



AGENDA OF THE COMMON COUNCIL

TUESDAY, SEPTEMBER 15, 2020, 6:00 PM

**This is a virtual Zoom meeting.
Please see information in the agenda.**

A. Zoom Meeting Information.

- I. This item contains documents which provide call in information and instructions for the Zoom Meeting.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

- I. The invocation will be led by Alder John VanderLeest, District 11.

E. Approval of Minutes.

- I. Approval of the clarification to the minutes from the August 18, 2020 Common Council Meeting.
2. Approval of the minutes from the September 4, 2020 Common Council Meeting.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

I. **Re-appointments:**

Landmarks Commission

Ian Griffiths, 1023 S. Van Buren Street, Green Bay, 54301

Term to expire: September 1, 2023

David Siegel, 144 Rose Lane, Green Bay, 54302

Term to expire: September 1, 2023

Sustainability Commission

Ned Dorff, 1321 Emilie Street, Green Bay, 54301

Term to expire: September 1, 2023

J. **Ordinances - Second Reading for Adoption.**

1. 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.

2. General Ordinance No. 32-20

An ordinance creating Section 13-1714-5, Green Bay Municipal Code, relating to game day parking.

3. General Ordinance No. 31-20

An ordinance amending Section 13-522(a), Green Bay Municipal Code, relating to permitted temporary uses and structures.

4. General Ordinance No. 30-20

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

5. General Ordinance No. 23-20

An ordinance amending Section 21.09, Green Bay Municipal Code, Relating to Cross-Connection Control Program.

K. **Report of the Finance Committee (September 8, 2020).**

1. To approve a 2021 leasing program with Enterprise Fleet Management for a portion of the city's support vehicle fleet.

2. To receive and place on file an update on the status of the 2020 City of Green Bay budget, including impacts and changes caused by the COVID-19 pandemic.

L. **Report of the Redevelopment Authority. (August 25, 2020)**

1. To approve 12 months of deferred payments and interest on the RDA-TIF loan that was made to the Quality Inn & Suites at 321 S. Washington Street (Parcel 13-39).

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

M. Report of the Improvement & Services Committee (September 9, 2020).

1. To deny the request by Bryan Hoff to appeal the nuisance, litter and solid waste materials invoice of \$411.89 at 1019 Velp Avenue.
2. To approve the request by Dan Schmidt for an exemption to the provisions of Section 9.41 (1) (d), Green Bay Municipal Code, regarding repayment of deferred special assessments on Parcel 21-6668-55-1 and have Developer pay \$11,604.24.
3. To approve the request by Kapla Enterprises LLC for permission to employ City trash and recycling tipper carts at an apartment complex located at 1747-1749 Oakdale Avenue allowing 8 garbage carts and 6 recycling carts.
4. To approve the request by the residents of the Eaton Heights Subdivision for a sidewalk study on the east side of N. Huron Road from Humboldt Road to the south STH 54/57 Interchange. (Ald. Dorff)
5. To hold the request to rescind or reduce the long grass/weed compliance cutting charge of \$178.30 on Invoice 133126 for Rexford Buxton at 311 N. Oakland Avenue. (Ald. Johnson)
6. To refer back to Department of Public Works staff to present to the Improvement and Services Committee a few options for more effective downtown snow bank management. It's requested that examples be provided from the 10 largest municipalities in the state. (Alds. Johnson and Scannell)
7. To refer to Park Committee to look at the layout plan of the Green Bay Metro Boat Launch to see if there are potential renovations/updates to enhance potential renovations/updates to enhance efficiencies of the facility. Also, to take a look at Brown County boat launch facelift including the potential vacant Eagles Nest location on Nicolet Drive, as to how they may affect or enhance the Green Bay Metro Boat Launch locations. (Ald. Steuer)
8. To refer to Plan Commission to review Zoning Code 13.541 pertaining to "fence location and heights" in order to seek updates on revisions to increase the efficiency of the ordinance. (Ald. Steuer)
9. To approve the revised policy as read for reimbursement to property owners who repair tree-damaged sidewalk. (Ald. Wery)
10. To approve the request by Matthew Johnson for additional compensation related to replacement of tree-damaged sidewalk at 1420 Frank Street and granting additional compensation up to \$7.75 per square foot in accordance with new policy. (Ald. Wery)

11. To approve the request by Department of Public Works to award a Professional Engineering Service Contract to McMahon Associates, Inc. for Hydrologic / Hydraulic Analysis for Storm Basin 342 & 342A (Mason Street to Timberland Drive, Sandstone Place to Crestwood Drive) to investigate potential high water complaints during intense rain events around LaCount Creek (Parkway), Shepherds Path, Sorenson Drive and East Sorenson Drive in the amount of \$33,400.
12. To approve the request by Department of Public Works to award a Professional Engineering Service Contract to McMahon Associates, Inc. for Hydrologic / Hydraulic Analysis for Storm Basin 581 including all subbasins, with specific emphasis to look at the high water issues during intense rain events along East Shore Circle, East Shore Drive from Irwin Avenue to Danz Avenue, and Irwin Avenue adjacent to Bay Beach Amusement Park in the amount of \$79,700.
13. To approve the request by Department of Public Works to award a Professional Engineering Service Contract to Collins Engineers, Inc. for waterfront modifications for Leicht Park to investigate and complete preliminary design of fender and mooring systems for cruise ship docking in the amount of \$26,200.
14. To approve the request by Department of Public Works to award a Professional Engineering Service Contract to Walker Consultants for the analysis of post-tension structural members at Pine Street Ramp and design of repairs in the amount of \$22,085.
15. To approve the request by Department of Public Works to award the 2020 contract for chemical root treatment to Duke's Root Control, Inc. in the amount of \$47,411.31 with 4 annual renewals.
16. To approve ratification of the Agreement Between Green Bay Packaging Inc. and the City of Green Bay regarding the Transfer of TSS Waste Load Obligations Under the Fox River Total Maximum Daily Load.
17. To approve the Tripartite Agreement between New Water, the City of Green Bay, and Green Bay Packaging regarding discharge of pretreated process wastewater from the new paper mill to NEW Water's mill interceptor.
18. To approve the award of the following contracts:
 - A. MONROE AVENUE RETAINING WALL to the low responsive bidder, Highway Landscapers, Inc., in the amount of \$46,369.
 - B. RFB #3251 GREEN BAY METRO EXTERIOR SIGN REPLACEMENT referred to Transit Commission.
19. To receive and place on file the award of the following contracts:
 - A. SEWERS 7-20 MINI SEWERS to the low responsive bidder, Kip Gulseth Construction Co., Inc., in the amount of \$157,620.
 - B. SEWERS 8-20 FINGER ROAD SANITARY SEWER to Advance Construction, Inc., in the amount of \$387,403.49.

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

A. Granting of Licenses

I. Sidewalk Builder

- a. Al Dix Concrete LLC
- b. Concrete Solutions, Inc.

N. Report of the Protection & Policy Committee (September 3, 2020).

1. To hold a communication from Ald. 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, & August 10, 2020 Protection & Policy meetings and to re-notice this item to read a "a communication from Ald. Barbara Dorff to research and create a equal rights ordinance for the City of Green Bay," previously discussed at the July 8, 2019, July 13, 2020, & August 10, 2020 Protection & Policy meetings.
2. To approve an appeal by Branden Neidl regarding the denial of his operator's license.
3. To recommend the Council waive the ordinance requirements for an outdoor premises and to approve an application for an available "Class B" Combination license for Sliced on Main, LLC at 1238 Main St. with licensed premises description as "1800 sq ft building, kitchen, 2 bathrooms, walk-in cooler, large bar room, small patio," with the approval proper authorities. (Previously licensed as Main St. Dreams during the 2019-2020 license year).
4. To amend a request by Alderman Wery to approve a resolution in support of the Green Bay Police Department and to strike from the last paragraph " the innocent" and replace with "protecting all", add a statement that the police protect the constitutional rights rights of the community and to make appropriate grammatical changes.
5. To receive and place on file The Liquor Violation Report for September 3, 2020.

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

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

P. Report of the Plan Commission. (August 31, 2020)

1. To deny the amendment of the Comprehensive Plan for the property located at 215 Elizabeth Street from Medium Density Retail, Office or Housing (MIROH) to Commercial (C). (Public hearing held 08/31/20)
2. To rezone 1748 Main Street from General Commercial (C1) to Highway Commercial (C2). (Public hearing held 08/31/20)
3. To postpone the request to authorize a Conditional Use Permit (CUP) for Material Recovery Facility & Automobile Salvage Operation, at 1156 Velp Avenue until the next scheduled Plan Commission meeting to gather additional information for clarification of the request. (Public hearing held 08/31/20)

Q. Report of the Personnel Committee (September 8, 2020).

- I. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Forestry Worker I - Parks, Recreation & Forestry
 - b. Real Estate Specialist - Economic Development
2. No recommendation to award a 3 year contract for crossing guard services to All City Management Services, Inc. the highest scoring proposer of RFP #3262 for the sum of \$1,314,672.
3. To approve Health, Dental, Vision, Life and Disability benefits starting on January 1, 2021.
4. To approve the extension of the First Emergency Responder FFCRA leave to November 6, 2020 to coincide with the reimbursement from the Routes to Recovery: Local Government Aid Grants Program.

R. Report of the Public Arts Commission. (August 26, 2020)

- I. To select Concept B for the Danz Park artistic seating project, with the modification that two (2) backless benches be created.

S. Receive and Place on File.

- I. Building Permit Report for August 2020.
2. The Municipal Court Report for August 2020.

T. Resolutions.

- I. Resolution authorizing relocation of polling places for Wards 6, 7, 9, 14, 22, 23, 25, 36, 37, 39, and 40.
2. Resolution drawing final orders to contractors for September 15, 2020.
3. Resolution in support of the Green Bay Police Department.

U. Ordinances - First Reading.

- I. Zoning Ordinance No. 12-20
An Ordinance rezoning property located at 1748 Main Street from General Commercial (C1) to Highway Commercial (C2) District.

V. Referral of Petitions & Communications.

- I. A request by Ald. Brian Johnson For consideration and possible action to initiate negotiation on the purchase of 2350 E Mason Street a/k/a East Town Mall.
<https://founders3.com/property/unique-redevelopment-opportunity/>

W. Adjournment.

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

Virtual Meeting Instructions



Common Council 9-15-20

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/82816395746>

Meeting ID: 828 1639 5746

Passcode: 227873

One tap mobile

+13126266799,,82816395746#,,,,,0#,,227873# US (Chicago)

+19292056099,,82816395746#,,,,,0#,,227873# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 828 1639 5746

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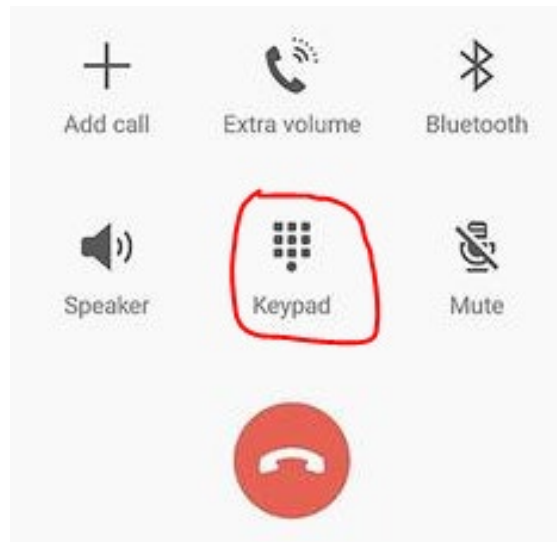
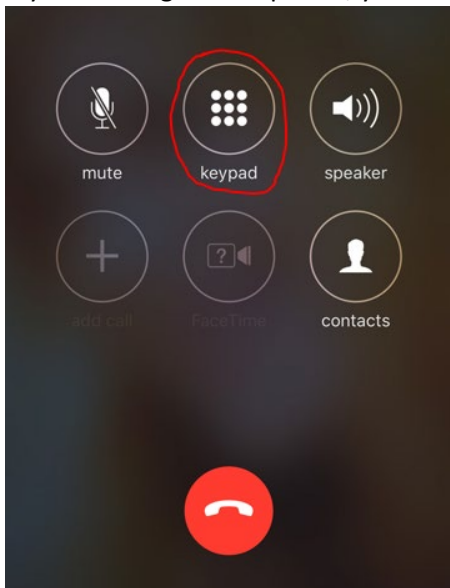
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Additional Information

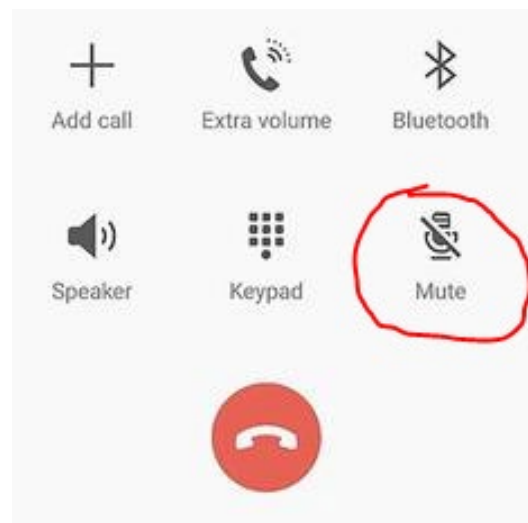
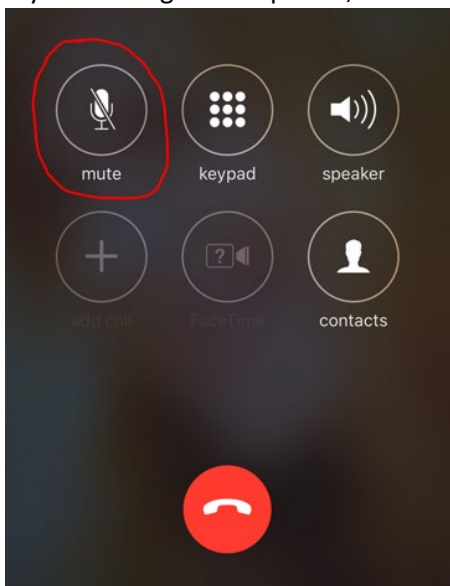
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.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



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:

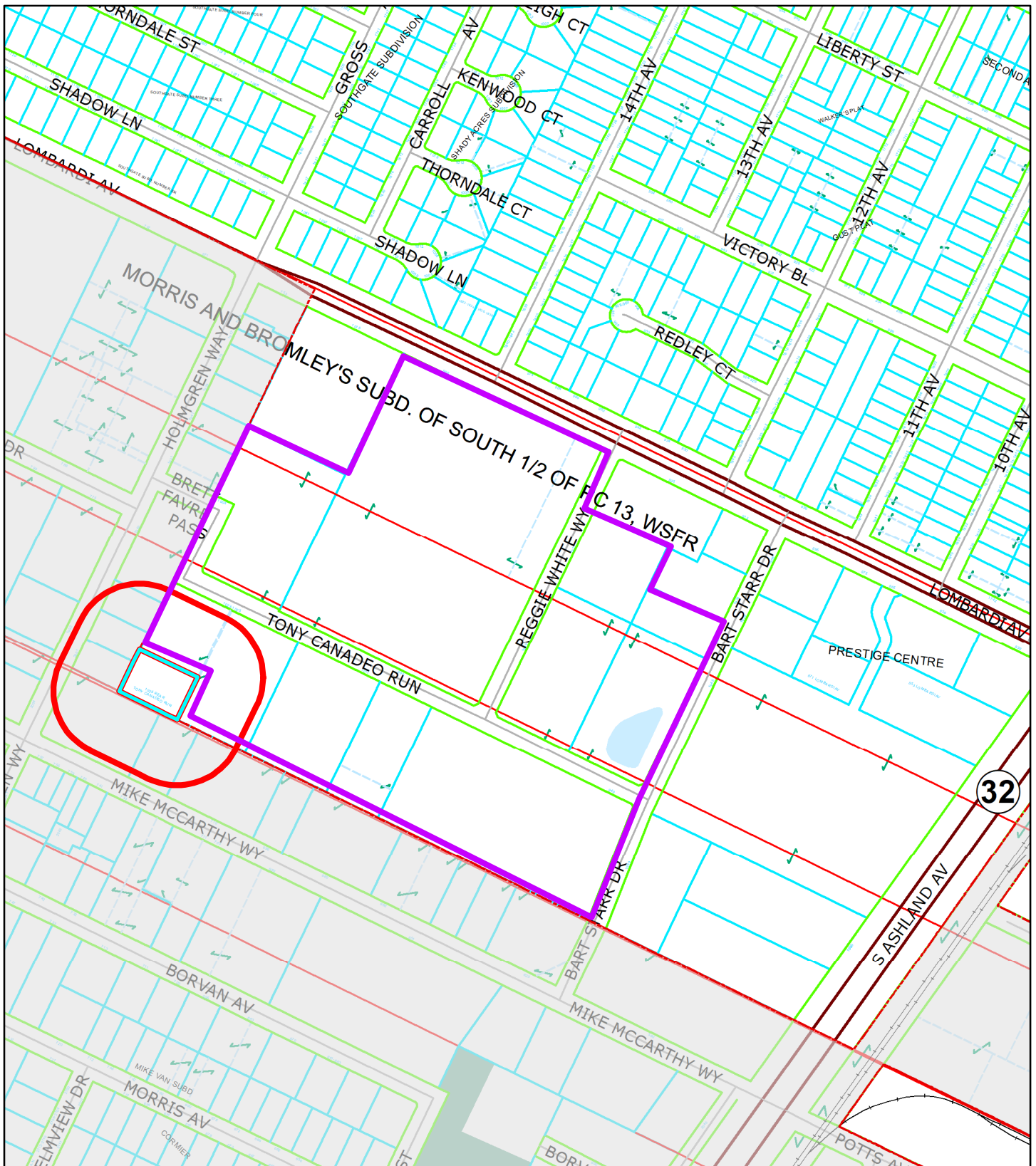
Mayor

ATTEST:

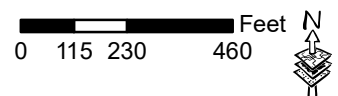
Clerk

sjh

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



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

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. 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

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
Finance Committee
of the City of Green Bay

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # K.1

To approve a 2021 leasing program with Enterprise Fleet Management for a portion of the city's support vehicle fleet.

BACKGROUND

RECOMMENDATION

Staff recommendation to move forward with Plan A – to replace 45 vehicles in 2021

- Current DPW support vehicles average 8 yrs

- Current Parks support vehicles average 11 yrs

- Program offers budget savings overall – both capital and operating

- Budget year 1 & 2 are cost neutral to current plan

- Reduces cash flow, more sustainable

- New vehicles could reduce fuel usage and maintenance costs

- Program goal to replace vehicles at optimal time

- Procurement under RFP through Sourcewell

- Review program on an annual basis

FISCAL IMPACT

ATTACHMENTS

1. 2020-09-15 Council--City of Green Bay & Enterprise Fleet Synopsis
2. Leasing presentation - Finance Comm 9-8-2020



FLEET MANAGEMENT

PREPARED FOR:



Ben Walljasper

FLEET CONSULTANT

(262) 446-0501

PHONE

EMAIL



SUPPORT FLEET SYNOPSIS | CITY OF GREEN BAY

THE SITUATION

Current light duty fleet age is negatively impacting the overall budget and fleet operations

- **40%** of the light duty fleet is currently 10 years or older
- **72%** of the light duty fleet is currently 6 years or older
- **9.8 years** is the current average age of the fleet
- **16 years** – time it would take to cycle this entire segment of the City's fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$600,000 in first 5 years

- Shorten the current average vehicle life cycle from 16 years closer to 5 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Budget year 1 and 2 require no additional bonding vs. the average \$200,000 each year over the past 10 years
- Significantly reduce Maintenance by up to an estimated 60%
- Reduce the overall fuel spend through more fuel efficient vehicles by an estimated 25%
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity
- Review program on an annual basis

Additional Benefits

- Improved Safety and Risk with newer vehicles and up to date safety technology
- Less downtime and more time for City mechanics to focus on larger, more expensive vehicles/equipment
- Replacing vehicles more frequently offers the best vehicles for the job and most cost effective options consistently

Piggyback The Sourcewell awarded RFP #060618-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the city
- Supports the city's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

THE RESULTS

By partnering with Enterprise Fleet Management, the City of Green Bay will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. Leveraging an open-ended lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, the City of Green Bay will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 114% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, the City of Green Bay will have a much more sustainable and predictable budget moving forward.

SUPPORT FLEET PROFILE | CITY OF GREEN BAY

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage
Compact Sedan	14	8.7	7,100
Full-size Sedan	4	10.6	6,800
Minivan-Cargo	8	8.4	6,100
Full-size Van-Passenger	3	16.5	6,300
1/2 Ton Van Cargo	9	15.3	5,900
3/4 Ton Van Cargo	2	6.9	8,000
Compact SUV 4x4	16	6.1	8,500
Compact Pickup Ext 4x2	2	2.7	12,600
1/2 Ton Pickup Reg 4x2	14	11.6	7,600
1/2 Ton Pickup Ext 4x4	14	6.5	12,500
1/2 Ton Pickup Quad 4x2	2	5.3	7,900
3/4 Ton Pickup Reg 4x2	19	14.2	6,500
3/4 Ton Pickup Reg 4x4	14	8.7	7,100
3/4 Ton Pickup Ext 4x4	4	6.6	9,100
3/4 Ton Pickup Quad 4x2	4	9.1	6,100
1 Ton Pickup Reg 4x4	2	5.8	3,200
1 Ton Pickup Quad 4x4	1	2.3	13,600
1 Ton Cab Chassis	5	12.4	7,000
1 1/2 Ton Cab Chassis	3	14.8	5,000
Totals/Averages	140	9.8	7,700

CASE STUDY | CITY OF GREEN BAY

CASE STUDY | CITY OF WAUSAU



City of Wausau Improves Light-Duty Fleet and Saves More Than \$482K Over 4-Years.

BACKGROUND

Location: Wausau, WI
Industry: Government
Total vehicles: 64 vehicles

THE PROBLEM

The City of Wausau's light-duty fleet had an average age of 9 years. City mechanics were spending time reactively handling maintenance and repairs to keep the aging vehicles on the road. Maintenance and fuel expenses continually increased for the city as aged vehicles lost efficiency over time. The city's budget for the fleet dictated when vehicles could be replaced. Once vehicles qualified for replacement by the city's standards, they had very little resale value and were only being sold through public auction.

THE SOLUTION

Enterprise Fleet Management proposed a 4-year replacement strategy to help refresh the City's Light-Duty Fleet. By leveraging a Government Equity Lease funding platform, they were able to replace vehicles each year to fit within their purchase budget. With a replacement strategy that had them cycling vehicles faster, the City has seen an increase in resale returns.

"The decision to work with Enterprise Fleet Management to improve our light-duty fleet has been one of the best we've made. Not only are we seeing the financial savings, but our mechanics have been able to focus more of their time on more expensive, specialized equipment and machinery. Our employees also appreciate driving newer, safer vehicles with better features to make doing their job easier."

— Mark Hansen, Fleet and Facilities Manager

THE SOLUTION

Additional benefits to the replacement strategy include a 35% improvement in fuel economy, and an average of \$30,000 in annual maintenance costs.

