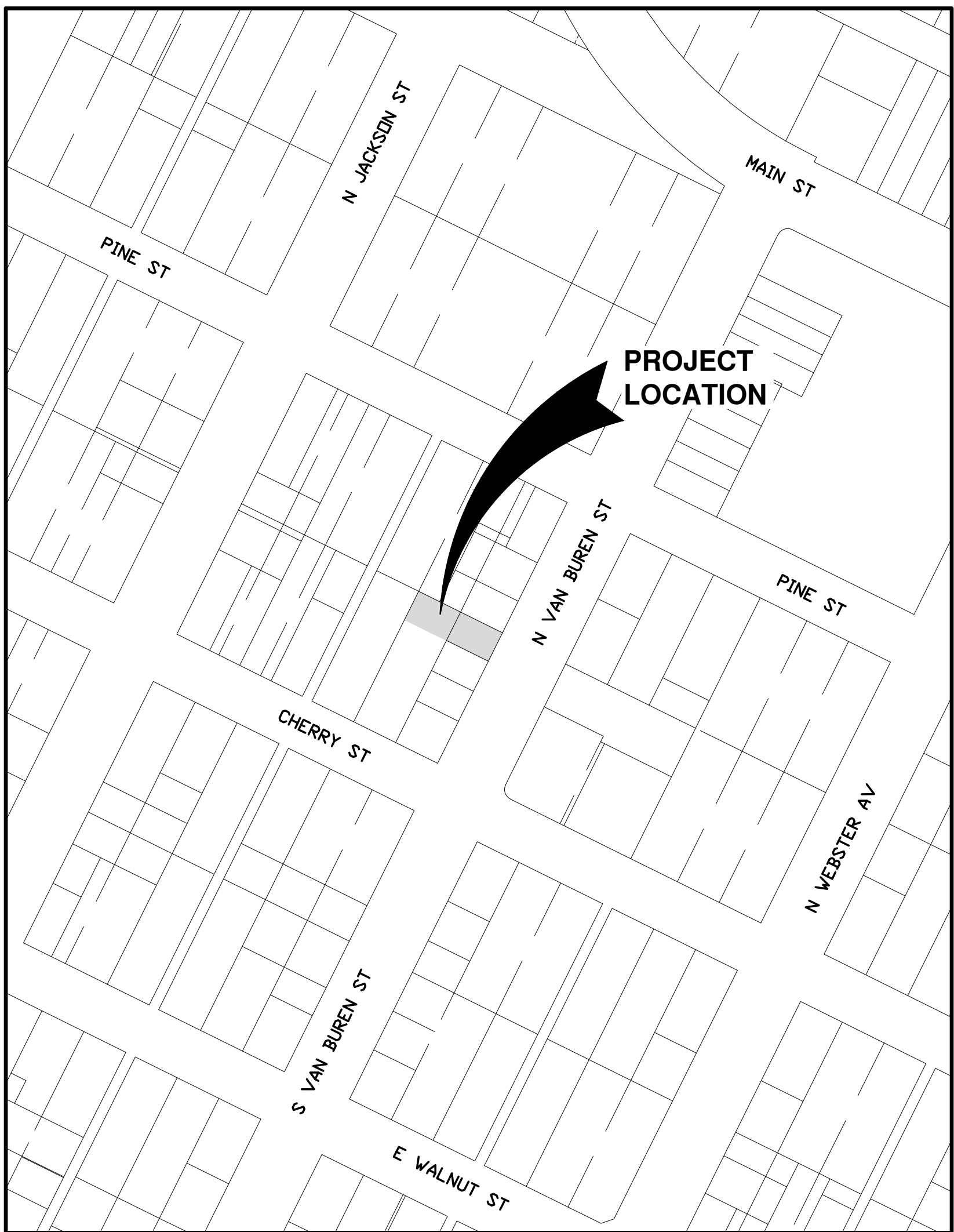
VICINITY MAP

NOTE:
EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE
RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES,
WHETHER SHOWN OR NOT, FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITY
OWNERS SHALL BE NOTIFIED FOR LOCATES BY THE CONTRACTOR 72 HOURS PRIOR TO
EXCAVATION.

NOTE:
ALL EROSION CONTROL MEASURES SHALL
BE IN PLACE PRIOR TO CONSTRUCTION
AND SHALL CONFORM TO THE WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
CONSTRUCTION SITE EROSION CONTROL
AND TECHNICAL STANDARDS.

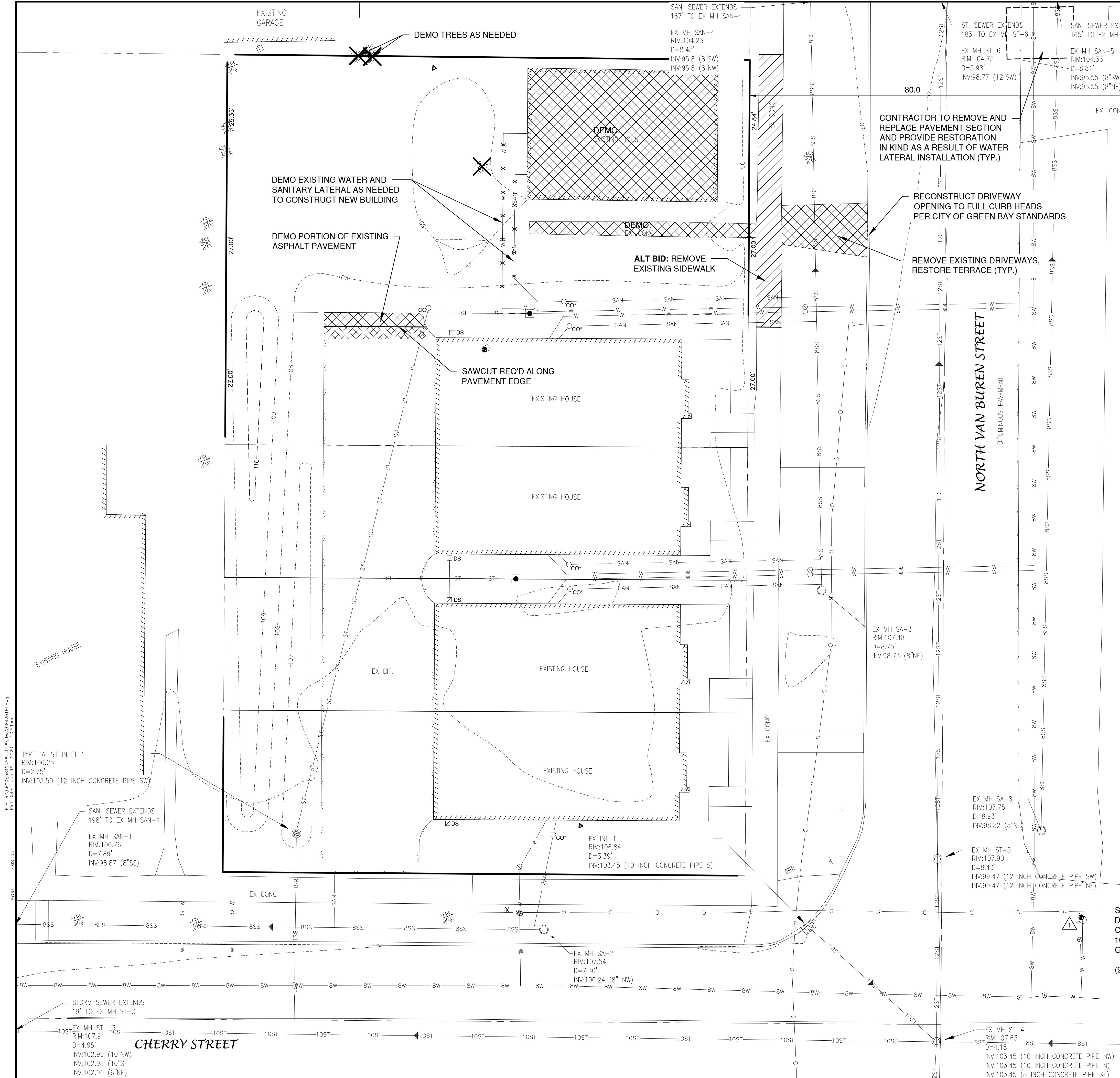
INDEX TO DRAWINGS

SHT. NO.	DESCRIPTION
C	LOCATION MAPS AND INDEX TO DRAWINGS
1	EXISTING SITE CONDITIONS AND DEMOLITION PLAN
2	SITE PLAN
3	UTILITY PLAN
4	GRADING AND EROSION CONTROL PLAN
5	MISCELLANEOUS DETAILS
6	EROSION CONTROL - INLET PROTECTION TYPES A, B, C AND D AND MISCELLANEOUS DETAILS
7	EROSION CONTROL - INLET PROTECTION TYPE D-HR AND TYPE D-M
8	EROSION CONTROL - SHEET FLOW DETAILS
9	EROSION CONTROL - TRACKOUT CONTROL PRACTICES
10	EROSION CONTROL - CHANNEL APPLICATION DETAILS
11	EROSION CONTROL - SLOPE APPLICATION DETAILS



LOCATION MAP

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN BDR	WHITNEY PARK TOWNHOMES EXPANSION FOR GB REAL ESTATE INVESTMENTS, LLC. CITY OF GREEN BAY BROWN COUNTY, WISCONSIN	DATE 06/2020 FILE 5642016C JOB NO. 5642016	Robert E. Lee & Associates, Inc. ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES 1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155 920-662-9641 www.releecinc.com	SHEET NO. C
								CHECKED JCS		LOCATION MAP AND INDEX TO DRAWINGS		
								DESIGNED BDR				



SITE SOILS

ALLENDALDE LOAMY FINE SAND

THERE IS NO 100-YEAR FLOODPLAIN OR FLOOD FRINGE WITHIN THE SITE.

LEGEND

	FIRE HYDRANT		POWER POLE		DECIDUOUS TREE
	WATER VALVE/CURB STOP		POWER POLE W/GUY WIRE		CONIFEROUS TREE
	WATER MANHOLE		LIGHT POLE		BUSH
	REDUCER/INCREASER		TRAFFIC SIGNAL POLE		RIP RAP
	SANITARY MANHOLE		ELECTRIC MANHOLE		CULVERT
	AIR RELIEF MANHOLE		ELECTRIC METER		CONCRETE
	STORM MANHOLE		TELEPHONE MANHOLE		WETLANDS
	OPEN STORM MANHOLE		TELEPHONE PEDESTAL		HANDICAP PARKING
	STORM INLET		CABLE TV MANHOLE		
	STORM INLET MANHOLE		GAS VALVE		
	TANK COVER		GAS METER		
	SOIL BORING		MAILBOX		
	POST		SIGN		
	IRON PIPE/ROD		BOLLARD		
	PK NAIL				
	EDGE OF ASPHALT		SANITARY SEWER (SIZE NOTED)		
	EDGE OF GRAVEL		FORCE MAIN (SIZE NOTED)		
	CURB & GUTTER		STORM SEWER (SIZE NOTED)		
	TREE/BRUSH LINE		WATERMAIN (SIZE NOTED)		
	CONTOUR LINE		GAS LINE		
	RETAINING WALL		OVERHEAD TELEPHONE LINE		
	GUARD RAIL		UNDERGROUND TELEPHONE LINE		
	FENCE		OVERHEAD ELECTRIC LINE		
			UNDERGROUND ELECTRIC LINE		
			OVERHEAD CABLE TV LINE		
			CABLE TV LINE		
			FIBER OPTIC LINE		
			R/W LINE		
			PROPERTY LINE		
			EASEMENT LINE		
			BUILDING SETBACK LINE		
			SECTION LINE		

GR. GRAVEL	WM WATERMAIN	VPC VERTICAL POINT OF CURVATURE	B-B BACK TO BACK (OF CURB)
BIT. BITUMINOUS	HYD. HYDRANT	VPI VERTICAL POINT OF INTERSECTION	F-F FACE TO FACE (OF CURB)
ASPH. ASPHALT	WV WATER VALVE	VPT VERTICAL POINT OF TANGENCY	R/W RIGHT OF WAY
CONC. CONCRETE	SAN SANITARY SEWER	PC POINT OF CURVATURE	T/C TOP OF CURB
SW SIDEWALK	MH MANHOLE	PI POINT OF INTERSECTION	F/L FLOW LINE
BLDG BUILDING	ST STORM SEWER	PT POINT OF TANGENCY	C/L CENTERLINE
HSE HOUSE	CB CATCH BASIN	R RADIUS	R/L REFERENCE LINE
PED PEDESTAL	TELE TELEPHONE	EX EXISTING	INV. INVERT
PP POWER POLE	ELEC ELECTRIC	PR PROPOSED	CMP CORRUGATED METAL PIPE
LP LIGHT POLE	TV TELEVISION	EOR END OF RADIUS	RCP REINFORCED CONCRETE PIPE
BM BENCH MARK	STA. STATION	BOC BACK OF CURB	CULV. CULVERT

OWNER INFORMATION:

GB REAL ESTATE INVESTMENTS, LLC.
300 NORTH VAN BUREN STREET
GREEN BAY, WI 54301

813-500-0296

CONTACT: GARRITT BADER - GB@gb-re.com

UTILITY INFORMATION:

UTILITIES PRESENT:
CITY OF GREEN BAY UTILITIES, AT&T DISTRIBUTION, AND WISCONSIN PUBLIC SERVICE CORP.

UTILITIES SHOWN ON THIS MAP ARE BASED ON LOCATES FROM:

DIGGER'S HOTLINE TICKET NUMBER 20182701333 & DATE 7/12/18, VISIBLE OBSERVATION (--DATE--) AND RECORD UTILITY PLAN DOCUMENTS. UTILITY LINE LOCATIONS SHOULD BE VERIFIED PRIOR TO ANY DIGGING. THIS SITE MAY CONTAIN BURIED UTILITIES NOT IDENTIFIED ON THIS MAP.

DIGGERS HOTLINE = 1-800-242-8511

SANITARY/STORM SEWER:
DEPARTMENT OF PUBLIC WORKS
CITY OF GREEN BAY
100 N. JEFFERSON ST.
GREEN BAY, WI 54301

(920) 448-3100

WATER:
GREEN BAY WATER DEPARTMENT
631 S. ADAMS ST.
GREEN BAY, WI 54301

(920)448-3480

GAS & ELECTRIC:
WISCONSIN PUBLIC SERVICE CORP.
700 N. ADAMS ST.
GREEN BAY, WI 54307

(800) 797-7434

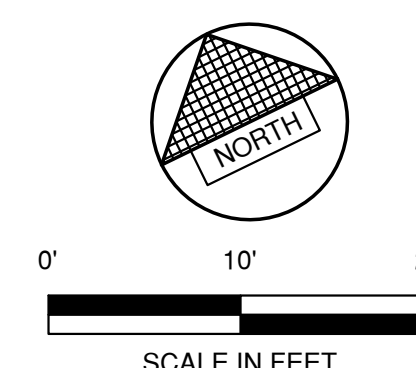
TELECOMMUNICATIONS:
AT & T / SBC
205 S. JEFFERSON ST.
GREEN BAY, WI 54301

(920) 433-4147

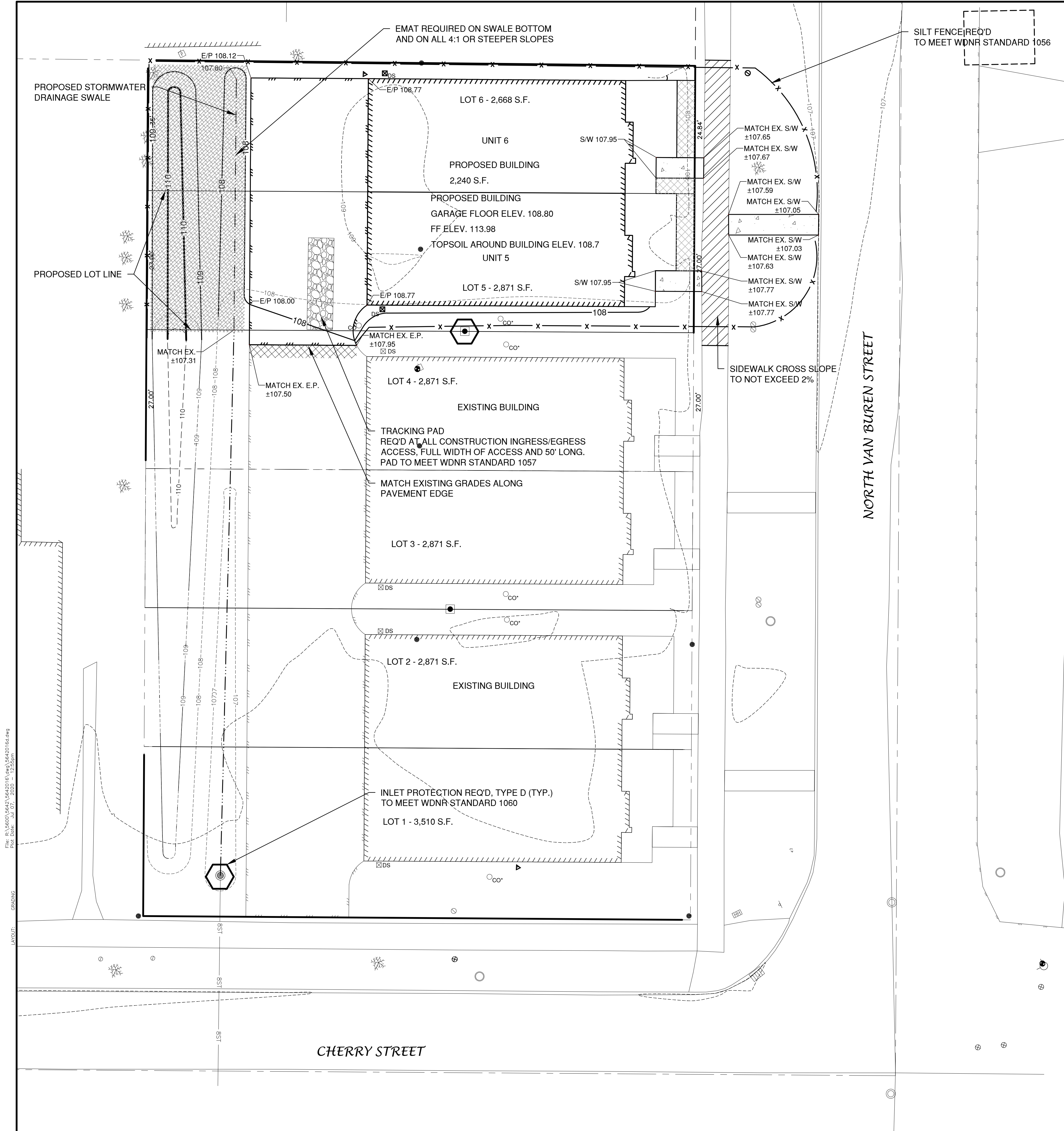


TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

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



NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN BDR	WHITNEY PARK TOWNHOMES EXPANSION FOR GB REAL ESTATE INVESTMENTS, LLC. CITY OF GREEN BAY BROWN COUNTY, WISCONSIN	EXISTING SITE CONDITIONS AND DEMOLITION PLAN	DATE 06/20/20 FILE 5642016T JOB NO. 5642016	Robert E. Lee & Associates, Inc. ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES 1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155 920-662-9641 www.releinc.com	SHEET NO. 1
								CHECKED BBB					
								DESIGNED BDR					



LEGEND

- T/C 999.99 TOP OF CURB ELEVATION
- F/L 888.88 FLOW LINE ELEVATION
- S/W 666.66 TOP OF SIDEWALK ELEVATION
- E/P 555.55 EDGE OF PAVEMENT ELEVATION
- R/W 444.44 TOP OF RETAINING WALL ELEVATION
- 333.33 GROUND ELEVATION
- DRAINAGE SWALE
- - - DRAINAGE DIVIDE
- x - SILT FENCE
- BALE DITCH CHECK
- FLOW ARROW
- TRACKING PAD
- EROSION MAT
- INLET PROTECTION

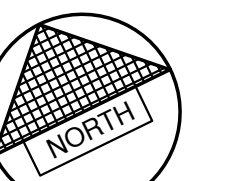
EROSION CONTROL

ALL EROSION CONTROL PRACTICES INDICATED ON THIS PLAN ARE APPROXIMATE LOCATIONS ONLY. THE ACTUAL SITE MAY REQUIRE MORE OR LESS EROSION CONTROL DEPENDING ON THE CURRENT CONDITION OF THE SITE.

- SILT FENCE IS REQUIRED DOWNSLOPE OF ANY DISTURBED LAND THAT MAY CARRY SEDIMENTS OFF SITE.
- A TRACKING PAD IS REQUIRED AT ANY INGRESS/EGRESS LOCATION, WHERE SEDIMENT MAY BE TRACKED OFF-SITE.
- PROPER INLET PROTECTION SHALL BE USED DEPENDING ON THE INLET TYPE.
- ALL NECESSARY SITE DEWATERING SHALL BE PERFORMED IN ACCORDANCE WITH WDNr TECHNICAL STANDARD 1061.
- TYPE D INLET PROTECTION REQUIRED ON FIRST INLETS DOWNSTREAM OF CONSTRUCTION SITE ON CHERRY STREET AND NORTH VAN BUREN STREET.

CONSTRUCTION SEQUENCE

- INSTALL INLET PROTECTION (7/6/20)
- INSTALL TRACKING PAD (7/6/20)
- INSTALL PERIMETER SILT FENCE (7/6/20)
- STRIP TOPSOIL (7/6/20)
- DEMOLISH EXISTING STRUCTURES AND UTILITIES (7/13/20)
- EXCAVATE SWALE AND INSTALL UTILITIES (7/20/20)
- BEGIN BASEMENT EXCAVATION, USE EXCAVATED SOIL FOR BERM ALONG WEST SIDE OF THE PARCEL (8/3/20)
- BEGIN FOUNDATION FOOTING AND WALLS (8/10/20)
- BACKFILL FOUNDATIONS AND CONSTRUCT STRUCTURES (8/24/20)
- PAVE/CONCRETE (11/1/20)
- TOPSOIL, SEED AND MULCH (3/1/21)
- REMOVE EROSION CONTROL ONCE SITE REACHES 70% STABILIZATION (5/1/21) PROJECT COMPLETION



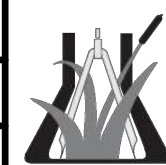
0' 10' 20'
SCALE IN FEET

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN BDR
								CHECKED BBB
								DESIGNED BDR

WHITNEY PARK TOWNHOMES EXPANSION
FOR GB REAL ESTATE INVESTMENTS, LLC.
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

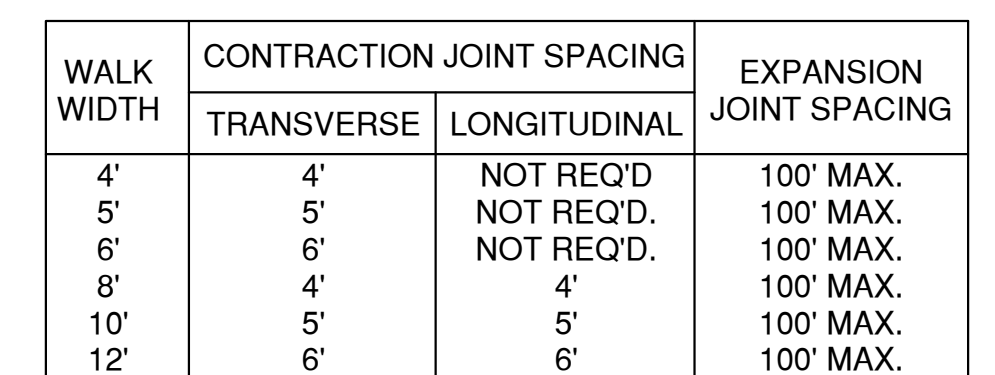
GRADING AND EROSION CONTROL PLAN

DATE 03/2020
FILE 5642016D
JOB NO. 5642016



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1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
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SHEET NO.
4



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

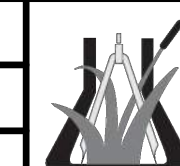
RECONSTRUCT CURB

CITY OF GREEN BAY
STANDARD SPECIFICATION
2018 EDITION

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN BDR
								CHECKED
								BBB
								DESIGNED

MISCELLANEOUS DETAILS

DATE	02/2020
FILE	DETAILS
JOB NO.	5642016



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 1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
 920-662-9641 www.releeinc.com

SHEET NO

5

INLET PROTECTION DEVICES SHALL BE IN ACCORDANCE WITH
WDNR TECHNICAL STANDARD 1060, STORM DRAIN INLET
PROTECTION FOR CONSTRUCTION SITES.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30" MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY, CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE, THE TIES SHALL BE PLACED AT THE MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

1. TAPER BOTTOM OF BAG TO MAINTAIN THREE INCHES OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.
2. GEOTEXTILE FABRIC TYPE FF FOR FLAPS, TOP AND BOTTOM OF THE OUTSIDE OF FILTER BAG. FRONT, BACK AND BOTTOM OF FILTER BAG BEING ONE PIECE.
3. FRONT LIFTING FLAP IS TO BE USED WHEN REMOVING AND MAINTAINING FILTER BAG.
4. SIDE FLAPS SHALL BE A MAXIMUM OF TWO INCHES LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.
5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" X 4". THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.

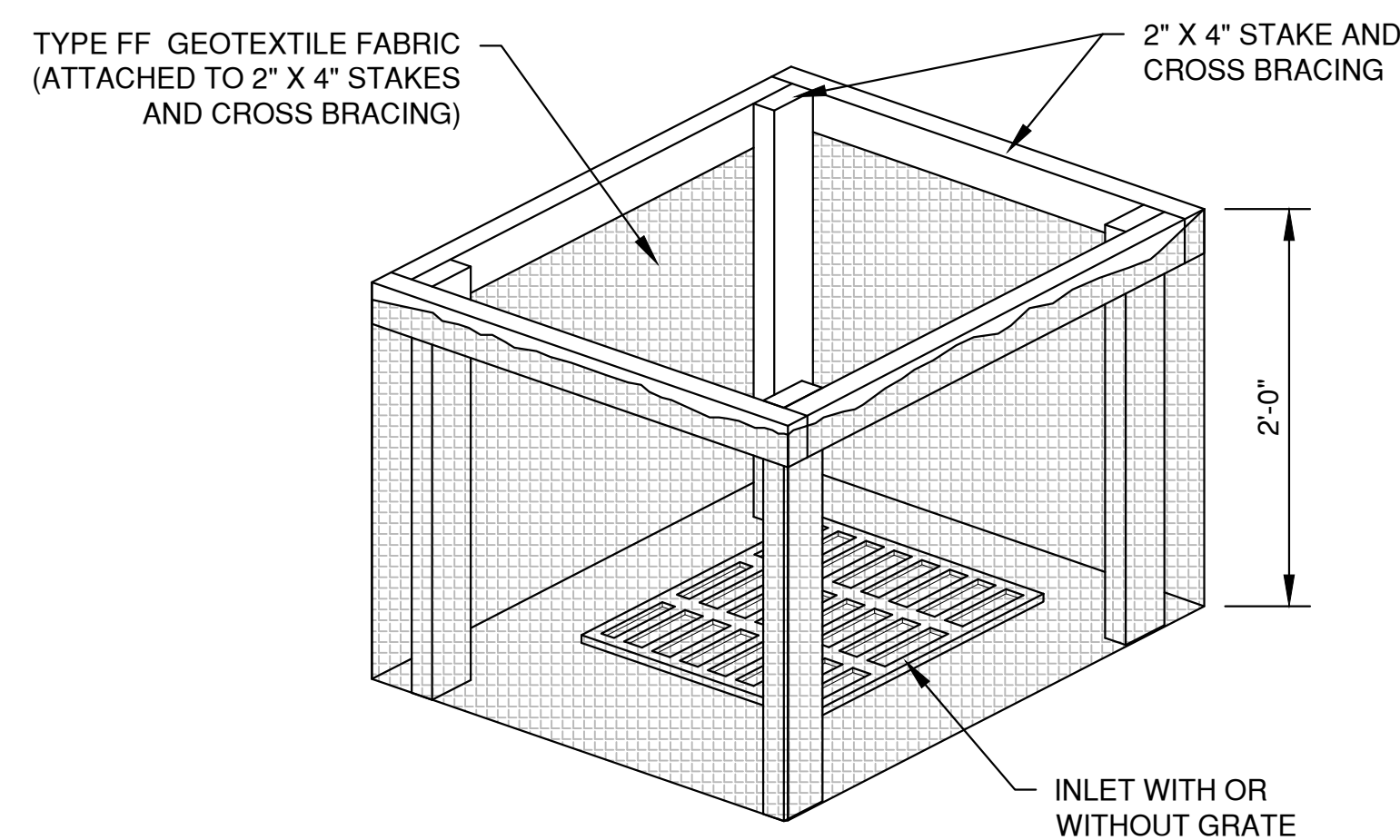


Diagram illustrating the installation of Type FF Geotextile Fabric. The fabric is shown extending a minimum of 10" around the grate perimeter for maintenance or removal.



FLAP POCKET
SEE NOTE 5

WOOD 2" X 4" EXTENDS 8" BEYOND
GRATE WIDTH ON BOTH SIDES,
LENGTH VARIES. SECURE TO
GRATE WITH PLASTIC TIES.

TYPE FF GEOTEXTILE FABRIC
(EXTEND FABRIC A MINIMUM OF
10" AROUND GRATE PERIMETER
FOR MAINTENANCE OR
REMOVAL)

INLET PROTECTION, TYPE D

(CAN BE INSTALLED IN INLETS WITH OR WITHOUT CURB BOXES)

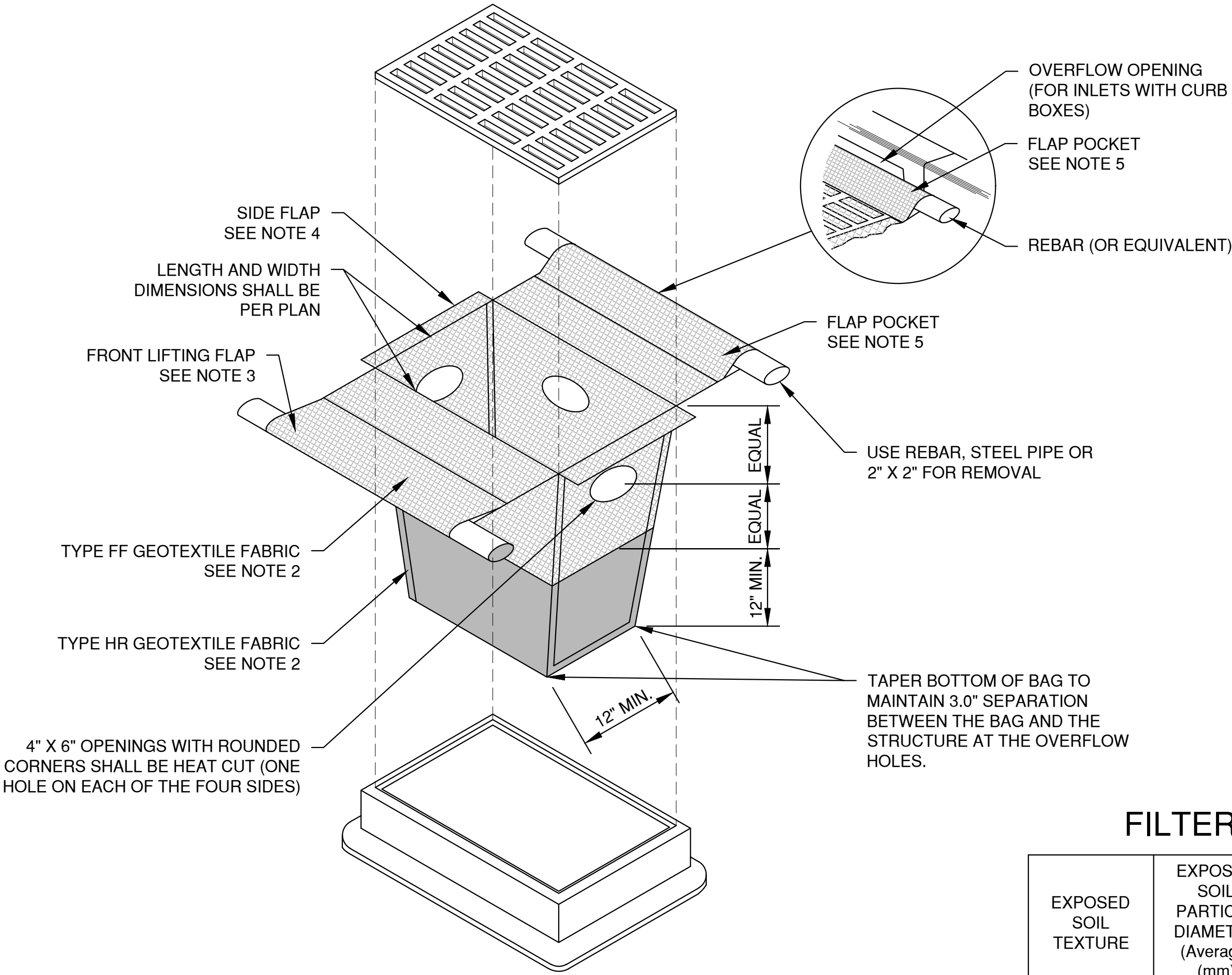
NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN	WHITNEY PARK TOWNHOMES EXPANSION FOR GB REAL ESTATE INVESTMENTS, LLC. CITY OF GREEN BAY BROWN COUNTY, WISCONSIN	EROSION CONTROL INLET PROTECTION TYPES A, B, C AND D AND MISCELLANEOUS DETAILS	DATE	 Robert E. Lee & Associates, Inc. ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES 1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155 920-662-9641 www.releeinc.com	SHEET NO.
								CHECKED			03/2020		
								BBB			FILE		
								DESIGNED			EROSION CONTROL		
								BDS			JOB NO.		
									66201				

NOTES:

- 1. TAPER BOTTOM OF BAG TO MAINTAIN THREE INCHES OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.
- 2. GEOTEXTILE FABRIC TYPE FF FOR FLAPS AND TOP HALF OF FILTER BAG. GEOTEXTILE FABRIC TYPE HR FOR BOTTOM HALF OF FILTER BAG. FRONT, BACK AND BOTTOM OF FILTER BAG BEING ONE PIECE.
- 3. FRONT LIFTING FLAP IS TO BE USED WHEN REMOVING AND MAINTAINING FILTER BAG.
- 4. SIDE FLAPS SHALL BE A MAXIMUM OF TWO INCHES LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.
- 5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" X 4". THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.

MAINTENANCE NOTES:

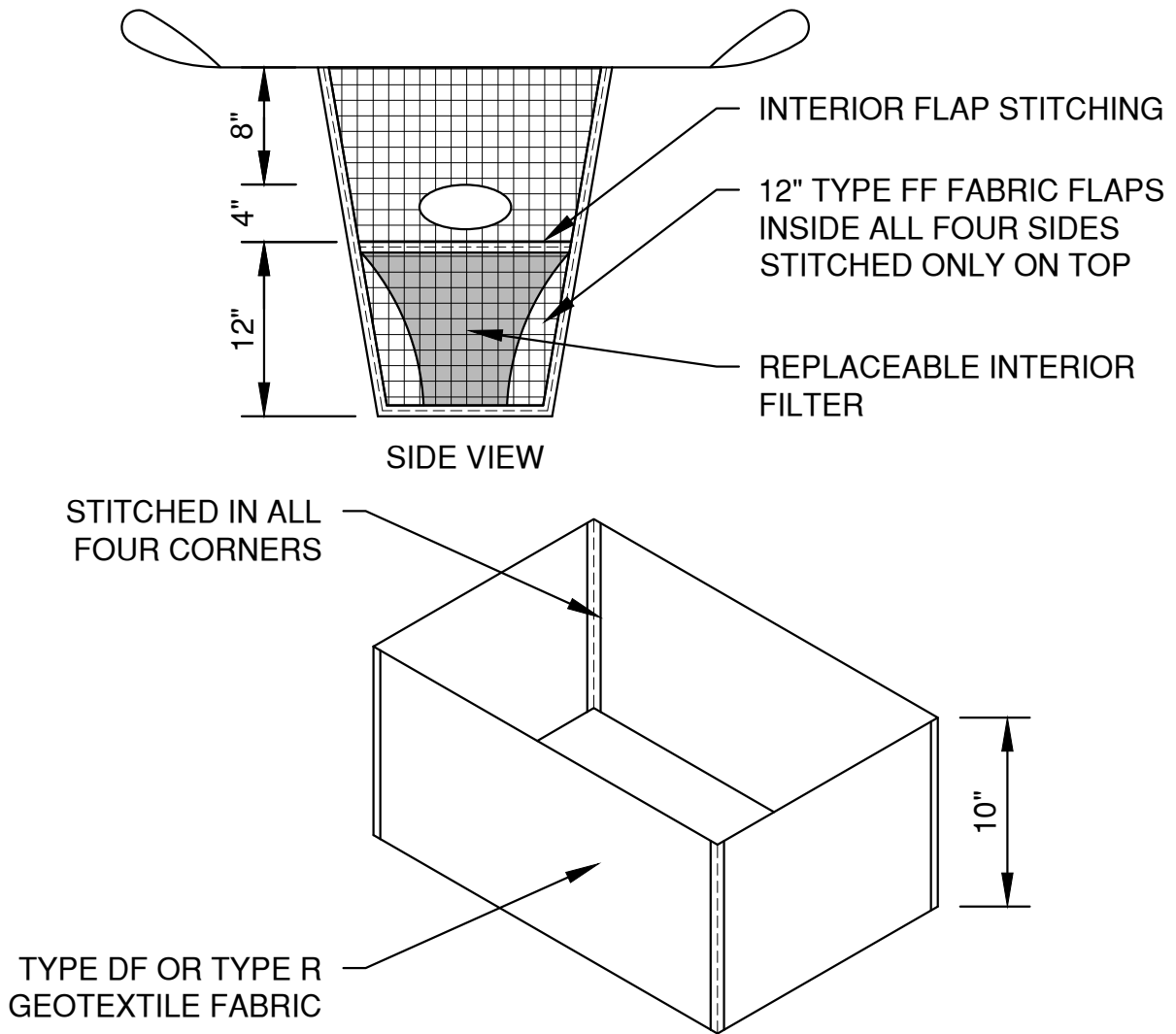
WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.



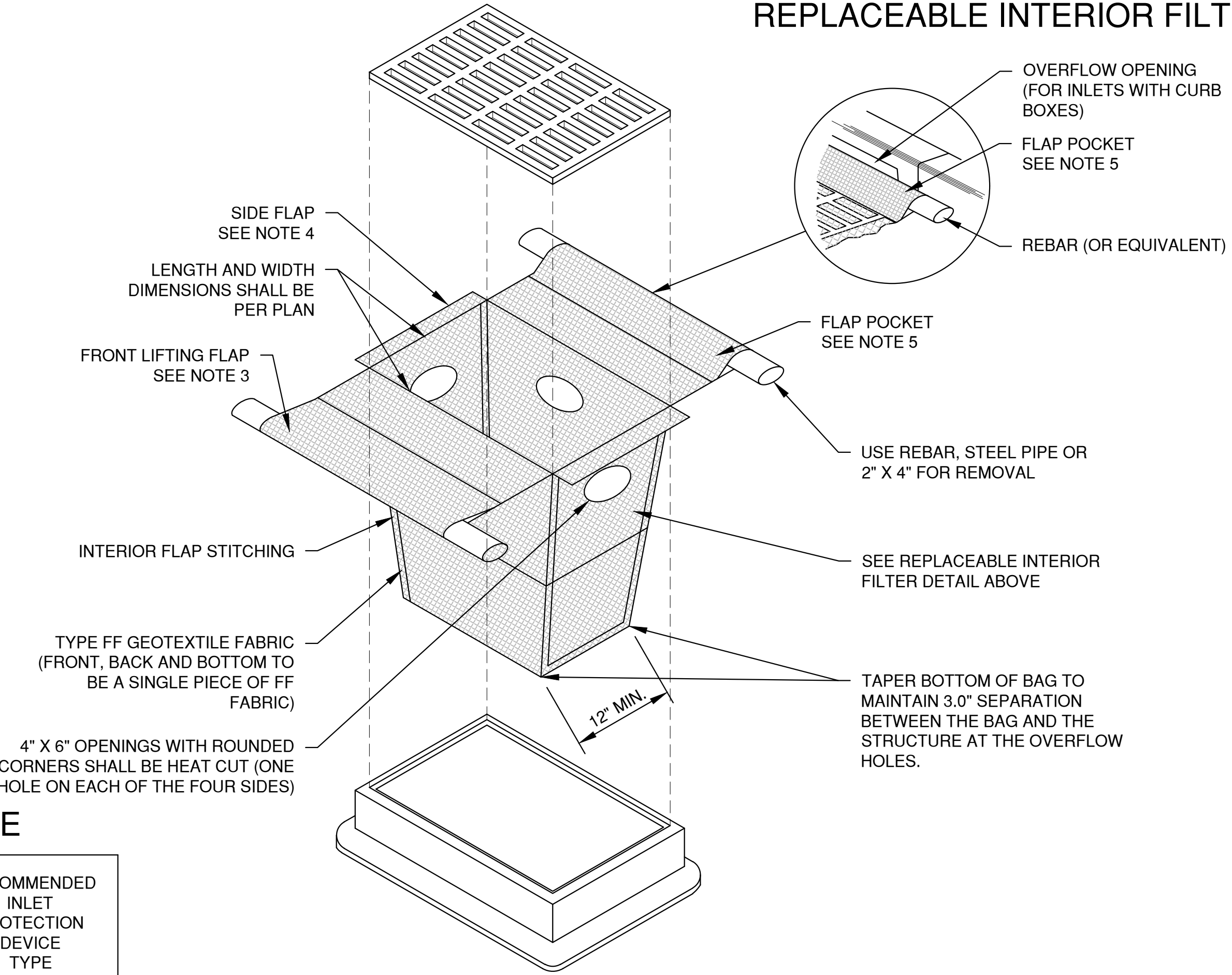
INLET PROTECTION, TYPE D-HR
(CAN BE INSTALLED IN INLETS WITH OR WITHOUT CURB BOXES)

NOTES:

- 1. TAPER BOTTOM OF BAG TO MAINTAIN THREE INCHES OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.
- 2. GEOTEXTILE FABRIC TYPE FF FOR FLAPS, TOP AND BOTTOM OF OUTSIDE OF FILTER BAG. FRONT, BACK AND BOTTOM OF FILTER BAG BEING ONE PIECE.
- 3. FRONT LIFTING FLAP IS TO BE USED WHEN REMOVING AND MAINTAINING FILTER BAG.
- 4. SIDE FLAPS SHALL BE A MAXIMUM OF TWO INCHES LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.
- 5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" X 4". THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.



REPLACEABLE INTERIOR FILTER



INLET PROTECTION, TYPE D-M
(CAN BE INSTALLED IN INLETS WITH OR WITHOUT CURB BOXES)

FILTER FABRIC TYPE

EXPOSED SOIL TEXTURE	EXPOSED SOIL PARTICLE DIAMETER (Average) (mm)	FILTER FABRIC TYPE*	RECOMMENDED INLET PROTECTION DEVICE TYPE
COARSE (SAND)	≥0.0625	FF	D, D-M
MEDIUM (SILT LOAM)	0.0624 - 0.005	DF	D, D-M
FINE (CLAY)	≤ 0.004	R	D-M
		HR	D-HR

* DF, R OR HR FILTERS MAY BE USED WHERE FF IS THE REQUIRED MINIMUM STANDARD. R OR HR MAY BE USED WHERE DF IS THE REQUIRED MINIMUM STANDARD.

** FOLLOW DESIGN CRITERIA OF WDNR TECHNICAL STANDARD 1060

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN BDR
								CHECKED 888
								DESIGNED BDR

WHITNEY PARK TOWNHOMES EXPANSION
FOR GB REAL ESTATE INVESTMENTS, LLC.
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

EROSION CONTROL
INLET PROTECTION
TYPE D-HR AND TYPE D-M

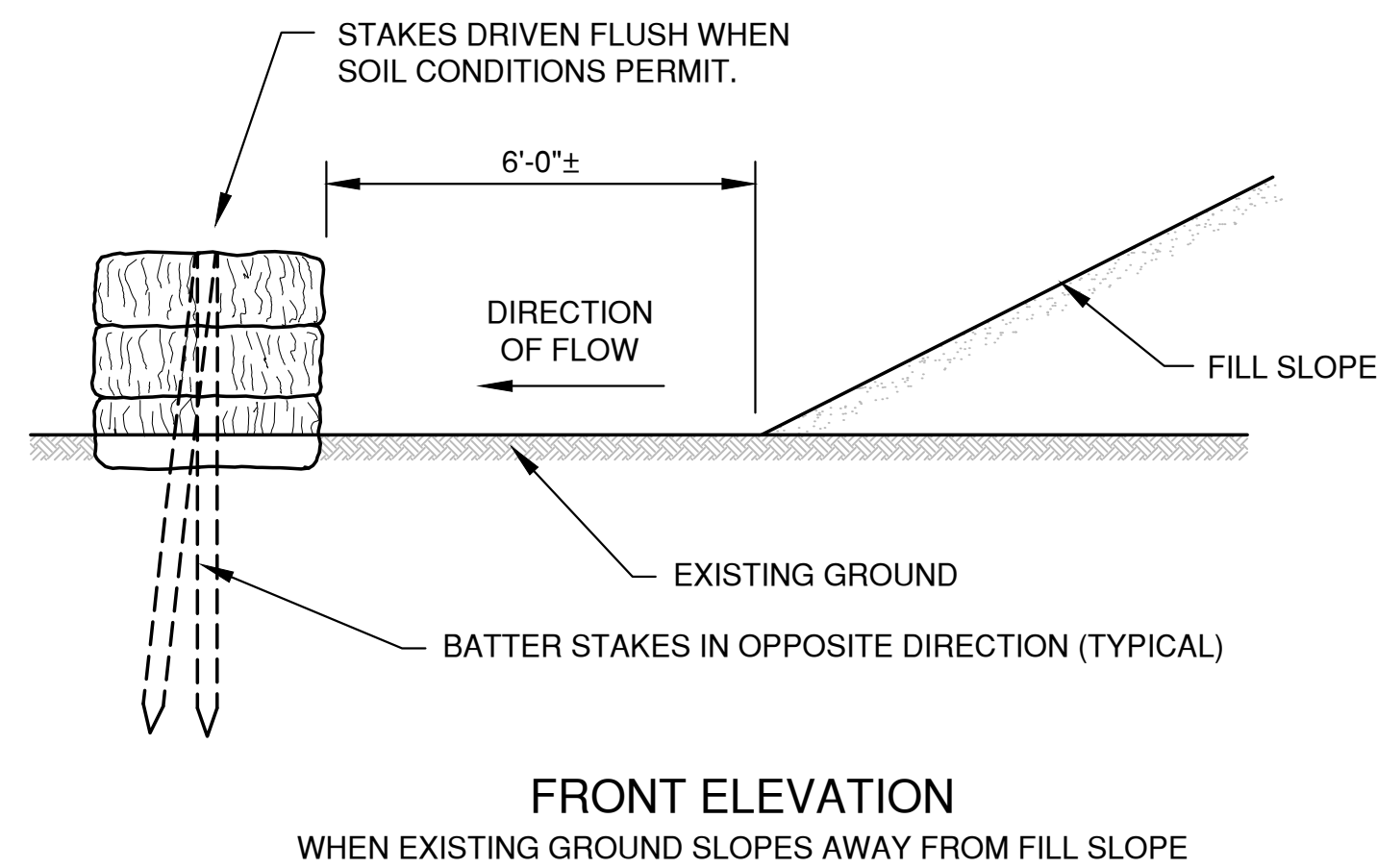
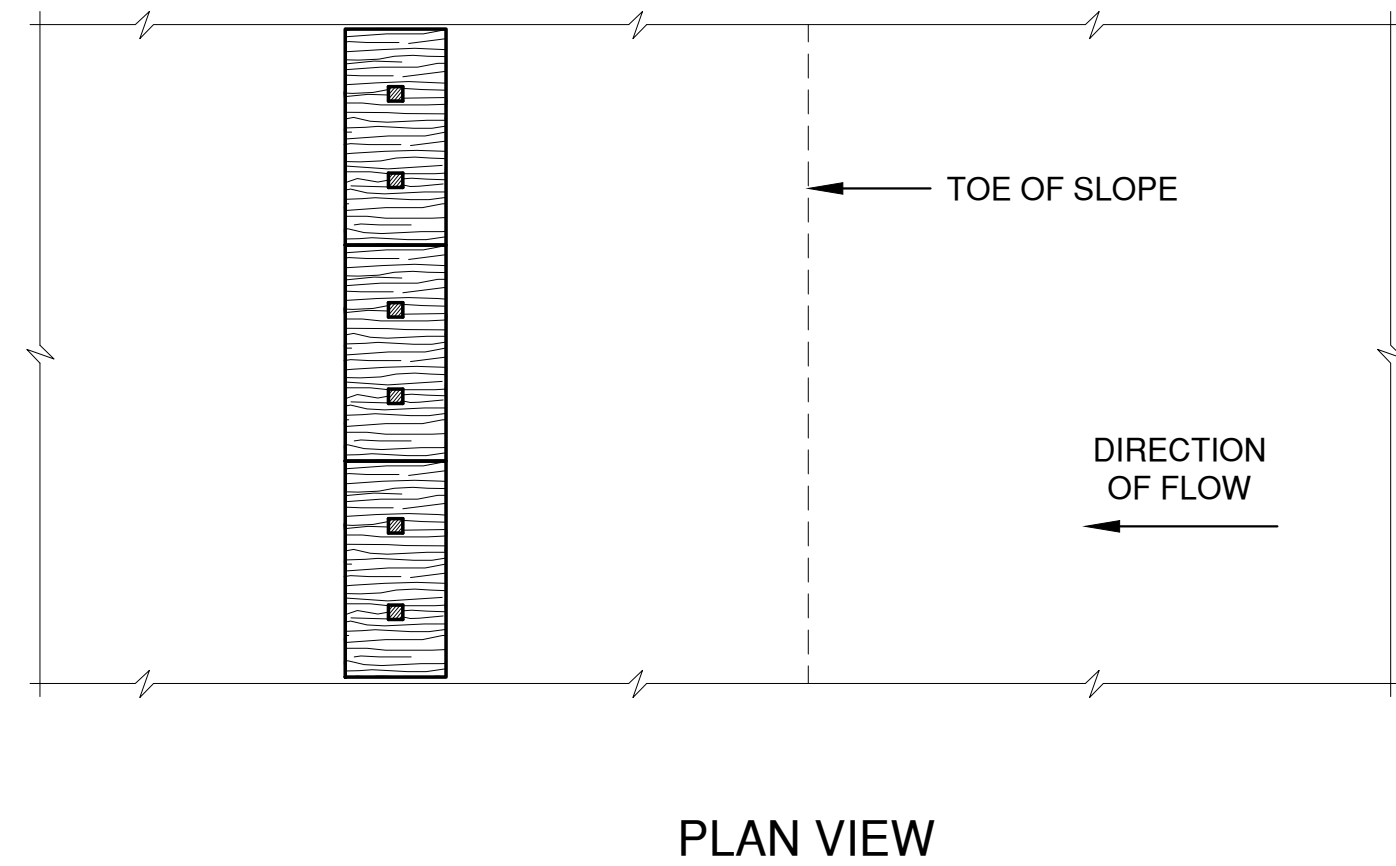
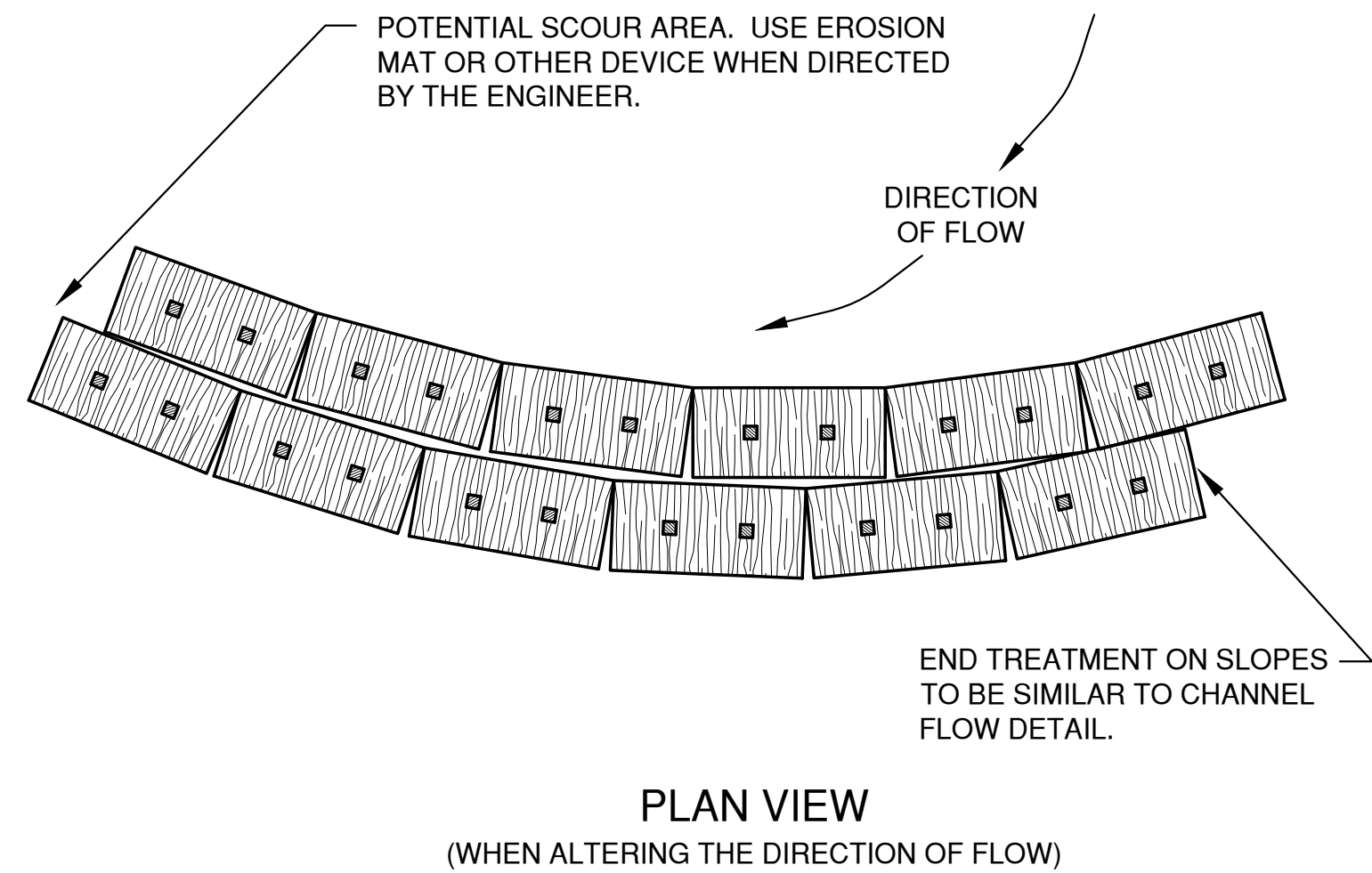
DATE 03/2020
FILE EROSION CONTROL
JOB NO. 5642016



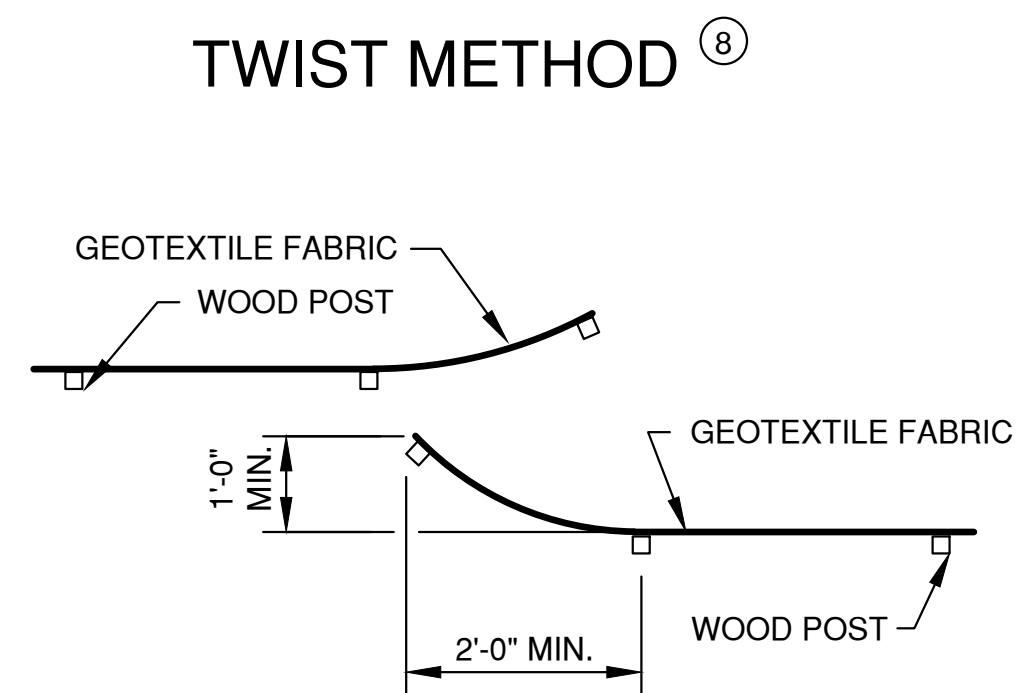
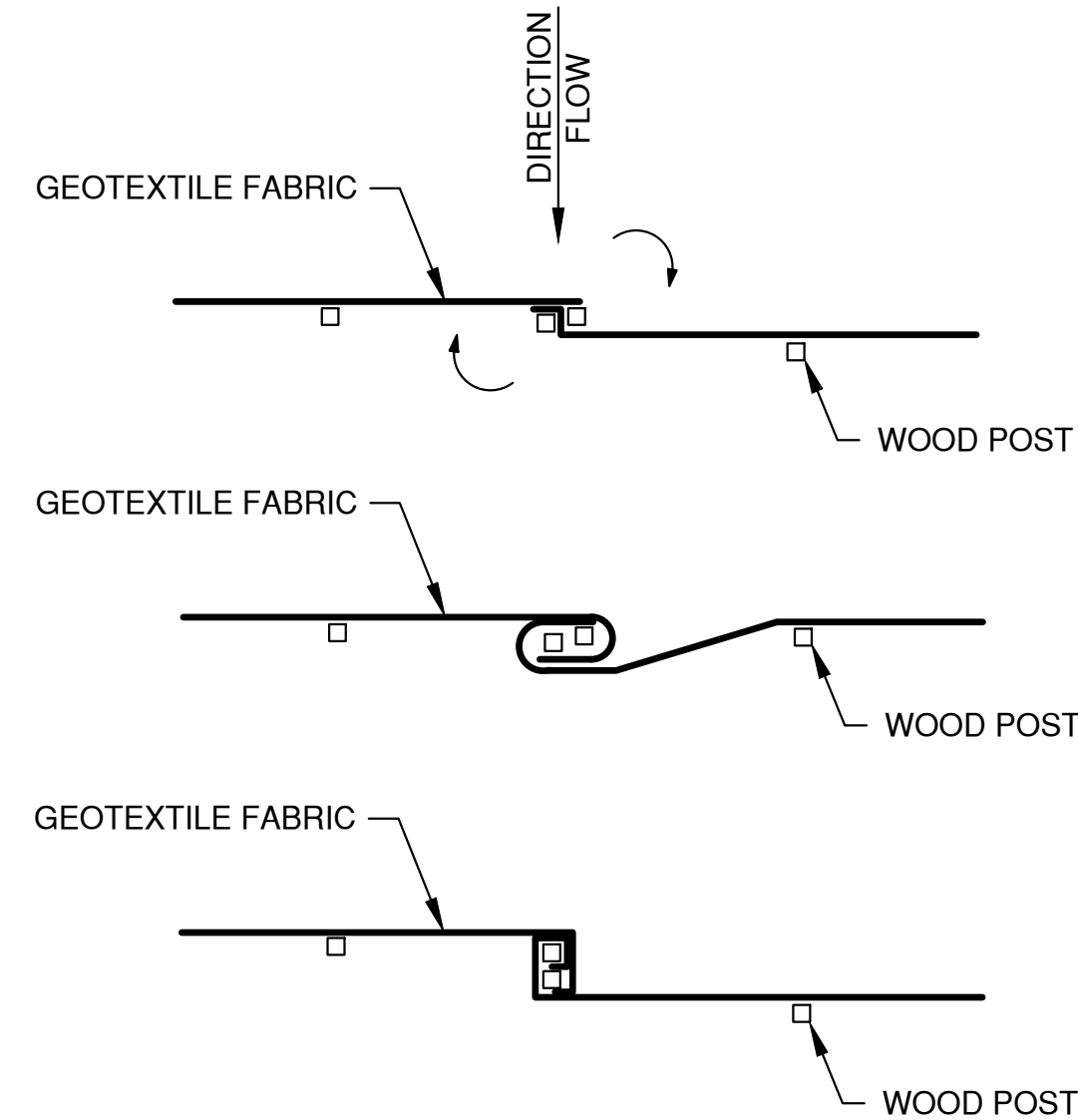
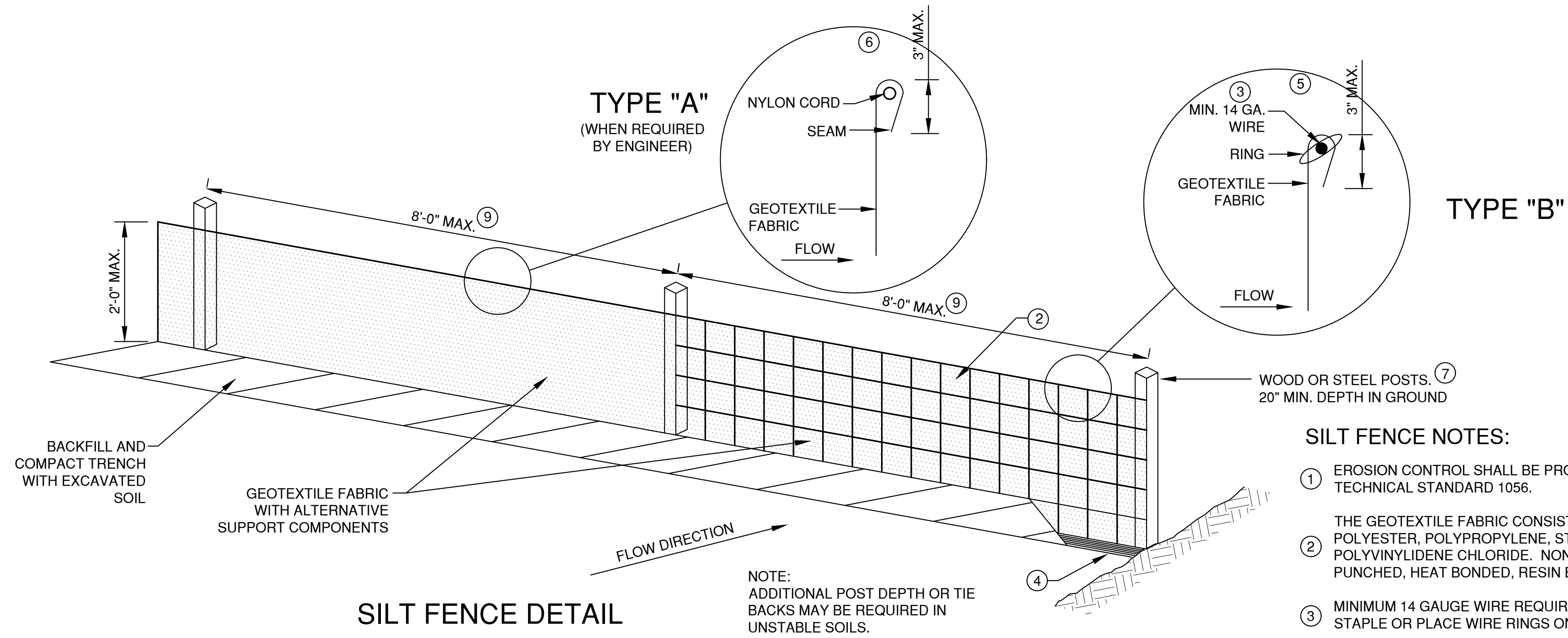
Robert E. Lee & Associates, Inc.
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1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
920-662-9641 www.releeinc.com

SHEET NO. 7

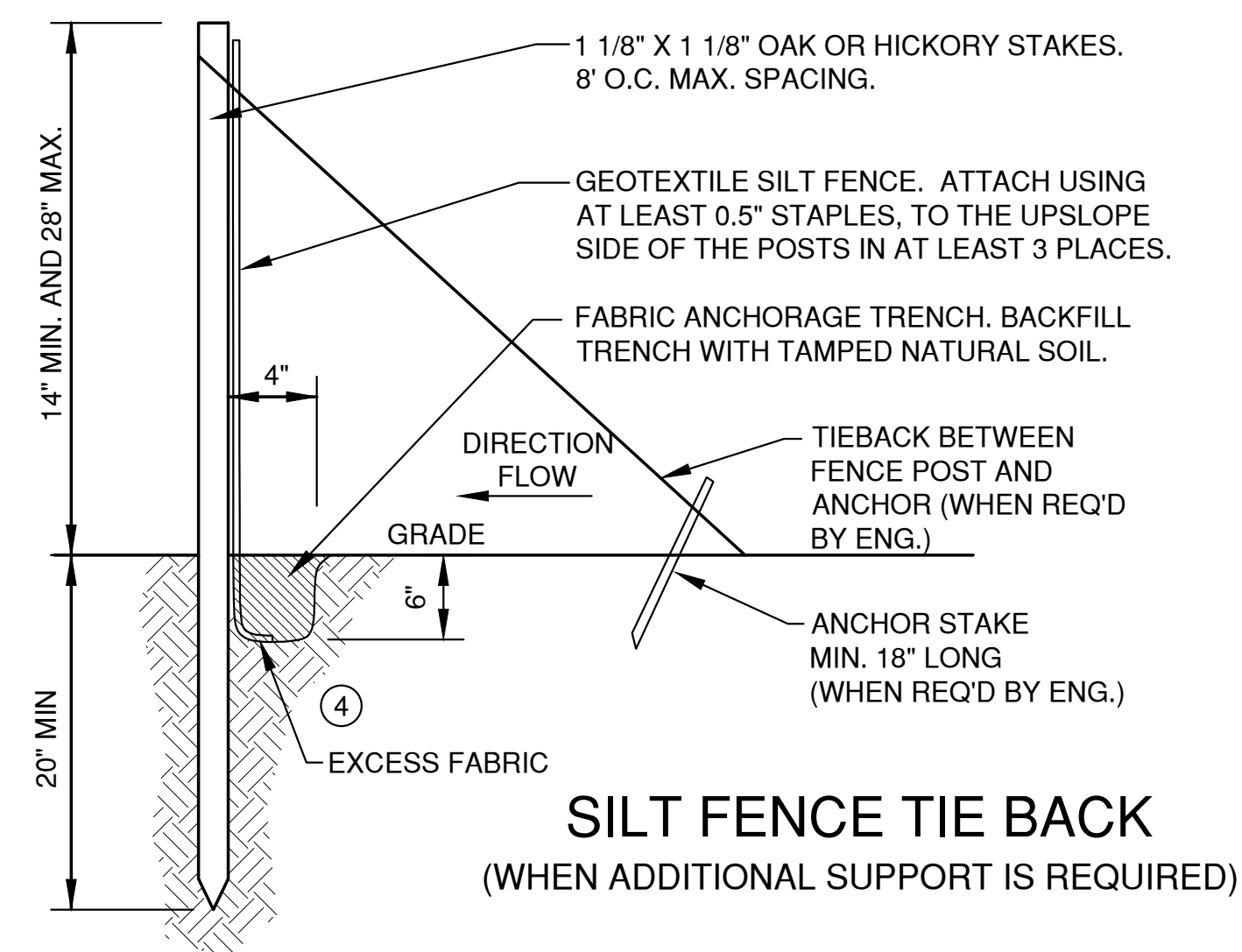
File: P:\3600\5642\5642.dwg EROSION CONTROL.dwg
Plot Date: Jun 19, 2020 11:11 am
LAYOUT: 3 SHEET FLOW
LAYOUT:



EROSION BALES FOR SHEET FLOW



JOINING TWO LENGTHS OF SILT FENCE



EROSION CONTROL SHEET FLOW NOTES:

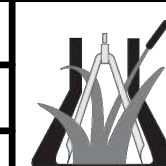
1. ANY SOIL STOCKPILED THAT REMAINS FOR MORE THAN 7 DAYS, SHALL BE COVERED OR TREATED WITH STABILIZATION PRACTICES SUCH AS TEMPORARY OR PERMANENT SEEDING AND MULCHING.
2. A MINIMUM OF 4" OF TOPSOIL MUST BE APPLIED TO ALL AREAS TO BE SEEDDED OR SODDED.
3. ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, WASTEWATER, TOXIC MATERIALS, OR HAZARDOUS MATERIALS) SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO BE CARRIED OFF-SITE BY RUNOFF OR WIND.
4. ALL OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION WORK OR A STORM EVENT SHALL BE CLEANED UP BY THE END OF EACH DAY. **FLUSHING SHALL NOT BE ALLOWED.**
5. ANY SOIL EROSION THAT OCCURS AFTER FINAL GRADING AND/OR THE APPLICATION OF STABILIZATION MEASURES MUST BE REPAIRED AND THE STABILIZATION WORK REDONE.
6. FOR ANY DISTURBED AREA THAT REMAINS INACTIVE FOR GREATER THAN 7 WORKING DAYS, OR WHERE GRADING WORK EXTENDS BEYOND THE PERMANENT SEEDING DEADLINES, THE SITE MUST BE TREATED WITH TEMPORARY STABILIZATION MEASURES SUCH AS SOIL TREATMENT, TEMPORARY SEEDING AND/OR MULCHING.
7. ALL TEMPORARY EROSION CONTROL PRACTICES SHALL BE MAINTAINED UNTIL THE SITE IS STABILIZED WITH 70% VEGETATION AND A NOTICE OF TERMINATION HAS BEEN APPROVED BY THE WDNR.
8. WIND EROSION SHALL BE KEPT TO A MINIMUM DURING CONSTRUCTION. WATERING, MULCH OR A TACKING AGENT MAY NEED TO BE UTILIZED TO PROTECT NEARBY RESIDENCES/WATER RESOURCES.
9. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL THE EROSION CONTROL MEASURES IN CONFORMANCE WITH THE WDNR CONSERVATION PRACTICE STANDARDS LATEST EDITION.
10. UPON COMPLETION OF STORM INLET CONSTRUCTION, INSTALL STORM DRAIN INLET PROTECTION FOR CONSTRUCTION SITE AS SPECIFIED.
11. FINE SEDIMENT ACCUMULATIONS SHALL BE CLEANED FROM STREETS, PRIVATE DRIVES, OR PARKING AREAS BY MANUAL OR MECHANICAL SWEEPING A MINIMUM OF ONCE A WEEK AND BEFORE ALL IMMINENT RAINS
12. EROSION AND SEDIMENT CONTROL STRUCTURES SHALL BE INSPECTED WEEKLY AND WITHIN 24 HOURS OF RAINFALL OF 0.5" OR MORE.

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN BDR
								CHECKED BDB
								DESIGNED BDR

WHITNEY PARK TOWNHOMES EXPANSION
FOR GB REAL ESTATE INVESTMENTS, LLC.
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

EROSION CONTROL SHEET FLOW DETAILS

DATE 03/2020
FILE EROSION CONTROL
JOB NO. 5642016

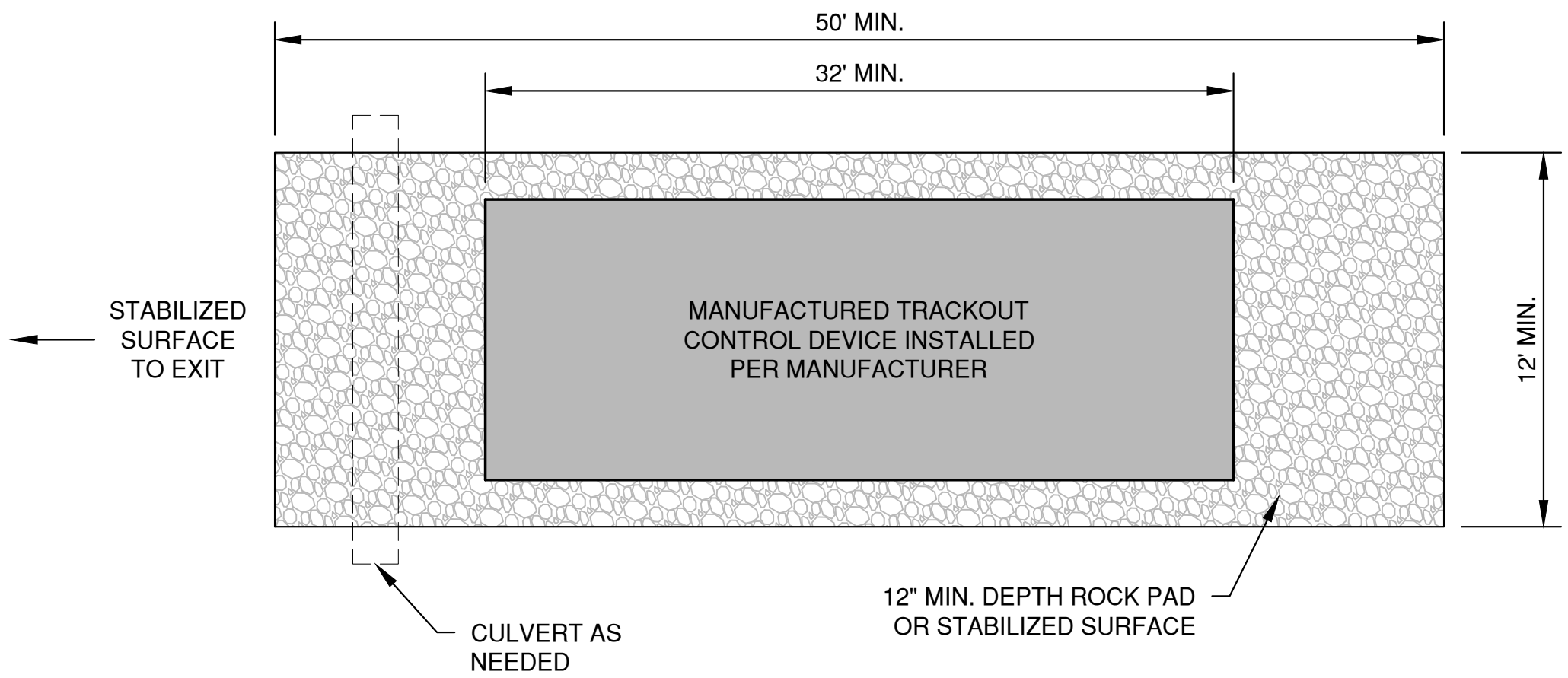


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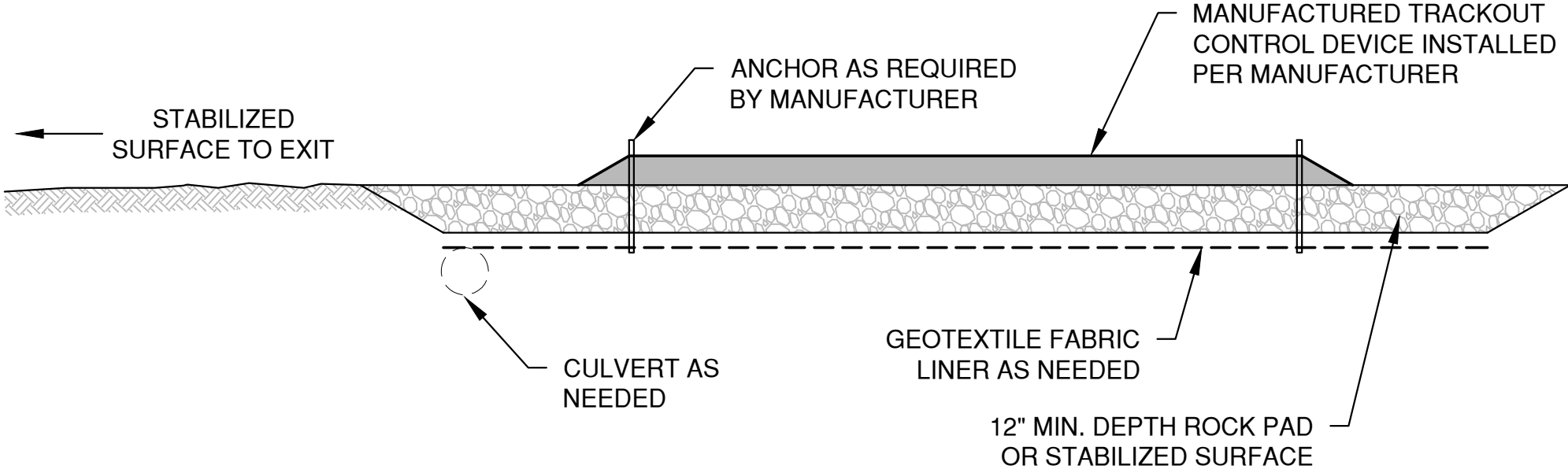
SHEET NO.
8

File: P:\36003-564\36420\10-463 EROSION CONTROL.dwg
Plot Date: Jun 19, 2020 11:11am
LAYOUT: 4 TRACKOUT

* TRACKOUT CONTROL TO BE PROVIDED PER DETAILS BELOW AND IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1057



PLAN VIEW
(NTS)

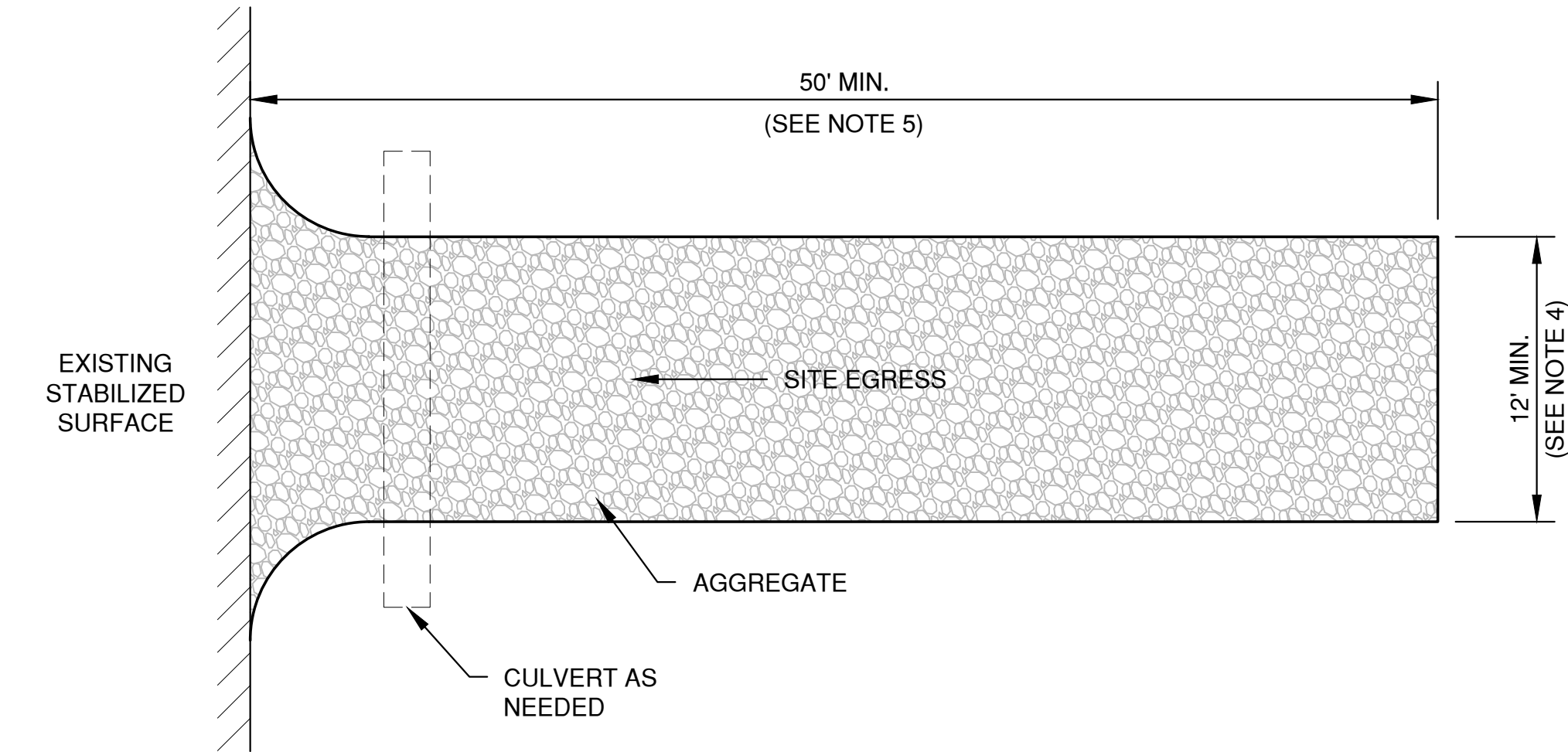


SECTION VIEW

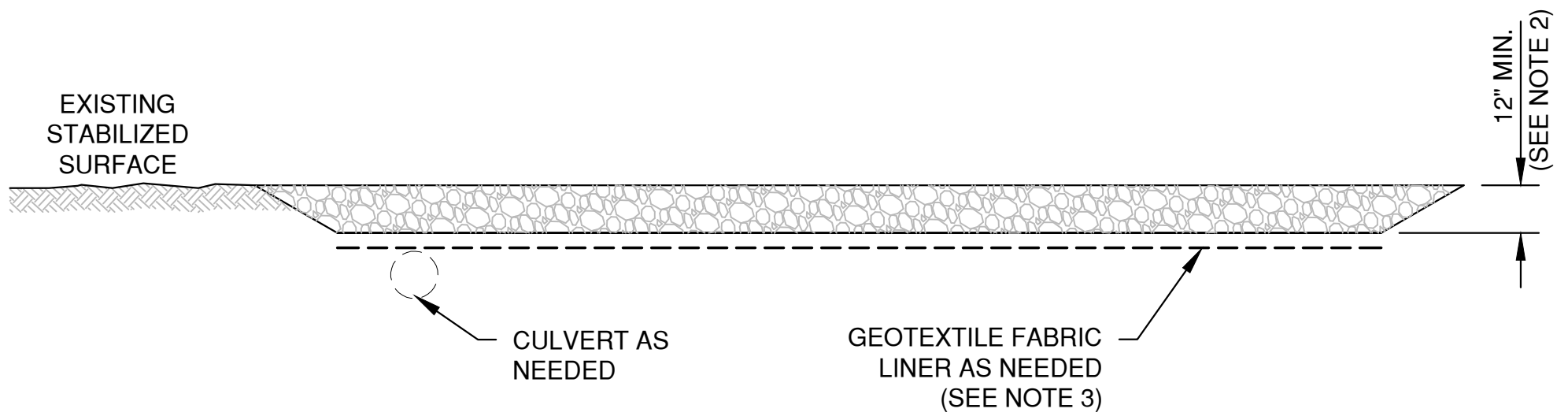
NOTES:

1. THIS DETAIL IS PROVIDED AS AN EXAMPLE. COMPLY WITH MANUFACTURER'S SPECIFICATIONS WHILE ALSO MEETING THE MINIMUM MANUFACTURED TRACKING PAD LENGTH AND WIDTH DESCRIBED IN THIS TECHNICAL STANDARD.
2. INSTALL SUCH THAT RUNOFF FLOWS TO AN APPROVED TREATMENT PRACTICE.
3. A THINNER STONE LAYER OR OTHER STABLE SURFACE MAY BE ACCEPTABLE SUCH THAT RUTTING IS MINIMIZED AS VEHICLES MOUNT OR DISMOUNT FROM THE MANUFACTURERS TRACKOUT CONTROL DEVICE.
4. SELECT FABRIC TYPE BASED ON SOIL CONDITIONS AND VEHICLES LOADING.
5. DIRECT ALL EXISTING VEHICLES OVER MANUFACTURED TRACKOUT CONTROL DEVICE. STONE TRACKING PAD INSTALLATION ACROSS REMAINING ACCESS WIDTH IS RECOMMENDED. A 12' MINIMUM CAN BE USED WHEN EXITING TRAFFIC IS RESTRICTED TO A DEDICATED EGRESS LANE.
6. IF MINIMUM INSTALLATION LENGTH IS NOT POSSIBLE DUE TO SITE GEOMETRY, INSTALL THE MAXIMUM LENGTH PRACTICABLE AND SUPPLEMENT WITH ADDITIONAL PRACTICES AS NEEDED.
7. ACCOMMODATE EXITING VEHICLES IN EXCESS OF MANUFACTURED TRACKOUT CONTROL DEVICE WEIGHT CAPACITY WITH OTHER TREATMENT PRACTICES.

MANUFACTURED TRACKOUT CONTROL DETAIL



PLAN VIEW
(NTS)



SECTION VIEW

NOTES:

1. USE HARD, DURABLE, ANGULAR STONE OR RECYCLED CONCRETE, MEETING THE FOLLOWING GRADATION:

SIEVE SIZE:	PERCENT BY WEIGHT PASSING:
3"	100
2 1/2"	90-100
1 1/2"	25-60
3/4"	0-20
3/8"	0-5
2. SLOPE THE STONE TRACKING PAD IN A MANNER TO DIRECT RUNOFF TO AN APPROVED TREATMENT PRACTICE.
3. SELECT FABRIC TYPE BASED ON SOIL CONDITIONS AND VEHICLES LOADING.
4. INSTALL TRACKING PAD ACROSS FULL WIDTH OF THE ACCESS POINT, OR RESTRICT EXISTING TRAFFIC TO A DEDICATED EGRESS LANE AT LEAST 12 FEET WIDE ACROSS THE TOP OF THE PAD.
5. IF A 50' PAD LENGTH IS NOT POSSIBLE DUE TO SITE GEOMETRY, INSTALL THE MAXIMUM LENGTH PRACTICABLE AND SUPPLEMENT WITH ADDITIONAL PRACTICES AS NEEDED.

STONE TRACKING PAD DETAIL

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN BDR
								CHECKED BBB
								DESIGNED BDR

WHITNEY PARK TOWNHOMES EXPANSION
FOR GB REAL ESTATE INVESTMENTS, LLC.
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

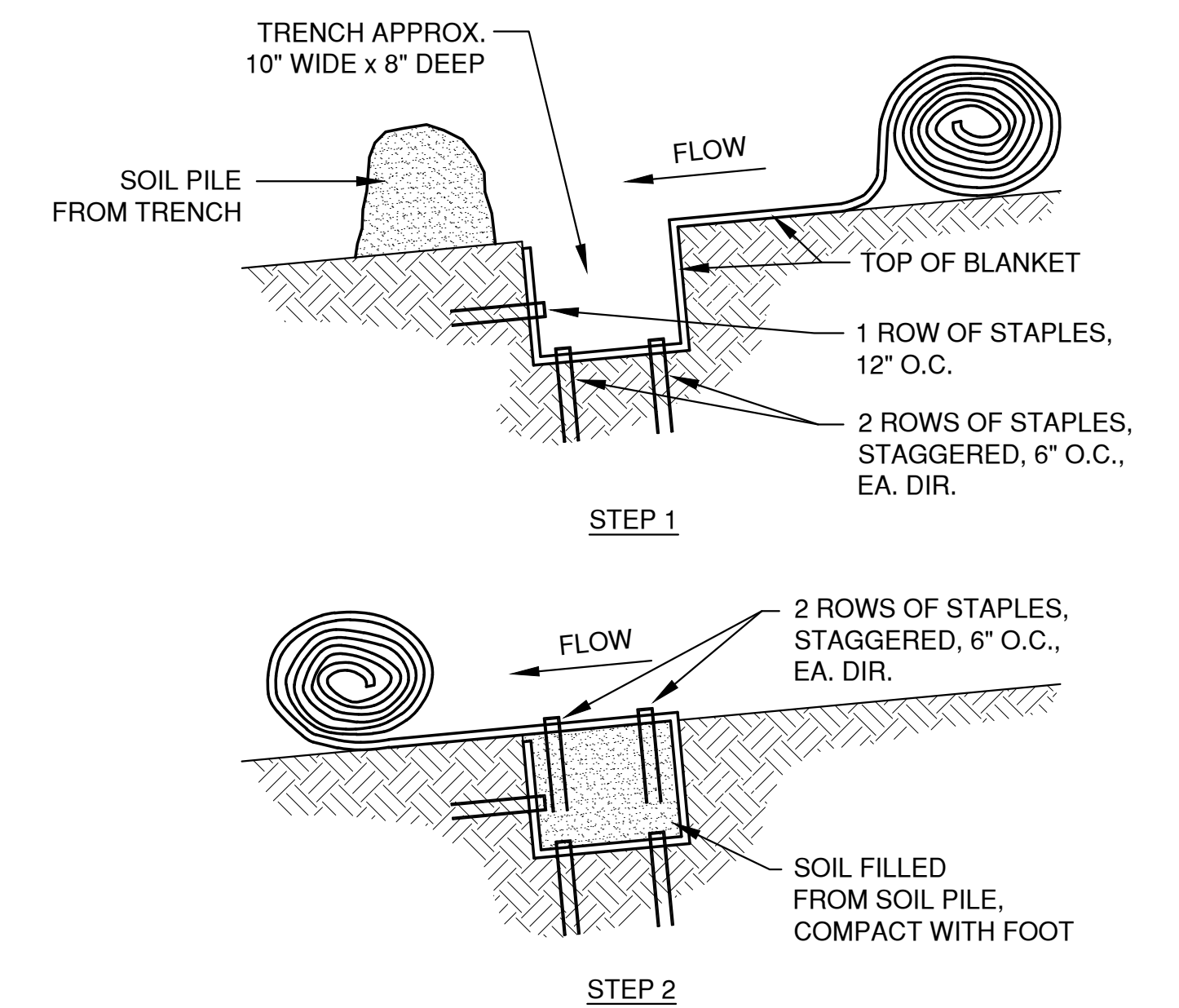
EROSION CONTROL
TRACKOUT CONTROL PRACTICES

DATE 03/2020
FILE EROSION CONTROL
JOB NO. 5642016



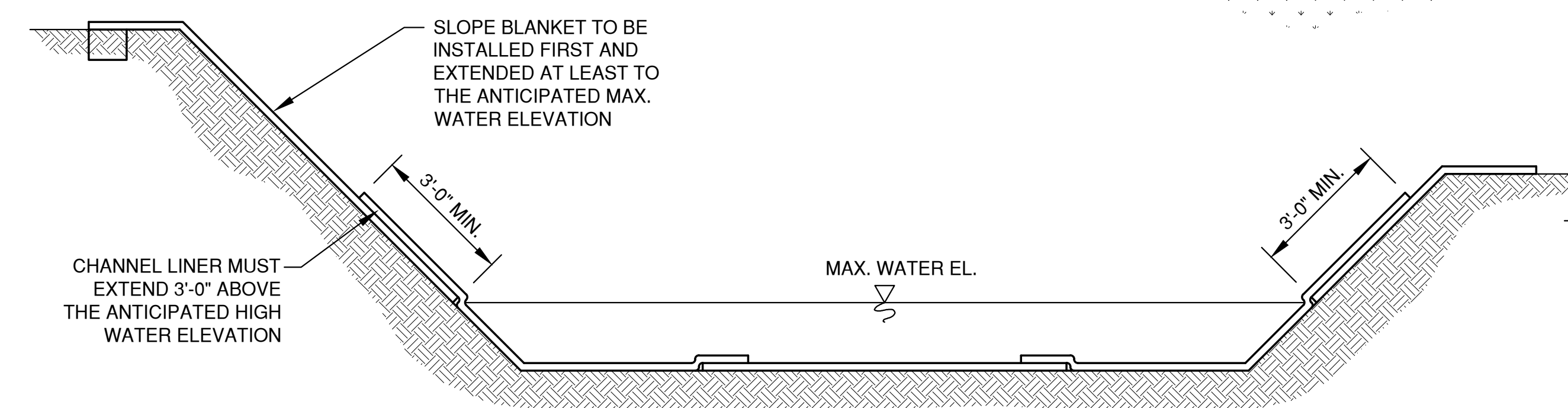
Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
920-662-9641 www.releeinc.com

SHEET NO.
9

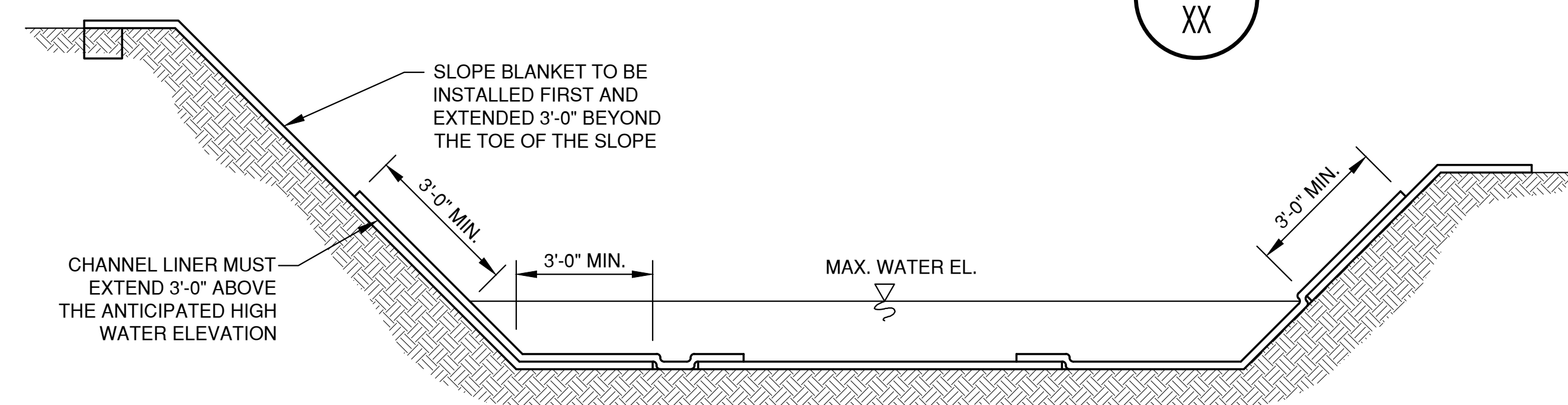


NOTES:

1. SEE MANUFACTURER SLOPE APPLICATION DETAIL SHEET FOR PROPER SLOPE INSTALLATION.
2. STAPLE PATTERNS ARE DEPENDENT ON SITE CONDITIONS. SEE MANUFACTURER STAPLE PATTERN GUIDE FOR DETAILS.

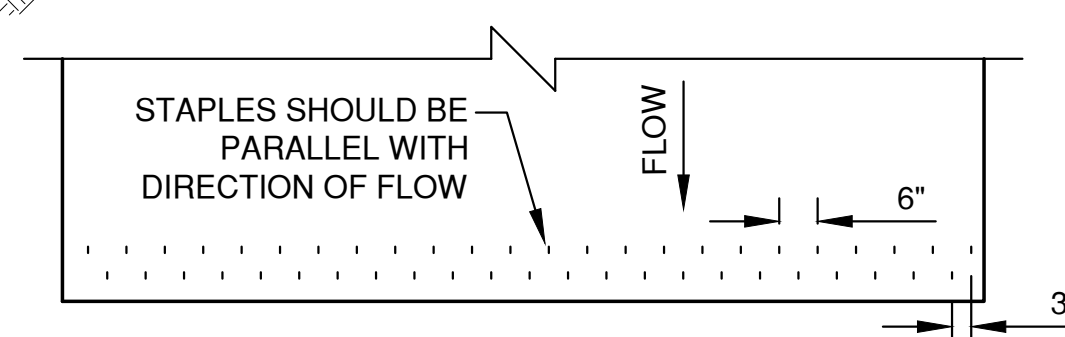


CHANNEL INSTALLATION METHOD "A"

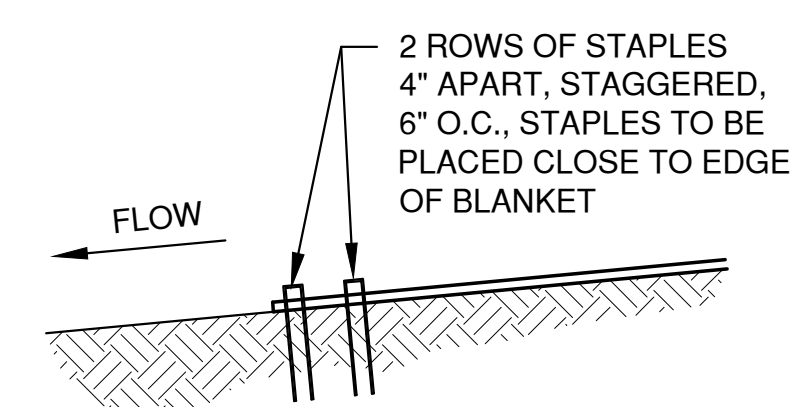


CHANNEL INSTALLATION METHOD "B"

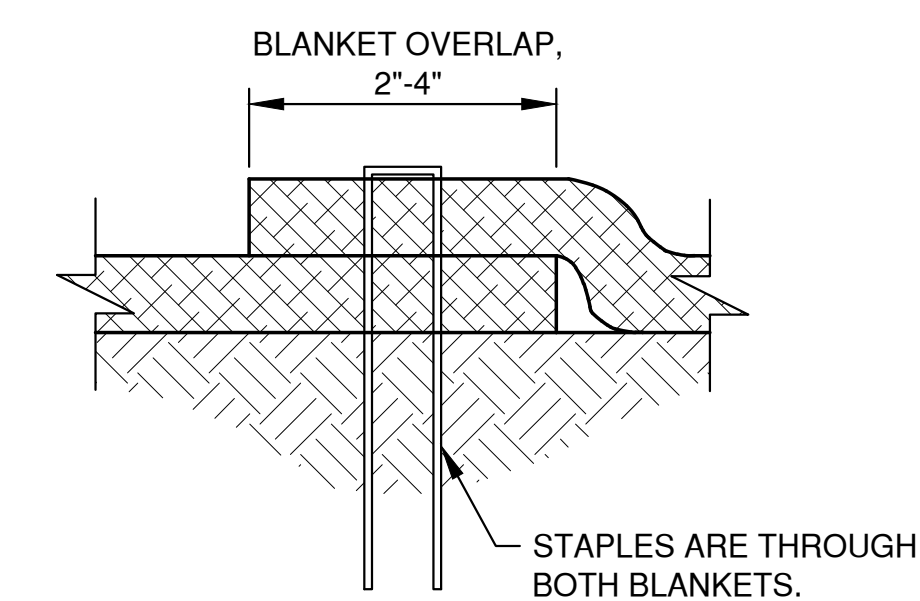
CHANNEL DETAIL



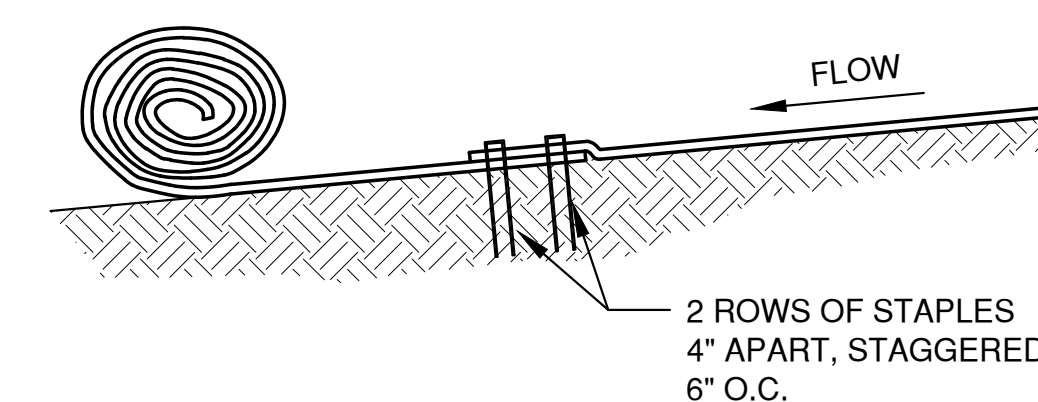
CHANNEL TERMINATION PLAN



CHANNEL TERMINATION

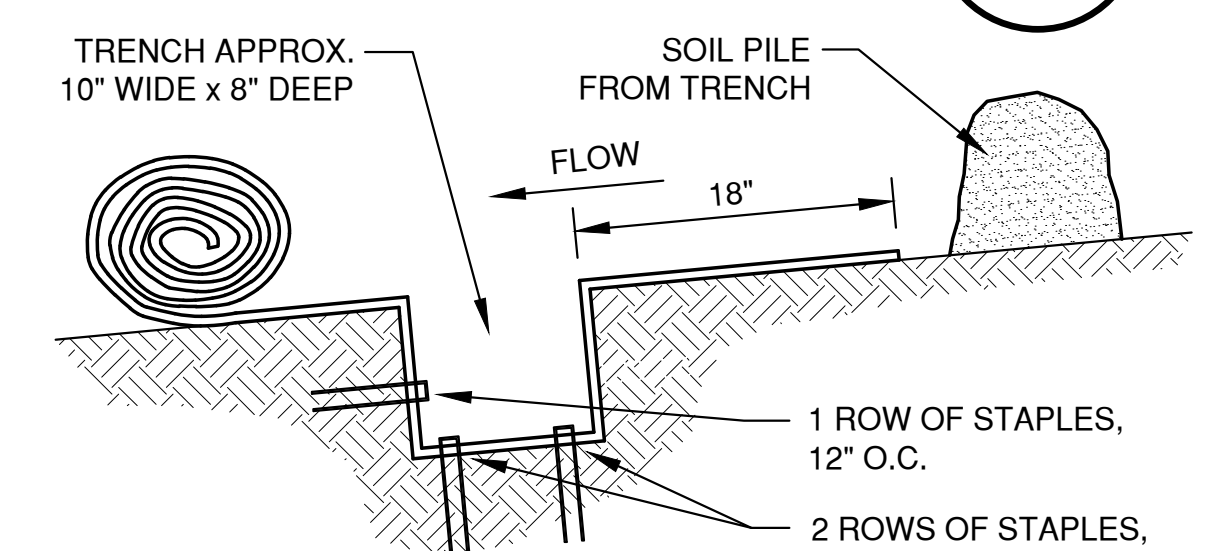


SIDE SEAM OVERLAP STAPLE DETAIL



CHANNEL BLANKET END
OF ROLL OVERLAP

CHANNEL TRENCHING METHOD "A"

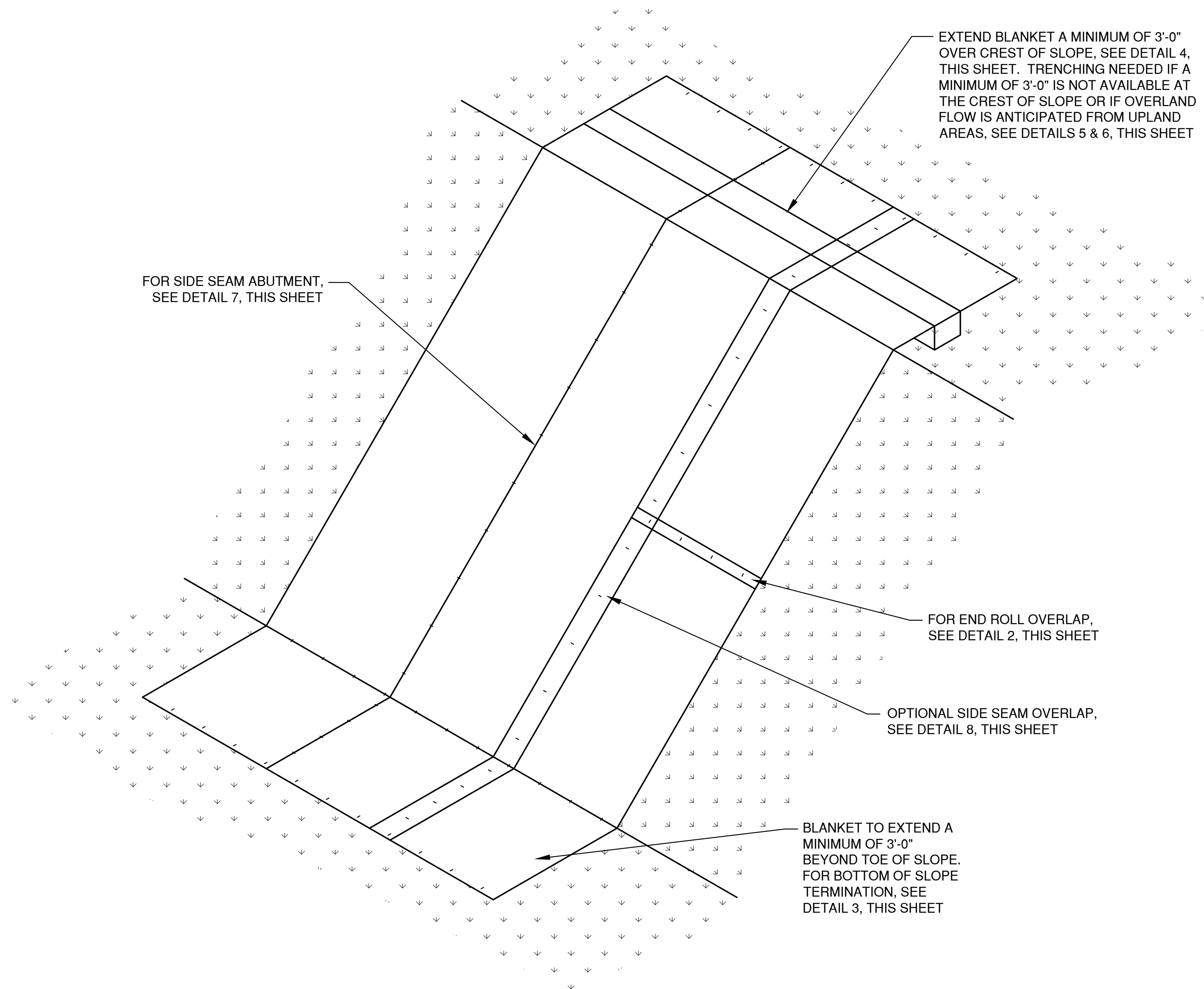


CHANNEL TRENCHING METHOD "B"

AYOUT: 5 CHANNEL

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN	WHITNEY PARK TOWNHOMES EXPANSION FOR GB REAL ESTATE INVESTMENTS, LLC. CITY OF GREEN BAY BROWN COUNTY, WISCONSIN	EROSION CONTROL CHANNEL APPLICATION DETAILS	DATE	 Robert E. Lee & Associates, Inc. ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES 1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155 920-662-9641 www.releeinc.com	SHEET NO.
								CHECKED			03/2020		
								BBB			FILE		
								DESIGNED			EROSION CONTROL		
								BDS			JOB NO.		
									66201				

File: P:\3600\3642\3642\03\46\ EROSION CONTROL.dwg
Plot Date: Jun 19, 2020 11:11am
LAYOUT: 8 SLOPE



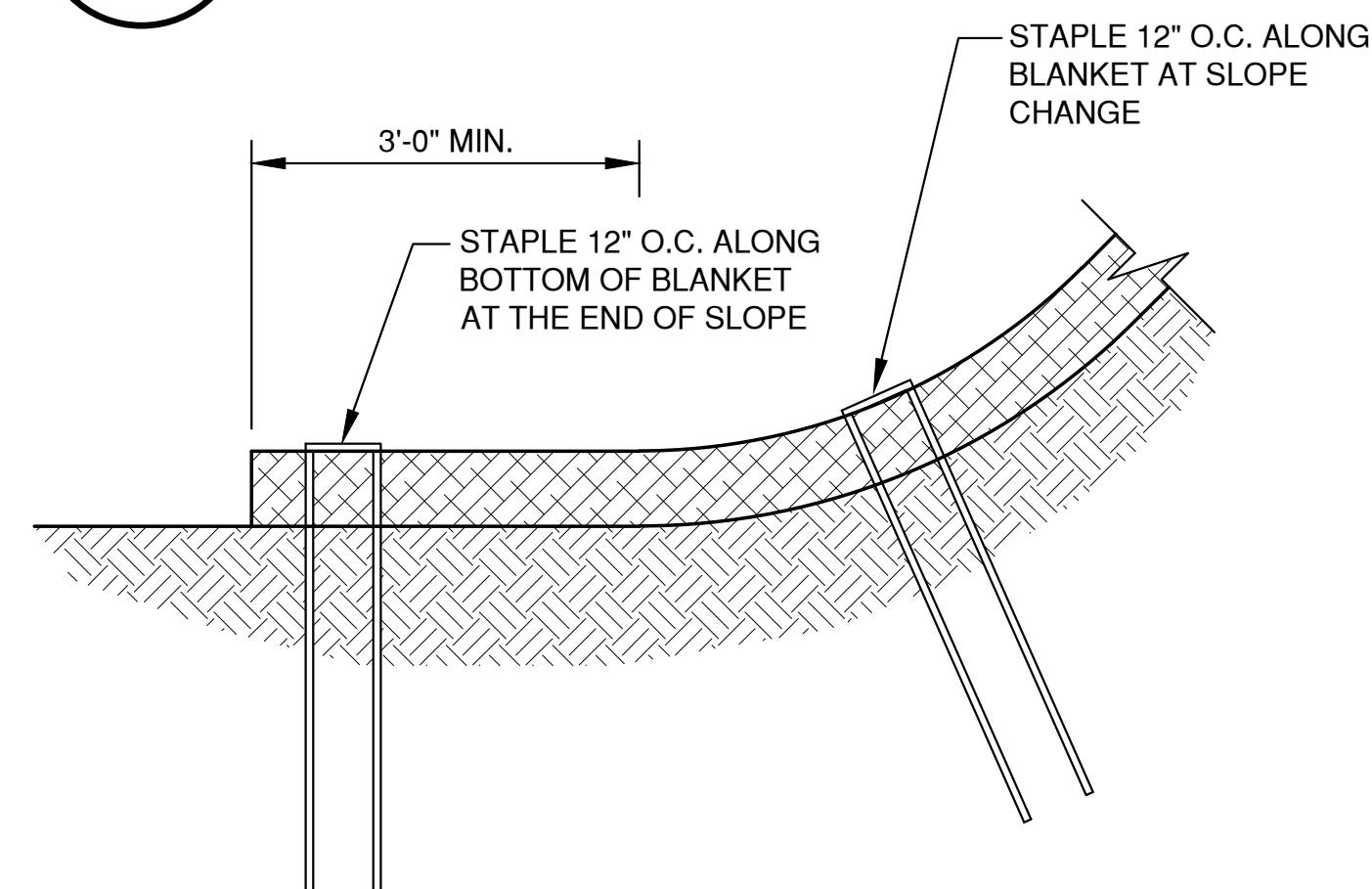
SLOPE DETAIL

1
XX

END SEAM OF BLANKETS OVERLAP 2'-4". PLACE STAPLES, ONE ON EACH CORNER OF BLANKET, 12" O.C. ALONG BLANKET END THROUGH BOTH BLANKETS. UPSLOPE BLANKET LAPS OVER DOWNSLOPE BLANKETS IN A SHINGLE AFFECT.

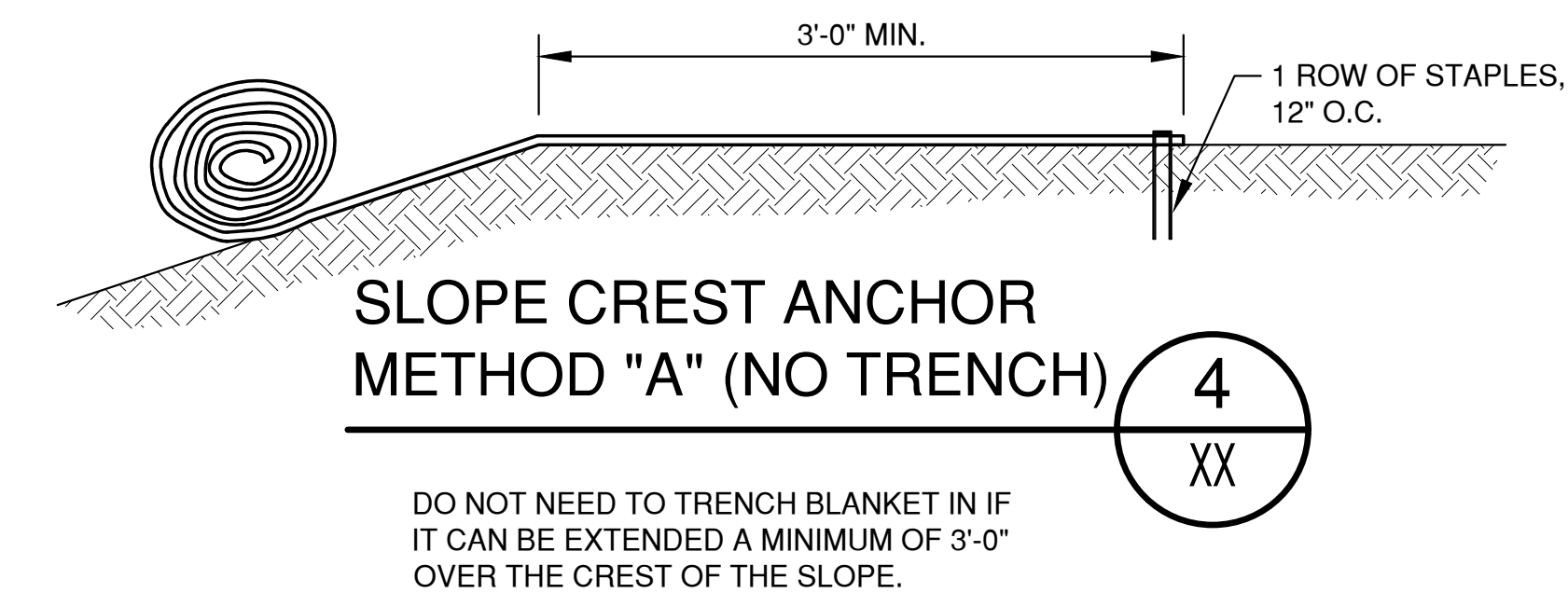
END ROLL OVERLAP

2
XX



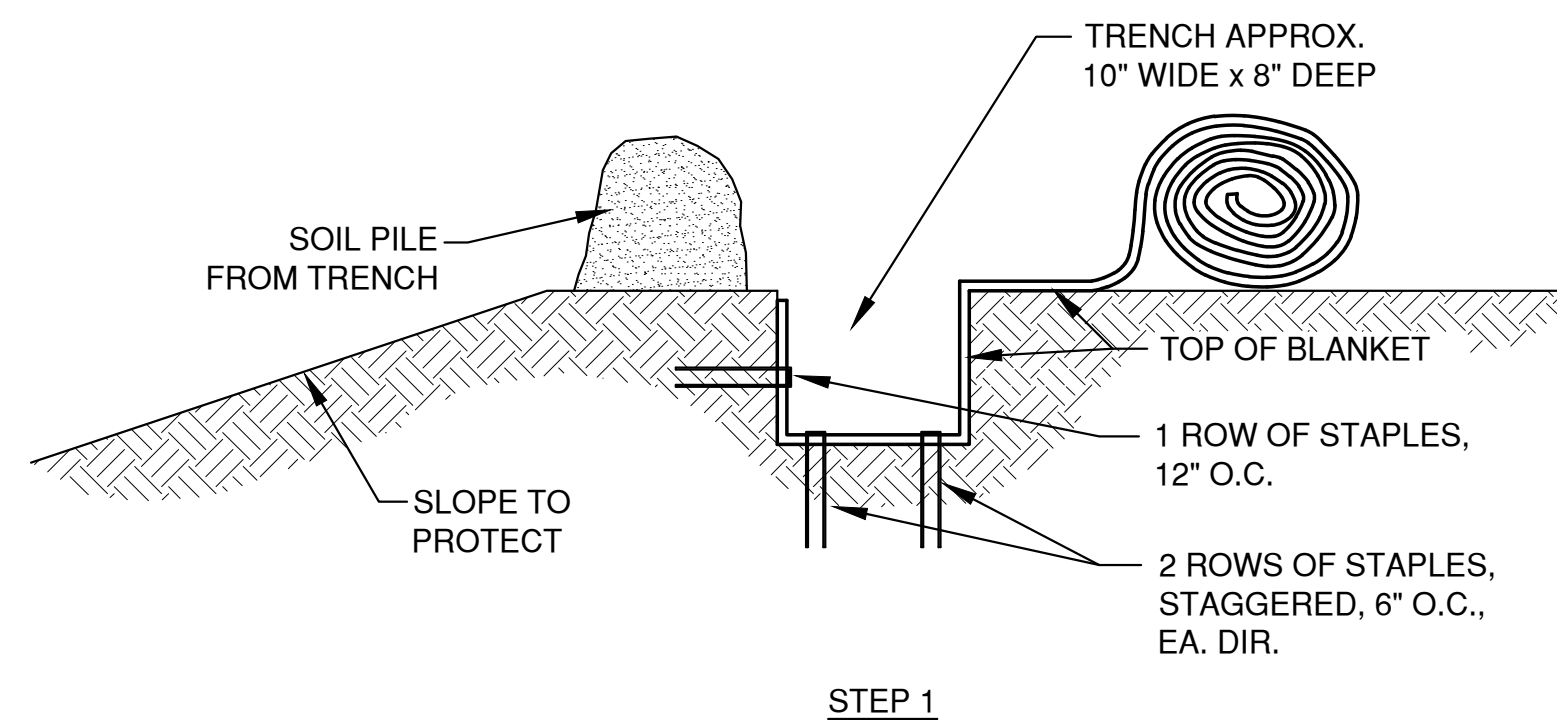
BOTTOM OF SLOPE TERMINATION

3
XX

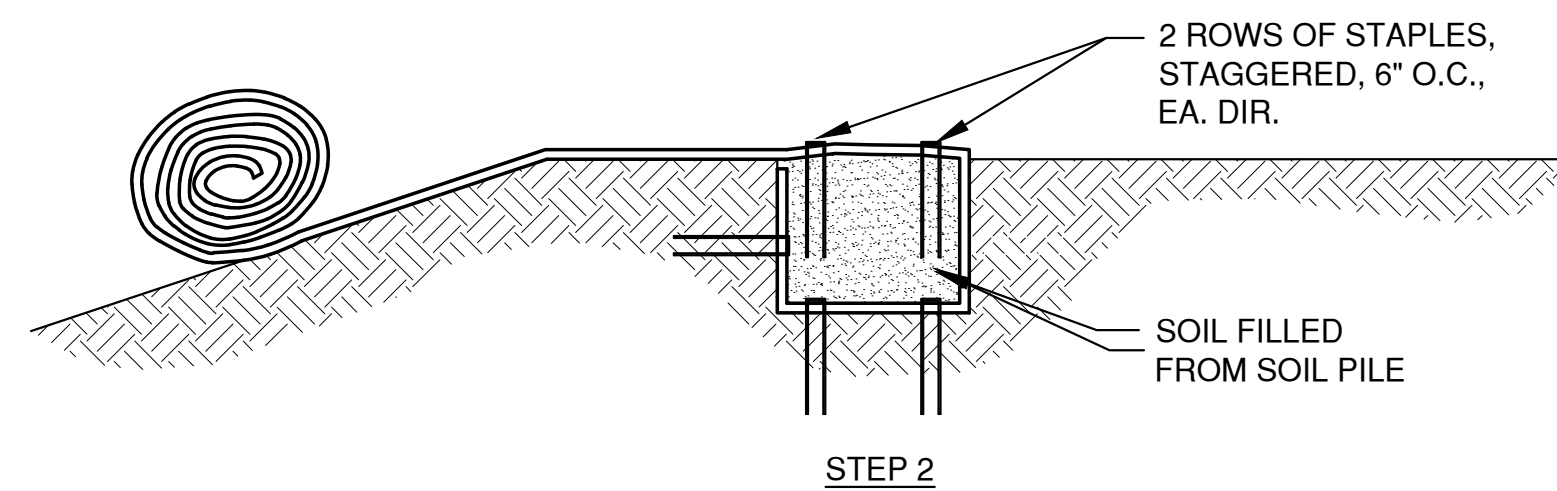


SLOPE CREST ANCHOR METHOD "A" (NO TRENCH)

4
XX



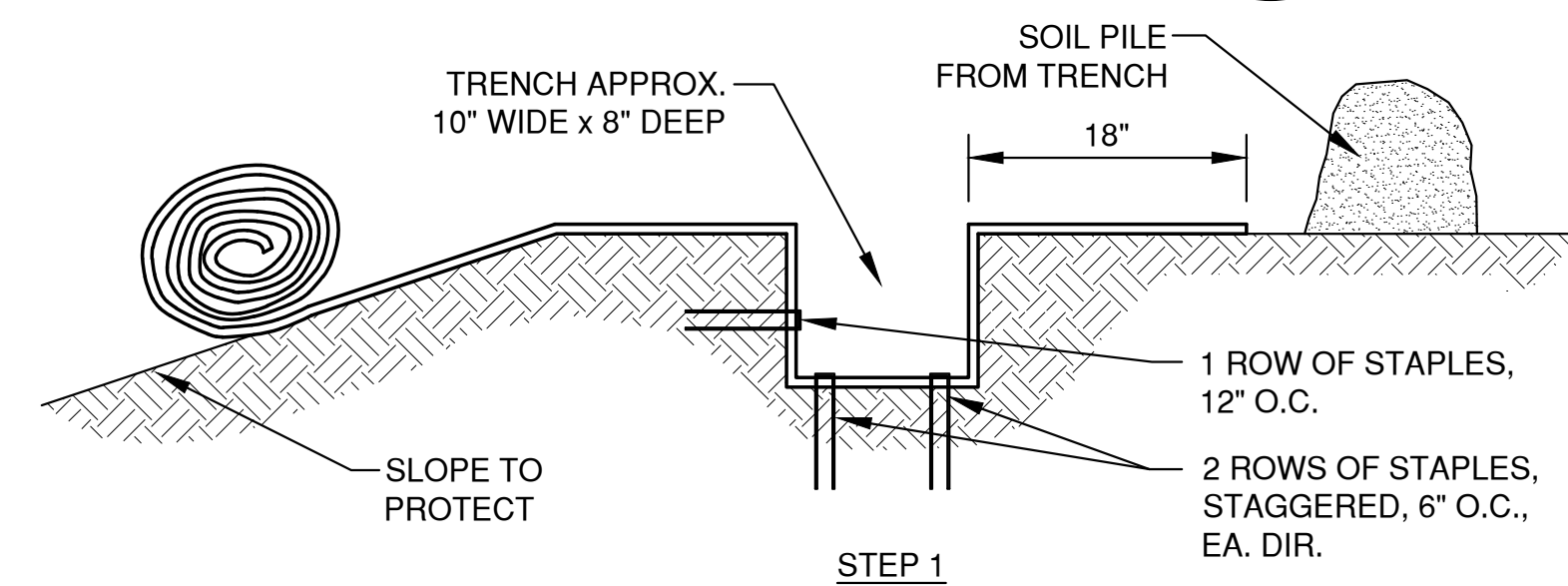
STEP 1



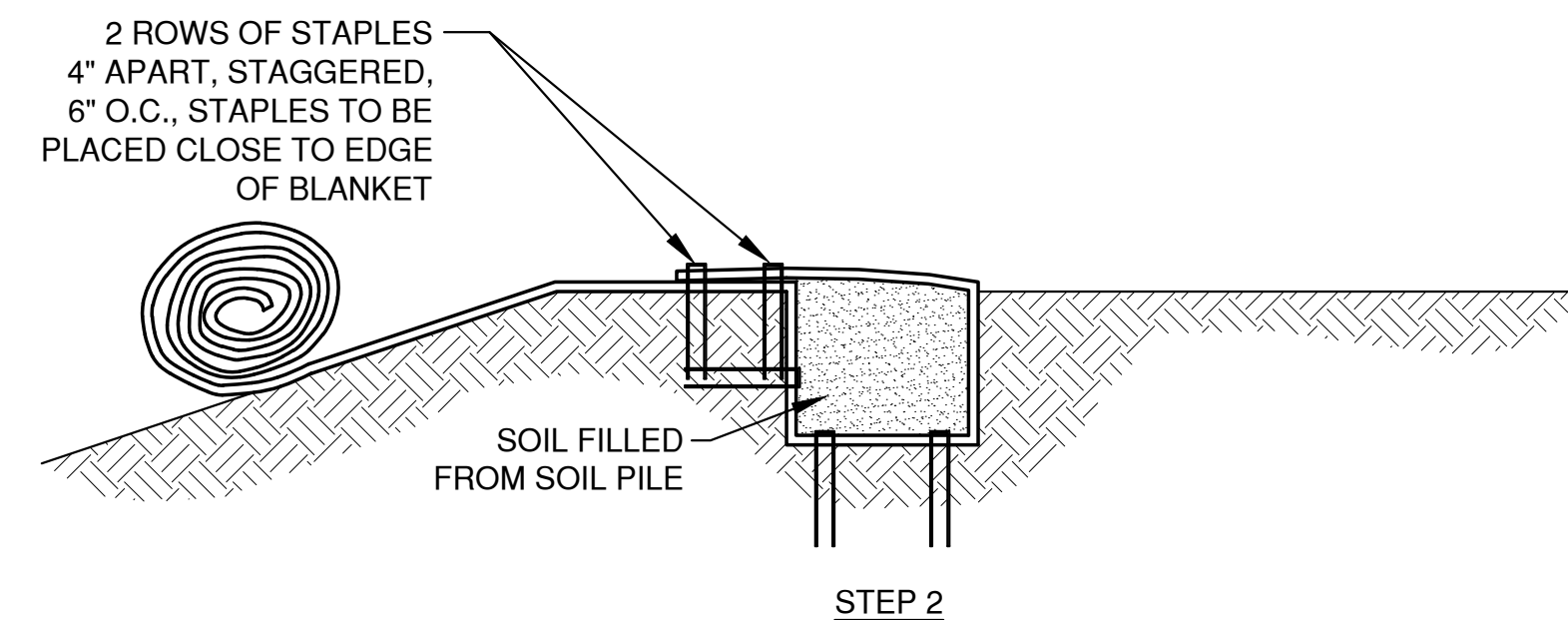
STEP 2

SLOPE TRENCHING METHOD "B"

5
XX



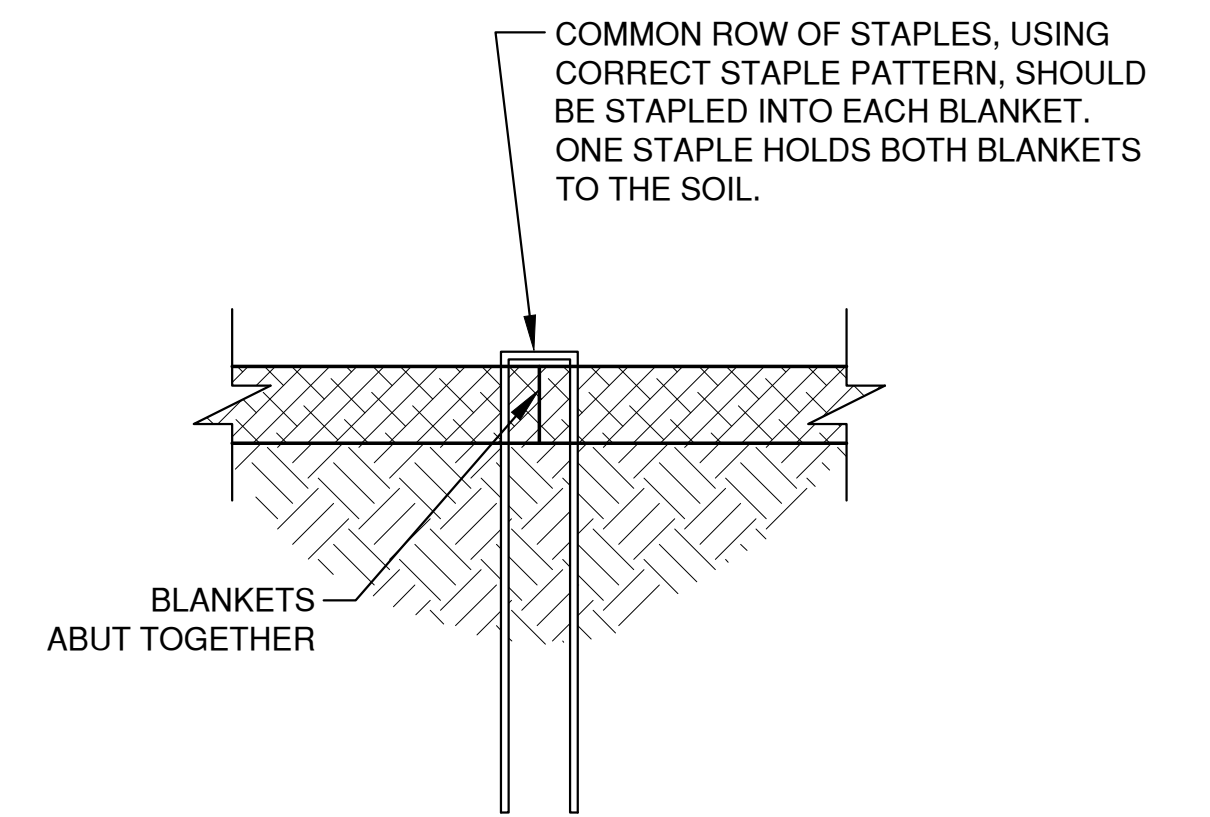
STEP 1



STEP 2

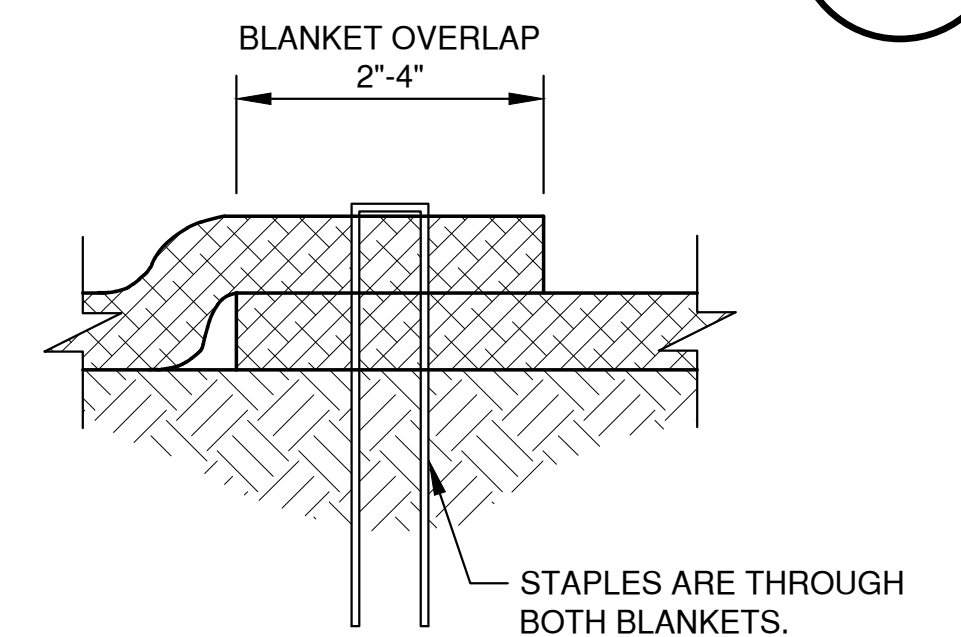
SLOPE TRENCHING METHOD "C"

6
XX



SIDE SEAM ABUT STAPLE DETAIL

7
XX



SIDE SEAM OVERLAP STAPLE DETAIL

8
XX

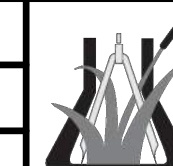
NOTES:
1. STAPLE PATTERNS ARE DEPENDENT ON SITE CONDITIONS. SEE MANUFACTURER STAPLE PATTERN GUIDE FOR DETAILS.

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN BDR
								CHECKED BDB
								DESIGNED BDR

WHITNEY PARK TOWNHOMES EXPANSION
FOR GB REAL ESTATE INVESTMENTS, LLC.
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

EROSION CONTROL
SLOPE APPLICATION DETAILS

DATE 03/2020
FILE EROSION CONTROL
JOB NO. 5642016



Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
920-662-9641 www.releecinc.com

SHEET NO.
11



ZONING ORDINANCE NO. X-20

**AN ORDINANCE AMENDING
ZONING ORDINANCE 6-20: PLANNED UNIT DEVELOPMENT
LOCATED IN THE 200 BLOCK OF NORTH VAN BUREN STREET
(ZP 20-21)**

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

SECTION 1. Pursuant to Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, the Planned Unit Development (PUD) for the 200 Block of North Van Buren Street, as amended by zoning ordinance number 1-19, is hereby further amended on the following described property:

NAVARINO PLAT LOT 560
Tax Parcel No.: 10-71

NAVARINO PLAT SLY 53 FT OF LOT 561
Tax Parcel No.: 10-72

NAVARINO PLAT NLY 38 FT OF SLY 91 FT OF LOT 561
Tax Parcel No.: 10-72-A

NAVARINO PLAT NLY 38 FT OF SLY 129 FT OF LOT 561
Tax Parcel No.: 10-72-B

NAVARINO PLAT NLY 36 FT OF LOT 561
Tax Parcel Number: 10-72-C

SECTION 2. The conditions imposed on said Planned Unit Development (PUD) are hereby amended as follows:

- A. Permitted Uses. Two (2) two-unit semi-detached dwellings.
- B. Lot Width and Area. No lot shall have less than 27 feet of street frontage and contain a minimum 2800 square feet of lot area **with the following exception:**
 - 1. **Lot 6 may be reduced in width to no less than 24.8 feet of street frontage and contain a minimum of 2,650 square feet of lot area.**
- C. Setbacks, Height and Impervious Coverage.
 - 1. Buildings and paving are precluded within the following required setbacks:
 - a. Front Yard (North Van Buren Street): 3.5 feet

- b. Corner Side Yard (Cherry Street): 11 feet.
 - c. Side Yard (Northernmost property line): 10 feet. Setback may be reduced to no less than 3 feet if all requirements of the Building Code are satisfied including but not limited to the provision of a No Build Easement on the neighboring parcel.
 - d. Interior Side Yard: 0 feet.
 - e. Rear Yard: 20 feet. A detailed transitional buffer shall be provided consistent with Chapter 13-1820(c), Green Bay Zoning Code.
- 2. Overall height of the proposed structures shall not exceed 35 feet.
 - 3. The impervious coverage shall not exceed ~~65%~~ 70%.

E. Landscaping.

- 1. The setback area between the sidewalk and the building façade shall include low level landscaping and may permit lighting.
- 2. A detailed landscape plan shall be submitted and approved, prior to occupancy for each unit. The landscape plan shall identify all proposed plant material, locations, and sizes.

F. Architectural Design.

- 1. All exterior building materials shall be of a durable nature and shall blend to compliment the overall design of the structure.
- 2. No wall that faces a street shall have a blank, uninterrupted length exceeding fifteen (15) feet and shall include the following: change in plane, change in texture and windows.
- 3. Any structures proposed to be constructed over property lines shall be accompanied by an access, use and maintenance agreement found acceptable to the Community and Economic Development Department.
- 4. Any structures proposed to be constructed over property lines shall use materials and finishes compatible and comparable to other elements of the buildings to which they are attached, per approval of the Community and Economic Development Department.

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

H. Parking.

1. Shall be consistent with the standard found in Chapter 13-1700, Green Bay Zoning Code.
 2. Areas for service, loading, or trash collection shall not be visible from public rights-of-way. Such screening shall be in compliance with Section 13-1813, Green Bay Municipal Code as applicable.
- J. Lighting. Lighting shall be regulated as specified in Sections 13-524, 13-525, 13-527, Outdoor Lighting Regulations, Green Bay Municipal Code.
- K. Stormwater Management and Grading Plan. If applicable, a stormwater management plan and grading plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City.
- L. Additional Applicable Regulations. Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

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

SECTION 4. 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 5. 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

Attachment: Map



Report to the Green Bay Plan Commission

MEETING DATE

August 18, 2020

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # P.3

To approve a partial discontinuance of a landscape easement located at 2845 Greenbrier Road, subject to the following conditions:

1. AT&T has fiber optic cables in this area and they may be in conflict with the driveway proposal. A solution must be met between the applicant and AT&T prior to recording this discontinuance.
2. In the event that sidewalks are required to be constructed along Greenbrier Road, the adjacent owner(s) shall, at their expense, regrade the area to conform to the established sidewalk grade ordinance.

BACKGROUND

Primary Address: 2845 Greenbrier Road

Reason for Request: To partially discontinue a landscape easement to accommodate a new emergency drive

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

Surrounding Zoning and Land Uses:

PUD (hospital uses; I43 Business Park

Village of Bellevue; single-family residential

Report: The subject easement is a landscape easement that borders the Aurora BayCare Medical Clinic located along Greenbrier Road. They are requesting a partial discontinuance of this easement to install a new driveway. This drive will be for emergency vehicles only (77/week anticipated). It will be an entrance only drive that will be signed and have an arm-type gate along Greenbrier Road.

Ald. Veronica Corpus-Dax, adjoining property owners, the Village of Bellevue and the below agencies were informed of the request. Agencies were informed that failure to respond will indicate that they have no objections or facilities in the subject area. No objections were received from property owners. The applicant has held a meeting with neighboring property owners in the Village of Bellevue.

Department of Public Works: No Objection with Condition

Department of Parks, Recreation, & Forestry: No Objections

Green Bay Water Utility: No Objections

Wisconsin Public Service: No Response

AT&T: No Objection with Conditions

Time Warner Cable: No Response

American Transmission Company: No Objection

Mobilitie: No Response

NEW Water: No Objection

Charter: No Response

RECOMMENDATION

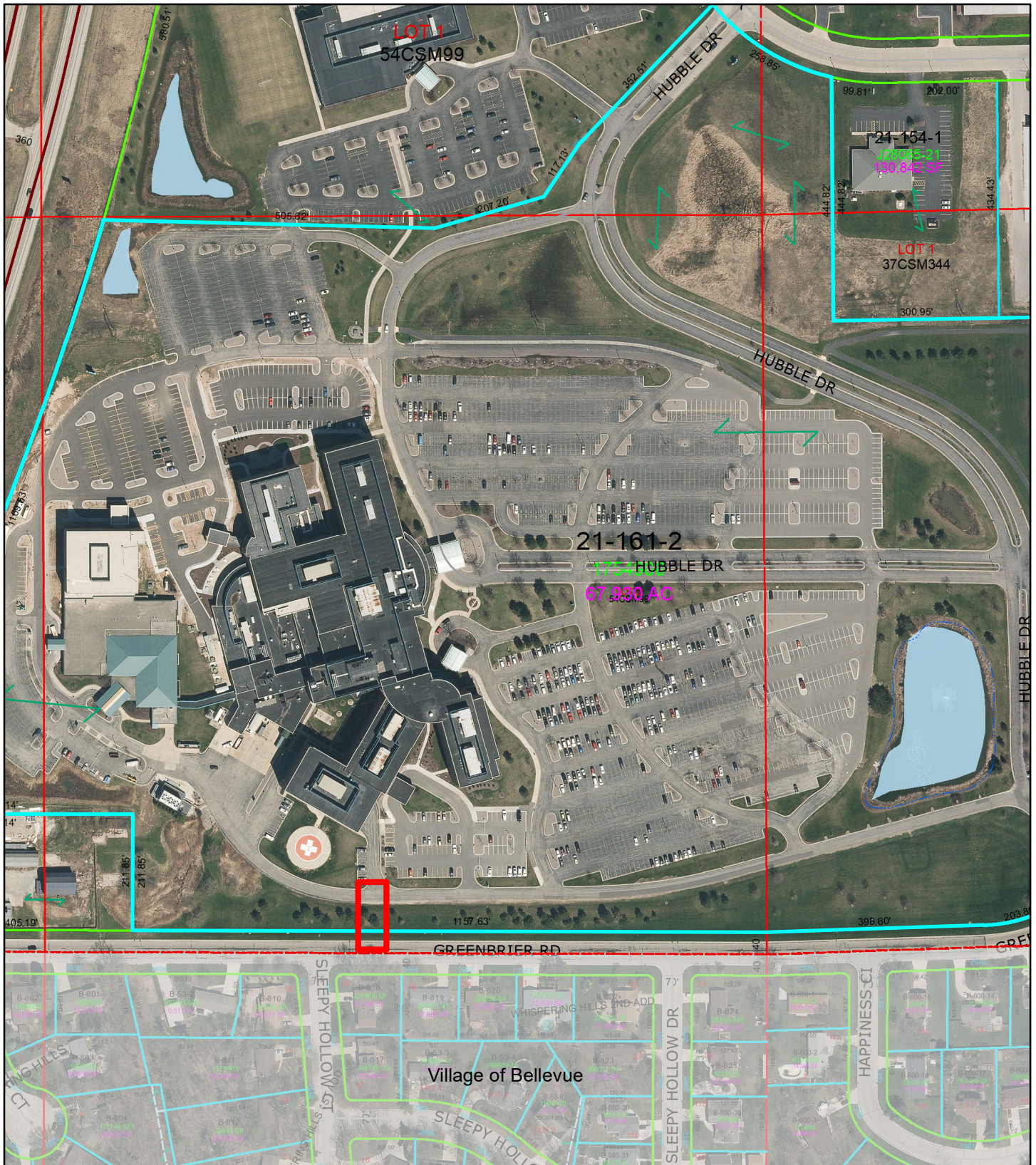
Staff is recommending approval of the request, subject to the following conditions:

1. AT&T has fiber optic cables in this area and they may be in conflict with the driveway proposal. A solution must be met between the applicant and AT&T prior to recording this discontinuance.
2. In the event that sidewalks are required to be constructed along Greenbrier Road, the adjacent owner(s) shall, at their expense, regrade the area to conform to the established sidewalk grade ordinance.