THE RESULTS

The City of Wausau has experienced a \$482,697 net budget savings over the past 4 years compared to the average budget prior to partnering with Enterprise Fleet Management. These savings were realized even as the total miles traveled by the City increased from 118,000 in 2015 to roughly 328,000 total annual miles in 2019 (177% increase). The partnership has also allowed the City of Wausau to reduce the average age of their vehicles down to 4 years, and presents creative opportunities, as in 2019, when the City was able to turn in 4 leases early for net cash return of \$33,961.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

\$482,697
NET BUDGET SAVINGS
OVER 4 YEARS



35%
IMPROVEMENT
AVERAGE MPG
OVER 4 YEARS

177%
INCREASE IN ANNUAL MILEAGE
WITH AVERAGE ANNUAL FLEET
SAVINGS OF 38%



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ACCOUNT MANAGEMENT

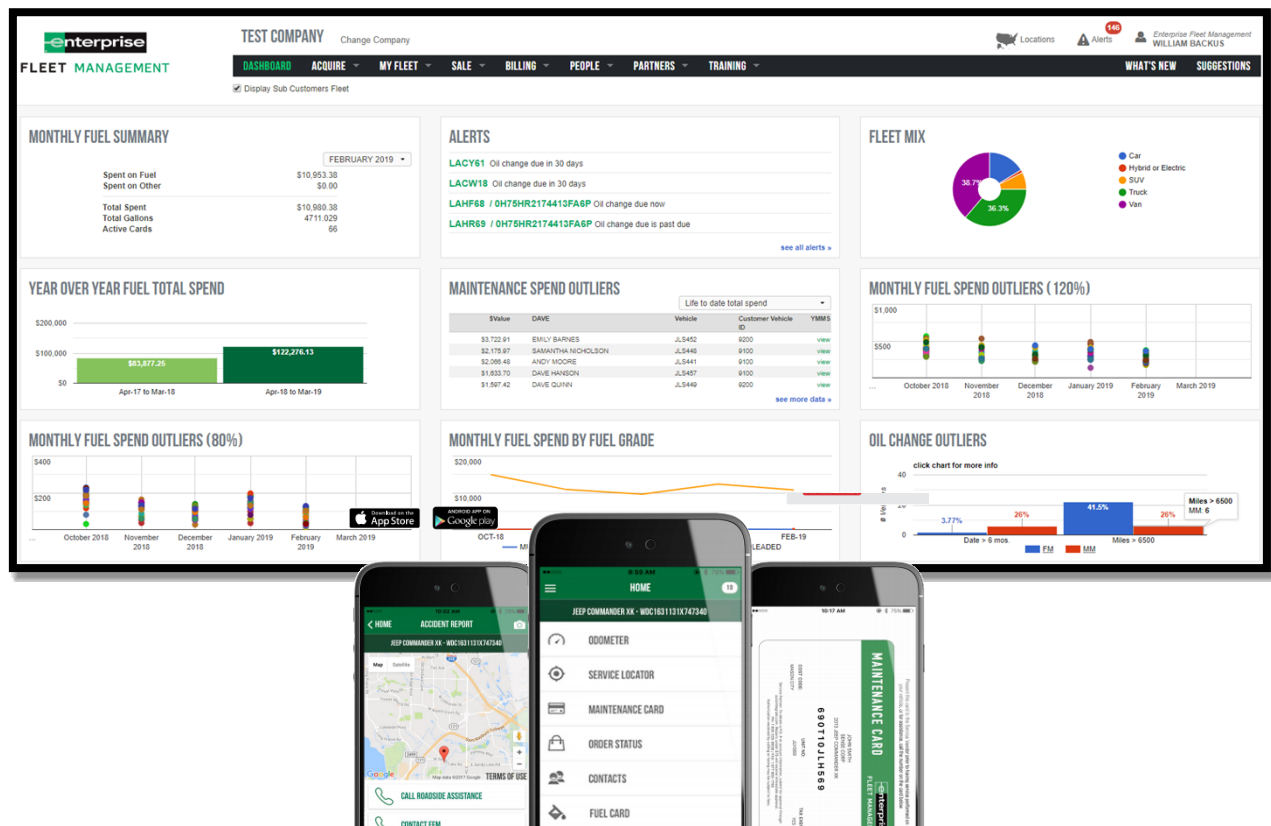
The City of Green Bay will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 2-3 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | CITY OF GREEN BAY

CURRENT PARTNERS:

- City of La Crosse
- Marathon County
- City of Manitowoc
- City of Wausau
- Shawano County
- City of Oak Creek
- Green Lake County
- City of Ashland
- Dunn County
- Buffalo County
- Grant County
- Polk County
- La Crosse County
- Oconto County

REFERENCE:

Below is a list of at least two (2) client references including company name, contact person, and telephone number.

1. City: **City of Manitowoc**
Business Phone #: (920) 686-6961
Contact Person: Steve Corbeille, Finance Director
2. City: **City of Oak Creek**
Business Phone #: (414) 766-7060
Contact Person: Andrew Vickers, City Administrator

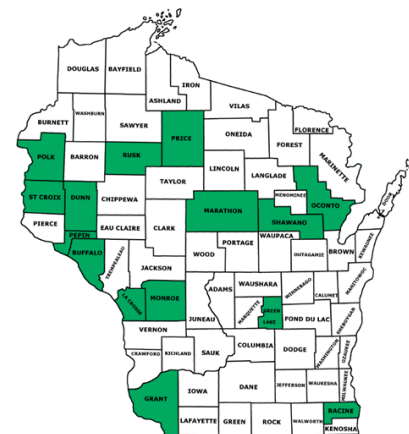
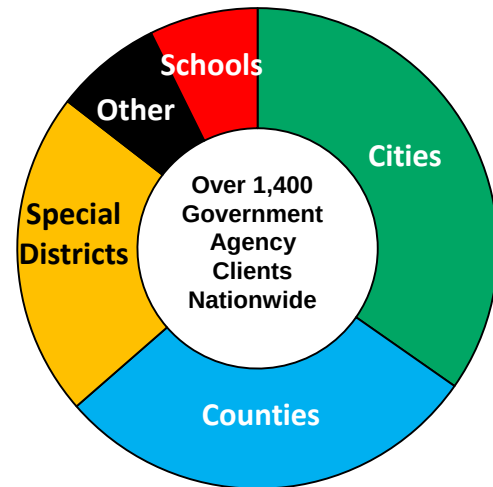
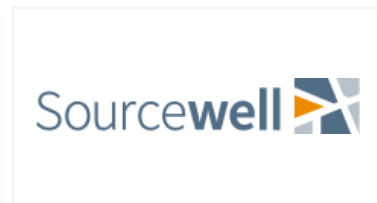
COOPERATIVES:

- TIPS/TAPS USA
- SOURCEWELL



City of Green Bay

LOCAL GOVERNMENT PARTNERS



Fleet Profile

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage
Compact Sedan	14	8.7	7,100
Full-size Sedan	4	10.6	6,800
Minivan-Cargo	8	8.4	6,100
Full-size Van-Passenger	3	16.5	6,300
1/2 Ton Van Cargo	9	15.3	5,900
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3/4 Ton Pickup Reg 4x4	14	8.7	7,100
3/4 Ton Pickup Ext 4x4	4	6.6	9,100
3/4 Ton Pickup Quad 4x2	4	9.1	6,100
1 Ton Pickup Reg 4x4	2	5.8	3,200
1 Ton Pickup Quad 4x4	1	2.3	13,600
1 Ton Cab Chassis	5	12.4	7,000
1 1/2 Ton Cab Chassis	3	14.8	5,000
Totals/Averages	140	9.8	7,700

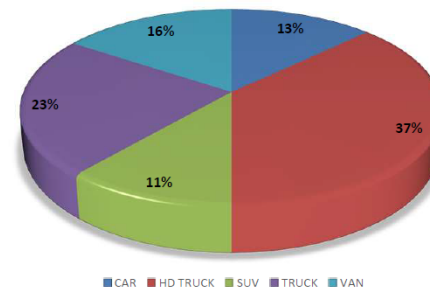
Fleet Replacement Schedule

2020	2021	2022	2023	2024	Under-Utilized
5	4	4	1	0	0
2	0	1	1	0	0
1	3	3	0	0	1
3	0	0	0	0	0
7	0	2	0	0	0
0	1	0	1	0	0
2	4	1	3	6	0
0	0	0	1	1	0
9	1	0	2	2	0
4	2	1	5	2	0
0	0	1	1	0	0
12	0	4	1	2	0
7	1	1	0	5	0
0	1	1	2	0	0
2	0	1	0	1	0
0	0	0	0	1	0
3	0	1	0	1	0
2	0	0	1	0	0
59	17	22	20	21	1

Replacement Criteria

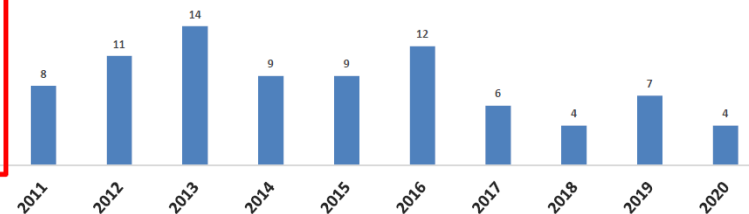
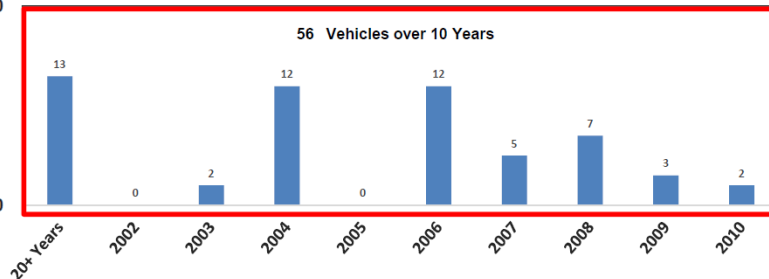
- * Fiscal Year 2020 = 10 years old and older, or odometer over 100,000
- * Fiscal Year 2021 = 8 years old and older, or odometer over 80,000
- * Fiscal Year 2022 = 6 years old and older, or odometer over 65,000
- * Fiscal Year 2023 = 4 years old and older, or odometer over 45,000
- * Fiscal Year 2024 = Remaining Vehicles
- * Underutilized = Annual Mileage less than 2,750

Vehicle Types

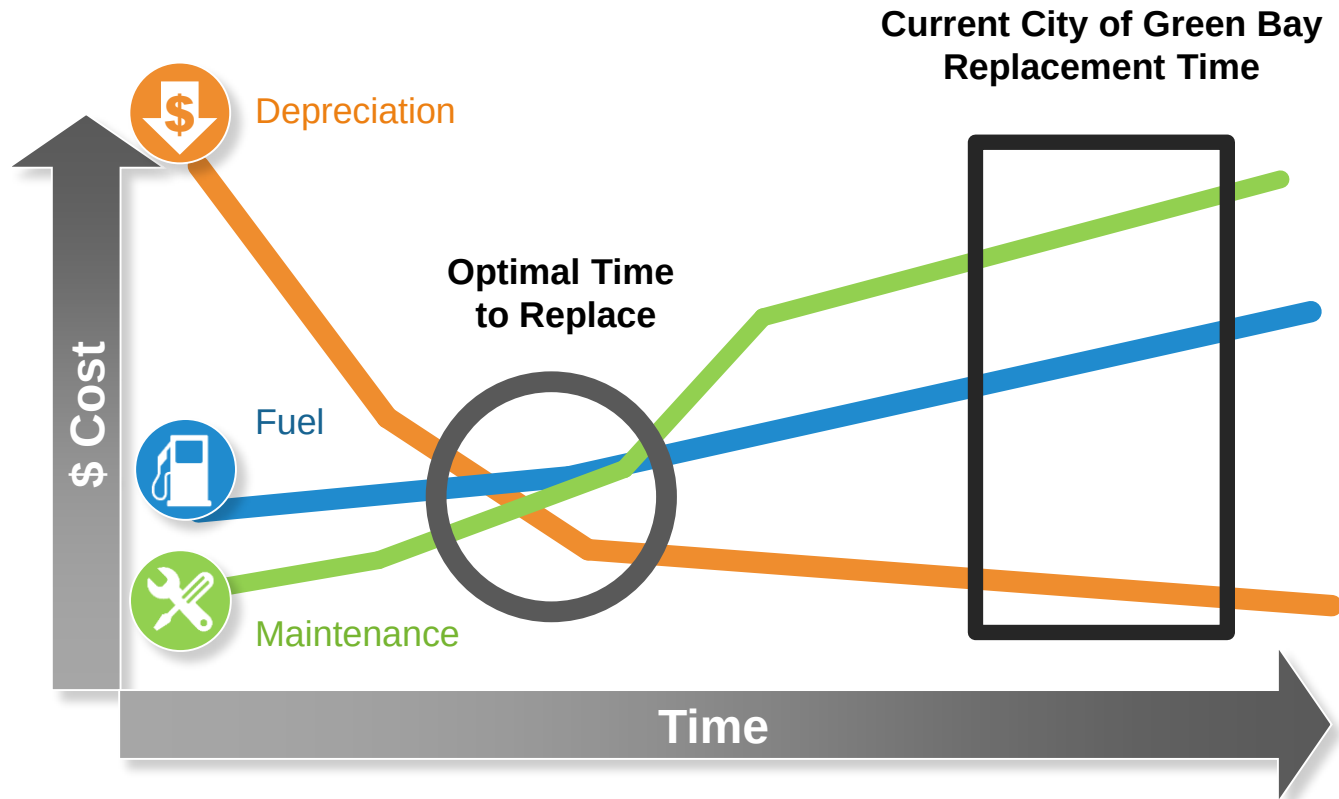


Model Year Analysis

20



IDEAL REPLACEMENT STRATEGY



Key Observations

- Maintenance costs in your current replacement window can be double the costs of vehicles in the optimal range
- Fuel costs are 25% - 30% higher or more depending on vehicle type
- Resale values are 70% - 80% lower at your typical replacement interval vs. optimal
- Replacing vehicles at optimal time is cost neutral to current plan.

ENTERPRISE OPPORTUNITY

➤ **BUDGET SAVINGS – CAPITAL & OPERATING**

- *\$1M+ Projected 10 Year Savings*
- *\$600,000 Projected Savings – First 5 Years*

➤ **BUYING POWER + RESALE STRATEGY**

- *Government/State Pricing with Ideal Resale Timing & Outlets*

➤ **SAFETY & RISK**

- *Ensure Reliable Vehicles with Updated Safety Technology*
- *DPW – 8 Yr. Average Age, Parks – 11 Yr. Average Age*

➤ **ENTERPRISE RESOURCES**

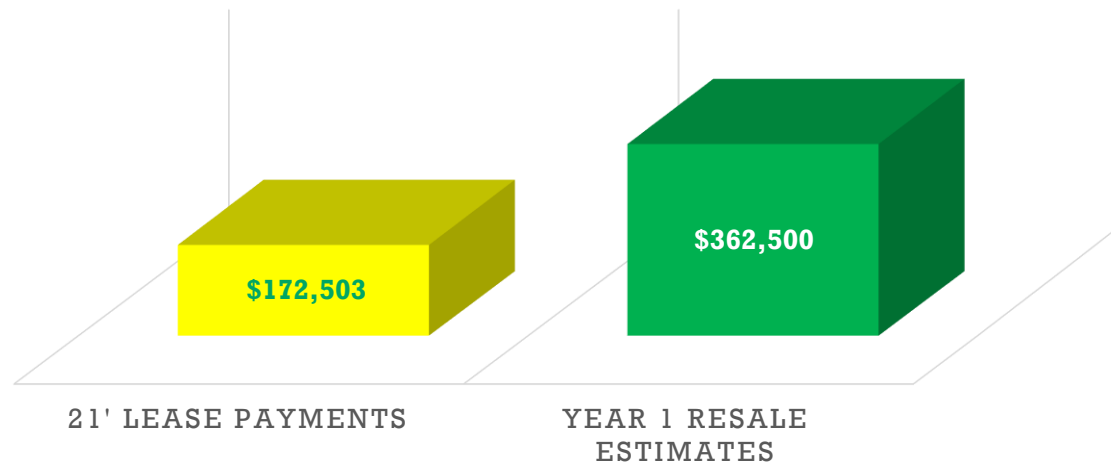
- *Decisions and Recommendations (New Vehicles to Market, Best Fit, etc..)*



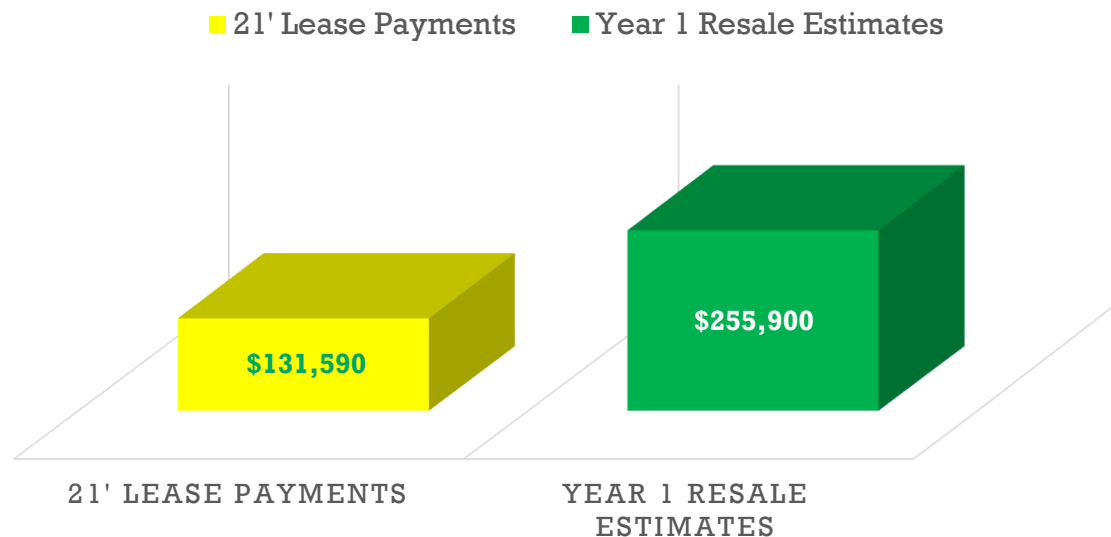
FLEET MANAGEMENT

CASH FLOW ANALYSIS – 45 VEHICLES

■ 21' Lease Payments ■ Year 1 Resale Estimates

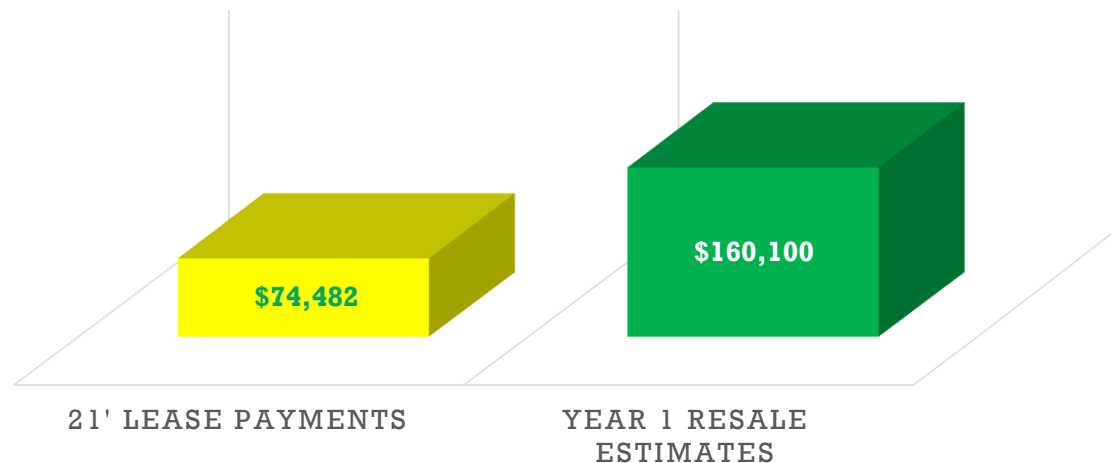


CASH FLOW ANALYSIS – 35 VEHICLES



CASH FLOW ANALYSIS – 20 VEHICLES

■ 21' Lease Payments ■ Year 1 Resale Estimates



RESALE EQUITY IMPROVEMENT

- **PLAN A – 45 Vehicles**
 - *Estimated \$362,500 Currently to \$527,740 at Lease Terms*
- **PLAN B – 35 Vehicles**
 - *Estimated \$255,900 Currently to \$393,494 at Lease Terms*
- **PLAN C – 20 Vehicles**
 - *Estimated \$160,100 Currently to \$218,205 at Lease Terms*
- **OPPORTUNITY TO CAPTURE EQUITY SOONER**
 - *Enterprise Evaluates Equity by Vehicle Each Year*



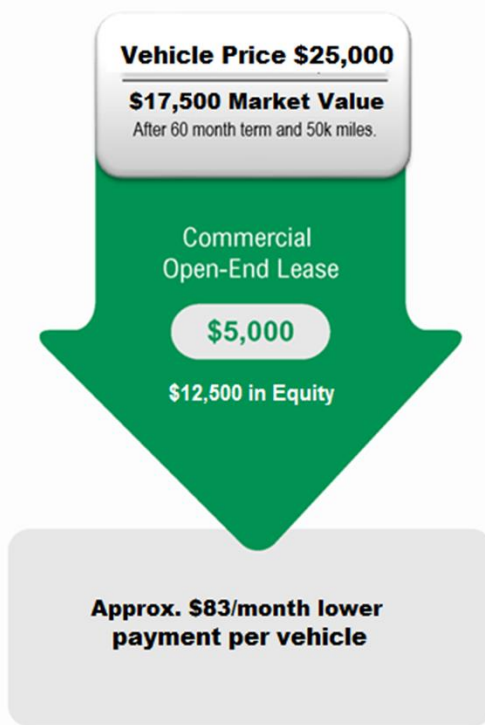
FLEET MANAGEMENT

GOVERNMENT EQUITY LEASE

Traditional Financing



Enterprise Solution



Flexibility - Ownership

- **Cash Flow**
 - **Less Budget Required**
 - **More Sustainable**
- **No Restrictions**
 - **Mileage**
 - **Condition**
 - **Early Termination**
- **Paying Closer to Usage**
 - **Life of Vehicle Being Used**

GOVERNMENT CYCLE EXAMPLE

Vehicle Information

Unit Number	225TZS	VIN	1FTFW1EF6GKE48964	Cust Vehicle ID	Public Works
Year	2016	Make	Ford	Model	F-150
Series	XL 4x4 SuperCrew Cab Styleside 6.5 ft. box 157 in. WB				

Lease Term	60	Allowable Maint. Miles	14583	In Service Date	05/20/2016
Months in service	35	Maint. Overmileage	0	Billing End Date	04/18/2019
Lease Ending Miles	6,529	Maint. Overmileage Rate	\$0.0450		
Maint. Program Miles	6,529	Maint. Overmileage Charge	\$0.00		

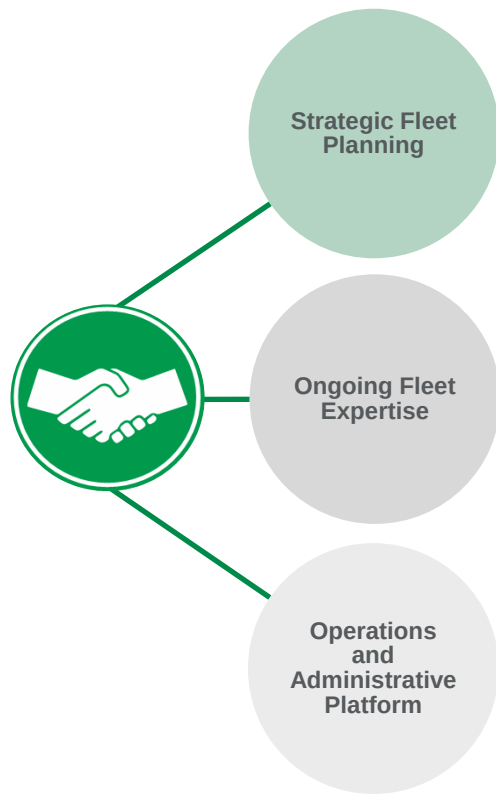
\$29,527.20 **Total Capitalized Amount (Delivered Price)**



Vehicle Sale Date	05/21/2019	Gross Vehicle Sale Price	\$30,000.00
		Reduced Book Value	\$(18,361.51)
		Gross Gain / (Loss)	<u>\$11,638.49</u>
		Sales Tax	0.0000% \$0.00
		Total Sales Fees/Charges	<u>\$400.00</u>
Settlement Date	05/28/2019	<u>Net Settlement Amount Gain / (Loss)</u>	\$11,238.49
		Settlement Method :	Roll Gain

Original Lease Term: 60 Mo.
Total Months in Service: 35
Purchase Price: \$29,527
Vehicle Sale Price: \$30,000
Depreciation Expense: (\$473)
Mileage at Sale: 6,529

LOCAL ACCOUNT TEAM



- **Vehicle Type Selection**
- **Savings Analysis**
- **Annual Review**
- **Safety & Risk**
- **Changing Markets**
- **Optimal Replacement Strategy**
- **Reduce Maintenance & Fuel Costs**
- **Tracking & Administration**
- **Maximize Mechanic's Time**



RECOMMENDATION EXAMPLE

Pick-Up Truck Comparison



YMMS	2019 Ford Ranger XL 4x4 SuperCab 6 ft. box 126.8 in. WB Compact Pickup	2019 Chevrolet Colorado WT 4x4 Extended Cab 6 ft. box 128.3 in. WB Compact Pickup	2019 Nissan Frontier SV (A5) 4x4 Crew Cab 6 ft. box 139.9 in. WB Compact Pickup	2019 Toyota Tacoma SR (A6) 4x4 Access Cab 127.4 in. WB Compact Pickup	2019 Ford F-150 XL 4x4 SuperCab Styleside 6.5 ft. box 145 in. WB 1/2 Ton Pickup	2019 Chevrolet Silverado1500 Work Truck 4x4 Double Cab 6.6 ft. box 147.4 in. WB 1/2 Ton Pickup
Vehicle Type	Compact Pickup	Compact Pickup	Compact Pickup	Compact Pickup	1/2 Ton Pickup	1/2 Ton Pickup
Holding Period	5 Years	5 Years	5 Years	5 Years	2 Years	2 Years
Annual Mileage	5,000	5,000	5,000	5,000	5,000	5,000
Acquisition Cost	\$25,602	\$26,904	\$25,029	\$27,273	\$26,460	\$25,569
Expected Sales Price	\$15,000	\$15,000	\$16,500	\$17,000	\$24,000	\$25,500
Total Actual Depreciation	\$10,602	\$11,904	\$8,529	\$10,273	\$2,460	\$69
Total Fuel Cost	\$3,445	\$3,526	\$4,221	\$3,700	\$1,467	\$1,719
Total Maintenance Cost	\$852	\$852	\$852	\$852	\$355	\$355
Total Cost	\$14,899	\$16,282	\$13,602	\$14,825	\$4,282	\$2,143
Annual Cost	\$2,979.78	\$3,256.46	\$2,720.32	\$2,964.98	\$856.40	\$428.54
Cost Per Mile	\$0.60	\$0.65	\$0.54	\$0.59	\$0.17	\$0.09

SAFETY REQUIREMENTS BY MODEL YEAR

2007

- Front/Side Crash Test
- Anti-lock Brakes
- Airbags

2012

- **Electronic Stability Control**
- Rear Video
- Lane Departure Warning

2017

- Blind-spot Warning
- Forward Collision Warning
- Offset-Crash Test



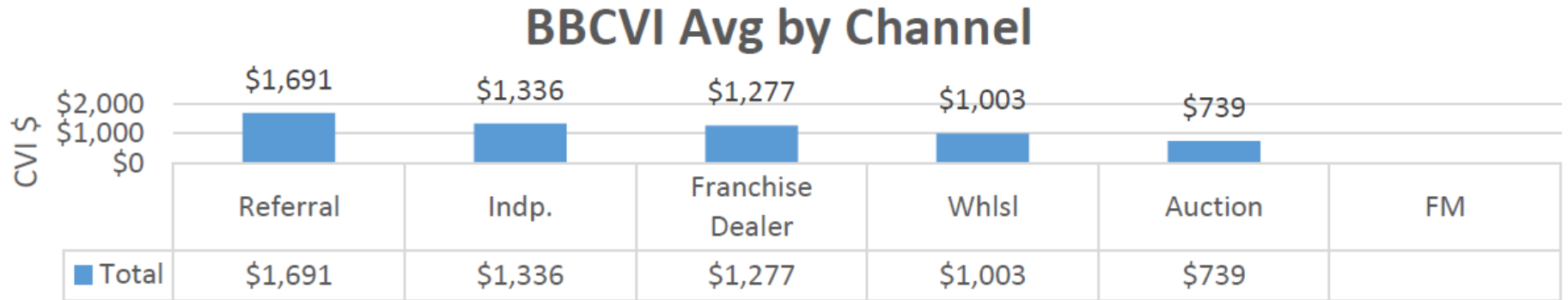
FUEL SAVINGS – HEALTHIER LIFE CYCLE



	Improved Engine	Improved Performance	Higher MPG
F150 Regular Cab Long bed	Engine	Output HP/ Torque	Combined MPG
2018	2.7L Eco boost V6	325HP/375	22
2012	3.7L V6	302HP/278	18
2007	4.6L V8	248HP/294	15
2002	4.2L V6	202HP/252	16
1997	5.4L V8	235HP/310	14

Improved
47%
in 10 years

ENTERPRISE RESALE ADVANTAGE



ACCOLADES

- Currently Ranked #1 (BBCVI Sales Price Comparison)
- Top 3 – Remarketing Group Performance Ranking (2013-Present)
- EAA – 2014, 2015, 2017, 2018, 2019

GOVERNMENT HOLDING COST RESULTS

Plow Trucks

Vehicle	Year	Make	Model	Months In Service	Sale Price	Lease Ending Miles	Capitalized Amount (Purchase)	Sale Date	Per Month Depreciation
BWQ617	2012	Chevrolet	Silverado 2500HD	52	24,800	28,608	\$29,604	2/15/2016	\$92
BWP706	2011	Chevrolet	Silverado 2500HD	63	17,400	14,960	\$25,932	2/17/2016	\$135
BWP707	2011	Chevrolet	Silverado 2500HD	63	17,200	19,065	\$25,932	3/2/2016	\$139
BWQ612	2012	Chevrolet	Silverado 2500HD	53	23,000	29,501	\$30,272	4/5/2016	\$137

Cargo Vans

Vehicle	Year	Make	Model	Months In Service	Sale Price	Lease Ending Miles	Capitalized Amount (Purchase)	Sale Date	Per Month Depreciation
BWP713	2011	Chevrolet	Express 2500	60	16,000	39,141	\$19,763	11/9/2015	\$63
BWP714	2011	Chevrolet	Express 2500	60	18,000	12,502	\$19,763	11/13/2015	\$29
BWR626	2013	Chevrolet	Express 2500	39	19,000	14,015	\$21,235	2/9/2016	\$57
BWR627	2013	Chevrolet	Express 2500	39	18,000	17,549	\$21,235	2/9/2016	\$83

1 Ton Flat Bed Trucks (\$9,000 Platform Included)

Vehicle	Year	Make	Model	Months In Service	Sale Price	Lease Ending Miles	Capitalized Amount (Purchase)	Sale Date	Per Month Depreciation
BWQ614	2012	Chevrolet	Silverado 3500HD Chassis	70	28,000	24,266	\$35,447	8/29/2017	\$106
BWQ615	2012	Chevrolet	Silverado 3500HD Chassis	70	28,500	18,906	\$35,447	8/29/2017	\$99
BWQ616	2012	Chevrolet	Silverado 3500HD Chassis	70	27,000	34,167	\$35,447	8/29/2017	\$121

AVERAGE GOVERNMENT FLEET EXPENSES



ABOUT THE DATA

Data on this and the following page is derived from 31 of Utilimarc's municipal benchmarking clients (cities, states, and counties) providing 44,000 data points. Each of the numbers presented is an average over the years 2015-2017.

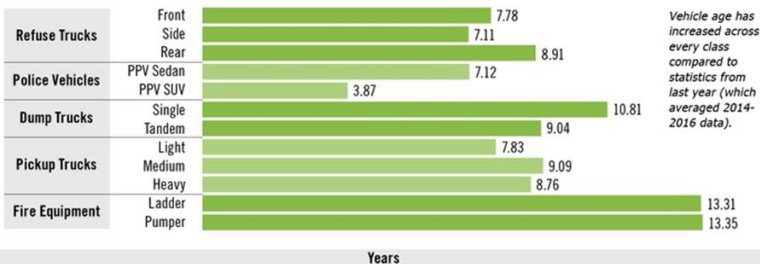
*For these charts, light truck is defined as 1/2-ton, medium truck as 3/4-ton, and heavy is a full ton or more.



GOVERNMENT FLEET

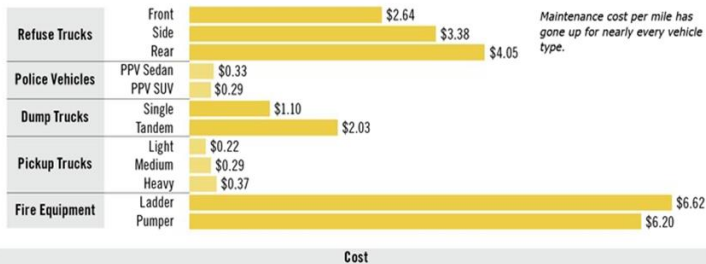
MANAGING PUBLIC SECTOR VEHICLES & EQUIPMENT

VEHICLE AGE



SOURCE: UTILIMARC

MAINTENANCE COST PER MILE



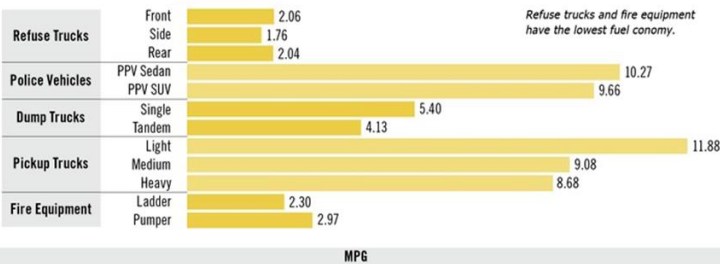
SOURCE: UTILIMARC

ANNUAL MILEAGE



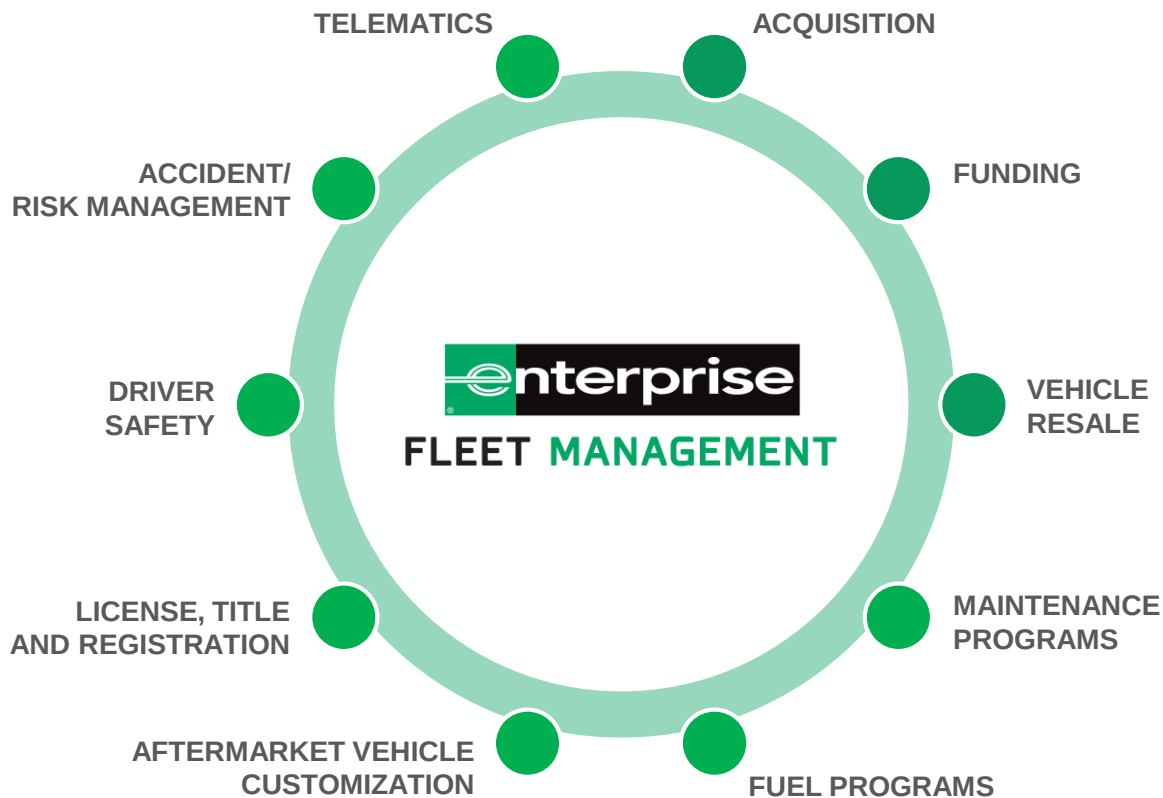
SOURCE: UTILIMARC

MILES PER GALLON



SOURCE: UTILIMARC

RESOURCES & NEXT STEPS



Enterprise can complete a no-cost fleet analysis presentation to determine your total cost of ownership.

ITEMS NEEDED:

- Year, Make, Model, VIN
- Current Mileage
- Annual Mileage
- Assigned Department
- Previous 12-24 Month's Maintenance Costs*

For maintenance costs, please include the following: **parts, labor, and administrative / facility overhead. If additional information is also included in the maintenance expense (i.e. fuel, tires, repair costs associated with accidents, accident reserve) please indicate the amount allocated for these factors.*

Additional information such as: **fuel monthly/annual costs**, would be helpful.



Ben Walljasper
Senior Account Executive

262-446-0501



FLEET MANAGEMENT

City of Green Bay - 2021 Fleet Budget Proposal - Plan A

Equity Lease Rates

Year	Make	Model	Trim Level	Term (Years)	Estimated Annual Mileage	Monthly Cost (Lease Rate)	Annual Lease Cost	Annual Maintenance Program	Total Annual Cost	Estimated Equity @ Lease Term	Quantity	Lease Budget By Quantity	Lease Budget By Quantity (With Mx)	Estimated Lease Equity at Term By Quantity
2021	Chevy	1500	Reg Cab 4x4 WT	5	8,000	\$448.86	\$5,386.32	\$254.76	\$5,641.08	\$11,739.00	3	\$16,158.96	\$16,923.24	\$35,217.00
2021	Chevy	1500	Double Cab 4x4 WT	5	8,000	\$452.06	\$5,424.72	\$254.76	\$5,679.48	\$15,709.00	13	\$70,521.36	\$73,833.24	\$204,217.00
2021	Chevy	2500	Reg Cab 4x2 WT	5	8,000	\$440.06	\$5,280.72	\$242.16	\$5,522.88	\$12,877.00	4	\$21,122.88	\$22,091.52	\$51,508.00
2021	Chevy	2500	Reg Cab 4x4 WT	5	8,000	\$471.67	\$5,660.04	\$260.52	\$5,920.56	\$14,364.00	6	\$33,960.24	\$35,523.36	\$86,184.00
2021	Chevy	2500	Double Cab 4x4 WT	5	8,000	\$484.36	\$5,812.32	\$260.52	\$6,072.84	\$16,170.00	2	\$11,624.64	\$12,145.68	\$32,340.00
2021	Chevy	Equinox	LS AWD	5	8,000	\$372.27	\$4,467.24	\$245.52	\$4,712.76	\$6,750.00	13	\$58,074.12	\$61,265.88	\$87,750.00
2021	Chevy	Express	2500 RWD WV	5	8,000	\$386.29	\$4,635.48	\$242.16	\$4,877.64	\$7,631.00	4	\$18,541.92	\$19,510.56	\$30,524.00
											45	\$230,004.12	\$241,293.48	\$527,740.00

*All Vehicles Equipped With Power Windows/Locks & Cruise Control

Pro-Rated 21' Actual Charges	\$172,503.09	\$180,970.11
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City of Green Bay - 2021 Fleet Budget Proposal - Plan B

Equity Lease Rates

Year	Make	Model	Trim Level	Term (Years)	Estimated Annual Mileage	Monthly Cost (Lease Rate)	Annual Lease Cost	Annual Maintenance Program	Total Annual Cost	Estimated Equity @ Lease Term	Quantity	Lease Budget By Quantity	Lease Budget By Quantity (With Mx)	Estimated Lease Equity at Term By Quantity
2021	Chevy	1500	Reg Cab 4x4 WT	5	8,000	\$448.86	\$5,386.32	\$254.76	\$5,641.08	\$11,739.00	1	\$5,386.32	\$5,641.08	\$11,739.00
2021	Chevy	1500	Double Cab 4x4 WT	5	8,000	\$452.06	\$5,424.72	\$254.76	\$5,679.48	\$15,709.00	12	\$65,096.64	\$68,153.76	\$188,508.00
2021	Chevy	2500	Reg Cab 4x2 WT	5	8,000	\$440.06	\$5,280.72	\$242.16	\$5,522.88	\$12,877.00	3	\$15,842.16	\$16,568.64	\$38,631.00
2021	Chevy	2500	Reg Cab 4x4 WT	5	8,000	\$471.67	\$5,660.04	\$260.52	\$5,920.56	\$14,364.00	3	\$16,980.12	\$17,761.68	\$43,092.00
2021	Chevy	2500	Double Cab 4x4 WT	5	8,000	\$484.36	\$5,812.32	\$260.52	\$6,072.84	\$16,170.00	0	\$0.00	\$0.00	\$0.00
2021	Chevy	Equinox	LS AWD	5	8,000	\$372.27	\$4,467.24	\$245.52	\$4,712.76	\$6,750.00	12	\$53,606.88	\$56,553.12	\$81,000.00
2021	Chevy	Express	2500 RWD WV	5	8,000	\$386.29	\$4,635.48	\$242.16	\$4,877.64	\$7,631.00	4	\$18,541.92	\$19,510.56	\$30,524.00
											35	\$175,454.04	\$184,188.84	\$393,494.00

*All Vehicles Equipped With Power Windows/Locks & Cruise Control

Pro-Rated 21' Actual Charges	\$131,590.53	\$138,141.63
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FLEET MANAGEMENT

City of Green Bay - 2021 Fleet Budget Proposal - Plan C

Equity Lease Rates

Year	Make	Model	Trim Level	Term (Years)	Estimated Annual Mileage	Monthly Cost (Lease Rate)	Annual Lease Cost	Annual Maintenance Program	Total Annual Cost	Estimated Equity @ Lease Term	Quantity	Lease Budget By Quantity	Lease Budget By Quantity (With Mx)	Estimated Lease Equity at Term By Quantity
2021	Chevy	1500	Reg Cab 4x4 WT	5	8,000	\$448.86	\$5,386.32	\$254.76	\$5,641.08	\$11,739.00	1	\$5,386.32	\$5,641.08	\$11,739.00
2021	Chevy	1500	Double Cab 4x4 WT	5	8,000	\$452.06	\$5,424.72	\$254.76	\$5,679.48	\$15,709.00	7	\$37,973.04	\$39,756.36	\$109,963.00
2021	Chevy	2500	Reg Cab 4x2 WT	5	8,000	\$440.06	\$5,280.72	\$242.16	\$5,522.88	\$12,877.00	1	\$5,280.72	\$5,522.88	\$12,877.00
2021	Chevy	2500	Reg Cab 4x4 WT	5	8,000	\$471.67	\$5,660.04	\$260.52	\$5,920.56	\$14,364.00	1	\$5,660.04	\$5,920.56	\$14,364.00
2021	Chevy	2500	Double Cab 4x4 WT	5	8,000	\$484.36	\$5,812.32	\$260.52	\$6,072.84	\$16,170.00	0	\$0.00	\$0.00	\$0.00
2021	Chevy	Equinox	LS AWD	5	8,000	\$372.27	\$4,467.24	\$245.52	\$4,712.76	\$6,750.00	8	\$35,737.92	\$37,702.08	\$54,000.00
2021	Chevy	Express	2500 RWD WV	5	8,000	\$386.29	\$4,635.48	\$242.16	\$4,877.64	\$7,631.00	2	\$9,270.96	\$9,755.28	\$15,262.00
											20	\$99,309.00	\$104,298.24	\$218,205.00

**All Vehicles Equipped With Power Windows/Locks & Cruise Control*

Pro-Rated 21' Actual Charges	\$74,481.75	\$78,223.68
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City of Green Bay Proposed Replacement Worksheet