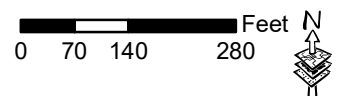
FISCAL IMPACT

ATTACHMENTS

1. ED 20-01 Map
2. ED 20-01 Site Aerial
3. ED 20-01 Driveway Rendering
4. ED 20-01 Civil Drawings
5. ED 20-01 Existing CSM
6. ED 20-01 Aurora Emergency Staff Letter of Support
7. DRAFT ED 20-01 Resolution

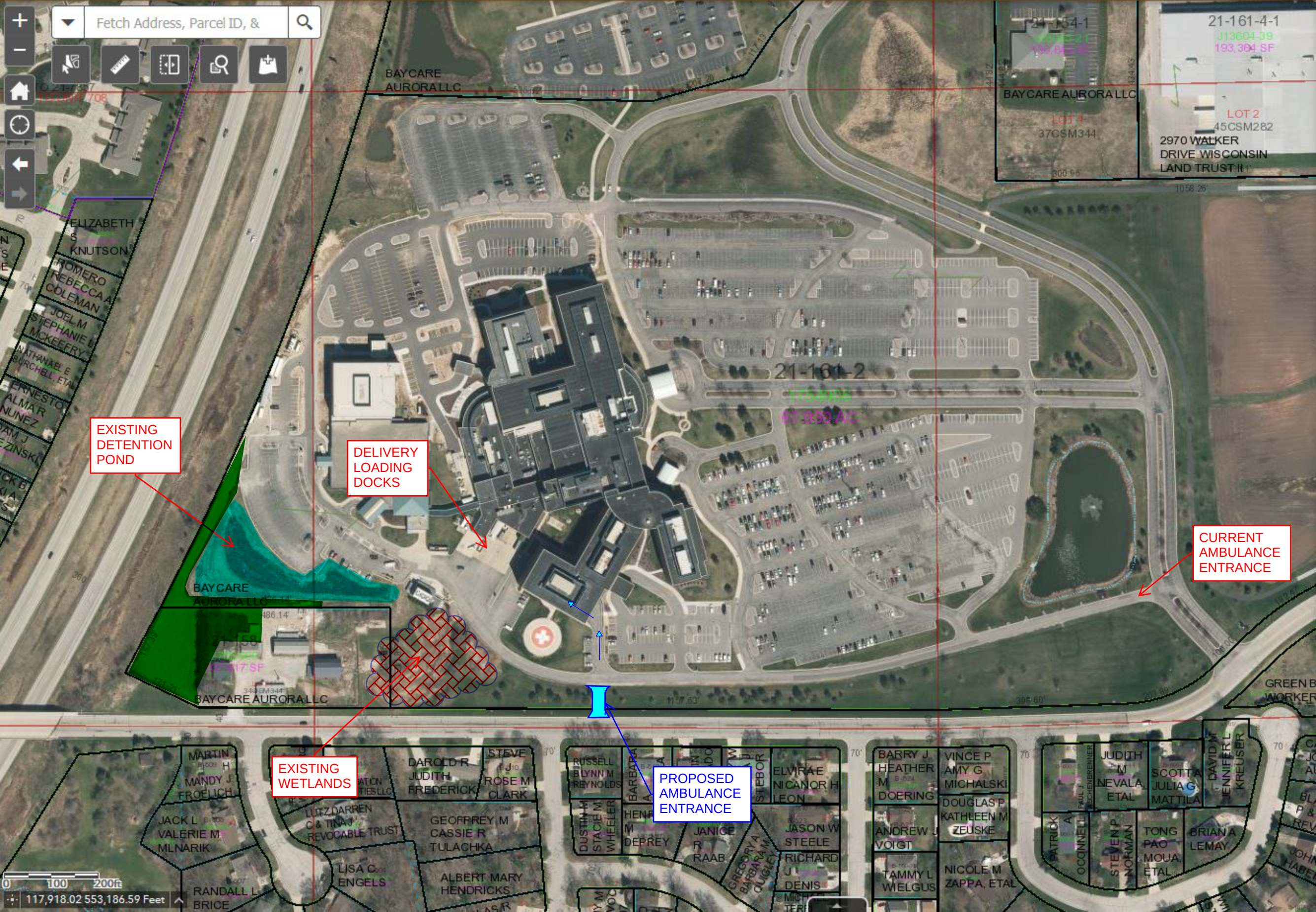
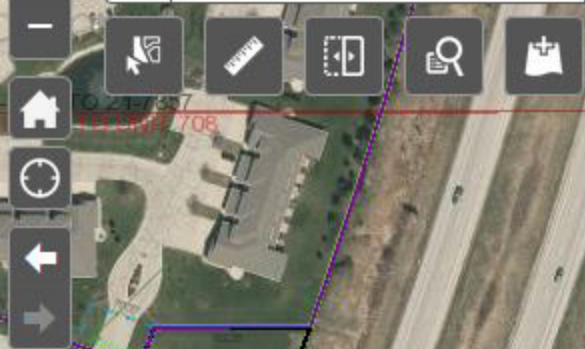


(ED 20-01) Partial Landscape Easement Discontinuance at 2845 Greenbrier Road

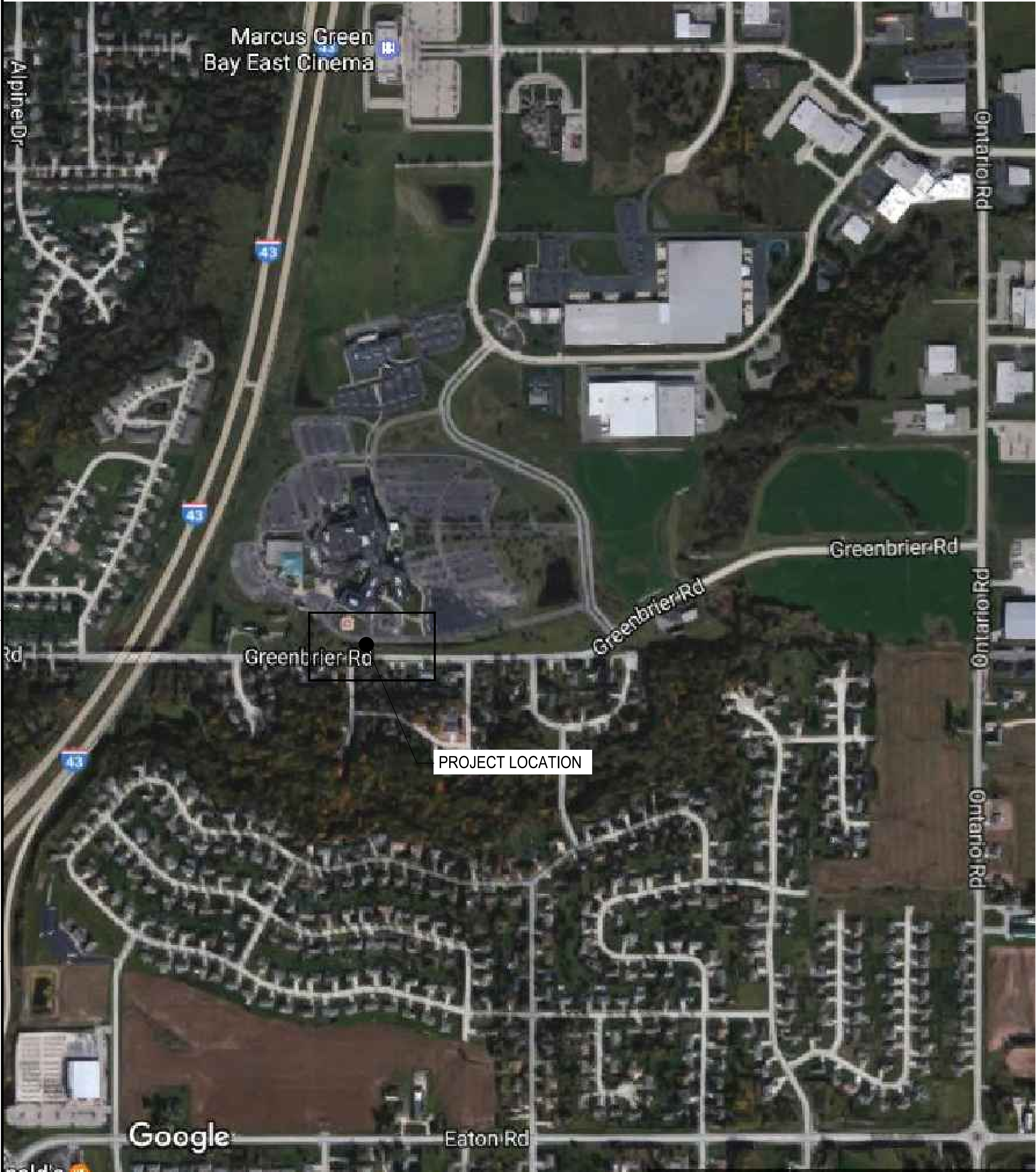


This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 21 Jul 2020 X:\Planning\Basemaps\template_8.5x11.mxd

- Subject Parcel
- Proposed Driveway and Landscape Easement Discontinuance Area







LOCATION MAP

AURORA BAYCARE MEDICAL CENTER

2845 GREENBRIER ROAD
GREEN BAY, WI 54311

SITE SUMMARY

PROPERTY	BUILDING SETBACKS
PARCEL # 21-162-2	MIN. FRONTAGE IS 300 FT. MAX. FLOOR AREA RATIO IS 0.5
ZONING	FRONT YARD 100'-0"
PLANNED UNIT DISTRICT (PUD)	REAR YARD 100'-0"
EXCLUSIVE OFFICE A (O-A)	SIDE YARD 50'-0"
EXISTING BUILDING COVERAGE	
BUILDING AREA = 301,467 S.F.	
SITE AREA = 4,813,380 SF / 110.50 AC	
BUILDING COVERAGE = 6.3%	
PARKING LOT INTERIOR GREEN SPACE (MIN 6%)	
IMPERVIOUS = 1,695,408 S.F. = 35%	
PARKING STALLS	
EXISTING = 2578	
ACCESSIBLE STALLS REQUIRED = (36), WITH (5) BEING VAN ACCESSIBLE STALL. (107 SHOWN)	

PROJECT GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE OWNER - CONTRACTOR AGREEMENT, THE PROJECT SPECIFICATIONS (WHICH INCLUDES GENERAL SUPPLEMENTARY CONDITIONS), DRAWINGS OF ALL DISCIPLINES AND ALL ADDENDA, MODIFICATIONS AND CLARIFICATIONS ISSUED BY THE ARCHITECT/ENGINEER.
- CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE GENERAL CONTRACTOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL EXTENT AND COMPLETE COORDINATION OF ALL WORK.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPE OF DETAILING 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.
- ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED ACCORDING TO MANUFACTURERS' INSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN MANUFACTURERS' INSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- THE LOCATION AND TYPE OF ALL IN-PLACE UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY AND ARE ACCURATE AND COMPLETE TO THE BEST OF THE KNOWLEDGE OF I&S GROUP. (ISG) NO WARRANTY OR GUARANTEE IS IMPLIED. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS AND ELEVATIONS OF ALL IN-PLACE UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- THE CONTRACTOR IS TO CONTACT -CITY OF GREEN BAY DEPARTMENT OF PUBLIC WORKS MUST BE NOTIFIED THREE (3) WORKING DAYS PRIOR TO START OF ANY SANITARY OR STORM SEWER CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY OR EASEMENT. CONTACT MATT HECKENLAIBLE PH. (920) 448-3100.

-THERE IS NO SANITARY OR WATER UTILITY WORK AS PART OF THIS PROJECT.

LEGEND

EXISTING	
— — — — —	RIGHT OF WAY LINE
- - - - -	EASEMENT LINE
- - - - -	WETLAND BOUNDARY
— — — — —	WETLAND / MARSH
— x — x — x — x —	FENCE LINE
— > — < — > — < —	CULVERT
— < — < — < — < —	STORM SEWER
— < — < — < — < —	SANITARY SEWER
— < — < — < — < —	SANITARY SEWER FORCEMAIN
— — — — —	WATER
— — — — —	GAS
— — — — —	OVERHEAD ELECTRIC
— — — — —	UNDERGROUND ELECTRIC
— — — — —	UNDERGROUND TELEPHONE
— — — — —	UNDERGROUND TV
— — — — —	OVERHEAD UTILITY
— — — — —	UNDERGROUND UTILITY
— — — — —	UNDERGROUND FIBER OPTIC
— — — — —	DECIDUOUS TREE
— — — — —	CONIFEROUS TREE
— — — — —	TREE LINE
— — — — —	MANHOLE/STRUCTURE
— — — — —	CATCH BASIN
— — — — —	HYDRANT
— — — — —	VALVE
— — — — —	CURB STOP
— — — — —	POWER POLE
— — — — —	UTILITY PEDESTAL / CABINET

PROJECT DATUM

BEARINGS REFERENCED TO THE BROWN COUNTY SURVEYOR'S PUBLIC LAND SURVEY SYSTEM.

TOPOGRAPHIC SURVEY

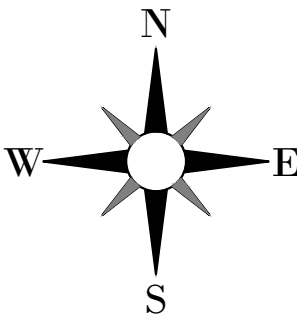
ELEVATIONS REFERENCED TO THE CITY OF GREEN BAY ELEVATION DATUM.

LEGAL DESCRIPTION

ALL OF LOTS 1 & 2, VOLUME 54, CERTIFIED SURVEY MAPS, PAGE 99, MAP NUMBER 7838, DOCUMENT NO. 2387917, AND LOTS 1 & 2, VOLUME 41, CERTIFIED SURVEY MAPS, PAGE 340, MAP NO. 6285, DOCUMENT NO. 1786049, ALL BROWN COUNTY RECORDS, BEING LOCATED IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 10, T23N-R21E, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

FLOOD PLAIN NOTE:

NO PORTION OF THE PROPERTY IS LOCATED IN THE 100 YEAR FLOOD HAZARD AREA, PER CITY OF GREEN BAY, WISCONSIN. PROPERTY IS LOCATED IN ZONE "C"; PANEL NO. 0025E, COMMUNITY NO. 550022. FLOOD PLAIN ZONING MAP IS DATED JUNE 1, 1984



Aurora BayCare Medical Center

Aurora Health Care® BayCare CLINIC

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PROJECT

AURORA BAYCARE
MEDICAL CENTER

GREENBRIER
DRIVEWAY

GREEN BAY WISCONSIN

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

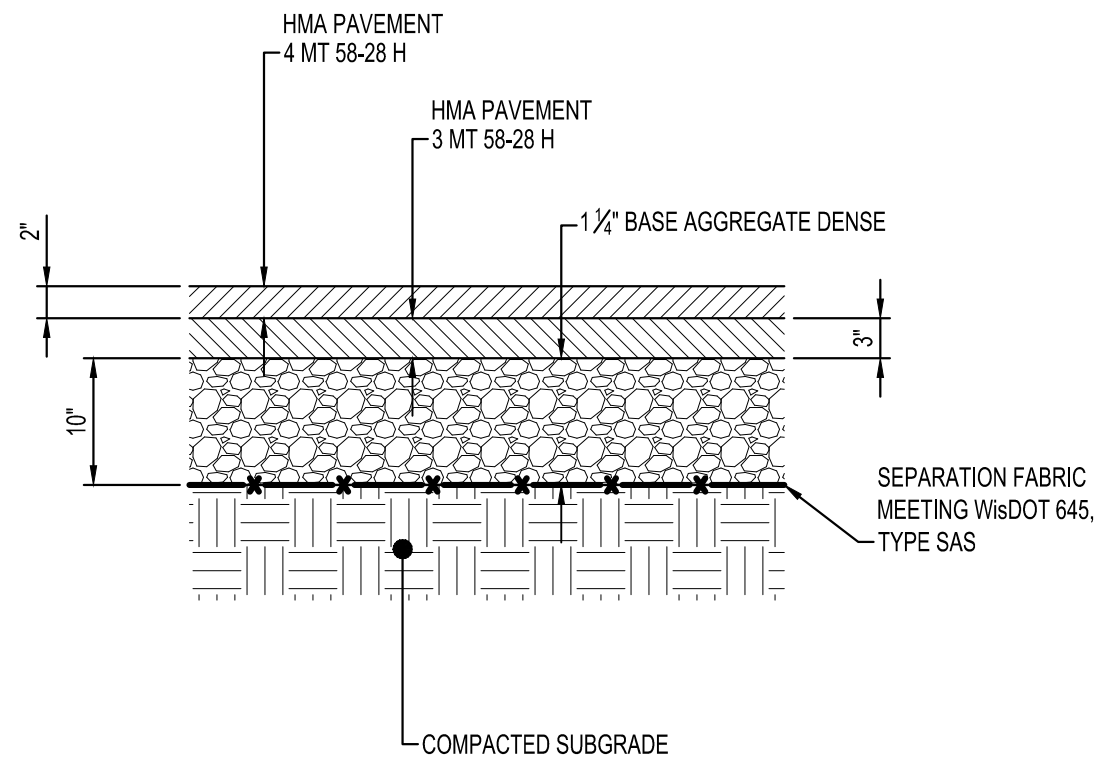
PROJECT NO.	19-22286
FILE NAME	GREENBRIER C0 SITE DATA
DRAWN BY	T. KATERS
DESIGNED BY	--
REVIEWED BY	K. ROPPE
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

SITE DATA

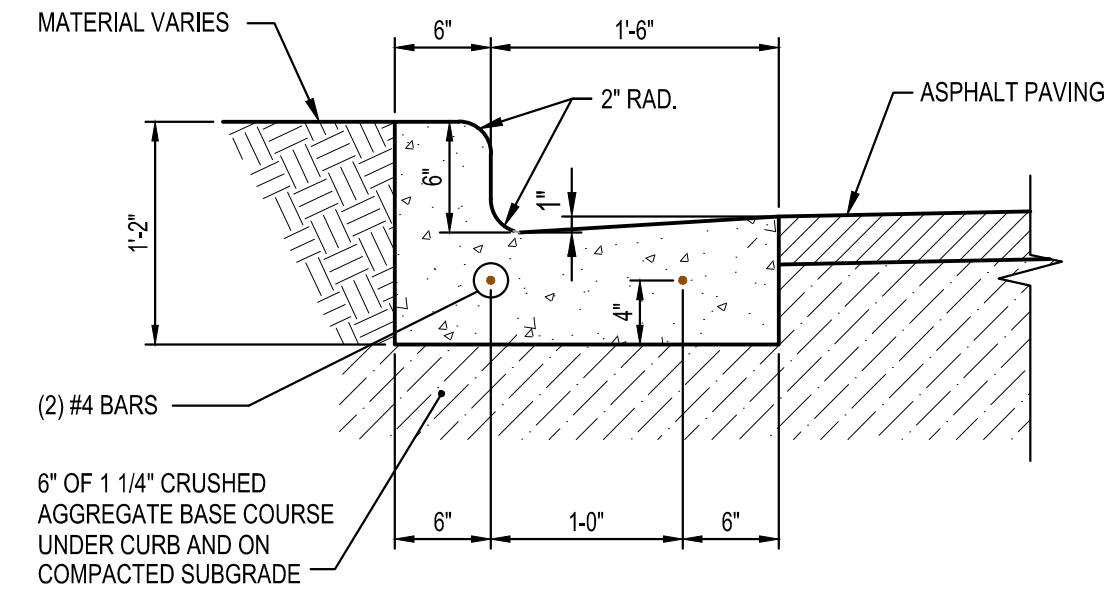
SHEET

C0-10



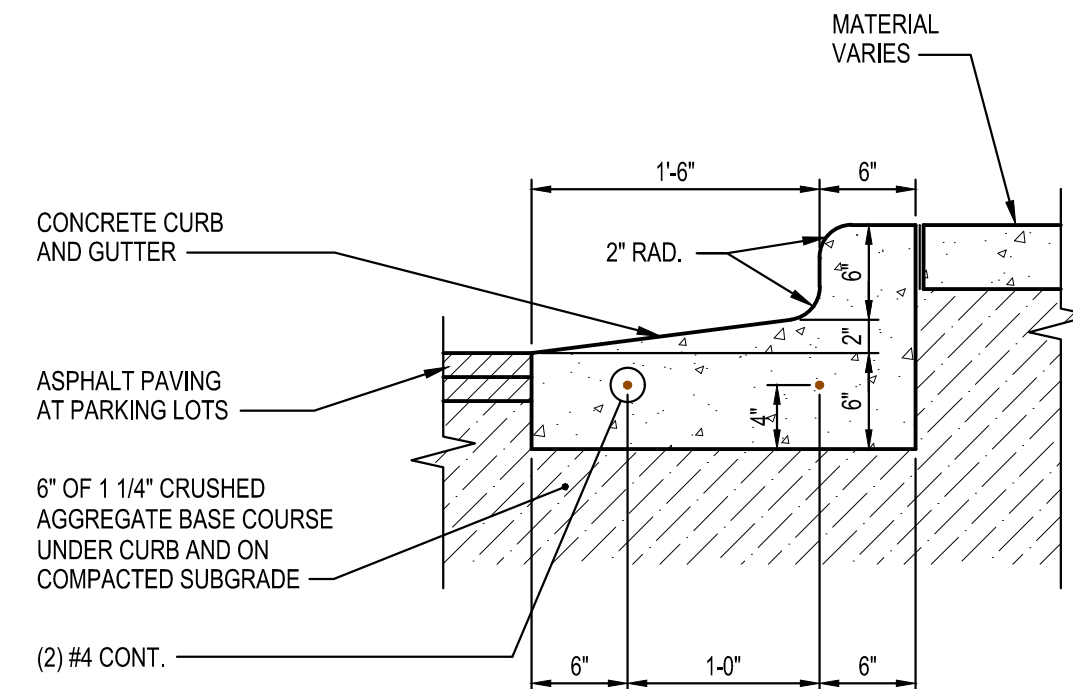
HEAVY DUTY
ASPHALT PAVEMENT
NTS

- CONTRACTION JOINTS SHALL BE EVERY 20'-0" OR AS DESIGNATED BY THE ON-SITE ENGINEER
- EXPANSION JOINTS SHALL BE PLACED AT UNIFORM INTERVALS NOT MORE THAN 120'-0" AND WHERE TANGENT AND RADIAL CURB AND GUTTER MEET

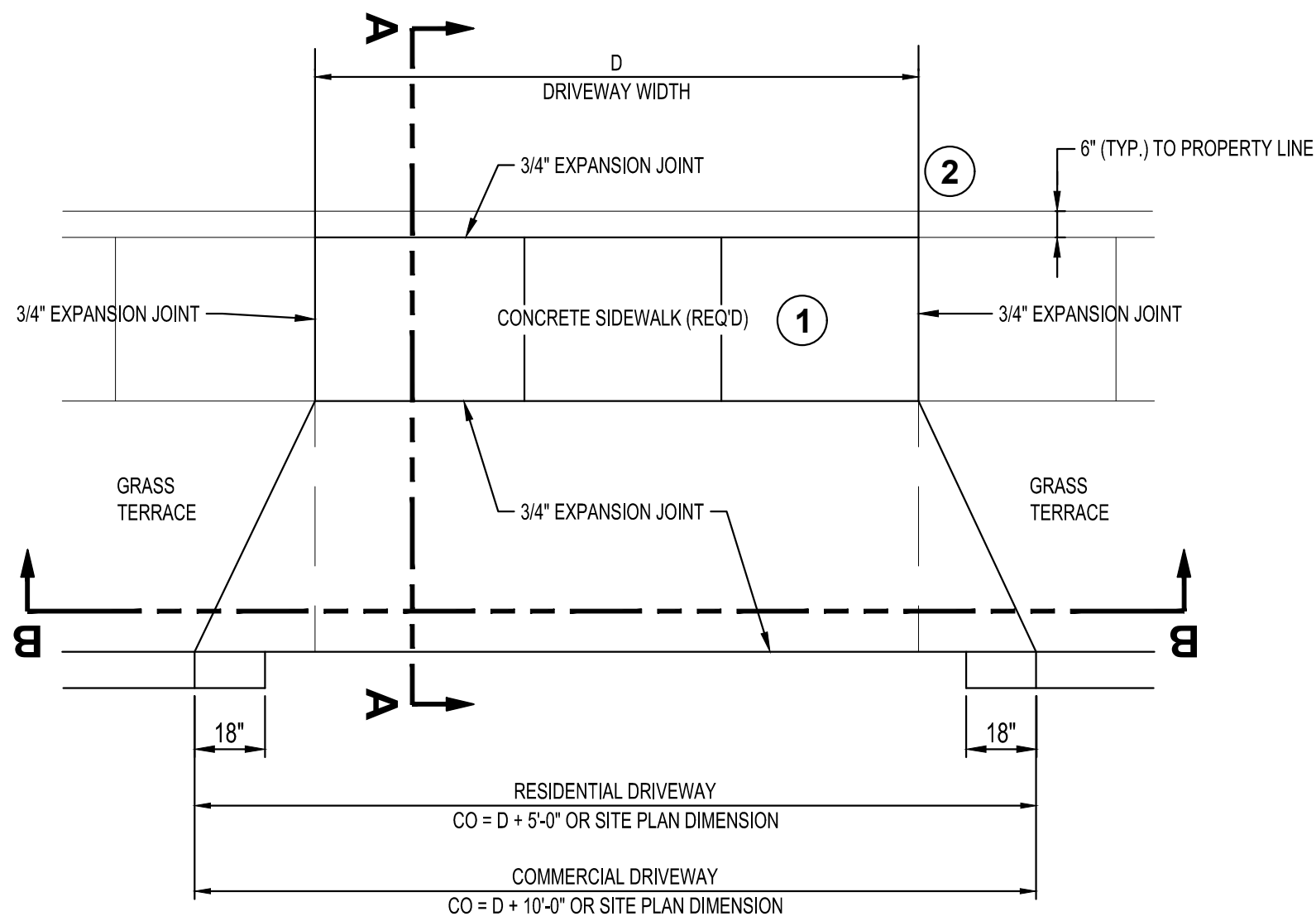


CONCRETE CURB & GUTTER
NTS

- CONTRACTION JOINTS SHALL BE EVERY 15'-0" OR AS DESIGNATED BY THE ON-SITE ENGINEER
- 6"x6" EXP. JOINTS (3/4") SHALL BE PLACED AT CURB HEAD AT END OF RADII
- #4 R/F BARS SHALL BE 20'-0" LG. WITH A 3/4" EXP. TUBE REQ'D ON ONE END AT EXP. JOINTS
- #4 R/F BARS SHALL BE OVERLAPPED 1'-0" MIN.



REVERSE PITCH
CONCRETE CURB & GUTTER
NTS

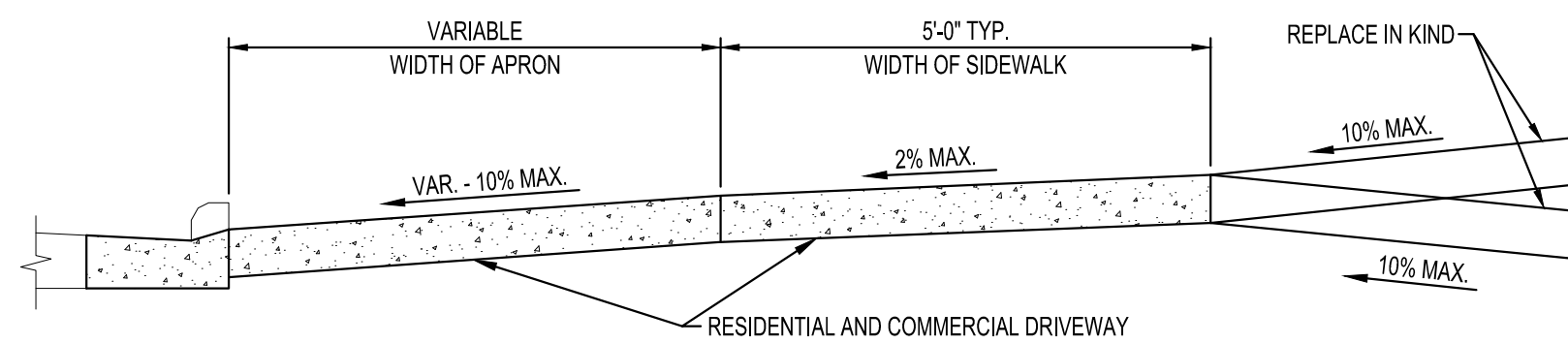


PLAN
NTS

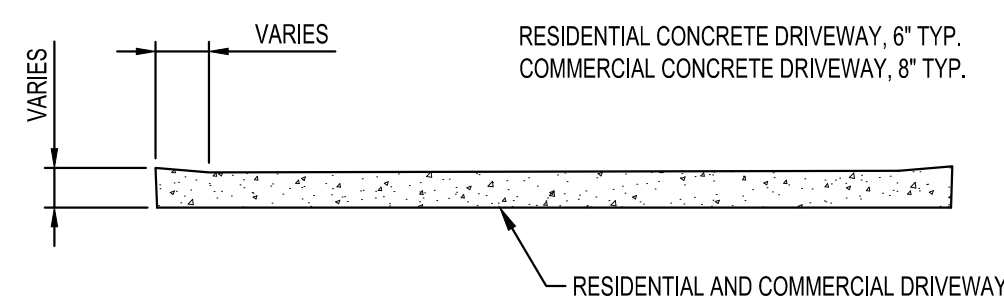
- MAX D = 12'-0" SINGLE WIDTH RESIDENTIAL
MAX D = 20'-0" DOUBLE WIDTH RESIDENTIAL
MAX D = 15'-0" COMMERCIAL ONE-WAY
MAX D = 25'-0" COMMERCIAL TWO-WAY
MAX CO = 17'-0" SINGLE WIDTH RESIDENTIAL
MAX CO = 25'-0" DOUBLE WIDTH RESIDENTIAL
MAX CO = 25'-0" COMMERCIAL ONE-WAY OR
AS SHOWN ON APPROVED SITE PLAN
MAX CO = 35'-0" COMMERCIAL TWO-WAY OR
AS SHOWN ON APPROVED SITE PLAN

NOTES:

- 1 ALL DRIVEWAYS REQUIRE A 6" CONCRETE SIDEWALK SECTION.
- 2 ALL PARKING LOT CURBING MUST BE TAPERED TO MEET THE BACK OF THE SIDEWALK.



SECTION A-A
NTS



SECTION B-B
NTS

DRIVEWAY CONSTRUCTION
NTS

ISG

Aurora BayCare Medical Center

Aurora Health Care BayCare Clinic

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PROJECT

AURORA BAYCARE
MEDICAL CENTER

GREENBRIER
DRIVEWAY

GREEN BAY WISCONSIN

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

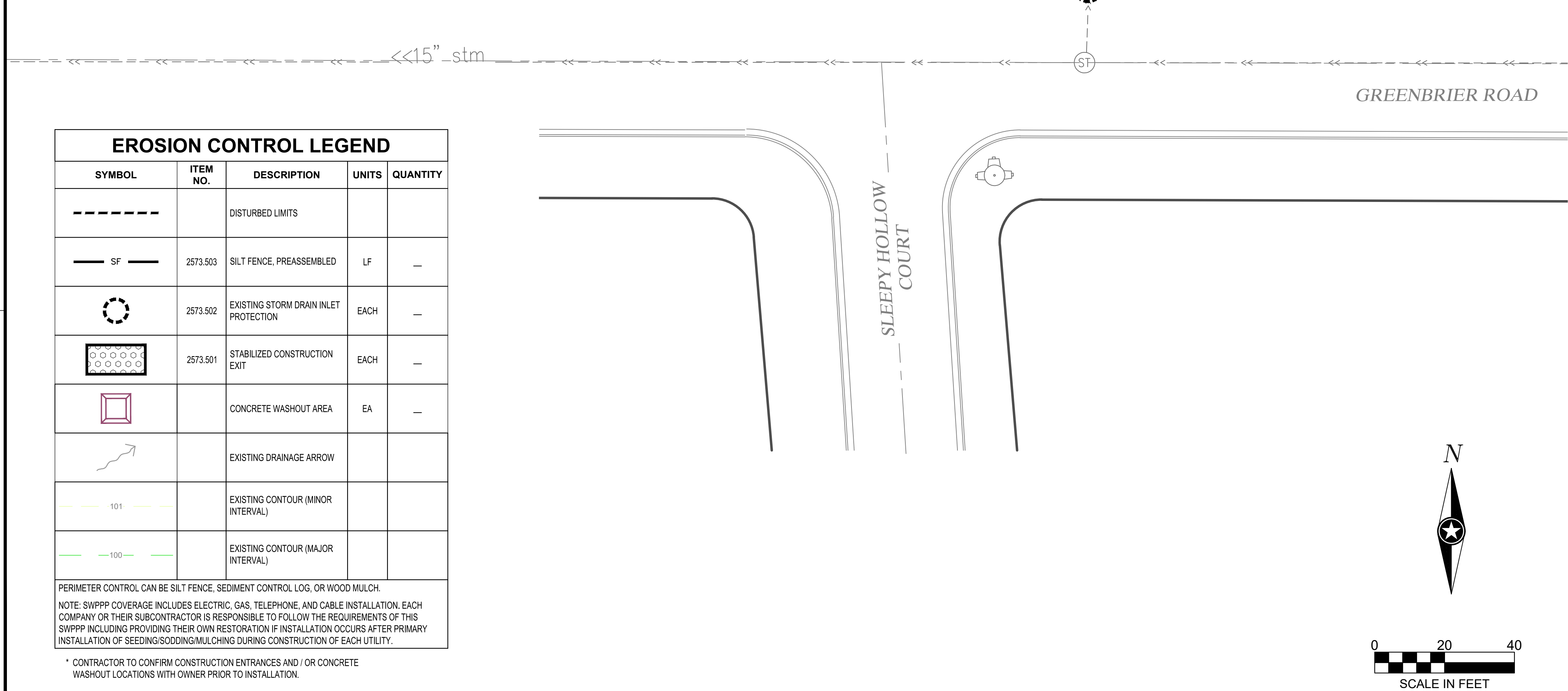
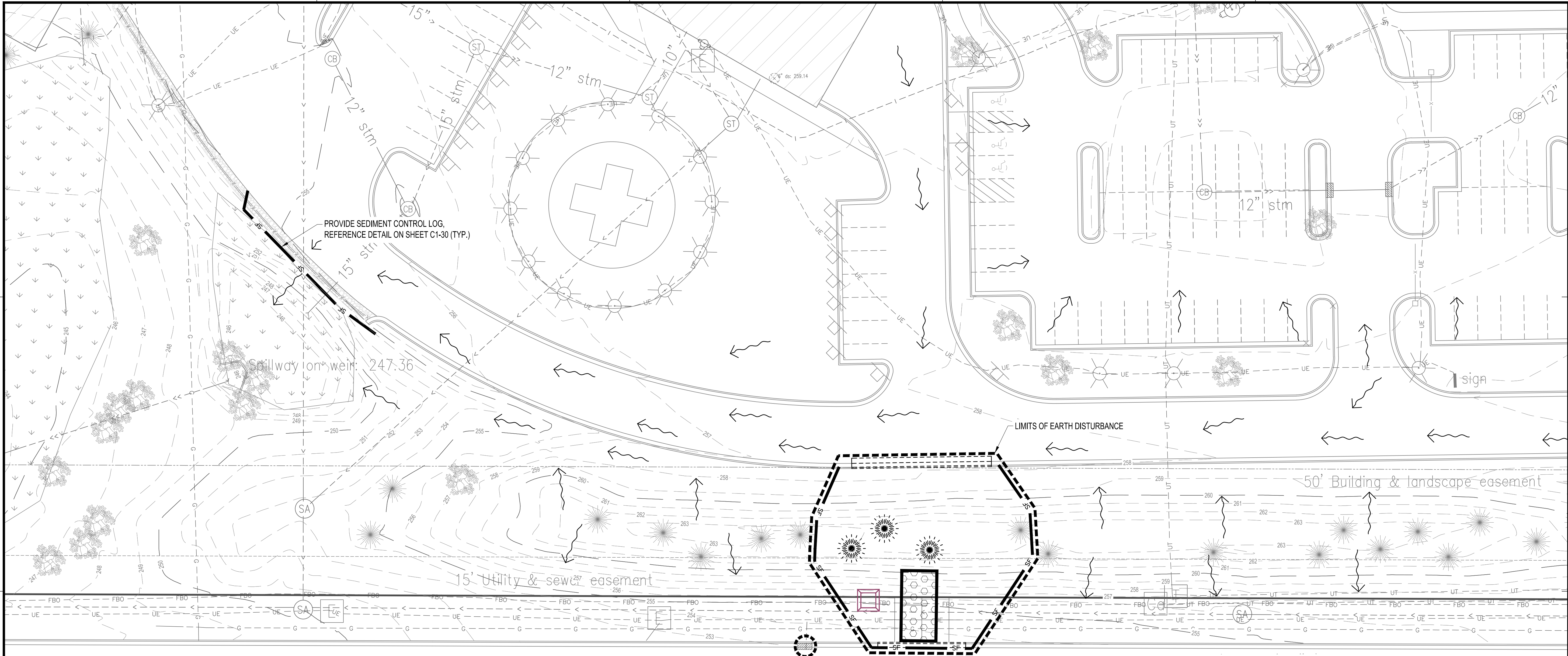
PROJECT NO.	19-22286
FILE NAME	GREENBRIER CO SITE DATA
DRAWN BY	T. KATERS
DESIGNED BY	--
REVIEWED BY	K. ROPPE
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE

SITE DETAILS

SHEET

C0-20



STORM WATER POLLUTION PREVENTION PLAN NOTES:

GENERAL PROJECT INFORMATION:

PROJECT NARRATIVE:

This project involves the construction of an access driveway to Greenbrier Road, for ambulance use only.

RESPONSIBLE PARTIES:

Contractor and owner shall identify a person knowledgeable and experienced in the application of erosion prevention and sediment control BMP's who will oversee the implementation of the SWPPP plans.

Northeast Asphalt, Inc. Brian Henken (920) 498-6702
Company: Contact Person: Phone:

Owner shall identify the entity responsible for the long term Operation and Maintenance of the storm water management system.

Aurora BayCare Brian Rasmussen (920) 288-4024
Company: Contact Person: Phone:

PROJECT AREAS:

Disturbed Limits = 4,400 s.f.
Existing impervious surface area = 500 s.f.
Post construction impervious surface area = 1,343 s.f.

STORM WATER MANAGEMENT:

275 s.f. of the Post Construction paved surface sheds stormwater to the existing drive curb line, through a riprap section ending up in a retention area. This retention area, EDA 2, was recently improved with a standpipe to withhold water from free-flowing off-site, thus meeting water quality and quantity requirements for a re-developed site.

The remaining driveway surface area sheds stormwater to Greenbrier Road and to the existing curb inlet.

RECEIVING WATERS:

Surface waters which will receive storm water from the site within 1 mile (aerial radius measurement) of project boundary.

Name of Water Body	Type (ditch, pond, wetland, lake, etc.)	Appendix A Special or Impaired Water?
Willow Creek Parkway	Stream	No

SOIL TYPES:

General Soils information for locations on the property are provided within the Geotechnical Investigation included in the submittal. The site consists predominantly of clayey soils to a depth of 8ft. min.

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PROJECT

**AURORA BAYCARE
MEDICAL CENTER**

**GREENBRIER
DRIVEWAY**

GREEN BAY WISCONSIN

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 19-22286
FILE NAME GREENBRIER C1 SWPPP
DRAWN BY T. KATERS
DESIGNED BY --
REVIEWED BY K. ROPPE
ORIGINAL ISSUE DATE --/--/--
CLIENT PROJECT NO. -

TITLE

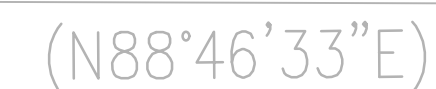
**EXISTING SITE
EROSION
CONTROL PLAN**

SHEET

C1-10



C1-20



PERIMETER CONTROL CAN BE SILT FENCE, SEDIMENT CONTROL LOG, OR WOOD MULCH.

NOTE: SWPPP COVERAGE INCLUDES ELECTRIC, GAS, TELEPHONE, AND CABLE INSTALLATION. EACH COMPANY OR THEIR SUBCONTRACTOR IS RESPONSIBLE TO FOLLOW THE REQUIREMENTS OF THIS SWPPP INCLUDING PROVIDING THEIR OWN RESTORATION IF INSTALLATION OCCURS AFTER PRIMARY INSTALLATION OF SEEDING/SODDING/MULCHING DURING CONSTRUCTION OF EACH UTILITY.

* CONTRACTOR TO CONFIRM CONSTRUCTION ENTRANCES AND / OR CONCRETE WASHOUT LOCATIONS WITH OWNER PRIOR TO INSTALLATION.

1. AUGUST - INSTALL STONE TRACKING PAD, SILT FENCE, SEDIMENT LOGS, AND CONCRETE WASHOUT STATION.
2. AUGUST - REMOVE ITEMS PLANNED FOR DEMOLITION.
3. SEPTEMBER - PROVIDE ROUGH SITE GRADING TO REMOVE TOPSOIL AND BERM MATERIAL. PROVIDE TOPSOIL STOCKPILE AS NEEDED ON THE "FARM" PROPERTY.
4. SEPTEMBER - EXCAVATE FOR NEW PAVING SECTION, CONCRETE CURBING, AND NEW DRIVE CONNECTION TO GREENBRIER.
5. SEPTEMBER - PROVIDE FINAL SITE GRADING FOR CONCRETE DRIVEWAY APRON, CONCRETE CURBING, DRIVE AREA, AND GRASS AREAS CONNECTING TO PAVED SURFACES.
6. SEPTEMBER / OCTOBER - PLACE GRAVEL BASE IN DRIVE AREA, POUR CONCRETE APRON AND CONCRETE CURBING, AND POUR NEW ASPHALT PAVING IN THE DRIVE AREA.
7. OCTOBER - PROVIDE 6" OF TOPSOIL WHERE SEEDING OCCURS, AND COMPLETE LANDSCAPING.
8. OCTOBER / NOVEMBER - ESTABLISH VEGETATION IN AREAS NOT SPECIFIED BY OTHER SURFACES WITHIN THE DISTURBED LIMITS.
9. NOVEMBER - REMOVE EROSION CONTROLS.
10. CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM 1 AS NEEDED TO COMPLETE CONSTRUCTION. MAINTAIN EROSION CONTROLS IN ACCORDANCE WITH THE WISCONSIN DNR TECHNICAL STANDARDS.
11. CONTRACTOR TO DISPOSE OF SOLIDS, SEDIMENT, FILTER BACKWASH, OR OTHER WASTE THAT IS REMOVED FROM OR RESULTS FROM THE TREATMENT OR CONTROL OF STORM WATER IN COMPLIANCE WITH APPLICABLE STATE LAWS AND REGULATIONS AND IN A MANNER THAT PREVENTS ANY WASTE FROM ENTERING WATERS OF THE STATE. DEPOSIT SEDIMENT IN AN APPROVED LANDFILL.

NOTE: REFER TO C1-30 REGARDING CONSTRUCTION ACTIVITY NOTES.



CONSTRUCTION ACTIVITY NOTES:

EROSION PREVENTION:
Installation of silt fence, sediment logs and all other erosion control measures shall be complete before other construction activity occurs. Use phased construction wherever practical and establish turf as soon as possible to minimize sediment transport.

Turf establishment or temporary seeding or mulching of all exposed soil not being actively worked should be practiced following the table below:

Type of Slope or Disturbance Area	Time Area can Remain Open Without Being Actively Worked	
	Normal Water	Impaired
Seeper than 3:1	14 days	7 days
10:1 to 3:1	14 days	7 days
Flatter 10:1	14 days	1 day
Ditches	1 day	1 day
Pipe Ends	1 day	1 day
Within 200 Feet of Surface Water	1 day	

- Temporary cover during construction is incidental.
- All exposed soils shall be seeded or sodded at the earliest possible time to prevent/reduce erosion.
- A. Reference Restoration Plan for seeding mixture and applications. Mulch shall be applied at a rate of 1.5 tons/acre. Mulch shall be disc anchored. Fertilizer shall be applied to seeded areas incidental to seeding. Fertilizer per specifications.
- B. Sod if used shall meet Wisconsin DOT Specifications.
- C. Temporary mulching shall be applied at a rate of 2 tons/acre. Mulch shall be disc anchored.

SEDIMENT CONTROL PRACTICES:

- Installation of silt fence, sediment logs and all other erosion control measures shall be complete prior to land disturbing activities occur.
- A stone tracking pad and tire washing station or other approved alternative must be constructed at the entry/exit point(s) to the project site. Reference detail on this sheet for standard practice.
- Inlet erosion protection shall be installed and maintained until turf or pavement has been established.
- The contractor shall be responsible to control erosion from leaving the construction zone. All eroded material that leaves the construction zone shall be collected by the contractor and returned to the site at the contractor's expense.
- Contractor shall take the necessary steps to minimize soil compaction and preserve topsoil on site.
- All streets must be swept within 24 hours when any tracking occurs.
- Dust from the site shall be controlled, as needed, refer to DNR Dust Control on Construction Sites (1068) Technical Standard.
- Silt fence must be installed around the perimeter of any soil stockpiled, including temporary stockpiles on the project site. Stockpiles cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.

CONSTRUCTION ACTIVITY NOTES:

POLLUTION PREVENTION:
All solid waste collected from the construction site must be disposed in accordance with all applicable regulations.

All hazardous materials (oil, gasoline, fuel, paint, etc) must be properly stored to prevent spills, leaks, or other discharge. Storage areas shall provide secondary containment and a hazardous materials spill kit. Equipment fueling and maintenance shall occur in a designated, contained area. Storage and disposal of hazardous waste must be in compliance with all applicable regulations. All runoff containing any hazardous material must be properly collected and disposed. No engine degreasing shall be allowed on site.

All sanitary wastes must be collected from portable units on site by a licensed sanitary waste management contractor. The units must be secured and shall be maintained on a regular basis as needed to prevent overfilling.

The Contractor is responsible for all construction personnel to be informed of the manufacturers' recommended spill cleanup methods, and the location of that information and cleanup supplies. If a spill occurs, the following steps shall be followed:

1. Observe the safety precautions associated with the spilled material. Stop the source of the spill, if you can do so safely. Call 911 if fire or public safety hazards are created.
2. Contain the spilled material. Dirt, sand, or any semi-impermeable material may be used to create a containment structure to prevent the material from flowing.
3. Report the spill to the City of Green Bay.
4. Clean up the spilled material and dispose of the wastes properly, with the exception of used oil. Waste generated from used oil spills must be sent to a facility for energy recovery.

The contractor is responsible for monitoring air pollution and ensuring it does not exceed levels set by local, state, or federal regulations. This includes dust created by work being performed on the site.

Concrete washout onsite: All liquid and solid wastes generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. A compacted clay liner that does not allow washout liquids to enter ground water is considered an impermeable liner. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with City of Green Bay guidelines. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.

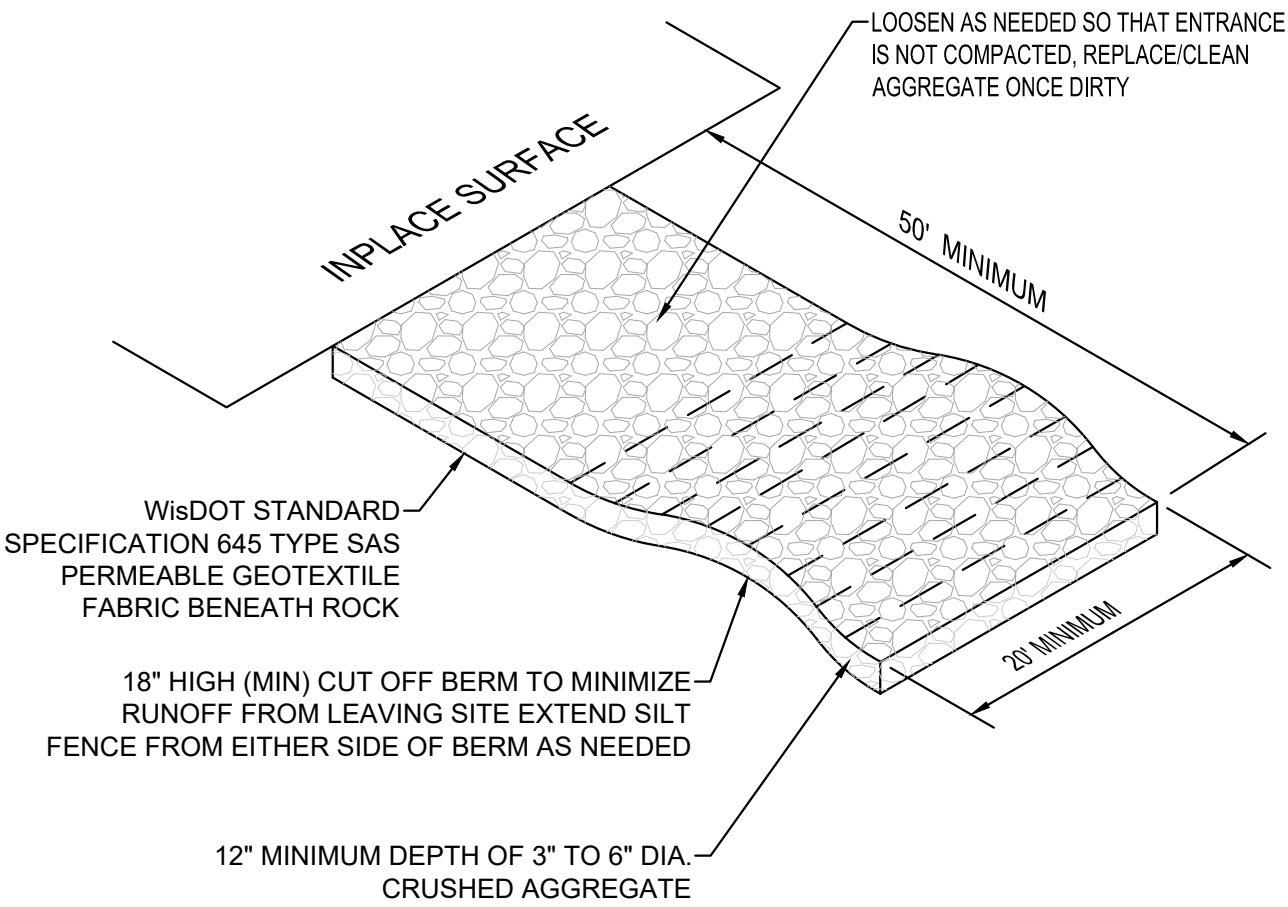
INSPECTION AND MAINTENANCE:
The Contractor is Responsible for the implementation of inspections and maintenance.

The Contractor must routinely inspect the construction site once every seven (7) days during active construction and within 24 hours of a rainfall event greater than 0.5 inches in a 24 hour period.

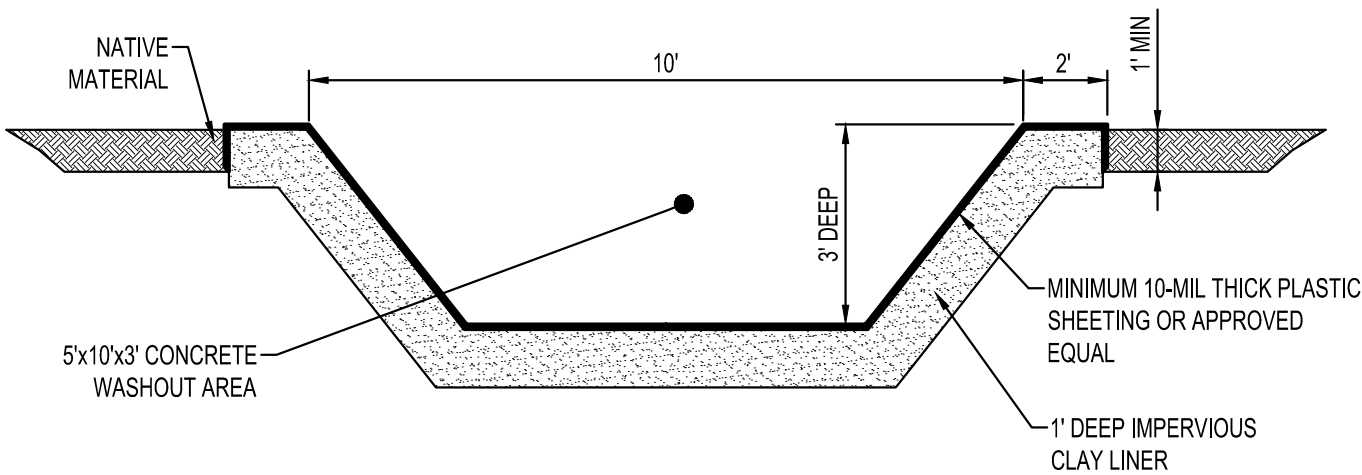
All inspections performed during construction must be recorded and records retained with the Storm Water Permit. Contractor is responsible for keeping a record of all rainfall data & erosion control maintenance until final establishment of turf.

All silt fence and bio-rolls must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/3 of the height of the roll.

FINAL STABILIZATION:
The Permittee(s) must ensure final stabilization of the site. All temporary erosion control measures and BMP's must be removed as part of the final site stabilization.



ROCK CONSTRUCTION ENTRANCE
NTS EC600



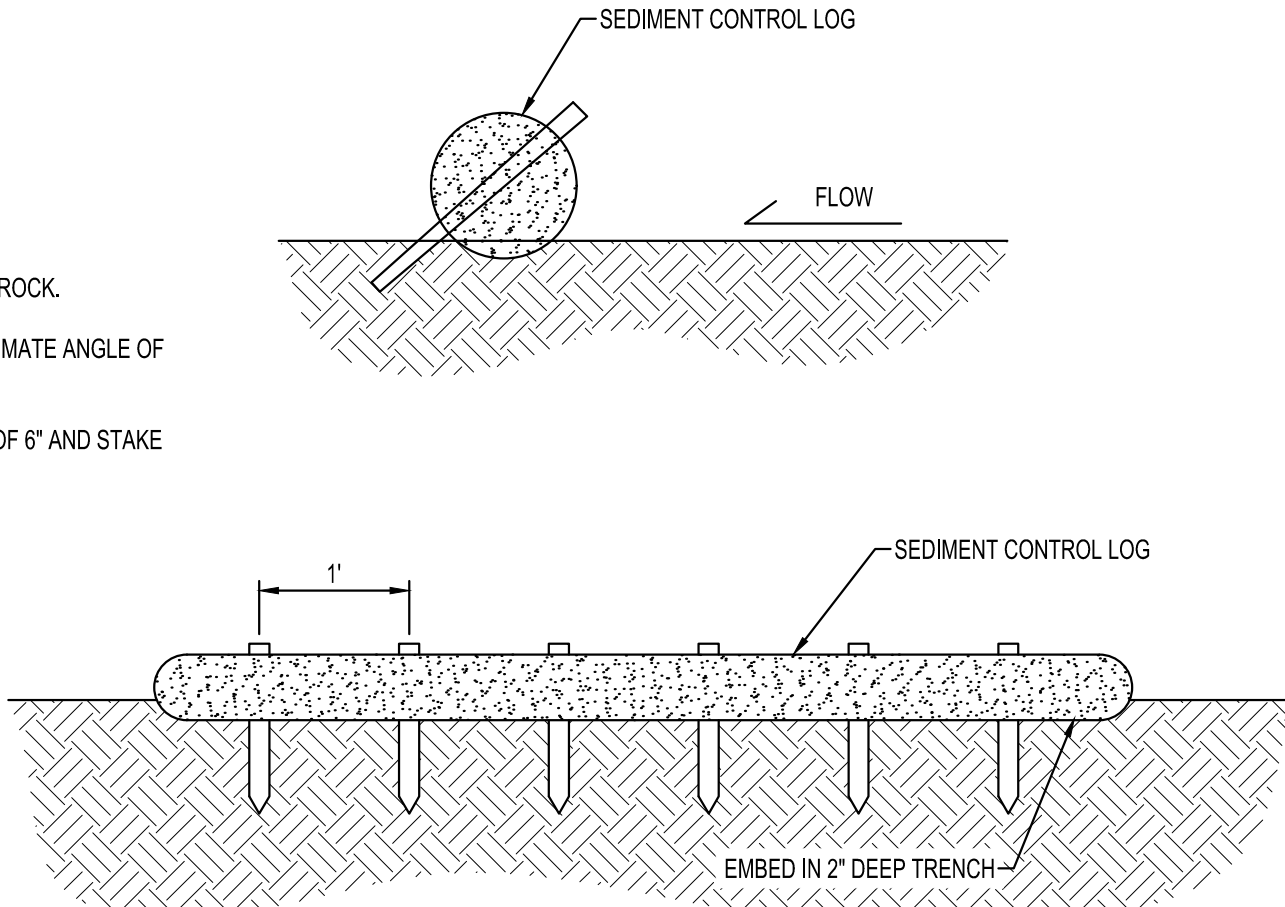
NOTES:

- CONTRACTOR SHALL INSTALL A SIGN INDICATING THE CONCRETE WASHOUT AREA.
- CONTRACTOR SHALL MAINTAIN WASHOUT AREA TO REMOVE MATERIALS BEYOND 75% CAPACITY.
- WASHOUT AREA SHALL NOT BE PLACED WITHIN 50' OF STORM DRAINS, OPEN DITCHES OR BODIES OF WATER.
- CONTRACTOR SHALL INSPECT WASHOUT AREA AS NECESSARY TO PREVENT LEAKS AND OVER TOPPING.
- WASHOUT AREA SHALL BE REMOVED AFTER CONSTRUCTION IS COMPLETE.

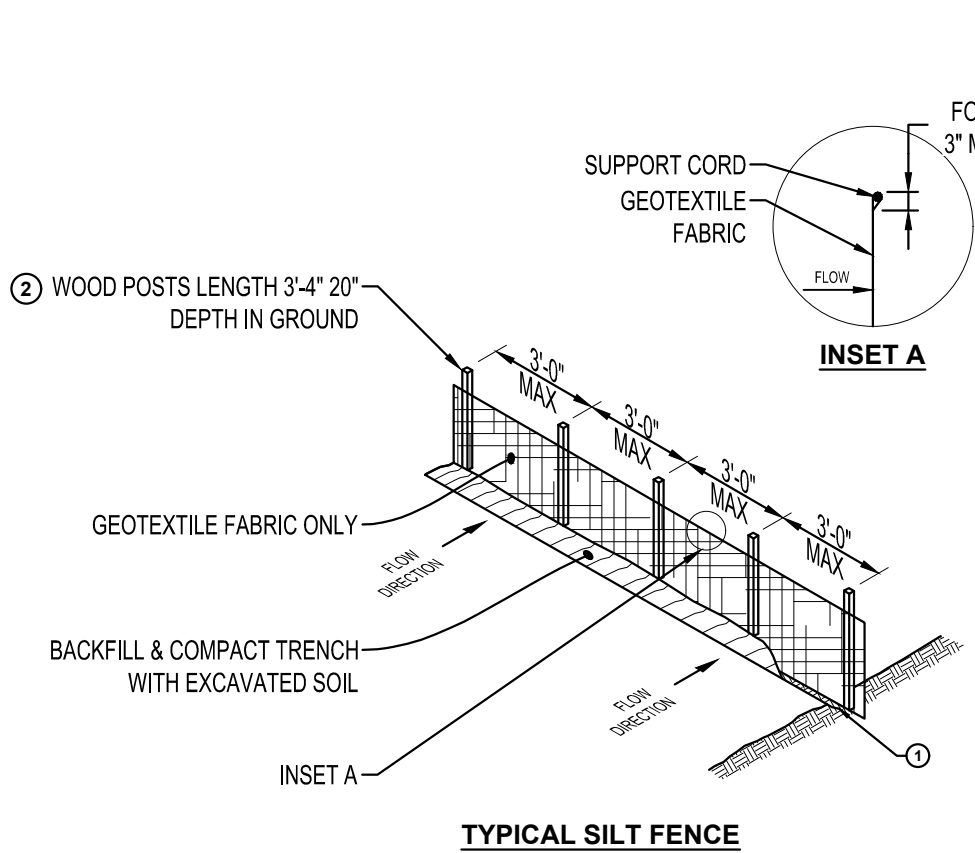
CONCRETE WASHOUT
NTS

NOTES:

- SEDIMENT CONTROL LOGS TO BE 6" DIAMETER UNLESS OTHERWISE NOTED.
- STAKED INTO THE GROUND WITH WOOD STAKES.
- WOOD STAKES ARE A MINIMUM OF 2"x16"x1/2" UNLESS PRECLUDED BY PAVED SURFACE OR ROCK.
- WOOD STAKES DRIVEN THROUGH BACK HALF OF SEDIMENT CONTROL LOG AT AN APPROXIMATE ANGLE OF 45° WITH THE TOP OF STAKE POINTING UP STREAM.
- WHEN MORE THAN ONE SEDIMENT CONTROL LOG IS NEEDED, OVERLAP ENDS A MINIMUM OF 6" AND STAKE

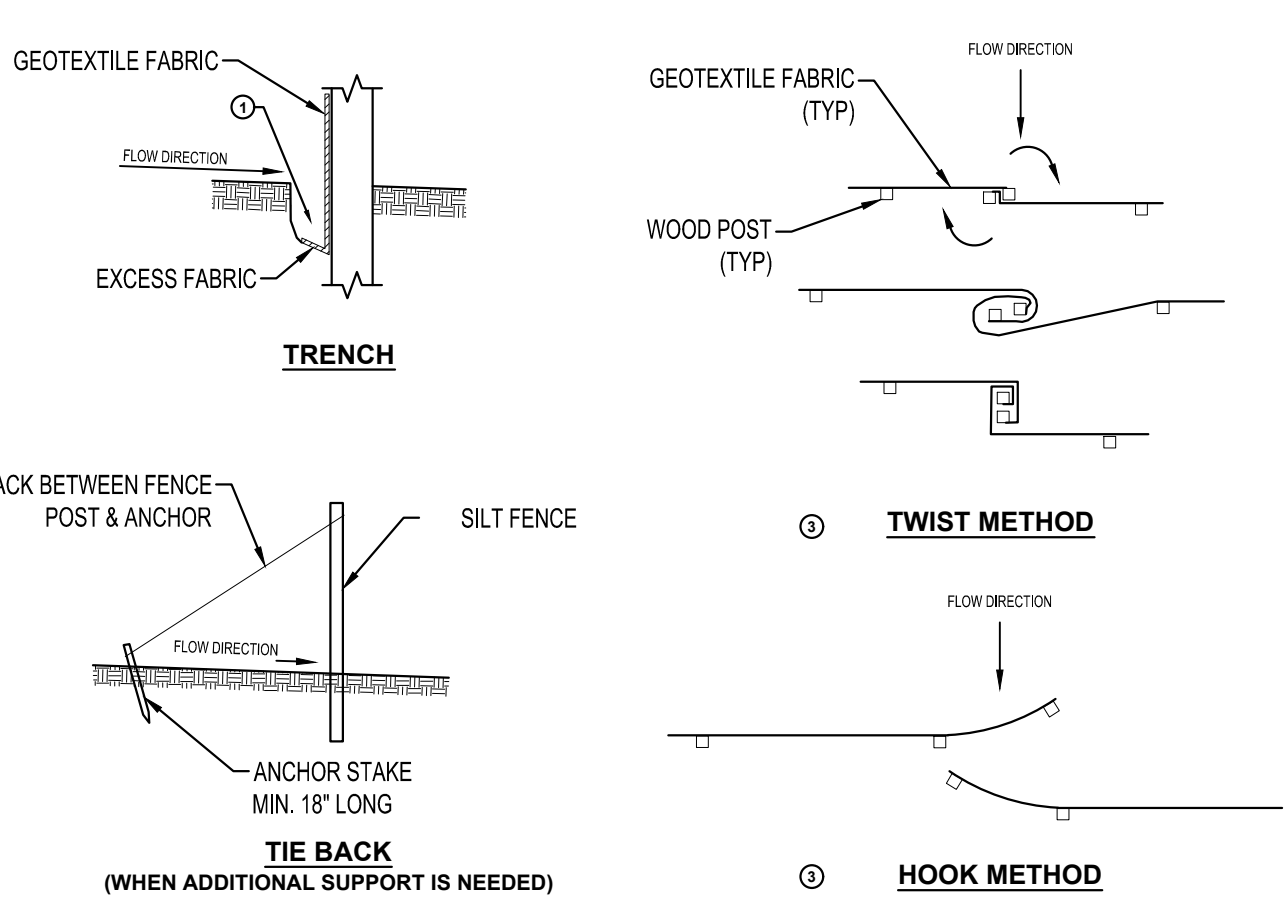


SEDIMENT CONTROL LOG STAKING
NTS

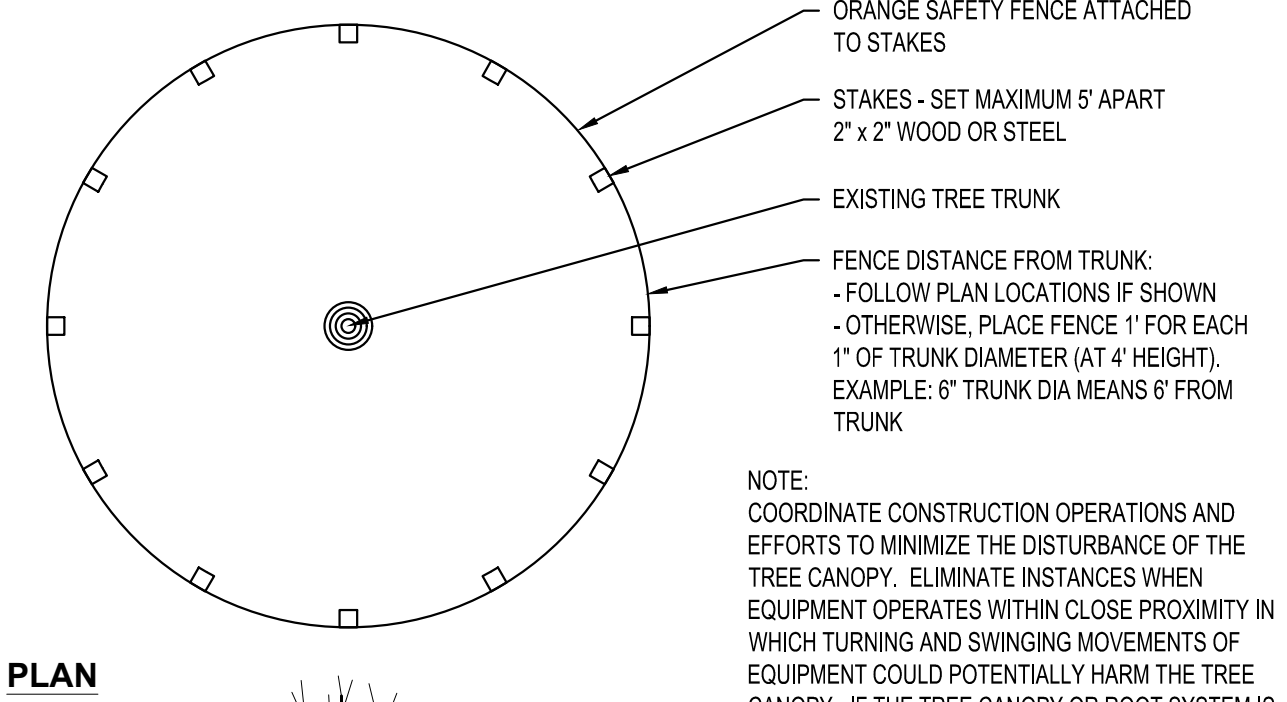


NOTES:

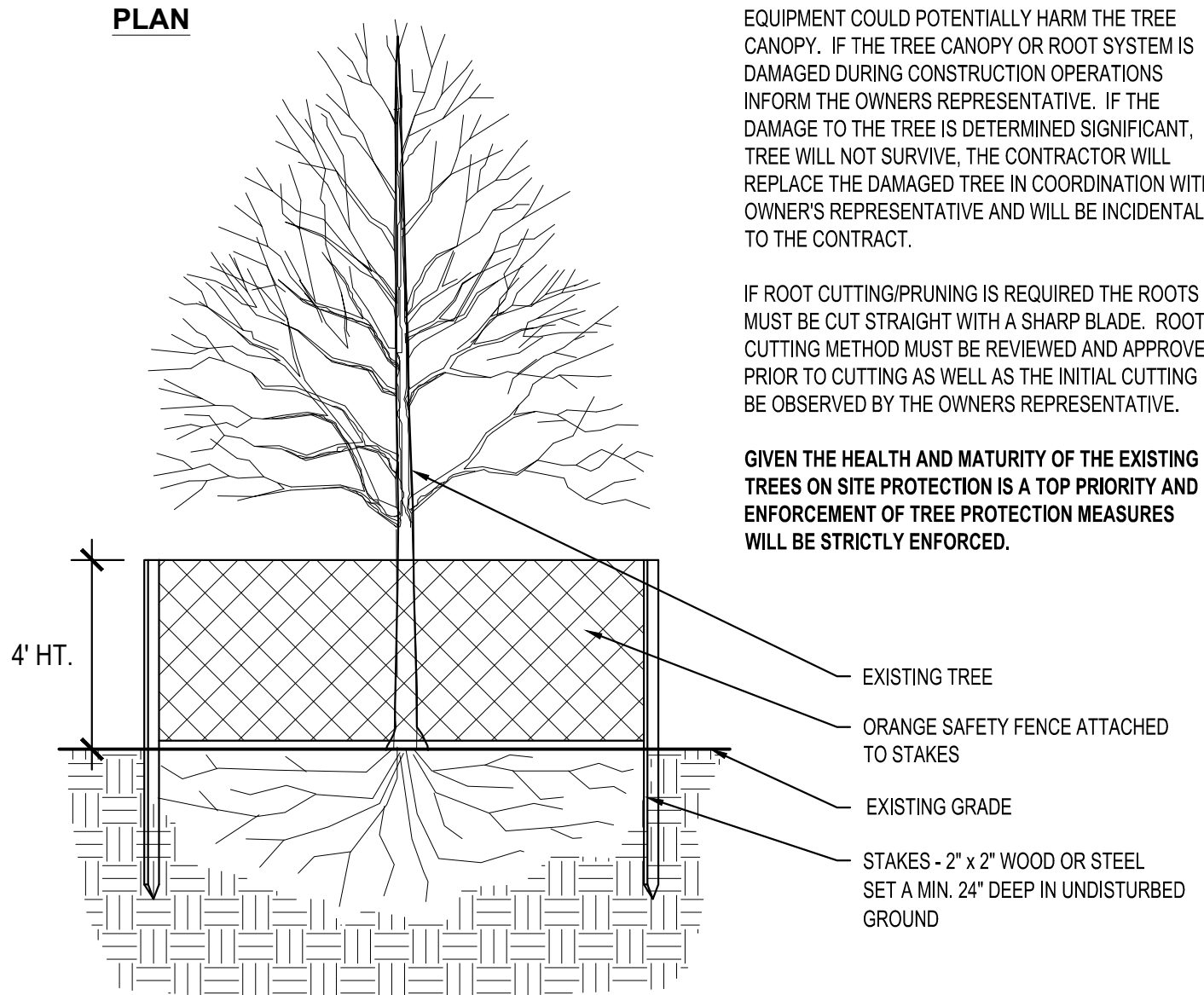
- ATTACH FABRIC TO THE POSTS WITH WIRE STAPLES OR WOODEN LATH & NAILS. ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS. 8'-0" POST SPACING ALLOWED IF A WOVEN GEOTEXTILE FABRIC IS USED.
- 1. TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY & ANCHOR TH GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH, BACKFILL, & COMPACT TRENCH WITH EXCAVATED SOIL.
- 2. WOOD POST SHALL BE A MINIMUM SIZE OF 1 1/2" x 1 1/2" OF OAK OR HICKORY.
- 3. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS.
 - A. TWIST METHOD - OVERLAP THE END POSTS & TWIST, OR ROTATE AT LEAST 180'.
 - B. HOOK METHOD - HOOK END OF EACH SILT FENCE LENGTH.