Priority	VIN	Department	Year	Make	Model	Current Odometer	Estimated Value from FSM	Assigned Category	Recommended Replacement Year	New Replacement Category	Notes
1	1FTEX1EF6GKD02945	DPW	2016	Ford	F-150	110,893	\$ 12,000.00	1/2 Ton Pickup Ext 4x4		2020 1/2 Ton Pickup Ext 4x4	1/2 Ton Ext. Cab 4x4 Short Bed
1	1C4NJRBB7CD648289	DPW	2012	Jeep	Patriot	32,336	\$ 4,000.00	Compact SUV 4x4		2021 Compact SUV 4x4	Equinox
1	1C4NJRBB3CD648290	DPW	2012	Jeep	Patriot	50,253	\$ 4,000.00	Compact SUV 4x4		2021 Compact SUV 4x4	Equinox
1	1C4NJRBB5CD648291	DPW	2012	Jeep	Patriot	57,340	\$ 4,000.00	Compact SUV 4x4		2021 Compact SUV 4x4	Equinox
1	2GNFLEEK5F6290798	DPW	2015	Chevrolet	Equinox	14,372	\$ 11,500.00	Compact SUV 4x4		2023 Compact SUV 4x4	Equinox
1	1FTEW1C89GKF56835	DPW	2016	Ford	F-150	13,063	\$ 20,500.00	1/2 Ton Pickup Quad 4x2		2023 1/2 Ton Pickup Quad 4x2	1/2 Ton Ext. Cab 4x4 Short Bed
1	2GNALBEK8H1569879	DPW	2017	Chevrolet	Equinox	5,794	\$ 13,500.00	Compact SUV 4x4		2024 Compact SUV 4x4	Equinox
1	2GNALBEK4H1570639	DPW	2017	Chevrolet	Equinox	7,259	\$ 13,500.00	Compact SUV 4x4		2024 Compact SUV 4x4	Equinox
1	2GNALBEK2H1571126	DPW	2017	Chevrolet	Equinox	15,165	\$ 13,200.00	Compact SUV 4x4		2024 Compact SUV 4x4	Equinox
1	2GNFLEEK9H6303278	DPW	2017	Chevrolet	Equinox	22,570	\$ 14,000.00	Compact SUV 4x4		2024 Compact SUV 4x4	Equinox
1	1FTEX1EFXHKD01511	DPW	2017	Ford	F-150	34,992	\$ 19,000.00	1/2 Ton Pickup Ext 4x4		2024 1/2 Ton Pickup Ext 4x4	
1	1FM5K8B80JGC44169	DPW	2018	Ford	Explorer	10,285	\$ 20,400.00	Compact SUV 4x4		2024 Compact SUV 4x4	
2	1FTRX18W41NB86390	DPW	2001	Ford	F-150	98,406	\$ 500.00	3/4 Ton Pickup Reg 4x2		2020 3/4 Ton Pickup Reg 4x2	1/2 Ton Ext. Cab 4x4 Short Bed
2	1FTRX18W61NB86391	DPW	2001	Ford	F-150	120,438	\$ 500.00	3/4 Ton Pickup Reg 4x2		2020 3/4 Ton Pickup Reg 4x2	1/2 Ton Ext. Cab 4x4 Short Bed
2	1GTFG25WX11135223	DPW	2001	GMC	Savana	121,183	\$ 500.00	1/2 Ton Van Cargo		2020 1/2 Ton Van Cargo	2500 Chevy Express
2	1FAFP52U13G255101	DPW	2003	Ford	Taurus	87,107	\$ 500.00	Full-size Sedan		2020 Full-size Sedan	Equinox
2	1C6RR7KT0ES395829	DPW	2014	RAM	1500	57,308	\$ 14,500.00	1/2 Ton Pickup Quad 4x2		2022 1/2 Ton Pickup Quad 4x2	1/2 Ton Ext. Cab 4x4 Short Bed
3	1FT7X2B64FED18528	DPW	2015	Ford	F-250	29,765	\$ 15,500.00	3/4 Ton Pickup Ext 4x4		2023 3/4 Ton Pickup Ext 4x4	3/4 Ton Ext. Cab 4x4 8' Box
3	1FT7X2B66FED18529	DPW	2015	Ford	F-250	38,241	\$ 15,000.00	3/4 Ton Pickup Ext 4x4		2023 3/4 Ton Pickup Ext 4x4	3/4 Ton Ext. Cab 4x4 8' Box
3	1FTEX1E8XFKD12331	DPW	2015	Ford	F-150	50,115	\$ 14,500.00	1/2 Ton Pickup Ext 4x4		2023 1/2 Ton Pickup Ext 4x4	1/2 Ton Ext. Cab 4x4 Short Bed
2	1FADP3E29EL288444	Inspections	2014	Ford	Focus	27,871	\$ 3,500.00	Compact Sedan		2022 Compact Sedan	Equinox
2	1FADP3E20EL288445	Inspections	2014	Ford	Focus	28,152	\$ 3,500.00	Compact Sedan		2022 Compact Sedan	Equinox
3	3C4PDCBG0FT680542	Inspections	2015	Dodge	Journey	18,397	\$ 9,000.00	Full-size Sedan		2023 Full-size Sedan	Equinox
2	1FTRF3B66EEA80228	Parking	2014	Ford	F-350	18,358	\$ 16,800.00	1 Ton Pickup Reg 4x4		2022 1 Ton Pickup Reg 4x4	3/4 Ton Reg Cab 4x4 8' Box
2	1C4BJWKG7EL238002	Parking	2014	Jeep	Wrangler Unlimited	72,107	\$ 15,500.00	Compact SUV 4x4		2022 Compact SUV 4x4	Equinox
3	1FTRF3B68FEC90539	Parking	2015	Ford	F-350	13,188	\$ 18,800.00	1 Ton Pickup Reg 4x4		2023 1 Ton Pickup Reg 4x4	3/4 Ton Reg Cab 4x4 8' Box
1	1GCGK24K4PE244702	Parks	1994	*Chevrolet	*C25	130,000	\$ 500.00	3/4 Ton Pickup Reg 4x2		2020 3/4 Ton Pickup Reg 4x2	3/4 Ton Reg Cab 4x4 8' Box
1	1GCGC24R8WE236739	Parks	1998	*Chevrolet	*C25	176,000	\$ 500.00	3/4 Ton Pickup Reg 4x2		2020 3/4 Ton Pickup Reg 4x2	3/4 Ton Reg Cab 4x2 8' Box
1	2FTRF17274CA93746	Parks	2004	Ford	F-150 Heritage	64,000	\$ 500.00	1/2 Ton Pickup Reg 4x2		2020 1/2 Ton Pickup Reg 4x2	1/2 Ton Ext. Cab 4x4 Short Bed
1	2FTRF17254CA93745	Parks	2004	Ford	F-150 Heritage	160,000	\$ 500.00	1/2 Ton Pickup Reg 4x2		2020 1/2 Ton Pickup Reg 4x2	1/2 Ton Ext. Cab 4x4 Short Bed
1	2FTRF17294CA93747	Parks	2004	Ford	F-150 Heritage	160,000	\$ 500.00	1/2 Ton Pickup Reg 4x2		2020 1/2 Ton Pickup Reg 4x2	1/2 Ton Ext. Cab 4x4 Short Bed
1	1FTRE14W36DB30871	Parks	2006	Ford	E-150	84,000	\$ 1,000.00	1/2 Ton Van Cargo		2020 1/2 Ton Van Cargo	2500 Chevy Express
1	1GTEC14X67Z156592	Parks	2007	GMC	Sierra 1500	52,000	\$ 500.00	1/2 Ton Pickup Reg 4x2		2020 1/2 Ton Pickup Reg 4x2	1/2 Ton Ext. Cab 4x4 Short Bed
1	1GCGWFGCA5B1164600	Parks	2011	Chevrolet	Express 2500	63,000	\$ 5,500.00	3/4 Ton Van Cargo		2021 3/4 Ton Van Cargo	2500 Express Cargo Van
2	1FTNF20L03EA38183	Parks	2003	Ford	F-250	85,000	\$ 500.00	3/4 Ton Pickup Reg 4x2		2020 3/4 Ton Pickup Reg 4x2	3/4 Ton Reg Cab 4x2 8' Box
2	2FTRF17234CA93744	Parks	2004	Ford	F-150 Heritage	48,000	\$ 500.00	1/2 Ton Pickup Reg 4x2		2020 1/2 Ton Pickup Reg 4x2	1/2 Ton Ext. Cab 4x4 Short Bed
2	1FTNE1EW1EDA81911	Parks	2014	Ford	E-150	36,000	\$ 10,000.00	1/2 Ton Van Cargo		2022 1/2 Ton Van Cargo	2500 Express Cargo Van
2	1FTBF2A68EEB67299	Parks	2014	Ford	F-250	48,000	\$ 10,000.00	3/4 Ton Pickup Reg 4x2		2022 3/4 Ton Pickup Reg 4x2	3/4 Ton Reg Cab 4x2 8' Box
2	1FTBF2B61EEB67577	Parks	2014	Ford	F-250	72,000	\$ 11,000.00	3/4 Ton Pickup Reg 4x4		2022 3/4 Ton Pickup Reg 4x4	3/4 Ton Reg Cab 4x4 8' Box
2	1FTEX1CM4EFB11063	Parks	2014	Ford	F-150	72,000	\$ 8,000.00	1/2 Ton Pickup Ext 4x4		2022 1/2 Ton Pickup Ext 4x4	1/2 Ton Ext. Cab 4x4 Short Bed
3	1GDHK24UX4E149168	Parks	2004	GMC	Sierra 2500 HD	96,000	\$ 1,000.00	3/4 Ton Pickup Reg 4x4		2020 3/4 Ton Pickup Reg 4x4	3/4 Ton Reg Cab 4x4 8' Box
3	1GCNCPEH2FZ272591	Parks	2015	Chevrolet	Silverado 1500	20,000	\$ 12,000.00	1/2 Ton Pickup Reg 4x2		2023 1/2 Ton Pickup Reg 4x2	1/2 Ton Reg Cab 4x4 Long Bed
3	1FTBF2A65FEA16535	Parks	2015	Ford	F-250	45,000	\$ 11,000.00	3/4 Ton Pickup Reg 4x2		2023 3/4 Ton Pickup Reg 4x2	3/4 Ton Reg Cab 4x2 8' Box
3	1GCNCPEH6FZ272190	Parks	2015	Chevrolet	Silverado 1500	50,000	\$ 8,800.00	1/2 Ton Pickup Reg 4x2		2023 1/2 Ton Pickup Reg 4x2	1/2 Ton Reg Cab 4x4 Long Bed
1	2FTRF18W94CA93748	Parks/Forestry	2004	Ford	F-150 Heritage	160,000	\$ 500.00	1/2 Ton Pickup Reg 4x2		2020 1/2 Ton Pickup Reg 4x2	1/2 Ton Reg Cab 4x4 Long Bed
1	1GCEC14X66Z259624	Parks/Forestry	2006	Chevrolet	Silverado 1500	56,000	\$ 500.00	1/2 Ton Pickup Reg 4x2		2020 1/2 Ton Pickup Reg 4x2	1/2 Ton Ext. Cab 4x4 Short Bed
3	1GTHK24U24E128125	Parks/Forestry	2004	GMC	Sierra 2500 HD	96,000	\$ 1,000.00	3/4 Ton Pickup Reg 4x4		2020 3/4 Ton Pickup Reg 4x4	3/4 Ton Reg Cab 4x4 8' Box
							\$ 362,500.00				

City of Wausau Improves Light-Duty Fleet and Saves More Than \$482K Over 4-Years.

BACKGROUND

Location: Wausau, WI
Industry: Government
Total vehicles: 64 vehicles

THE PROBLEM

The City of Wausau's light-duty fleet had an average age of 9 years. City mechanics were spending time reactively handling maintenance and repairs to keep the aging vehicles on the road. Maintenance and fuel expenses continually increased for the city as aged vehicles lost efficiency over time. The city's budget for the fleet dictated when vehicles could be replaced. Once vehicles qualified for replacement by the city's standards, they had very little resale value and were only being sold through public auction.

THE SOLUTION

Enterprise Fleet Management proposed a 4-year replacement strategy to help refresh the City's Light-Duty Fleet. By leveraging a Government Equity Lease funding platform, they were able to replace vehicles each year to fit within their purchase budget. With a replacement strategy that had them cycling vehicles faster, the City has seen an increase in resale returns.

"The decision to work with Enterprise Fleet Management to improve our light-duty fleet has been one of the best we've made. Not only are we seeing the financial savings, but our mechanics have been able to focus more of their time on more expensive, specialized equipment and machinery. Our employees also appreciate driving newer, safer vehicles with better features to make doing their job easier."

– Mark Hansen, Fleet and Facilities Manager

THE SOLUTION

Additional benefits to the replacement strategy include a 35% improvement in fuel economy, and an average of \$30,000 in annual maintenance costs.

THE RESULTS

The City of Wausau has experienced a \$482,697 net budget savings over the past 4 years compared to the average budget prior to partnering with Enterprise Fleet Management. These savings were realized even as the total miles traveled by the City increased from 118,000 in 2015 to roughly 328,000 total annual miles in 2019 (177% increase). The partnership has also allowed the City of Wausau to reduce the average age of their vehicles down to 4 years, and presents creative opportunities, as in 2019, when the City was able to turn in 4 leases early for net cash return of \$33,961.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

\$482,697
NET BUDGET SAVINGS
OVER 4 YEARS



35%
IMPROVEMENT
AVERAGE MPG
OVER 4 YEARS

177%
INCREASE IN ANNUAL MILEAGE
WITH AVERAGE ANNUAL FLEET
SAVINGS OF 38%





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # K.2

To receive and place on file an update on the status of the 2020 City of Green Bay budget, including impacts and changes caused by the COVID-19 pandemic.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2020 Projection - 8-27-20 Summary

CITY OF GREEN BAY - 2020 PROJECTION

SUMMARY - GENERAL FUND

General fund will experience about \$1.6M shortfall in revenue, off set by expense reductions of about \$1M remainder is will be made up from other sources.

REVENUES	REVISED BUDGET	PROJECTED	SHORTFALL	DRIVEN BY
PROPERTY TAXES	42,500,589	42,500,589	-	
OTHER TAXES	3,016,106	2,776,106	(240,000)	Hotel room tax/Packers season
INTERGOVERNMENTAL	26,676,757	26,676,757	-	
LICENSES & PERMITS	2,236,356	2,141,356	(95,000)	Liquor lic \$50K, operators \$15K, alarms \$30K
FINES & PENTALTIES	1,377,861	1,122,861	(255,000)	Citations
PUBLIC CHARGES FOR SERVICE	7,664,333	6,890,333	(774,000)	Park rental and admission
INTEREST AND MISC	2,791,392	2,541,392	(250,000)	Investment interest
REVENUE SHORTFALL	86,263,394	84,649,394	(1,614,000)	
EXPENSES	REVISED BUDGET	PROJECTED	OVERAGE	DRIVEN BY
SALARIES	51,899,863	51,099,863	(800,000)	Savings due to Park programs
FRINGE BENEFITS	22,381,614	22,297,614	(84,000)	Savings due to Park programs
EMPLOYEE RELATED BENE	404,979	314,979	(90,000)	Training 50% & travel/frozen
SERVICES	3,437,189	3,437,189	-	
MATERIAL & SUPPLIES	3,196,687	3,106,687	(90,000)	Reduction 10%
BUILDING & EQUIPMENT	2,501,760	2,501,760	-	
UTILITIES	2,988,214	2,988,214	-	
INSURANCE	(862,232)	(862,232)	-	
MISC	315,320	315,320	-	
	86,263,394	85,199,394	(1,064,000)	
		Shortfall	(550,000)	
PROPOSED PLAN TO COVER SHORT SHORTFALL:		Makes us whole		
CARES HHS GRANT - EMS		60,425		Received shortfall EMS Revenues
DOJ GRANT allocation		151,000		Offset COVID-19 expenses
Packer overtime		500,000		
Transit Operational levy			200,000	Transit CARES grant reduces City expense
Review hiring/delays			35,000	Review by management team
Contingency account			70,000	Not spend all contingency
GERP approved			75,000	2020/approve at council 6-29
Fire contract settled			170,000	2020 savings
Overtime reduction			50,000	Police, Fire, DPW, and general
CARES - Route to Recovery allocation		1,700,000		Offset COVID-19 expenses
FEMA reimbursement		200,000		COVID exp FED 75%, State 12.5%
Total proposed adjustments			600,000	
		2020 PROJECTION	50,000	

PARKING DIVISION

Projected 80% of projected revenues or a shortfall of \$700K, will struggle to come in at or below budget, have trimmed every unneeded expense, and gone as bare bones as can to make the division.

SANITARY / STORM

Not much impact, Sanitary is a function of water use, so if Water Utility is down, so is Sanitary. Storm is a fixed fee per year.

BAY BEACH

Bay Beach will be down approx. \$3M in revenues, open later than anticipated, reduced hours each day, reduced capacity, and may close the Park earlier for the season. Total revenues and expenses for the year, estimated budget shortfall \$1,554,000.

GREEN BAY WATER UTILITY

Water Utility projecting loss of revenue of about \$700,000 from delaying rate increase \$135K, lost of late fees due to PSC ruling \$50K, and businesses closing down and reduction in usage \$500K, plus an increase in COVID related expenses of \$300K.

TRANSIT

Transit at 35% pre-COVID ridership, service hours reduced, microtransit services launched, but with CARES money expect to come within budget. To continue the same service, more funding is needed for 2021.



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

September 15, 2020

PREPARED BY

Wendy Townsend, Economic
Coordinator

AGENDA ITEM # L.1

To approve 12 months of deferred payments and interest on the RDA-TIF loan that was made to the Quality Inn & Suites at 321 S. Washington Street (Parcel 13-39).

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

BACKGROUND

In 2004, the RDA provided a loan to the Quality Inn and Suites, formerly the Best Western, on Washington Street for \$500,000 from TIF 5 to make improvements to the business. In March of 2020, the City offered a 90-day suspension of interest and payments to City owned loans to help assist businesses that were experiencing hardships with the COVID 19 pandemic.

Paul Van Den Wymelenberg (Paul Van) has contacted staff to ask for the RDA-TIF loan to be deferred for 12 months, which would extend to March 1, 2021. His business is experiencing the challenges of reduced occupancy due to COVID19 and the likelihood of a reduced or modified Packer schedule.

All payments were current through February 2020, with monthly payments of \$3539.35 and 61 payments remaining.

RECOMMENDATION

Staff is recommending approval of the request to suspend the Quality Inn and Suites RDA-TIF loan payments and interest for 12 months which would end on 03/01/2021. Regular payments would resume at that time.

FISCAL IMPACT

ATTACHMENTS

1. Quality Inn & Suites Schedule
2. Quality Inn & Suites Request



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.I

To deny the request by Bryan Hoff to appeal the nuisance, litter and solid waste materials invoice of \$411.89 at 1019 Velp Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Invoice I33278_Appeal Fine for Nuisance Litter_1019 Velp Ave

From: [DPW Main](#)
To: [Brenda Seidl](#); [Tim Meves](#); [Steven Grenier](#)
Cc: [Inspection Website Mail](#); [Dustin McMullen](#); [Jamie Destiche](#)
Subject: FW: Appeal Fine for Nuisance Litter
Date: Monday, August 31, 2020 7:52:18 AM
Attachments: [Work Order.pdf](#)

Good Morning,

Please see the below email on an appeal for the clean-up at 1019 Velp Ave.

This will have to go through the I&S Meeting and then through Council for approval.

Please reach out to Bryan and provide him with the information needed to move forward with the appeal.

Attached is the work order I received to invoice against.

Thanks,
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: ClerkInquiries
Sent: Friday, August 28, 2020 12:07 PM
To: DPW Main
Subject: FW: Appeal Fine for Nuisance Litter

From: lsibryan@gmail.com [mailto:lsibryan@gmail.com]
Sent: Friday, August 28, 2020 11:25 AM
To: ClerkInquiries <ClerkInquiries@greenbaywi.gov>
Subject: Appeal Fine for Nuisance Litter

Good Morning

I would like to appeal the invoice I received for a property cleanup. Invoice # 133278 for 1019 Velp Ave.

Reason for appealing the fine is because there was a discrepancy between what was allowed to be left outside for seating and tabletop. The zoning department (Brenda Seidl) couldn't define what was considered an "outdoor chair" vs an "indoor chair". They also removed some items from the firepit

including unburnt logs that belong in the firepit yet left the trash they were there to clean up.

When the cleanup was done, the City employees left the seating and table items they had an issue with yet left the other smaller items that were claimed on case # 112641. Pictures attached. These pictures were taken less than 5 min after the City employees left the property. If I'm going to be responsible to pay a cleanup fee, I expect the employees to complete the work in full and not just take certain items. The items left were part of the claimed nuisance litter.

Bryan Hoff
Hoff Investment Properties, LLC
920-660-3770



GREEN BAY CITY TREASURER

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

INVOICE

Invoice Date	Invoice No.
07/21/2020	133278
Customer Number	
58194	
Invoice Total Due	
\$411.89	
Customer PO	Due Date
	08/20/2020

HOFF INVESTMENT PROPERTIES LLC
3730 NICOLET DR
GREEN BAY, WI 54311

REMOVED NUISANCE, LITTER AND SOLID WASTE
MATERIALS AT 1019 VELP AVE. ON 07-15-2020.

00000182020600133278200000411892

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 07/21/2020

Customer Number: 58194

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
LABOR	1.00	\$168.23	EACH	\$168.23	\$0.00	\$0.00	\$168.23
EQUIPMENT	1.00	\$220.40	EACH	\$220.40	\$0.00	\$0.00	\$220.40
ADMINISTRATIVE FEE	1.00	\$23.26	EACH	\$23.26	\$0.00	\$0.00	\$23.26
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:		\$411.89	

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

ORIGINAL
COPY







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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.2

To approve the request by Dan Schmidt for an exemption to the provisions of Section 9.41 (1) (d), Green Bay Municipal Code, regarding repayment of deferred special assessments on Parcel 21-6668-55-1 and have Developer pay \$11,604.24.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.3

To approve the request by Kapla Enterprises LLC for permission to employ City trash and recycling tipper carts at an apartment complex located at 1747-1749 Oakdale Avenue allowing 8 garbage carts and 6 recycling carts.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2020 report on 1747-49 Oakdale tipper cart request

Inter-Office Memo

Date: September 3, 2020

To: Improvements and Services Committee

From: Christopher J. Pirlot, P.E.
Operations Director

RE: Trash/Recycling Tipper Cart Request (1747/49 Oakdale Avenue)

The intent of this report is to discuss a request by the owner of 1747/49 Oakdale Avenue for permission to switch from private trash and recycling dumpster collection, to City trash and recycling tipper cart collection. Following are the facts associated with the request.

Background Information

City of Green Bay Ordinance 9.02 states that all garbage and recycling containers (i.e. – City-provided tipper carts and commercially-provided dumpsters) must meet the following requirements:

1. Containers cannot be stored within 15 feet of public street right-of-way
2. Containers cannot be stored on the street side or alongside of a building unless the cart is *completely* screened from view of an observer located anywhere along the public right-of-way in front of the subject property
3. Containers can be stored in the backyard, garage, or any other convenient discreet location without the need for screening as long as they are not visible from the roadway in front of the subject property
4. Residents can request a container storage variance from the Director of Public Works. Properties that are granted permission are exempt from the above storage requirements
5. Properties with seven (7) or more dwelling units must provide their own source for collection of solid waste

Background/Situation

1747-1749 Oakdale Avenue is a two-building complex located on one tax parcel. Dwelling units provided in the buildings are a mix of town homes and apartments. Each building contains six (6) dwelling units. There are twelve (12) dwelling units total on the property, containing 22 total bedrooms. The property has 22 parking stalls that are fully-occupied. Visitor parking is not allowed on-site due to lack of parking space.

The property currently has two un-screened dumpsters on-site for collection of trash and recycling. Inspection Department and DPW are in communication with them to locate and fence the dumpsters per ordinance. The owner has requested to remove the dumpsters and provide City-provided trash and recycling tipper carts. If approved, the owner will ensure proper screening of carts as required by ordinance.

The owner of the 1747-1749 Oakdale Avenue property also owns a multi-family complex located at 1428-1432 Oakland Avenue in Green Bay. Similar to the Oakdale Avenue property,

the Oakland Avenue property contains 12 dwelling units, has 100 feet of street frontage, and has been afforded City tipper cart service. So a precedent has been set on this type of request.

1747-1749 Oakdale Site Layout

- 108 feet of street frontage for the two buildings
- The 12 dwelling units will require 24 tipper carts (12-trash, 12-recycling)
- Collection rules require a minimum of four (4) feet between carts
- If all 24 carts are set out for collection with only two (2) feet of space between them, they would take up 94 feet of the 108 feet of frontage, including the parking lot driveway apron
- At With a four (4) foot spacing between the 24 carts, they would require 140 feet of frontage, which is not available

Conclusion/Recommendation

City of Green Bay's sanitation container storage rules are based on aesthetics, intended quality of life, sanitary conditions, consistency, and opinion of the ruling body. Residential properties like this one also have space constraints because there is only so much street frontage to place items out for collection. This is one reason why City-provided sanitation tipper carts are allowed at properties with no more than six (6) residential units.

City of Green Bay-DPW does not recommendation approval of this request because 1) it doesn't meet City ordinance requirements, 2) there is not adequate room to place all carts to the street at once, and 3) DPW will not go back for a second round of collection at one property to accommodate special needs of a property owner. The property owner could place 12 trash carts to the curb on a trash-only collection week. But they would not be not be able to place 12 trash and 12 recycling tipper carts to the curb on trash/recycling collection weeks.



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.4

To approve the request by the residents of the Eaton Heights Subdivision for a sidewalk study on the east side of N. Huron Road from Humboldt Road to the south STH 54/57 Interchange. (Ald. Dorff)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Crossing Huron

From: District One

Sent: Tuesday, August 18, 2020 1:21 PM

To: Jackie Haefs

Cc: Dave Hansen <Dave.Hansen@greenbaywi.gov>; Steven Grenier <Steven.Grenier@greenbaywi.gov>

Subject: Re: Crossing Huron

Ok that's the study I requested

Sent from my iPhone

On Aug 18, 2020, at 12:12 PM, Jackie Haefs wrote:

I'm not asking for a crosswalk. I am asking for a sidewalk on the east side on Huron.
Thanks!

Sent from my iPhone

On Aug 18, 2020, at 12:06 PM, District One <District.1@greenbaywi.gov> wrote:

My understanding is the grade/crest of the hill could be potentially dangerous when a car goes over it as the car will not be able to stop quickly enough for a crosswalk. So even though I requested the sidewalk study, there will not very a crosswalk at that intersection because of these safety concerns. Jackie, just want to make sure you know that.