SILT FENCE
NTS EC100

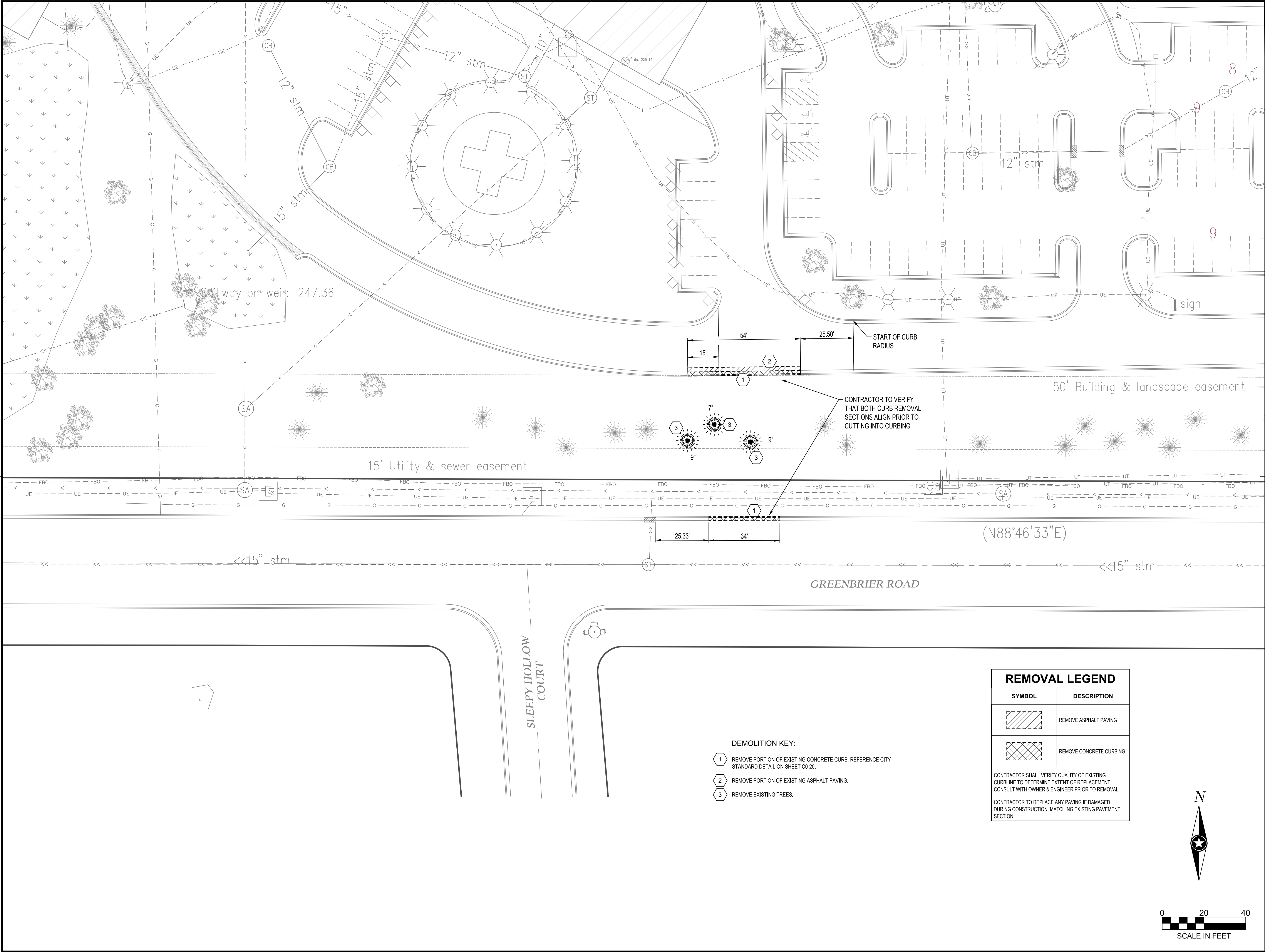


PLAN



SECTION

TREE PROTECTION FENCING
NTS



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Aurora Health Care BayCare CLINIC

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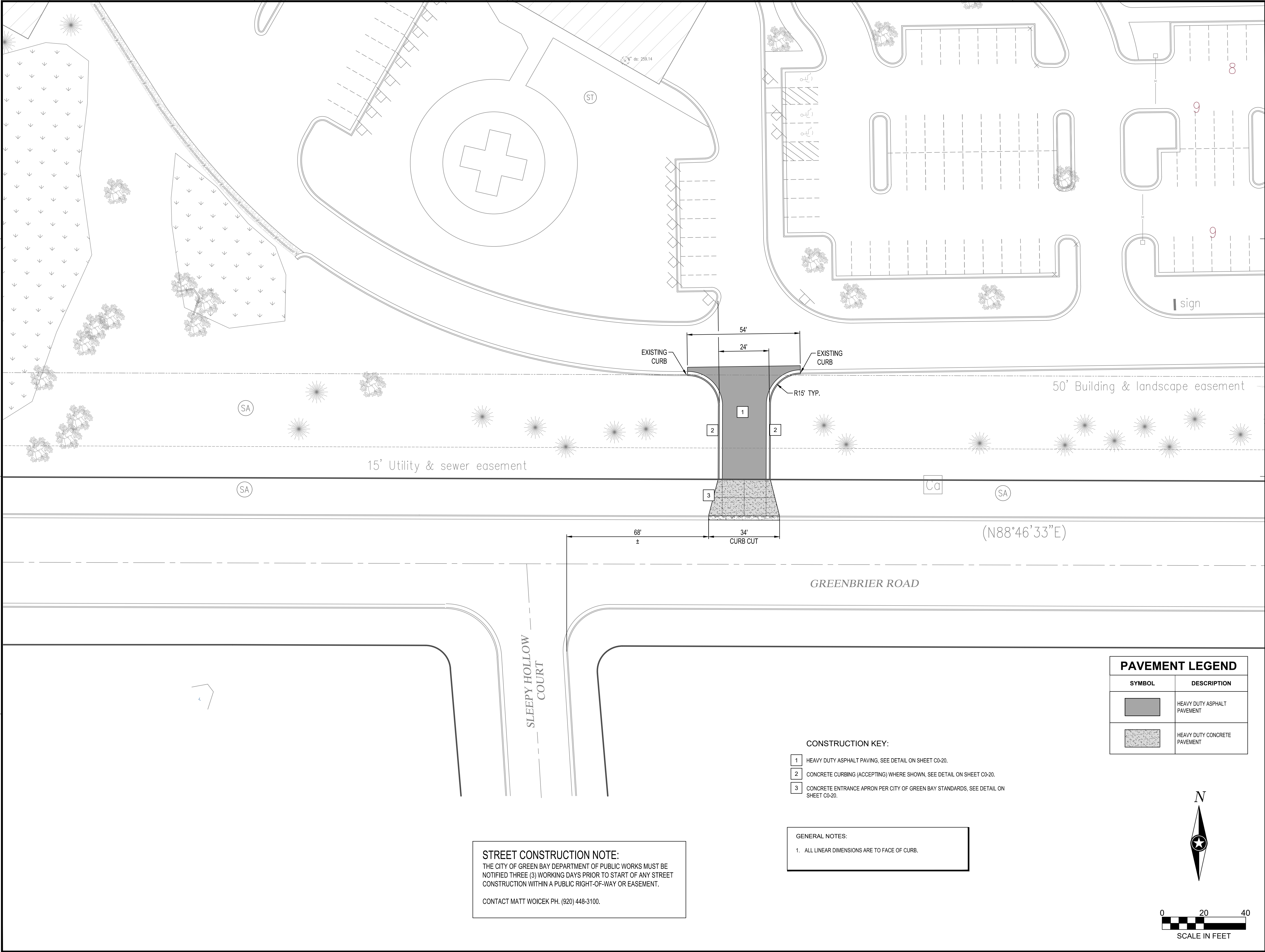
PROJECT
AURORA BAYCARE MEDICAL CENTER
GREENBRIER DRIVEWAY
GREEN BAY WISCONSIN

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22286
FILE NAME	GREENBRIER C2 EXIST
DRAWN BY	T. KATERS
DESIGNED BY	--
REVIEWED BY	K. ROPPE
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	--

TITLE
EXISTING SITE & REMOVAL PLAN

SHEET
C2-10



Aurora BayCare Medical Center

Aurora Health Care® BayCare CLINIC

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PROJECT

AURORA BAYCARE MEDICAL CENTER

GREENBRIER DRIVEWAY

GREEN BAY WISCONSIN

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

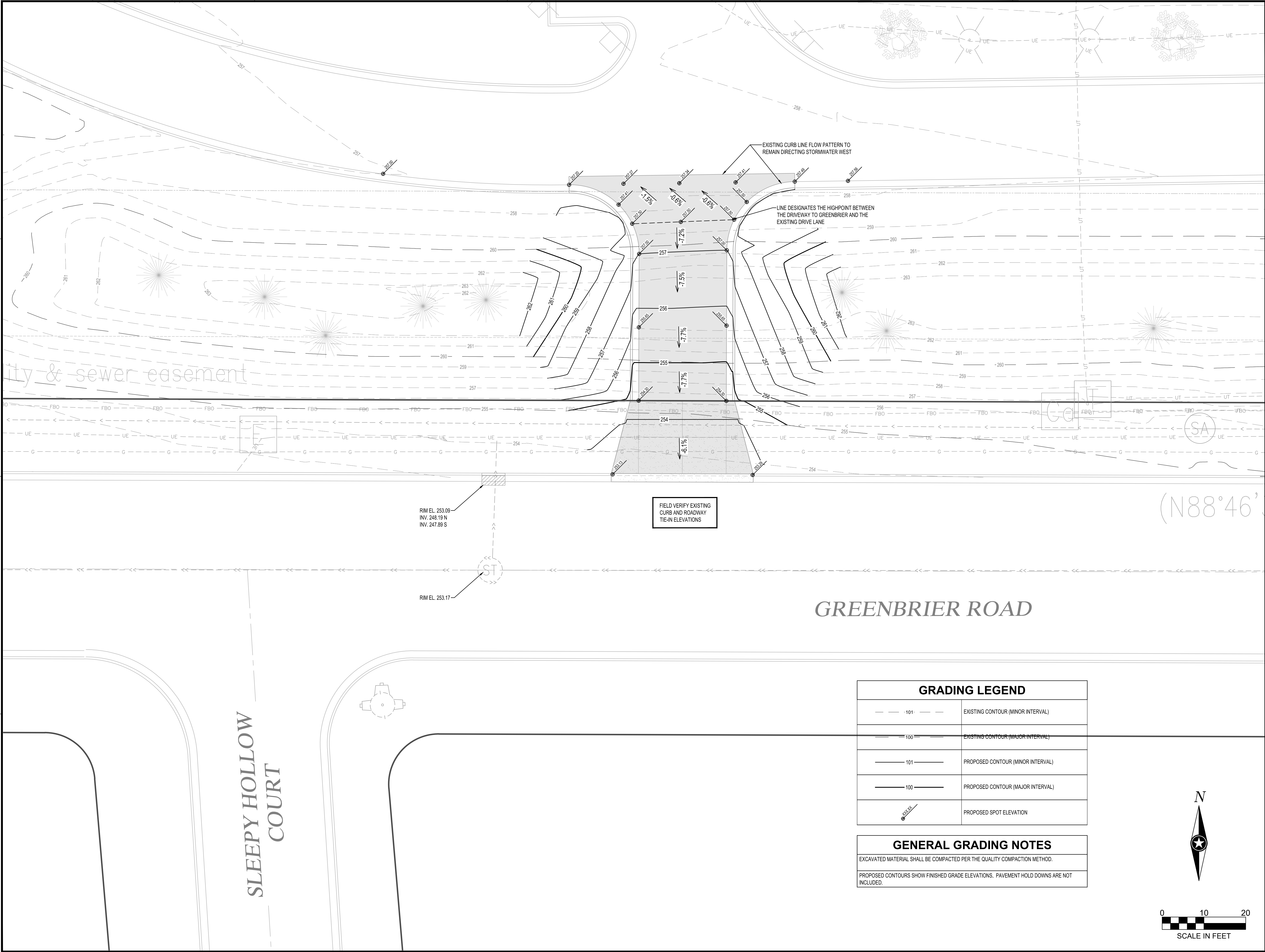
PROJECT NO.	19-22286
FILE NAME	GREENBRIER C3 SITE
DRAWN BY	T. KATERS
DESIGNED BY	--
REVIEWED BY	K. ROPPE
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE

PROPOSED SITE PLAN

SHEET

C3-10



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PROJECT

**AURORA BAYCARE
MEDICAL CENTER**

**GREENBRIER
DRIVEWAY**

GREEN BAY WISCONSIN

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

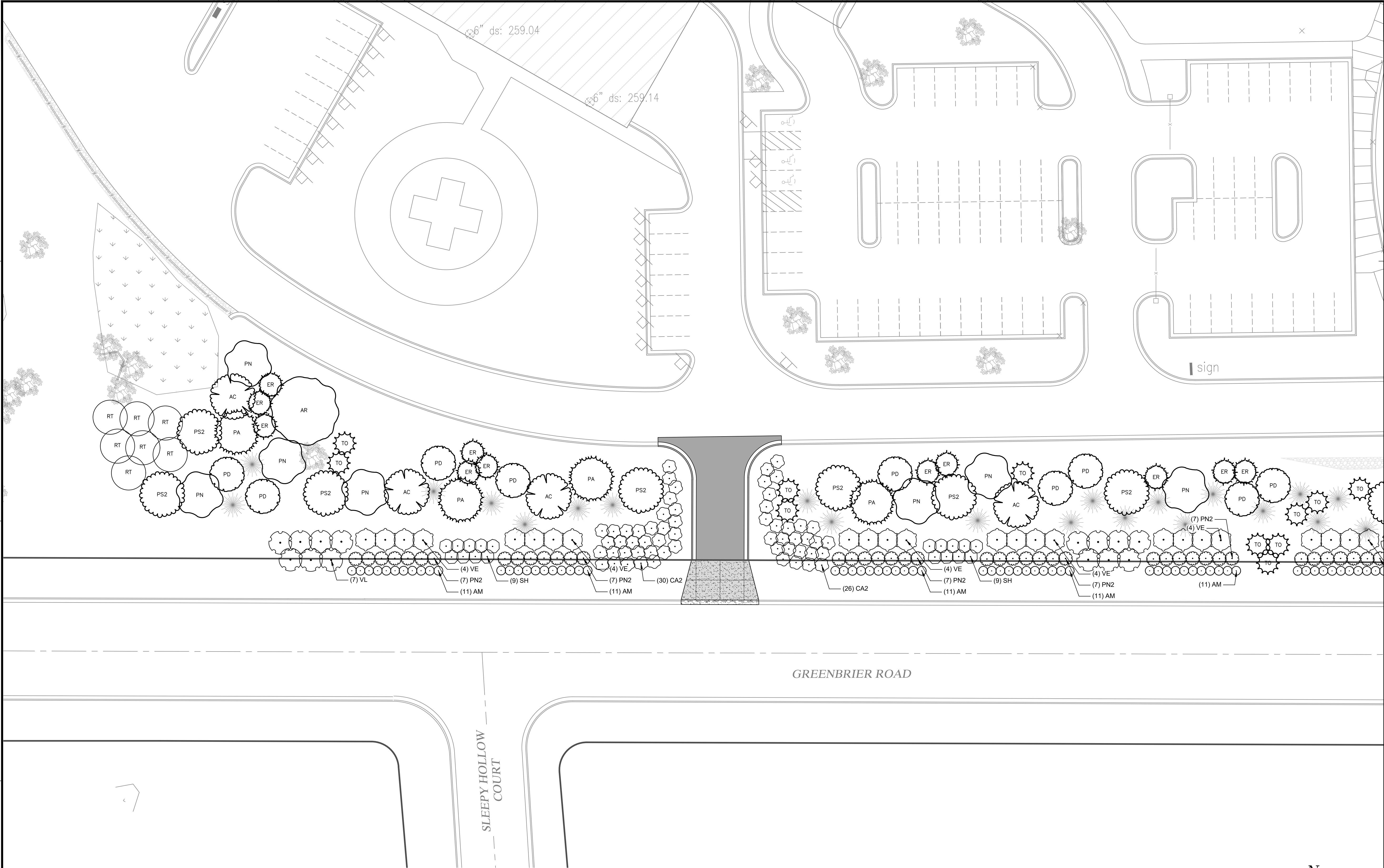
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DRAWN BY	T. KATERS
DESIGNED BY	--
REVIEWED BY	K. ROPPE
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE

**PROPOSED SITE
GRADING PLAN**

SHEET

C4-10





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PROJECT

AURORA BAYCARE MEDICAL CENTER

GREENBRIER DRIVEWAY

GREEN BAY WISCONSIN

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22286
FILE NAME	GREENBRIER CS LAND
DRAWN BY	T. KATERS
DESIGNED BY	--
REVIEWED BY	K. ROPPE
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

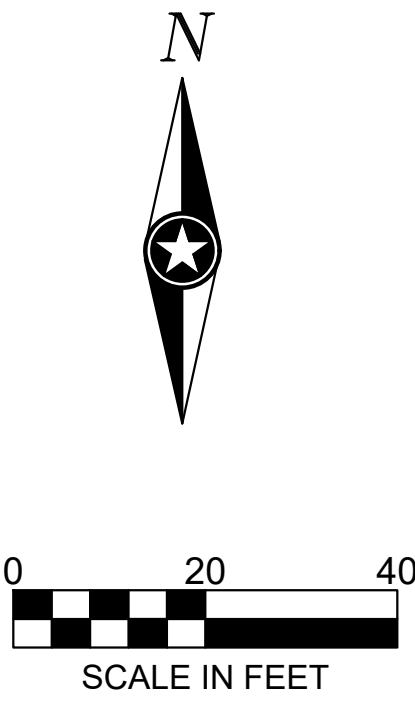
TITLE

SITE RESTORATION PLAN

SHEET

C5-10

GENERAL NOTE:
THE LANDSCAPE PLANS REPRESENT AURORA BAYCARE MEDICAL CENTER (ABMC) GREENBRIER ROAD LANDSCAPING MASTER PLAN. ABMC RESERVES THE RIGHT TO MODIFY PLANT TYPES AND QUANTITIES, AND COMPLETE AS FUTURE BUDGETS ALLOW.





PROJECT

**AURORA BAYCARE
MEDICAL CENTER
GREENBRIER
DRIVEWAY**

GREEN BAY WISCONSIN

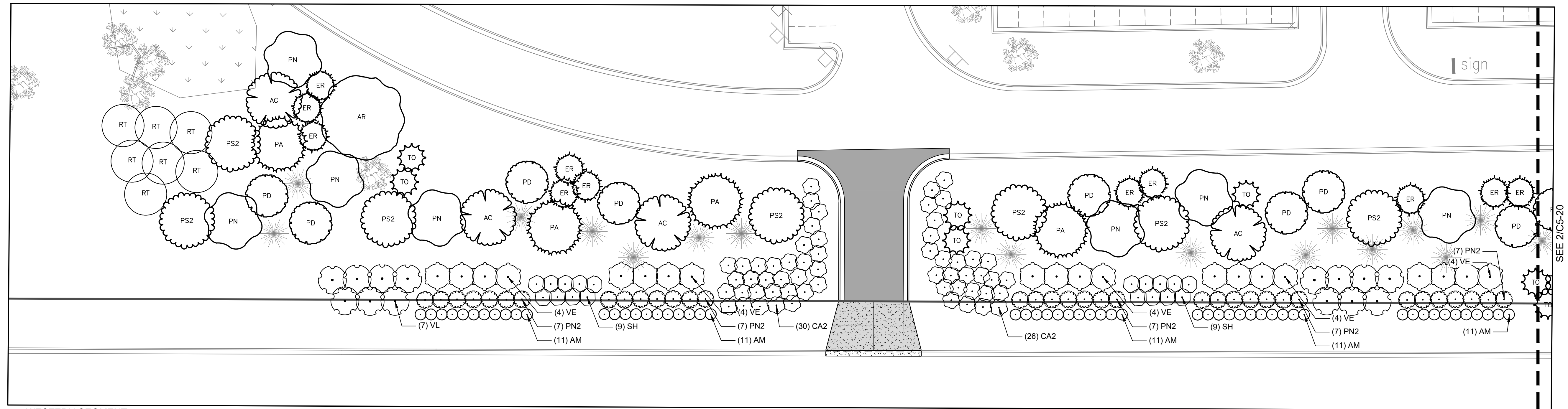
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DESIGNED BY	--
REVIEWED BY	K. ROPPE
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CLIENT PROJECT NO.	-

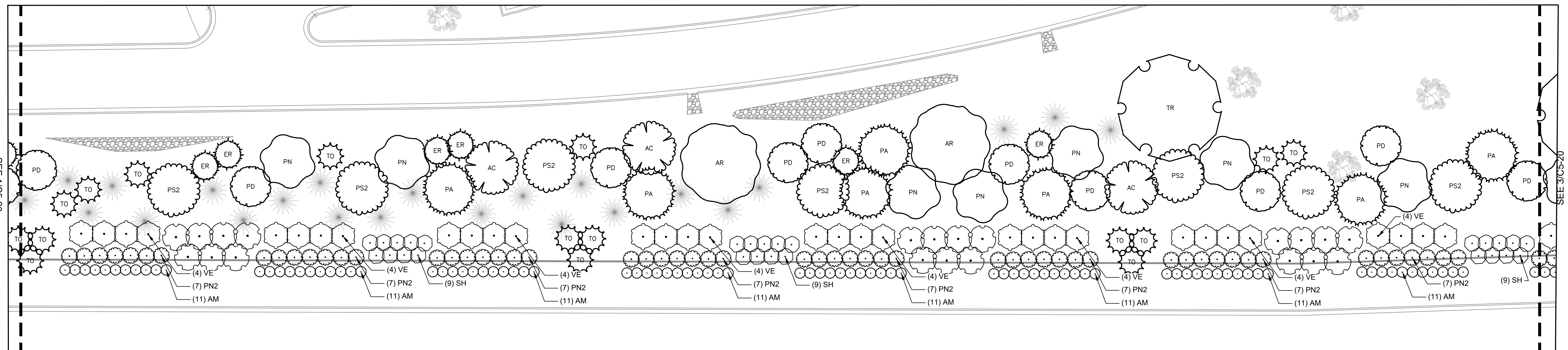
PLANTING PLAN

SHEET

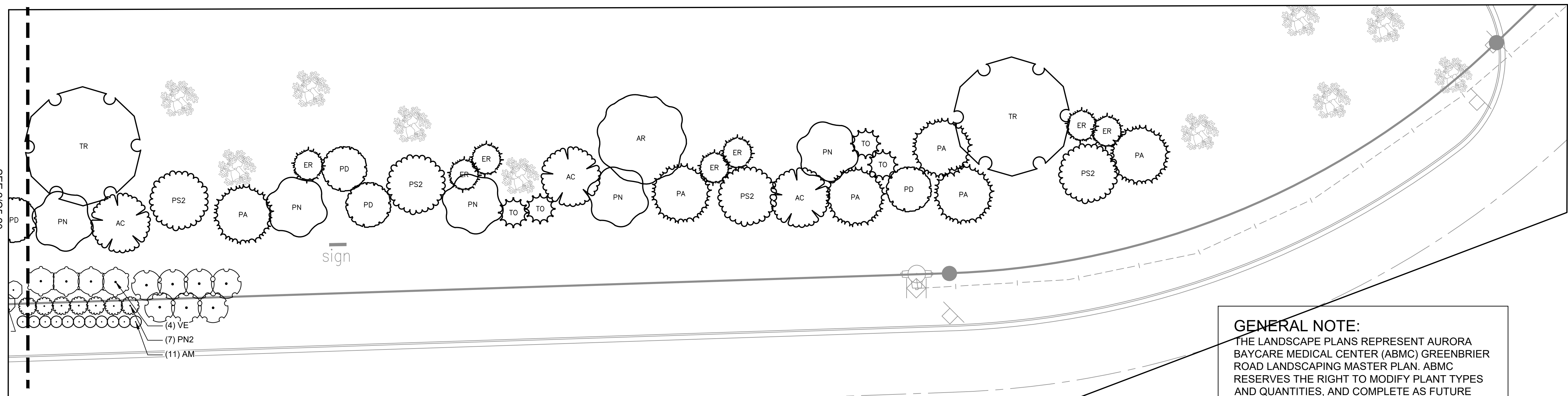
C5-20



○ WESTERN SEGMENT
SCALE 1" = 20'

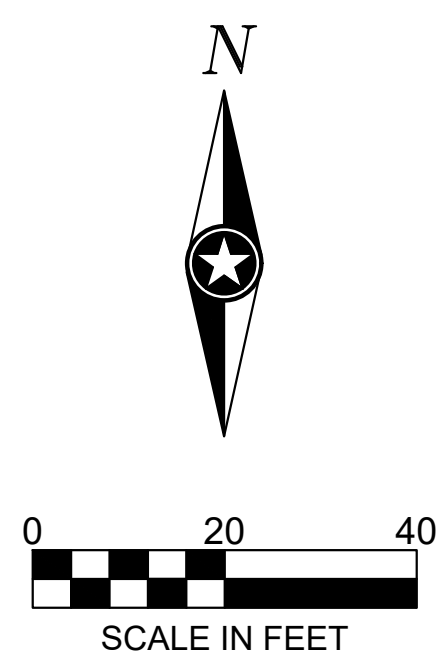


CENTRAL SEGMENT
SCALE 1" = 20'



EASTERN SEGMENT
SCALE 1" = 20'

GENERAL NOTE:
THE LANDSCAPE PLANS REPRESENT AURORA BAYCARE MEDICAL CENTER (ABMC) GREENBRIER ROAD LANDSCAPING MASTER PLAN. ABMC RESERVES THE RIGHT TO MODIFY PLANT TYPES AND QUANTITIES, AND COMPLETE AS FUTURE BUDGETS ALLOW.





 Aurora Health Care® BAYCARE CLINIC

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PROJECT

**AURORA BAYCARE
MEDICAL CENTER**

GREENBRIER DRIVEWAY

GREEN BAY WISCONSI

[illegible]

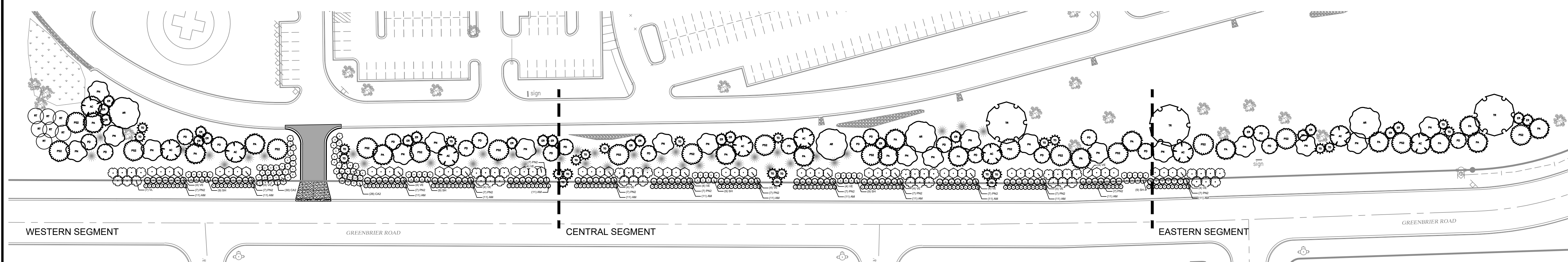
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FILE NAME	GREENBRIER C5 LAND
DRAWN BY	T. KATERS
DESIGNED BY	-
REVIEWED BY	K. ROPPE
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

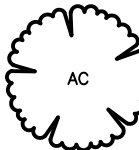
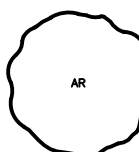
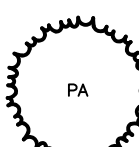
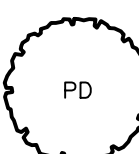
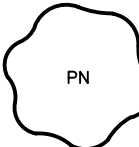
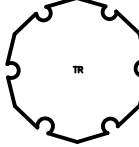
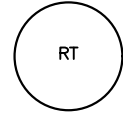
PLANTING DETAILS AND NOTES

SHEET

C5-21

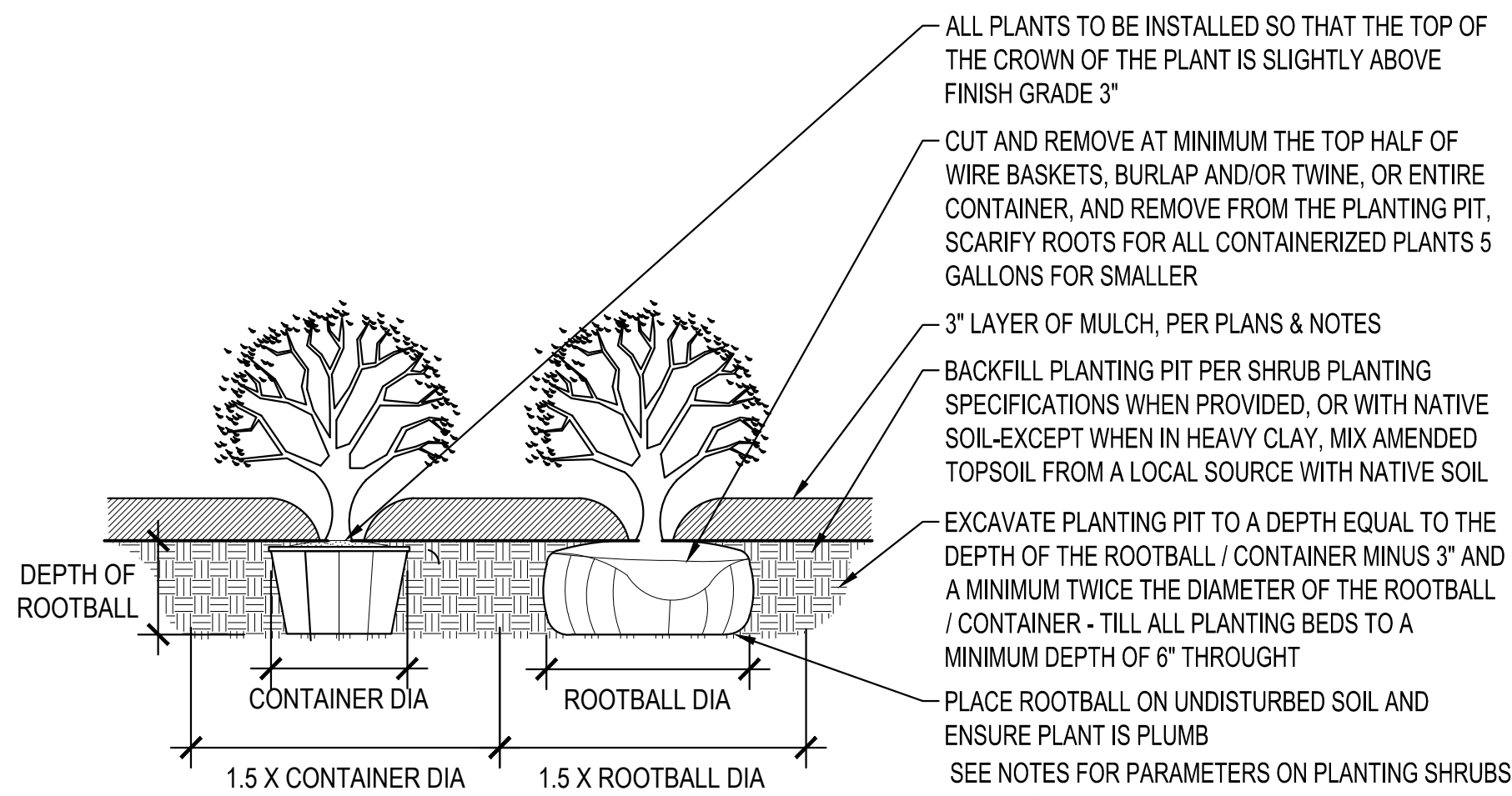


PLANT SCHEDULE

TREES	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	ROOT	REMARKS
	AC	10	White Fir <i>Abies concolor</i>	6" HT MIN	B & B	Mix of 6'-8'
	AR	4	Red Maple <i>Acer rubrum</i>	1.5" Cal.	B & B	
	ER	24	Eastern Red Cedar <i>Juniperus virginiana</i>	6" HT MIN	B & B	
	PA	17	Norway Spruce <i>Picea abies</i>	6" HT MIN	B & B	Mix of 6'-8'
	PD	21	Black Hills Spruce <i>Picea glauca</i> 'Densata'	6" HT MIN	B & B	Mix of 6'-8'
	PN	19	Austrian Black Pine <i>Pinus nigra</i>	6" HT MIN	B & B	Mix of 6'-8'
	PS2	18	White Pine <i>Pinus strobus</i>	6" HT MIN	B & B	Mix of 6'-8'
	TO	25	American Arborvitae <i>Thuja occidentalis</i>	4" HT MIN	B & B	
	TR	3	Redmond American Linden <i>Tilia americana</i> 'Redmond'	1.5" Cal.	B & B	
SHRUBS	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	ROOT	REMARKS
	AM	154	Chokeberry <i>Aronia melanocarpa</i>	5 GAL	CONT	
	CA2	57	Tatarian Dogwood <i>Cornus alba</i>	5 GAL	CONT	
	PN2	98	Ninebark <i>Physocarpus opulifolius</i>	5 GAL	CONT	
	RT	7	Staghorn Sumac <i>Rhus typhina</i>	5 GAL	CONT	
	SH	45	Albert F. Holden Lilac <i>Syringa vulgaris</i> 'Albert F. Holden'	5 GAL	CONT	
	VE	56	European Cranberrybush <i>Viburnum opulus</i>	5 GAL	CONT	
	VL	42	Nannyberry <i>Viburnum lentago</i>	5 GAL	CONT	

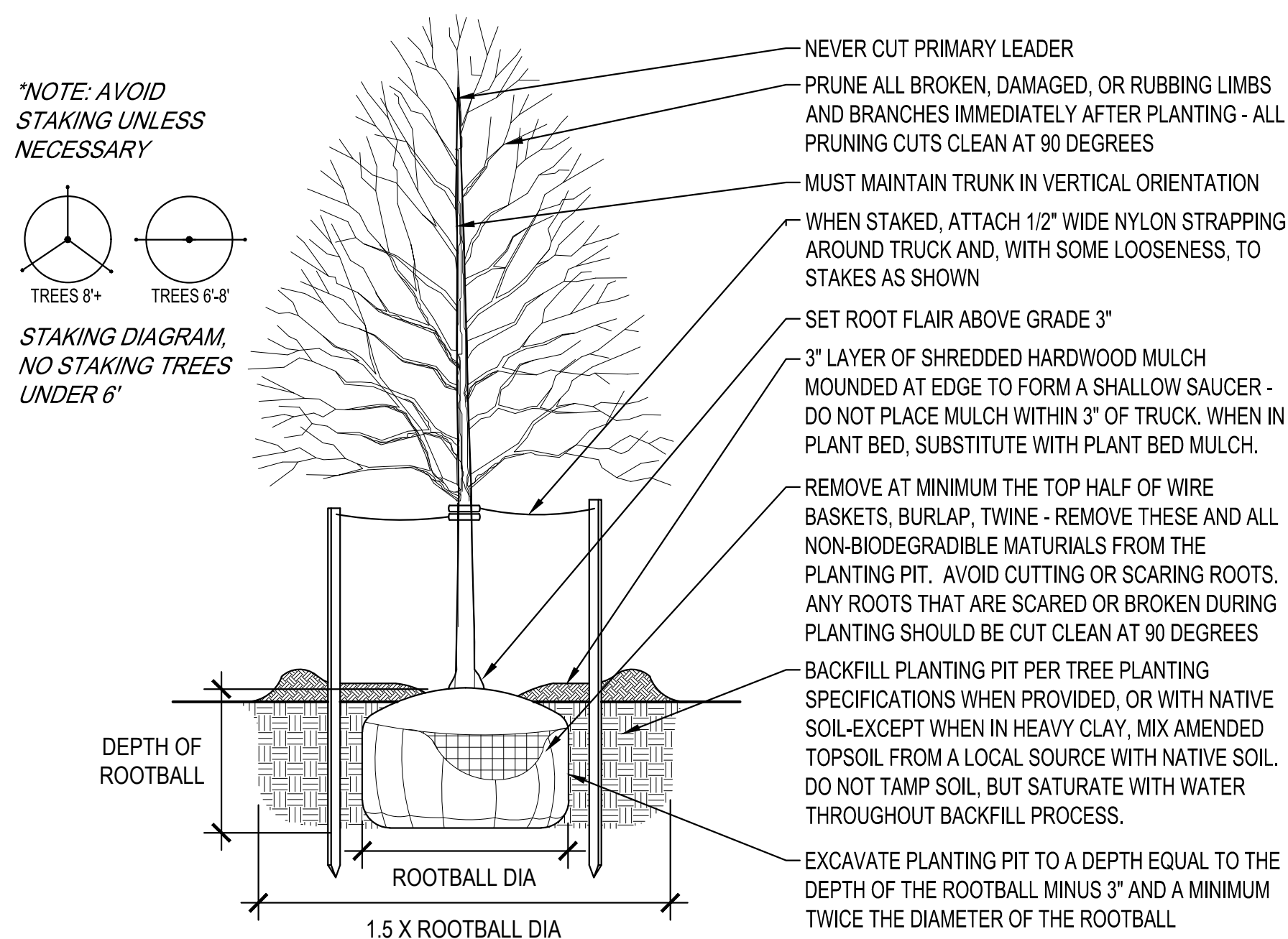
THE LANDSCAPE PLANS REPRESENT AURORA
BAYCARE MEDICAL CENTER (ABMC) GREENBRIER
ROAD LANDSCAPING MASTER PLAN. ABMC
RESERVES THE RIGHT TO MODIFY PLANT TYPES
AND QUANTITIES, AND COMPLETE AS FUTURE
BUDGETS ALLOW.

3. COORDINATE LOCATION OF ALL UTILITIES (LINES, DUCTS, CONDUITS, SLEEVES, FOOTINGS, ETC.) WITH LOCATIONS OF PROPOSED LANDSCAPE ELEMENTS (FENCE, FOOTINGS, TREE ROOTBALLS, ETC.). CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO OWNER'S REPRESENTATIVE PRIOR TO CONTINUING WORK.
2. SAVE AND PROTECT ALL EXISTING TREES AND LANDSCAPE PLANTINGS NOT NOTED TO BE REMOVED.
3. REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
4. LAWN AREAS SHALL HAVE 6" MINIMUM DEPTH OF TOPSOIL. TOPSOIL SHALL BE COMPACTED TO 85% MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT.
5. FIELD STAKE PLANTINGS ACCORDING TO PLAN. OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO INSTALLATION. OWNER RESERVES THE RIGHT TO REVISE PLANTING LAYOUT AT TIME OF INSTALLATION.
6. ALL PLANT MATERIALS SHALL BE TRUE TO THEIR SCIENTIFIC NAME AND SIZE AS INDICATED IN THE PLANT SCHEDULE.
7. IF DISCREPANCIES EXIST BETWEEN THE NUMBER OF PLANTS DRAWN ON THE PLANTING PLAN AND THE NUMBER OF PLANTS IN THE SCHEDULE, THE PLANTING PLAN SHALL GOVERN.
8. OWNER RESERVES THE RIGHT TO REVISE QUANTITIES TO SUIT BUDGET LIMITATIONS. CONTRACTOR'S UNIT BID PRICES SHALL PREVAIL FOR ANY CHANGES IN QUANTITIES.
9. ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE, AND ONLY AFTER WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE AND OWNER.
10. ALL PLANT MATERIALS MUST CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK (A.N.S.I.), LATEST EDITION PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, WASHINGTON D.C. LARGER SIZED PLANT MATERIALS OF THE SPECIES LISTED MAY BE USED IF THE STOCK CONFORMS TO A.N.S.I.
11. PLANTING MIXTURE FOR TREES AND SHRUBS SHALL BE PER WISDOT SECTION 632.
12. PROVIDE SHREDDED HARDWOOD MULCH TO A 4' DIAMETER AROUND TREES AND INDIVIDUALLY PLACED SHRUBS. FOR SHRUBS IN MASSES OR ROWS, MULCH IN A UNIFYING BED TO AID LAWN MAINTENANCE. IN ALL CASES, PROVIDE MULCH WITHOUT WEED BARRIER TO A 4 INCH DEPTH.
13. ALL PLANT MATERIAL SHALL BE GUARANTEED TO BE IN A LIVE AND HEALTHY GROWING CONDITION FOR ONE FULL GROWING SEASON (ONE YEAR) AFTER FINAL PROJECT ACCEPTANCE OR SHALL BE REPLACED FREE OF CHARGE WITH THE SAME GRADE AND SPECIES.
14. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE DUE TO OPERATIONS INSIDE AND OUTSIDE OF THE CONTRACT LIMIT LINE. ANY AREAS OUTSIDE THE LIMIT OF WORK THAT ARE DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
15. ALL TURFGRASS AND NATIVE SEED AREAS SHALL BE INSTALLED AND MAINTAINED ACCORDING TO WISDOT SECTION 630 - SEEDING, EXCEPT THAT ALL TURF AREAS DISTURBED BY CONSTRUCTION SHALL BE SEEDED, AND MAINTAINED FOR 90 DAYS OR UNTIL TURFGRASS OBTAINS A MINIMUM OF 90% SURFACE COVERAGE THAT IS GENERALLY WEED FREE. UNSATISFACTORY AREAS SHALL BE RESEEDED WITHIN AN ACTIVE GROWING SEASON. NATIVE SEED AREAS SHALL BE MAINTAINED FOR ONE YEAR FROM DATE OF ACCEPTANCE.



SHRUB PLANTING DETAIL

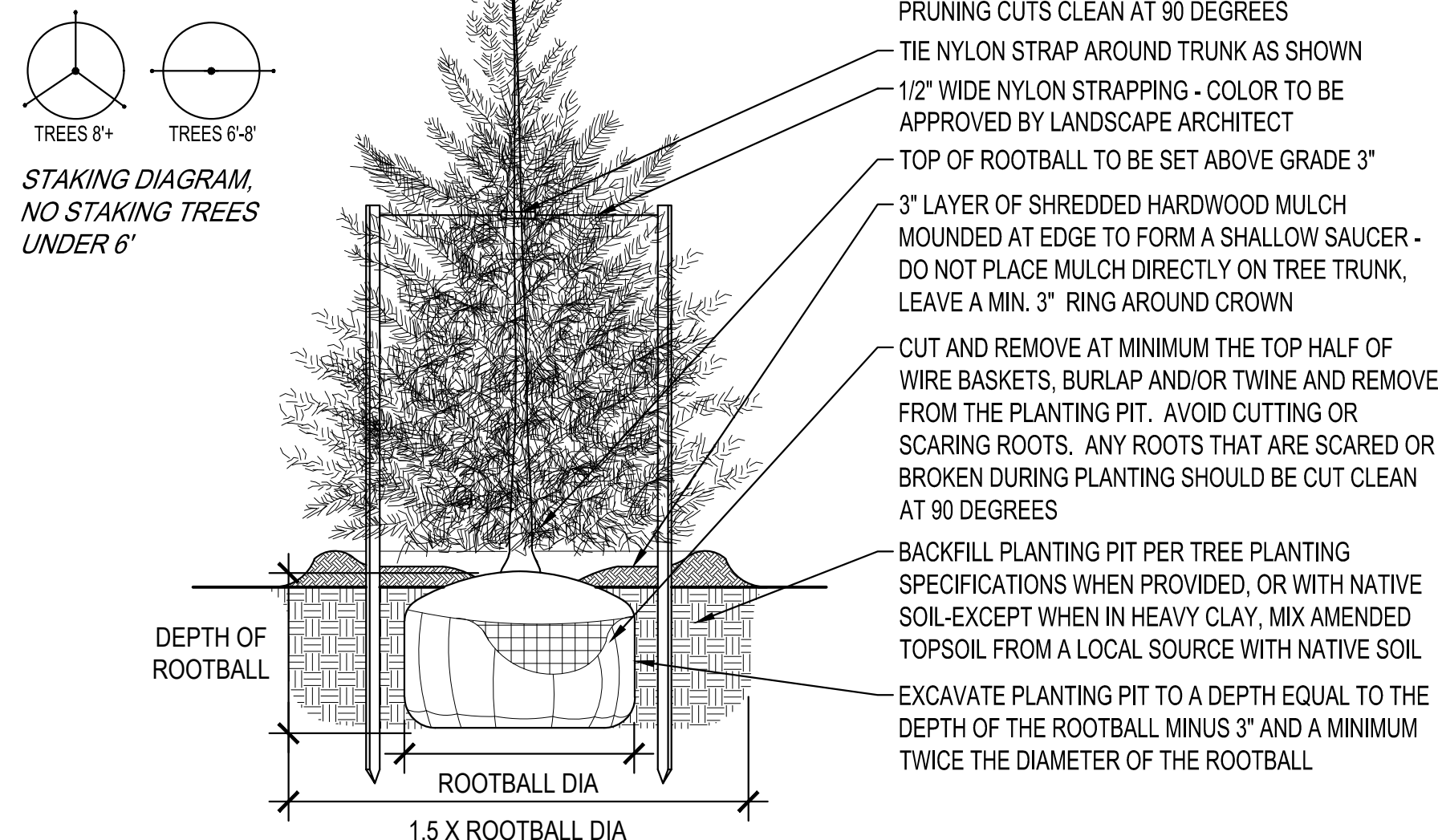
SCALE: 1" = 1'-0"



TREE PLANTING DETAIL

SCALE: 1" = 1'-0"

**NOTE: DO NOT
STAKE TREES
UNLESS INDICATED.*



CONIFER / EVERGREEN TREE PLANTING DETAIL

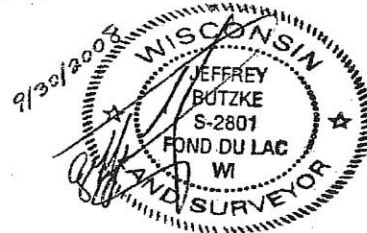
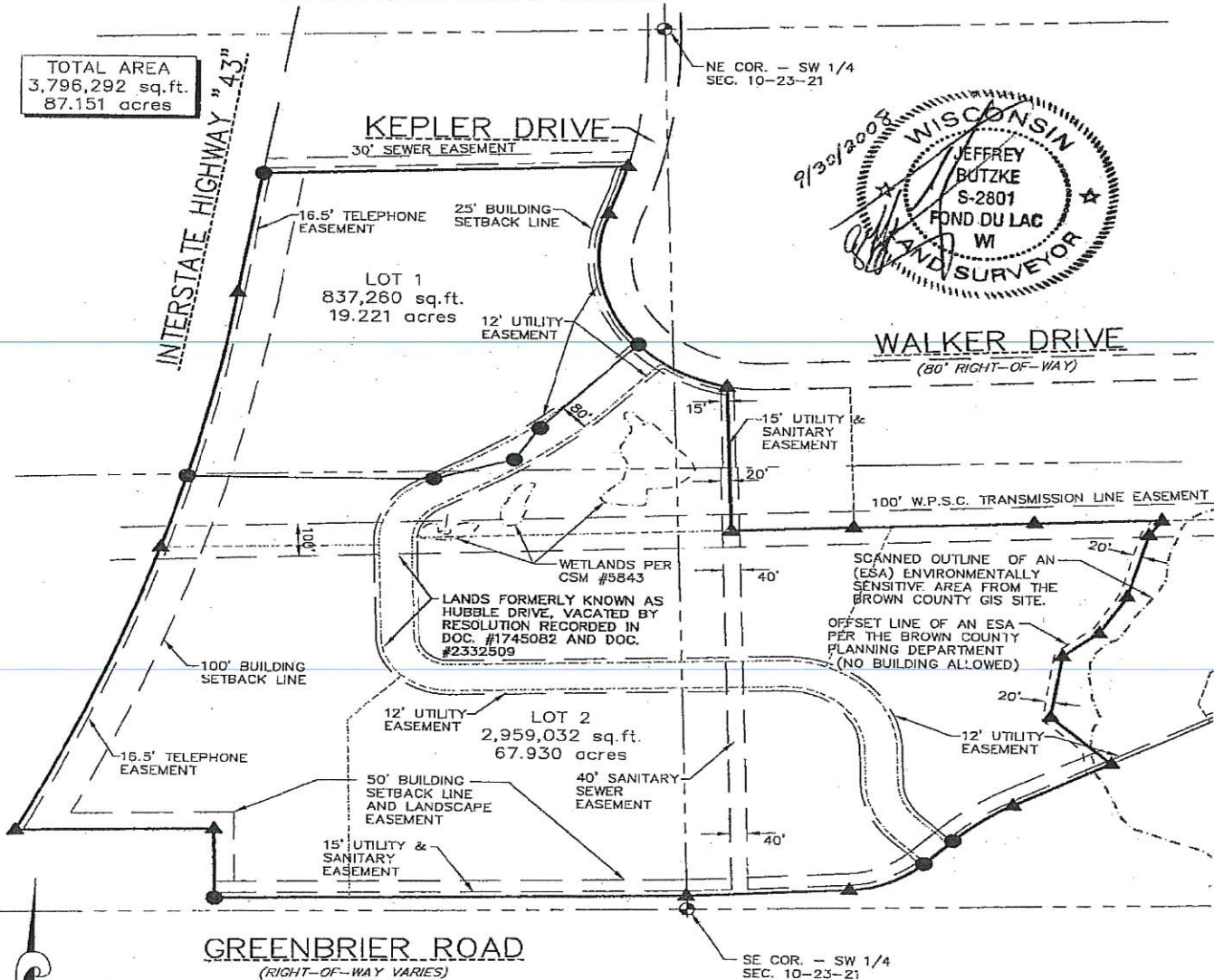
SCALE: 1" = 1'-0"

CERTIFIED SURVEY MAP

FOR
BAYCARE AURORA, LLC

ALL OF LOT 1, 2 AND 3, VOLUME 38, CERTIFIED SURVEY MAPS, PAGE 228,
ALL OF LOT 1, VOLUME 40, CERTIFIED SURVEY MAPS, PAGE 114, ALL OF LOTS
2 AND 3, VOLUME 48, CERTIFIED SURVEY MAPS, PAGE 360, ALL OF LOT 1,
VOLUME 36, CERTIFIED SURVEY MAPS, PAGE 126, AND THAT PART OF HUBBLE
DRIVE VACATED BY RESOLUTION RECORDED IN DOC. NO. 1745082 AND DOC.
NO. 2332509, ALL IN BROWN COUNTY RECORDS, AND BEING PART OF THE NE
1/4 OF THE SW 1/4, SE 1/4 OF THE SW 1/4, SW 1/4 OF THE SE 1/4 AND
THE NW 1/4 OF THE SE 1/4, SECTION 10, T. 23 N.-R. 21 E.,
CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

TOTAL AREA
3,796,292 sq.ft.
87.151 acres

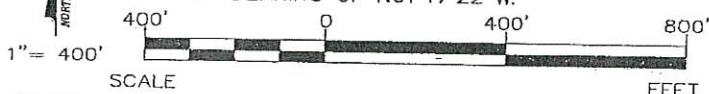


GREENBRIER ROAD
(RIGHT-OF-WAY VARIES)

LEGEND

- - 1 1/4" x 18" IRON PIPE WITH CAP SET WEIGHING 1.63 LBS/FT.
- ▲ - 1" IRON PIPE FOUND.
- ⊕ - CAST ALUMINUM MON. FOUND.

NORTH POINT REFERENCED TO THE EAST
LINE OF THE SOUTHWEST 1/4 HAVING A
RECORDED BEARING OF N01°47'22"W.



SHEET 2 OF 6 SHEETS

VOL 54 PAGE 100

OWNER:
BAYCARE AURORA, LLC
2875 HUBBLE DRIVE
GREEN BAY, WI
PROJECT NO. 610830

EXCEL ENGINEERING INC.

100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PH: (920) 926-9800
FAX: (920) 926-9801

Aurora BayCare Medical Center



2845 Greenbrier Road
P.O. Box 8900
Green Bay, WI 54308-8900

AuroraBayCare.com

6/18/19

To Whom it May Concern,

On behalf of Aurora BayCare Medical Center, I would like to voice my support for an additional driveway into our campus from Greenbrier Road, west of the main hospital entrance. This driveway is intended and will be used solely for emergency vehicle entrance and provide easy access to our ambulance garage and Emergency Department.

A potential benefit identified during our analysis was the reduction in traffic congestion at the main hospital entrance on Greenbrier Road. In the current situation, an ambulance entering our facility campus at the main entrance will encounter traffic from up to eight directions. During a critical transport, each of these encounters not only increase the time of transport, but also expose the patient and crews to additional risk. The proposed driveway will reduce these encounters to two with a plan to install sensor activated signage granting right of way to the EMS vehicle as it enters the campus.

Our analysis has shown that the addition of this driveway will not only enhance safety but may also positively impact clinical outcomes for those most critically ill patients being transported by EMS agencies from around our region by reducing total transport time.

Our campus is also enjoyed by our staff and neighbors as a destination to walk, run, and bike accessing our trails around the campus. Most of this access is done via our driveway system and provides another potential for accidents as vehicles and pedestrians yield to emergency vehicles. The proposed new access point will eliminate most of these encounters.

Please contact me with any questions regarding this proposal.

A handwritten signature in black ink, appearing to read "Gemma C.L. Bornick", with a large, sweeping flourish extending to the right.

Gemma C.L. Bornick MD, FACEP
Aurora BayCare Medical Center
Emergency Department
Medical Director and Clinical Chair

**RESOLUTION AUTHORIZING
RELEASE OF LANDSCAPE EASEMENT FOR
2845 GREENBRIER ROAD
(ED 20-01)**

August 18, 2020

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting a partial landscape easement be discontinued at 2845 Greenbrier Road.

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

1. AT&T has fiber optic cables in this area and they may be in conflict with the driveway proposal. A solution must be met between the applicant and AT&T prior to recording this discontinuance.
2. In the event that sidewalks are required to be constructed along Greenbrier Road, the adjacent owner(s) shall, at their expense, regrade the area to conform to the established sidewalk grade ordinance.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Easement Discontinuance 20-01 and the recommendation of the Plan Commission on August 10, 2020, the City of Green Bay does authorize the requested easement discontinuance for the following parcel located along Gray Court:

Tax Parcels: 21-161-2

Legal Description: ALL OF LOTS 1 & 2, VOLUME 54, CERTIFIED SURVEY MAPS, PAGE 99, MAP

NUMBER 7838, DOCUMENT NO. 2387917, AND LOTS 1 & 2, VOLUME 41, CERTIFIED SURVEY MAPS, PAGE 340, MAP NO. 6285, DOCUMENT NO. 1786049, ALL BROWN COUNTY RECORDS, BEING LOCATED IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 10, T23N-R21E, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

Area contains 2,959,030 sq. ft. / 67.93 acres more or less

Adopted _____

Approved _____

Mayor

Clerk

SJH

Attachment –Map



Report to the Green Bay Plan Commission

MEETING DATE

August 18, 2020

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # P.4

To amend Chapter 13-1716(e), Green Bay Zoning Code regarding game day parking. (Public hearing held 08/10/20)

BACKGROUND

Aldersperson/District: All

Reason for Request: To expand game day parking requirements to include mixed use, commercial and industrial zoning districts.

Report: The proposed amendment would allow for an expanded zoning district that would permit game day parking. Currently, game day parking is limited to residential zoned parcels.

Current language:

(e) The Director of Community and Economic Development and/or Director of Public Works may permit residential vehicles to be parked on the front, side, and rear yards of single- and two-family dwellings as follows:

- (1) On the days games are played in Green Bay by professional football teams of the National Football League.
- (2) During the day of a special event held at Lambeau Field when the event is expected to exceed an estimated attendance of 20,000 or more individuals.

Revised Language:

(e) The Director of Community and Economic Development and/or Director of Public Works may permit vehicles to be parked on the front, side, and rear yards of residential, mixed-use, commercial, and industrial zoned parcels, on the days games are played in the City of Green Bay by professional football teams of the National Football League and/or during the day of a special event held at Lambeau Field when the event is expected to exceed an estimated attendance of twenty thousand (20,000) individuals, provided, however, that all parking shall occur outside the vision triangle as required in Section 13-510, GMBC.

Staff feels the proposed amendment would equitable for those parcels that are in and around Lambeau Field that utilize game day parking.

RECOMMENDATION

Staff is recommending approval of the request.

FISCAL IMPACT

ATTACHMENTS

None



Report to the Green Bay Plan Commission

MEETING DATE

August 18, 2020

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # P.5

To amend Chapter 13-522, Green Bay Zoning Code regarding game day camping. (Public hearing held 08/10/20)

BACKGROUND

Aldersperson/District: All

Reason for Request: To allow limited camping or over-night stay as the result of game day events.

Report: The proposed amendment would allow for limited game day camping/overnight stay as a result of game day events related to Lambeau Field. Staff has discovered that some parcel owners in and around Lambeau Field have been utilizing their parcels for temporary uses of camping during game days. Due to their limited nature, game day or weekend camping may be considered appropriate. However, staff feels there should be some standards for those property owners considering such a use. The new language is included below:

On the days games are played in the City of Green Bay by professional football teams of the National Football League and/or by collegiate teams at Lambeau Field, areas zoned commercial and industrial may permit the temporary stay of recreational camping vehicles, not to exceed two (2) days prior to nor two (2) days after the game, provided that a site plan is filed by the property owner in accordance with Chapter 13-1800 and all of the following requirements are met:

- a. Each individual camp site is be located and identified by a site number.
- b. Each camp site has direct access to a minimum twenty (20)-ft. aisle space.
- c. The plan for electrical hook-ups for guests is code-compliant.
- d. The site plan identifies the availability of restrooms for guests.
- e. Fire pits and open flames shall be regulated by the Green Bay Fire Department.
- f. The site plan designates refuse and recycling areas.

Staff feels the proposed amendment would benefit those wishing to expand their parcels on a temporary use for camping in conjunction to events at Lambeau Field.

RECOMMENDATION

Staff is recommending approval of the request.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # Q.2

To approve the Forward Appraisal revaluation contract for the sum of \$388,900.00.

BACKGROUND

The City of Green Bay Assessors Office ("City") requested on June 10, 2020 information from qualified vendors for a revaluation assessment for commercial and residential properties within the City of Green Bay. This RFI was to assist the City in its financial and time planning for this project. The results of this request for information could result in a contract award in the future. Vendors were requested to submit the most accurate information possible so the City may evaluate all options to completing the reassessment.

The City of Green Bay last conducted a reassessment of properties in 2004. Due to recent market changes the city is out of compliance and now by State Statute is required to perform a reassessment. The City of Green Bay Assessor's office staff currently and will continue to perform maintenance and annual updates

City of Green Bay has 30,445 residential, 2,634 Commercial, and 318 other parcels for a total of 33,397 parcels to be included in the revaluation.

Estimated timeline: Goal 1/1/2022 assessment roll, with Open Book and Board of Review Fall of 2022, and included in the 2023 budget.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Forward Apraisal Revaluation Contract

City of Green Bay

CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Green Bay, Wisconsin, hereafter referred to as the "City" and Steven J. Sherpo dba Forward Appraisal LLC hereafter referred to as "Contractor."

The Contractor is a: ☐ Corporation ☒ Limited Liability Company ☐ General Partnership ☐ LLP
☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

Scope of work pursuant to Appendix A and Contractors response to RFI on Appendix D. Payment schedule pursuant to Appendix B.

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services along with City of Green Bay Standard Terms and Conditions, the City's requests for proposals/bids, the version of the Contractor's proposal/bid that was accepted by the City, and the City's Purchase Order (if any) shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor and the City Clerk (or the Purchasing Agent if so authorized) on behalf of the City of Green Bay, unless another effective date is specified in the Attachment(s) incorporated in Section 3. The effective date of this Contract shall be upon the signature by the Mayor of Green Bay. The term of this Contract shall be Until all work is completed. Estimated timeline as attached in Appendix C.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates Nichole Tesch as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 23, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3 and Section 4, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 22 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may request the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 22(b). Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 21, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**

During the term of this Contract, 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.

13. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

14. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Procurement Manager, Purchasing Department

100 North Jefferson St. Room 101

Green Bay, WI 54301

FOR THE CONTRACTOR:

15. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the Purchasing Department, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

16. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

17. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

18. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

19. **CHOICE OF LAW AND COMPLIANCE.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

The Contractor shall give all notices and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

Contractor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this Contract. The Contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

20. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

21. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$ 388,900.00 .

22. **BASIS FOR PAYMENT.**

- A. **GENERAL.**
 - (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 21 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
 - (2) The Contractor shall submit itemized invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
 - (3) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
 - (4) Final payment of any balance due to the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
 - (5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
 - (6) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
 - (7) The City will not compensate for unsatisfactory performance by the Contractor.
- B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**
 - (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 14, NOTICES.
 - (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
 - (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section

9 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.

- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

23. **CANCELATION/TERMINATION.**

- A. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- B. The City may terminate this Contract for any reason, including convenience upon prior written notification to Contractor. Termination for convenience by City will entitle Contractor to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
- C. In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Bidder under the Contract.
- D. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

24. **INDEMNIFICATION.**

Contractor hereby agrees to indemnify, defend and hold harmless the City of 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 Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, 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 City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, 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.

25. **LIMITATION OF LIABILITY**

City will not be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages. In no event shall City's aggregate liability under this agreement exceed the fees paid to Contractor hereunder

26. **INSURANCE.**

It is hereby agreed and understood that the insurance required by the City of Green Bay is primary coverage and that any insurance or self insurance maintained by the City of Green Bay, GHBA its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit

- B. Claims made form of coverage is not acceptable.

- C. Insurance must include:

- (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, GBHA, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

2. BUSINESS AUTOMOBILE COVERAGE

- A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
\$100,000 Each Accident
\$500,000 Disease Policy Limit
\$100,000 Disease - Each Employee

4. ADDITIONAL PROVISIONS

* **Additional Insured** – On the General Liability Coverage, the City of Green Bay, and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."

* **Endorsement** -The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

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

* **Notice** - City of Green Bay requires written notice of cancellation.

* **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Green Bay
ATTN: Purchasing Department, Room 101
100 North Jefferson St.
Green Bay, WI 54303

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

27. CONFIDENTIAL INFORMATION

Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see section 28) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (iii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iv) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law.

28. OPEN RECORDS

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

29. OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

30. **FORCE MAJEURE.**

Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

31. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

32. **COUNTERPARTS, ELECTRONIC DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands at Green Bay, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF GREEN BAY, WISCONSIN
a municipal corporation:**

By: _____
Eric Genrich, Mayor

Date: _____

Approved:

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

Scope of Work

1. Reviewing and confirming all neighborhood delineations, making modifications if necessary. All modifications will be supported and followed up with a new boundary map, which will be given to GIS maintenance staff to create a new neighborhood map.
2. Researching and reviewing all land sales for the purpose of establishing land values.
3. Establishing new models in Market Drive software for valuing all land in the City. This will include commercial, residential, and other land not subject to use-value rates.
 - a. Land models will use common units of measure (square foot, acres, front foot, etc.) No land will be "site valued" or "gross valued".
 - b. Land models will be set up for each neighborhood
 - c. Unique land circumstances will be identified by GIS review and proper adjustments made for items such as size, shape, location, contamination etc.
 - d. All exempt properties will be assigned to an appropriate neighborhood so a market value for land can be estimated.
4. Testing land models for accuracy and reporting results to the Assessor.
5. Researching and reviewing all improved sales for the purpose of establishing improvement values.
6. Establishing new models in Market Drive software for valuing all improvements in the City. This will include commercial, residential, agricultural and any other non-manufacturing or non-exempt improvements.
 - a. Commercial Income and Expense surveys should be distributed, collected and analyzed in order to build a thoroughly supported Income Valuation Model. CoStar data will be available for use should the surveys be incomplete.
 - b. Commercial cost model will be based on Marshall & Swift, with proper and supported adjustments tailored to the Green Bay market.
7. Testing improvement models for accuracy and reporting results to the Assessor.
8. Adjusting models based upon observations in the field and any new verifiable sales.
9. Reviewing final new values and amounts of change, paying special attention to atypical or very large percentage changes.
10. Review of assessment by drive by for 10% of properties in a neighborhood.
11. Assisting with the generation and mailing of notices.
12. Attending Open Book, answering property owner questions and providing any property owner follow-up.
13. Attending Board of Review and assisting in the defense of new property values.
14. Final compliance percentage should be between 95%-105% for residential and commercial class properties.
- 15.

1.1 Parcel and Property Data

Class	Total Parcels	Improved Parcels	Assessed Value (Estimated for 2020)
Residential	30445	29439	\$4,010,147,800
Commercial	2634	2411	\$1,747,893,900
Agricultural	206		\$558,800
Undeveloped	61		\$360,800
Ag-Use Forest	9		\$306,900

Appendix A

Productive Forest	39		\$1,115,800
Agricultural Homesite	2		\$126,500
MFL Land	1		
Exempt	2065		
Total Locally Assessed			\$5,760,510,500

Revaluation Billing Schedule

2020	\$50,000
2021	\$214,032
2022	\$124,868

Work

Month/Year	Billing Date	Billing Amount
Aug-2020	31-Aug-2020	\$10,000
Sep-2020	30-Sep-2020	\$10,000
Oct-2020	31-Oct-2020	\$10,000
Nov-2020	30-Nov-2020	\$10,000
Dec-2020	31-Dec-2020	\$10,000
Jan-2021	31-Jan-2021	\$17,836
Feb-2021	28-Feb-2021	\$17,836
Mar-2021	31-Mar-2021	\$17,836
Apr-2021	30-Apr-2021	\$17,836
May-2021	31-May-2021	\$17,836
Jun-2021	30-Jun-2021	\$17,836
Jul-2021	31-Jul-2021	\$17,836
Aug-2021	31-Aug-2021	\$17,836
Sep-2021	30-Sep-2021	\$17,836
Oct-2021	31-Oct-2021	\$17,836
Nov-2021	30-Nov-2021	\$17,836
Dec-2021	31-Dec-2021	\$17,836
Jan-2022	31-Jan-2022	\$17,836
Feb-2022	28-Feb-2022	\$17,836
Mar-2022	31-Mar-2022	\$17,836
Apr-2022	30-Apr-2022	\$17,836
May-2022	31-May-2022	\$17,836
Jun-2022	30-Jun-2022	\$17,836
Jul-2022	31-Jul-2022	\$17,852
		\$388,900

Revaluation Timeline

Phase 1	September 1, 2020 – June 30, 2021	Audit and cleanup of existing data
		Analysis of Sales Data
		Modeling of Land
Phase 2	July 1, 2021 – June 30, 2022	Modeling of Residential Improvements
		Modeling of Commercial Improvements
		Model Calibration
		Final Review
Mail Notices of Changed Assessment	August, 2022	Notification must be at least 30 days prior to the Board of Review
Open Book	August, 2022	Designate 2 weeks for Open Book
Board of Review	September, 2022	Number of days scheduled will depend on the number of cases filed

PROPOSAL FOR REVALUATION SERVICES

City of Green Bay, WI

Forward Appraisal Inc.
P.O. Box 13434
Green Bay, WI 54307

Submitted:
June 10th, 2020

Scope of Work

Revaluation Type

A Market-Interim Revaluation is to be performed for the City of Green Bay.

Revaluation Objectives (Operational Requirements)

1. Reviewing and confirming all neighborhood delineations, making modifications if necessary. All modifications will be supported and followed up with a new boundary map, which will be given to GIS maintenance staff to create a new neighborhood map.
2. Researching and reviewing all land sales for the purpose of establishing land values.
3. Establishing new models in Market Drive software for valuing all land in the City. This will include commercial, residential, and other land not subject to use-value rates.
 - a. Land models will use common units of measure (square foot, acre, front foot, etc.); no land will be “site valued” or “gross valued”.
 - b. Land models will be set up for each neighborhood
 - c. Unique land circumstances will be identified by GIS review and proper adjustments made for items such as size, shape, location, contamination etc.
 - d. All exempt properties will be assigned to an appropriate neighborhood so a market value for land can be estimated.
4. Testing land models for accuracy and reporting results to the Assessor.
5. Researching and reviewing all improved sales for the purpose of establishing improvement values.
6. Establishing new models in Market Drive software for valuing all improvements in the City. This will include commercial, residential, agricultural and any other non-manufacturing or non-exempt improvements.
 - a. Commercial Income and Expense surveys should be distributed, collected, and analyzed to build a thoroughly supported Income Valuation Model. CoStar data will be available for use should the surveys be incomplete.
 - b. Commercial cost model will be based on Marshall & Swift, with proper and supported adjustments tailored to the Green Bay market.
7. Testing improvement models for accuracy and reporting results to the Assessor.
8. Adjusting models based upon observations in the field and any new verifiable sales.

9. Reviewing final new values and amounts of change, paying special attention to atypical or very large percentage changes.
10. Assisting with the generation and mailing of notices.
11. Attending Open Book, answering property owner questions, and providing any property owner follow-up.
12. Attending Board of Review and assisting in the defense of new property values.

Implementation Plan

If the City remains out of compliance a revaluation must be performed to bring assessments to market value by the 2023 assessment year.

Our recommended implementation plan would be to complete the revaluation over the course of 2 years. Should the City decide to complete the revaluation over 3 years, there would be no additional charge to work over a longer timeline. It is important to remain somewhat flexible and responsive to current market conditions when setting this timeline, especially with the potential market changes we may see from the impact of COVID-19.

Start Work	Fall 2020
Phase 1	Audit and cleanup of existing data
	Analysis of Sales Data
Phase 2	Modeling of Land
	Modeling of Residential Improvements
	Modeling of Commercial Improvements
	Model Calibration
	Final Review
End Work	2022 Assessment Roll (or 2023 Roll)

Phase 1

Audit of Existing Data

Thorough analysis of the existing data has indicated to us that, although the information is reliable, there is a considerable amount of data clean-up that will need to occur in order to ensure reliable information from which to model new cost tables. Prior conversion from an old CAMA software to the new CAMA software Market Drive, contributed to some data inconsistencies that will need to be addressed when revaluing.

1. Review and correct all items on the Assessment Roll Audit Report

This report identifies errors such as ranch homes with second floor square footage, homes with rec rooms listed but no basement square footage, commercial buildings with mis-matched occupancies, etc.

2. Review and correct all items on the Incomplete Records Report

This report identifies properties that are missing data required to generate a value using Market Drive, as well as properties that are missing electronic sketches and digital photos. *NOTE: The City could scan existing sketches to meet the electronic records requirement; however, we would not recommend that because the CAMA software is integrated to pull square footage from the sketch to ensure accurate assessments.*

3. Review all neighborhood boundaries and ensure all parcels are correctly assigned

4. Compare and correct acreage differences between Brown County and Market Drive

5. Identify and label all waterfrontage using current maps

6. Assign all land an appropriate and consistent unit of measure

Analysis of Sales Data

Detailed analysis of sales data is the foundation for establishing models that produce market values. Much of this work is done by the Assessor and Assessment Staff each year when reviewing the validity of sales. Since Market Drive is working with converted data, there is some auditing that needs to occur to make sure the sales being used for modeling are listed properly within the program.

1. Review of land sales from prior 5 years

2. Review of improved sales from prior 3 years

Phase 2

Land Modeling

Existing land models will be adjusted based on valid vacant land sales and improved sales using the abstraction method where necessary.

Unique lots (irregular shape, access, contamination etc.) will be identified and adjusted properly.

Residential Improvement Modeling

Residential improvements will be valued using Wisconsin Property Assessment Manual Volume II with modifications made to reflect market conditions identified through the following studies:

1. Analysis of new construction costs and new home sales to determine local modifier
2. Analysis of depreciation based on sales studies
3. Analysis of necessary market modifiers for residential components (style, interior and exterior ratings, basement egress, etc.)

Commercial Improvement Modeling

Commercial improvements will be valued using Marshall & Swift Cost Manual with modifications made to reflect market conditions identified through the following studies:

1. Analysis of new construction costs and sales to determine local modifier
2. Distribution and analysis of income surveys (with the incorporation of CoStar data) for producing an income valuation approach for relevant commercial properties
3. Identify custom market adjustments for commercial property types based on sales data

Model Calibration

All models will be tested by comparing newly computed value with recent sales data. Additional adjustments will be made if necessary.

Final Review

All properties will be office-reviewed for consistency and equitability

- | | |
|----------------|----------------|
| 1. Residential | 30,437 parcels |
| 2. Commercial | 2,645 parcel |
| 3. All Other | 315 parcels |

Documentation of Progress

All work will be conducted in cooperation with the Assessor and Assessment Staff. The Assessor and Forward Appraisal personnel will meet monthly, or as needed, to review the overall progress of the revaluation. The Assessor will be kept up to date on the progress of the revaluation at these meetings and will be responsible for communicating to us the level of satisfaction with the work being performed.

City Involvement

The following assumptions were made regarding the City's involvement in the revaluation:

1. The City will furnish adequate office space for Forward Appraisal to conduct business. This would include at least two offices, each with a computer and access to all paper records, electronic records, and Market Drive and Apex software.
2. The City will be responsible for the cost of printing and mailing all notifications of assessment (approximately 35,000 letters) as well as assisting with stuffing and mailing those notices.
3. The City will facilitate the setup and coordination of GIS integration within Market Drive CAMA software.
4. City Assessor and City Appraisers will be expected to hold Open Book and Board of Review along with Forward Appraisal. This includes handling calls and walk-ins pertaining to residential properties located in their assigned neighborhoods.
5. The City Appraisers will be expected to complete the residential sketching that still needs to be done to get all sketches digital and in Market Drive. There are approximately 22,450 such parcels. The following is a projection of what City Appraisers would need to complete during maintenance work:

$$5 \text{ Appraisers} \times 18 \text{ Sketches/Day} \times 260 \text{ Workdays} = 23,400 \text{ Sketches}$$

We have included a line item in the Estimated Cost section to reflect the cost if Forward Appraisal is to complete the residential sketching.

6. The City will maintain and provide access to CoStar data as a commercial valuation resource.
7. The City Assessor and City Appraisers will continue to be responsible for maintenance year work including building permits, sale reviews, requested reviews, splits and combinations, mobile home valuations and all personal property.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # Q.4

To approve moving forward with an RFQ for the purchase of a replacement tornado siren on Lombardi at Lambeau to be paid for by contingency.

BACKGROUND

Per Fire Chief Litton, the tornado siren on Lombardi at Lambeau Field was damaged beyond repair and was removed. The siren should be replaced either this year out of contingency or in next year's capital improvement program. The attached quotes were sent to Brown County and are for reference only. The siren would need to be bid if approved.

The ECC are advising that it is not economical to repair, so should be replaced. Brown County will do basic maintenance on the siren if it's replaced, and the 911 Center will set off for tests and following the normal triggers. It is up to the Municipality to determine replacing a siren or not when a new one is needed.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Lambeau Field 2001 Siren Quote 6-26-20
2. Lambeau Field Siren Install Estimate #5369
3. Green Bay T-128 Replacement Head rev2
4. Green Bay 2001-130 Siren Quote 8-5-20

Contact Name: Lauri Maki

Customer: Brown County

Address: 300 E Walnut St

City: Green Bay

State: WI

Country: USA

Office Phone: 920-391-7401

Quotation No.: ANS

62620150253

Reference quote no. on your order

E-mail: Lauri.Maki@BrownCountyWI.gov

Mobile Phone: 920-606-3243

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below.
Delivery schedule cannot be established until radio information is supplied, if applicable.

June 26, 2020

Item No.	Qty.	Federal Model/ Part No.	Description	Unit Price	Total
1			Project Name		
2			Command and Control		
3	1				
4	1				
5	1				
6	1				
7	1				
8			Equipment		
9	1	2001-130	Electro-mechanical rotating siren, 130 db(C) 800Hz	\$7,503.00	\$7,503.00
10	1	DCFCTBD	DIGITAL CONTROLLER, NO RADIO	\$5,301.00	\$5,301.00
11	1	Q1751587B-01	CABLE,RADIO,KENWOOD,FCM	\$51.00	\$51.00
12	1	OMNI-21	ANTENNA, 806-866MHz	\$338.00	\$338.00
13	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$114.00	\$114.00
14	1				
15	1				
16	4				
17	1				
18			Services/Installation		
19	1				
20	1				
21	1				
22	1				
23	1	ES-FREIGHT	SHIPPING FEES	\$532.28	\$532.28
Total Weight:				Total:	\$13,839.28

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to accept Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Sales Representative, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment and labor additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached for details.

Delivery: 8-10 Weeks

Freight Terms: FOB - University Park, IL (Factory)

Terms: Equipment - Net 30 Days upon Shipment

Services - Net 30 Days, as completed

Proposed By: Bill Van Dyn Hoven

Company: Emergency Communication Systems

Address: W971 County Road CE

City,State, Zip: Kaukauna, WI 54130

Country: USA

Work Phone 920-585-4001

Fax:

Bill Van

Signature



2645 Federal Signal Drive
University Park, Illinois 60484-0971
800.548.7229
alertnotification.com

Contact Name: Lauri Maki

Customer: Brown County

Address: 300 E Walnut St

City: Green Bay

State: WI

Country: USA

Office Phone: 920-391-7401

Zip: 54301

E-mail: Lauri.Maki@BrownCountyWI.gov

Mobile Phone: 920-606-3243

Quotation No.: ANS

62620150253

Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below.
Delivery schedule cannot be established until radio information is supplied, if applicable.

Approved By: Bill VDH

June 26, 2020

Purchase order MUST be made out to:

Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484



Emergency Communication Systems

Safety First

W971 County Road CE
Kaukauna, WI 54130
920-585-4001

Estimate

Date	Estimate #
6/26/2020	5369

Name / Address
Brown County Emergency Management 3030 Curry Lane Green Bay, WI 54311-4875



Description	Qty	Rate	Total
•Install (1) Federal Signal Siren per Federal Signal installation specifications at site approved by the county (Packer Stadium) •Furnish and install 4 batteries as recommended by Federal Signal battery specifications •Furnish and install electrical accessories for 120 vAC operation of siren •Program, Test and Optimize System	1	3,675.00	3,675.00
Vertex 5900 Radio	1	885.00	885.00
Optional But Recommended:	0	1,350.00	0.00
-Remove and dispose of old siren pole -Furnish and install new 50' Class 2 Wood Pole City/Village is responsible for electrical utility cost (if any) for connecting the utility power or commercial power to the electrical disconnect installed by ECS at the pole, unless otherwise negotiated. The following rock clause will apply: In the event that rock or any other obstructions are encountered while digging, work at the site will be discontinued until the City/Village can offer an alternate site that will not require unexpected expenses to Emergency Communication Systems such as the cost of rock removal.			

Total	\$4,560.00
--------------	------------

Phone #
920-585-4001

E-mail
Bill@Siren-Service.com

Web Site
www.EmergencyCommunicationSystems-ECS.com



8600 W. Bradley Road, Milwaukee, WI 53224

Tel: (800) 243-2911

Tel: +1 414 358-8000

Fax: +1 414 358-8008

Web: www.americansignal.com

Sales Person: Tony Diaz

Quote #: 200807-TD

Date: 8/11/2020

Project: T-128 Replacement Head

Company: City of Green Bay

Address: 100 N. Jefferson Street

City, State, ZIP: Green Bay, WI, 54301

Country: USA

Contact Name: Calvin Winters

Title: Procurement Manager

E-Mail: Calvin.Winters@greenbaywi.gov

Telephone: 920-448-3048

Mobile:

Other:

Item	Qty.	Model	American Signal Equipment	Unit	Extended Price
			T-128 AC/DC		
1	1	T-128-DC	Rotating Siren 129.5dB 48v DC Siren	\$ 11,869.00	\$ 11,869.00
2	1	PM-4	Pole Mount - Tempest T-128	\$ 370.00	\$ 370.00
3	1	KIT-OMNI-ANT-7	Antenna, VHF, 35' coax Omni-Directional	\$ 274.94	\$ 274.94
4	1	CSC-960-FSK	Central Station Controller-960, FSK Format includes 10 programmable push buttons	\$ 5,500.00	\$ 5,500.00
5					
6			Shipping		
7			EXW:8600 W. Bradley Road, Milwaukee Wisconsin 53224		\$ -
20			Discount Only Applies to Equipment Does Not Apply to Installation & Commissioning	20.00%	\$ (3,602.79)
36			Standard ASC Warranty Applies to Order		\$ 14,411.15
37			Taxes - Not Included		
38			Project Totals - US Funds		\$ 14,411.15
				25% Due with order =	\$ 3,602.79

Domestic Payment Terms:

All prices are in USD and Equipment Accounts are 25% due at time of order. (Engineering, Mobilization & Acquisition), 75% due Net 30 days upon shipment of equipment. If project is turn key installation contract 25% Down payment with 65% Net 30 days upon shipment of equipment to customer designated location or installers site with a 10% retainage. Net 10 days upon final start up and test of system. Payments tendered by Credit Card will be subject to a 4% processing Fee.

Validity: This quotation is valid for 30 days from date of issuance.

Shipping Terms: EXW Factory, 8600 W. Bradley Road, Milwaukee Wisconsin 53224 in accordance with Incoterms® 2010.

Installation services: If installation services are provided in contract, all change orders will be authorized in writing before work is performed outside of the scope of the contract. If during installation of a system we encounter rock that cannot be removed by standard drill and pier methods, all work will stop and the customer will be notified of the situation before work resumes. Special equipment required to penetrate the rock or other site conditions as well as relocation of the site/pole will continue on a cost plus basis once authorized in writing by the customer.

These are standard ASC Terms and Conditions and are not reflective of negotiated or proposed contract language under invitations to bid or final requests for proposals. All international orders require a full wire transfer of funds to our bank in Milwaukee, WI.

Contact Name: Calvin Winters

Customer: Green Bay

Address: 100 N Jefferson St

City: Green Bay

State: WI

Zip: 54301

Country: USA

E-mail: Calvin.Winters@greenbaywi.gov
Quotation No.: ANS

80520111407
Reference quote no. on your order
Office Phone: 920-448-3048

Mobile Phone:

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below.
 Delivery schedule cannot be established until radio information is supplied, if applicable.

August 5, 2020

Item No.	Qty.	Federal Model/ Part No.		Unit Price	Total
1			Project Name		
2			Command and Control		
3	1				
4	1				
5	1				
6	1				
7	1				
8			Equipment		
9	1				
10	1	2001-130	Electro-mechanical rotating siren, 130 db(C) 800Hz	\$6,789.00	\$6,789.00
11	1	DCFCTBD	DIGITAL CONTROLLER, NO RADIO	\$4,796.00	\$4,796.00
12	1	Q1751587B-01	CABLE,RADIO,KENWOOD,FCM	\$46.00	\$46.00
13	1	OMNI-21	ANTENNA, 806-866MHz	\$306.00	\$306.00
14	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$103.00	\$103.00
15	1				
16	1				
17	1				
18			Services/Installation		
19	1				
20	1				
21	1				
22	1				
23	1	ES-FREIGHT	SHIPPING FEES	\$481.60	\$481.60
Total Weight:				Total:	\$12,521.60

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Delivery: 8-10 Weeks

Freight Terms: FOB - University Park, IL (Factory)

Terms: Equipment - Net 30 Days upon Shipment

Services - Net 30 Days, as completed

Proposed By: Bill Van Dyn Hoven

Company: Emergency Communication Systems

Address: W971 County Road CE

City,State, Zip: Kaukauna, WI 54130

Country: USA

Work Phone 920-585-4001

Fax:
Approved By: Bill VDH

Bill Van Dyn Hoven

Signature:

Purchase order MUST be made out to:

Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

Contact Name: Calvin Winters

Customer: Green Bay

Address: 100 N Jefferson St

City: Green Bay

State: WI

Zip: 54301

Country: USA

E-mail: Calvin.Winters@greenbaywi.gov

Office Phone: 920-448-3048

Mobile Phone:

Quotation No.: ANS

80520111407

Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below.
Delivery schedule cannot be established until radio information is supplied, if applicable.

August 5, 2020

SHIPPING ADDRESS

Contact Name: Bill Van Dyn Hoven

Customer: Emergency Communication Systems

Address: W971 County Road CE

State: WI

City: Kaukauna

Country: USA

Phone: 920-585-4001

Accepted By: _____
Signature:

Title:



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # R.I

To approve the proposed phasing plan and budget for the shoreline/beach project at Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Shoreline Improvements Phasing Plan 620
2. FOBB Letter 2020-08-06

PROPOSED SHORELINE PHASING PLAN
BAY BEACH AMUSEMENT PARK 8-12-2020

Bay Beach Shoreline Projects - Available Funding		
1	Bond 2018	\$5,000,000
2	Committed Donations to Date	\$723,000
3	NRDA - Construction Grant	\$200,000
4	WI Coastal Management - Construction Grant	\$100,000
5	Fund for Lake Michigan - Construction Grant	\$75,000
6	WPS - Construction Grant	\$50,000
7	2021 - Excess Park Revenue	\$750,000
8	2022 - Excess Park Revenue	\$750,000
9	2023 - Excess Park Revenue	\$500,000
10	2024 - Excess Park Revenue	\$500,000
11	2025 - Excess Park Revenue	\$500,000
12	\$1 Million Donation from Friends of Bay Beach	\$1,000,000
Total Available Funding		\$10,148,000
Total Spent to Date or Committed Expenses		
1	Additional Engineering Fees Beyond Grant Funding	\$193,265
2	Misc. Costs to Date	\$35,518
3	Construction Cost to Install Pier Pilings by Ferris Wheel	\$331,064
Total Spent to Date		\$559,847
Staff Proposed Phase 1 Projects		
1	Additional Pier Engineering	\$30,000
2	Remaining Pier Construction	\$2,100,000
3	Shoreline Walk Installation	\$535,000
4	Site Work and Erosion Control	\$190,000
5	Stormwater Management Pond	\$550,000
6	10% Contingency	\$340,500
7	2020 Debt Reduction Savings - Funded by Excess Bay Beach Revenues	\$400,000
8	Funding to go towards other Park projects to reduce debt	\$750,000
Total Proposed Phase 1 Shoreline Projects		\$4,895,500
Staff Proposed Phase 2 Projects In Priority Order		
1	Replace Falling Star Ride at Bay Beach - Friends of Bay Beach Donation	\$500,000
2	Beach, Grooming Equipment, Bathhouse and Utilities	\$1,860,000
3	10% Contingency for Beach, Bathhouse and Utilities	\$186,000
4	Train Relocation	\$450,000
5	Parking Lot Paving	\$550,000
6	10% Contingency for Train and Parking Lot	\$100,000
7	2023 Debt Reduction Savings - Excess Bay Beach Revenue	\$500,000
8	2024 Debt Reduction Savings - Excess Bay Beach Revenue	\$500,000
9	2025 Debt Reduction Savings - Excess Bay Beach Revenue	\$500,000
10	2025 Debt Reduction Savings - Friends Of Bay Beach Donation	\$500,000
Total Proposed Phase 2 Projects		\$5,646,000
Total Spent to Date		\$559,847
Total Proposed Phase 1 Project Cost		\$4,895,500
Total Proposed Phase 2 Project Cost		\$5,646,000
Total Cost of All Projects (Spent to Date, Phase 1 and Phase 2)		\$11,101,347
Total Available Funding		\$10,148,000
Additional Funds Needed - Will be secured through pending lawsuit, additional fundraising, additional grants, or excess revenues from Bay Beach prior to the completion of the Phase 2 projects.		\$953,347

NOTES:

- The length of the Phase 1 pier will be shortened as needed to accommodate the \$2.1 million construction budget.
- All Phase 1 projects will begin in the Fall of 2020 or Spring of 2021.
- Phase 2 projects will be completed in priority order as funding becomes available through either cash on hand or contracted grant commitments.
- The beach and bathhouse will not be installed until the water levels come down a minimum of 12 inches from the 12:00 PM, August 1, 2020 documented elevation of 582.22' or all three parties (Green Bay Parks, Mayor of Green Bay and the Friends of Bay Beach) agree prior to water levels dropping.
- Staff will continue to search out additional grants, donations and funding sources.
- Bay Beach will refinance the bond in 2026.
- If this phasing plan and refinancing plan dated 8-12-2020 is approved, the Friends of Bay Beach will donate \$500,000 to replace the Falling Star in 2021 and \$500,000 towards debt reduction in 2026.
- No other major projects would be completed until 2026 unless additional funding is secured.



August 6, 2020

Parks, Recreation & Forestry
City of Green Bay
100 N. Jefferson St., #510
Green Bay, WI 54301

Dear Committee Members, Park & Rec,

After working diligently with Park & Rec. and the Mayor's office, we have come to an agreement on construction and phasing of the Bay beach projects. We have also come up with an acceptable debt repayment structure, and perimeters for building the beach, which we believe mitigate some of the risks of beach installation. With this schedule, debit reduction, and agreement between everyone, we are prepared to support the phased proposal and estimated funding schedules that you were all presented with. We hope that you will support Dan and his efforts to move forward with these projects as soon as funds are available.

Thank you again for giving us the opportunity to work through this. Now it is time to deliver amenities to the citizens of Green Bay and enhance the wonderful Bay Beach asset we are all so fortunate to share.

Respectfully Submitted,

A handwritten signature in black ink, reading "David R. Charles". The signature is written in a cursive style with a large, stylized "D" and "C".

David R. Charles
President
Friends of Bay Beach, Inc.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # R.2

To approve the proposed refinancing plan for the shoreline/beach project at Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Final Refinancing Plan 120

CURRENT BOND PAYMENT PLAN

YEAR	PRINCIPAL FUNDED BY BAY BEACH	INTEREST FUNDED BY BAY BEACH	TOTAL COST FUNDED BY BAY BEACH
2019		\$ 193,063	\$ 193,063
2020		\$ 193,063	\$ 193,063
2021		\$ 193,063	\$ 193,063
2022		\$ 193,063	\$ 193,063
2023		\$ 193,063	\$ 193,063
2024	\$ 250,000	\$ 186,813	\$ 436,813
2025	\$ 265,000	\$ 173,938	\$ 438,938
2026	\$ 275,000	\$ 160,438	\$ 435,438
2027	\$ 285,000	\$ 146,438	\$ 431,438
2028	\$ 300,000	\$ 131,813	\$ 431,813
2029	\$ 310,000	\$ 118,113	\$ 428,113
2030	\$ 320,000	\$ 105,513	\$ 425,513
2031	\$ 330,000	\$ 94,163	\$ 424,163
2032	\$ 345,000	\$ 83,822	\$ 428,822
2033	\$ 355,000	\$ 72,663	\$ 427,663
2034	\$ 365,000	\$ 60,963	\$ 425,963
2035	\$ 380,000	\$ 48,619	\$ 428,619
2036	\$ 395,000	\$ 35,541	\$ 430,541
2037	\$ 405,000	\$ 21,788	\$ 426,788
2038	\$ 420,000	\$ 7,350	\$ 427,350
	\$ 5,000,000	\$ 2,413,282	\$ 7,413,282

Note:

This was originally set up so that no payments towards the principal would occur until 2024.

The earliest we are able to refinance this loan is in 2026.

PROPOSED BOND PAYMENT PLAN 8-12-2020

YEAR	PRINCIPAL FUNDED BY BAY BEACH	PRINCIPAL FUNDED BY CITY	INTEREST FUNDED BY BAY BEACH	INTEREST FUNDED BY CITY	TOTAL COST
2019			\$ 193,063		\$ 193,063
2020			\$ 193,063		\$ 193,063
2021			\$ 164,104	\$ 28,959	\$ 193,063
2022			\$ 164,104	\$ 28,959	\$ 193,063
2023			\$ 164,104	\$ 28,959	\$ 193,063
2024	\$ 175,000	\$ 75,000	\$ 158,791	\$ 28,022	\$ 436,813
2025	\$ 190,000	\$ 75,000	\$ 147,847	\$ 26,091	\$ 438,938
2026	\$ 2,640,000	\$ 75,000	\$ 106,888	\$ 11,231	\$ 2,833,119
2027	\$ 160,000	\$ 75,000	\$ 63,050		\$ 298,050
2028	\$ 175,000	\$ 75,000	\$ 50,925		\$ 300,925
2029	\$ 185,000	\$ 75,000	\$ 39,475		\$ 299,475
2030	\$ 195,000	\$ 75,000	\$ 28,875		\$ 298,875
2031	\$ 205,000	\$ 75,000	\$ 19,275		\$ 299,275
2032	\$ 215,000	\$ 75,000	\$ 10,544		\$ 300,544
2033	\$ 110,000	\$ 75,000	\$ 3,006		\$ 188,006
2034					\$ -
2035					\$ -
2036					\$ -
2037					\$ -
2038					\$ -
	\$ 4,250,000	\$ 750,000	\$ 1,507,111	\$ 152,221	\$ 6,659,332

Note:

Bay Beach will set aside the following amount from excess Bay Beach Revenue to go towards a \$1.9 million lump sum payment in 2026. This funding will be set aside before allocating any money towards other projects that given year.

2020 - \$400,000 2023 - \$500,000 2024 - \$500,000 2025 - \$500,000

\$750,000 out of the original \$5 million bond will be distributed to other park projects in 2021. This will reduce the 2021 Park bond request by \$750,000. The City would then take on the associated principal and interest payment for this \$750,000

The Friends of Bay Beach will donate \$500,000 in 2026 to go towards an additional lump sum principal payment in 2026.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # R.3

To approve the purchase of one(1) Skid-Steer Loader for \$39,208 from Bobcat Plus Inc. to the lowest responsive, responsible vendor.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 8-12-20 Parks Agenda Report
2. RFB #3269 Bid Summary



CITY OF GREEN BAY - PURCHASING DIVISION

TO: Parks Committee
FR: Calvin Winters, Procurement Manager
DT: July 29, 2020
RE: Purchasing Report
Cc: Dan Ditscheit

Report of the Purchasing Manager:

1. Request approval to purchase one (1) Skid-Steer Loader for \$39,208 from Bobcat Plus Inc. the lowest responsive, responsible vendor from RFB #3269.

CITY OF GREEN BAY BID SUMMARY
RFB #3269 - Skid Steer Loader

Dept: PRF	Req #116	VENDOR #1	VENDOR #2	VENDOR #2	VENDOR #3	VENDOR #4
Planholders: 16	CC #020 765	BOBCAT PLUS	BROOKS TRACTOR #1	BROOKS TRACTOR #2	SERVICE MOTORS	UNITED RENTALS (NORTH AMERICA)
Issued: 7/13/2020	Due: 7/28/2020	De Pere	De Pere	De Pere	New Franken	Green Bay
State Year/Brand/Model Quoted:		2020 Bobcat 564	2020 John Deere 320G Skid Steer 1T0320GKKLJ384891	2020 John Deere 324G Skid Steer 1T0324GKVLJ384837	2020 Case SV280	2020 Takeuchi TS80VC51
Cost:		\$ 35,530.00	\$ 43,100.00	\$ 45,100.00	\$ 43,500.00	\$ 60,526.96
Optional: Fully enclosed cab with door, windows & heat:		C52 Pkg - Includes A/C	Included in cost	Included in cost	Included in cost	Included in cost
		\$ 2,835.00				
State Year/Brand/Model of attachments:		2020 Bobcat HD Bucket	2020 John Deere GS72B/72" Construction Bucket	2020 John Deere 6572B/72" Construction Bucket	2020 CID X-Treme Grapple Bucket	2020 Paladin Grapple Bucket
		\$ 1,062.00	Included in cost	Included in cost	\$ 2,950.00	\$ 3,095.00
		2020 Bobcat 68" Bucket Grapple				
		\$ 2,616.00				
Total cost with Options:		\$ 42,043.00	\$ 43,100.00	\$ 45,100.00	\$ 46,450.00	\$ 63,621.96
Warranty:		2-Year/2000 Hr	2-Year/2000 Hr	2-Year/2000 Hr	2-Year/2000 Hr	See attachment in submitted bid
Lead Time:		4-6 Weeks	2 Weeks	2 Weeks	60-90 Days	6-8 Weeks
Payment Terms Net 30 Early Payment Discount:		Net 10	Net 30	Net 30	Net 30	Net 30

Recommendation: Award to the lowest responsive, responsible vendor



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # S.I

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

- a. Development Director
- b. Housing Inspector
- c. Park Maintenance Worker

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 08.04.2020
2. Development Director - Vonck 7.30.2020
3. Housing Inspector - B Seidl 7-15-20
4. Park Maintenance Worker - C. Fernlund 07.23.20

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Sarah Fidler
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: August 4, 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.

- Development Director – Replacement position due to the resignation of Kevin Vonck effective August 21, 2020. Salary range: \$101,483 - \$119,392 annually.
- Housing Inspector – A replacement position for Brenda Seidl due to a vacancy effective July 15, 2020. Salary range: \$24.25 – \$28.52 per hour.
- Park Maintenance Worker – Replacement position due to the resignation of Cody Fernlund effective July 23, 2020. Salary range: \$19.96 – 20.56 per hour.

**Position Fill Request
Justification Report
July 30, 2020**

Position Title: Development Director

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

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

This is a replacement position due to the resignation of Kevin Vonck, effective August 21, 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.**

This position is included in the current budget at pay grade R (\$101,483-\$119,392).

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

The Department of Community and Economic Development is comprised of 41 full time and 2 contract staff that work in Planning, Economic Development, Inspections, Housing, Neighborhoods and Public Arts with a total operating budget of approximately \$2.8 million. This position is also responsible for managing millions of dollars in federal grants for housing and redevelopment. The essential functions of the position are as follows:

Plans, organizes, controls, integrates, and evaluates the work of the Department of Community and Economic Development. Develops, implements, and monitors long-term plans, goals, and objectives focused on achieving the City's mission and City Council priorities. Directs the development of and monitors performance against the annual department budget.

Plans, organizes, directs, and evaluates the performance of staff.

Coordinates negotiations and preparation of program and project development contracts and agreements. Directs preparation of the TIF and redevelopment plans.

Oversees the development and implementation of all planning, housing, community development, and economic development programs.

Oversees the preparation of all annual work programs and related budgets.

Advises the Mayor, City Council, Commissions, and City departments with respect to all planning, housing, community development, and economic development matters. Provides technical support to authorities and commissions, including the preparation of reports and policies.

Serves as Executive Director/Secretary of the Redevelopment Authority. Represents the City through the appropriate commissions and community groups including the Planning

Commission, Redevelopment Authority, Economic Development Authority, and City Council meetings.

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

No, but the position oversees divisions within the Department that generate revenues and is responsible for providing vision and leadership in the implementation of process improvements that improve efficiencies and reduce expenses.

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

This is a critical position for the City as we continue the growth and development of the downtown as well as the renewal and involvement of our neighborhoods. This is a senior leadership position with responsibility for leading a large diverse department that cannot be easily divided up among other departments. The workload is too important and too large to expect other staff to cover.

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

The duties of the position are being performed by the current Development Director, Kevin Vonck.

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

See tasks listed in number 3.

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

It is necessary to have one leader to properly manage the Department of Community and Economic Development. The Department cannot be managed under a shared management style where division heads run their divisions, but do not report to a shared department head. The services provided by the Department are essential and too important to not hire a director to oversee the department. To employ the services of a contract employee to run the department would cost as much or more than hiring a Development Director.

9. Are there union issues?

This is not a union position.

10. Other supporting comments.

**Position Fill Request
Justification Report
July 16, 2020**

Position Title: Housing Inspector

- 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

A replacement position for Brenda Seidl due to a vacancy effective July 15, 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. The wage rate is \$24.25 – \$28.52/hour.

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

Housing Inspectors are responsible for the education and enforcement of municipal code to ensure the safety, health and welfare of the community. They follow up on complaints from the community regarding those issues. They are required to explain and interpret code provisions and zoning requirements to contractors, other City departments, and the general public.

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

Yes, their work results in permits being required and obtained. Housing Inspectors are also responsible for enforcement of codes which might include issuing re-inspection fees as well as municipal citations.

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

Inspection time will be delayed by over 30%. Current staff is already beyond capacity. Asking them to do more means their own and same work would not get done.

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

By other Housing Inspectors.

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

The City would not be capable of providing efficient Housing and Zoning inspections which would put at risk the safety, health and welfare of the community. It will also reduce the level of customer service.

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

There are none. Current staff is already beyond capacity. Asking them to do more means their own and same work would not get done.

9. Are there union issues?

No.

10. Other supporting comments.

Filling this position is essential in maintaining the safety, health and welfare of the community.

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

Position Title: Park Maintenance Worker

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

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

This position will be vacant as a result of the resignation of Cody Fernlund effective July 23, 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 budgeted. The wage range is \$19.96 - \$20.56 per hour.

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

The Park Maintenance Worker is a generalist position responsible for maintaining all facets of the year-round park operations. Parks and the related facilities are used daily from sun-up to 10:30 p.m. throughout the year. Therefore, we need to ensure that they are clean, safe, and functional at all times for our patrons.

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

No.

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

Over the years, we have added more park land and facilities, but have not added additional staff. We are also responsible for maintaining a four-diamond Little League complex, a six-field soccer complex, more trails, more parklands, and the City Deck.

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

When vacancies occur in this classification, we are unable to meet all of the maintenance needs of our parks and facilities. As positions become vacant, we prioritize and reprioritize our daily work. The effect is that many of the services that we provide to the public are being performed less frequently.

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

The overall service would be reduced. We have tried to lessen the obvious impact by reprioritization.

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

Contracting for various maintenance services would need to be explored. Costs would be dependent on the service contracted. The Park Maintenance Worker performs a wide range of services during a calendar year, therefore making it difficult to replace a single position by contracting.

9. Are there union issues?

No.

10. Other supporting comments.

Since 2001, the Parks Division has been responsible for maintaining the following added facilities: SK8 Park; Leicht Memorial Festival Park; Resch Aquatic Center; four new buildings; nine splash pads; more parkland at Farlin Park, Beach Lane, Navarino Park, V.T. Pride Park, Eastman Park; several parcels along the Baird Creek Greenway; 16 acres of turf at Bay Beach Park; a new boarded hockey rink; a four ball diamond softball complex; a six-field soccer complex; the City Deck; the Zippin Pippin, Sea Dragon, Bay Beast, Rockin' Tug, and amusement rides; as well as several miles of trails.

We have assumed the work at the additional facilities while seeing a reduction in staff of 6 Park Maintenance Workers and 12 fewer seasonal positions since 2006. With future maintenance responsibilities sure to come, we will fall further behind in our efforts to provide the most basic of services if we do not maintain our staffing levels accordingly.



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

MEETING DATE

August 18, 2020

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # T.I

To approve selected Project Option #1, Artistic Seating, to be developed into an RFP to find an artist to fabricate the art piece project concept developed by staff to be located at Danz Park.

BACKGROUND

The Redevelopment Authority approved utilizing \$15,000 towards the creation of an art piece at Danz Park to coincide with additional site development. Project funds must be spent before November 2020. Department of Community and Economic Development(DCED) staff has worked with Parks, Recreation & Forestry staff to develop three different project options for this location.

Upon the GBPAC's approval of a concept, DCED and Parks staff will develop and release an RFP to find an artist to create the proposed project.

RECOMMENDATION

Staff is recommending the selection of one project to move forward in the RFP process.

FISCAL IMPACT

ATTACHMENTS

- I. Danz Park CDBG Beautification Options 1-3

Proposed CDBG Beautification Project	Project Option #	Available Funds
Artistic Seating	I	\$15,000

Project Overview

Project #I proposes the creation of unique and artistic seating to be placed within the center of the Danz Park 100 trees memorial.

The purpose of this project will be to provide a resting space for people to sit and become immersed within the 100 trees memorial. The artwork should have a focus on natural elements and trees.

Materials: Unlimited. Artists will be offered the opportunity to utilize a driftwood supply that the Parks Department has access to.

Duration of project: 5 - 10 years

Size Estimate: Footprint will measure roughly 4' x 8'

Project Inspiration

 Greenville Whisper Bench by Jim Gallucci	 Artist Unknown
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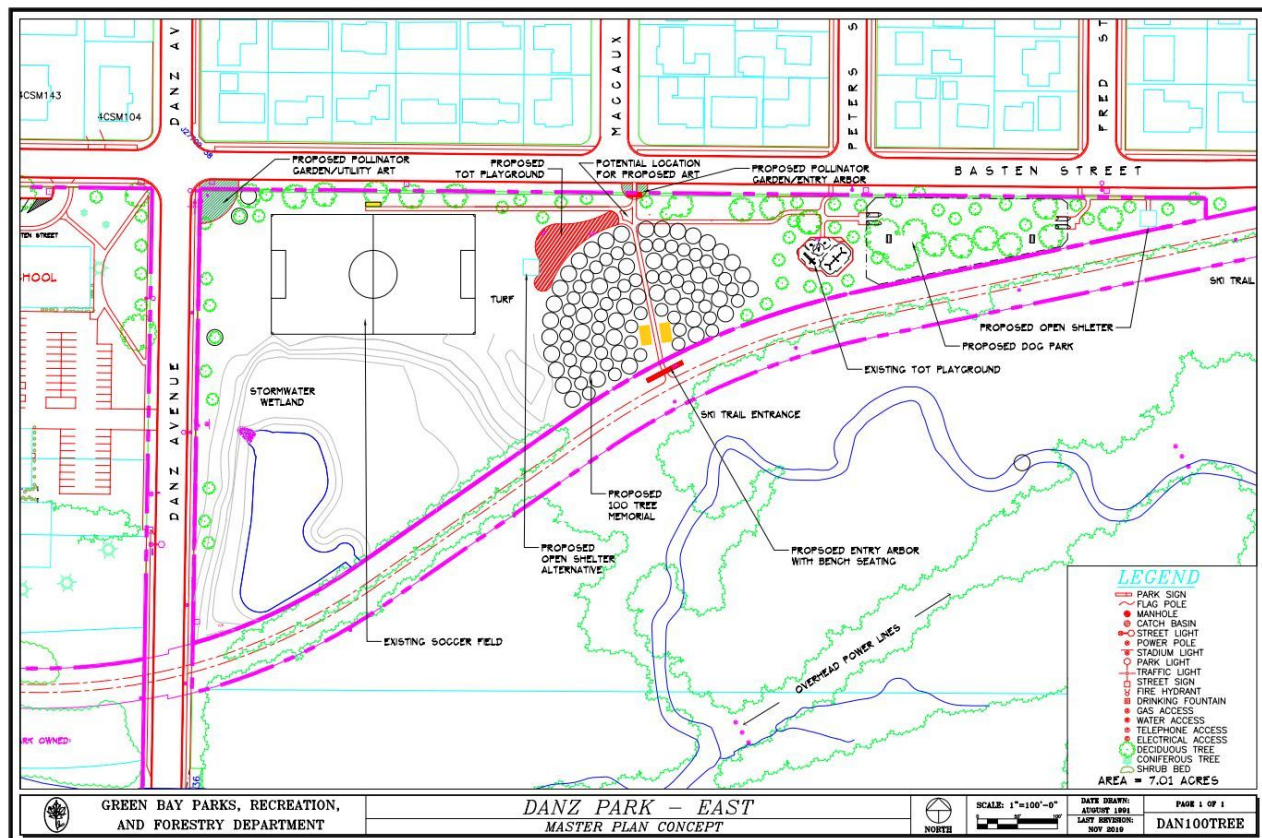


Untitled by Jeff Uitto



Looped In, created by ISA

Potential Location - (highlighted in yellow)



Proposed CDBG Beautification Project	Project Option #	Available Funds
Sculpture	2	\$15,000

Project Overview

Project #2 proposes the creation of a sculpture to be located at a pathway intersection on the north side of the park. The green space measuring roughly 20' x 20' will be visible from both Basten and Maccaux Street. The artwork should have a focus on natural elements and trees to function cohesively with the 100 Trees Memorial.

Materials: Unlimited. Artists will be offered the opportunity to utilize a driftwood supply that the Parks Department has access to.

Duration of project: 10+ years

Size: Must fit within 20' x 20' greenspace.

Project Inspiration

 Stinger by Casey Schachner	 Salmon by Travis Foreman
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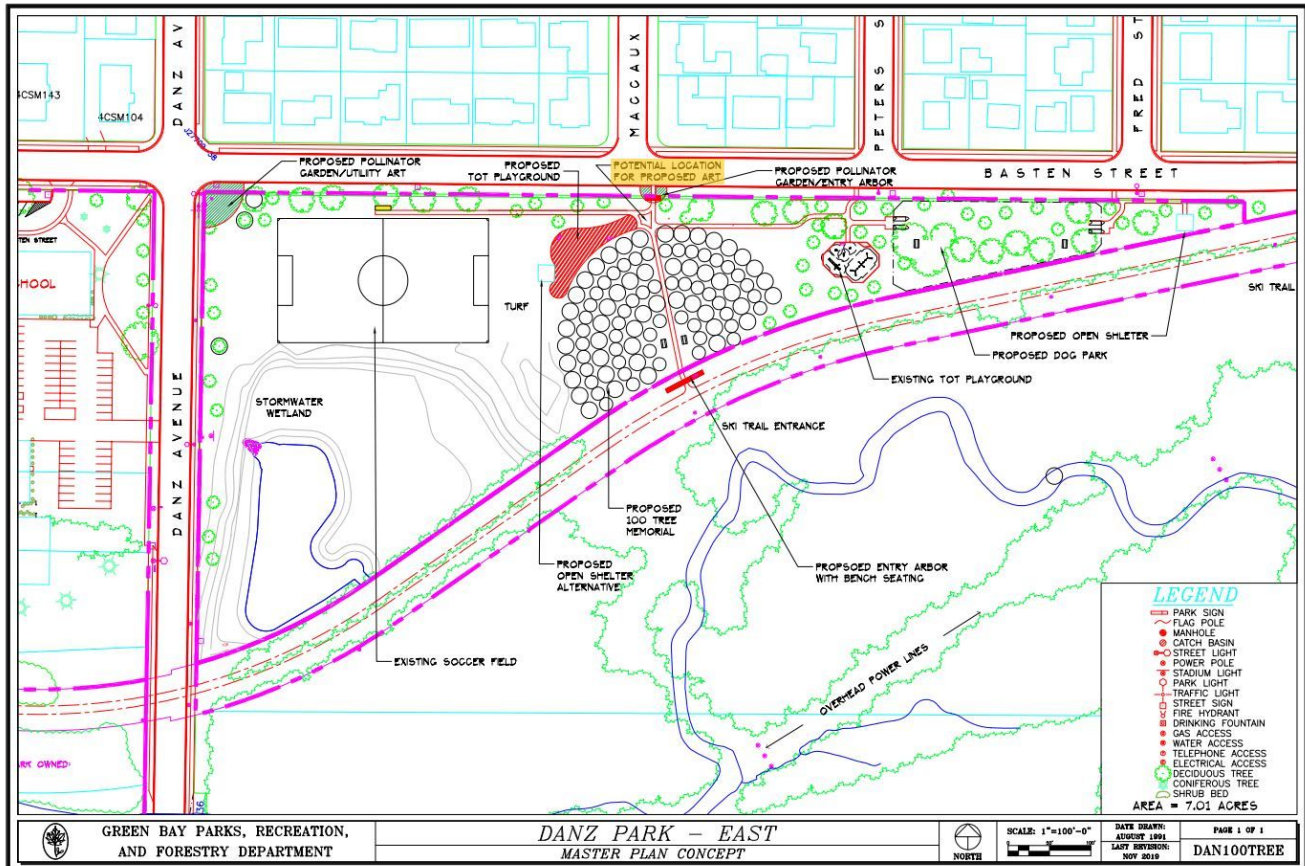


Symbiosis by Richard Herzog



Spectra by Scott Shubin

Potential Location - (highlighted in yellow)



Proposed CDBG Beautification Project

Project Option

Available Funds

Sculptural Entryway/Gateway

3

\$15,000

Project Overview

Project #3 proposes the creation of a sculptural entryway to be located on the south side of park facing the Fox River Trail.

The purpose of this project will be to signify the “entrance” into the 100 Tree Memorial. take an ordinary overlooked space within Green Bay and transform it into something unique and interesting. Project materials are essentially limitless, but should have a focus on natural elements and trees to function cohesively with the 100 Trees Memorial.

Materials: Unlimited. Artists will be offered the opportunity to utilize a driftwood supply that the Parks Department has access to.

Duration of project: 5 – 10+ years

Size Estimate: Varies but must have a walkable area of at least 36” wide and if overhead elements are created must have a clearance of at least 90” tall.

Project Inspiration



Digital Archway by Jim Gallucci



Arbor Winds by Catherine Widgery



Gateway by Jaakko Pernu



Tory's Comet by Harry Gordon

Potential Location - (highlighted in yellow)

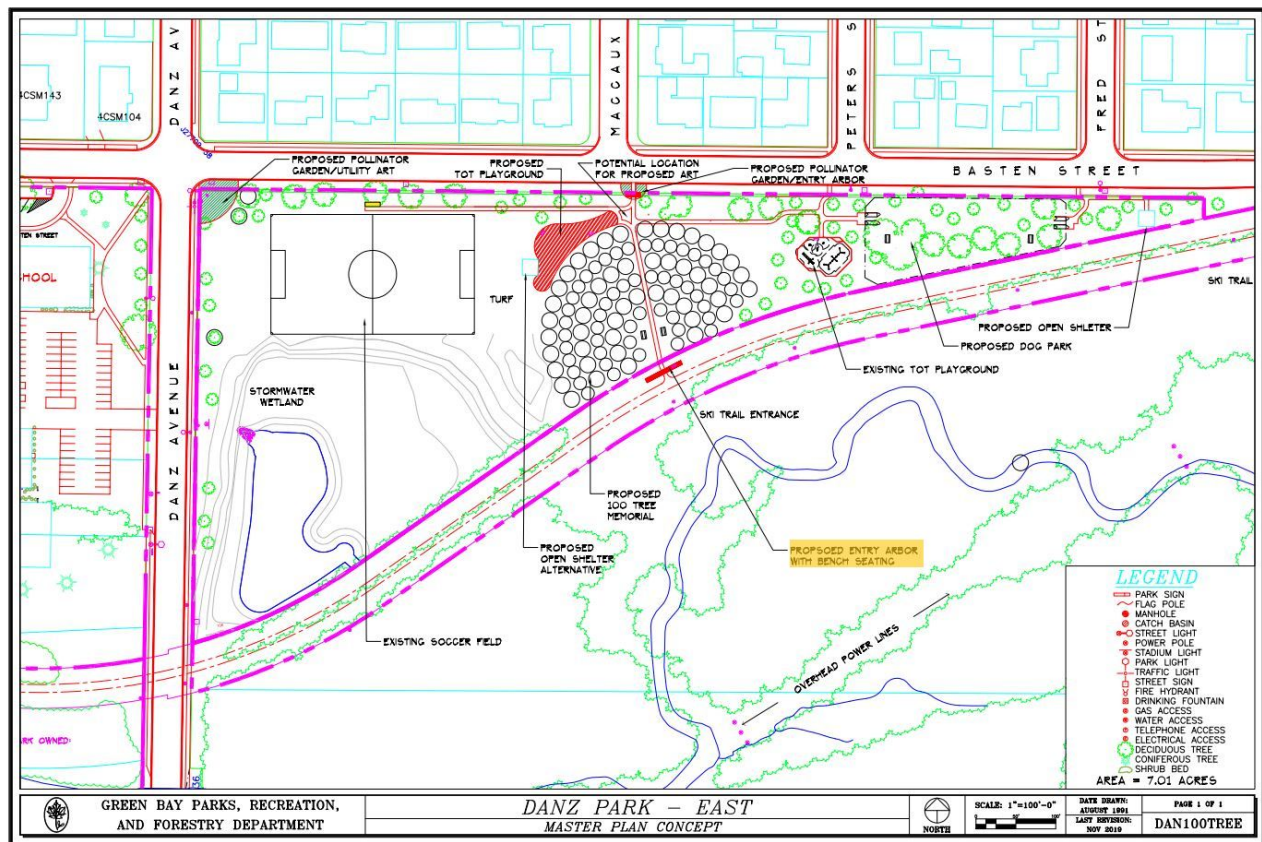


Photo of Parks Department driftwood supply





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

MEETING DATE

August 18, 2020

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # T.2

To approve the "Fox Trot" mural piece, selected by Astor Neighborhood Association, to be placed on the east wall of the S. Monroe and E. Mason Street underpass.

BACKGROUND

The Astor Park Neighborhood Association (ANA) is commissioning the creation of a mural on the east side of the Mason Street underpass on S. Monroe Street. The goal of the ANA is to create public art that conveys a piece of the story of Green Bay's history while welcoming all to the neighborhood that the pass adjoins. The ANA requested the piece represent the values and traditions of the community and celebrate its history.

The Mason Street underpass is the property of the Department of Public Works (DPW). DPW is requesting design approval from the GBPAC prior to allowing the artwork to be placed.

RECOMMENDATION

Staff is recommending approval of the Astor Park Neighborhood Association mural design proposed for the east wall of the Mason Street underpass on S. Monroe Street.

FISCAL IMPACT

ATTACHMENTS

- I. Astor Neighborhood Association Mural Design Proposal

East wall of South Monroe and East Mason underpass currently.



Mural design proposed for the east wall of South Monroe and East Mason underpass.



'Foxtrot'

This mural design features a large 'Welcome to Astor' message along with a fox walking towards the neighborhood. The design highlights and promotes the name and brand of Astor, references local wildlife, the Fox River, fur trading, and celebrates our resilience in winter.



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

MEETING DATE

August 18, 2020

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # T.3

To select and approve the project, Salva-Jelly Bloom, as the finalist for the Alley Transformation Project for the new location at 112 N. Adams Street.

BACKGROUND

The Alleyway Transformation Project was initially slated to be installed within an alley on Bodart Street. Due to updated site requirements, a new location was required.

The new project site is located within the greenspace between 112 N. Adams Street and 305 E. Walnut Street within the Downtown Historic District. New site requirements developed by Department of Community & Economic Development staff, Public Works staff, Wisconsin Public Service, and the property owner. Artists were updated with the new site requirements and invited to redesign their proposals for the new space.

Five options were resubmitted and the Landmarks Commission reviewed these during their July 13, 2020, meeting. The Landmarks Commission approved of the project as a concept with the provision that nothing be attached to either building. Landmarks Commission determined that options A, C, & D had no impact on the buildings while options B & E presented some negative impacts to the buildings historic appearance and integrity. The Artists of options B & E were able to redevelop their designs to adhere to the Landmarks Commissions provision.

RECOMMENDATION

Staff is recommending the selection of one project be awarded the Alleyway Transformation Project.

FISCAL IMPACT

ATTACHMENTS

1. Updated Alleyway Site Specs - Adams Street
2. Certificate of Appropriateness (COA 20-18), Approval Letter
3. Concept A: Salva-Jelly Bloom
4. Concept B: The Beat of Green Bay
5. Concept C: Wish Walk
6. Concept D: Lift Off
7. Concept E: The Urban Garden
8. Original Alleyway Transformation RFP - Bodart Street

Updated Alley Transformation Site Specs - Adams Street

The new site is located within one of Green Bay's historical districts situated at the property of 112 N. Adams St. between the buildings of 112 N. Adams St. and 305 E. Walnut St. Below is a brief background on the history of these buildings along with some unique architectural characteristics.

108-112 N. Adams: The darker-red brick building.

Wisconsin Telephone Co. (1904/1922)

Built in 1904, this Romanesque-inspired building was purpose-built as the Wisconsin Telephone Company's office and exchange and served in that capacity for well over four decades. The symmetric front façade is the product of an addition constructed in 1922 and executed to show no obvious evidence that the building was once significantly narrower.

The south façade (facing the greenspace), which was added as part of the 1922 alterations, is finished in much the same way as the building's front, with a center section of four arched windows in the first story, a cornice, five rectangular windows in the second story, brick dentils, and parapet. At the left and right ends of the south façade are solid vertical paneled brick walls, each with a rectangle of brick relief work with small limestone blocks at the corners.

Major additions were constructed in 1912, 1922, 1931, and 1947; some of which are visible only from the alley and rear parking lots. These additions closely follow the style of the original portion of the building.

305 E. Walnut : The cream-brick building.

Northern Building (1930)

Please note: It is advised that nothing be attached to this building. The below description is simply for providing further context to the area. If you wish to attach work to this building, please reach out the Laura Schley first to discuss.

Constructed for the Northern Finance Company, this building was designed by the Foeller, Schober, and Berners firm and constructed by the Selmer Company. At six stories in height, this is one of Green Bay's few historic examples of a large office building, and its Art Deco style is one of the city's most elaborate with regard to details and material quality. This commercial office building once had a high concentration of insurance agents, lawyers, physicians, dentists, and real estate professionals. The building underwent renovations in 1994 to become government offices for Brown County, but a high degree of exterior design integrity has been maintained.

The north façade (facing the greenspace) is brick. Most of the windows openings on the north façade have been filled with brick, but the bay closest to N. Adams Street retains two windows per floor in the second through sixth floors. All upper-story windows have been replaced with modern 1/1 types.

Items to Consider when designing for the Space

- This is a walkway utilized by employees and patrons. People must be able to move through the space easily. A minimum clearance of 80" high and 36" wide must be maintained throughout the walkway.
- Nothing should be built to fully block sight from the windows, and nothing should be built that can swing into and/or damage windows.
- These are historic buildings within a historic district. It is encouraged that artwork is designed to complement the historic qualities of the building. The Green Bay Landmarks Commission has advised that it is preferable any artwork be designed to be installed on independent footings within the greenspace. Any artwork designed to be installed on the facade of the building and/or roof must be properly anchored within the mortar joints and must not disturb or stain the brick. All designs are subject to review and approval from the Green Bay Landmarks Commission before final approval from the Green Bay Public Arts Commission.
- If artwork is designed to attach to the wall, it is encouraged that artwork only be attached to the red brick building (112 N. Adams).
- During the winter the east portion of this space is utilized for snow storage from the parking lot. It is recommended that the footprint of anything designed within the greenspace remain within the 24' x 24' area. See the last image for the highlighted area: **Aerial of Space (24 x 24 footprint highlighted).**
- No portion of the artwork may overhang or be constructed into the sidewalk.
- No paint may be applied to the walls. If a painting is proposed it must be attached to a canvas/artboard, or other such material and then mounted to the wall anchored into the mortar joints.
- Current plantings/landscaping can be altered.
- To contact the City of Green Bay's Historic Preservation Specialist for more information contact Jason Flatt at wjflatt@new.rr.com
- To contact the property owner for further information call or email Noel Halvorsen at noel@nwgreenbay.org or 920.448.3075.
- For additional site measurements or other questions please contact Laura Schley at laurasc@greenbaywi.gov or 920-574-7473(cell).

Front view of space (looking East)



Front Detail of space (looking East)



Side view of 112 N. Adams



Detail of ground treatment



Back view of space (looking West)



Aerial of Space (24 x 24 footprint highlighted)





City of Green Bay
Department of Community and Economic Development

July 15, 2020

Laura Schley
100 N Jefferson Street
Green Bay, WI 54301

Sent Via E-Mail (laurasc@greenbaywi.gov)

Re: Certificate of Appropriateness, Approval

Dear Applicant:

Please be informed that the City of Green Bay's Landmark Commission has approved the Certificate of Appropriateness (COA) for the proposed sculpture project at 112 N Adams Street, subject to the following condition:

I. No attachment to the building is allowed under this COA.

Please note that this approval expires one year from the date of this COA. If the project as described above has not been started by the above date, a new COA will be required. Any changes to the project should be reported to the Landmark Commission's staff prior to work being done. If substantial changes are proposed, a new COA may be required.

Any permits required for your project as required by the City's Municipal Code can now be applied for. For questions regarding building permits, please contact our Inspection Division at (920) 448-3300.

Sincerely,

Stephanie Hummel, AICP
Planner II

Project Title	Concept	Location
Salva-Jelly Bloom	A	112 N. Adams St.

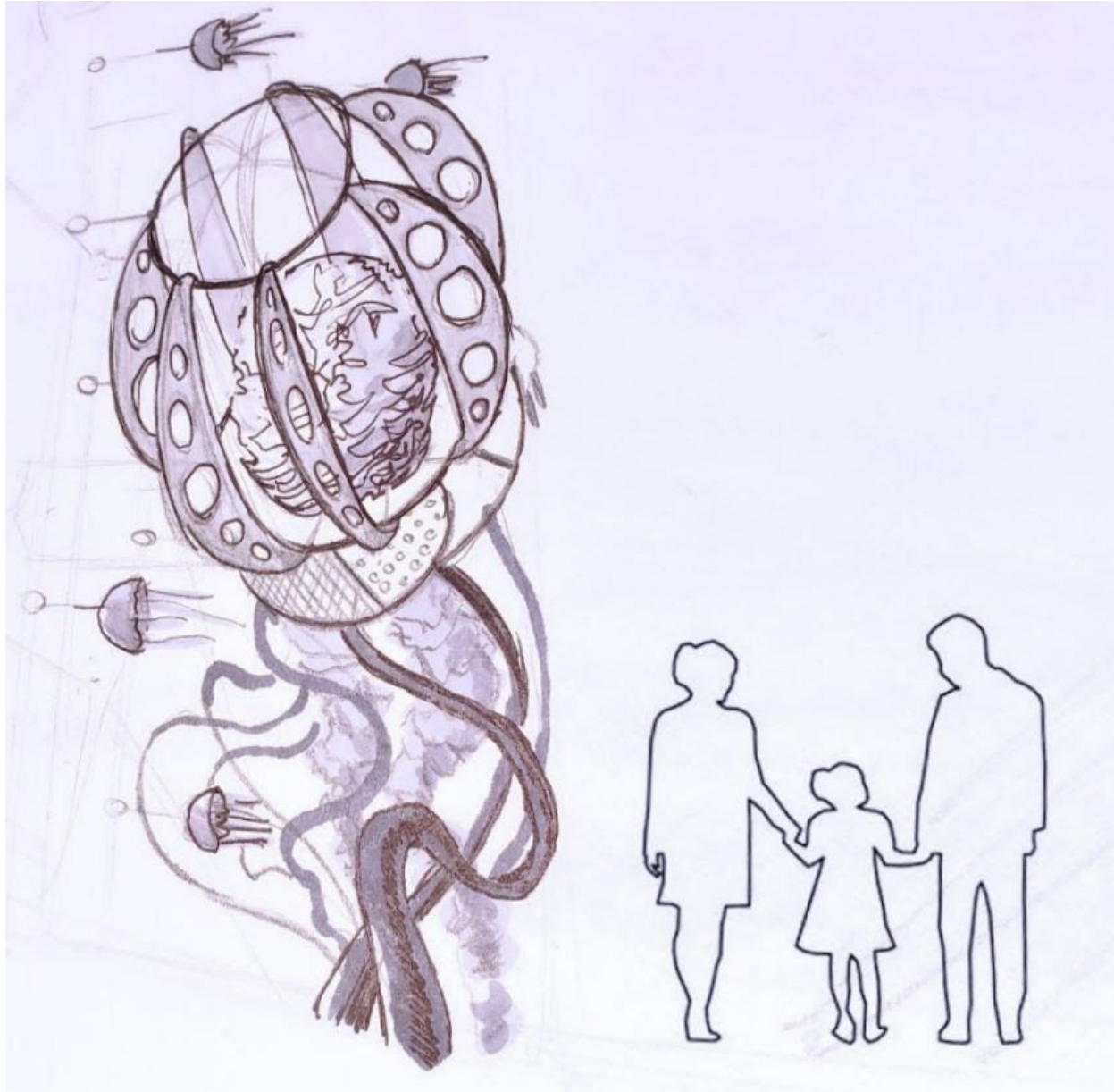
Project Description

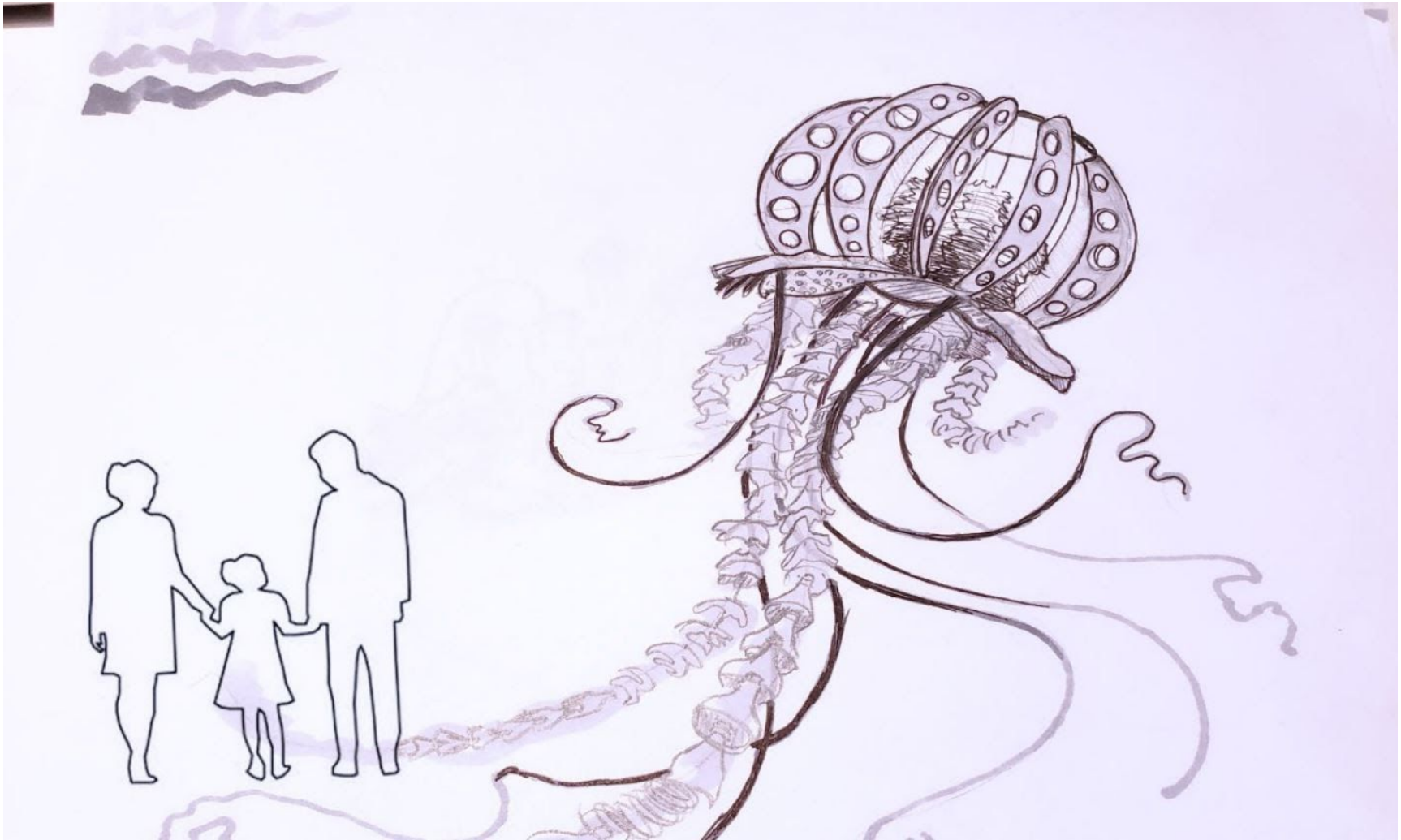
These are larger than life jellyfish and midwestern industrial-inspired creations. They will be made of several found and reclaimed objects, steel, wood, plastic, and recycled plastic bags and bottles. *I will light the pieces with solar-powered LEDs. The intent is that this becomes a youth & community engagement project where folks donate their discarded plastic and/or create their own jellyfish inspired creature out of reclaimed/recycled plastic elements to be hung along with the larger sculptures.

The sculpture will be roughly 20' in diameter by 24' long. It will be constructed of steel, up cycled plastic, wood and acrylic. The steel panels will be primed and finished in hammered metal and color-shifting enamel spray paints. The interior of the main spherical head or bell of the creatures will have a smaller central ball of plastic bags and bottles LED-lit from the inside and appear to glow and alternate in color. The long thin tentacles will have a light rigid core wrapped in foam tubing. **The long larger more floral in nature, oral arms or stingers, will be simulated with a combination of plastic bags and bottles strung and secured to long rods. These will also be LED-lit and appear to glow and alternate in color.

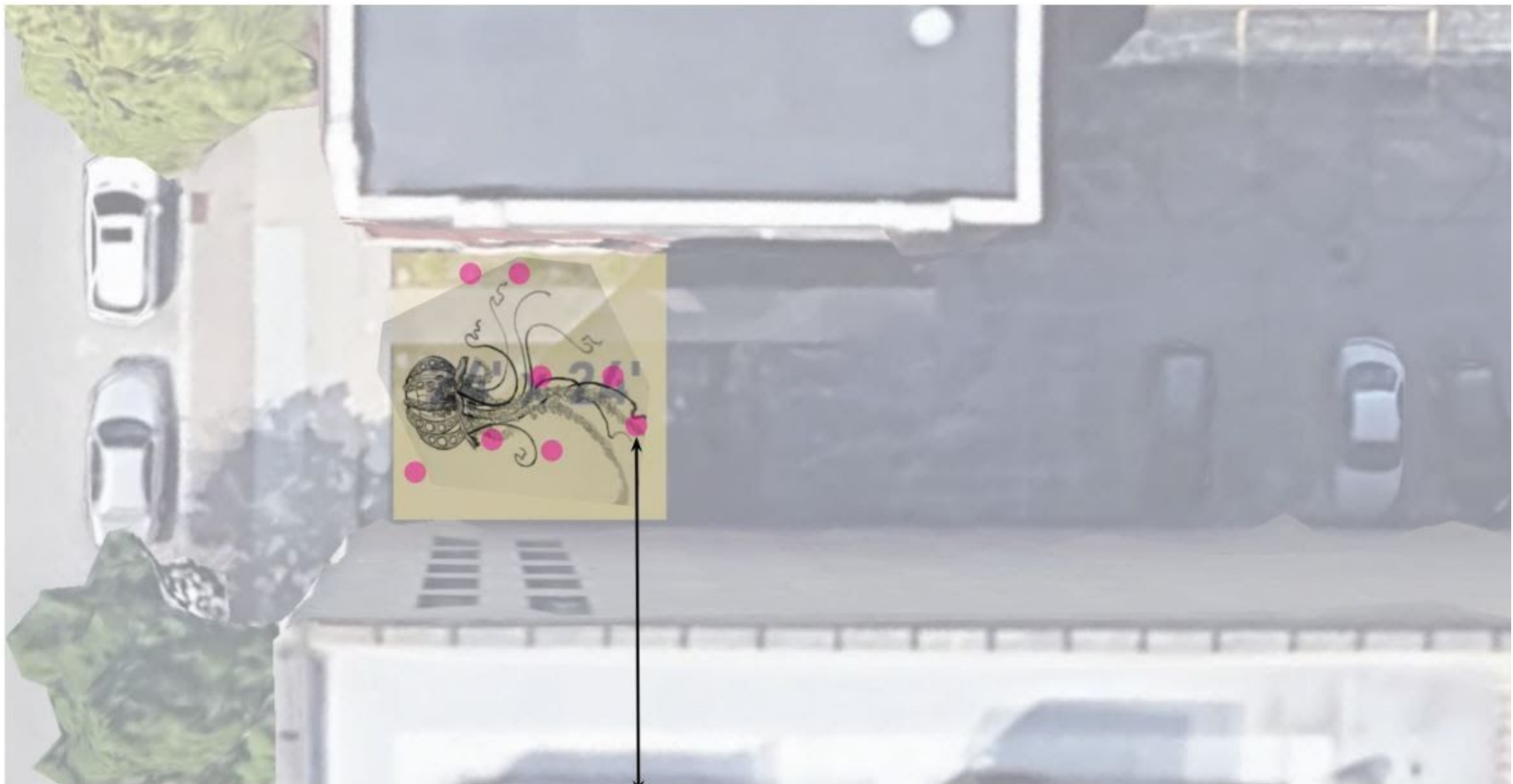
*Solar power, if possible to have a southern facing panel in the alley space with direct sunlight, otherwise I would request power by run to the space. The programming done will have an atomic clock-like element so that the lights will come on at dusk and go off around bar close or agreed-upon time.