Sent from my iPhone

On Aug 18, 2020, at 9:43 AM, Dave Hansen <Dave.Hansen@greenbaywi.gov> wrote:

Ms. Haefs,

Thanks for the clarification of concerns from your neighborhood. I have been out to the intersection of N Huron Rd and Watercrest Dr multiple times in the past few weeks. My professional concern for establishing a pedestrian crossing at the intersection is that there is a crest vertical

curve on N Huron Rd just south of Watercrest Dr, which would potentially create a stopping issue for motorists attempting to yield to pedestrians in a crosswalk.

The best course of action at this point would be to seek the installation of sidewalk on the E side of N Huron Rd. Contact your alder to request a sidewalk study from either between Humboldt Rd and the 54-57 interchange or between Humboldt Rd and Watercrest Dr, depending on your context of concern.

Regards,

David J.A. Hansen, P.E., PTOE
City Traffic Engineer

City of Green Bay | Public Works
Traffic Division | Engineering
100 N Jefferson St, Room 300
Green Bay, WI 54301-5026

g: 920.448.3100
d: 920.448.3098
m: 920.660.6315
f: 920.448.3102
e: dave.hansen@greenbaywi.gov
w: <http://greenbaywi.gov/708/Traffic-Division/>
s: <https://www.facebook.com/GBDPW/>

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From: Jackie Haefs
Sent: Monday, August 17, 2020 9:24 AM
To: Dave Hansen
Subject: Crossing Huron

Good Morning Dave,
I live at 926 Barronwood Drive on the east side of Green Bay. My neighbor has been emailing back and forth with your over crosswalks on Huron. She shared the emails with me and I would appreciate some clarification, as I also am depending on the city to provide safer options for crossing Huron for myself and my children.

You shared that a walking trail/path would be put in to get from Barronwood to Kwik Trip - which is wonderful.

We have used it a few times now. But it only helps to get to Kwik Trip. If I want to go for a walk in either direction from my house, there are really no safe options. I have to cross Huron, which has traffic going 55 mph most of the time or walk on Spartan, which has no sidewalks or even a bike lane. Or your new option - cut through a busy Kwik Trip parking lot to get to Humboldt, which does not have sidewalks east of the Huron/Humboldt intersection. So now I am dodging semis and cars in the parking lot to cross Humboldt, walk on a busy street with no sidewalks, until I can get to a crosswalk at Humboldt and Huron? How is that a safer option?

Have you been to this location? What data has been collected on how many cars are passing through, the speed at which they are traveling and the lack of safe options for bikers and walkers?

My short little street was required to put in/pay for sidewalks a few years ago even though the houses were built 12-14 years ago. These sidewalks lead to nowhere. We were told the sidewalks needed to be put in because the city was working to improve the safety of the pedestrians and bikers. Doesn't really seem to be the truth. I'm disappointed in the city for not making the safety of its citizens a higher priority.

Thank you for your time.
Jackie Haefs



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.5

To hold the request to rescind or reduce the long grass/weed compliance cutting charge of \$178.30 on Invoice 133126 for Rexford Buxton at 311 N. Oakland Avenue. (Ald. Johnson)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Ald Johnson Communication_311 N Oakland Ave
2. DPW Documentation for Inv 133126_311 N Oakland Ave

Attachments: [115626164_1176032216101011_5569481183909494597_n.jpg](#)
[109523457_290071275532692_5968367548194468128_n.jpg](#)
[109352031_206402254096872_4846110079460004381_n.jpg](#)
[109499559_3399273510125505_3752465188868458804_n.jpg](#)

From: District Nine
Sent: Monday, August 17, 2020 4:12 PM
To: Kris Teske <Kris.Teske@greenbaywi.gov>
Cc: Steven Grenier <Steven.Grenier@greenbaywi.gov>
Subject: I&S Communication

For consideration and possible action to rescind or reduce charges for invoice no. 133126, Rexford Buxton, 311 N Oakland Ave.

Background: The resident contacted me indicating he felt the charges were excessive. He said it takes him 15 min. to cut his yard. Photos of yard and invoice attached.

Follow me on Facebook to receive regular updates on city issues. [@BrianJohnsonGB](#)

Brian H. Johnson
Alderman, District 9

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

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



GREEN BAY CITY TREASURER

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

INVOICE

Invoice Date	Invoice No.
07/14/2020	133126
Customer Number	
58131	
Invoice Total Due	
\$178.30	
Customer PO	Due Date
	08/13/2020

REXFORD E BUXTON, ETAL
311 N OAKLAND AVE
GREEN BAY, WI 54303-2835

FOR PARCEL 5-494 AT 311 N OAKLAND AVE - ACTION
TAKEN: LONG GRASS/WEED COMPLIANCE CUTTING
06/03/2020

0000018202060013312630000017830

✕ Please Detach and return top portion with your payment ✕

Green Bay, WI 54301

Invoice Date: 07/14/2020

Customer Number: 58131

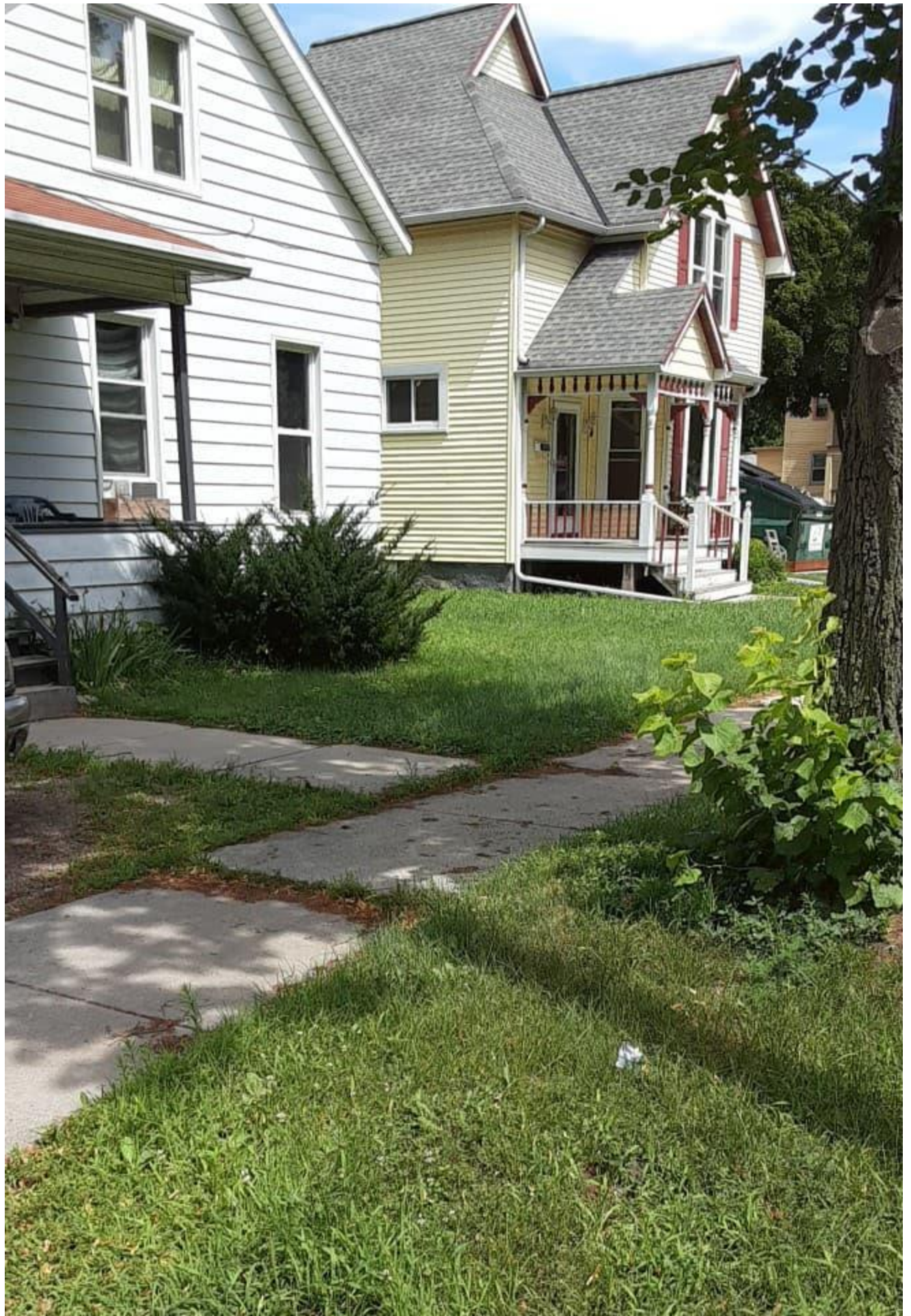
Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
BASE CHARGE PER PARCEL	1.00	\$52.00	EACH	\$52.00	\$0.00	\$0.00	\$52.00
WEED CUTTING LABOR	0.75	\$72.00	EACH	\$54.00	\$0.00	\$0.00	\$54.00
WEED CUTTING EQUIPMENT	0.75	\$84.00	EACH	\$63.00	\$0.00	\$0.00	\$63.00
	1.00	\$9.30	EACH	\$9.30	\$0.00	\$0.00	\$9.30

Please put Invoice Number on your check.
Make checks payable to City of Green Bay.

Invoice Total:

\$178.30









GREEN BAY CITY TREASURER

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

INVOICE

Invoice Date	Invoice No.
07/14/2020	133126
Customer Number	
58131	
Invoice Total Due	
\$178.30	
Customer PO	Due Date
	08/13/2020

REXFORD E BUXTON, ETAL
311 N OAKLAND AVE
GREEN BAY, WI 54303-2835

FOR PARCEL 5-494 AT 311 N OAKLAND AVE - ACTION
TAKEN: LONG GRASS/WEED COMPLIANCE CUTTING
06/03/2020

00000182020600133126300000178301

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 07/14/2020

Customer Number: 58131

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
ADMINISTRATIVE CHARGE PER PARCEL	1.00	\$52.00	EACH	\$52.00	\$0.00	\$0.00	\$52.00
LONG GRASS/WEED CUTTING LABOR	0.75	\$72.00	EACH	\$54.00	\$0.00	\$0.00	\$54.00
LONG GRASS/WEED CUTTING EQUIPMENT	0.75	\$84.00	EACH	\$63.00	\$0.00	\$0.00	\$63.00
5.5% TAX RATE	1.00	\$9.30	EACH	\$9.30	\$0.00	\$0.00	\$9.30
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:	\$178.30		

GENERAL ORDINANCE 8.11 NOXIOUS WEEDS & VEGETATION MANAGEMENT - AMOUNT MUST BE PAID
IN 30 DAYS OR BE PLACED ON THE TAX ROLL. PLEASE CALL THE DEPARTMENT OF PUBLIC WORKS
AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY



LONG GRASS/WEEDS FORM
CITY MUNICIPAL ORDINANCE 8.11

PARCEL # 5-494
INVOICE # 133126 INV. DATE 7.14.20

DATE: 5-29-20 TIME: 1045 NAME: Whiting
ADDRESS: 311 N OAKLAND AVE VEGETATION HEIGHT: _____

PROPERTY TYPE: ☐ Single ☒ Multi ☐ Apartment Duplex ☐ Vacant Lot ☐ Railroad ☐ DBO ☐ DBO

LOCATION: ☒ Front Yard ☒ Side Yard ☒ Rear Yard ☒ Fence Line
☐ Sidewalk ☒ Terrace ☐ ROW ☐ Fenced Area

REMARKS: _____

PROPERTY RE-CHECK: DATE: 6-1-20 TIME: 900 NAME: Whiting

REMARKS: _____

WORK DONE BY CITY: DATE: 6/3/2020 TIME: 7:20 NAME: Borley/Woelfel

START TIME: 7:20 FINISH TIME: 7:40 ☐ Overtime ☒ Regular Time

UNIT #: 163, 974, 231, 512, 964, 1026, 1002, 1516 LABOR/TIME: 20x2 EQUIP/TIME: 20x2

☒ Grass/Weed Control

☒ Trimming

☒ Clean-up

REMARKS: DBO on the Back Cut Front. SUPERVISORY APPROVAL DRS K15
20 min + 15 min travel = 35 min = 44.75 hr. AVG

DONE BY OWNER: DATE: _____ TIME: _____ NAME: _____

REMARKS: _____

Dan Szymik

From: noreply@ci.green-bay.wi.us
Sent: Wednesday, May 27, 2020 1:00 PM
To: Chris Pirlot; Dan Szymik; David Wiesman; Debbie Haines-Epping; Dustin McMullen; Justin Linzmeier; Nathan Wachtendonk; Tim Gates; Josh Brassfield
Subject: New Request: Street - LONG GRASS COMPLAINT

STREET - LONG GRASS COMPLAINT

ADDRESS: 315 N OAKLAND AV

LONG GRASS

~~Item: LONG GRASS~~

PickUpDate:

RateID:

05/27/2020 12:59 PM

~~Entered By: audrava~~

To view online you can visit:

<https://rfs.greenbaywi.gov/RequestForService/Sublimate.aspx?Target=Secure\RequestSearch&TrackingID=66411>

311 ALSO



LONG GRASS/WEEDS FORM
CITY MUNICIPAL ORDINANCE 8.11

PARCEL # 5-494
INVOICE # _____ INV. DATE _____

DATE: 5-29-20 TIME: 1045 NAME: Whiting
ADDRESS: 311 N OAKLAND AVE VEGETATION HEIGHT: _____

PROPERTY TYPE: ☐ Single ☒ Multi ☐ Apartment ☐ Vacant Lot ☐ Railroad
Duplex _____ ☐ DBO Duplex _____ ☐ DBO

LOCATION: ☒ Front Yard ☒ Side Yard ☒ Rear Yard ☒ Fence Line
☐ Sidewalk ☒ Terrace ☐ ROW ☐ Fenced Area

REMARKS: _____

PROPERTY RE-CHECK: DATE: 6-1-20 TIME: 900 NAME: Whiting

REMARKS: _____

WORK DONE BY CITY: DATE: _____ TIME: _____ NAME: _____

START TIME: _____ FINISH TIME: _____ ☐ Overtime ☐ Regular Time

UNIT #: _____ LABOR/TIME: _____ EQUIP/TIME: _____

☐ Grass/Weed Control ☐ Trimming ☐ Clean-up

REMARKS: _____ **SUPERVISORY APPROVAL** _____

DONE BY OWNER: DATE: _____ TIME: _____ NAME: _____

REMARKS: _____

06/03/2020 07:25

311

311

06/03/2020 07:27



06/03/2020 07:27



06/03/2020 07:28



06/03/2020 07:28



06/03/2020 07:41



06/03/2020 07:41



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.6

To refer back to Department of Public Works staff to present to the Improvement and Services Committee a few options for more effective downtown snow bank management. It's requested that examples be provided from the 10 largest municipalities in the state. (Alds. Johnson and Scannell)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald Johnson and Ald Scannell Joint Communication

From: District Nine

Sent: Monday, August 17, 2020 10:30 AM

To: Kris Teske <Kris.Teske@greenbaywi.gov>

Cc: Steven Grenier <Steven.Grenier@greenbaywi.gov>; District Seven <District.7@greenbaywi.gov>

Subject: I&S Communication

This is a joint communication from Alders Scannell and Johnson:

"To direct DPW staff to present to the Improvement and Services Committee a few options for more effective downtown snow bank management. It's requested that examples be provided from the 10 largest municipalities in the state."

Alders have received multiple communications from business owners concerned about how snowbanks are currently managed. Additionally, the concern is heightened this year with reliance on curbside pickups due to the pandemic.

Follow me on Facebook to receive regular updates on city issues. [@BrianJohnsonGB](#)

Brian H. Johnson

Alderman, District 9

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

(e) district9@greenbaywi.gov

(p) 920.242.2206

(w) www.greenbaywi.gov



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.7

To refer to Park Committee to look at the layout plan of the Green Bay Metro Boat Launch to see if there are potential renovations/updates to enhance potential renovations/updates to enhance efficiencies of the facility. Also, to take a look at Brown County boat launch facelift including the potential vacant Eagles Nest location on Nicolet Drive, as to how they may affect or enhance the Green Bay Metro Boat Launch locations. (Ald. Steuer)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Steuer Communications_ I&S

From: [Jaime Fuge](#)
To: [Steven Grenier](#); [Jamie Destiche](#); [Elizabeth Nadolski-Spears](#)
Subject: Communications: I&S
Date: Wednesday, August 19, 2020 9:05:36 AM
Attachments: [IMG_9158.jpg](#)
[IMG_9157.jpg](#)

Good Morning,

Attached are the late communications from Ald. Steuer at 8/18.

To I&S/DPW-Parks:

To look at the layout plan of the Green Bay Metro Boat Launch to see if there are potential renovations/updates to enhance potential renovations/updates to enhance efficiencies of the facility. Also, to take a look at Brown County boat launch facelift including the potential vacant Eagles Nest location on Nicolet Drive, as to how they may affect or enhance the Green Bay Metro Boat Launch locations.

To I&S/Inspections:

To review Zoning Code 13.541 pertaining to "fence location and heights" in order to seek updates on revisions to increase the efficiency of the ordinance.

Thank you,

Jaime

Administrative Clerk II
Green Bay City Hall
100 N Jefferson St. Rm 106
Green Bay, WI 54301

SUCCESS OF THE CITY OF GREEN BAY, NOW AND
INTO THE FUTURE. WE DO THIS AND PRAY THIS
IN YOUR NAME. AMEN

COMMUNICATIONS - COUNCIL (8-18-20)

① To I & S / DPW - PARKS

To look at the layout plan of the Green Bay
Metro Boat Launch to see if there are
potential renovations / updates to enhance
efficiencies of the facility. Also, to take a
look at Brown County Boat Launch facilities
including the potential vacant Eagles Nest
location on Nicolet Drive, as to how these
may affect or enhance the Green Bay
Metro Boat Launch location

To I & S / Inspection

To review zoning Code 13.521 ~~pertaining~~

① To I & S / DPW - PARKS
To look at the layout plan of the Greer Bay
Metro Boat Launch to see if there are
potential renovations/updates to enhance
efficiencies of the facility. Also, to take a
look at Broward County Boat Launch facilities,
including the potential vacant Eagles Nest
location on McCollet Drive, as to how these
may affect or enhance the Greer Bay
Metro Boat Launch location

② To I & S / Inspection
To review zoning Code 13.521 ~~pertain~~
pertaining to "fence location and height"
in order to seek updates or revisions
to increase the efficiency of the ordinance

INVOCATION

LORD, AS WE MANEUVER THROUGH THE HEAT
OF THE SUMMER DURING THIS PANDEMIC



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.8

To refer to Plan Commission to review Zoning Code 13.54I pertaining to “fence location and heights” in order to seek updates on revisions to increase the efficiency of the ordinance. (Ald. Steuer)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Steuer Communications_ I&S

From: [Jaime Fuge](#)
To: [Steven Grenier](#); [Jamie Destiche](#); [Elizabeth Nadolski-Spears](#)
Subject: Communications: I&S
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To I&S/Inspections:

To review Zoning Code 13.541 pertaining to "fence location and heights" in order to seek updates on revisions to increase the efficiency of the ordinance.

Thank you,

Jaime

Administrative Clerk II
Green Bay City Hall
100 N Jefferson St. Rm 106
Green Bay, WI 54301

SUCCESS OF THE CITY OF GREEN BAY, NOW AND
INTO THE FUTURE. WE DO THIS AND PRAY THIS
IN YOUR NAME. AMEN

COMMUNICATIONS - COUNCIL (8-18-20)

① To I & S / DPW - PARKS

To look at the layout plan of the Green Bay
Metro Boat Launch to see if there are
potential renovations / updates to enhance
efficiencies of the facility. Also, to take a
look at Brown County Boat Launch facilities
including the potential vacant Eagles Nest
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Metro Boat Launch location

To I & S / Inspection

To review zoning Code 13.521 ~~pertaining~~

① To I & S / DPW - PARKS
To look at the layout plan of the Greer Bay
Metro Boat Launch to see if there are
potential renovations/updates to enhance
efficiencies of the facility. Also, to take a
look at Broward County Boat Launch facilities,
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location on McCollet Drive, as to how these
may affect or enhance the Greer Bay
Metro Boat Launch location

② To I & S / Inspection
To review zoning Code 13.521 ~~pertain~~
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in order to seek updates or revisions
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INVOCATION

LORD, AS WE MANEUVER THROUGH THE HEAT
OF THE SUMMER DURING THIS PANDEMIC



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.9

To approve the revised policy as read for reimbursement to property owners who repair tree-damaged sidewalk. (Ald. Wery)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Ald. Wery Communication - Sidewalk Questions 1720 Frank
2. City of Green Bay Policy on Sidewalk Installation and Repair - Draft 09-09-2020

From: Chris Wery [mailto:chriswery@att.net]
Sent: Monday, July 27, 2020 8:49 PM
To: Steven Grenier <Steven.Grenier@greenbaywi.gov>; Nancy Quirk
<Nancy.Quirk@greenbaywi.gov>
Subject: Sidewalk Questions 1720 Frank

Howdy Steve and Nancy! 1 is for Steve, 2 is for Nancy :)

1) I think I found a gaping hole in our sidewalk ordinance. We allow residents to do their own sidewalks, however, if they do one that had a "T" tree mark and we would have replaced it...we do not make them 'whole' or even come remotely close to reimbursing them. I have a resident at 1420 Frank who went in with a neighbor to replace their walks and he paid \$200 a cake. He figured the city would reimburse for the tree damage. However, he would only get \$25 a cake. That is beyond strange. Do we need to redo this ordinance so that it reflects current rates each year?

Should I put this address on an agenda to get the full reimbursement for the tree damaged cakes?

2) There were 2 cakes damaged by the water department when a water main broke. The cakes caved in on each other.

Nancy, can you review the address for notes and can the homeowner get reimbursed for the cakes?

Much appreciated....

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

City of Green Bay Policy on Sidewalk Installation and Repair

The installation and maintenance of pedestrian sidewalks in the City of Green Bay is addressed under Section 9.24, Green Bay Municipal Code. By reference, this ordinance incorporates the provisions of Sections 62.16 and 66.0907, Wis. Stats.

Once new sidewalks are determined to be necessary, or existing sidewalks are found to be in need of repair, orders for the construction or repair of those sidewalks are served to the property owners for each parcel in front of which the work is ordered. This notice is in the form of a resolution of the Common Council. The resolution provides the owner with 60 days to complete the work required, after which time, the City may complete the work and invoice the owner. Upon receipt of the orders to complete the installation or repair, property owners have several options, explained in greater detail below.

Option 1 = Do Nothing

1. After the 60 day timeframe expires, the city's contractor will be ordered to construct or reconstruct the sidewalk noted on the order
2. The City will invoice the owner for the cost of sidewalk based on the square footage of the sidewalk installed at the current contract price

Option 2 = Property Owner complete the repairs themselves

1. Sidewalk work must be completed before the 60 day notice expires
2. Work must be done by property owner only, not by family, a friend, neighbor or others
3. The property owner shall notify the Department of Public Works - Engineering Division they will be replacing their sidewalk that has been ordered to be installed or reconstructed.
4. Property owner obtains permits for repairs to the sidewalk (Excavation Permit, Obstruction Permit, & Sidewalk Grade Permit)
5. Property owner shall provide proper signing and barricading of the work prior to commencing the work.
6. Property owner shall construct the sidewalk in accordance with City standards.

7. Property owner to inform the City the work is completed and ready for final inspection in order to accept the repairs
8. If the work is found to be unacceptable, the property owner shall remove the sidewalk and replace it to conform to City standards. If work is not completed within 60 days, the City's Contractor will complete the work and property owner will be billed.

Option 3 = Property Owner hires a licensed contractor

1. Sidewalk work must be completed before the 60 day notice expires.
2. The property owner shall notify the Department of Public Works - Engineering Division that they are going to replace their sidewalk that has been ordered to be reconstructed.
3. City's website has a list of Sidewalk Builders holding a current license with the City
4. Licensed Contractor (Sidewalk Builder) obtains permits for repairs to the sidewalk (Excavation Permit, Obstruction Permit, & Sidewalk Grade Permit)
5. Licensed Contractor shall provide proper signing and barricading of the work prior to commencing the work.
6. Licensed Contractor shall construct the sidewalk in accordance with City standards.
7. Repairs are made by licensed contractor and property owner pays the contractor directly. The sidewalk replacement shall include ALL damaged sidewalks including sidewalks listed as credit (eg. Street Tree Damage)
8. If the work is found to be unacceptable, the property owner shall remove the sidewalk and replace it to conform with City standards. If work is not completed within 60 City Contractor will come in to complete work and property owner will be billed.
9. Property Owner informs the City the work is completed and ready for final inspection to accept the repairs.

Sidewalk Repair Options:

Remove & Replace	Complete replacement of damaged sidewalk
Diamond Grind	Sidewalks that are raised slightly
Mudjacking	Sidewalks that are sunken and need to be raised
Epoxy Crack Filling	Larger cracks or divots that need to be filled

Procedure for Reimbursing Property owners for Sidewalk Credits

If a Property Owner chooses to construct or reconstruct the sidewalk themselves or through a licensed contractor, and a sidewalk credit is indicated ("Lin Ft Credit") the Property Owner is eligible to apply to the City for reimbursement of damaged sidewalk that are a City responsibility.

1. If the work is found to be acceptable, the property owner shall submit an invoice to the Department of Public Works - Engineering Division for sidewalk credit sidewalks (eg. street tree damage).
2. The invoice shall state the area replaced in square feet and the amount due.
3. ~~The amount due shall be calculated using a rate of \$1.00/square foot~~The reimbursement shall be the actual cost of materials, if the Property Owner completes the work themselves, or the invoice cost if the Property Owner hires a Licensed Sidewalk Builder. In all cases, the reimbursement shall not exceed the rate established under the current year sidewalk construction and repair contract.
4. The invoice shall be accompanied by a copy of the concrete company delivery slip verifying the concrete mix.
5. Upon receipt of the invoice, the Department of Public Works - Engineering Division shall verify the calculations and process payment.
6. Please note that the property owner is NOT involved in the billing process for sidewalks listed as Sidewalk Credit when city contractor reconstructs the sidewalk.

Sidewalk Billing and Payments

The Common Council has authorized the Department of Public Works to extend the 60-day time period called for, in the sidewalk order, in hardship cases. A request for an extension must be in writing explaining the hardship for which the extension is requested. This request should be sent to the Department of Public Works, Room 300, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, 54301.

For sidewalk ordered for replacement that are not paid in full or any remaining balance after the 30 days of invoiced date will roll onto the property taxes, and shall be payable to the City of Green Bay in 5 annual installments at the interest rate established annually. All sidewalk that is replaced and listed as a sidewalk credit will be paid for by the City.



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.10

To approve the request by Matthew Johnson for additional compensation related to replacement of tree-damaged sidewalk at 1420 Frank Street and granting additional compensation up to \$7.75 per square foot in accordance with new policy. (Ald. Wery)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Wery Communication - Sidewalk Questions 1720 Frank

From: Chris Wery [mailto:chriswery@att.net]
Sent: Monday, July 27, 2020 8:49 PM
To: Steven Grenier <Steven.Grenier@greenbaywi.gov>; Nancy Quirk <Nancy.Quirk@greenbaywi.gov>
Subject: Sidewalk Questions 1720 Frank

Howdy Steve and Nancy! 1 is for Steve, 2 is for Nancy :)

1) I think I found a gaping hole in our sidewalk ordinance. We allow residents to do their own sidewalks, however, if they do one that had a "T" tree mark and we would have replaced it...we do not make them 'whole' or even come remotely close to reimbursing them. I have a resident at 1420 Frank who went in with a neighbor to replace their walks and he paid \$200 a cake. He figured the city would reimburse for the tree damage. However, he would only get \$25 a cake. That is beyond strange. Do we need to redo this ordinance so that it reflects current rates each year?

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Much appreciated....

Alderman Chris Wery
920-490-9282

chriswery@att.net

Facebook: Alderman Chris Wery, District 8 City of Green Bay



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.11

To approve the request by Department of Public Works to award a Professional Engineering Service Contract to McMahon Associates, Inc. for Hydrologic / Hydraulic Analysis for Storm Basin 342 & 342A (Mason Street to Timberland Drive, Sandstone Place to Crestwood Drive) to investigate potential high water complaints during intense rain events around LaCount Creek (Parkway), Shepherds Path, Sorenson Drive and East Sorenson Drive in the amount of \$33,400.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.12

To approve the request by Department of Public Works to award a Professional Engineering Service Contract to McMahon Associates, Inc. for Hydrologic / Hydraulic Analysis for Storm Basin 581 including all subbasins, with specific emphasis to look at the high water issues during intense rain events along East Shore Circle, East Shore Drive from Irwin Avenue to Danz Avenue, and Irwin Avenue adjacent to Bay Beach Amusement Park in the amount of \$79,700.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.13

To approve the request by Department of Public Works to award a Professional Engineering Service Contract to Collins Engineers, Inc. for waterfront modifications for Leicht Park to investigate and complete preliminary design of fender and mooring systems for cruise ship docking in the amount of \$26,200.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Final Leicht Park Cruise Ship Proposal



August 19, 2020

Ms. Trista Hobbs
Assistant City Engineer – Special Projects
City of Green Bay
Department of Public Works
100 North Jefferson Street, Room 300
Green Bay, WI 54301

Dear Ms. Hobbs,

Enclosed please find Collins Engineers' proposal for the Leicht Park waterfront modifications.

Collins Engineers greatly appreciates the opportunity to work with the City of Green Bay in completing this significant project. If you have any questions concerning this proposal or would like to discuss further, please contact me at 920-252-2418 or email me at smiller@collinsengr.com.

Sincerely,

Steven J. Miller

Steven J. Miller
Regional Manager
Collins Engineers, Inc.

I. PROJECT UNDERSTANDING

Leicht Park is located on the west bank of the Fox River in Downtown Green Bay. The park hosts a picnic area and regular summer festivals and concerts by the water. The park is also a ceremonial arrival point for cruise ships, visiting tall ships and newly christened ships from local shipyards that berth alongside a steel sheet pile quay wall.

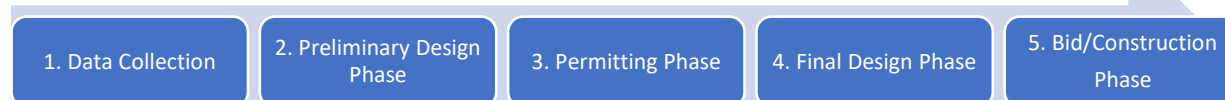
The City of Green Bay (City) is currently negotiating with the Great Lakes Cruise Ship Company (GLCC) and other potential cruise companies to make the park an ongoing destination for Great Lakes cruises.

The City has requested Collins Engineers, Inc. (Collins) to prepare a proposal to provide marine/waterfront engineering services to upgrade the park facilities to accommodate the cruise ships. It is anticipated that upgrades will be needed to the existing quay walls, fendering, mooring and other infrastructure.



II. PROJECT APPROACH

Based on preliminary discussions with the City, Collins has defined the following scope of services, broken down by task for the City's consideration.



TASK 1. DATA COLLECTION

Kickoff Meeting

Prior to completing site investigations, Collins will attend a Kickoff Meeting (Meeting No. 1) with the City to discuss the overall project goals and strategy. During the meeting we will review the project team; discuss the project scope; and obtain any additional information for the site such as number and size of vessels that will be utilizing the site. This will also give the City an opportunity to highlight specific wants or needs for the site, and to discuss the deliverables and overall project schedule. Collins can host a virtual meeting if the City desires.

Site Survey

Prior to completing site investigations, Collins will request any available survey or plan information from the City that may be useful during the design phase to evaluate any needed site modifications, and to develop the final, plans and specifications, and estimates.



Since the City has recently completed repairs and improvements to the park, and for estimating purposes, we have assumed that a survey plan will be available. However, if this information is not available, Collins will complete a topographic survey to document the existing site topography and to locate the existing quay wall, walkway, railing, mooring hardware, and other infrastructure. Collins will utilize a drone to obtain detailed aerial photography of the project site. The drone would be operated by an FAA Part 107 licensed UAV pilot and the photograph processed through a photogrammetry software to obtain a detailed 3-D model of the above-water portions of the project site. This greatly assists with the visual orientation of the final deliverables.

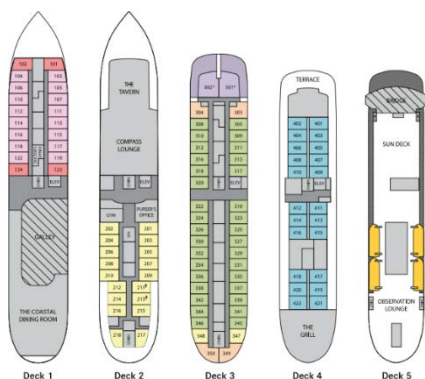
Underwater inspection and Hydrographic Survey

In order to evaluate the existing waterfront facilities, it is proposed that an underwater inspection of the quay wall and a hydrographic survey of the adjacent riverbed be completed. The information collected during the inspection and survey work will provide the data necessary to establish a baseline for the analysis of the proposed docking and mooring components and anticipated upgrades. Collins has the expertise to perform the site investigations and surveys in-house which reduces the coordination and associated fees necessary with subcontracting the survey work.

Cruise Ship Vessel Research

In order to properly conduct the necessary mooring and berthing analysis, Collins will contact potential cruise operators at the site to determine the range of vessels that could possibly use the site. This research will provide the City with the opportunity, if desired, to upgrade the waterfront to accommodate other vessels in the future. Under this task Collins will contact GLCC and other known Great Lakes cruise operators including Viking Expeditions, Pearl Seas Cruises, and Blount Small Ship Adventures.

It is understood that the City is presently awaiting design requirements from GLCC for their proposed vessel requirements; however, during our cursory research for this project, it was found that the GLCC regularly offers cruises on the Victory I and Victory II cruise ships. In fact, the Victory I was scheduled to arrive in Green Bay in 2018, but later cancelled due to overhaul work on the ship. Collins was able to preliminarily identify the following information for the Victory I.



Victory I Specifications

Length	285 feet
Beam (width)	49 feet
Decks	5
Crew	90
Passengers	216
Cabins	105



COLLINS
ENGINEERS



Cargo Ship Vessel Research

When moving ships pass close to a moored ship, hydrodynamic loads may be imparted on the moored ship (e.g. cruise ship). These loads must be resisted by the mooring system.

The Port of Green Bay consists of multiple port businesses and terminal operators with cargo ship deliveries along the Fox River. These cargo vessels are typically very large and measure up to 750 feet in length and 78 feet wide in some cases. As such, Collins will communicate with the Port of Green Bay's Director, Dean Haen to further research cargo vessel operations and any impact their operations may have on the design upgrades or planned operations at the site.



TASK 2. PRELIMINARY DESIGN PHASE

Once the preliminary data collection is complete, Collins will work in concert with the City to select a design vessel. Collins will then complete a mooring and berthing analysis for the design vessel including an analysis related to passing cargo vessels as described above. Collins will develop a Preliminary Design Report which will include a description of the data collected, the alternatives investigated, order of magnitude construction costs, a summary of the required regulatory permits, a proposed construction schedule, and the recommended alternative for final design. It is anticipated that the existing site layout and quay wall can accommodate the design vessels and will require minimal changes. Therefore, the alternative analysis will consider various upgrades and amenities including:

- Fender system type and layout;
- Required bollards and spacing; and
- Site design requirements.
 - Accessibility needs (e.g. ADA ramps, removeable railing etc.)
 - Utility needs and upgrades



The Preliminary Design Report will include schematic plan and cross section views with a preliminary layout of the proposed fender system and mooring hardware. The order of magnitude construction costs will be developed utilizing vendor pricing, recent bid prices from similar projects, published cost estimating resources, and engineering judgement based on our experience. Collins will submit the Preliminary Design Report to the City on an agreed upon schedule, and after addressing any City Comments, request approval to begin final design.

Collins will provide the Preliminary Design Report in PDF file format. Following the City's review, Collins will attend one (1) meeting (Meeting No. 2) with you to discuss the proposed design before advancing to the next phase. Collins can host a virtual meeting if the City desires.



COLLINS
ENGINEERS



TASK 3. PERMITTING PHASE

It is anticipated that the proposed improvements will require local permits and may require both state and federal permits depending on the impacts determined during design development. Under this task, Collins will incorporate the City's comments to the design drawings and advance the selected alternatives to a permit level submission. Collins will then prepare the necessary regulatory permit applications and supporting information including the alternatives analysis and environmental impacts. The applicability of the permits shown below will be investigated during the preliminary design phase:

- Wisconsin DNR Permits
 - *Wisconsin Pollutant Elimination Discharge System General Permit*
- ACOE Permits
 - *ACOE Nationwide Permit #3- Maintenance*
 - *ACOE Nationwide Permit #9- Structures in Fleeting and Anchorage Areas*
 - *ACOE Nationwide Permit #28- Modification of Existing Marinas*

Collins cannot guarantee that a permit will be issued nor control the time required to obtain a permit after the application is submitted. In addition, there is no assurance that the regulatory review process will not alter the scope of the project, require additional information, or require special meetings. Any such additional work required during the regulatory review process shall be considered as Additional Services, entitling Collins to additional compensation.

TASK 4. FINAL DESIGN PHASE

After receiving input and design approval from the City for the recommended alternative, Collins will begin preparation of the final plans, specifications, and construction estimate for the project.

Final Plans

Collins will complete final design and develop construction drawings upon issuance of permits. Any Special Conditions and refinement of the project layout/configuration required by regulatory agencies will be incorporated; however, it is assumed that any refinements will be minor in nature. The final plans will include an overall site plan showing the proposed fendering, mooring locations, as well as any necessary site improvements. The plans will also include details of any needed modifications to the existing infrastructure.



Specifications

To the extent possible, Collins will utilize the City of Green Bay's Standard Specifications and bid items to establish the quantities and quality of materials to be furnished under the contract. Special provisions will be written to modify, and /or supplement the standard specifications for the project. For the purposes of this proposal, it is assumed that the City will prepare the front end-specifications and advertise and bid the project.



Construction Estimate

In concert with the preparation of plans and specifications, Collins will prepare the final construction estimate for bidding purposes. Quantity take-offs will be derived from the plans, and unit costs will be developed utilizing vendor pricing, recent bid prices from similar projects, published cost estimating resources, and engineering judgement based on our experience. Special or proprietary items where unit cost information is not available will be researched separately to determine these costs.

A draft package of the construction documents will be provided to the City for review. We will host one (1) virtual meeting (Meeting No. 3) to review comments and confirm mutually agreed upon resolution(s) to the comments. Following the meeting, Collins will finalize the construction document package. It is anticipated that revisions to the draft package will be minor in nature. The final approved contract documents shall be submitted to the City in .pdf and .dwg format.

TASK 5. BID/CONSTRUCTION PHASE SERVICES

Once the Final Design Package is submitted and approved by the City, Collins can provide Bid/Construction phase services. These services could include attendance at a pre-bid site meeting with potential contractors, responding to contractor questions and RFI's, review of the contractor's submittals that are required by the construction documents, periodic site visits to verify that the contractor is meeting the requirements and intent of the design, in-office technical support, and project closeout. We can provide a proposal for the construction phase service upon request from the City.



COLLINS
ENGINEERS



III. ENGINEERING ESTIMATE

At this time, we have included fees associated with Task 1 and Task 2 only and will prepare separate proposals for Permit, Final Design, Bid and Construction Phase Services as needed when these phases are approved by the City. This will allow Collins and the City to refine the scope and fee based upon the selected alternative and will eliminate assumptions that may increase the price.

Collins will complete the work provided under the Scope of Services as Lump Sum for our estimated fee as summarized below.

TASK	ESTIMATED FEE*
Task 1A: Data Collection	\$5,400
Task 1B: Data Collection-Underwater Inspection	\$6,400
Task 1C: Data Collection-Bathymetric Survey	\$800
Task 2: Preliminary Design	\$14,200
Task 3: Permit Phase	TBD
Task 4: Final Design	TBD
Task 5: Bid and Construction Phase	TBD
Lump Sum Total:	\$26,200

* Estimated Fee includes labor, overhead, profit, and expenses.

Should unforeseen conditions become evident during the work that require a change in our efforts and estimated fee, Collins will notify you to discuss modifications to our contract.



COLLINS
ENGINEERS



IV. DESIGN SCHEDULE

We understand that the City wishes to have the project bid in the Spring of 2021. We are prepared to initiate work upon authorization to proceed, and have developed the following preliminary schedule:

Task 1: Data Collection.....September 2020

Kickoff Meeting: 1 week after NTP

Vessel Research: 2 weeks after NTP

Site Inspection: 3 weeks after NTP

Task 2: Preliminary Design.....October 2020

Draft Submission: 3 weeks after completing Task 1

Design Review Meeting: 1 week after Draft Submission

Task 3: Permitting Phase.....November 2020

Task 4: Final Design.....December 2020

Task 5: Bid/Construction Phase.....March 2021

Collins can progress final design during regulatory review of applications in order to have construction documents ready when approvals are issued. (Significant changes to the project limits, layout, configuration, etc. that may be required by regulatory agencies would likely require additional compensation for our services.)

V. REQUESTED INFORMATION FROM CITY (AS AVAILABLE)

- 1) Great Lakes Cruise Company design requirements
- 2) Potential additional cruise ship operators
- 3) Available Site Information (survey/site layout/walkway and dock wall details)
- 4) Available CADD files





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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.14

To approve the request by Department of Public Works to award a Professional Engineering Service Contract to Walker Consultants for the analysis of post-tension structural members at Pine Street Ramp and design of repairs in the amount of \$22,085.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Walker Consultants for Green Bay Pine Street Ramp PT Repair
2. Walker_Addendum No. 1 PINE STREET RAMP POST-TENSION ANALYSIS AND REPAIR PLANS



Prepared for City of Green Bay

Pine Street Ramp Post-Tension Analysis and Repair Plans

August 18, 2020

Prepared by

1660 Highway 100, Suite 545
Minneapolis, MN 55416
952.595.9116
walkerconsultants.com



WALKER
CONSULTANTS



1660 S. Highway 100, Suite 545
Minneapolis, MN 55416
952.595.9116
walkerconsultants.com

18 August 2020

Trista Hobbs
Department of Public Works
City of Green Bay
100 N. Jefferson Street, Room 300
Green Bay, WI 54301

Re: Proposal- Pine Street Ramp Post-Tension Analysis and Repair Plans

Dear Ms. Hobbs:

Walker Consultants (Walker) is pleased to submit the following proposal to provide our structural engineering services for post-tension analysis at the Pine Street Ramp for the City of Green Bay.

Walker Consultants is an industry leader in restoration consulting services. We have a staff of engineers, architects, and technicians, in our office servicing your project that specializes in the evaluation and restoration of parking structures. Our group has been involved in hundreds of evaluations and repairs of similar post-tensioned structures, both small and large-scale. We understand that assessment and restoration projects can be an extreme disruption to the use of the structure, if not carefully planned. Therefore, our goal is to provide you with appropriate and cost-effective repair recommendations that can be phased as needed and will address the cause of the issues within the structure, so these potential extreme disruptions don't occur on a routine basis. We believe we have the right team to assess your structure and provide competent recommendations for the maintenance of this asset as we have provided for many of our clients.

Our team for this proposal is led by our Director of Restoration, Mike Retterath, who has extensive experience in the assessment of post-tensioned concrete structures, design of structural concrete repairs with specialty experience repairing post-tensioned concrete structures, expertise in providing asset management plans and emergency/immediate engineering services, as well as waterproofing system evaluation and design for parking structures. Also on our team is Diego Romero, a licensed structural and professional engineer, with specialized expertise in structural evaluation, analysis and repair/strengthening including numerous restoration projects relating to cracked or deteriorated post-tensioned slabs and beams, and deteriorated concrete framing. All members of Walker's team have direct experience performing post tension analysis and preparing repair designs for parking structures that will extend the service life of the facility.

The enclosed proposal includes just a few examples of Walker's over 1,500 major parking structure repair and restoration projects. We look forward to working with the City of Green Bay and showing how our experience and practical solutions has resulted in over 85% of our work being received from repeat clients. We take pride in our mission to make a positive impact for our clients, employees, and communities.



WALKER
CONSULTANTS

1660 S. Highway 100, Suite 545
Minneapolis, MN 55416
952.595.9116
walkerconsultants.com

The entire Walker Consultants team is committed and available to provide the required structural engineering services needed to restore your structure. We look forward to this opportunity to work with you.

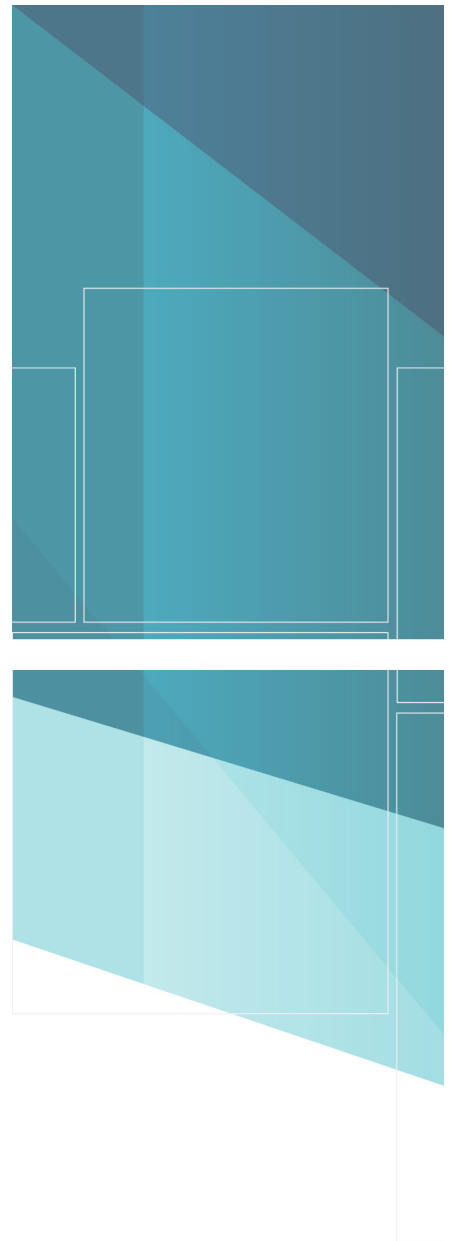
Sincerely,

WALKER CONSULTANTS

Michael H. Retterath (Walker's Contact Person)
Director- Building Envelope, Forensics & Restoration
1660 S. Highway 100, Suite 545
Minneapolis, MN 55416
Direct Phone: 952.225.5392
Office Phone: 952.595.9116
Email: MRetterath@walkerconsultants.com

Contents

01 History of Firm	5
02 Statement of Firm Qualifications	8
03 Project Experience	10
04 Key Personnel	17
05 Scope of Services	21
06 Schedule	24
07 Proposed Fee	26





01 History of Firm

Company Profile

Established in 1965 as a structural engineering firm, Walker rapidly morphed into a parking design and consulting firm and by the 1980s was the leading parking consulting firm in the United States.

Today, Walker Consultants is a consulting firm with 22 domestic offices. Our team of over 325 multidiscipline professionals bring experience working in all 50 states and 20 foreign countries.

Offices **22**

Staff **325**

States **50**

Countries **20**

Repeat Customers (%) **85**

We are proud of the impact our firm and our people have had on the planning, design and restoration of parking facilities worldwide. Many of the design elements and planning approaches that are taken for granted today are innovations developed by Walker's professional staff.