**length & size will depend on plastic bag and bottle collection/donations.







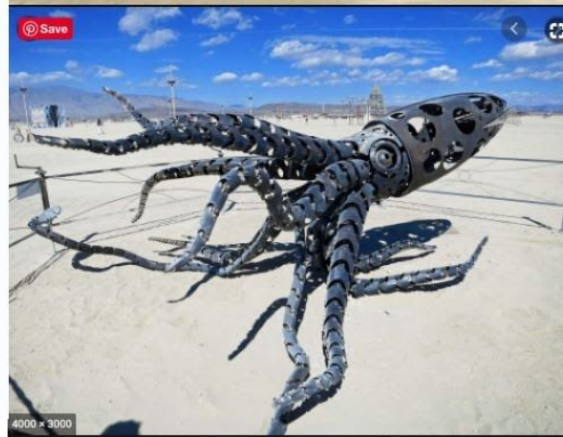


COMMUNITY ENGAGEMENT
 teams of students and/or community members can create a jellyfish out of reclaimed/recycled plastic for inclusion in the installation

INSPIRATION →



PLACEMENT & ENGAGEMENT



Proposed Budget

Source	Amount	Confirmed/Projected
Redevelopment Authority of Green Bay	\$27,000	Confirmed

Total Project Income

TOTAL INCOME	\$27,000
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(Please indicate via checkbox below if awarded funds will be used for the expense listed.)

PROJECT EXPENSES

Supplies/Materials	Amount	Check Off
Steel - cross members, tube, and rod	\$3000	
LEDs	\$1000	
Solar Panels	\$1200	
Batteries	\$2000	
Plywood	\$2000	
Finishes	\$1000	
Fasteners & Misc	\$250	
TOTAL		

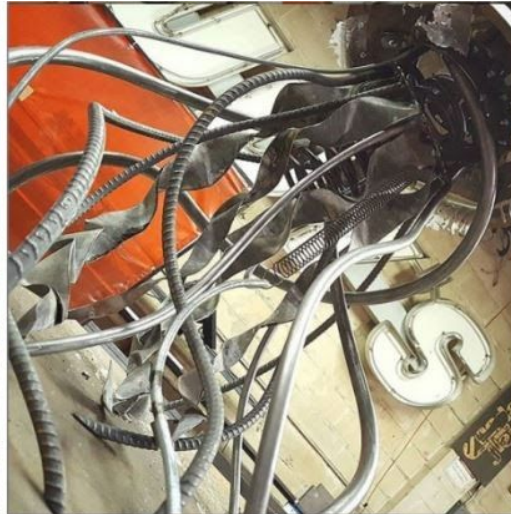
Services/Fees/Rentals	Amount	Check Off
LED engineering & programming	\$2300	
Lift rentals	\$1500	
Tube bending	\$500	
Truck rental	\$500	
Paid labor	\$1000	
Travel, Lodging & Meals	\$750	
TOTAL		

Artist Fees	Amount	Check Off
	\$10,000	
TOTAL	\$27,000	

Total Expenses must equal Total Income

TOTAL EXPENSES	\$27,000
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Previous Work



Project Title	Concept	Location
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The Beat of Green Bay

B

112 N. Adams St.

Project Description

An immersive installation that will truly get you and give you a unique interactive experience in sight and sound only the city can provide. This amazing and vibrant Green space project will catch your attention as you walk or drive down the city streets. The eye catching Art deco sculpture made of artistically manipulated metal peaks your curiosity. As you enter to investigate this sculpture you will see a docking station in the art deco inspired radio that you can put your cell phone in and by using a music App on it you make the Green space come alive with sound to listen to while you investigate more or just relax on a bench or picnic table to also view the Grand musical art mural. Maybe dance maybe sing or just take a selfie with this cool thing. After you have taken in all that you can make sure to grab your phone as you leave send out a tweet, Hashtag, or Instagram.

The proposed art piece is an interactive metal sculpture and musical themed mural that we feel will reach out to all citizens of Green Bay and the surrounding area. Our intention is that it will provide enjoyment, inspiration, and understanding of the true meaning of what new and exciting just around the corner of our beautiful little Big city of Green Bay.

The submission can follow any timeline the city requires with reasonable lead tie and open communication with the project lead person.





Proposed Budget

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

Source	Amount	Confirmed/Projected
Redevelopment Authority of Green Bay	\$27,000.00	Confirmed
TOTAL INCOME	\$27,000.000	

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

PROJECT EXPENSES	Amount	Check Off
Supplies/Materials		
See Attachment A - Alleyway Project Mural Budget	\$5,155.00	yes
See Attachment B - SKT Quote	\$6,871.00	yes
Material Contingency 5% of budget	\$1,350.00	yes
TOTAL	\$13,376	
Services/Fees/Rentals	Amount	Check Off
Sandblast and paint (Quality Sandblasting)	\$1,000	yes
Transportation of sculpture	\$1,000	yes
Crane service (Barlament Erection Crane Rentals) \$150.00 HR X 2	\$300	yes
Concrete footing and slab	\$3000	yes
Contingency 5% of budget	\$1,350	yes
TOTAL	\$6650	
Artist Fees	Amount	Check Off
Team Progressive Cord - Art Design	\$3,974	yes
Project Management	\$3,000	yes
TOTAL	\$6,974	

Total Expenses must equal Total Income

TOTAL EXPENSES	\$27,000	
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ATTACHMENT "A"
Alleyway Project Mural Budget

Paint-13 gallons exterior acrylic @ \$50 per gallon	\$ 650
Sealant-3 gallons @ \$42 per gallon	\$ 126
Artist Fees	
wash/scrape wall (1 week approx)@\$30/hr	\$1,200
painting labor-8 hr days (2 wks approx)@\$35/hr	\$2,800
errands to purchase supplies	\$ 50
Extra hands- helper's labor (approx)- @\$10/hr	\$ 120
Commuting Fuel-15 days approx=360 miles round trip(20 gallons)	\$ 25
Supplies	
Paint Trays (6)	\$ 10
Tape (6 large rolls)	\$ 26
Brushes- (24 pack of foam), 6 (4" natural brushes)	\$ 51
-use of personal small brushes	\$ 20
Plastic Drop Cloth	\$ 20
Roller Heads (9)	\$ 23
Paint Rollers	
Tele-handle 2 @ \$13 each	\$ 26
Short 2@ \$4 each	\$ 8
	Total \$5,155

S.K.T.**DESIGN &
MANUFACTURING****Quotation**

Company Address
1783 Grant St. DE PERE, WI 54115
(920)632-3594

Date 7/15/2020
Quotation # 1234
Customer ID sculpture

Quotation For
Jerome Brunette
Art Work
AlleyWay Transformation Project GreenBay, WI 54302
xxx-xxxx

Quotation valid until: 9/29/2020
Prepared by: Kory

Comments or Special Instructions

Quotation For potential work

Salesperson	P.O. Number	Ship Date	F.O.B. Point	Terms
Kory	ART 123	Quote		Due on receipt

Quantity	Description	Unit Price	Taxable?	Amount
5	4x2x3/16 wall a 500 rectangle steel tube	\$ 164.00	Yes	\$ 820.00
3	3/4" x #9 Expanded Metal Flat(A36) 1PC 48" X 96"	\$ 84.00	Yes	\$ 252.00
2	12ga mild steel sheet	\$ 220.00	Yes	\$ 440.00
1	3/4" THICK Plate. (A36) 1PC. 14" X 10"	\$ 100.00	Yes	\$ 100.00
1	1"x 4" 6061 Alum. Flat 1pc. 1FT	\$ 32.00	Yes	\$ 32.00
1	1/2"x 4" 6061 Alum. Flat 1pc. 1FT	\$ 17.00	Yes	\$ 17.00
1	12 ga. 304/L #4 finish 48 x 120	\$ 800.00	Yes	\$ 800.00
1	French horn	\$ 100.00		\$ 100.00
1	Misc. Hardware (Anchor bolts, Nuts & Bolts)	\$ 150.00	Yes	\$ 150.00
1	WELD WIRE: .035 70S-6 30 LB SPOOL	\$ 60.00	Yes	\$ 60.00
				\$ 2,771.00

LABOR	Description	HR. PRICE	Taxable?	AMOUNT
BURN	5 HRS CNC CUTTING	\$ 50.00		\$ 250.00
FORM	20 HRS ROLL &PRESS WORK	\$ 50.00		\$ 1,000.00
PREP	5 HRS MATERIAL HANDLING AND GRINDING	\$ 50.00		\$ 250.00
WELD	40 HRS	\$ 50.00		\$ 2,000.00
CLEAN	5 HRS BLENDING AND CLEAN OF WELD	\$ 50.00		\$ 250.00
MACH.	3.5 HRS MACHINING OF PARTS	\$ 100.00		\$ 350.00
SUBTOTAL				\$ 4,100.00
				\$ 6,871.00

Thank you for your business!

Previous Work

The Slice of Thought, Acrylic on canvas, 180' x 48'



Clean Planet, Acrylic paint, papier mache, bottles







Project Title	Concept	Location
Wish Walk	C	112 N. Adams St.

Project Description

I found inspiration in The Wizard of Oz as a unifying theme to bringing these elements together in a shared story of community that speaks to our current civic challenges. In a stay-at-home public health crisis, the concept of There's No Place Like Home, takes on new meaning. Culture and civic life add color to our world, but how can we take this moment to envision a more equitable and brighter future for the place we call home?

Wish Walk provides a parallel path to the sidewalk which currently exists in the parklet. It offers passersby the opportunity to choose between the ordinary or the extraordinary in their route forward, a nod to the possibility of imagination and inspiration which can be found in everyday life if you choose to look for it. The new additional pathway will be formed of yellow bricks, enhanced through the hopeful addition of leafy foliage grounding the installation in green and gold, symbolizing the city of Green Bay and idealized Emerald City-version of civic life.

The story of the Wizard of Oz details the characters journey to find the missing pieces required to make them whole. This moment of challenge and pause in everyday life offers a moment to dream and discover. As part of Wish Walk, I would like to work with the Green Bay Public Arts Commission to coordinate a community outreach campaign asking "What wishes do the citizens of Green Bay have for their city?" In a state of social distancing this would be done via a submission form on a dedicated project website, social media, or the greenbaywi.gov page.

Select submissions would be included in the installation design and painted on the yellow bricks, providing a way for visitors to view and discover the wishes of others and gather a sense of the collective community intentions. I am cheered by the particular thought of government employees traversing the space with these daily inspiring reminders of their constituents wishes serving to propel them forward in their work.

The main structure of the installation consists of a series of seven archways spanning the yellow-brick sidewalk. Together these arches represent each color beam of a rainbow. However, to compliment the historic nature of the surrounding building styles each steel archway will be coated with a palate will be pulled from art nouveau-inspired ROYGBIV hues.

Each colored archway will be anchored into the ground via concrete and rebar footing. A waterproof solar lighting panel will be installed at the exterior top of each archway. This piece will be connected to a weather resistant and commercial grade led light and motion sensor, installed on the underside of each archway. In the evenings the light will be activated via the motion sensor and illuminate the underside of the archway. Each light will correspond to the archway color, so that as people traverse underneath the arches they will leave a trail of colored light behind them.

Rainbows are a universal symbol of hope and equity. These deconstructed rainbow hues seek to communicate the value of inclusion within community. It is the diversity of people and experiences that give color to civic life, no matter how great the challenges ahead. Rainbows are a reward and appear at the end of rough weather. Wish Walk inspires hope for the Green Bay community that we can all discover our "Somewhere Over the Rainbow" together in the Emerald City they call home.

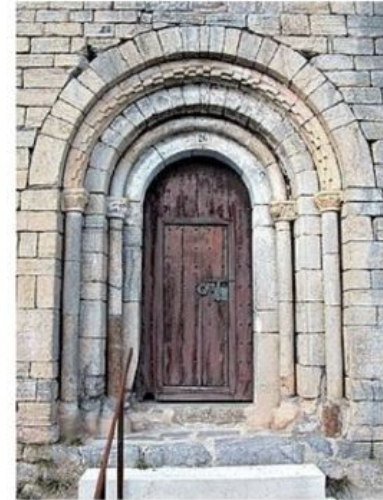
CONCEPT INSPIRATION



Architecture- I was struck by the varied building designs surrounding the installation site and considered the artwork and space between as a means to connect and compliment the diverse styles of each; 108 – 112 N. Adams Romanesque architectural style and 305 Walnut's Art Nouveau facades. **Arches remain an architectural feature of both Art Nouveau and Romanesque designs,** which inspired the gateway shapes. Additionally, **both buildings present brick facades,** which are reflected in the installation.

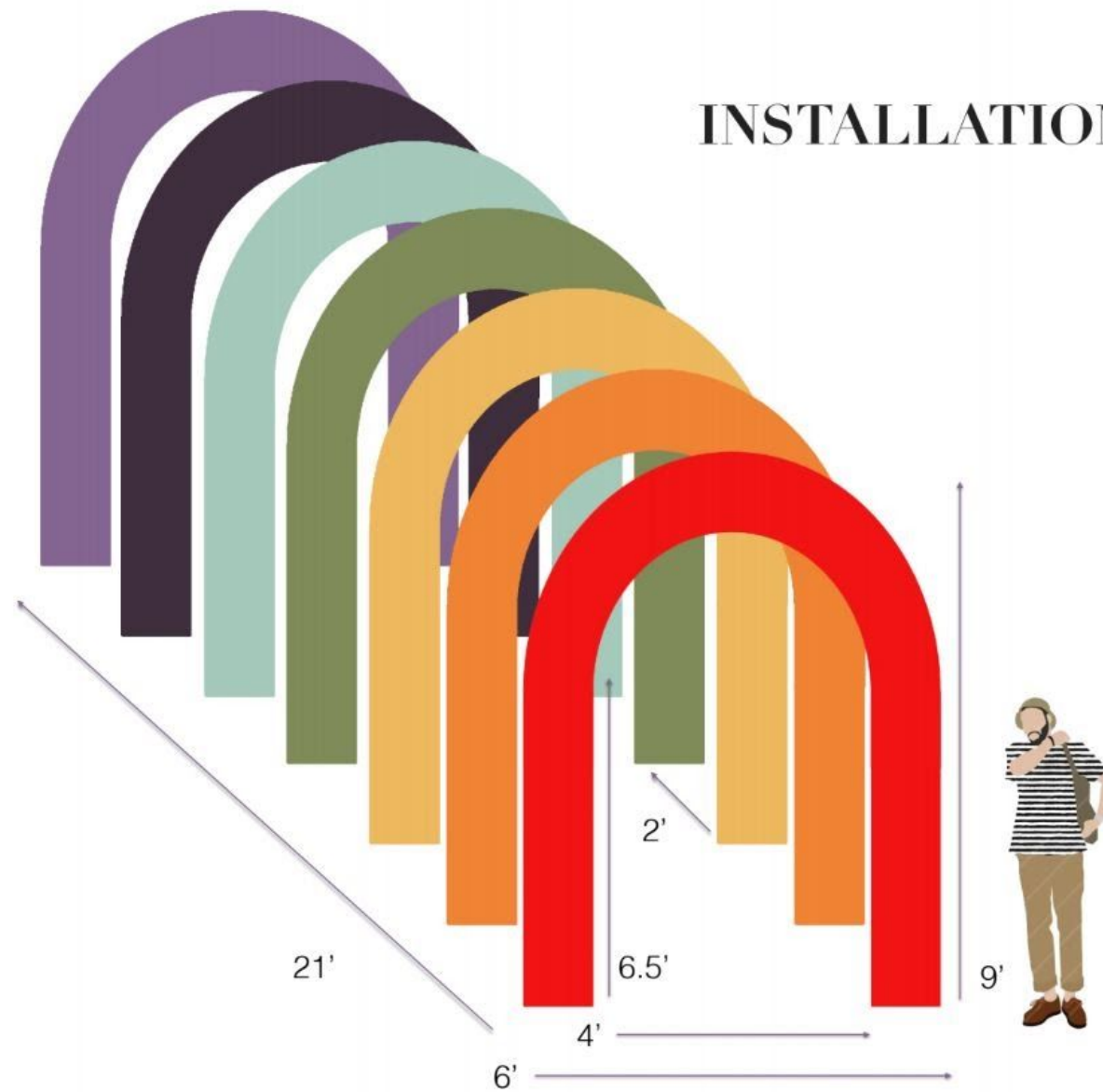
Color - Color plays an important part in the identify of Green Bay. **Green and Gold**, symbolizing community pride and sportsmanship, Blue for the Bay. Brown signifying the County division. I wanted the installation to utilize color, both within these literal references and as a figurative symbol of **equitable civic spaces.**

Communication – After learning that the 108-112 N. Adams served as the longtime home for the Wisconsin Telephone Company, I sought to bring a **sense of communication and storytelling** into the space. And with 305 Walnut serving as the office for government employees, I questioned how can art be used in a way to **give voice to community constituents** and share their stories.



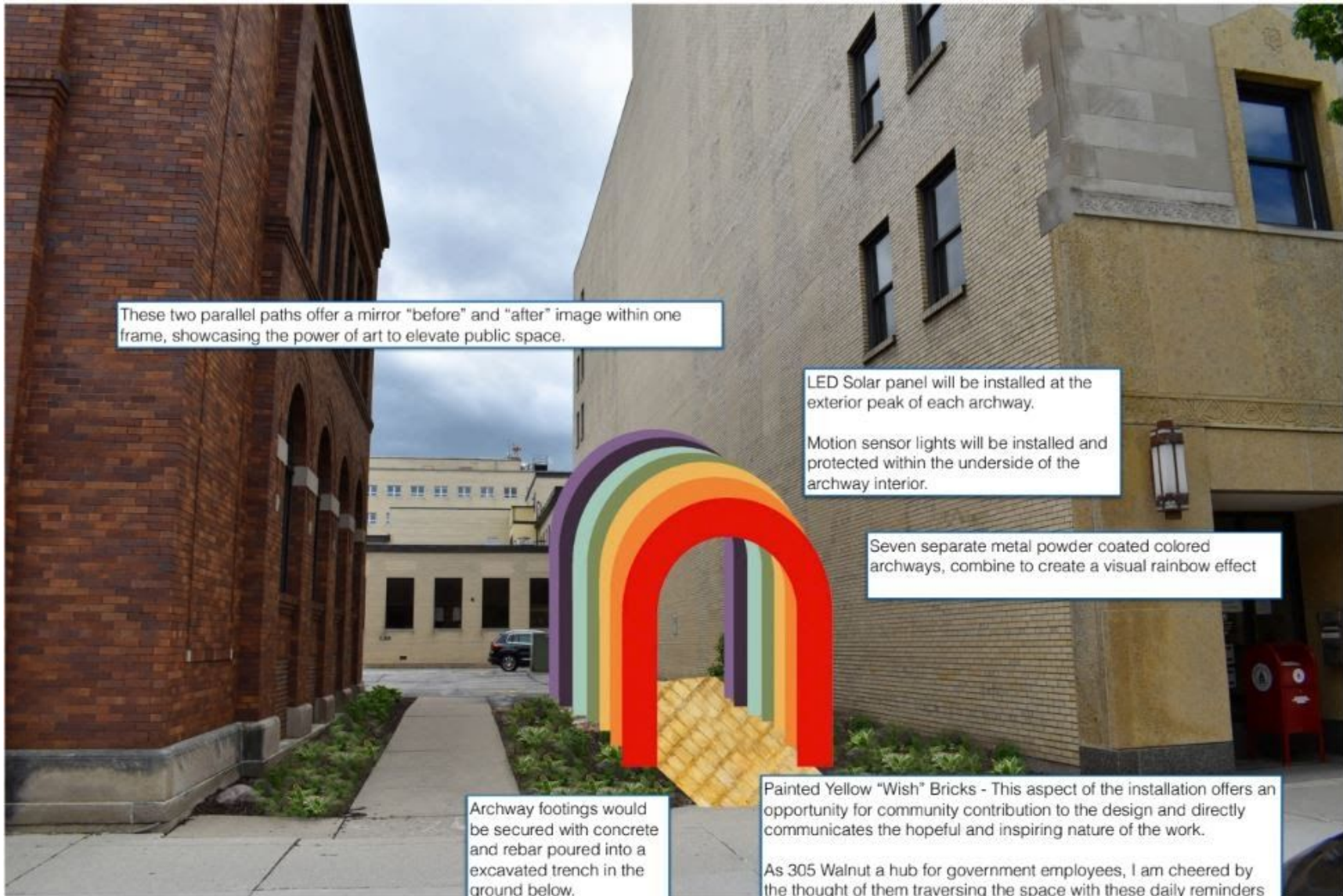


INSTALLATION ANATOMY





DAY VIEW



These two parallel paths offer a mirror "before" and "after" image within one frame, showcasing the power of art to elevate public space.

LED Solar panel will be installed at the exterior peak of each archway.

Motion sensor lights will be installed and protected within the underside of the archway interior.

Seven separate metal powder coated colored archways, combine to create a visual rainbow effect

Archway footings would be secured with concrete and rebar poured into a excavated trench in the ground below.

*Depth to be determined following structural engineering review.

Painted Yellow "Wish" Bricks - This aspect of the installation offers an opportunity for community contribution to the design and directly communicates the hopeful and inspiring nature of the work.

As 305 Walnut a hub for government employees, I am cheered by the thought of them traversing the space with these daily reminders of the wishes of their constituents serving to propel them forward in their work.

DAY VIEW

COURAGE



NIGHT FRONT VIEW- LIGHT ACTIVATION



NIGHT FRONT VIEW- FULL LIGHT PEOPLE

Proposed Budget

Source	Amount	Confirmed/Projected
Redevelopment Authority of Green Bay	\$27,000	Confirmed

Total Project Income

TOTAL INCOME	\$27,000
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(Please indicate via checkbox below if awarded funds will be used for the expense listed.)

PROJECT EXPENSES

Supplies/Materials	Amount	Check Off
Bricks	1,300	x
Commercial Grade Led Lighting / Sensors+ Solar Panels	3,000	x
Brick Paint + Painting Supplies	1,150	x
Metal + Materials	8,000	x
TOTAL	13,450	

Services/Fees/Rentals	Amount	Check Off
Brick Installation	1,500	x
Fabrication + Powder Coating	6,000	x
Installation Team, Travel + Accommodations	2,400	x
Community Outreach Project Website	250	x
Structural Engineer Installation Review	500	x
TOTAL	10,650	

Artist Fees	Amount	Check Off
Artist Fee	2,900	x
TOTAL	2,900	

Total Expenses must equal Total Income

TOTAL EXPENSES	27,000
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Burning Man, Black Rock City



Interactive Sculpture

CLOUD SWING

Cloud Swing is a series of swings suspended from glowing cloud structures, in which color and light are created as people engage with the artwork and swing through the air. If a swing is unoccupied, the cloud above it will emanate a steady white glow, which shines downward and illuminates the empty swing as an invitation to passersby. But when someone begins to swing, the transformation begins, and the white glow is replaced by vibrant colors that become more saturated as the swing moves faster. The goal is to provide nostalgic joy and connect participants to magic and wonder in everyday experiences.



Public Art

KARMA CALLS

Karma Calls revitalized decommissioned pay phone boxes with illuminated messages of happiness, hustle, and hope in an effort to encourage an aura or inspiration, action, and positivity in public space. The work elevates and beautifies obsolete urban infrastructure as an asset, visually showing the concept of karma: what you create in the world is what you receive in return.



Private Commission

MAJESTIC MOOSE

Majestic Moose is a site-specific installation which was created as an illuminated homage to the spirit of Canadian culture. This illuminated sculpture offered a vibrant and ambient glow with dynamic washes of color rotating from the interior of the Moose form.



Community Project

Bright, Alight

A reimagined oversized light bright, in which participants added to a community-created mural, with designs formed by custom-made LED lights that participants constructed on site and then added to the mural design.

Project Title	Concept	Location
Lift Off	D	112 N. Adams St.

Project Description

The alleyway on Adams Street is between two exquisite buildings that represent important periods of architecture, and it is a fantastic location to showcase a permanent public art installation in the city of Green Bay. I propose two free-standing sculptures that will complement the existing gardens and sit on either side of the serpentine walkway. The historic buildings will serve as their backdrops.

The pair of sculptures were conceived with the Art Deco and Romanesque elements of the environment in mind. Both will be fabricated from solid 1" aluminum and will be 4' in diameter at their bases. The sculpture closest to the cream-colored brick building will be 12' high. The sculpture closer to the alley sidewalk will be 8' high. While the design of both sculptures is similar, one will have a 3:1 ratio and the second will have a 2:1 ratio. Each is distinctly different, yet they are clearly a pair. The geometry is important given the architecture in the setting.

As was the case in my proposal for the original alleyway, the materials that I use will showcase the negative cut (or off-fall) from manufacturers in our region. Manufacturing is an important part of our community, and I include these pieces to pay homage to our vital manufacturing sector. The implementation of parts from northeastern Wisconsin manufacturers also solidifies the bridge between manufacturing and art.

The sculptures will be all aluminum and will be finished with a powder-coat. They will not rust and will hold their color for decades. While I am suggesting that the 12' sculpture will have a transparent aluminum finish with a metal-flake powder coat and that the 8' piece be red in color with a metal-flake powder coat (as the model shows), I am happy to discuss these choices with the HPC.

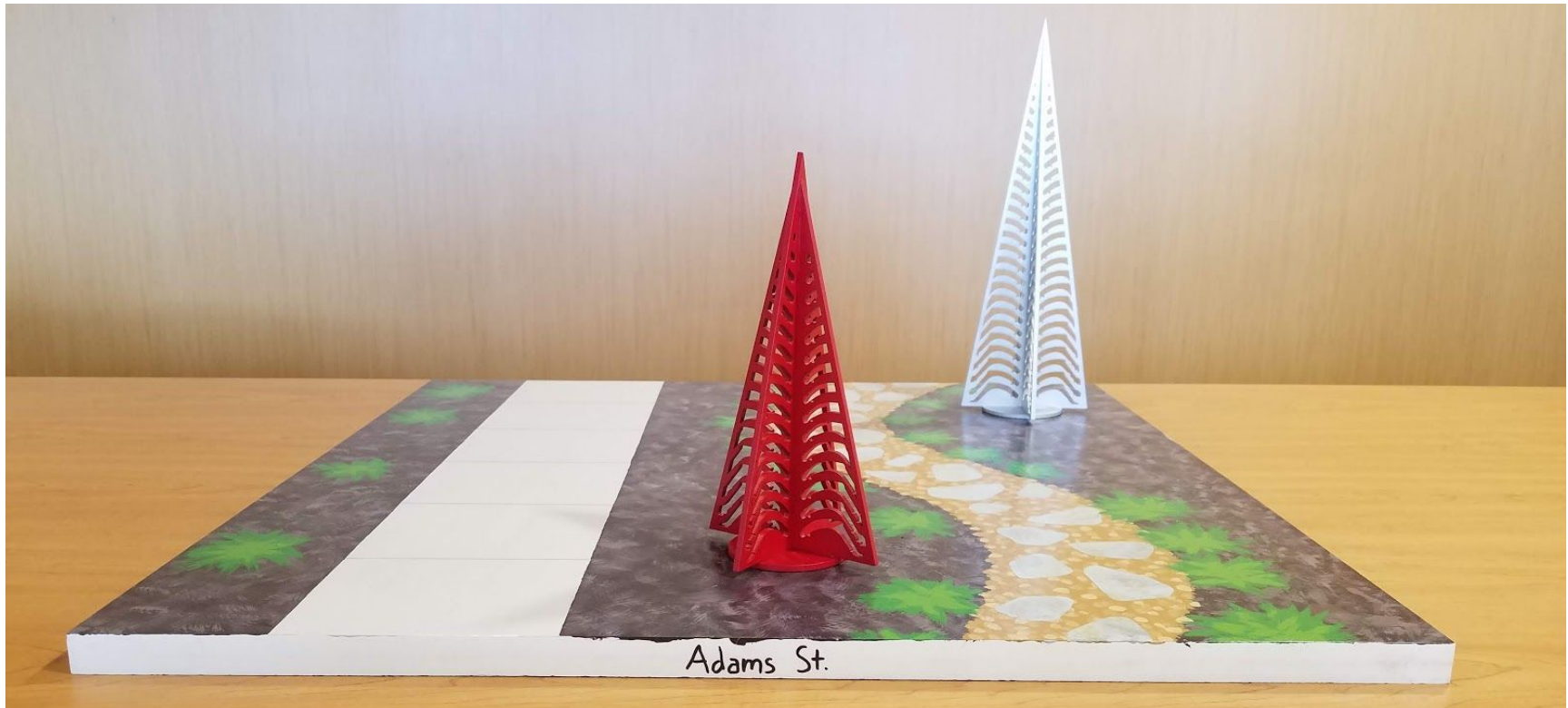
The installation will take two days. On the first day, two concrete footings will be poured, one for each sculpture. The footing will be below ground, so no concrete will be visible after the installation is complete. Three existing plants will need to be moved, but there is plenty of room to transplant those to the front corner of the garden.

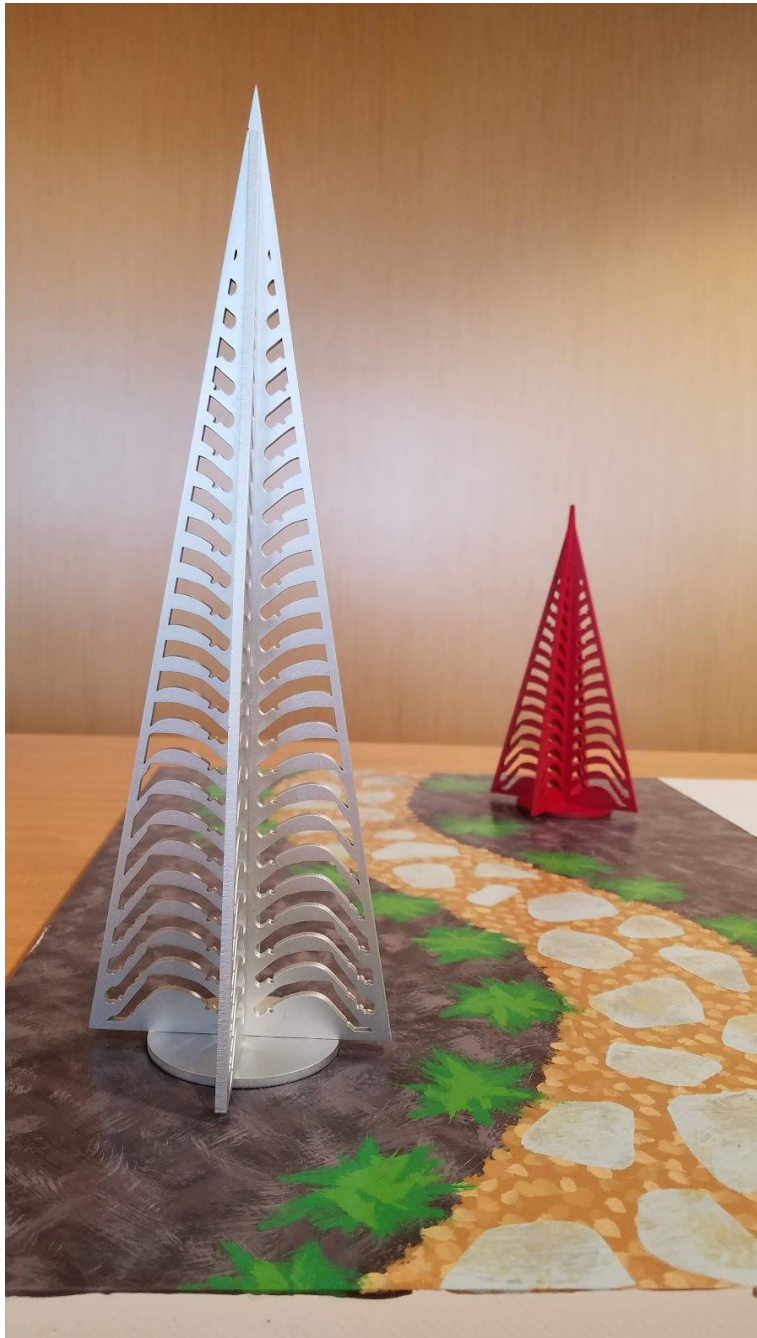
On the second day, the sculptures will be set into place. Each sculpture will have a 4" diameter tubular structure (post) that is approximately 18" long and is welded perpendicular to its base. The post will fit tightly into the receiver that is in the center of the concrete footing. Once it is set into place, the post will be below ground, anchored in the concrete.

While each sculpture is 48" wide at its base, the circular disk at its base is only 30" in diameter, leaving the "wings" of each sculpture hanging over the circular base by 9". Those wings will be floating 2" or 3" inches above the garden mulch surface.

I have constructed a similar piece of sculpture, and I am providing a photo of it for your review. That 12' sculpture sold for \$28,000. The cost of these two proposed sculptures combined would normally be \$45,000 and that does not include any fees for delivery or installation.

Project Photos







BUDGET TEMPLATE

APPLICANT NAME/PROJECT TITLE: *Rusty Wolfe "Lift off"*

PROPOSED BUDGET FOR ALLEYWAY TRANSFORMATION PROJECT

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

Source	Amount	Confirmed/Projected
Redevelopment Authority of Green Bay	\$27,000	Confirmed

Total Project Income

TOTAL INCOME	\$27,000
--------------	----------

*Please indicate source of funds in the "Confirmed/Projected" column. If the funds are for the project, please indicate "Confirmed".

PROJECT EXPENSES

Supplies/Materials	Amount	Check Off
aluminum	8,000.00	✓
installation supplies, concrete	650.00	✓
powder coat	1,500.00	✓
TOTAL	10,150.00	

Services/Fees/Rentals	Amount	Check Off
Art assistant's fees	13,850.00	✓
two installation trips	1,800.00	✓
Four men needed for Day 2		
TOTAL	15,650.00	

Artist fees	Amount	Check Off
First model, original alleyway	1,000.00	✓
second model, current alleyway	200.00	✓
TOTAL	1,200	
TOTAL		

Total Expenses must equal Total Income

TOTAL EXPENSES *27,000.00*

Previous Work

Eye of the Storm, 2019. Stainless Steel, 12' x 10' x 6'
Site-specific commission
Stephenson National Bank, Marinette, WI



Menominee Perch, 2019. Stainless steel, mild steel, 11' x 16' x 7'
Public commission celebrating fishing culture
Menominee County Courthouse, Menominee, MI



In Flight, 1999. Steel, 40' x 9' x 10"
Site-specific commission for private collection
Nashville, TN



Pyramid, 2018. Steel, 8' x 5' x 2'
This piece was part of the GB Rotating Art Program and represents the
kinds of panels proposed for the alleyway project



Trio of Brown Trout, 2019. Mild steel, 10' x 10' x 10'
Public commission celebrating fishing culture
Menominee Marina, Menominee, MI



Project Title	Concept	Location
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The Urban Garden (An outdoor Art Exhibit)

E

112 N. Adams St.

Project Description

We are proposing to create an immersive art experience for the city of Green Bay by designing and creating an environment combining 2D and 3D art forms.

- We would be transforming a green space into a colorful area while creating a unique oasis in downtown Green Bay.
- It would be a whimsical and thought provoking outdoor art exhibit.
- Every piece in this design will compliment each other while keeping to a narrative of hope and new beginnings.

Our Mission is....

- To create an outdoor art exhibit that will merge our 2D and 3D mediums into one cohesive conceptual art experience.
- To create a thought provoking art display that focuses on the feeling of HOPE. Finding hope in unusual places.
- To create a usable, functional public space that will not only create a dialog about hope but also about art and it's importance in our local community while working within the locations limitations.
- To add beauty, interest and art to the down town area.

We are inspired by the colors & textures of urban landscape. We will pair those colors with contrasting vibrant colors. We will mix botanicals and graffiti along with decay and beauty to create an unexpected visual narrative of hope and new beginnings.

The Art will consist of:

- **8 Art Panels (Various Sizes).**

There would be 8 wall art panels. All installed with metal posts, free standing away from the walls.

(1) 8 foot X 4 foot panel on the north side/west.

(4) 2x3 foot on the north wall under the windows.

(3) 4x6 foot panels on the south side.

The photos will be printed on aluminum metal and secured to posts. The Panels will be UV protected and weatherized.

The art on the panels will be images of abandoned/forgotten locations that also have something beautiful/hopeful in them. These will help bring fourth the narrative of finding hope in hard times. There is beauty everywhere if you look for it. Holding onto hope for the future and embracing new beginnings

- **Butterflies.**

There will be over 100 butterflies. In groups running up metal bars that are secured in the ground. The butterflies will cascade off of the metal and will appear to be floating in the air and on the buildings. This will be done without actually touching the buildings. T

- **A 6 foot Hare**

Another symbol of the garden (although not always welcome) is the Hare, and in our exhibit there is a large gaunt Hare (5'5" high x 4' wide) in the middle of the garden. He is obviously struggling. The butterflies that surround him symbolize a transformation, a new beginning and hope for the future. He is constructed of rebar and metal, fiberglass and epoxy resin. And will be mounted in the middle of the garden.

Project Photos

Layout of Art Panels

They will be installed with posts. There would not be any contact with the brick/walls. The panels on the south wall may be horizontal, vertical or a combination of both. It will depend on the final image choices.



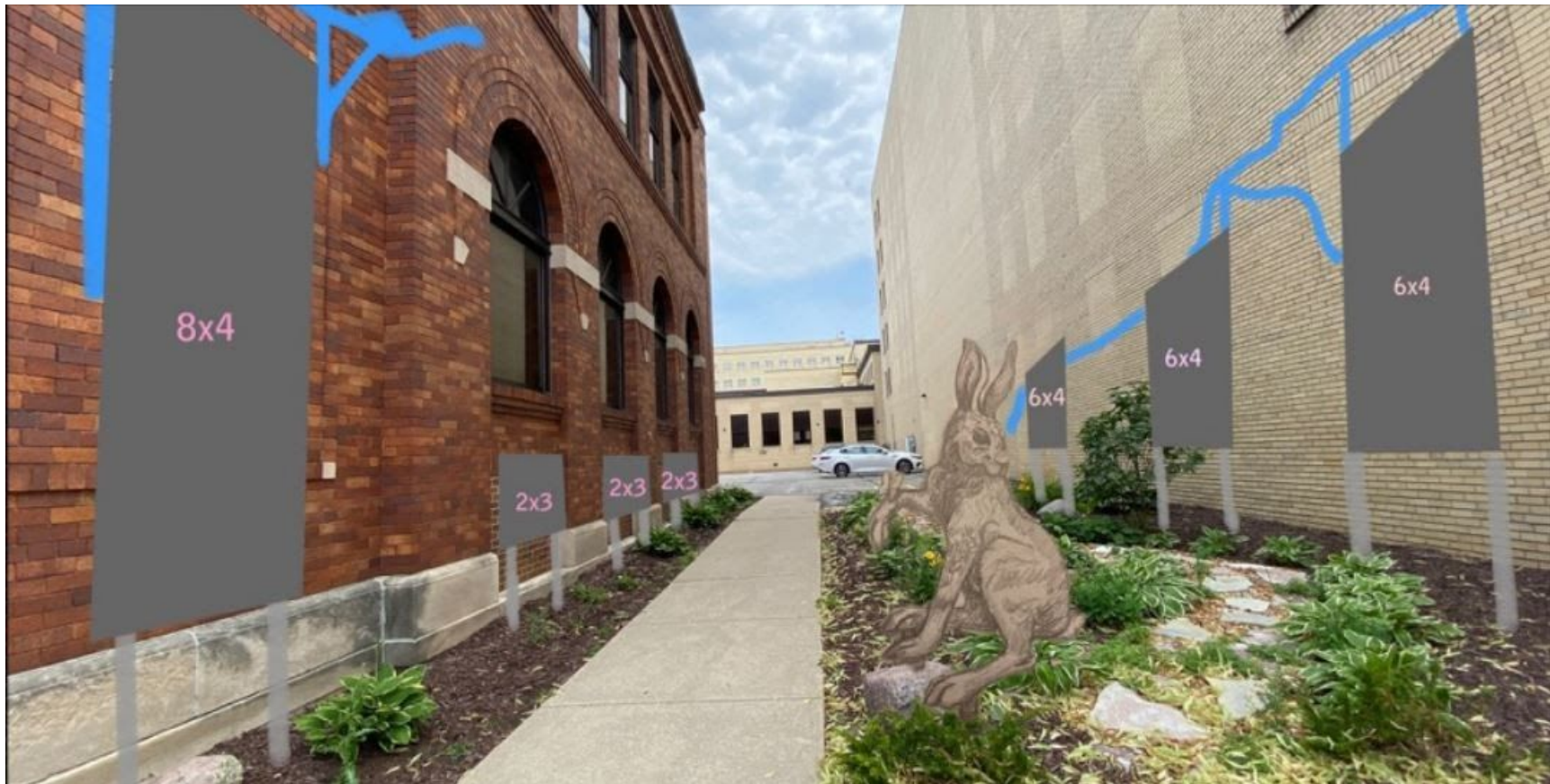
Layout of Panels and Hare

Note that the Hare is 5'5" high and 4 foot wide.



Layout of Art (Panels, Butterflies, Hare)

Note that the metal bars will not be visible. They will be covered in 12inch butterflies arranged in clusters cascading off of the bars. The blue lines represent the bars/butterfly clusters.



Layout of Panels, Butterflies and Botanicals

Yellow=Daisies & Wild Flowers, Pink= Echinacea purpurea & Liatris Red= Bleeding Hearts Purple= White Hydrangea Bushes, Blue=Blue Hostas



Layout of Panels, Butterflies, botanicals + Hare



Proposed Budget

Part 1 - Sculptures	Amount
Artist 1 Job Insurance	\$350
Supplies/Materials	
Fiberglass Resin	\$1,100
Fiberglass Cloth	\$950
Metal for sculptures	\$300
Apoxi/clay/resin	\$1,800
Paint/clear coat/varnish	\$850
Tools -scale/timer/scissors/tape/gloss	\$200
Safety Equipment - masks/gloves	\$85
Misc. -paint brushes/buckets/stir sticks/sprays/drop cloth	\$200
Installation Costs	
Metal rod and installment metal (also for panels)	\$892
Installment (lift rental and misc. screqs, tools, cement, anchoring tubes)	\$950
PART 1 TOTAL	\$7,677

Part 2 - Art Wall Panels	Amount
Artist 2 Job Insurance	\$350
Supplies/Materials	
Sample Prints for approval	\$150
Assistant fees	\$150
Abandoned/On location Shooting expenses	
Gas	\$100
Equipment Rental (90 macro lens)	\$50
Props for shoots	\$150
Art supplies (yupo paper/paint/ink/rubbing alhohol)	\$90
(3) 4'x6' Aluminum Panels Laminate UV and weather proofing overlay	\$1650
(1)4'x8' Panel Laminate UV and weather proofing overlay	\$700
(4) 2'x3' Panels Laminate UV and weather proving overlay	\$800
Frames (wood/paint/screws/tools.drop cloths/paint brushes)	\$600
PART 2 TOTAL	\$4,790

Part 1 (Sculptures) + Part 2 (Art Panels)	\$12,467
Botanicals	\$250
Artist Fees for Artist 1 and 2	\$14,283
PROJECT TOTAL	\$27,000

Previous Work



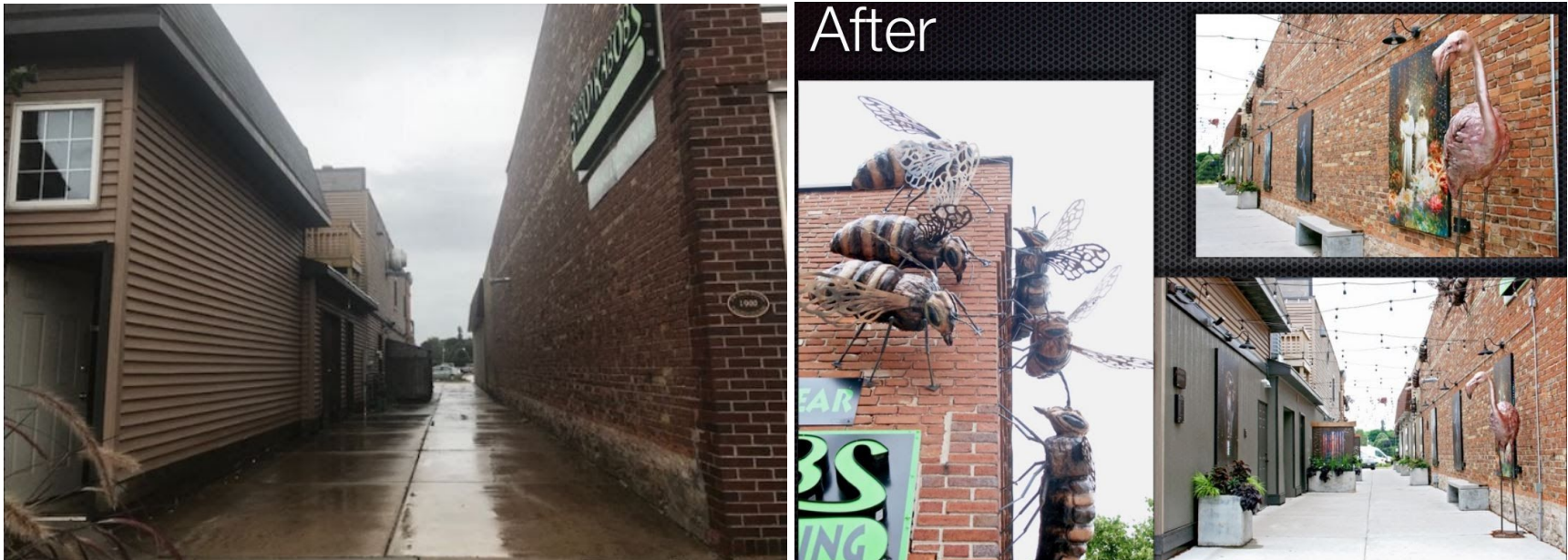
National award winning image. Was shown at the Louvre in Paris for a month in a photography exhibit. It was also published in an art book and was also a magazine cover image.



Range Bank Commission work for the Range Bank on Oneida Street.

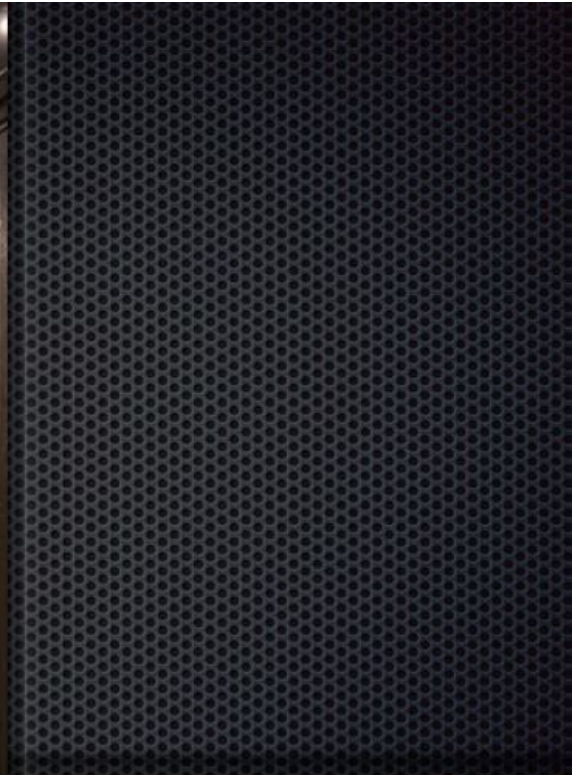


We (together) designed and created De Pere's Art Alley. With our concept of "The importance of the honey bee" Here are some before and after photos of that project.









AFTER

At Night





GBPAC

GREEN BAY
PUBLIC ARTS
COMMISSION

CITY OF GREEN BAY

ALLEYWAY TRANSFORMATION PROJECT

CALL FOR ARTISTS 2020

INSPIRATION



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

CALL FOR ARTISTS

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

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

SUBMISSION DETAILS

April 3, 2020 by 4:30PM Preliminary Proposal - Requirements for submitting a preliminary proposal are detailed in this RFP.

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

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

Award: \$27,000

Installation Period: June 2020 - September 2020

Installation Duration: Minimum of 3 years to Permanent

ELIGIBILITY

The GBPAC invites all Artists, designers, and makers of all kinds to submit a proposal to create an immersive installation within the Bodart Street alley located between the buildings of 401 N Quincy St and 617 Bodart St.

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

BUDGET

The selected Artist will be awarded \$27,000 to be used for materials, fabrication, installation, artist fees, rentals, permits, electrical hookups, and the like. Fabrication, installation, and other costs will be covered in the materials budget.

WHAT IS AN IMMERSIVE INSTALLATION?

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

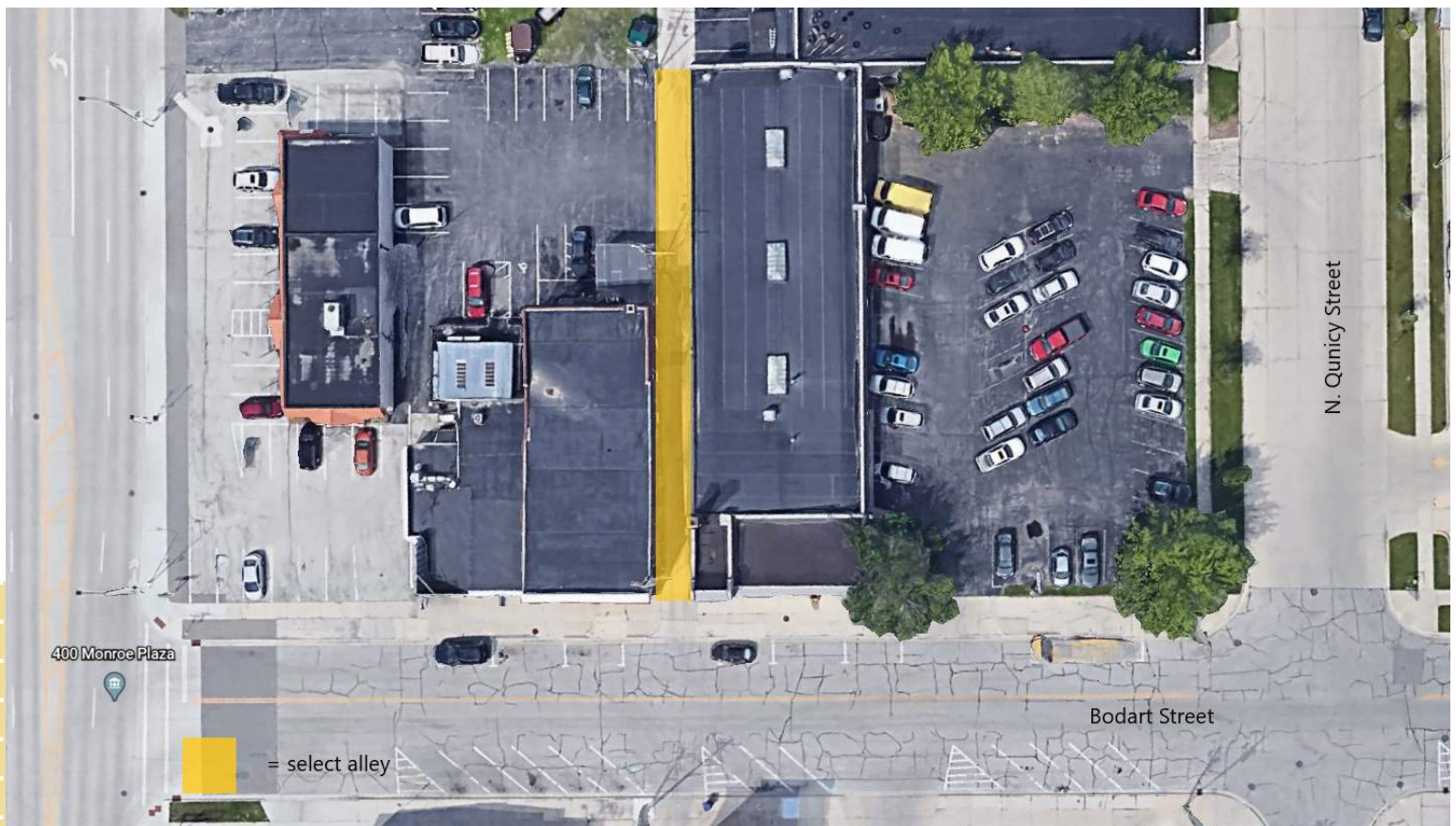
SITE DESCRIPTION

Proposed immersive installations will be installed in the approved alleyway on Bodart Street, in downtown Green Bay, Wisconsin. If an alternate site(s) located within Bodart Street is proposed, this may be considered. Bodart Street is home to an array of local businesses, coffeehouses and Asian markets and is a great connector between Whitney Park and downtown Green Bay. Neighboring residential developments in the area will bring new residents to the space and future area developments are anticipated.

The selected site is a fully functioning alley that requires access for vehicles, snow plowing and maintenance. A clearance of 14 feet from the ground must be maintained for vehicle and pedestrian traffic. There is a power line running through the alleyway also, 10 feet of clearance must be maintained for the upper wires and 3 feet clearance must be maintained for the lower wires. The site must be prepared for the installation in a manner that best supports the specific requirements of the work to be installed. These requirements will be discussed and agreed upon by City staff and the Artist. Artists may add lighting and built environments that attach only to the adjacent buildings. Floor and lower wall transformations and/or painting may be considered but nothing can protrude into the functioning alley space.

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

AERIAL VIEW OF STREET



ALLEY PHOTOS

Located between buildings 617 Bodart St. (red brick) and 401 N Quincy St (grey)



SITE DETAILS

The selected site is a fully functioning alley that requires access for vehicles, snow plowing and maintenance.

A clearance of 14 feet from the ground must be maintained for vehicle and pedestrian traffic. Floor and lower wall transformations and/or painting may be considered but nothing can protrude into the functioning alley space.

The power line running through the alleyway requires 10 feet of clearance for the upper wires and 3 feet of clearance for the lower wires.

Dimensions: **Alley: 12 feet wide**

Red Brick Building: 170 feet long

Grey Brick Building: 200 feet long

Please contact City staff for further site details or to schedule a site visit and meet with a City staff member. If you do not wish to meet with staff, you may visit the site anytime. Please email laurasc@greenbaywi.gov or call **920-448-3142** for more information or to schedule a site visit.



14' high regulated area
- ask City staff for details



LOGISTICS

WHAT WILL YOU DO + WHAT WILL WE DO

Select Artist will:

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

City Staff will:

- Provide guidance for the Artist to ensure installation design and process meet city standards for safety, physical accessibility and universal design.
- Promote and host a public opening in coordination with the Artist.

CRITERIA

Designs must adhere to the following criteria:

- Installation(s) must meet City standards for vehicular and pedestrian accessibility.
- All protruding and/or hanging elements must be 14 feet above the ground. Painting and/or flush elements may be considered below the 14 foot restriction.
- Proper distances sited previously must be maintained around existing power lines.
- The installation site is outdoors in Northeast Wisconsin. All installation components must be designed and built to withstand the weather. City staff will consult with the Artist to ensure safety and durability.
- If electricity is to be used, it must be approved by City staff, building owners, and be properly permitted.
- Sound levels (including bass, low end frequencies) must be below 80 dB (decibels). Review Municipal Code Chapter 27 for further details.
- The installation cannot include any breach of intellectual property, brands, trademarks, depictions of illegal activities, or adult content, such as sexually explicit or suggestive material.
- The installation must be appropriate for audiences of all-ages and abilities. The City of Green Bay reserves the right to remove any artworks for any reason, at anytime.
- You must disclose the contents of your installation known at the time of submission of application, including but not limited to: hardware, technology, construction materials and decorative elements. If selected, applicants will need to disclose any additional or new content to City staff.

Contact: Public Arts Coordinator, Laura Schley for more information.

Email laurasc@greenbaywi.gov Phone: 920-448-3142

SUBMITTING IDEAS

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

Mail/drop-off a copy of Submission Materials to:

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

or email Submission Materials to:

laurasc@greenbaywi.gov

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

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

SUBMISSION MATERIALS

- **Proposal**

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

- **Concept Images**

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

- **Proposed Budget**

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

- **Previous Work**

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

- **Artist Materials**

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

Select applicants may be asked for references.

SELECTION PROCESS

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

The top-ranking Artist will be chosen to install their work. The City of Green Bay has the right to decline all submissions and retract this call for proposal for any reason at any time.

Criteria for Selection Include

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

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

FAQ'S

Can I get support or help in preparing my application?

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

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

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

Can I make a site visit and take photographs?

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

Photography is permitted of the architecture and environmental features.

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

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

FAQ'S CONTINUED

If an Artist Team proposes an installation does each Artist receive \$27,000?

No. A total amount of \$27,000 will be awarded to the Artist Team for their work. Fabrication, installation, and other costs will be covered in the materials budget.

What if I have an idea for an installation at a different site?

If an alternative location is proposed, the Artist will need to work with City staff to determine eligibility of the site.

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

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

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

The Green Bay Redevelopment Authority owns the work upon completion. The Artist holds copyright to the work.

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

What will happen to the work if it is a temporary installation (3 year minimum)?

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

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

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

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

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

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

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

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

BUDGET TEMPLATE

APPLICANT NAME/PROJECT TITLE: _____

PROPOSED BUDGET FOR ALLEYWAY TRANSFORMATION PROJECT
PROJECT INCOME Applicants may attach budget details IN ADDITION to this template.

Source	Amount	Confirmed/Projected
Redevelopment Authority of Green Bay	\$27,000	Confirmed

Total Project Income

TOTAL INCOME	\$27,000
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(Please indicate via checkbox below if awarded funds will be used for the expense listed.)

PROJECT EXPENSES

Supplies/Materials	Amount	Check Off
TOTAL		

Services/Fees/Rentals	Amount	Check Off
TOTAL		

Artist Fees	Amount	Check Off
TOTAL		

Total Expenses must equal Total Income

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

MEETING DATE

August 18, 2020

PREPARED BY

Brad Strouf, Lieutenant

AGENDA ITEM # U.I

To receive and place on file the report by the Police Department of the 2020 2nd quarter serious injury and fatality crashes.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. SECOND QUARTER CRASHES 2020

SECOND QUARTER CRASHES

June 28th, 2020 1300 hours 20-205943

On 06-28-20 at 1300 hours, officers from the Green Bay Police Department were dispatched to the area of Lombardi Av and 12th St for a report of an injury accident. Officers arrived to find a vehicle carrying three passengers had been struck broadside by a speeding vehicle travelling eastbound on Lombardi Av near Bart Starr Rd.

Unfortunately, all three occupants of the struck vehicle lost their lives as a result of the crash.

The Brown County Sheriff's Crash Reconstruction Team responded to assist with the investigation and reconstruction of the crash.

The driver of the striking vehicle was reported by witnesses to be travelling at an estimated speed of between 60-90 mph. The driver of the offending vehicle received minor injuries and was transported to a local hospital and released shortly after. He was transported to the Brown County Jail and booked on charges of Reckless Homicide.

The case is now in the hands of the Brown County District Attorney who will be prosecuting the case.



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

MEETING DATE

August 18, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.2

To refer to staff the request to establish a 3-WAY STOP condition at Western Avenue at Maryhill Drive.

BACKGROUND

RECOMMENDATION

To refer to staff for study the request to establish a 3-WAY STOP condition at Western Avenue at Maryhill Drive.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.4

To remove the PERMIT PARKING ONLY 7 AM TO 5 PM MONDAY THROUGH FRIDAY zone on the west side of Washington Street from a point 140 feet south of Stuart Street to a point 375 feet south of Stuart Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.5

To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the west side of Washington Street from Stuart Street to a point 140 feet south of Stuart Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.6

To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the west side of Washington Street from a point 375 feet south of Stuart Street to Crooks Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.7

To establish and adopt by ordinance a 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the west side of Washington Street from Stuart Street to Crooks Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.8

To remove the NO PARKING zone on the east side of Maple Avenue from a point 30 feet south of School Place to a point 20 feet north of School Place.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.9

To establish and adopt by ordinance a NO PARKING zone on the east side of Maple Avenue from a point 100 feet south of School Place to a point 20 feet north of School Place.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.10

To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the west side of Washington Street from a point 260 feet north of Adams Street to a point 180 feet south of Crooks Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.11

To remove the 30 MINUTE LOADING zone on the west side of Washington Street from a point 180 feet south of Crooks Street to a point 25 feet south of Crooks Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.12

To establish and adopt by ordinance a 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the west side of Washington Street from a point 260 feet north of Adams Street to a point 25 feet south of Admiral Flatley Court.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.13

To establish and adopt by ordinance a NO PARKING zone on the west side of Washington Street from a point 25 feet south of Admiral Flatley Court to Admiral Flatley Court.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 18, 2020

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.14

To establish and adopt by ordinance a NO PARKING RIDE SHARE & TAXI LOADING ONLY NIGHTLY FRIDAY THROUGH SUNDAY 6 PM TO 3 AM on the north side of Doty Street from Washington Street to a point 95 feet east of Washington Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Election Day Report

08/11/2020

Alder Barbara Dorff-Elections Committee

On Tuesday, 8/11/2020, as an Alder and a representative of the Ad Hoc Elections Committee, I visited a total of 9 polling locations and interviewed poll workers, including inspectors and chief inspectors regarding what suggestions they might have to improve the election process for November 3rd, 2020.

Overall, this election experience appeared to be a very positive one for both voters and poll workers. The purpose of the observations I will make in this report is to focus on what can be done even better. I am a firm believer in always looking for opportunities to improve and I also believe that interviewing front line workers gives us insights we may not otherwise get as a planning team.

I will begin with suggestions heard at multiple polling places by multiple poll workers. These suggestions may be able to be implemented at every polling location in November. I will then report individual observations made at each of the 9 polling locations I was able to visit in another document by the next meeting.

Common Suggestions

- **Purchase vinyl or plastic privacy sleeves for the ballots.** The cardboard ones are not able to be effectively cleaned and may present a health hazard.
- **Use three ring binders for the voting lists.** This was a suggestion that I was told has been made for years. Several Chief Inspectors and their teams actually transferred the lists into binders and three hole punched them. The binders were much easier to fit through the slots in the plastic shields and much easier for the voters to sign. If we have the money to make this transition, I would make this a priority.
- **Using single serve coffee machines have coffee available for poll workers and well as water if not already available.** We don't need to buy the coffee makers; we can ask people with a Keurig to bring from home. We should supply the pods and creamer and sugar. It is so important to treat our poll workers with respect and kindness. They work an extraordinarily long day and should have a few creature comforts.
- **Supply brightly colored vinyl tape to be used to make arrows and mark off social distancing locations.** Some locations had this tape others did not. It is very helpful for the voters to get those types of cues to know where to go and where to stand.
- **Make 1, 2, 3 signs that can be put up on the plastic shields so the voters know where to start.** Super simple thing to supply. Can be laminated for re-use or just a piece of paper with the numbers on.

Election Day Report
08/11/2020
Alder Barbara Dorff-Elections Committee

- **Offer people with no masks curbside voting.** Sure some voters are making a statement by not wearing a mask because they do not have to wear a mask to vote. Do not argue with anyone who does not wish to curbside vote. Others have a legitimate medical condition and may be very willing to vote curbside to make it safer for other voters and the poll workers. Make big signs. **CURBSIDE VOTING AVAILABLE IF YOU CANNOT WEAR A MASK.** Many poll workers mentioned that people were voting without masks and they did not feel comfortable with this. Let's do what we can to reduce this concern.
- **MORE TRAINING REQUESTED:** Multiple first time workers including chief inspectors asked for another training session before November and would prefer a socially distanced in person session.
- **Either provide a hotline for questions and/or visually designate experienced people at each site to answer questions.** This was a particular problem at the larger sites. Knowing who to ask, quickly, is important. The Sears' site in particular needs this support. Examples were given to me of the same question being asked and different answers being given each time.
- **Better, bigger signage to designate entrances and exits and provide directions within buildings.**
- **Provide a receptacle for clean pens and used pens that need to be sanitized. Provide a large sign saying please return your pen to this bin.**
- **Make the option for two shifts more available if possible.** Tell workers if they find a reliable partner that they can split the shift. Not everyone, but make this available for some.

Detail Summary of Projects Issued

7/1/2020 to 7/31/2020

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
101237	3359 LARGO RIDGE CT..21-8220	LARGO RIDGE DEVELOPMENT LLC		\$1,363.44	\$250,000.00	Pending
[01-101 - Single Family House, Detached] NEW 1-STORY SINGLE FAMILY HOME W/ATTACHED GARAGE EC in File						
101246	3167 WEST POINT RD..6H-4201	LEMENSE QUALITY HOMES INC		\$1,271.98	\$230,000.00	Pending
[01-101 - Single Family House, Detached] NEW 1-STORY SINGLE FAMILY HOME W/ATTACHED GARAGE						
101350	2920 SUSSEX RD..22-2097	TJDM LLC		\$1,316.84	\$278,000.00	Pending
[01-101 - Single Family House, Detached] NEW 1-STORY SINGLE FAMILY HOME W/ATTACHED GARAGE EC Approved 7/2/20						
101358	2041 BUCKTHORN TR..6H-4439	TYCORE BUILT LLC		\$1,308.59	\$259,200.00	Pending
[01-101 - Single Family House, Detached] NEW 1-STORY SINGLE FAMILY HOME W/ ATTACHED GARAGE						
101612	3498 DOLOMITE DR..21-8023	KIM M & JEFFERY M ANDERSEN		\$1,316.08	\$290,000.00	Pending
[01-101 - Single Family House, Detached] NEW SINGLE FAMILY 1-STORY HOME W/ ATTACHED GARAGE -EC Approved 7/14/20						
101635	438 KRISTY LEE CT..21-8200	CLAUDETTE M & JAMES R SCHABOW		\$1,319.08	\$269,000.00	Pending
[01-101 - Single Family House, Detached] 1 STORY WITH ATTACHED GARAGE -EC APPROVED 7-16-20						
101665	3535 GLEN OAKS PS..22-2004	TJDM LLC		\$1,388.95	\$285,000.00	Pending
[01-101 - Single Family House, Detached] NEW SINGLE FAMILY 1 STORY RESIDENCE WITH ATTACHED GARAGE EC Approved 7/29/20						
101711	131 PURPLE SAGE DR..21-8159	GREEN VIPER INC		\$1,329.63	\$279,398.00	Pending
[01-101 - Single Family House, Detached] NEW SINGLE FAMILY 1 STORY HOUSE WITH ATTACHED GARAGE EC Approval 7/27/20						
101287	1773 BURNS AV..6-1930	DIANE L & PATRICK P CLANCEY		\$200.00	\$25,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Add entryway also						
101371	1675 BEAVER DAM DR..6-2309	PATRICIA A BRUEHL		\$205.00	\$15,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Contractor got his dcc and dcq now and in good standing.						
101418	828 OREGON ST..4-7	JUDITH E KING		\$200.00	\$30,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Kitchen remodel						
101455	1163 12th AV..1-662-B	THOMAS F & BARBARA A STASZAK		\$379.75	\$212,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] NO EC REQUIRED, IN NOTES						
101534	1121 HIGHVIEW LN..6-654	MICHAEL J & JILL MARIE DICKSON-KESLER		\$125.00	\$10,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Also opening up dining room(non load bearing wall)						
101611	1218-20 SHADOW LN..1-2501	L & R LAMBEAU VIEW LLC		\$255.00	\$8,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] BOTH SIDES						
101645	2535 PARKWOOD DR..6H-2523	JASON R & MICHAELA M GEURTS		\$75.00	\$2,500.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Porch overhang also						

101689	3359 HEAVEN DR..21-7698	VANG YANG, ETAL	\$113.65	\$5,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Finishing of basement walls					
101699	1040 S VAN BUREN ST..16-242	SCHWIESOW TYSON K REVOCABLE LIVING TRUST	\$50.00	\$150,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Landmarks approved.					
101731	832 ROY AV..18-1394	JONATHAN & JUSTIN ENDERBY	\$150.00	\$3,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Existing bathroom, has fan already					
101738	132 S VAN BUREN ST..14-701	ANDREW J BASTEN	\$175.00	\$10,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] DINING /KITCHEN REMODEL					
101768	901 ELMORE ST..5-1383-A	THONGPANE & KHAMSAI PHAXAYCHAREUN	\$150.00	\$2,500.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Bathroom remodel					
101851	3595 GLEN ABBEY DR..22-1948	MELISSA CROSBY	\$318.42	\$40,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] add bedroom,bathroom, and family room					
101887	1432 EMILIE ST..17-636	ZACHARY T BASLER	\$180.00	\$20,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] FIRE DAMAGE REPAIRS					
101126	3137 WINDLAND DR..21-5355	BRZOZNOWSKI CHARLES T & SANDRA M REVOCABLE TRUST	\$280.00	\$38,000.00	Pending
[03-434 - Addition to Single-Multi Family Residential Units] 14X13 WITH FROST WALL.					
101450	157 GARDEN GATE CT..6H-1069-7	CROSBY MASON W & MOLLY C REVOCABLE TRUST	\$457.60	\$127,800.00	Pending
[03-434 - Addition to Single-Multi Family Residential Units] House addition					
101388	1115 WIRTZ AV..1-56	JOSEPH M & MARY J SERAMA	\$175.00	\$14,000.00	Pending
[05-645 - Raze Sungle-Family house(attached or detached)] Raze one story house and garage					
101389	1451 CROOKS ST..17-886	STEPHEN R & LINN P SMITH, ETAL	\$175.00	\$13,500.00	Pending
[05-645 - Raze Sungle-Family house(attached or detached)] RAZE HOUSE/GARAGE					
101394	2123 EASTMAN AV..21-293-2	BROWN COUNTY TAX DEED	\$175.00	\$12,200.00	Pending
[05-645 - Raze Sungle-Family house(attached or detached)] RAZE HOUSE/GARAGE					
101590	1306-1308 NELSON ST..6-2638	DRUCILLA J & ROBERT M GIESLER	\$175.00	\$20,000.00	Pending
[05-645 - Raze Sungle-Family house(attached or detached)] EC Approved 7/22/20					
101610	1806-1808 SAHARA DR..6-2702	ORP REAL ESTATE HOLDINGS LLC	\$50.00	\$15,000.00	Pending
[05-645 - Raze Sungle-Family house(attached or detached)] FOUNDATION STAYING AND TO BE REBUILT ON EXISTING FOUNDATION(NO EC FOR RAZE). NO SEWER CAPS, NEW HOME TO USE EXISTING.					
100158	419 DONALD DRIVER WAY ..5-1772	TWG RAIL YARD LLC	\$87,933.98	\$34,000,000.00	Pending
[08-105 - 5 or more family building(refer to 06-103)] EC APPROVED UNDER 400 N BROADWAY PER KELLI					
NO PLUMBING UNTIL PLANS APPROVED AND PERMIT PAID FOR - PVC7/29/2020					
101777	2826 MT. MARY CIR..21-275-16	MJM GREEN BAY LLC	\$70.00	\$375.00	Pending
[10-434 - Multi-Family Residential Building Alteration] Switching deck boards to composite					
101778	2834 MT. MARY CIR..21-275-17	& & JNG GB EAST LLC	\$70.00	\$375.00	Pending
[10-434 - Multi-Family Residential Building Alteration] Switching deck boards to composite					
100179	1860 W MASON ST..6-274-A	GFC REALTY II LLC	\$2,439.05	\$750,000.00	Pending
[11-327 - stores, customer services(restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)] EC approved 3/4/20					

100943	345 S MONROE AV..14-419	MAY JOHN C & JULIE A REVOCABLE TRUST	\$4,591.28	\$1,721,395.00	Pending
[11-324 - office, bank, professional(offices, professional buildings, administration buildings, financial institutions, medical office buildings)] ***5000 SWB *** EC Approved 4/24/20; PLAN SHEETS A1.1 & A7.1 were revised to add doors at the top and bottom of the stairs to meet HVAC code.					
101377	2460 UNIVERSITY AV..21-1254-3	UNIVERSITY AVENUE CENTER LLC	\$4,143.22	\$149,868.34	Pending
[11-327 - stores, customer services(restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)] TENANT BUILDOUT					
NO PLUMBING UNTIL PLUMBING PLANS ARE APPROVED. - PaulVC 7/1/2020					
100286	1828 S ASHLAND AV..1-1131	PACKERLAND SHELL INC	\$1,042.35	\$175,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]					
100881	520 DOUSMAN ST..5-603	GREEN BAY AREA PUBLIC SCHOOL DISTRICT FT HOWARD	\$1,670.38	\$100,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Modifications to several small rooms					
101381	626 PINEHURST AV..21-100-5	GREEN BAY AREA PUBLIC SCHOOL DISTRICT MARTIN	\$1,005.00	\$30,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Kitchen Remodel					
101383	234 S ADAMS ST..13-49	RUMMELES JEWELERS INC OF GREEN BAY	\$2,143.23	\$290,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Showroom Remodel					
101749	3225 FINGER RD..21-39-2	JD AND LG PROPERTIES LLC	\$1,681.88	\$281,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] SALON BUILD OUT					
101750	104 ALVINA ST..6-250-3	SCHOEN STREET CONDO RENTALS LLC	\$170.00	\$25,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Carport Alterations					
101761	2845 GREENBRIER RD..21-161-2	BAYCARE AURORA LLC	\$891.00	\$211,924.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] 4th FLR Admin Remodel					
101832	2845 GREENBRIER RD..21-161-2	BAYCARE AURORA LLC	\$782.38	\$90,500.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]					
101836	2235 MAIN ST..21-127-4	SILK PURSE PROPERTIES GREEN BAY LLC	\$140.00	\$4,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] In prep for Erbert & Gerbert's					
101382	631 BELLEVUE ST..21-1916	JASON E CHARLES	\$980.00	\$2,500.00	Pending
[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] Double fee review and permit					
101244	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$360.00	\$608,000.00	Pending
[15-649 - Raze Commercial Building or other Structure] DEMO BLDG 89 EC NEEDS APPROVAL**** see site plan approval -EC Approved 7/20/20 -Pre-con in drag file					
101245	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$360.00	\$370,000.00	Pending
[15-649 - Raze Commercial Building or other Structure] DEMO BLDG 78 EC NEEDS FINAL APPROVAL** see site plan letter -EC approval 7/20/20 -EC Pre-con in drag file					
101513	1860 W MASON ST..6-274-A	GFC REALTY II LLC	\$240.00	\$30,000.00	Closed
[15-649 - Raze Commercial Building or other Structure] EC Approved/site plan under P#100179					
101697	1265 LOMBARDI AV..1-1841-A	GREEN BAY CITY OF LAMBEAU FIELD	\$260.00	\$40,000.00	Closed
[16-*** - Temporary Office or Trailer] COVID TESTING TRAILER					
100919	1355 RICHARDSON ST..18-1125	TYLER J & REBECCA K LOHMILLER	\$150.00	\$17,500.00	Pending

[17-438 - New Garage or Carport] 24x26 detached garage

101499	1115 S JACKSON ST..16-232	CODY R KNAPP	\$269.16	\$40,000.00	Pending
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[17-438 - New Garage or Carport] GARAGE

101506	308 QUINTON ST..21-1457	SHAWN L & PATRICIA A BUTTERFIELD	\$150.00	\$20,000.00	Pending
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[17-438 - New Garage or Carport] DETACHED GARAGE
* ELEC PANEL AND WIRING FOR OUTLETS/LIGHTS ADDED 7/20/20

101545	831 S BAIRD ST..17-754-A	BENJAMIN J & PAMELA J OSTERBERG	\$150.00	\$28,870.00	Pending
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[17-438 - New Garage or Carport] 24x22

101708	1355 DIVISION ST..5-661-C	KAREN R & JAMES R HOOKER	\$50.00	\$750.00	Closed
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[17-438 - New Garage or Carport] ON DETACHED GARAGE
-ALSO SLAB FOR CAMPER

101826	1020 ROYAL BLVD..18-1175	TINA & SCOTT GLASER	\$150.00	\$38,000.00	Pending
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[17-438 - New Garage or Carport] 24x30
Patio and driveway replacement

101833	142 SCHOBBER ST..21-1714-7	ANTHONY J PETHAN	\$113.84	\$11,000.00	Pending
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[17-438 - New Garage or Carport] 24'X28' det. garage

101537	1015 12th AV..2-847	EVERETT J BRIGGS	\$50.00	\$250.00	Pending
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[18-438 - Remodel Garage or carport or Shed] Move Service Door on Garage

101073	3080 CACTUS AV..6H-2987	DOUGLAS W & GINA WOELFEL	\$150.00	\$20,000.00	Pending
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[19-438 - Addition to Garage, Carport (Residential)] Attached on to current rear garage. 14x24

101525	249 NEWBERRY CT..21-88-18	DAVE A PATRIKUS, ETAL	\$50.00	\$6,000.00	Pending
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[22-328 - Shed, Yard Building] Prefab 10x20.

101541	2424 PINEHURST CIR..21-2922	JOSEPH A THOMAS, ETAL	\$100.00	\$10,000.00	Closed
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[22-328 - Shed, Yard Building] 14x20 SHED

101565	3033 VALLEY CREEK DR..21-7609	DAVID & SARA LEIST	\$75.00	\$7,000.00	Pending
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[22-328 - Shed, Yard Building] 10'X20' shed

101594	126 YALE ST..3-457	COREY J MEDELLIN	\$75.00	\$1,000.00	Pending
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[22-328 - Shed, Yard Building] 20' x8' SHED PREFAB

101595	3031 BAY VIEW DR..21-1111-D-288	BRUCE J & BARBARA D ROBERTSON	\$50.00	\$3,800.00	Pending
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[22-328 - Shed, Yard Building] 10 x 14 Shed

101619	2434 MANITOWOC RD..21-3300	ROBERT G UMENTUM	\$75.00	\$350.00	Pending
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[22-328 - Shed, Yard Building] 10'x12' METAL SHED

101654	929 LINCOLN ST..18-111	ROBERT T & JENNIFER L KAYE	\$125.00	\$11,200.00	Pending
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[22-328 - Shed, Yard Building] Prefab 10x12
-Patio and service walk and drive slab along alley
-Raze of old garage included.

101655	1696 WEDGEWOOD DR..6-121-K	DINA M GRACYALNY	\$50.00	\$2,025.00	Pending
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[22-328 - Shed, Yard Building] Prefab 8x10

101690	612 ZELAS DR..21-3121	JASON C & ASHLEY J ARBUCKLE	\$75.00	\$4,000.00	Pending
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[22-328 - Shed, Yard Building] PREBUILT SHED

101743	708 CHICAGO ST..14-538-C	RAY GOFFARD	\$50.00	\$4,000.00	Pending
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[22-328 - Shed, Yard Building] 10x8 stick built.

101753	2669 WINTERBERRY CT..6H-4317	KEVEN M & DONNA J DIEDERICH LIVING TRUST	\$50.00	\$2,500.00	Pending
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[22-328 - Shed, Yard Building] PREFAB 17X8

101786	912 GERARD ST..21-5755	ADALBERTO BAUTISTA REYES	\$50.00	\$600.00	Pending
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[22-328 - Shed, Yard Building] 10x12 SHED PREFAB

101800	139 VILLAGE ST..21-2831	WANG K VANG, ETAL	\$75.00	\$2,800.00	Pending
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[22-328 - Shed, Yard Building] 8'x12' TUFF SHED

101825	1821 WOOD LN..6H-1269-16	OLSON MICHELE & RAYMOND A II REVOCABLE TRUST	\$50.00	\$4,500.00	Pending
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[22-328 - Shed, Yard Building] 12 x 18 Shed pre fab

100245	710 S ASHLAND AV..2-307	VINCENT R & SONIA M HULSE	\$200.00	\$3,000.00	Pending
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[23-434 - Deck, Porch, Patio] Need variance with setbacks. = APPROVED.

Per complaint 113320

101309	240 OXFORD AV..5-518	CLARICE A ERICKSON	\$100.00	\$4,000.00	Pending
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[23-434 - Deck, Porch, Patio] Replace porch

101396	323 NORTHERN AV..5-335	DARLA J & BRIAN S NOOYEN	\$50.00	\$1,000.00	Pending
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[23-434 - Deck, Porch, Patio] Front porch repair

101434	3008 CRUSADE LN..6H-4157	CHRISTOPHER D & SARA R HYSKA	\$100.00	\$15,000.00	Closed
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[23-434 - Deck, Porch, Patio] Deck

101435	1745 9th ST..6-2175	JUSTIN R & BROOK L ANDERSON	\$50.00	\$6,700.00	Pending
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[23-434 - Deck, Porch, Patio] Replace garage slab, front of slab by garage and concrete stoop.

101470	338 S CLAY ST..14-894	ALETTA L & JAMES C STUMO	\$75.00	\$1,700.00	Pending
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[23-434 - Deck, Porch, Patio] REMOVE FRONT PORCH AND ADD NEW 5'x5' FRONT PORCH W/ STEPS

101502	530 S MAPLE AV..2-269	MCALLISTER PROPERTIES LLC	\$100.00	\$5,000.00	Pending
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[23-434 - Deck, Porch, Patio] Side upper entrance

101514	1747 OAKDALE AV..21-2304-2-A	KAPLA ENTERPRISES LLC	\$170.00	\$8,000.00	Pending
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[23-434 - Deck, Porch, Patio] Remove (6) 4'x12' decks and install (6) 6x18 decks
-One building, 1747.

101685	1945 VAN DEUREN ST..21-2678-3	MARIA S FIGUEROA	\$75.00	\$6,000.00	Pending
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[23-434 - Deck, Porch, Patio] 14' PATIO WITH A PORCH AND STAIRS

101696	239 SEMINOLE LN..6H-2364	ANDREW & NATALIE M BOMSTAD	\$50.00	\$4,500.00	Pending
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[23-434 - Deck, Porch, Patio] -Emailed permit to owner(CR) paid online.

101709	637 S MADISON ST..15-148	OLGA L GARZA	\$75.00	\$2,000.00	Pending
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[23-434 - Deck, Porch, Patio] REBUILD FRONT PORCH

101710	1421 SHANNON ST..6-2196	INGRID A & JOHN H LANDRY	\$50.00	\$3,000.00	Pending
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[23-434 - Deck, Porch, Patio] Per complaint 114545
-with fire pit in middle of pad.

101726	537 ALPINE DR..21-3454	LAWRENCE T BROWN	\$100.00	\$5,000.00	Pending
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[23-434 - Deck, Porch, Patio] 14'x24' DECK

101734	1108 GRIGNON ST..17-212	PERRON RICHARD J & VICTORIA A REVOCABLE TRUST	\$75.00	\$4,000.00	Pending
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[23-434 - Deck, Porch, Patio] enclose the back porch

101807	1433-1435 BAUMGART RD..6H-1122-16	MEERT REVOCABLE TRUST	\$100.00	\$1,500.00	Pending
[23-434 - Deck, Porch, Patio] PER COMPLAINT 114372					
101810	1194 THORNDALE ST..1-2155	BERGEN V & JAMES R PETERSON	\$100.00	\$45,000.00	Pending
[23-434 - Deck, Porch, Patio] ALSO FRONT PORCH ROOF 5x7 to replace existing.					
101845	510 JAMES ST..5-29	KLP ENTERPRISES LLC	\$70.00	\$2,800.00	Pending
[23-434 - Deck, Porch, Patio] Repair concrete porches 4 plex					
101747	401 N WASHINGTON ST..12-184-A	CITYDECK LANDING LLC	\$70.00	\$190,000.00	Pending
[24-*** - Siding] EXTERIOR REPAIRS					
101516	1122 TARA MARIE CT..6H-4236	ANGELO S KOLOKITHAS, ETAL	\$50.00	\$299.00	Closed
[25-329 - Swimming Pool] Swimming Pool					
101564	1105 DOWNER ST..6-2314	MARY ANN & KEITH G MITCHELL	\$50.00	\$400.00	Pending
[25-329 - Swimming Pool] POOL					
101580	1510 LANGLADE AV..6-1305	AMY J STERNBERG	\$50.00	\$4,363.00	Pending
[25-329 - Swimming Pool] Swimming pool					
101627	3485 GLEN ABBY DR..22-1773	BRAD D & EMILIE M DAY	\$175.00	\$30,000.00	Pending
[25-329 - Swimming Pool] 32'x16' INGROUND POOL					
101664	2628 VICKI LN..21-4545	STEVEN J & HEIDI L HERRALA	\$100.00	\$1,200.00	Pending
[25-329 - Swimming Pool] Pool					
101840	2500 WANDERING SPRINGS ST..23-289	GINA L & CHRISTOPHER M FREDRICK	\$175.00	\$20,000.00	Pending
[25-329 - Swimming Pool] NEW 24' POOL W/ DECK SURROUND					
101888	2406 HEATHER CT..21-4194	NICHOLE A & ERIC B HUNTER	\$175.00	\$27,500.00	Pending
[25-329 - Swimming Pool] 27' Pool With Deck Attached to house					
101890	3425 SCHUBERT PL..21-7324	JOHN W & GLORIA K DEYOUNG	\$175.00	\$80,000.00	Pending
[25-329 - Swimming Pool] Swimming pool					
101561	811 NICOLET AV..2-714	DEREK MUENSTER	\$50.00	\$14,000.00	Pending
[28-434 - Foundation Repair] FOUNDATION REPAIR					
101581	509 LAURA ST..21-1304-6	WILLIAM E DEGRAND	\$50.00	\$23,245.00	Closed
[28-434 - Foundation Repair] Foundation repair Now adding egress window for rec room layout and location in drag file					
101628	1674 FIESTA LN..21-1111-P-15	DAVID H & JUDITH A LOUIS	\$50.00	\$13,555.00	Closed
[28-434 - Foundation Repair] foundation repair					
101808	1203 S BROADWAY..1-815	DIANE J WELHOUSE	\$50.00	\$6,490.00	Pending
[28-434 - Foundation Repair] FOUNDATION REPAIR					
101809	612 VROMAN ST..5-223	DANIEL W & VICTORIA M VANEGEREN	\$50.00	\$5,600.00	Pending
[28-434 - Foundation Repair] FOUNDATION REPAIR					
101515	1567 DECKNER AV..8-391	GREEN BAY AREA PUBLIC SCHOOL DISTRICT SULLIVAN	\$70.00	\$348,857.00	Pending

[33-*** - Roofing] COMMERCIAL RE-ROOF

101784	139 S WASHINGTON ST..12-190	GDC WASHINGTON STREET LLC	\$70.00	\$139,000.00	Pending
[33-*** - Roofing] Replace Roof					
99695	2089 FERN LN..21-2475-D-1	JULIE A & TIMOTHY P PHILIPPS	\$50.00	\$2,000.00	Variance Request (s)
[35-*** - Driveway Expansion] SIDE YARD CORNER LOT/ PAST SIDE YARD SET BACK					
101242	1737 DEBRA LN..21-1111-P-53	DEBRA J & JEFFREY M SCHLISE	\$50.00	\$4,789.00	Pending
[35-*** - Driveway Expansion] replace driveway					
101461	1532 CEDAR ST..19-144	MIGUEL A GONZALEZRODRIGUEZ, ETAL	\$50.00	\$11,900.00	Pending
[35-*** - Driveway Expansion] Front Driveway expansion/replacement					
101485	248 BADER ST..21-1791	JORGE L VALDIVIA GODINEZ, ETAL	\$50.00	\$4,000.00	Pending
[35-*** - Driveway Expansion] Will Apply for Garage Permit in Future.					
101487	120 N DANZ AV..21-1257	JOSE J VALDIVIA GODINEZ, ETAL	\$50.00	\$4,000.00	Pending
[35-*** - Driveway Expansion] replace driveway					
101518	3692 WILDCAT TR..21-7492	GEORGE S KONG, ETAL	\$50.00	\$3,000.00	Pending
[35-*** - Driveway Expansion] Driveway Expansion					
101519	539 CHALLENGER DR..21-6976	SARA M & DALE L ROUSE	\$50.00	\$3,450.00	Pending
[35-*** - Driveway Expansion] Driveway Expansion					
101533	458 VICTORIA ST..21-2438	PEDRO FABIAN HUAROCO, ETAL	\$50.00	\$200.00	Pending
[35-*** - Driveway Expansion] DRIVEWAY EXPANSION					
101543	1804 S RIDGE RD..6-307-B	KYLE M HANSON	\$50.00	\$3,000.00	Variance Request (s)
[35-*** - Driveway Expansion] Driveway expansion					
101544	1011 SHEA AV..18-66	TREY J & JESSICA L PINGEL	\$50.00	\$1,000.00	Closed
[35-*** - Driveway Expansion] Driveway Expansion					
101549	332 QUINTON ST..21-1462	JULIA & GREGORY A GEISER	\$50.00	\$4,500.00	Pending
[35-*** - Driveway Expansion] Replace Driveway					
101576	970 ELMORE ST..5-1285	JESSICA L BURFIEND	\$50.00	\$13,000.00	Pending
[35-*** - Driveway Expansion] Concrete driveway					
101592	1709 ESTATES CT..6-1546	TIMOTHY G & KELLY S ECKERS	\$50.00	\$2,500.00	Pending
[35-*** - Driveway Expansion] Replace in kind, no ROW work.					
101688	1748-1750 EDISON ST..21-1344-13	MOBETA LLC	\$50.00	\$2,000.00	Pending
[35-*** - Driveway Expansion] driveway addition and curbcut					
101793	2475 ROBINSON AV..21-3240	DOUGLAS M & JULEE L DAVIS	\$50.00	\$12,000.00	Pending
[35-*** - Driveway Expansion] Replace like in kind 2 landing porches 1 step 7" rise					
101824	1205 13th AV..1-713	JUSTIN T REIMER	\$50.00	\$3,000.00	Pending
[35-*** - Driveway Expansion] REPLACE DRIVEWAY ADD PATIO					

101827	509 BLUEBIRD LN..6-1798 [35-*** - Driveway Expansion] see notes	CHRISTOPHER D & MELODY L KAWA	\$100.00	\$7,000.00	Closed
101831	2471 ROBINSON AV..21-3241 [35-*** - Driveway Expansion] REPLACE DRIVEWAY	KENNETH J & FRANCINE A ROVINSKI	\$50.00	\$5,900.00	Pending
101837	1360 ST. CLAIR ST..14-52 [35-*** - Driveway Expansion] replace drive in same place.	TIMOTHY J & CHRISTINE M NEWTON	\$50.00	\$10,000.00	Pending
101843	2659 INDIAN HILL DR..6H-2330 [35-*** - Driveway Expansion]	ERIC A RENIER	\$50.00	\$7,500.00	Pending
101896	3265 DREAMER LN..21-7780 [35-*** - Driveway Expansion]	STEPHEN C & CHERYL L POELLOT	\$50.00	\$5,400.00	Pending
101913	1171 9th ST..1-414 [35-*** - Driveway Expansion] Sidewalk replacement	KEVIN W WASKOWIAK	\$50.00	\$2,200.00	Pending
101370	1205 GRANT ST..3-1014-D [36-*** - Fence] 6' PRIVACY FENCE	BROCK EKLUND	\$50.00	\$1,400.00	Pending
101460	2746 HILLSBOROUGH CT..21-4936 [36-*** - Fence] 6' Privacy Fence	CAROL & RANDY J OLSON	\$50.00	\$3,650.00	Pending
101517	1017 N BUCHANAN ST..18-1015-13 [36-*** - Fence] Back yard Fence	MYDIEK WENTLAND	\$50.00	\$3,000.00	Pending
101521	1199 SHAWANO AV..3-1022 [36-*** - Fence] FENCE	TROY M BARRETT	\$50.00	\$300.00	Pending
101523	904 N PLATTEN ST..18-1284 [36-*** - Fence] 5' wood fence	LAURA JEAN & ANTHONY SCHROEDER	\$50.00	\$2,000.00	Pending
101524	1210 S NORWOOD AV..1-557 [36-*** - Fence] 6' WOOD FENCE	ANDREA E SANDOVAL	\$50.00	\$3,000.00	Pending
101526	404 LAVERNE DR..21-3686 [36-*** - Fence] 6' WOOD FENCE	BRIAN C DITZMAN	\$50.00	\$4,500.00	Pending
101529	1304 N PLATTEN ST..18-695 [36-*** - Fence] 6' WOOD ALONG SIDES AND REAR	GLENN E & FERN F TARKOWSKI	\$50.00	\$2,000.00	Pending
101530	3119 EAGLE TERR..6H-2645 [36-*** - Fence] 6' around side and rear.	SHARI N JACKSON	\$50.00	\$9,400.00	Pending
101531	3242 WINDLAND DR..21-7429 [36-*** - Fence] 4' CHAINLINK IN REAR	JEFFREY J HOFFMANN	\$50.00	\$1,500.00	Closed
101540	1262 STUART ST..14-1309 [36-*** - Fence] FENCE	JOSHUA L SANDERS	\$50.00	\$2,024.00	Pending
101560	1019 REDWOOD DR..1-1860 [36-*** - Fence] 4' CHAINLINK ALONG SIDE	RAYMOND J KING	\$50.00	\$1,700.00	Closed
101566	315 S QUINCY ST..14-488	JUNHONG PACE	\$50.00	\$3,500.00	Pending

[36-*** - Fence] 6' HIGH WHITE VINYL FENCE 150'

101567	2621 GREENBRIER RD..21-7099	JARED J HOHOL	\$50.00	\$3,400.00	Pending
[36-*** - Fence] shadow box fence 6' high					
101575	878 FRANKLIN ST..18-112	ROBERT F CASTELLION	\$50.00	\$150.00	Pending
[36-*** - Fence] Fence around Yard					
101579	1120 STATE ST..1-798	MARC SOBOTTA	\$70.00	\$11,101.00	Pending
[36-*** - Fence] NEW FENCE					
101599	721 MITCHELL ST..6-389	COLIN J ABENDROTH	\$50.00	\$700.00	Closed
[36-*** - Fence] 6 ft Privacy Fence					
101600	2584 GOOD SHEPHERD LN..6H-3744	LORI A KARL	\$50.00	\$13,420.00	Pending
[36-*** - Fence] Fence					
101601	218 CLEVELAND ST..3-1169-1	ZACHARY S OLEJNICZAK	\$50.00	\$12,084.00	Pending
[36-*** - Fence] Rear Yard Fence					
101625	413-415 14th AV..3-766	ROBERT W RANK	\$50.00	\$4,000.00	Closed
[36-*** - Fence] 6' DOGEARED PINE ALONG SIDE AND REAR					
101626	3485 GLEN ABBY DR..22-1773	BRAD D & EMILIE M DAY	\$50.00	\$3,000.00	Pending
[36-*** - Fence] FENCE AROUND POOL					
101631	905 COLONIAL AV..2-1339	LANTZ & EMILY LUEDTKE	\$50.00	\$1,500.00	Closed
[36-*** - Fence] Rear yard fence					
101638	805 MEACHAM ST..2-1277	KARIANNE HALVORSON	\$50.00	\$7,943.00	Pending
[36-*** - Fence] Fence rear yard					
101639	3038 EMMALANE DR..21-8117	KATIE & AARON C WEINSCHENK	\$50.00	\$5,339.32	Pending
[36-*** - Fence] 4' Chain link fence.					
101646	713 LARK ST..18-1347	MARY E & JAMES L ELBE	\$50.00	\$4,500.00	Pending
[36-*** - Fence] 6' CEDAR FENCE					
101662	512 VROMAN ST..5-254	MCKENZIE L CHERNEY	\$50.00	\$636.18	Closed
[36-*** - Fence] 4 FT TALL CHAIN LINK FENCE					
101663	1661-1663 ELKAY LN..23-329-1	JAMB INVESTMENTS LLC	\$50.00	\$3,740.00	Pending
[36-*** - Fence] 6'privacy fence					
101683	1080 THORNDAL ST..1-2649	DAVID A & MARY JO HERRMANN	\$50.00	\$5,860.00	Pending
[36-*** - Fence] 6' fence on sides and rear					
101684	2791 S LE CAPITAINE CIR..21-4426	BRAD & MICHELLE GAUGER	\$50.00	\$3,500.00	Pending
[36-*** - Fence] 4 ' tall Chain Link Back Yard and 2 gates					
101723	1373 ROCKDALE ST..6-852	SHAYNA & MURPHY HORACEK	\$50.00	\$3,200.00	Pending
[36-*** - Fence] 6' in rear /sides					
101724	905 LINCOLN ST..18-130	ADAM & ANDREA CALAWAY	\$50.00	\$4,000.00	Pending
[36-*** - Fence] Rear and side - 6' wood fence					

101741	625 CROOKS ST..14-418-A [36-*** - Fence] 4' chainlink	MARIO G AGUAYO	\$50.00	\$2,775.00	Pending
101760	1009 S ROOSEVELT ST..17-280 [36-*** - Fence] 6' HIGH FENCE IN PARTS OF THE BACK YARD	MULLER JOHN M REVOCABLE TRUST	\$50.00	\$1,000.00	Pending
101764	1745 CHICAGO CT..21-1293-4 [36-*** - Fence] 6' HIGH FENCE IN BACK YARD	MAKSIM V & ALINA V REDKO	\$50.00	\$3,000.00	Pending
101766	1902 JUNIPER DR..21-3220 [36-*** - Fence] 6' HIGH VINYL FENCE	JUAN DOMINGUEZ	\$50.00	\$9,000.00	Pending
101767	890 HUBBARD ST..5-552 [36-*** - Fence] 6' HIGH VINYL FENCE	MARIA WOJCIK JACQUES	\$50.00	\$8,000.00	Pending
101779	3420 WIGGINS WAY..22-1734-15 [36-*** - Fence] 70' OF VINYL 6' HIGH FENCE	EMILY & ALEX CHOSA	\$50.00	\$2,740.00	Pending
101787	1277 W MASON ST..2-56 [36-*** - Fence] New Fence with partial screening	GREENBACK TOWERS LLC	\$70.00	\$7,180.00	Pending
101805	1128 N MILITARY AV..6-2783 [36-*** - Fence] NEW FENCING	KUSTOMS WOOD N STEEL LLC	\$70.00	\$5,000.00	Pending
101811	721 COLUMBIA AV..18-1377 [36-*** - Fence] 6' CHAINLINK	JUNE DUDLEY	\$50.00	\$6,010.00	Pending
101823	2215 IMPERIAL LN..21-3379-1 [36-*** - Fence] 6' TALL CHAIN LINK FENCE	& MY JK WELLS ENTERPRISE LLC	\$70.00	\$5,000.00	Pending
101852	947 REDLEY CT..1-1296-A [36-*** - Fence] FENCE	RANDALL E MALLERY	\$50.00	\$1,600.00	Pending
101855	1739 MAIN ST..21-1293-2 [36-*** - Fence] PRIVACY FENCE	TAQUERIA MALDONADO'S MAIN STREET LLC	\$70.00	\$25,000.00	Pending
101861	1640 CROOKS ST..21-1443-13 [36-*** - Fence] NEW FENCE	GUSTAVO & MARIA LOPEZ GARCIA	\$50.00	\$1,800.00	Pending
101882	2167 9th ST..6H-1567 [36-*** - Fence] 123' of 6' privacy fence	HURRISH RENTALS LLC	\$50.00	\$2,500.00	Pending
100311	219 N WASHINGTON ST..12-17 [37-329 - Signs] Potential New Sign	RACHEL A & RONALD L SMITS	\$93.58	\$3,700.00	Pending
101091	520 N BROADWAY , Unit: SUIITE 200..5-1757 [37-329 - Signs] Proposed Projecting Sign	DDL HOLDINGS LLC	\$82.01	\$2,275.00	Pending
101232	1304 S HURON RD..21-182-2 [37-329 - Signs] New Monument Sign	MICHAEL MACKEY	\$158.38	\$12,350.00	Pending
101400	1549 6th ST..6-484 [37-329 - Signs] New Primary Wall Sign	JAMES P MCNALLY	\$181.20	\$12,900.00	Pending
101413	2822 MT. MARY CIR..21-275-16	MJM GREEN BAY LLC	\$87.20	\$500.00	Pending

[37-329 - Signs] Proposed Monument Sign

101422	408 S MILITARY AV..6-1771	DENIS J & TONI M TOONEN	\$94.00	\$4,452.00	Pending
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[37-329 - Signs] New Wall Sign

101642	520 N BROADWAY, SUITE 310 ..5-1757	DDL HOLDINGS LLC	\$82.40	\$1,000.00	Pending
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[37-329 - Signs] Projecting Sign over ROW-N Broadway

101691	829 S ONEIDA ST..2-1081	TIMOTHY J ROXANNE MARIE HEGEMAN, ETAL	\$30.00	\$2,000.00	Closed
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[41-*** - Storm Sewers] TAP LAT OF EST SUMP PUMP LINE TO INSTALL CATCH BASIN IN REAR LOT

101834	2525 WANDERING SPRINGS CT..23-300	JONATHAN P SYLVESTER	\$30.00	\$1,200.00	Pending
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[41-*** - Storm Sewers] INSTALL STORM SEWER

101860	1250 ELIZA ST..17-271	SHARON M & WAYNE M JIROVETZ	\$530.00	\$900.00	Closed
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[42-*** - Mini Sewers] NEW MINI STORM SEWER

101881	2460 UNIVERSITY AV..21-1254-3	UNIVERSITY AVENUE CENTER LLC	\$100.00	\$1,000.00	Pending
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[43-*** - Lawn Sprinklers] UNDERGROUND IRRIGATION SYSTEM

101891	216 N BEDFORD RD..21-8363	GUSTAVO A & CLAUDIA E BADINO	\$100.00	\$4,000.00	Closed
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[43-*** - Lawn Sprinklers] SPRINKLER - TURF WATERING SYSTEM

101892	3636 CHURCH RD..22-2026	CONNIE M & GREGORY R URBAN	\$100.00	\$4,000.00	Closed
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[43-*** - Lawn Sprinklers] UNDERGROUND SPRINKLER SYSTEM

101660	1217 WIRTZ AV..1-72	SUSAN E ROWELL	\$30.00	\$800.00	Pending
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[44-*** - Water heaters/Appliances] WATER HEATER

101869	1838 E MASON ST..21-1352-1	EAST MASON LLC	\$140.00	\$2,500.00	Pending
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[44-*** - Water heaters/Appliances] TWO (2) ATMOSPHERIC HEATERS

101788	827 S QUINCY ST..16-153	JANEMARIE MCNALLY	\$50.00	\$3,000.00	Pending
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[45-*** - Electrical Temporary Services] INSTALLING TEMP ELEC POLE DUE TO FIRE AND NEED TO POWER MITIGATION

101491	327 S WEBSTER AV..14-902	EBINAL RENTALS LLC	\$50.00	\$5,000.00	Closed
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[46-*** - Electrical Service Change] SERVICE UPGRADE

101548	1433 ELIZA ST..17-719	TERESA A & ROBERT M VOELTZ	\$50.00	\$2,450.00	Closed
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[46-*** - Electrical Service Change] ELECTRICAL SERVICE UPGRADE

101614	1141 DOTY ST..14-944	RICHARD F & CHERYL A SCHLACHTER	\$50.00	\$1,000.00	Pending
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[46-*** - Electrical Service Change] UPGRADE ELECTRICAL SERVICE FROM 100 AM TO 200 AMP

101621	1497 9th ST..6-208	JUBERT RICHARD J SURVIVORS TRUST	\$50.00	\$1,500.00	Pending
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[46-*** - Electrical Service Change] MOVE SERVICE OUTSIDE OF GARAGE

101647	1334 11th AV..1-1573	JULIE A VANOSS	\$50.00	\$1,000.00	Closed
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[46-*** - Electrical Service Change] SERVICE CHANGE

101650	2008 OAKDALE AV..21-1888	DENNIS L & MARGARET I DINY	\$50.00	\$1,000.00	Closed
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[46-*** - Electrical Service Change] UPGRADE ELECTRICAL SERVICE FROM 60 AMP TO 100 AMP

101666	2546 LAREDO LN..6H-2036	ONEIDA NATION	\$50.00	\$1,585.00	Closed
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[46-*** - Electrical Service Change] REPLACE 100 AMP PANEL

101700	511 JAMES ST..5-99	SARAH A & HEATHER J PYATSKOWIT	\$50.00	\$1,500.00	Closed
[46-*** - Electrical Service Change] REMOVE TWO METERS FROM BASEMENT AND INSTALL ONE METER OUTSIDE. REMOVE TWO MAIN FUSE PANELS IN BASEMENT AND SERVICE PANEL.					
101701	1102 CASS ST..14-1147	TERRIE A WIEGAND	\$50.00	\$2,500.00	Pending
[46-*** - Electrical Service Change] REMOVE TWO METERS AND INSTALL ONE METER. REMOVE SERVICE PANELS IN BASEMENT AND INSTALL ONE NEW MAIN BREAKER. REMOVE KNOB AND TUBE WIRING IN BASEMENT.					
101712	126 BERGER ST..21-2562	AARON J KELLY, ETAL	\$50.00	\$2,825.00	Pending
[46-*** - Electrical Service Change] SERVICE UPGRADE IN THE GARAGE AND 30A TESLA OUTLET IN THE GARAGE.					
101715	410 CARRIE LN..6-2616	CHRISTOPHER P & MARGARET LAWS	\$50.00	\$500.00	Pending
[46-*** - Electrical Service Change] REPLACE MAIN BREAKER IN UPPER UNIT PANEL					
101773	1263 RIDGEDALE CT..1-2016	CHRISTOPHER J LYON	\$50.00	\$1,800.00	Pending
[46-*** - Electrical Service Change] SERVICE UPGRADE					
101774	1116 S ONEIDA ST..1-1949	RANDEE J MATTBY	\$50.00	\$1,500.00	Pending
[46-*** - Electrical Service Change] SERVICE UPGRADE					
101790	1021-1023 CHRISTIANA ST..3-292	RAYMOND B DUMAS	\$50.00	\$1,600.00	Pending
[46-*** - Electrical Service Change] 200AMP SERVICE UPGRADE					
101814	312 LAU ST..21-2353	GREGORY T MARBES	\$50.00	\$2,495.00	Pending
[46-*** - Electrical Service Change] UPGRADE ELECTRICAL SERVICE					
101816	314 BONNIE CT..3-1260	FRANKLIN N & TIFFANY PARKER	\$50.00	\$1,849.00	Pending
[46-*** - Electrical Service Change] ELECTRICAL SERVICE CHANGE					
101821	934 LIBERTY ST..1-1362-B	CAROL G NELSEN	\$50.00	\$1,300.00	Pending
[46-*** - Electrical Service Change] INSTALL NEW 100 AMP ELECTRICAL PANEL					
101844	504 BLUEBIRD LN..6-1784	MICHAEL J & SUSAN J OLOUGHLIN	\$50.00	\$1,600.00	Pending
[46-*** - Electrical Service Change] REPLACE 100 AMP MAIN BREAKER PANEL WITH SAME					
101856	904 ROYAL BLVD..18-1248	REBECCA M & AARON R BENZINGER	\$50.00	\$3,200.00	Pending
[46-*** - Electrical Service Change] SERVICE UPGRADE AND OUTBUILDING COPPER CONDUCTORS					
99938	1646 WESTFIELD AV..6-1250	JEFFREY J & SARAH M STONE	\$50.00	\$500.00	Closed
[47-*** - Electrical Service Repair] FIX OVERHEAD SERVICE					
101596	1417 PORLIER ST..17-750	MARIA DE JESUS & JAVIER VELAZQUEZ	\$50.00	\$1,000.00	Pending
[47-*** - Electrical Service Repair] EMERGENCY REPLACEMENT OF MAIN BREAKER IN PANEL					
101605	2560 PECAN ST..21-5237	JILL M VANDEHEY	\$50.00	\$500.00	Closed
[47-*** - Electrical Service Repair] MAIN BREAKER REPAIR					
101607	333 BELLEVUE ST..8-395	NICHOLAS M & MEGAN C KAUFAMANN	\$50.00	\$500.00	Closed

[47-*** - Electrical Service Repair] UTILITY POLE REPAIR DUE TO CAR ACCIDENT

101609	1160 CHERRY ST..14-174	DENNIS J & GERTRUDE F DOLAN REVOCABLE LIVING TRUST	\$50.00	\$500.00	Pending
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[47-*** - Electrical Service Repair] REPAIR TREE DAMAGED PERISCOPE

101617	712 S MONROE AV..15-158	MICHAEL R PALUBICKI	\$50.00	\$980.00	Closed
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[47-*** - Electrical Service Repair] REPAIR DAMAGED SERVICE

101632	1820 AUGUST ST..21-1355-15	AI YU ZHENG	\$50.00	\$780.00	Closed
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[47-*** - Electrical Service Repair] REPLACE MAIN BREAKER IN METER PACK OUTSIDE APT 2 AND REPLACE BREAKER PANEL IN APT 2

101656	2920 PARKWOOD DR..6H-1211-3	HERBER TRUST OF 1991	\$50.00	\$1,500.00	Closed
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[47-*** - Electrical Service Repair] REPLACE DAMAGED METER PEDESTAL AND MAIN BREAKER PANEL DUE TO WATER RUNNING INTO EACH

101730	PORLIER ST..17-958	GREEN BAY CITY OF	\$0.00	\$1.00	Closed
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[47-*** - Electrical Service Repair] NEW PUMP STATION SERVICE FOR CITY OF GREEN BAY.

101763	622 N LOCUST ST..6-66-A-4	ALAN J SALAMONSKI	\$50.00	\$200.00	Closed
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[47-*** - Electrical Service Repair] REPAIRED DAMAGED PERISCOPE

101812	2119 N QUINCY ST..20-687-1	GREEN BAY METROPOLITAN SEWERAGE DISTRICT	\$70.00	\$750.00	Pending
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[47-*** - Electrical Service Repair] REPAIR ELECTRICAL CONNECTION IN MAIN SERVICE FROM LIGHTNING DAMAGE

101578	400 N MONROE AV..11-55	RICOS PARKING LOT LLC	\$70.00	\$500.00	Closed
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] SMALL KITCHEN FIRE - NEW ROMEX WAS NEEDED IN THE AREA.

101603	1178 EMILIE ST..17-163	JAMES R MCGRATH	\$50.00	\$2,000.00	Closed
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] RELOCATING METER FROM INSIDE TO OUTSIDE

101606	339 BELLEVUE ST..21-1528	ARTHUR E HANSON, ETAL	\$50.00	\$500.00	Closed
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] UTILITY POLE REPAIR DUE TO CAR ACCIDENT

101613	815 CHICAGO ST..14-639		\$70.00	\$4,000.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALL BACK-UP GENERATOR

101644	949 TONY CANADEO RUN..1-1841-J	MCR GREEN BAY LLC	\$70.00	\$2,000.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALLING UNDERGROUND POWER SUPPLY / SERVICE30 AMP 120/240V SINGLE PHASE THREE WIRE

101648	1718 ACORN WAY..6H-2113	PATTI M NELSON	\$50.00	\$500.00	Closed
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPAIR METER CONDUIT

101649	1270 UNIVERSITY AV..8-227	MIRHASHEMI INC	\$70.00	\$2,100.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] LIGHT WIRING AND CODE VIOLATION CORRECTIONS

101692	301-303 S QUINCY ST..14-491	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	\$50.00	\$4,000.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] Electrical repair from fire

101713	2001 BASTEN ST..21-2678-M-15	ROBERT GILBERT	\$50.00	\$500.00	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] RPAIR ELECTRICAL FEED FROM METER TO PANEL

101718	2421 MANITOWOC RD..21-3073	PATRICK J WITSCHER, ETAL	\$50.00	\$8,084.97	Pending
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[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALL GENERAC GENERATOR 16 KW, 100 AMP TS

101729	2880 ANTLER TR..6H-3867	ONEIDA NATION	\$50.00	\$550.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ADDING LIGHTS AND OUTLETS TO SHED					
101758	1420 SHAWANO AV..6-243	SEVENTH DAY ADVENTIST WISCONSIN CONFERENCE ASSN	\$50.00	\$250.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] WIRING IN A SPLIT UNIT AC					
101780	1614 SHAWANO AV..6-235-A-1	DS2-M6 REAL ESTATE HOLDINGS LLC	\$70.00	\$11,635.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACE EXISTING FIXTURES WITH NEW LED FIXTURES					
101815	2480 HE-NIS-RA LN..6H-1879-1	TADD ANDERSON	\$50.00	\$1,500.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELECTRICAL PANEL REPLACEMENT					
101820	3131 W OTTERTAIL CT..21-5408	JOSHUA D & STEPHANIE M CARLSON	\$50.00	\$1,400.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELECTRICAL FOR BASEMENT REMODEL, FAMILY ROOM, OFFICE AND BATH					
101830	1344 THRUSH ST..18-1470	GREEN BAY CITY OF	\$0.00	\$4,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALL NEW METER & PANEL IN LIFT STATION TO ELIMINATE HIGH LEG POWER. UPGRADE EXISTING MOTOR EQUIPMENT					
101877	362 MOON VALLEY DR..21-5017	STEVEN J & RUTH A DAAVETTILA	\$50.00	\$7,541.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALLING WHOLE HOUSE 16K GENERATOR WITH 200A SERVICE RATED TRANSFER SWITCH					
101489	2560 MARY JO DR..21-3983	AMY & CRAIG DORNER	\$50.00	\$7,300.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101550	1995 MAIN ST..21-1328-1	GRANITE PEAK PROPERTY INVESTMENTS LP ETAL	\$420.00	\$18,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] INSTALL 6 AIR CONDITIONER UNITS					
101551	118 S WASHINGTON ST..12-341	MICHAEL P & KATHRYN L TUBBS	\$140.00	\$9,283.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER UNIT 313B					
101552	3370 NAUTICAL AV..22-1479	ANDREW J M LOCKE	\$50.00	\$6,991.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101553	2129 MARYLAND AV..21-2678-T-45	MARGARET L WINN	\$50.00	\$2,650.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101554	322 DAVID DR..6-1621	JOSHUA J SETINA, ETAL	\$50.00	\$5,650.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101555	1697 WESTFIELD AV..6-2337	EFREN AYON	\$50.00	\$3,200.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITONER					
101556	1017 NEVILLE AV..18-272	PATRICIA A & MARVIN M MOLDENHAUER	\$50.00	\$4,600.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101557	1480 GRIGNON ST..17-1039	DIANA GONZALEZ MERCADO	\$50.00	\$3,400.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101569	2124 FARLIN AV..21-2205-9	MARIA A PATINO DE PATINO	\$50.00	\$6,800.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER					
101570	141 HUDSON ST..3-1011	ROXANNE M ROUSSEAU	\$50.00	\$4,500.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

101571	1212 MARQUETTE AV..1-1544	KATHLEEN A & RUSSELL A BROWN	\$50.00	\$6,200.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER					
101572	1122 KLAUS ST..20-173	SCOTT G & LINDA A KRASZEWSKI	\$50.00	\$7,600.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER					
101582	2618 WEST POINT RD..6H-1125-3	STEINGRABER JOINT REVOCABLE TRUST	\$50.00	\$3,775.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101584	1178 CHICAGO ST..14-1065	AMANDA R HUMBERT	\$50.00	\$3,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101585	1270 7th ST..1-1724	PATRICIA S OLSEN	\$50.00	\$5,000.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITOINER					
101586	2895 EAST SHORE DR..21-270-5	KATIE M GILMOUR	\$50.00	\$3,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER - DUCTLESS					
101587	1361 BIEMERET ST..6-912	BROOKER EILEEN TRUST	\$50.00	\$3,875.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101588	2084 MEADOWSWEET DR..6H-4116	KEVIN T PHILLIPS	\$50.00	\$4,876.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101589	2222 BIRCH LN..21-1141	KORE & SHERI-ANN WILLIAMS	\$50.00	\$7,300.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101591	2410 SYCAMORE DR..21-4012	KOS HATCHERIES LLP	\$50.00	\$2,620.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITOINER					
101597	1241 LANGLADE AV..1-1961	DANE M HOLL	\$50.00	\$6,765.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101598	1016 SHEA AV..18-80	JESSE L JEANQUART	\$50.00	\$2,500.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101616	216 HAZEL ST..3-470	LANA M & ANTHONY L HOLZENDORF	\$50.00	\$6,085.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITOINER					
101620	2404 DECKNER AV..21-1125	BERNARD J CISLER	\$50.00	\$3,027.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101630	2243 PREBLE AV..21-2756	JOSE C RAMIREZ LOZANO, ETAL	\$50.00	\$3,782.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101640	531 S GRANDVIEW RD..21-21	RICHARD R & CAROL J NACHTWEY	\$50.00	\$3,100.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101651	1110 CRAWFORD ST..6-2591	WILLIAM J & ELIZABETH S BOMBER	\$50.00	\$5,960.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITOINER

101652	1429 OAK RIDGE DR..6-991	BERGESON FAMILY TRUST	\$50.00	\$4,270.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
101653	1379 9th ST..6-204-1	DAWN TIMMERS	\$50.00	\$2,500.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
101657	2742-2744 VAN BEEK RD..21-156-7	RYAN SCHNESE	\$50.00	\$6,555.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER FOR 2744 SIDE					
101658	1903 LAKESIDE PL..21-966	NULL GILBERT T TRUST AGREEMENT	\$50.00	\$4,400.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
101659	1212 MARINE ST..16-85	ACD ENTERPRISES LLC	\$70.00	\$5,025.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101661	2339 MANITOWOC RD..21-130-3	SENG LEE	\$50.00	\$4,645.50	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101667	1145 11th AV..1-222	MICHAEL D & BRIDGET A HANSEN	\$50.00	\$4,700.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101668	3066 CRUSADE LN..6H-3465	ELLIOTT TRUST OF 1996	\$50.00	\$10,700.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101669	1210 PARK ST..18-1071	JAMES R & SHARON L MONFILS	\$50.00	\$9,900.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101670	826 S QUINCY ST..16-132	HOGAN REVOCABLE TRUST	\$50.00	\$12,548.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101671	621 S JACKSON ST..14-610	BRITTANY & ANDREW DEPIETROPAOLO	\$50.00	\$6,140.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101672	1985 STRAWBERRY LN..6H-1508-M-12	DEBRA N & KEVIN R CRACK	\$50.00	\$3,315.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101673	1104 N LOCUST ST..6-1097	PETER J MORRIS	\$50.00	\$2,900.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101674	611 ROBERT LN..21-3396	UMAR & FATIMA MIAN	\$50.00	\$8,100.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101675	2591 PARKWOOD DR..6H-3419	JANICE C & DAVID W FITZPATRICK	\$50.00	\$2,750.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101676	436 ECHO HILL DR..21-1111-S-7	JOHNSON ROY D & EMERINE L REVOCABLE TRUST	\$50.00	\$2,850.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101677	1409 DOUSMAN ST..6-106-D	DAWN M TRUCKEY	\$50.00	\$5,850.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101678	119 S CLAY ST..14-285	PAUL M KRUSE	\$50.00	\$5,500.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

101679	831 MARVIN LN..21-1111-D-245	JOSEPH J & THERESA L STAHL	\$50.00	\$3,550.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

101680	1642 HAROLD ST..19-464	LORRAINE VANDENBUSCH	\$50.00	\$6,800.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

101682	955 SCHOOL PL..3-851	MALTEESE MANORS LLC	\$50.00	\$10,380.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

101686	1930 EVERBREEZE RD..6H-1985	LUKE & ELIZABETH SCHNEIDERWENT	\$50.00	\$2,450.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

101687	815 LAWE ST..14-587	SANDRA J & JEFFREY L KENNEDY	\$50.00	\$2,750.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

101702	3493 NICOLET DR..22-47	KEITH E & ANDREA L BOUCHER REVOCABLE TRUST OF 2019	\$50.00	\$9,282.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

101703	1797 ST. AGNES DR..6-2759	EMILY A & VANESSA R MCCARTHY	\$50.00	\$3,087.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

101704	1241 MARIAN LN..1-2087	ALICE XIONG	\$50.00	\$8,741.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

101705	2620 HILLSIDE LN..21-4099	DUANE K & GRETCHEN L BERGER	\$50.00	\$7,669.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

101706	1128 COLONIAL AV..1-1801	BEVERLY A GOODREAU	\$50.00	\$3,782.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

101707	118 S WASHINGTON ST..12-341	MICHAEL P & KATHRYN L TUBBS	\$140.00	\$9,635.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER - UNIT 420B

101716	816 GRAY ST..18-1425	ILENE M ROHR	\$50.00	\$4,556.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

101717	2446 HAMPTON AV..21-3511	FRANK C PLEUSS	\$50.00	\$2,984.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

101719	1027 S BAIRD ST..17-698-A	MOENS APARTMENTS LLC	\$50.00	\$11,400.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER INSTALLED 8/24/20
INSTALLING AC UNITS FOR 2 DIFFERENT FLOORS AT RESIDENCE ON 2 DIFFERENT DAYS, SUBMITTED SEPARATE PERMITS FOR EACH.

101720	1027 S BAIRD ST..17-698-A	MOENS APARTMENTS LLC	\$50.00	\$5,500.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER
INSTALLING AC UNITS FOR 2 DIFFERENT FLOORS AT RESIDENCE ON 2 DIFFERENT DAYS, SUBMITTED SEPARATE PERMITS FOR EACH.

101721	3350 PEBBLE BEACH CT..22-1675	RICHARD H & MARY F STADELMAN	\$50.00	\$10,900.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

101722	838 9th ST..1-564	MARLEEN J & JOSEPH L CASE	\$50.00	\$4,772.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

101732	118 S WASHINGTON ST..12-341	MICHAEL P & KATHRYN L TUBBS	\$70.00	\$10,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER - UNIT #101B					
101735	2780 QUEEN ANN CT..6H-3353	ANGELA J & AUGUSTIN R LANDT	\$50.00	\$8,000.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101736	501 KELLY JO DR..6-2876	JAMES A & MARYANNE BORSETH	\$50.00	\$2,900.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101737	603 GRAY ST..5-818	KRISTAL TYCZKOWSKI	\$50.00	\$3,150.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101739	606 WINGATE ST..21-7058	GUILARMO & SILVIA E SALDANA	\$50.00	\$8,800.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER					
101740	1415 SCHOLAR DR..21-7279	ANTHONY A PRUST	\$50.00	\$2,815.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101769	118 S WASHINGTON ST..12-341	MICHAEL P & KATHRYN L TUBBS	\$140.00	\$10,666.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101770	118 S WASHINGTON ST..12-341	MICHAEL P & KATHRYN L TUBBS	\$140.00	\$10,666.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101772	118 S WASHINGTON ST..12-341	MICHAEL P & KATHRYN L TUBBS	\$140.00	\$10,296.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101775	310 PINE ST..12-147	A & E INVESTMENT CORP	\$70.00	\$9,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] SPACE HEATER - HOT WATER - FIN TUBE					
101791	911 LAVERNE DR..21-1111-D-143	LINDSAY JO & ADAM J VANDEVEN	\$50.00	\$19,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101792	1615 SPENCE ST..1-2620	LYNDA M NOEL	\$50.00	\$5,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101794	1674 FIESTA LN..21-1111-P-15	DAVID H & JUDITH A LOUIS	\$50.00	\$10,900.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER					
101795	300 SUMAC DR..6H-2575	JEREMY A & CAROLYN J ANDERSON	\$50.00	\$7,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101796	157 REIMER AV..21-2290	KRISTINE I HANSEN REVOCABLE TRUST	\$50.00	\$10,100.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101797	118 S WASHINGTON ST..12-341	MICHAEL P & KATHRYN L TUBBS	\$140.00	\$18,869.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101798	1984 MARYBELL LN..6H-2438	CARRIE A & SEAN P JABLONOWSKI	\$50.00	\$4,518.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITONER					
101801	3109 EAST BREEZE LN..21-7147	BRUCE D TLACHAC	\$50.00	\$5,780.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER					

101802	1327 EMILIE ST..17-565	JAMES W HANSEN, ETAL	\$50.00	\$3,210.00	Closed
	[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER				
101803	1825 SHAWANO AV..6-258-A-5	APRIL N & AHARON L GOODLETSON	\$50.00	\$3,200.00	Pending
	[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER				
101813	1457 CROOKS ST..17-885	CURTIS R MORISSETTE	\$50.00	\$4,029.00	Closed
	[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER				
101818	2405 BASTEN ST..21-2475-F-43	KATHLEEN & EDWARD M ARNTZ	\$50.00	\$12,866.00	Pending
	[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER				
101819	331 12th AV..3-748	WILLIAM MICHAEL OSHEA	\$50.00	\$3,250.00	Pending
	[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER				
101842	1022 ETHEL AV..18-966	COLLEEN M PASTERSKI	\$50.00	\$11,500.00	Pending
	[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER				
101850	2433 SYCAMORE DR..21-3992	KOS HATCHERIES LLP	\$70.00	\$2,945.00	Pending
	[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER - UNIT #4				
101862	3350 DAVIES AV..22-1645	GERALD A & LAURIE L THYES	\$50.00	\$8,230.00	Pending
	[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER				
101863	2662 E GLACIER DR..21-3336	TERRENCE N & KATHLEEN A TIMMERMAN	\$50.00	\$15,464.00	Pending
	[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER AND AIR CONDITIONER				
101864	2405 HAMPTON AV..21-3277	CATHERINE M LANDRY	\$50.00	\$9,872.40	Pending
	[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER				
101865	1846 NEAL CT..21-2868	MARGARET F GUZEK	\$50.00	\$3,241.00	Pending
	[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER				
101866	2545-2547 TROJAN DR..6H-2072	JENNIFER A SCHULTZ	\$50.00	\$3,232.00	Pending
	[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER				
101867	1571 CHARLES ST..8-406	LORI MCELDRONE	\$50.00	\$3,127.00	Pending
	[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER				
101870	2416 BROWNING RD..21-4041	ZENON PEREZROSALES	\$50.00	\$3,950.00	Closed
	[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITOINER				
101871	918 WIRTZ AV..2-754-1	BARBARA J ENGLER	\$50.00	\$2,850.00	Pending
	[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITOINER				
101872	1632 BOLAND RD..6-1376	MICHELLE & PATRICK PETERSON	\$50.00	\$3,800.00	Closed
	[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER				
101873	817 HARRISON ST..18-649	DOROTHY J & JOHN L PLOG	\$50.00	\$3,000.00	Closed
	[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER				
101874	1154 LAWE ST..17-95	ALICIA A & ROBERT J LOEHLEIN	\$50.00	\$9,250.00	Pending
	[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER				

101875	519 S BAIRD ST..17-833	MATT C SIEGLER	\$50.00	\$2,700.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101876	1721 BEECH TREE DR..6H-2083	ASARET PROPERTIES LLC	\$50.00	\$3,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
101878	1133 THORNDALE ST..1-2287	JANE H & JAMES R WOOSENCRAFT	\$50.00	\$5,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101879	1405 DANCING DUNES DR..6H-2874	ONEIDA TRIBE OF INDIANS OF WISCONSIN	\$50.00	\$10,550.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101897	615 ST. GEORGE ST..7-713	LEAH L & ZACHARY T SEIBEL	\$50.00	\$4,231.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101898	1040 WINFORD AV..18-1006	NANCY L BASTEN	\$50.00	\$3,440.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101901	816 IRVINGTON ST..6-411	ANTHONY D HUENS	\$50.00	\$7,034.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101903	960 BOND ST..5-1280	CARYN E FRAZIER	\$50.00	\$4,290.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
101904	1846 FARLIN AV..21-1363	RYAN B NELSON	\$50.00	\$7,466.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101909	1655 CYPRESS LN..21-2116-M-23	REINCE ROBERT A & MARY A TRUST	\$50.00	\$3,250.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101910	1597 FOREST GLEN DR..6-1027-12	CORY GROSHEK	\$50.00	\$3,920.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101911	2443 CREST LN..21-3750	STRAUDER GOFF & ANN MARIE NELSON	\$50.00	\$7,200.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
101536	1032 BAY BEACH RD..20-694	MCDONALD LUMBER CO	\$250.00	\$55,000.00	Pending
[53-*** - Fire protection Sprinkler] Stand alone project,					
NO PLANS AT THIS TME, State is months out on review. Spoke with Rob Cormier and Capt Gabe; issue permit, must comply with the approved plans. - PaulVC 7/1/2020					
101733	1308 S NORWOOD AV..1-941	CFAA REAL ESTATE LLC	\$300.00	\$41,500.00	Pending
[53-*** - Fire protection Sprinkler] FIRE SUPPRESSION SYSTEM					
88820	519 DONALD DRIVER WAY ..5-1771	DDL HOLDINGS LLC	\$1,160.00	\$410,000.00	Pending
[57-*** - Parking lot (New & Reconstruction)] EC approved 9/30/19					
100023	3525 HUMBOLDT RD..21-7923	KWIK TRIP INC	\$700.00	\$250,000.00	Pending
[57-*** - Parking lot (New & Reconstruction)] EC Approval 6/24/20					
100604	905 HARRISON ST ..18-647	GREEN BAY AREA PUBLIC SCHOOL DISTRICT JEFFERSON	\$465.78	\$197,000.00	Pending
[57-*** - Parking lot (New & Reconstruction)] EC Approved 6/15/20					
100819	1820 RADISSON ST..21-1187-6	TOWER EAST DEVELOPMENT CO	\$140.00	\$40,000.00	Pending
[57-*** - Parking lot (New & Reconstruction)] PARKING LOT EXPANSION					

101484	2420 NICOLET DR..22-147-1	UNIVERSITY OF WISCONSIN BOARD OF REGENTS	\$70.00	\$197,000.00	Pending
[57-*** - Parking lot (New & Reconstruction)] Just resurfacing					
101535	1401 STATE ST..1-1373	LEICHT TRANSFER & STORGE CO	\$70.00	\$41,200.00	Pending
[57-*** - Parking lot (New & Reconstruction)] Parking Lot					
101542	124 SIEGLER ST..6-260-2-2	SIEGLER STREET LLC	\$70.00	\$76,800.00	Pending
[57-*** - Parking lot (New & Reconstruction)] Replace existing, no subgrade affected.					
101698	1168 W MASON ST..2-47-A-1	AUTOZONE INC	\$70.00	\$40,000.00	Pending
[57-*** - Parking lot (New & Reconstruction)] -NO WORK IN ROW -EXACT REPLACMENT OF CURRENT PARKING LOT -NO WORK IN SUBGRADE, NO EC REQUIRED.					
101806	100 W WALNUT ST..4-180	GREEN BAY REDEVELOPMENT AUTHORITY	\$70.00	\$5,000.00	Pending
[57-*** - Parking lot (New & Reconstruction)] replace sidewalks					
101329	817 LA COUNT RD..6H-1180-4	NIKLAS W GLASER	\$75.00	\$200.00	Pending
[58-*** - Site (Erosion control, Fill, Excavation)] Fill in driveway area					
101636	2783 NICOLET DR..22-1226	ANTHONY M & CHARLEEN A ROSOL	\$75.00	\$50,000.00	Pending
[58-*** - Site (Erosion control, Fill, Excavation)] EC Approval 7/14/20					
101532	1195 APHRODITE RD..21-5184	ERNST A & LOUISE E VOLKMANN	\$50.00	\$21,068.00	Pending
[62-*** - repair/alter existing plumbing system] BATHTUBS AND SURROUND BEING REPLACED BY A WALKIN SHOWERS AND SURROUND X2 1ST PROJECT GOING IN ON 7-2-20 AND 2ND SCHEDULED FOR 7-28-20					
101568	1234 MAIN ST..8-269	JESSY GUERTS	\$70.00	\$300.00	Closed
[62-*** - repair/alter existing plumbing system] INSTALLING A FROST-FREE HOSE BIB ON THE ROOF OF THE BUILDING, TYING INTO WATER LINE IN THE 3RD FLOOR MECHANICAL ROOM.					
101573	3154 EASTBREEZE LN..21-5329	SAMANTHA ROTTIER	\$50.00	\$11,723.00	Closed
[62-*** - repair/alter existing plumbing system] SHOWER AND SURROUND BEING REPLACE WITH JETTED TUB					
101574	2140 MANITOWOC RD..21-420-20	ANTHONY D KING	\$50.00	\$10,000.00	Pending
[62-*** - repair/alter existing plumbing system] BATHTUB AND SURROUND BEING REPLACED BY A WALKIN SHOWER AND SURROUND					
101577	2481 HEMLOCK CT..21-3573	FREDRICK L & AUDREY L JOHNSON	\$50.00	\$11,562.00	Closed
[62-*** - repair/alter existing plumbing system] BATHTUB AND SURROUND BEING REPLACED BY A WALKIN SHOWER AND SURROUND					
101583	2815 EAST SHORE DR..21-270-E	SCOTT V & ANGELINA R SCARPELLI	\$30.00	\$1,500.00	Closed
[62-*** - repair/alter existing plumbing system] STORM SEWER REPAIR					
101615	989 W MASON ST..2-37	HARRIS REAL ESTATE HOLDINGS LLC	\$30.00	\$3,500.00	Closed
[62-*** - repair/alter existing plumbing system] REPLACE LEAKING WATER SERVICE FROM CURBSIDE TO METER					
101693	1610 FRANK ST..1-2726	JAMES C & MARCIA L BETHUREM	\$50.00	\$11,324.00	Closed
[62-*** - repair/alter existing plumbing system] BATHTUB AND SURROUND BEING REPLACED BY A WALKIN SHOWER AND SURROUND					
101725	1214-1216 SHADOW LN..1-2502	L & R LAMBEAU VIEW LLC	\$30.00	\$5,500.00	Closed
[62-*** - repair/alter existing plumbing system] REPLACING SANITARY SEWER / WATER LATERAL FROM HOUSE TO CURB BY MEANS OF PIPE BURSTING					
101727	1218-20 SHADOW LN..1-2501	L & R LAMBEAU VIEW LLC	\$30.00	\$5,500.00	Closed

[62-*** - repair/alter existing plumbing system] REPLACING SANITARY SEWER / WATER LATERAL FROM HOUSE TO CURB BY MEANS OF PIP BURSTING

101751	1338 CHICAGO ST..17-412	JOANN L & COLLIN C COFFELT	\$30.00	\$3,500.00	Closed
[62-*** - repair/alter existing plumbing system] INSTALL NEW 1" WATER SERVICE					
101752	1857 HAROLD ST..21-2167-7-1	GUY T RUBEN	\$50.00	\$10,466.00	Closed
[62-*** - repair/alter existing plumbing system] TUB TO SHOWER CONVERSION					
101759	315 SWISS HILL DR..21-82-15	RICHARD VANROY	\$30.00	\$1,000.00	Closed
[62-*** - repair/alter existing plumbing system] REPLACING BROKEN SANITARY SEWER, NOT TOUCHING CITY MAIN					
101762	2098 IMPERIAL LN..21-3357	KOBLE INVESTMENTS LLC	\$30.00	\$1,000.00	Closed
[62-*** - repair/alter existing plumbing system] REPAIRING 4" SEWER LATERAL					
101853	877 HOWARD ST..3-967	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	\$30.00	\$4,500.00	Pending
[62-*** - repair/alter existing plumbing system] REPLACE SANITARY SEWER LATERAL FROM HOUSE TO CURB					
101857	1179 DOTY ST..14-938	ERICKSON PROPERTIES LLC	\$0.00	\$3,500.00	Closed
[62-*** - repair/alter existing plumbing system] REPLACE LEAD WATER SERVICE, NO FEE					
101906	519 5th ST..2-882	RYAN & MIA SARENA MALCHOW	\$50.00	\$200.00	Pending
[62-*** - repair/alter existing plumbing system] INSTALL NEW SINK, NEW PIPE					
101728	1256 MARIAN LN..1-2068	JAMES F & JOYCE A YOUNG	\$50.00	\$6,922.00	Closed
[63-*** - Shower] BATHTUB TO SHOWER CONVERSION					
101681	3259 PETERSON RD..22-162-6	NATHAN A ANDEREGG	\$50.00	\$1,175.00	Pending
[64-*** - repair/alter existing hvac system] DUCTWORK FOR BASEMENT REMODEL					
101754	2471 VALIANT LN..6H-1919	KEITH M LINZMEYER, ETAL	\$125.00	\$35,790.00	Pending
[92-*** - solar panels- water or electric] Roof install					
101746	2540 UNIVERSITY AV..21-301	TMD PROPERTIES LLC	\$70.00	\$10,000.00	Pending
[94-*** - Alteration to existing cell tower] Antenna Alterations - T-Mobile					
101511	1730 DEBRA LN..21-1111-P-57	JENNA FALTYNSKI	\$530.00	\$1,200.00	Pending
[200-*** - water service] MINI STORM SEWER					
101604	982 HOLZER ST..18-823	STACY R DITZMAN	\$1,000.00	\$800.00	Closed
[200-*** - water service] STORM SEWER/SUMP PUMP CONNECTION					
101608	1326 PORLIER ST..17-521	MARCY J MCGRATH	\$30.00	\$2,000.00	Pending
[200-*** - water service] MINI SEWER CONNECTION TO CORRECT BACKYARD DRAINAGE ISSUES. PER KYLE VANDERLOOP, NO ASSESSMENT FEE FOR THIS PROJECT, JUST \$30 PERMIT FEE.					
101756	1609 HILLCREST DR..6H-1194-D	JEFFERY & ANITA BAIN	\$30.00	\$2,800.00	Closed
[200-*** - water service] INSTALLING NEW WATER SERVICE					

Totals:	384 projects		\$151,145.31	\$45,784,246.71	
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Summary of Projects Issued

7/1/2020 to 7/31/2020

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
01 Single Family House, Detached	8	8	16	8	8	8	8	7	\$10,614.59	\$2,140,598.00
48 Electrical Wiring (Misc., Alteration, Repair)	17	0	0	0	17	0	0	0	\$900.00	\$51,060.97
45 Electrical Temporary Services	1	0	0	0	1	0	0	0	\$50.00	\$3,000.00
46 Electrical Service Change	19	0	0	0	19	0	0	0	\$950.00	\$36,204.00
47 Electrical Service Repair	11	0	0	0	11	0	0	0	\$520.00	\$7,211.00
50 Heating Unit Replacement/ Air Conditioning	111	0	0	0	0	111	0	0	\$6,540.00	\$690,782.90
41 Storm Sewers	2	0	0	0	0	0	2	0	\$60.00	\$3,200.00
42 Mini Sewers	1	0	0	0	0	0	1	0	\$530.00	\$900.00
62 repair/alter existing plumbing system	17	0	0	0	0	0	17	0	\$660.00	\$106,143.00
16 Temporary Office or Trailer	1	0	0	1	1	0	1	0	\$260.00	\$40,000.00
08 5 or more family building(refer to 06-103)	1	1	3	1	1	1	1	1	\$87,933.98	\$34,000,000.00
22 Shed, Yard Building	14	7	1	14	0	0	0	0	\$950.00	\$59,775.00
03 Addition to Single-Multi Family Residential Units	2	2	3	2	2	2	1	1	\$737.60	\$165,800.00
13 Addition to Commercial, Non-Residential Non-housekeeping	1	0	1	1	1	0	0	0	\$980.00	\$2,500.00
19 Addition to Garage, Carport (Residential)	1	1	1	1	1	0	0	0	\$150.00	\$20,000.00
02 Single-Family Residential Building, Alteration	14	3	7	14	12	4	10	0	\$2,576.82	\$533,000.00
10 Multi-Family Residential Building Alteration	2	0	0	2	0	0	0	0	\$140.00	\$750.00
12 Commercial, Non-Residence, Non-Housekeeping, Alteration	9	1	11	9	7	7	6	1	\$9,526.22	\$1,207,424.00
15 Raze Commercial Building or other Structure	3	3	2	3	2	0	3	3	\$960.00	\$1,008,000.00
17 New Garage or Carport	7	6	6	7	5	1	1	0	\$1,033.00	\$156,120.00
18 Remodel Garage or carport or Shed	1	0	0	1	0	0	0	0	\$50.00	\$250.00
23 Deck, Porch, Patio	17	8	11	17	0	0	0	0	\$1,540.00	\$118,200.00
24 Siding	1	0	0	1	0	0	0	0	\$70.00	\$190,000.00
25 Swimming Pool	8	4	0	8	5	3	1	0	\$950.00	\$163,762.00
28 Foundation Repair	5	0	0	5	0	0	0	0	\$250.00	\$62,890.00
33 Roofing	2	0	0	2	0	0	0	0	\$140.00	\$487,857.00
35 Driveway Expansion	22	0	0	22	0	0	0	0	\$1,150.00	\$112,339.00
36 Fence	45	0	0	45	0	0	0	0	\$2,350.00	\$206,652.50
37 Signs	7	7	0	7	2	0	0	0	\$778.77	\$37,177.00
43 Lawn Sprinklers	3	0	0	3	0	0	3	0	\$300.00	\$9,000.00
44 Water heaters/Appliances	2	0	0	0	0	0	2	0	\$170.00	\$3,300.00
53 Fire protection Sprinkler	2	0	1	2	0	0	0	0	\$550.00	\$96,500.00
57 Parking lot (New & Reconstruction)	9	4	4	9	2	0	3	3	\$2,815.78	\$1,257,000.00
58 Site (Erosion control, Fill, Excavation)	2	0	2	2	0	0	0	0	\$150.00	\$50,200.00
11 office, bank, professional(offices, professional buildings, administration buildings, financial institutions, medical office buildings)	1	1	5	1	1	1	1	1	\$4,591.28	\$1,721,395.00

11 stores, customer services(restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)	2	1	6	2	2	2	2	1	\$6,582.27	\$899,868.34
64 repair/alter existing hvac system	1	0	0	0	0	1	0	0	\$50.00	\$1,175.00
200 water service	4	0	0	0	0	0	4	0	\$1,590.00	\$6,800.00
92 solar panels- water or electric	1	0	1	1	1	0	0	0	\$125.00	\$35,790.00
63 Shower	1	0	0	0	0	0	1	0	\$50.00	\$6,922.00
94 Alteration to existing cell tower	1	0	0	1	0	0	0	0	\$70.00	\$10,000.00
05 Raze Sungle-Family house(attachd or detached)	5	0	4	5	0	0	4	4	\$750.00	\$74,700.00
Totals:	384	57	85	197	101	141	72	22	\$151,145.31	\$45,784,246.71



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year July 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.)	\$ 39,800.62	\$ 39,800.62			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 16,081.41	\$ 13,848.20		\$ 2,233.21	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 10,161.70			\$ 10,161.70	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 4,428.46		\$ 4,428.46		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 7,403.50		\$ 3,744.90	\$ 3,658.60	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 5,728.89			\$ 5,728.89	
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.)	\$ 760.00		\$ 760.00		
Adjustment (if applicable)	\$.00		\$.00		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s. 813.125, Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 882.20			\$ 882.20	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 85,246.78	\$ 53,648.82	\$ 8,933.36	Pay This Amount \$ 22,664.60	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

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

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Name: NEIL BASTEN Signature: *Neil Basten* Date: 8-3-20

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. Mank* Date: 8/6/20

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>

UNIVERSAL WAIVER AND RELEASE OF ALL CLAIMS

Carl McDuffie, Ronella Williams, Ronnese Williams, and LaRonda Schaeffer (hereinafter “Plaintiffs”) and City of Green Bay, Thomas Behn, Paul Spoerl, Garth Russell, and Michael Rahn and its officers, agents, present and former employees, insurers, successors (hereinafter “Released Parties”), have reached a compromise of claims and disputes arising from allegations made by the Plaintiffs that on February 26, 2017, the Released Parties violated the constitutional rights of the Plaintiffs. It is understood that the Released Parties deny Plaintiffs’ allegations and this Waiver and Release is the product of compromise between the parties in order to resolve this dispute rather than engage in further expenditures of legal fees, time and inconvenience associated with protracted litigation, and is not in any manner an admission of wrongdoing or liability by any party.