In addition to design expertise, our people are industry leaders in the consulting area as well, being one of the first firms to demonstrate how strategic parking planning can help cities and towns promote economic development and improve the quality of life for residents.

Walker continues to provide a full spectrum of forensic and rehabilitation solutions to owners. Whether for a parking structure, building, bridge, stadium, cooling tower, or any other type of infrastructure, our state-of-the-art technical expertise will provide innovative solutions for all your restoration needs.

We are continually expanding our services and expertise to address the needs of our clients and today's technological driven marketplace. We are improving the sustainability of our designs by using materials and building techniques that will extend the useful life of a facility and reduce the impact on the environment. Walker is developing solutions to address the impact of future autonomous vehicles on communities and for our clients' projects. We are working within the industry to examine opportunities for adaptive reuse of existing and future parking facilities; and from a consulting standpoint, have developed a holistic planning approach that integrates parking into the overall master mobility solution for communities, institutions and the private sector.

Walker has been the parking industry's premier consultant for over 50 years with a focus on developing solutions that are realistic, implementable, and cost-effective by utilizing cutting edge technology and the creativity of our outstanding people.

Parking Design
Planning & Mobility
Operations & Technology
Forensics & Restoration
Building Envelope

Forensics & Restoration



Walker has pioneered new methods and set industry standards for testing, restoration and preservation.

SPECIALIZED STAFF

20

PARKING

4K+

NON-PARKING

350

PUBLISHED ARTICLES

20

Helping owners extend the life of their facilities, Walker utilizes state-of-the-art testing, restoration and preservation strategies to offer prescriptive recommendations that enable clients to improve the long-term health and increase the value of their assets. Our experience includes a wide array of projects for parking facilities; office, medical and institutional buildings, bridges, tunnels, water-treatment facilities, airports, sports/entertainment facilities, and plazas. Compared to overhauls, renovations, or wholesale dismantling and reconstruction, Walker's approaches are practical and a substantially smaller investment in time and money; and are less disruptive.

Walker's approaches
to preservation are
practical and less
disruptive.

- Investigations and Assessments
- Collapse/Failure Investigation
- Damage Investigation
 - Earthquake
 - Extreme Wind
 - Flood and Storm Surge
 - Fire/Lightning
 - Impact
 - Explosion
- Due Diligence Surveys
- Diagnostic & Non-Destructive Testing/Destructive Testing Consulting
- Vibration Monitoring and Mitigation
- Structural Strengthening
- Seismic Upgrades
- Seismic and Wind Hazard and Risk Assessment
- Asset Management Plan and Maintenance Programs
- Repair Design and Construction Documents
- Litigation/Claim Support and Expert Testimony
- Emergency Response Consulting and Safety Assessment
- Structural Stabilization
- Deconstruction Consulting/ Demolition and Implosion Monitoring
- Code Compliance and Peer Review



02 Statement of Firm Qualifications

Walker's Statement of Firm Qualifications

Walker is an industry leader in consulting services for structures, most notably in parking structure design and restoration. Our restoration group has a staff of more than 70 engineers, architects, and technicians nationwide that specialize in evaluation, strengthening, and restoration of bridges, building façades, parking structures, plazas, stadiums, infrastructure, and specialty concrete structures.

With staff dedicated to parking structures, we have assembled a team of professionals to best meet your parking structure post-tensioning assessment needs. Our staff, including the team members that will be involved in your project, actively participates in professional societies such as the Post-Tensioning Institute (PTI) and the American Concrete Institute (ACI) to help develop new codes and standards for the design and repair industry. More relative to your parking structure, our project manager, Mike Retterath, was president of the Minnesota Chapter of the International Concrete Repair Institute and gave a continuing education seminar on Parking Structure Design, Construction and Maintenance. Diego Romero is actively involved in ACI committees 364 and 546 which are the repair and rehabilitation committees for concrete structures.

For structural engineering services for concrete repairs, Walker's team assesses the current condition of the facility, conducts appropriate material and non-destructive testing, identifies potentially hazardous conditions, and determines not only the extent of the deterioration but more importantly its root cause. Repairs are prioritized, alternatives for remedial actions are presented and accompanied by a detailed opinion of probable costs. Specific project experience related to the Pine Street Parking Structure post-tension assessment is the River's Landing Parking Garage in Sioux City, Iowa. The River's Landing structure was constructed one year after the Pine Street structure and was designed by the same engineering firm with a similar structural system. Our experience with that project gives us unparalleled knowledge of this framing type and deterioration mechanisms. Another project that relates to the restoration of button head post-tensioning slab systems is Kellogg Square in Saint Paul, Minnesota. Significant deterioration of the post-tensioned beam and joist elements required unique restoration strategies including end-to-end replacement of button-head systems with 0.60 encapsulated monostrand post-tensioning combined with carbon fiber and epoxied mild steel embedment strengthening to restore the structure in a cost-effective manner. This work is ongoing because of phasing required to meet the budget and parking demands of the Owner.

Walker has helped develop industry guidelines for both evaluation, repair and/or design modifications to post-tensioned structures. To determine the existing condition of post-tensioning, the following techniques are utilized: Non-Destructive Testing (NDT), exploratory openings, visual examination, and pry bar and screwdriver penetration testing. Once the condition and operation of the post-tensioning system have been determined, Walker designs practical remedial actions to correct the deficiencies. Walker has developed specialized, focused, and practical repair designs that will increase the performance and extend the structural service life of the facility. Walker will utilize these specialized skills to provide an innovative and cost-effective solution for the Pine Street Ramp for the City of Green Bay.

The following pages detail some examples of Walker's parking structure restoration experience.



03 Project Experience

Kellogg Square Parking Structure

Saint Paul, Minnesota



Walker discovered broken button-head post-tensioning at three consecutive joists while performing slab repairs at this structure. The Owner hired Walker Consultants to determine the extent of damaged post-tensioning (PT) in the structure, design the repair for the broken and damaged post-tensioning, and perform observations during the repair of the structure. Work was phased to accommodate Owner budget and minimize the number of stalls taken out of service while the facility remained in use.

Key Features

- Kellogg Square parking facility is a split-level parking consisting of five and one-half parking levels in a residential/ commercial built in 1970
- Slab, joists, and beams are reinforced with paper-wrapped button-head post-tensioning (PT) wires
- Existing button-head wires at joists were severely corroded throughout most of the structure

Solutions Provided

- Condition assessment and structural repair design of a 1,970 space button-head post-tensioned parking structure
- Walker developed a creative repair approach that removed the existing PT wires and replaced them with new monostrand tendons which resulted in reduced repair costs
- Restoration design incorporated supplemental carbon fiber reinforcing and epoxied mild steel reinforcing

Benefits

- Walker designed a restoration plan to repair the immediate concerns and phase PT replacement, concrete repairs, and waterproofing

Client Reference

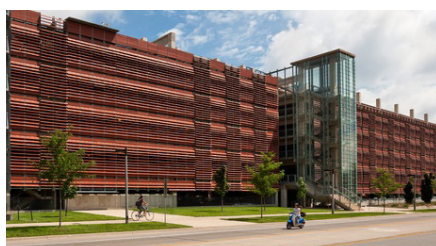
Wayne Vasilis
Director Physical Operations
Bigos Management
8325 Wayzata Boulevard, Suite 200
Golden Valley, MN 55426
763.367.7400
wvasilis@tbigos.com

University of Iowa Ramp Evaluations

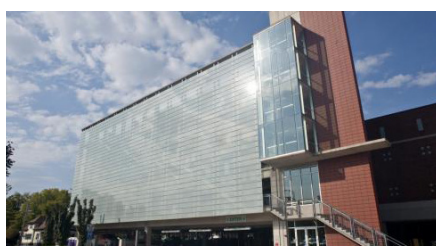
Iowa City, Iowa



Newton Road Ramp (NR)



Hospital Ramp 4 (HR4) Parking Ramp on the left side of the image connects to Melrose Avenue Ramp (MR) on the far right



University of Iowa Hospital Parking Ramp (HR4)

Client Reference

Jim Sayre
Executive Director
Parking and Transportation
The University of Arizona
Parking & Trans. Off. Bldg, 200C-2
PO Box 210181 | Tucson, AZ 85721
520.621.3257
jimsayre@arizona.edu

The University of Iowa is one of America's premier public research universities. Founded in 1847, it is the state's oldest institution of higher education and is located alongside the picturesque Iowa River in Iowa City. During the academic weekday, as many as 65,000 students, faculty, staff, patients, and visitors are on the campus, which requires on-site parking to accommodate the highest level of demand the University may encounter.

Key Features

- The University provides visitor parking through thirteen (13) cashiered garages for faculty, staff, students, patients, and visitors of The University of Iowa.

Solutions Provided

- Starting in 2004, Walker performed a Slab Post-Tension System (PT) condition assessment of all five UI PT parking structures: the Hospital Ramp 1 (HR1), Hospital Ramp 4 (HR4), Melrose Avenue (MR), Newton Road (NR), and North Campus (NC). Follow-up assessments were performed in 2008, 2012, and 2018. The Slab PT Condition Assessment Report contained test excavations, visual observations of the PT tendons, in-situ PT tension testing results, findings, and repair recommendations with an opinion of probable repair costs.
- Prepared Construction Documents for required Slab PT repairs, including repairs to the slab button-head PT system in HR1, and the monostrand PT system in HR4 and NC.
- Performed site visits during construction to observe the PT repairs to verify that the repairs were being completed in conformance with the design intent.

University of Iowa Hospital Ramp 1

Iowa City, Iowa



University of Iowa Hospital Parking Ramp (HR1)



Screwdriver test that identified a loose wire in the button-head tendon bundle



A button-head tendon repair in progress, which included cutting out the corrosion damaged section of the tendon, adding a tendon coupler, a new tendon, and a stressing-coupler that allowed the tendon to be restressed to the calculated force

The University of Iowa's Hospital Ramp 1 (HR1) was originally constructed in 1967 as the hospital's primary parking facility. The ramp currently provides approximately 500 parking spaces for hospital visitors. The five-level parking structure consists of precast single tees with a cast-in-place button-head post tension system (PT). In 2002—2003, the parking structure underwent a restoration program, including partial replacement of the button-head anchors and tendons. However, ongoing corrosion deterioration and broken slab PT tendons continued to be identified requiring additional investigation and repairs. Parking structures constructed in this era, typically have a 40—50-year design service life. Through proactive slab PT condition assessments and repair projects, Walker and the University Hospital have maintained the structure in good condition and will be able to extend the life well beyond 50 years.

Solutions Provided

- In 2004, as part of a campus-wide parking structure condition assessment program, Walker was engaged for the first time to perform a Slab Post-Tension System (PT) condition assessment at HR1. The assessment included destructive test openings at representative PT tendons to perform visual observation of the tendon and in-situ testing of the tendon's tension using the pry-bray and screwdriver testing methods.
- In 2008, 2012, and 2018, Walker performed follow-up condition assessments that tested additional tendon locations and monitored the corrosion development at select previous test locations.
- After each PT condition assessment, Walker prepared construction documents for required slab button-head PT repairs; including details, specifications, and stressing requirements.
- Performed construction administration services; including review of contractor PT stressing procedures, stressing elongation reports, and site visits during the repairs to observe that the repairs were being completed in general conformance with the design intent.

Client Reference

Jim Sayre
Executive Director
Parking and Transportation
The University of Arizona
Parking & Trans. Off. Bldg, 200C-2
PO Box 210181 | Tucson, AZ 85721
520.621.3257
jimsayre@arizona.edu

Sioux City River's Landing Ramp

Sioux City, Iowa

Client Reference

Robert Padmore
Administrative Services Director
City of Sioux City
405 6th Street
PO Box 447
Sioux City, Iowa 51102
712.279.6310
bpadmore@sioux-city.org



River's Landing Parking Ramp on Douglas Street

The River's Landing parking facility has seven levels of parking and accommodates 690 vehicles. It is located on 5th Street between Douglas Street and Pearl Street. This facility provides clean, safe, and convenient enclosed parking for downtown visitors and employees. The ramp is fully automated and accessible at all times. There are 2 entrances on Douglas Street and 2 entrances on Pearl Street.

Key Features

- Constructed in 1975 and comprised of 7 levels; 6 supported levels and a concrete slab-on-grade level
- The slab-on-grade level is composed of a parking management office, maintenance shop and storage, and parking
- The structural system consists of cast-in-place, one-way, button head post-tensioned floor slabs supported by precast, post-tensioned spread single tee beams, which frame into precast conventionally reinforced columns

Solutions Provided

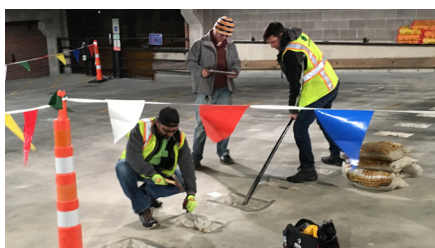
- Repairs at River's Landing Ramp included concrete floor repairs, repair of post-tensioning systems, removal and replacement of sealants, and repair/replacement of waterproofing systems
- Walker provided Engineering Services to develop Construction Documents and perform Construction Administration services during identified repairs
- Developed Work Item specification and technical specifications for materials and quality control requirements

Benefits

- Walker attended and assisted the City with a pre-bid meeting, evaluated bids, and provided assistance for contractor selection
- Provided an opinion of probable construction cost for repairs
- Conducted on-site observation and field reports which included reporting work being performed and any work believed to be unsatisfactory or that did not conform to the Construction Documents
- Advised the City of work to be corrected or rejected

University of Illinois Parking Structures C7 and C10

Urbana-Champaign, Illinois



As part of the master plan, the University requested a study of the two parking structures and their condition for service for the next 20 years. In addition, the University requested a study that would compare the costs to perform repairs to the structures to extend their service life by an additional 20 years versus demolishing and building new parking structures.

Key Features

- The University of Illinois Urbana-Champaign campus contains two identical parking structures at the center of the campus
- The structures were built in 1970 and each provides parking for approximately 300 vehicles over 5-1/2 floors
- The structural systems utilize a “spread tee” system of precast single tee beams with cast-in-place P/T concrete slab system over the tees
- The structure utilizes 8-wire button-head post tensioning tendons

Solutions Provided

- Walker’s assessment consisted of a visual assessment as well as a limited evaluation of the slab and beam post-tensioning tendons
- At the conclusion of the assessment, significant corrosion was found on the slab post-tensioning
- Missing flashing beneath the masonry wall parapets had led to water accumulation and corrosion of the horizontal ties
- Walker performed a comparative analysis that identified repairing the two parking structures as the most cost-effective method to provide parking for the next 20 years
- In the recommendations, Walker proposed abandoning the existing deteriorated slab post-tensioning and replacing this reinforcement with new steel beams would be installed at the slab underside

Client Reference

Kelly Jo Hoffman, PE, SE
Capital Programs, Engineer Planner
1501 South Oak Street, 115q
Champaign, Illinois 61820
217.244.8940
kjhffmnn@illinois.edu

Benefits

- Walker provided the University with additional repair recommendations for the deteriorated waterproofing elements, methods to stabilize the masonry façade, replacement of the building’s MEP system, as well as the addition of an elevator tower
- Walker is currently working with the University to design and implement the recommended repairs to both parking structures

University of Chicago Medicine Parking Deck A Restoration

Chicago, Illinois



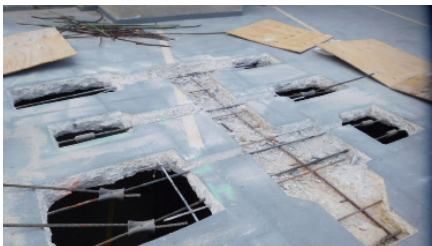
The hospital was interested in implementing a repair program that would extend the service life of the parking structure by approximately 20 additional years. Walker performed a condition assessment which revealed that most of the waterproofing elements in the structure were completely worn and deteriorated, widespread deteriorated concrete at the structural flanges, severely corroded and broken post tensioned cables in the slab, and aged vehicle barrier systems. Worn out waterproofing elements.

Key Features

- 5-level precast parking structure built in 1972 and expanded horizontally in 1980 with a 6-level post-tension parking structure
- Structure provides year-round 24/7 parking for hospital visitors and staff



Severe deterioration on roof level



Slab post-tension tendon repairs



Repairs phased to maintain traffic flow

Solutions Provided

- Walker performed a condition assessment of the structure and developed construction documents
- Repairs included: Full depth slab removal at two complete levels of the parking structure, installation of a new cable vehicle barrier system throughout both structures, slab post-tension tendon repairs, concrete repairs at slabs, columns, ceilings, and beams, including the use of galvanic anodes to reduce the rate of corrosion and complete renewal of all waterproofing elements including expansion joints and traffic topping

Benefits

- Walker developed repairs to extend service life of the structure by approximately 20 years and performed construction administration services

Client Reference

Daryl Wilkerson
Vice President
University of Chicago Medicine
5841 S. Maryland Ave
Chicago, IL 60637
773.702.6094
daryl.wilkerson@uchospitals.edu



03 Key Personnel



Michael H. Retterath, PE

Principal-in-Charge/Project Manager

Mike is the Director of Restoration with Walker's Minneapolis office. He is responsible for management of restoration projects, structural and waterproofing design, quality reviews, specification development and contract document coordination. He manages and directs facility assessment and restoration projects, field surveys and testing, develops designs for rehabilitation and restoration of structures, and provides construction administration of projects.

His extensive background in building assessment, emergency response, structural design, testing and construction lends to insightful contributions to the approach of his projects. Mike's expertise in post-tensioned (PT) parking facility assessment and restoration allows him to quickly identify problematic conditions and recommend appropriate restoration activity to correct deficient conditions.

He works with clients and contractors to minimize disruptions to their facility while minimizing the construction schedule. He has extensive experience in the assessment and design of post-tensioning repairs, with specialty experience repairing button head and monostrand post-tensioned concrete structures and prestressed concrete structures.

Key Experience

Button-head PT restoration
Monostrand PT restoration
Carbon Fiber Strengthening
Grabb-it coupler restoration

Education

Bachelor of Science in Architectural Engineering with a Structural Specialty, Milwaukee School of Engineering, 2001

Registrations

Professional Engineer, Minnesota
#44637

Affiliations

MN Chapter of the International Concrete Repair Institute,
2012 President
Saint Paul BOMA
Minneapolis BOMA
American Society of Civil Engineers (ASCE)
Building Enclosure Council (BEC)

Presentations

Building Enclosure Assessments
Using Drones Target Corporation
Parking Structure Design, Construction and Maintenance, Halfmoon Education, Inc. Eagan, MN

Representative Projects

Kellogg Square, Button Head Post-Tensioned Pan and Joist Garage

Saint Paul, MN

Mike was the Project Manager for the condition assessment and restoration of the button head post-tensioning for the beams and joists supporting the parking garage structural slabs. The assessment was required when typical restoration work uncovered three consecutive failed joint tendons. Restoration included replacing the 8-wire button head strands with 0.6-inch diameter monostrand tendons. The system included encapsulated anchorages, carbon fiber and epoxied mild steel supplemental reinforcing.

Rosedale Estates Basket-Woven Post-Tensioned Slab

Rosedale, MN

Mike was the Principal-in-Charge for the assessment of the post-tensioned plaza slab at Rosedale Estates South. This unique structure is a basket-woven post-tensioned slab that was constructed as a plaza slab between two residential towers. The post-tensioning system was assessed and found to be damaged beyond repair due to the financial cost associated with the repair relative to the cost of replacement.



Richard J. Elsner (Rick), PE

Restoration Consultant

Rick is an experienced Restoration Consultant and Project Manager for Walker Consultants. Rick specializes in the evaluation and restoration of parking facilities. He is responsible for the preparation of condition assessments and appraisals, construction documents, cost estimates, bidding administration, and construction observation for parking restoration projects.

Rick brings over 35 years of project management and restoration engineering experience to your project. He has extensive experience in the design of structural concrete repairs, with specialty experience repairing post-tensioned concrete structures. Rick provides expertise in structural systems including precast prestressed concrete, cast-in-place mild-reinforced concrete, button-head post-tensioned concrete and monostand post-tensioned concrete. Rick is also an expert in waterproofing of concrete parking structures, corrosion protection systems, and construction techniques that are unique to parking restoration.

Key Experience

- Post-tensioning tendon repair
- Precast concrete repair
- Corrosion mitigation
- Vapor/moisture mitigation

Education

Bachelor of Science, Civil Engineering,
Michigan Technological University

Registrations

- Professional Engineer, Minnesota
- Professional Engineer, Michigan

Affiliations

- International Concrete Repair Institute (ICRI),
- Past President of MN Chapter
- Current Treasurer of MN Chapter

Presentations

- “Concrete Basics and Corrosion Induced Deterioration of Concrete”
Presented to the Cement Finishers Union Local 633, 2012-2018
- “Basics of Waterproofing”
Presented at Mega Demo for ICRI MN Chapter 2014

Representative Projects

SouthWest Transit Asset Management Plan

Eden Prairie, Minnesota

Rick served as Project Manager for the Southwest Transit Asset Management Plan which included five facilities plus a 20-year budget. The condition assessments were comprised of inspection, observation and limited testing, as well as researching existing construction documents, as required to determine the useful life of each facility and the individual components of the facility. The objective of the project was to provide SouthWest Transit with an Asset Management Plan that met the requirements of the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Federal Transit Administration’s (FTA) Condition Assessment Calculation guidelines, and the FTA Facility Condition Assessment Guidebook.

City of Minneapolis (18 Ramps, 14 Skyways)

Minneapolis, MN

Condition Appraisal, Construction Documents and Administration, and Annual Safety Evaluation 18,729 Spaces

City of Sioux Falls (5 Ramps, 3 Skyways)

Sioux Falls, SD

Condition Appraisal, Demolition, Construction Documents and Administration, Maintenance Manual 2,284 Spaces



Diego F. Romero, PhD, SE, PE

Restoration Consultant

Diego Romero is the Director of Building Envelope, Forensics and Restoration in our Chicago office. He has extensive experience in concrete durability, project management, and evaluation and repair design of structures built with concrete, steel, wood, and masonry. Diego has worked in evaluation and repair of a variety of structures such as 19th century churches, mid and high-rise buildings, parking structures, historical structures, cooling towers, and bridges. Diego has also worked with numerous client types in the hospitality, medical, education, commercial, residential, and public/private sectors. Diego was also awarded ICRI's Top 40 under 40 award for his involvement in the repair industry.

Key Experience

Structural Evaluations and Repair
Building Envelope Investigations
Concrete Durability

Education

Ph.D., Structural Engineering, University of Miami, Coral Gables, FL
B.S. and M.S., Civil Engineering
University of Miami, Coral Gables, FL

Registrations

Professional Engineer (IL., WI., TX.)
Structural Engineer (IL.)

Affiliations

American Concrete Institute (ACI)
364 – Rehabilitation of Structures
440 – FRP Repair Strengthening
546 – Repair of Concrete
International Concrete Repair Institute
Director (ICRI Chicago Chapter)

Publications

"Photogrammetry as a Tool to Replace Eroded Decorative Architectural Elements" Journal of Preservation Technology, Vol. XLVII No. 1, April 2017.
"Study on the Mechanical and Environmental Properties of Concrete Containing Cathode Ray Tube Glass Aggregate".
Journal of Waste Management, July 2013

Representative Projects

Kellogg Square

St. Paul, MN

Diego performed a condition assessment and repairs of a five and a half level button-head post-tensioned parking structure. The condition assessment included a visual review of the readily accessible structural elements and a large-scale investigation of the slab and beam post-tensioned tendons. In all, over 960 tendons were physically reviewed and approximately 30% of the joist tendons were severely deteriorated. This information was then utilized to develop conceptual repair recommendations, a prioritized repair plan, and an opinion of probable repair cost for the structure. Construction documents were prepared to repair the deficient post-tensioning.