1. **Consideration.** In consideration for Plaintiffs’ promises in this Waiver and Release, and their release of all claims, including claims for compensatory damages and punitive damages, against the Released Parties, through their attorneys, will pay \$292,000.00 (Two Hundred and Ninety Two Thousands Dollars and Zero Cents), the amount agreed upon at the mediation before Michael P. Crooks on August 10, 2020, to Walter S. Stern III Client Trust Account which will be mailed to Deidre L. VanHeirsele, 23502 75th Street, Salem, Wisconsin 53168. This amount represents full and final payment to the Plaintiffs for any and all of Plaintiffs’ claims, and is inclusive of all Attorney’s fees and costs.

2. **Indemnification.** No Federal Form 1099, W-2, or other reporting will be made by the Released Parties to the Federal Internal Revenue Service, the State Department of Revenue, or other relevant federal or state taxing authorities, reflecting any payment to the Plaintiffs, however,

a fully executed W-9 for Walter S. Stern III must be received by the Released Parties before any payment will be issued. Plaintiffs agree they are solely responsible for any tax liability resulting from this compromise and the Released Parties will bear no responsibility for taxes Plaintiffs are obligated to pay. Plaintiffs further agrees the Released Parties will not be required to pay any additional sum to them for any reason, even if the tax liabilities to them are ultimately assessed in a fashion which they did not presently anticipate. Plaintiffs further agree that if any liability for taxes, interest or penalties is imposed on the Released Parties because of the Plaintiffs' failure to make any payment to any federal, state or local government for any such withholdings or deductions in connection with the payment to be made hereunder, Plaintiffs will, upon demand by the Released Parties, indemnify Released Parties and hold Released Parties harmless for such liability.

3. **Dismissal of Lawsuit.** As consideration for the above-referenced payment, the parties will dismiss the lawsuit now pending before the United States District Court for the Eastern District of Wisconsin, Case No. 19-CV-1611, Carl McDuffie, et al. v. City of Green Bay, et al. on the merits, with prejudice, and without costs or attorney's fees to any party.

4. **Waiver and Release of Claims.** Plaintiffs, on behalf of themselves, their heirs, successors, personal representatives, assigns and agents, hereby fully release and forever discharge the Released Parties from any and all claims, demands, actions, rights, obligations, damages, costs, liabilities, or causes of action ("collectively claims"), arising out of or relating in any way to events occurring prior to and including the date of execution of this Waiver and Release. This includes any claim for personal injuries presently known or unknown which Plaintiffs attribute to the February 26, 2017 incident described herein. In return the Released Parties agree to pay to the Plaintiffs, through their attorney, the amount referenced in Paragraph 1.

5. **Non-Admission of Liability.** It is understood and agreed that this Waiver and Release are not to be construed as an admission of liability, wrongdoing, or improper conduct on the part of the Released Parties, liability and wrongful or improper conduct being expressly denied and asserted that the allegations in Plaintiffs' Complaint are unproven.

6. **Severability.** The provisions of this Waiver and Release will be deemed severable and the invalidity or the enforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.

7. **Titles & Headings.** The parties acknowledge and understand that titles or headings of paragraphs are used for ease of reference only, and are not to be construed as part of the substantive provisions of this Waiver and Release or the binding obligations contained therein.

8. **Acknowledgment of Understanding.** Plaintiffs represent and agree that prior to the execution of this Waiver and Release, they were fully advised to consult with an attorney to discuss all aspects of this Waiver and Release, and that to the extent desired, they have availed themselves of that right. Plaintiffs further represent and agree that they have read carefully and fully understand all the provisions of this Waiver and Release and have knowingly and voluntarily entered into this Waiver and Release.

9. **Construction of Waiver and Release.** This Waiver and Release will be construed and enforced in accordance with the laws of the State of Wisconsin, and not the laws of conflicts.

10. **Validity of Execution.** The execution of copies or counterparts of this Waiver and Release will be as effective as the execution of the original.

11. **Confidentiality.** Plaintiffs and Released Parties agree to keep the terms of the settlement and this Waiver and Release confidential. They will not discuss or in any other way

inform any person of the details of this Waiver and Release, including but not limited to the amount of the above-referenced payment, except as may be required by law, Court order, or as necessary for the purposes of obtaining tax, legal, or insurance advice concerning the impact of this Waiver and Release. The Parties may respond to inquiries about the litigation without revealing the terms and conditions of the settlement and this Waiver and Release as follows: they may indicate that the litigation is over and resolved to the parties' mutual satisfaction, but cannot say any more.

PLAINTIFFS

Date: _____

Carl McDuffie

Date: _____

Ronella Williams

Date: _____

Ronnese Williams

Date: _____

LaRonda Schaeffer

WALTER W. STERN III

Attorneys for Plaintiffs

Date: _____

By: _____

Walter W. Stern III, WI SBN:1014060
920 85th Street, Suite 123
Kenosha, WI 53143
Telephone (262) 800-0192
Email: wwstern111@gmail.com

GUNTA LAW OFFICES, S.C.
Attorneys for Released Parties

Date: _____

By: _____
Jasmyne M. Baynard, WI Bar No. 1099898
9898 West Bluemound Road, Suite 2
Wauwatosa, Wisconsin 53226
Telephone: (414) 291-7979
Facsimile: (414) 291-7960
Email: jmb@guntalaw.com

MEMORANDUM



Human Resources Department

To: Common Council

From: Joseph Faulds, Human Resources Director
David Litton, Fire Chief

Re: Request to fill Battalion Chief Positions

Date: August 18, 2020

RECOMMENDATION

The Fire Department and Human Resources Department are requesting to fill two Battalion Chief positions due to a medical leave and to allow the two employees to shadow the other 5 Battalion Chiefs on a rotational basis.

On August 10, 2020 the Police and Fire Commission approved the Eric Jeltema and Ray Fuiten to begin on August 30, 2020 pending Council approval.

The request to fill these positions on August 30, 2020 instead of in December 2020 will allow each of the new appointees the ability to fill the shift that will be vacant because of the medical leave and to shadow the other 5 Battalion Chief's on a rotational basis. One will fill the shift for a month, while the other is working days to gain the shadow experience and then they will rotate to the other schedule.

FISCAL IMPACT

Without these appointments, there will be a large burden placed on the remaining 5 Battalion Chief's to fill the open position as well as cost the city substantially more money than the cost of the appointments over the same period of time. The cost to the City to fill one vacant Battalion Chief using overtime will be approximately \$43,721¹.

The cost to the City for over-hiring the two Battalion Chiefs starting August 30, 2020 will amount to approximately \$6,385².

Since there still is an additional cost to the City for the over-hire, the Fire Department will postpone filling the subsequent vacancies from the promotions until March 1, 2021. This amounts to a savings of about \$30,704.00 per firefighter³.

Overall, promoting the two Battalion Chiefs in August 30 will allow the City to save on OT costs and provide more time for the Battalion Chiefs to receive on the job training before the two positions are vacated.

¹ The OT cost to fill one vacant Battalion Chief position is calculated by using 37 (24 hr) shifts or 888 hours that one Battalion Chief will be out on medical leave. The average cost of overtime for the Battalion Chief position is \$49.2354/hour. The OT hourly rate (\$49.2354) x 888 hours = \$43,721.

² The cost of over-hiring the two Battalion Chiefs is calculated by multiplying the additional pay each Battalion Chief will receive x 888 hours (37 (24 hour) shifts) x 2 employees.

³ Each new firefighter receives \$1137.20 of weekly pay. 27 weeks x 1137.20 = \$30,704.00



CITY OF GREEN BAY

Facility Access During COVID-19

CITY FACILITY PUBLIC ACCESS DURING COVID-19

Generally, City Facilities will follow the same criteria as City Hall, but may differ based on service and needs of the public. The table below provides a general guide to when certain facilities and programs will be open to the public:

The decision to move onto the next phase of permitting the public into City Hall will be based on the gating criteria as determined by the Wisconsin Department of Health Services.

The City will move into the next phase (Phase 2) of reopening when Brown County is designated as a county with a low COVID-19 activity level. Generally, this means that within a 2-week period: our cases are going down, our positive results are going down (as a percentage of those tested), hospitals treat all patients without crisis, and we have robust testing. The COVID-19 activity level is categorized as low, medium, or high. The metrics used to determine COVID-19 activity level are attached.

City Hall will remain in the current phase until the Wisconsin Department of Health services determines that there is no longer a significant health risk associated with COVID-19 in Brown County (i.e. low COVID-19 activity level). However, the City will return to this current phase if the County has been determined to be either a medium or high COVID-19 activity level.

City Facility/Program	Phase 1 (Current Phase)	Phase 2 (Low COVID - 19 Activity in Brown County based on DHS criteria)
City Hall	-Public allowed by appointment only. Social distancing and masks are required. -Services provided electronically or over the phone. -Clerk's Office is open to the public for Early Voting for the August Election.	-Open to the Public. -Services provided electronically or over the phone. -Public meetings are either 100% virtual or hybrid (virtual/in-person). -Social distancing and masks are required.
Police Station	-Open to the public. -Social distancing and masks are required.	-Open to the public. -Social distancing and masks are required.
Fire Stations	-Closed to the public except for in emergency situations	-Open to the public in limited circumstances based on the ability to social distance. -Masks are required.

Municipal Court	-See Attached Municipal Court Operating Plan	-Undetermined.
Transit Building	-Open to the public to purchase bus tickets. -Social distancing and masks are required.	-Open to the public. -Social distancing and masks are required.
Water Utility	-Open to the public. -Social distancing and masks are required.	-Open to the public. -Social distancing and masks are required.
Bay Beach	See link to opening guide: https://greenbaywi.gov/445/Bay-Beach	
Parks/Playgrounds/Trails/Park Shelters	-Parks, Playgrounds, and Trails open to the public. -Social distancing is encouraged. -Park Shelters are open (Masks required indoors) for playground programs. -Park Shelters are open on a limited basis to the public to rent (capacity limited to allow social distancing and masks required).	-Open to the public. -Social distancing is encouraged.
Pools	-Colburn Pool is open to the public with limited capacity.	-Open to the public.
Park Indoor Recreational Programs	-Case-by-case basis. -Programs are modified depending on facility, social distancing and staff availability. Masks are required. -Focus will be on providing the programming outdoors. -Fall/Winter programs (scope and types of programs offered) will be evaluated based on facility access, social distancing, and staff availability.	-Open to the public and following DHS Standards.
Park Outdoor Recreational Programs	-Case-by-case basis. Open to the public when able to social distance.	-Open to the public.
Wildlife Sanctuary at Bay Beach	-Outdoor exhibits open to the public. -Indoor gift shop is open to the public. Social distancing and masks are required.	-Open to the public. -Social distancing is encouraged and masks required indoors.

DPW Yard Waste Sites and Bulk Sites	-Open to the public. -Social distancing is encouraged at sites.	-Open to the public. -Social distancing is encouraged at sites.
Special Events	Special Events that are less than 1,000 participants and attendees; no picnic licenses issued; no food trucks; no performances (that allow congregating), See Special Events Booklet and Website.	Undetermined



WISCONSIN DEPARTMENT
of **HEALTH SERVICES**

COVID-19: Activity Level by Region and County

The next generation of Badger Bounce Back: determining COVID-19 activity level in our local communities

COVID-19 remains very contagious and most people in Wisconsin are still at risk of getting sick from the virus. To evolve Badger Bounce Back to give local communities the tools they need to respond to COVID-19, we are shifting to assessing the COVID-19 activity level in counties and Healthcare Emergency Readiness Coalition (HERC) regions.

What are these data?

Regions and counties are classified as high, medium, or low activity levels for disease spread by combining the case burden and trajectory indicators (**see definitions for case indicators below the map and table**). This is one metric that will be further contextualized as DHS adds more local metrics to this site.

Your local and tribal health departments can use these data, in conjunction with other local data and context, to help understand the COVID-19 activity in a county or HERC region of the state. While this information can help inform individual residents and local leaders of business and other institutions as they take steps and precautions to reduce the spread of COVID-19, we strongly encourage members of the public to visit their local or tribal health department website for additional information and recommendations for local action.

Why is DHS sharing these data now?

At the request of our local public health partners, and in recognition of the fact that local decisions now drive our response efforts we are adding tools to our toolbox to fight COVID-19. This is the first in a series of data dashboards that DHS will provide to help communities and individuals assess their COVID-19 activity level and response. What we want you to remember is that the virus has not changed; when you physically distance, wear a cloth face covering, limit your trips, and wash your hands, you are practicing the best health measures to protect yourself against COVID-19.

We plan to update our data each Wednesday by 2 p.m.

Highlight area

Highlight Area



Case indicators defined

Burden (case rate) and trajectory (case change) indicators are based on confirmed COVID-19 cases. The COVID-19 activity level maps burden and trajectory indicators based on whether the burden status is low,

moderate, moderately high, or high and whether trajectory status is significantly shrinking, growing, or have no statistically significant change.

Burden (case rate)

Burden is the total number of cases per 100,000 Wisconsin residents in the last two weeks.

Burden Status	Value (per 100,000 Wisconsin residents in the past two weeks)
Low	Case rate is less than or equal to 10.
Moderate	Case rate is greater than 10, but less than or equal to 50.
Moderately High	Case rate is greater than 50, but less than or equal to 100.
High	Case rate is greater than 100.

Trajectory (percent case change)

Trajectory is the percent change from previous to current week and p-value (indicates statistical significance) from a test against the percent change equal to zero.

Trajectory Status	Value (change from prior 7-day period to most recent 7-day period)
Shrinking	Percent change in cases is less than or equal to negative 10 percent, and p-value is less than 0.025.
Growing	Percent change in cases is greater than or equal to 10 percent, and p-value is less than 0.025.
No Significant Change	Any other conditions besides those that meet the "shrinking" or "growing" statuses described above.

COVID-19 activity level

COVID-19 activity level is a summary indicator based on whether the burden (case rate) status is low, moderate, moderately high, or high and whether the trajectory (case change) status is significantly shrinking, growing, or have no statistically significant change*.

**As defined in the burden and trajectory status tables above.*

Burden	Trajectory	Activity Level
Low	Shrinking	Low
Low	No Significant Change	Low

Burden	Trajectory	Activity Level
Low	Growing	Medium
Moderate	Shrinking	Medium
Moderate	No Significant Change	Medium
Moderately High	Shrinking	Medium

Burden	Trajectory	Activity Level
Moderate	Growing	High
Moderately High	No Significant Change	High
Moderately High	Growing	High
High	Shrinking	High
High	No Significant Change	High
High	Growing	High

Last Revised: July 31, 2020

i RESPONSE RESOURCES FOR WISCONSINITES – www.dhs.wisconsin.gov/covid-19/help.htm

Green Bay Municipal Court COVID-19 Operating Plan

Recognizing the need to ensure the health and safety of litigants, attorneys, visitors, court staff, judges, and other individuals entering the courthouse, the Green Bay Municipal Court will implement the following protective measures”

Initial Court Proceedings

1. Green Bay Municipal Court will begin hearing non-essential in-person court proceeding no sooner than **June 8, 2020**.
2. Initial court hearings will be held at the Green Bay Municipal court Monday – Thursday from 8:30 am – 10:00 am.
3. The judge and his staff will conduct initial hearings at front counter behind glass windows.
4. There will be an officer or court staff assigned to the front door to allow individuals into the courthouse. We will allow no more than 9 individuals to be in the courthouse at one time.
5. Once initial court hearings have been completed for the day, court staff will lock the courthouse doors and not allow individuals to enter the courthouse until the next scheduled initial court hearing day.
6. Payments of fines will only be accepted with a check or money order through the US mail or online at www.govpaynow.com.
7. Those who fail to appear at their scheduled initial court hearing will be found guilty by default and given 60 days to pay their fine.

Pre-Trial Conferences

1. Individuals who wish to plead not guilty to their charge will be scheduled for a pre-trial conference with the City Prosecutor.
2. Court staff will assign a pre-trial date and take the individual’s phone number.
3. The individual will be instructed the pre-trial conference will not be held in person and will be held via telephone.
4. The City Prosecutor will call the individual on their scheduled pre-trial conference date and time.
5. If the City Prosecutor and individual cannot agree on a solution to the citation, a court trial will be scheduled at a later determined date.

Judge and Court Staff Health

1. The judge and his court staff will have their temperature taken each day before the initial court hearings.

2. The judge and his court staff will be required to wear face coverings, practice social distancing, and practice appropriate hand hygiene recommendations at all times.

Social Distancing

1. The maximum number of persons permitted in the courthouse waiting area will be limited to no more than 9 persons at a time.
2. An officer or court staff will monitor the entrance to assure the limits are kept.
3. All persons not from the same household will be required to maintain adequate social distancing of at least 6 feet.

Hygiene

1. Hand sanitizer dispensers have been placed at the front counter and outside of the courtroom.
2. CDC flyers outlining appropriate hygiene, social distancing, and public safety have been posted at the front door and throughout the courthouse.

Screening

1. When individuals attempt to enter the courthouse, an officer or court staff will ask the individual if they are feeling feverish, have a cough, shortness of breath, or difficulty breathing, or have been in close contact with a person who is confirmed to have COVID-19. Individuals, who indicate yes to any of these questions, will be refused admittance to the courthouse.
2. The officer or court staff will take the phone number of those refused admittance and the court staff will call the individual once initial court hearing are complete to set up a pre-trial conference with the City Prosecutor.
3. Those who are granted access to the courthouse will have their temperature taken by the officer or court staff before being allowed to enter the courthouse. An individual whose temperature equal or exceeds 100.0°F will be refused admittance to the courthouse.
4. Officers and court staff who screening individuals entering the courthouse, will be provided masks and latex gloves.

Face Coverings

1. All individuals entering the courthouse will be required to wear face coverings at all times and required to wear them during court proceedings.
2. Individuals will be encouraged to bring face coverings with them. A disposable mask will be provided to individuals who do not bring a face covering with them.

Cleaning

1. Courthouse cleaning staff will clean the common areas of the courthouse daily after initial court hearings have been completed.
2. Courthouse cleaning staff have been provided cleaning supplies shown to be effective with this coronavirus.
3. Courthouse cleaning staff have been trained on proper cleaning techniques and provided appropriate personal protective equipment.

Trials

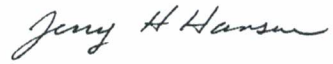
1. All persons who are present in the courtroom shall wear a face covering. The only exception is for a witness if the court makes a finding on the record that it is necessary to remove the face covering for purposes of determining the credibility of the witness. This requirement will be posted at the entrance of the courtroom.
2. Social distancing requirements shall apply. The city attorney shall remain at the normal location. Defense attorneys and defendants are seated at a separate table and positioned to comply with social distancing. The witness chair is at least 10 feet from the Judge's chair. The witness chair is at least 10 feet from the defense table and the city attorney's table.
3. All surfaces touched by litigants will be wiped down between each appearance. The defense table and chairs will be cleaned after each case. The witness area and chair will be cleaned after each witness. Hand sanitizer will be available in the courtroom.

Vulnerable Populations

1. Individuals who are over age 65 and individuals with serious underlying health conditions, such as high blood pressure, chronic lung disease, diabetes, obesity, asthma, and those whose immune systems are compromised such as by chemotherapy for cancer or other conditions requiring such therapy are considered to be vulnerable populations.
2. Reasonable accommodations will be made to provide for any vulnerable individuals with serious health conditions. Those whose immune systems may be compromised or affected in some manner will be eligible for assistance and such individuals will receive accommodations according to their specific requirements.
3. Court staff will arrange for needed assistance and will consider all individuals when making necessary adjustments.
4. Vulnerable populations who are scheduled for court will be accommodated by a remote appearance upon request. Vulnerable populations, who make this request, will be scheduled for a pre-trial conference with the City Prosecutor.

I have consulted and conferred with the courthouse staff regarding this Operating Plan. I will ensure those working in this courthouse will conduct proceedings consistent with this Operating Plan.

Date: 7/6/2020



Honorable Jerry H. Hanson
Green Bay Municipal Judge

Date: _____

Honorable James A. Morrison
Chief Judge, Eight Judicial District

**FINAL RESOLUTION AUTHORIZING
WATER MAIN AND/OR WATER SERVICES
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
August 18, 2020**

WHEREAS, a Waiver of Special Assessment Notices and Hearings was signed by all affected owners of property, admitting that such public improvement will benefit their properties and consenting to the levying of special assessments in lieu of the Improvement & Services Committee of the City of Green Bay, Wisconsin, holding a public hearing concerning the preliminary resolution and Report of the Director of Public Works and Report of the General Manager of the Water Utility on the proposed improvement on the following streets or portion of streets:

**SITKA STREET – Superior Road to Ontario Road
SUPERIOR ROAD – Sitka Street to 155' North of Gilbert Drive**

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

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

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

Adopted _____, 2020

Approved _____, 2020

Mayor

ATTEST:

City Clerk

**FINAL RESOLUTION AUTHORIZING
SANITARY SEWER AND/OR
SANITARY SEWER LATERAL IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY
August 18, 2020**

WHEREAS, a Waiver of Special Assessment Notices and Hearings was signed by all affected owners of property, admitting that such public improvement will benefit their properties and consenting to the levying of special assessments in lieu of the Improvement & Services Committee of the City of Green Bay, Wisconsin, holding a public hearing concerning the preliminary resolution and Report of the Director of Public Works and Report of the General Manager of the Water Utility on the proposed improvement on the following streets or portion of streets:

**SITKA STREET – Superior Road to Ontario Road
SUPERIOR ROAD – Sitka Street to 155' North of Gilbert Drive**

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

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

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

Adopted _____, 2020

Approved _____, 2020

Mayor

ATTEST:

City Clerk

**FINAL RESOLUTION AUTHORIZING
STORM SEWER AND/OR STORM SEWER LATERAL IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
August 18, 2020**

WHEREAS, a Waiver of Special Assessment Notices and Hearings was signed by all affected owners of property, admitting that such public improvement will benefit their properties and consenting to the levying of special assessments in lieu of the Improvement & Services Committee of the City of Green Bay, Wisconsin, holding a public hearing concerning the preliminary resolution and Report of the Director of Public Works and Report of the General Manager of the Water Utility on the proposed improvement on the following streets or portion of streets:

**SITKA STREET – Superior Road to Ontario Road
SUPERIOR ROAD – Sitka Street to 155' North of Gilbert Drive**

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

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

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

Adopted _____, 2020

Approved _____, 2020

Mayor

ATTEST:

City Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # Y.4

Resolution authorizing 2020 transfer of \$378.00 from contingency to sandbags related to Brown County invoice for prefilled sandbags for the public.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resolution contingency sand bags (2) 7-2020

**RESOLUTION AUTHORIZING
TRANSFER OF FUNDS**

August 18, 2020

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

Pursuant to the recommendation of the Finance Committee at its meeting of August 4, 2020, the following 2020 transfer of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	101099-59001 Contingency	\$378.00
To:	101503-54069 Sandbags	
	Vendor: Brown County Public Works	\$378.00
	600 prefilled sand bags (material and admin)	
	For flooding	

Adopted _____

Approved _____

Mayor

Clerk

Account.....: 1.5000.003
County ID...:660.1403
Month/Year: 06/2020
Project ID...: --

BROWN COUNTY PUBLIC WORKS
STATEMENT OF EXPENDITURE
CGRE-1 MISC MATERIALS FROM SHOP
6/1/2020 Thru 6/30/2020

Invoice

07/13/2020

Page 2

Invoice # 331032 ✓

CHARGE SUMMARY

	<u>Quantity</u>	<u>Total</u>	<u>00</u> <u>MISC</u>
01 TOTAL LABOR (06)	0.00	0.00	0.00
02 TOTAL MACHINERY (07)	0.00	0.00	0.00
03 TOTAL MATERIAL (08)		360.00	360.00
<u>04 TOTAL ALL ITEMS</u>		<u>360.00</u>	<u>360.00</u>

RECEIVED JUL 17 2020

ADMIN

	<u>Rate</u>	<u>Total</u>	<u>00</u> <u>MISC</u>
	5.00	18.00	18.00
<u>SUBTOTAL</u>		<u>18.00</u>	<u>18.00</u>

06 JOB GRAND TOTALS

<u>\$378.00</u>	<u>378.00</u> ✓
------------------------	------------------------

REMIT TO:

BROWN COUNTY HIGHWAY DEPARTMENT
2198 GLENDALE AVENUE
GREEN BAY WI 54303
ATN: BRANDY YOUNGER

Pay This Amount: \$378.00 ✓

Invoice # 331032 ✓

OK TO PAY
JMY 07/16/2020

101503-54069

REQUEST TRANSFER FROM CONTINGENCY



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 18, 2020

PREPARED BY

AGENDA ITEM # Y.5

Resolution authorizing 2020 transfer of \$50,000.00 from contingency to Assessor's contractual services for the Forward Appraisal revaluation contract.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resolution-transfer from Contingency for Revaluation Assessment 7-2020

**RESOLUTION AUTHORIZING
TRANSFER OF FUNDS**

August 18, 2020

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

Pursuant to the recommendation of the Finance Committee at its meeting of August 4, 2020, the following 2020 transfer of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	101099-59001 Contingency	\$50,000.00
To:	101102 53001 Assessor Contractual Services	\$50,000.00
	Forward Appraisal LLC 2020-2022 contract for Revaluation Assessment service	

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION AUTHORIZING
RELEASE OF LANDSCAPE EASEMENT FOR
2845 GREENBRIER ROAD
(ED 20-01)**

August 18, 2020

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting a partial landscape easement be discontinued at 2845 Greenbrier Road.

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

1. AT&T has fiber optic cables in this area and they may be in conflict with the driveway proposal. A solution must be met between the applicant and AT&T prior to recording this discontinuance.
2. In the event that sidewalks are required to be constructed along Greenbrier Road, the adjacent owner(s) shall, at their expense, regrade the area to conform to the established sidewalk grade ordinance.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Easement Discontinuance 20-01 and the recommendation of the Plan Commission on August 10, 2020, the City of Green Bay does authorize the requested easement discontinuance for the following parcel located along Gray Court:

Tax Parcels: 21-161-2

Legal Description: ALL OF LOTS 1 & 2, VOLUME 54, CERTIFIED SURVEY MAPS, PAGE 99, MAP

NUMBER 7838, DOCUMENT NO. 2387917, AND LOTS 1 & 2, VOLUME 41, CERTIFIED SURVEY MAPS, PAGE 340, MAP NO. 6285, DOCUMENT NO. 1786049, ALL BROWN COUNTY RECORDS, BEING LOCATED IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 10, T23N-R21E, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

Area contains 2,959,030 sq. ft. / 67.93 acres more or less

Adopted _____

Approved _____

Mayor

Clerk

SJH

Attachment –Map

FINAL PAYMENTS RESOLUTION
August 18, 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. SEWERS 1-20 E. MASON STREET SIPHON REMOVAL – 2020
DORNER, INC.**

TOTAL AMOUNT EARNED:	\$ 104,583.80
LESS AMOUNT RETAINED:	\$ 0.00
	\$ 104,583.80
LESS AMOUNT PREVIOUSLY PAID:	\$ 102,012.55
AMOUNT DUE THIS PAYMENT:	
	\$ 2,571.25

ACCOUNT NUMBERS

403500-55355-63010: \$2,571.25

PO #2000023

Adopted _____, 2020

Approved _____, 2020

Mayor

ATTEST:

City Clerk

MAM

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

August 18, 2020

Resolution No. _____

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$7,615,000* General Obligation Refunding Bonds, Series 2020D,
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 purpose of financing the current refunding of the Issuer’s \$15,320,000 City of Green Bay, Wisconsin Taxable General Obligation Corporate Purpose Bonds, Series 2010B, dated May 25, 2010, which bonds were designated by the Issuer as Build America Bonds (the “**Refunding**”).
2. On July 21, 2020, the Governing Body adopted an initial resolution authorizing the sale and issuance of general obligation refunding bonds of the Issuer in the principal amount of not to exceed \$7,615,000 for the purpose of the Refunding.
3. The Governing Body now wishes to borrow the funds needed for the Refunding by selling and issuing its \$7,615,000 General Obligation Refunding Bonds, Series 2020D (the “**Obligations**”) pursuant to the provisions of Chapter 67 of the Wisconsin Statutes.
4. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.
5. 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 18 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, New York, New York.

“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.

“Obligations” means the \$7,615,000 City of Green Bay, Wisconsin General Obligation Refunding Bonds, Series 2020D, which will be issued pursuant to this resolution.

“Original Issue Date” means August 31, 2020.

“Purchase Agreement” means the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations.

“Purchase Price” means \$_____, plus payment by the Purchaser on behalf of the Issuer of \$_____ for the costs of issuing the Obligations.

“Purchaser” means Robert W. Baird & Co. Incorporated, or a group that it leads.

“**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.

“**Redemption Date**” means October 1, 2020.

“**Refunded Bonds**” means the Issuer’s \$15,320,000 Taxable General Obligation Corporate Purpose Bonds, Series 2010B, dated May 25, 2010, which bonds were designated by the Issuer as Build America Bonds.

“**Refunding**” means the refunding of the Refunded Bonds.

“**Register**” means the register maintained by the Fiscal Agent, 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 refunding bonds of the Issuer in the principal amount of \$7,615,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes to pay the costs of the Refunding and issuing the Obligations (including printing costs and fees for underwriting, financial consultants, bond counsel, fiscal agent, 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 Refunding Bonds, Series 2020D.” 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 payable semiannually 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 entity or 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 Obligation 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>Maturity Date</u> <u>(April 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021	\$ 810,000	.00%
2022	745,000	.00
2023	690,000	.00
2024	710,000	.00
2025	725,000	.00
2026	750,000	.00
2027	770,000	.00
2028	790,000	.00
2029	805,000	.00
2030	820,000	.00

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Refunding of Refunded Bonds.

To provide for the redemption of the Refunded Bonds on the Redemption Date, the Treasurer is directed to transfer proceeds of the Obligations to the debt service fund account for the Refunded Bonds. The transfer shall be made on or prior to the Redemption Date. The amount transferred shall be sufficient, together with all other funds then on deposit in said account, to pay the amount due on the Refunded Bonds on the Redemption Date.

Section 6. Redemption of Refunded Bonds.

Subject to the delivery of the Obligations and the receipt of the Purchase Price for the Obligations from the Purchaser, the Issuer irrevocably directs that the principal amount of the Refunded Bonds be redeemed and paid in full in advance of their stated maturity dates on the Redemption Date. The appropriate officers of the Issuer are directed to instruct the fiscal agent for the Refunded Bonds to take all actions required to call the Refunded Bonds for redemption on the Redemption Date, including giving notice in the manner required by the governing documents for the Refunded Bonds. The Issuer ratifies and approves any action that has been taken in connection with the Refunding and the redemption of the Refunded Bonds prior to the date of this resolution.

Section 7. 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 8. 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 such document.

Section 9. 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 a successor 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 10. 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 pursuant to Sections 11 and 12 hereof.

Section 11. Manner of Payment/Transfers/Redemption Notices 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 or other electronic money 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 12. Manner of Payment/Transfers/Redemption Notices 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 entity or person 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 day period 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 13. 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 14. 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 15. Continuing Disclosure.

The appropriate officers of the Issuer are authorized and directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with its terms.

Section 16. 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. 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 complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser in accordance with 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 this resolution.

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 17. 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 18. 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 date of delivery of the Obligations, 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 19. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited 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 (a) used to pay the costs of the Refunding, the costs of issuing the Obligations, and the costs of investing amounts in the Borrowed Money Fund, or (b) transferred to the Debt Service Fund Account as provided by law.

Section 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: August 18, 2020

Approved: August __, 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 REFUNDING BOND, SERIES 2020D

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	August 31, 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 semiannually 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 \$7,615,000, all of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on July 21, 2020, and (2) the resolution duly adopted by the governing body of the Issuer on August 18, 2020, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$7,615,000 General

Obligation Refunding Bonds, Series 2020D , 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 or other electronic money 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 entity or person 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 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 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 or after the redemption date and upon surrender of the Obligation to the Fiscal Agent, 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 day period 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 its 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: August ____, 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 August 18, 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 refunding bonds in the principal amount of \$7,615,000. It is anticipated that the closing of this bond financing will be held on or about August 31, 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: August __, 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 certification is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of \$7,615,000 General Obligation Refunding Bonds, Series 2020D , and All Related Details

I further certify as follows:

1. **Meeting Date.** On August 18, 2020, a meeting of the Governing Body was held beginning at ____ p.m.
2. **Posting.** On August ____, 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 August ____, 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 August ___, 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 August ___, 2020.

Clerk

[SEAL]

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

August 18, 2020

Resolution No. _____

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$2,085,000* Taxable General Obligation Refunding Bonds, Series 2020E,
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 purpose of financing the current refunding of the Issuer’s \$2,000,000 Certificate of Indebtedness, dated November 20, 2018, which was issued to the State of Wisconsin Board of Commissioners of Public Lands (the “**Refunding**”).

2. On July 21, 2020, the Governing Body adopted an initial resolution authorizing the sale and issuance of taxable general obligation refunding bonds of the Issuer in the principal amount of not to exceed \$2,085,000 for the purpose of the Refunding.

3. The Governing Body now wishes to borrow the funds needed for the Refunding by selling and issuing its \$2,085,000 Taxable General Obligation Refunding Bonds, Series 2020E (the “**Obligations**”) pursuant to the provisions of Chapter 67 of the Wisconsin Statutes.

4. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

5. 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 18 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, New York, New York.

“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.

“Obligations” means the \$2,085,000 City of Green Bay, Wisconsin Taxable General Obligation Refunding Bonds, Series 2020E, which will be issued pursuant to this resolution.

“Original Issue Date” means August 31, 2020.

“Purchase Agreement” means the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations.

“Purchase Price” means \$_____, plus payment by the Purchaser on behalf of the Issuer of \$_____ for the costs of issuing the Obligations.

“Purchaser” means Robert W. Baird & Co. Incorporated, or a group that it leads.

“**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.

“**Redemption Date**” means August 31, 2020.

“**Refunded Bonds**” means the Issuer’s \$2,000,000 Certificate of Indebtedness, dated November 20, 2018, which was issued to the State of Wisconsin Board of Commissioners of Public Lands.

“**Refunding**” means the refunding of the Refunded Bonds.

“**Register**” means the register maintained by the Fiscal Agent, 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, taxable general obligation refunding bonds of the Issuer in the principal amount of \$2,085,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes to pay the costs of the Refunding and issuing the Obligations (including printing costs and fees for underwriting, financial consultants, bond counsel, fiscal agent, 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 Refunding Bonds, Series 2020E.” 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 payable semiannually 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 entity or 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 Obligation 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>Maturity Date</u> <u>(April 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2024	\$ 140,000	.00%
2025	140,000	.00
2026	140,000	.00
2027	140,000	.00
2028	135,000	.00
2029	135,000	.00
2030	140,000	.00
2031	140,000	.00
2032	140,000	.00
2033	135,000	.00
2034	140,000	.00
2035	140,000	.00
2036	140,000	.00
2037	140,000	.00
2038	140,000	.00

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Refunding of Refunded Bonds.

To provide for the redemption of the Refunded Bonds on the Redemption Date, the Treasurer is directed to transfer proceeds of the Obligations to the debt service fund account for the Refunded Bonds. The transfer shall be made on or prior to the Redemption Date. The amount transferred shall be sufficient, together with all other funds then on deposit in said account, to pay the amount due on the Refunded Bonds on the Redemption Date.

Section 6. Redemption of Refunded Bonds.

Subject to the delivery of the Obligations and the receipt of the Purchase Price for the Obligations from the Purchaser, the Issuer irrevocably directs that the principal amount of the Refunded Bonds be redeemed and paid in full in advance of their stated maturity dates on the Redemption Date. The appropriate officers of the Issuer are directed to instruct the fiscal agent for the Refunded Bonds to take all actions required to call the Refunded Bonds for redemption on the Redemption Date, including giving notice in the manner required by the governing documents for the Refunded Bonds. The Issuer ratifies and approves any action that has been taken in connection with the Refunding and the redemption of the Refunded Bonds prior to the date of this resolution.

Section 7. 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 8. 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 such document.

Section 9. 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 a successor 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 10. 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 pursuant to Sections 11 and 12 hereof.

Section 11. Manner of Payment/Transfers/Redemption Notices 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 or other electronic money 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 12. Manner of Payment/Transfers/Redemption Notices 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 entity or person 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 day period 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 13. 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 14. 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 15. Continuing Disclosure.

The appropriate officers of the Issuer are authorized and directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with its terms.

Section 16. 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. 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 complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser in accordance with 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 this resolution.

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 17. 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	_____

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2028	\$ _____
2029	_____
2030	_____
2031	_____
2031	_____
2033	_____
2034	_____
2035	_____
2036	_____
2037	_____

Section 18. 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 date of delivery of the Obligations, 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 19. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited 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 (a) used to pay the costs of the Refunding, the costs of issuing the Obligations, and the costs of investing amounts in the Borrowed Money Fund, or (b) transferred to the Debt Service Fund Account as provided by law.

Section 20. 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 21. 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 22. 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 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. Effective Date.

 This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: August 18, 2020

Approved: August __, 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 REFUNDING BOND, SERIES 2020E

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	August 31, 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 semiannually 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 \$2,085,000, all of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on July 21, 2020, and (2) the resolution duly adopted by the governing body of the Issuer on August 18, 2020, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$2,085,000 Taxable General

Obligation Refunding Bonds, Series 2020E , 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 or other electronic money 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 entity or person 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 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 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 or after the redemption date and upon surrender of the Obligation to the Fiscal Agent, 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 day period 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 its 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: August ____, 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 TAXABLE BOND SALE

On August 18, 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 taxable general obligation refunding bonds in the principal amount of \$2,085,000. It is anticipated that the closing of this bond financing will be held on or about August 31, 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: August __, 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 certification is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of \$2,085,000 Taxable General Obligation Refunding Bonds, Series 2020E , and All Related Details

I further certify as follows:

1. **Meeting Date.** On August 18, 2020, a meeting of the Governing Body was held beginning at ____ p.m.
2. **Posting.** On August ____, 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 August ____, 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 August __, 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 August __, 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 automatically expire on August 19, 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, the Wisconsin Department of Health Services (“DHS”) has created a “COVID-19 Activity Level” classification system, which is a summary indicator based on whether the burden (case rate) status is low, moderate, moderately high, or high for each county; and

WHEREAS, DHS currently classifies Brown County’s COVID-19 Activity Level as high; and

WHEREAS, emergency conditions will continue to exist in the City of Green Bay until the Brown County COVID-19 Activity Level, as determined by DHS, is declared low for a period of fourteen (14) consecutive days; and

WHEREAS, on August 18, 2020 the Common Council met to consider this matter.

NOW, THEREFORE, pursuant to sections 323.11 and 323.14 (4) of the Wisconsin Statutes, the City of Green Bay hereby declares the local State of Emergency for the City of Green Bay shall be extended and will, unless extended, automatically expire on December 31, 2020 at 5:00

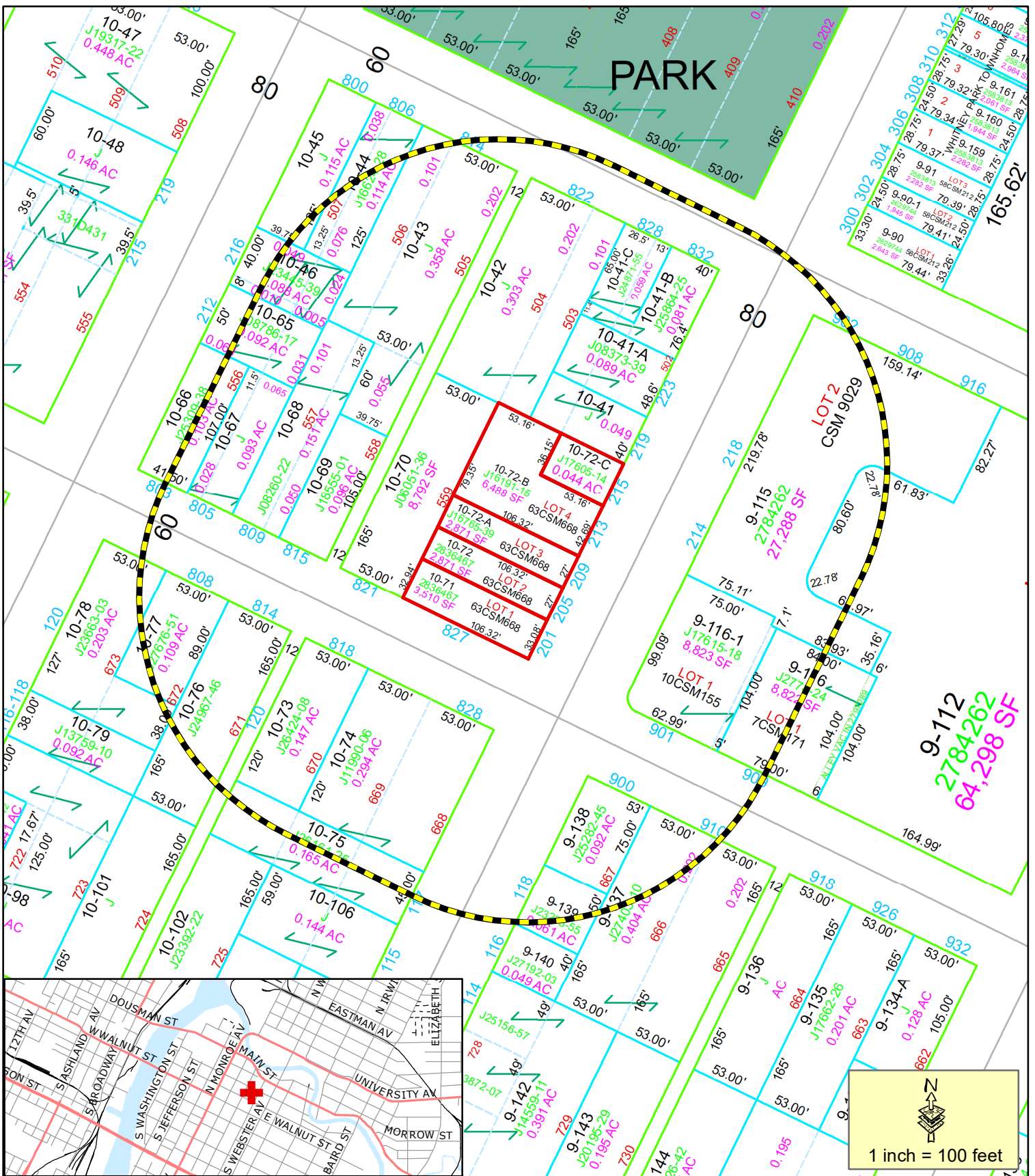
p,m., or at such time as the Brown County COVID-19 Activity Level, as determined by DHS, is declared low for a period of fourteen (14) consecutive days, whichever occurs first.

THIS RESOLUTION is enacted by the Common Council this 18th day of August 2020.

Eric Genrich, Mayor

Attest:

Kris Teske, Clerk



ZONING ORDINANCE NO. 11-20

AN ORDINANCE AMENDING ZONING ORDINANCE 6-20: PLANNED UNIT DEVELOPMENT LOCATED IN THE 200 BLOCK OF NORTH VAN BUREN STREET (ZP 20-21)

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

SECTION 1. Pursuant to Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, the Planned Unit Development (PUD) for the 200 Block of North Van Buren Street, as amended by zoning ordinance number 6-20, is hereby further amended on the following described property:

NAVARINO PLAT LOT 560
Tax Parcel No.: 10-71

NAVARINO PLAT SLY 53 FT OF LOT 561
Tax Parcel No.: 10-72

NAVARINO PLAT NLY 38 FT OF SLY 91 FT OF LOT 561
Tax Parcel No.: 10-72-A

NAVARINO PLAT NLY 38 FT OF SLY 129 FT OF LOT 561
Tax Parcel No.: 10-72-B

NAVARINO PLAT NLY 36 FT OF LOT 561
Tax Parcel Number: 10-72-C

SECTION 2. The conditions imposed on said Planned Unit Development (PUD) are hereby amended as follows:

- A. Permitted Uses. Two (2) two-unit semi-detached dwellings.
- B. Lot Width and Area. No lot shall have less than 27 feet of street frontage and contain a minimum 2800 square feet of buildable lot area **with the following exception:**
 - 1. **Lot 6 may be reduced in width to no less than 24.8 feet of street frontage and contain a minimum of 2,650 square feet of lot area.**
- C. Setbacks, Height and Impervious Coverage.
 - 1. Buildings and paving are precluded within the following required setbacks:
 - a. Front Yard (North Van Buren Street): 3.5 feet

- b. Corner Side Yard (Cherry Street): 11 feet.
 - c. Side Yard (Northernmost property line): 10 feet. Setback may be reduced to no less than 3 feet if all requirements of the Building Code are satisfied including but not limited to the provision of a No Build Easement on the neighboring parcel.
 - d. Interior Side Yard: 0 feet.
 - e. Rear Yard: 20 feet. A detailed transitional buffer shall be provided consistent with Chapter 13-1820(c), Green Bay Zoning Code.
- 2. Overall height of the proposed structures shall not exceed 35 feet.
 - 3. The impervious coverage shall not exceed ~~65%~~ 70%.

E. Landscaping.

- 1. The setback area between the sidewalk and the building façade shall include low level landscaping and may permit lighting.
- 2. A detailed landscape plan shall be submitted and approved, prior to occupancy for each unit. The landscape plan shall identify all proposed plant material, locations, and sizes.

F. Architectural Design.

- 1. All exterior building materials shall be of a durable nature and shall blend to compliment the overall design of the structure.
- 2. No wall that faces a street shall have a blank, uninterrupted length exceeding fifteen (15) feet and shall include the following: change in plane, change in texture and windows.
- 3. Any structures proposed to be constructed over property lines shall be accompanied by an access, use and maintenance agreement found acceptable to the Community and Economic Development Department.
- 4. Any structures proposed to be constructed over property lines shall use materials and finishes compatible and comparable to other elements of the buildings to which they are attached, per approval of the Community and Economic Development Department.

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

H. Parking.

1. Shall be consistent with the standard found in Chapter 13-1700, Green Bay Zoning Code.
2. Areas for service, loading, or trash collection shall not be visible from public rights-of-way. Such screening shall be in compliance with Section 13-1813, Green Bay Municipal Code as applicable.

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

K. Stormwater Management and Grading Plan. If applicable, a stormwater management plan and grading plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City.

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

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

SECTION 4. 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 5. 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

Attachment: Map

GENERAL ORDINANCE NO. 30-20

**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 PERMIT PARKING ONLY 7 AM TO 5 PM MONDAY THROUGH FRIDAY zone:

WASHINGTON STREET, west side, from a point 140 feet south of Stuart Street to a point 375 feet south of Stuart Street.

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING zone:

MAPLE AVENUE, east side, from a point 30 feet south of School Place to a point 20 feet north of School Place.

SECTION 3. Section 29.208, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING 30-MINUTE LOADING zone:

WASHINGTON STREET, west side, from a point 180 feet south of Crooks Street to a point 25 feet south of Crooks 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:

WASHINGTON STREET, west side, from Stuart Street to a point 140 feet south of Stuart Street.

WASHINGTON STREET, west side, from a point 375 feet south of Stuart Street to Crooks Street.

WASHINGTON STREET, west side, from a point 260 feet north of Adams Street to a point 180 feet south of Crooks Street.

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

MAPLE AVENUE, east side, from a point 100 feet south of School Place to a point 20 feet north of School Place.

WASHINGTON STREET, west side, from a point 25 feet south of Admiral Flatley Court to Admiral Flatley Court.

SECTION 6. Section 29.208, Green Bay Municipal Code, is hereby amended to establish the following RIDE SHARE & TAXI LOADING ONLY NIGHTLY FRIDAY THROUGH SUNDAY 6 PM TO 3 AM zone:

DOTY STREET, north side, from Washington Street to a point 95 feet east of Washington 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:

WASHINGTON STREET, west side, from Stuart Street to Crooks Street.

WASHINGTON STREET, west side, from a point 260 feet north of Adams Street to a point 25 feet south of Admiral Flatley Court.

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

APPROVED:

Mayor

ATTEST:

City Clerk

DJAH

ZONING ORDINANCE NO. 10-20

AN ORDINANCE AMENDING
PLANNED UNIT DEVELOPMENT ZO 12-11 ZONING
CERTAIN LANDS LOCATED IN THE 900 AND 1000 BLOCKS OF
LOMBARDI AVENUE AND TONY CANADEO RUN
(ZP 20-20)

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

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

Parcel No. 1-1841-C: PART OF LOT 9 MORRIS & BROMLEYS SUBD OF S1/2 PC 13 WSFR & PART OF PC 14 & 15 WSFR AS DESC IN 673 R 126 EX 669 R 91 & EX J1546-30 & EX J15079-24

Parcel No. 1-1841-C-2: LOT 2 OF 37 CSM 99 BNG PART OF LOT 9 MORRIS & BROMLEY'S SUBD OF S1/2 OF PC 13 WSFR & BNG PART OF PC 14 & 15 WSFR

Parcel No. 1-1841-K: LOT 1 OF 50 CSM 323 BNG PRT OF PC 15 WSFR

Parcel No. 1-1841-J-2: LOT 1 OF 52 CSM 161 BNG PRT OF PC 15 WSFR & PRT OF LOT 2 OF SD CSM DESC IN 2305190

Parcel No. 1-1841-B-1: LOT 1 OF 31 CSM 129 BNG PRT OF PC 15 WSFR & PART OF 11 CSM 357 & PART OF PC 15 WSFR AS DESC IN J27435-01

Parcel No. 1-1841-J: LOT 2 OF 52 CSM 161 BNG PRT OF PC 15 WSFR EX 2305190

Parcel No. 1-1841-F: THAT PRT OF LOT 8 OF MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR & THAT PRT OF PC 14 & 15 WSFR DESC IN 682 R 512 EX J1396-25

Parcel No. 1-1841-M: THAT PRT OF LOT 8 OF MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR & THAT PRT OF PC 14 & 15 WSRF DESC IN 810 R 514 EX J1396-26

Parcel No. 1-1841-E-3: THAT PRT OF LOT 8 MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR AS DESC IN 871 R 119

Parcel No. 1-1841-D: LOT 2 OF 3 CSM 103 EX N 180 FT DESC IN 743 R 288
BNG PRT LOT 8 MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR

Parcel No. 1-1841-B-2: 28,040 SQ FT LOT 2 OF 31 CSM 129 BNG PRT OF PC
15 WSFR EX PRT LYG WITHIN THE VILLAGE OF ASHWAUBENON

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

- A. PURPOSES AND INTENT. The purpose and intent of this Planned Unit Development (PUD) are established as follows.
1. Interim Measure. This PUD is designed as an interim measure in order to be responsive to the businesses that are currently present and the current economic climate that is creating challenges for these businesses. In particular, certain businesses are not visible from the arterial street, and the full development of the area that would draw additional customer traffic has not yet materialized. More sustainable solutions beyond the limited scope of this PUD should continue to be pursued by the businesses and property owners in and around the subject area.
 2. Future Planning Necessary. The future development and enhancement of the Lombardi Avenue corridor should be planned in a collaborative manner, including the establishment of a brand and identity highlighting the unique offerings of this business district. The formation of a business association or even a formal Business Improvement District is strongly recommended. This PUD should then be built upon, updated, and expanded to reflect and implement the results of future planning efforts and stakeholder participation.
 3. Existing Uses Conforming. The intent of this PUD is two-fold with regard to land uses. First, it establishes commercial uses as the desired form of new development and redevelopment. Such commercial uses should be generally consistent and compatible with the uses permissible in neighboring PUDs of a similar nature and in keeping with the Legends District Master Plan. Second, it recognizes, and establishes as conforming, the existing industrial land uses on the subject property. Until such time that market conditions allow for redevelopment to commercial use, the existing industrial uses are suited to their particular locations and shall be allowed to continue and to be modified subject to the limitations of this ordinance, the applicable requirements of the Green Bay Municipal Code, and other applicable regulations.

B. PERMITTED USES. The land uses which may be established and/or maintained on the subject property are as follows:

1. Banks or other financial institutions.
2. General offices.
3. Cultural institutions.
4. General retail, personal services, and business services. Outdoor displays of merchandise are permitted subject to:
 - a. Display is not motor vehicles. (Vehicle sales uses are not permitted.)
 - b. Display is accessory to the principal use.
 - c. Display is within 10 feet of the main structure.
 - d. Display is not located in a required yard or parking area.
 - e. Display is not advertising.
 - f. Display does not involve storage of items not sold on site.
 - g. Display is maintained in a neat and orderly manner.
 - h. Display only allowed during regular business hours.
5. Restaurants and taverns or bars, including outdoor dining areas and indoor play areas. (Note that Zoning Petition 06-08 granted a conditional use to permit to allow for a restaurant or bar with entertainment including outdoor, live, or amplified music on Parcel No. 1-1841-J-2, Champion's Sports Bar and Grill. That conditional-use permit continues to be in effect.)
6. Theaters.
7. Indoor recreation facilities.
8. Accessory buildings and uses customarily incidental to any of the uses when located on the same premises.
9. Other suitable uses are detailed in the Legends District Master Plan.

C. CONDITIONAL USES.

1. Outdoor commercial recreation areas
2. Hotels. (Note that Zoning Petition 06-08 granted a conditional use permit for a hotel on Parcel No. 1-1841-K, Cambria Suites. That conditional-use permit continues to be in effect.)
3. Drive-through facilities, except that a drive through facility shall not be permitted to face the street frontage under any circumstances.

D. USES OF PARCEL NO. 1-1841-C. Part of the intent of this PUD is to allow the ongoing maintenance of the existing uses of Parcel No. 1-1841-C (Hudson-Sharp, Saranac) and to also allow for the modification, alteration, or expansion of those uses without amending this ordinance. In addition to the potential land uses allowed under Sections 2.B and 2.C above, the existing uses of Parcel No. 1-1841-C may be maintained, modified, altered, or expanded in conformance with the underlying zoning district.

- E. PROHIBITED USES. Any and all other uses of the subject property, other than the uses permitted pursuant to the provisions of Section 2 or appurtenant thereto which are or may otherwise be permitted under the applicable provisions of the Zoning Ordinance, Chapter 13, Green Bay Municipal Code, as now or hereafter amended, are hereby expressly prohibited and shall not be established and/or maintained without specific amendment to this ordinance made as required by law.
- F. Dimensional and Area Requirements. Dimensional and area requirements for principal and accessory structures on the subject property shall be as required in the C1 – General Commercial District as set forth in Section 13-800, Green Bay Municipal Code. These requirements shall also meet the standards provided in Chapter 4 of the Legends District Master Plan (Exhibit C).
1. Parcel No. 1-1841-K. The maximum allowable building height on Parcel No. 1-1841-K (Cambria Suites) shall be 70 feet. (Zoning Petition 06-08)
- G. OFF-PREMISE DIRECTIONAL SIGNAGE. In order to promote visibility for the existing businesses located on Tony Canadeo Run while the area is not yet fully developed, one off-premise directional sign shall be permitted for a one-year period in the location shown on Exhibit A. Such signage shall be limited and controlled in order to prevent a proliferation of off-premise directional signage and shall meet the following requirements:
1. The materials, color, appurtenant landscaping, and overall design shall be generally consistent with that shown in Exhibit B and shall also comply with the following requirements:
 - a. The sign shall not mimic public directional signage design.
 - b. The sign design concept shall include complementary landscaping.
 - c. The sign base shall utilize vinyl, painted or coated metal, masonry, or stone to conceal any wooden posts and to increase durability.
 2. The maximum area of the sign face shall be eight (8) square feet per side for a total of 16 square feet.
 3. Sign height shall not exceed six (6) feet.
 4. If lighted, the sign shall utilize external illumination.
 5. The sign shall be located on private property (outside of the right-of-way) and outside of any required vision corner.
 6. The sign may be located inside the front or side yard setback areas but shall be located so as to not obstruct traffic views of vehicles or pedestrians or in any way create a safety hazard.
 7. A written agreement between the owner(s) of Parcel No. 1-1841-C and those businesses identified on the sign shall be submitted with the sign permit application and maintained as long as the sign is present. An easement is the preferred form of agreement.

8. If the timeframe of this PUD is not extended as described under Section 2.I, then the sign shall be removed at the time that the PUD expires, is rescinded, or is otherwise modified to affect the allowance for off-premise directional signage.
9. Signs shall also meet the general intent of the Legends District Master Plan, as well as Chapter 4 (Exhibit C).

H. OTHER ZONING REQUIREMENTS. Where regulations are not specified by this ordinance, including Exhibit C, the applicable requirements of the Zoning Ordinance and Green Bay Municipal Code shall govern. Where zoning requirements are specific to a particular district, the regulations of the C1 – General Commercial District shall govern.

I. REVIEW AFTER ONE YEAR. After a period of approximately one year from the effective date of this PUD, the Plan Commission and City Council shall review the results and effectiveness of this PUD. To be included in this review are progress by the area businesses toward coordinating a planning or branding effort for the Lombardi Avenue corridor, and the results of allowing for the off-premise directional signage. Based on findings, the Plan Commission and City Council may at that time act to extend, remove, or otherwise modify this PUD ordinance, rescind this PUD ordinance, or require further study.

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:

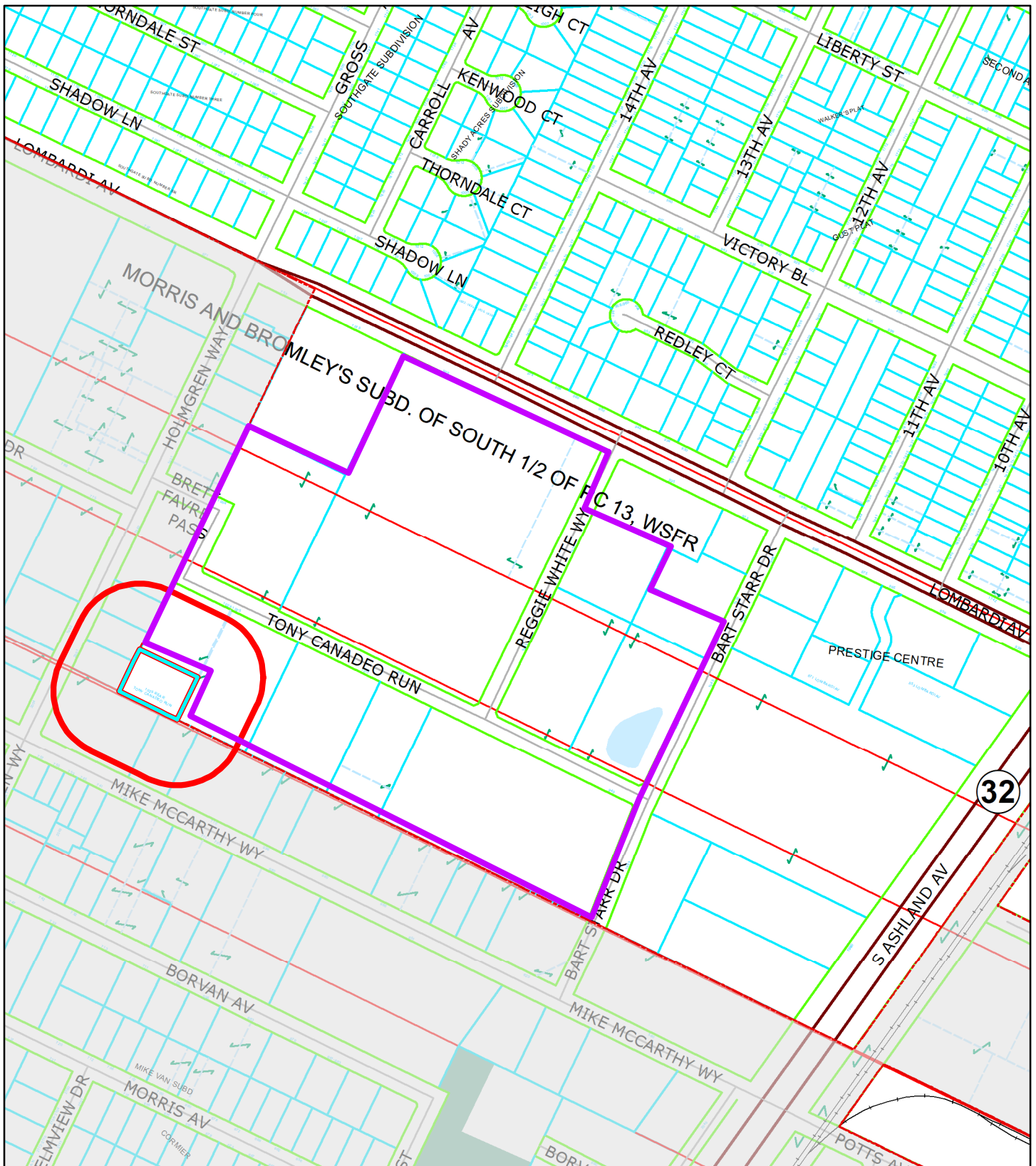
Mayor

ATTEST:

Clerk

sjh

Attachments: Exhibit A – Conceptual Site Plan
Exhibit B – Sign Design Concept
Exhibit C – Chapter 4, Design Standards, Legends District Master Plan
Location Map



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 29 Jul 2020 X:\Planning\Basemaps\template_8.5x11.mxd

ZP 20-20 PUD Amendment **2001 Holmgren Way, Legends District**



- Subject Parcel
- 200' Notification Area
- Existing Legends PUD Boundary

GENERAL ORDINANCE NO. 32-20

**AN ORDINANCE
CREATING SECTION 13-1714-5,
GREEN BAY MUNICIPAL CODE,
RELATING TO GAME DAY PARKING**

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

SECTION 1. Section 13-1714-5, Green Bay Municipal Code, is hereby created to read:

Sec. 13-1714-5. **Game Day Parking.** The Director of Community and Economic Development and/or Director of Public Works may permit vehicles to be parked on the front, side, and rear yards of residential, mixed-use, commercial, and industrial zoned parcels, on the days games are played in the City of Green Bay by professional football teams of the National Football League and/or during the day of a special event held at Lambeau Field when the event is expected to exceed an estimated attendance of twenty thousand (20,000) individuals, provided, however, that all parking shall occur outside the vision triangle as required in Section 13-510, GMBC.

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 hereon 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 8/18/2020

GENERAL ORDINANCE NO. 31-20

**AN ORDINANCE
AMENDING SECTION 13-522(a),
GREEN BAY MUNICIPAL CODE,
RELATING TO PERMITTED TEMPORARY
USES AND STRUCTURES**

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

SECTION 1. Section 13-522(a), Green Bay Municipal Code, is hereby amended as follows:

(7) On the days games are played in the City of Green Bay by professional football teams of the National Football League and/or by collegiate teams at Lambeau Field, areas zoned commercial and industrial may permit the temporary stay of recreational camping vehicles, not to exceed two (2) days prior to nor two (2) days after the game, provided that a site plan is filed by the property owner in accordance with Chapter 13-1800 and all of the following requirements are met:

- (a) Each individual camp site is located and identified by a site number.**
- (b) Each camp site has direct access to a minimum twenty (20)-foot aisle space.**
- (c) The plan for electrical hook-ups for guests is code-compliant.**
- (d) The site plan identifies the availability of restrooms for guests.**
- (e) Fire pits and open flames shall be regulated by the City fire department.**
- (f) The site plan designates refuse and recycling areas.**

(7)(8) Additional temporary uses. All other temporary uses or structures are prohibited unless application is made to the planning department, which may allow other temporary uses and structures for a maximum of 15 days per calendar year, provided that staff determines that the proposed temporary use or structure is substantially similar to a temporary use or structure listed above.

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 hereon 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

8/18/2020

GENERAL ORDINANCE NO. 23-20

AN ORDINANCE
AMENDING SECTION 21.09,
GREEN BAY MUNICIPAL CODE,
RELATING TO CROSS-CONNECTION CONTROL PROGRAM

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

SECTION 1. Section 21.09, Green Bay Municipal Code, is hereby amended to read:

21.09 CROSS-CONNECTION CONTROL PROGRAM. The Green Bay Water Utility shall cause a cross-connection ~~survey~~ **inspection** to be conducted and **shall** enforce this subsection.

(1) ADOPTED STATE LAW.

(a) *Definitions.* Section SPS 381.01, Wis. ~~Adm.~~ **Admin.** Code, as it may be amended from time to time, is hereby adopted by reference and incorporated as though fully set forth herein.

(b) ~~Cross-Connections~~ **Cross-connections.** Sections NR 810.15 and SPS 382.41, Wis. ~~Adm.~~ **Admin.** Code, as they may be amended from time to time, are hereby adopted by reference and incorporated as though fully set forth herein.

(c) ~~Local Well Regulation~~ **well regulation.** Section NR 810.16, Wis. ~~Adm.~~ **Admin.** Code, as it may be amended from time to time, is hereby adopted by reference and incorporated as though fully set forth herein.

(2) ~~SURVEYS~~ **INSPECTIONS.** ~~Cross-Connection Surveyors~~ **Cross-connection inspectors** must meet the qualifications contained in the ~~City of Green Bay's Cross-Connection Control Plan~~ **City's cross-connection control program** as approved by the Wisconsin ~~DNR~~ **Department of Natural Resources.** The water utility shall cause a survey for every residential service on a schedule matching meter replacement. The water utility shall cause a ~~survey~~ **cross-connection inspection** of every industrial, commercial and public authority service a ~~minimum of once every two (2) years.~~ Commercial properties of similar or lesser risk to residential properties may follow the same schedule as residential properties. The water utility may obtain a special inspection warrant if consent to entry for survey purposes has been refused. **on the following schedule:**

(a) Every residential service shall be inspected on a schedule matching the Water Utility meter replacement schedule.

(b) All services on commercial properties that are no more complex than residential services shall be inspected every six (6) years.

(c) All services on multi-family and public authority (parks) properties shall be inspected every ten (10) years.

(d) All services on industrial properties and commercial properties with plumbing more complex than typical residential properties, and public authority services other than parks, shall be inspected a minimum of once every two (2) years.

(e) The water utility may obtain a special inspection warrant if consent to entry for inspection purposes has been refused.

(3) DISCONTINUANCE OF WATER SERVICE. Section PSC 185.37, Wis. ~~Adm.~~ **Admin.** Code, as it may be amended from time to time, is hereby adopted by reference and incorporated as though fully set forth herein.

(4) REGULATIONS. The owner of a property shall install a backflow preventer, air-gap separation, or other mechanism at the service connection to protect the public water system upon demand of the water utility for any of the following reasons:

(a) An internal cross-connection cannot be permanently corrected or controlled.

(b) Plumbing system is designed in a manner that it is impracticable or impossible to ascertain whether cross-connections exist.

(c) A dangerous material is handled in such a manner on site that it creates an actual or potential health hazard to the public water system.

(d) The plumbing system services a sewage treatment plant, hospital, mortuary, plating plant or car wash.

(e) An undue health threat is posed because of the presence of toxic substances at the plumbing system's site.

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

7/21/2020