Northwestern Mutual East Parking Structure

Milwaukee, WI

Diego performed a condition assessment and repair design for a 7-level post-tensioned concrete parking structure. In addition to performing a visual review of the readily accessible structural and waterproofing elements, an invasive evaluation of the slab and beam post-tensioned tendons was performed to investigate the condition of the post-tensioning which was exhibiting isolated failures. Once repair recommendations and an opinion of probable cost was provided, construction documents were prepared to perform repairs concrete repairs, post-tensioned tendon repairs, waterproofing repairs, and upgrade to the pedestrian railings.

University of Illinois at Urbana-Champaign

Urbana, IL

Diego performed a condition assessment and life-cycle analysis of the two central parking structures on the University of Illinois campus. The assessment included invasive openings in the beams and slabs to test the condition of the post tensioning. The condition assessment and life-cycle analysis were used to develop a cost-benefit analysis to compare the cost of repairing the structures for long-term use versus demolishing the structures and rebuilding them.



04 Scope of Services

Scope of Services

Assessment

Walker recognizes that the work related to this structure is limited just to the post-tensioned slabs at the end bays of the structure. With that in mind, we plan to review existing documents as provided by the City of Green Bay (Client) that may include original construction documents, reports, previous investigations and previous repair documents. We also want to interview the Client to gather additional information regarding the performance of the structure and/or any challenges with maintenance for purposes of formulating our restoration opinions and cost data

We will observe the exposed surfaces of the post-tensioned slab area. This include top side, bottom side (ceiling), exposed slab edges, curbs, joints and other parts of the structure that can contribute to the protection of or deterioration of the post-tensioning.

Testing

Walker plans to perform non-destructive testing of the post-tensioned slabs. This form of testing will include hammer/rod tapping vertical and overhead surfaces and chain dragging floor areas. Since traffic membrane is present over the floors, delamination sounds will need to be qualified by further hammer tapping to verify the delamination sound is concrete versus delaminated membrane. The exterior anchor pockets will be hammer tapped where exposed on the Pine Street side of the structure.

In our not-to-exceed cost, Walker has include chloride ion testing of the concrete slabs. Since the slabs are protected by traffic membrane, we believe this cost is unnecessary and thus we have offered a voluntary deduct alternate if this testing is omitted. The reason we believe this cost to be unnecessary is as stated below:

- Chloride only contributes to accelerated corrosion with water being the primary cause for corrosion.
- Chloride extraction is costly as a means of remediation and would never be recommended by Walker.
- If post-tensioning replacement is required, we would suggest slab replacement or encapsulated monostrand repairs to minimize the corrosion potential of the system.

If chloride testing is preferred as included in our base bid, we suggest performing incremental testing at depths of 0" to 1", 1" to 2", and 2" to 3" from the top surface to verify the concentrations of chloride as a function of depth of penetration. Removing samples from the excavated concrete will not give accurate or valuable results.

Walker is partnering with Western Specialty Contractors, a PTI-Certified company (Post-Tensioning Institute) who specializes the assessment and repair of post-tensioned structures. We will focus our investigation on Level 2, since that level experiences the most traffic and will have the highest concentrations of chloride from road salts. We plan to expose two (2) end anchorages at the street edge of slab, two (2) end anchorages at the interior slab edge, four (4) overhead locations at low points in the post-tensioning, and four (4) top side locations at high points in the post-tensioning. Post-tensioning will be evaluated per the International Concrete Repair Institute Technical Guide 320-6 "Guide for Evaluation and Repair of Unbonded Post-Tensioned Concrete Structures". Anchors will be observed for corrosion or other damage. The tendons will be observed for condition of sheathing, condition of grease, and condition of wires. Prybar tension testing and screwdriver penetration testing will be performed to verify the tension, partial tension, or failure of tendons and individual wires. The tendons will be protected with new grease and sheathing repairs and concrete and traffic membrane will be patched.

Scope of Services

Report

Walker will provide a formal report as the deliverable for our findings. The report will include our scope of services, executive summary, description of structural system, discussions, recommendations, and observations sections and have appendices for example photographs, limitations, chloride test results if included, and engineer's opinion of probable construction cost broken out over a 5-year period (costs in 2020 dollars). Walker will provide an electronic portable document format (PDF) of the report in addition of five (5) printed copies of the entire report and ten (10) copies of the executive summary section.

We also intend to provide scans of our field notes indicating the location and type of repair item at each level of the structure. We will provide our standard repair details and recommended products for typical repairs. Please note that engineering of new repairs and/or structural evaluation for replacement or strengthening systems (carbon fiber) is not anticipated and therefore not included in these services.



05 Schedule

Schedule

Walker is providing the following schedule, pending weather, contractor, and equipment availability:

Action Item	Date
Notice to Proceed	September 21, 2020
Interview, review documents	September 21-30, 2020
Site observations and testing	October 5-7, 2020
95% submittal for Owner review	October 23, 2020
Call with Client to review submittal	October 28, 2020
Final report mailed	October 30, 2020



06 Proposed Fee



Proposed Fee

Walker proposes to perform the services describe in this proposal for the following fee:

Services	Fee
Consulting	\$10,845.00
Expenses/ Testing	\$2,100.00
Concrete Exploration	\$9,140.00
Total	\$22,085.00
Alternate Deduct Chloride Testing Credit	(\$1,345.00)



WALKER
CONSULTANTS



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

ADDENDUM NO. 1

**REQUEST FOR PROPOSAL
PINE STREET RAMP
POST-TENSION ANALYSIS AND REPAIR PLANS**

August 10, 2020, 2020

Proposal Due: No Later Than 4:30 pm CST, Tuesday August 18, 2020

This Addendum is issued to modify, explain or correct the original Request for Proposal for Pine Street Ramp Post-Tension Analysis and Repair Plans issued on July 29, 2020 and is hereby made a part of the Request for Proposal. This Addendum must be signed and attached to the Consultant's proposal.

Question 1: Have any repairs or additional reports been performed on the Pine Street Parking Garage since the 2013 Report referenced in the RFP?

Answer 1: No additional reports/studies have been performed. Repairs to concrete surfaces and expansion joints have been ongoing, but no work has been completed on the post tensioning.

Question 2: Is the precast double portion of the garage, added in 2000, included in this RFP or is it excluded from the scope of work?

Answer 2: No, there is no known post tensioning in this portion.

Question 3: Is there a specific number of test wells for the post tensioning system testing that is expected as part of the proposal, or is the specific number of test locations up to the engineer?

Answer 3: The number of test locations will be up to the engineer. Please provide a separate line item cost estimate for anticipated testing. This work will be paid for on a time and materials basis as a reimbursable expense.

Question 4: Is the qualification statement (attached for reference) required as part of the RFP submission? It appears to be targeted primarily at general contractors.

Answer 4: No, the qualifications statement is not required.



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

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

- Question 5: Can the noted 2013 "Condition Assessment Report and Repair Recommendations" be made available to better tailor investigative proposals?
- Answer 5: The 2013 report will be made available to the consultant upon award of the contract.
- Question 6: Paragraph 4.a of the RFP calls for comprehensive sounding of anchorages, but is not clear on the number of test wells to be performed. Considering the wide range of costs for test wells, can the City clarify expectations as to extent to the test wells?
- Answer 6: The number of test locations will up to the engineer. Please provide a separate line item cost estimate for anticipated testing. This work will be paid for on a time and materials basis as a reimbursable expense.
- Question 7: Is the contractor costs related to test wells to be included in the fee for "engineering and testing services" or should be contractor costs be considered a reimbursable expense for the work?
- Answer 7: Test wells will be considered a reimbursable expense.
- Question 8: Will the City be able to close traffic and parking areas for test well and delamination surveys to aid in testing efficiency? Or should we presume that field investigation is to be performed under isolated traffic closures?
- Answer 8: Portions of the ramp may be closed for short durations. The City/Parking Authority generally allow the closure of up to 44 parking stalls at a time.
- Question 9: During testing of aged structures, post-tension systems may become dislodged event with the most diligent of specialty contractors. Given the concerns of the post-tension system's condition expressed by the RFP, the indemnity clause included appears to place substantial risk on the proposer. Will the City consider more mutually agreeable language given the risk associated with inspecting deteriorated structural elements?
- Answer 9: You may submit revision requests with your proposal for the City's consideration.

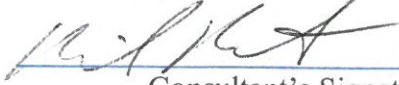


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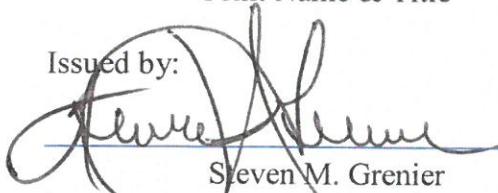
SIGN AND ATTACH THIS ADDENDUM TO THE PROPOSAL

Received and Acknowledged by:


Consultant's Signature

MICHAEL PETTOUATH - DIRECTOR OF RESTORATION
Print Name & Title

Issued by:


Steven M. Grenier
Director of Public Works



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.15

To approve the request by Department of Public Works to award the 2020 contract for chemical root treatment to Duke's Root Control, Inc. in the amount of \$47,411.31 with 4 annual renewals.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.16

To approve ratification of the Agreement Between Green Bay Packaging Inc. and the City of Green Bay regarding the Transfer of TSS Waste Load Obligations Under the Fox River Total Maximum Daily Load.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Agreement (TSS Load Allocation) - City of GB and GBP - vEXE (eff. 12.4.2...

Agreement
Between Green Bay Packaging Inc. and the City of Green Bay
Regarding the Transfer of TSS Waste Load Obligations
Under the Fox River Total Maximum Daily Load

December 4, 2018

- A. Green Bay Packaging Inc. ("GBP"), through its Mill Division (the "Mill") is constructing a new paper mill located at 1601 N. Quincy Street, Green Bay, WI, as which the Mill intends to send its wastewater to the Green Bay Metropolitan Sewerage District (the "District") and use reclaimed, treated effluent as returned from the District in its papermaking operations; it will also continue to receive bills from the City of Green Bay (the "City") for water, sewer and stormwater services;
- B. The Mill received a wasteload allocation ("WLA") associated with process activities not associated with storm water runoff of 629 lbs/year (or 1.72 lbs/day) of Phosphorus (the "Phosphorus WLA") and 108,259 lbs/year (or 296 lbs/day) of total suspended solids ("TSS") (the "TSS WLA"), as set forth on pages 83 and 84 of the Total Maximum Daily Load and Watershed Management Plan for Total Phosphorus and Total Suspended Solids in the Lower Fox River Basin and Lower Green Bay, dated March 2012, and approved by the United States Environmental Protection Agency in May of 2012 (the "Fox River TMDL");
- C. Both the Mill and the City hold Wisconsin Pollution Discharge Elimination System permits ("WPDES Permits") which outline current and future compliance obligations for their respective discharges in "WPDES Permit" or "MS4 Permit" to the lower Fox River, including each party's WLAs under the Fox River TMDL;
- D. The Mill wishes to transfer its TSS WLA to the City, so that it may be used by the City to meet its TSS compliance obligation under the Fox River TMDL; and
- E. The Mill and the City (each, a "Party" and together the "Parties") wish to enter into this Agreement to set forth each Party's obligations with regard to the transfer of these WLAs, billing parameters, and related obligations.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Section I: Transfer of TSS WLA

- 1. The Parties shall undertake all necessary actions to obtain approval from the Wisconsin Department of Natural Resources ("WDNR") to transfer the TSS WLA from the Mill to the City and to modify their respective WPDES permits, consistent with Wisconsin regulations, which steps include but are not limited to:
 - a. The Mill shall submit a letter stating its intent to surrender its WPDES permit and transfer the TSS WLA to the City.
 - b. The City shall submit a letter documenting its need for the TSS WLA and stating its intent to accept the Mill's TSS WLA.
 - c. Both Parties shall take the steps necessary to modify their respective WPDES permits to reflect the transfer of TSS WLA.
- 2. The Parties agree that the TSS WLA is associated with the Mill's abandonment of its outfall, and that the transfer of the TSS WLA is intended to be permanent. However, in the unlikely event that

the Mill is required to resume direct discharge of its wastewater effluent to the Fox River in order to meet normal operational requirements on a permanent basis, the Parties shall undertake the necessary steps to obtain approval for the transfer of the TSS WLA back to the Mill for its use or transfer to an appropriate entity.

- a. GBP shall provide at least 180 days' notice to allow the City sufficient time to make alternative compliance arrangements and undertake all necessary regulatory steps. Nothing herein shall be construed as requiring either party to provide prior notice in the event of a change in applicable law, regulation, or enforcement that affects the validity of the original transaction contemplated herein or such reversionary transfer, and the reversionary transfer of the TSS WLA to GBP will occur immediately.
 - b. GBP and the City acknowledge that if the TSS WLA is transferred back to GBP for any reason, the City will be substantially harmed, and will incur substantial costs to ensure compliance with TSS WLA requirements. In consideration of this revisionary transfer, GBP agrees to pay to the City within 30 days of the transfer as follows: (i) if prior to the termination or expiration of this agreement, all monies paid to GBP by the City; (ii) if after the termination or expiration of this agreement, fair market value of the TSS WLA at the time of the transfer or all monies paid to GBP by the City, whichever is greater.
3. The Parties will cooperate to ensure that the timing of these actions is sufficient to meet each Party's reasonable timelines for project development and implementation.

Section II. Billing, Payments & Reporting

1. *Monthly Invoice.* The Mill receives a Department of Public Works sanitary bill from the City that includes costs associated with City & District providing conveyance and treatment of waste water. (the "Sanitary Bill"). The City will obtain a monthly accounting from the District regarding the services provided to the Mill (including all charges and credits), which the City will include in its invoice to the Mill. The Sanitary Bill will also set forth the net charges and credits due the District, and net any credit provided by the City to the Mill for TSS as determined below. The Mill will pay the City for the sanitary billing invoice within its agreed upon payment terms with the City.
2. *Calculation of Credits.* The Sanitary Bill shall also include the following credits, as applicable:
 - a. *Reclaimed Water Credit* (calculated on average concentration multiplied by average monthly flow). Each month, a credit of \$85 for each pound of Phosphorus diverted to the Mill in Return Water rather than discharged to the Fox River, which credit per pound will increase by 3% on each anniversary of the execution of this Agreement and will expire after 20 years. This credit will be included in the charges and credits provided by the District. *Example:* For a given month in the first year, the average phosphorus concentration is 0.4 mg/l and the monthly volume is 45 million gallons, resulting in a credit for that month of \$12,760 ($\$85 \times 0.4 \times 45 \times 8.34$).
 - b. *NR 101 Credit.* Each year, a credit equal to the reduction in discharge fees due to the WDNR from the District under NR 101 of the Wisconsin Administrative Code, based on pollutants diverted to the Mill in the Return Water, rather than discharged to the Fox River. This credit will be included in the charges and credits provided by the District.
 - c. *Phosphorus WLA Credit.* Each year, a credit of \$85.00 multiplied by the total number of Phosphorus WLAs transferred to the District by the Mill, which credit will increase by 3% on each anniversary of the execution of this Agreement and will expire after 20 years. This credit will be included in the charges and credits provided by the District.
 - d. *TSS WLA Credit.* Each year, a credit of \$3.00 multiplied by the total number of TSS WLAs transferred to the City by the Mill, which credit will increase by 3% on each anniversary of the execution of this Agreement and will expire after 20 years. This credit will be included in the charges and credits provided by the City.

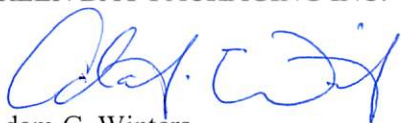
3. *Payment.* Payments contemplated under this Section II. shall begin upon the credits becoming available for use by the City, anticipated to be occurring in 2020 based on GBP's operational status.

Section III. Miscellaneous

1. *Audit Rights.* The Mill shall have the right to request all communications between the City and the District regarding billing the Mill, and audit the lab results, calculations, and other data that provide the basis for calculating the charges and credits outlined in this Agreement.
2. *Dispute Resolution.* If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by confidential mediation within 30 days utilizing a mediator acceptable to both parties before resorting to formal dispute resolution procedures.
3. *Notice.* Under this Agreement, notice shall be given in writing (email acceptable) to the City Attorney or the Vice President/General Manager of Mill Operations for GBP.
 - a. *Termination.* Subject to Section I, Paragraph 2 above, either Party may terminate this Agreement for any reason or no reason upon 180 days' prior written notice to the other Party. Either Party may terminate this Agreement for the other Party's breach of its obligations hereunder, where the breaching Party has not cured the applicable breach within 30 days following notice from the non-breaching Party. Upon the effective date of termination, the Parties agree that the requirements of Section I.2 shall apply, such that the TSS WLA shall transfer back to the Mill, consideration shall be paid by GBP to the City for such transfer, and the Parties will take all such actions as necessary or prudent to ensure the effective transfer back to the Mill.
4. *Force Majeure.* If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.
5. *Severability.* In the event any part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
6. *Regulatory Approval Required.* The Parties understand and agree that this Agreement is subject to the regulatory approval of the WDNR and that in the event that the WDNR does not approve the transfer of WLA, or modification of WPDES permits, this Agreement shall be null and void. The Parties agree to vigorously pursue all necessary regulatory approvals.
7. *Expiration.* This Agreement shall expire upon the receipt of payment in full by GBP from the City for the TSS WLA.

IN WITNESS HEREOF, the Parties, intending to be legally bound, have caused their duly authorized representatives to executed and deliver this AGREEMENT as of the day and the year first written above.

By:
GREEN BAY PACKAGING INC.



Adam G. Winters

NAME

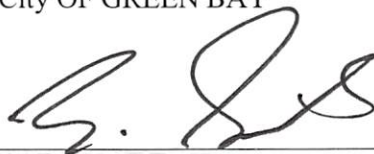
Sr. Vice President & General Counsel

TITLE

May 7, 2020

DATE

By:
City OF GREEN BAY



NAME

Mayor

TITLE

5/28/20

DATE



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.17

To approve the Tripartite Agreement between New Water, the City of Green Bay, and Green Bay Packaging regarding discharge of pretreated process wastewater from the new paper mill to NEW Water's mill interceptor.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Tripartite Agreement - GBMSD Signed

TRIPARTITE AGREEMENT

THIS TRIPARTITE AGREEMENT (this "Agreement"), is made and executed this 26th day of August, 2020 ("Effective Date"), by and among the GREEN BAY METROPOLITAN SEWERAGE DISTRICT, a municipal corporation organized and existing under the laws of Wisconsin, operating under the brand "NEW WATER" ("NEW Water"), the CITY OF GREEN BAY, a municipality situated in the State of Wisconsin ("City") and GREEN BAY PACKAGING INC., a Wisconsin corporation with offices and a mill in Green Bay, Wisconsin ("GBP").

WITNESSETH:

WHEREAS, GBP is constructing a new paper mill located at 1601 N. Quincy Street, Green Bay, Wisconsin (the "GBP Mill");

WHEREAS, NEW Water operates the wastewater treatment systems and related facilities that accept effluent from City, GBP, and other dischargers throughout the Green Bay, Wisconsin metropolitan regional service area, which currently includes 2 clean water facilities in Green Bay and De Pere and related infrastructure (such existing regional systems, facilities, interceptors, and interplant forcemains and systems, together with all future improvements, modifications, expansions and/or additions thereto, the "Facilities");

WHEREAS, GBP desires to discharge pretreated process wastewater from the new paper mill to NEW Water's mill interceptor (the "Mill Interceptor");

WHEREAS, the parties desire to enter into this agreement in order to provide for: (i) the fair and equitable allocation of costs for the treatment of wastewater generated by the GBP Mill and (ii) the design, funding, construction, operation and maintenance of a Reclaimed Water System (each as defined below) and the allocation of costs related to same. This Agreement shall not address, and the parties shall enter into a separate written agreement to address, each party's rights and obligations with respect to transfer of certain wasteload allocation of phosphorus and total suspended solids between GBP, NEW Water, and City.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

A. AGREEMENTS REGARDING WASTEWATER TREATMENT.

1. Payment by GBP for Treatment of its Wastewater. GBP shall pay its reasonable and equitable share of the following costs and expenses related to the Facilities in accordance with the terms of this Agreement: (i) all Capital Expenses (as defined below); (ii) all Annual Costs (as defined below); and (iii) all O&M Expenses (as defined below). As used in this Section A:

a. "Capital Expenses" shall mean the costs of significant capital improvements and/or additions to the Facilities (including without limitation, the design, construction, installation, repair and/or replacement of new or existing wastewater treatment plants, facilities and all piping and facilities related to same (including projects completed prior to

the Effective Date)) that are typically funded by NEW Water through grants, loans and/or other external financing, which costs shall include all financing costs and debt service obligations incurred by NEW Water in connection with such projects.

b. “Annual Costs” shall mean (i) the costs of smaller capital improvements and/or additions to the Facilities (including without limitation, the design, construction, installation, repair and/or replacement of new or existing wastewater treatment plants, facilities and all piping and facilities related to same) that are incurred or completed by NEW Water in the ordinary course of business, and which are typically financed directly by NEW Water, and (ii) all contributions to NEW Water contingency reserves.

c. “O&M Expenses” shall mean all other costs of operating and maintaining the Facilities, including without limitation, the following: the functions of NEW Water operation, maintenance and field services personnel; metering, sampling and lab analysis of wastewater and effluent (together with any costs related to metering stations, equipment or facilities used in connection therewith); maintaining control of odors and hydrogen sulfide concentrations associated with wastewater delivered to and discharged at the Facilities; chemicals, supplies, and utilities (including gas and electric); repair, maintenance and replacement of all buildings, structures, pipelines, improvements and/or other elements and appurtenances to the Facilities; and all other operations and maintenance functions directly related to the Facilities and their appurtenances, as reasonably determined by NEW Water.

2. Cost Allocation Methodology; Allocation of Costs to GBP. GBP acknowledges receipt of a current copy of NEW Water’s “Cost Allocation Methodology” Report dated as of July 27, 2020 (which report as maintained and periodically updated by NEW Water, the “Cost Allocation Methodology”). NEW Water shall promptly deliver to GBP any updates to and/or modifications of the Cost Allocation Methodology as prepared and adopted by NEW Water from time to time. Effective as of August 26, 2020, GBP’s share of:

a. O&M Expenses shall be determined in accordance with the Cost Allocation Methodology on the basis of GBP’s actual loads submitted to the Facilities; provided, however, that GBP will be responsible for 100% of the costs incurred in connection with any metering station(s) and/or other facilities dedicated solely to GBP’s Mill and operations; and

b. Capital Expenses and Annual Costs shall each be determined in accordance with the Cost Allocation Methodology based upon the GBP Allocated Capacity set forth in **Exhibit A** attached hereto. Capital Expenses and Annual Costs shall be billed to GBP on an annual basis.

The parties acknowledge that the Cost Allocation Methodology will need to be updated to reflect adjustments related to discharges from the GB Mill to the Mill Interceptor. NEW Water will promptly proceed with an amendment to the Cost Allocation Methodology to address Capital Expenses, Annual Costs, and O&M Expenses related to the GB Mill’s discharge to the Mill Interceptor. This amendment will detail the methodology for determining the cost share allocable

to each user of the Mill Interceptor, which cost share shall be proportional to each user's capacity in the Mill Interceptor. For the avoidance of doubt, GBP will not be responsible for costs associated with any segments of the Mill Interceptor that do not serve the GBP Mill.

3. Monthly Billing of O&M Expenses. Each year, NEW Water will establish "Operation and Maintenance" parameter rates (the "Mill O&M Rate") as part of its annual budgeting process. At the end of each month, NEW Water will invoice GBP for its portion of O&M Expenses based upon: (i) GBP's actual metered/sampled parameter loads, multiplied by the applicable Mill O&M Rate, plus (ii) 100% of the O&M Expenses incurred in connection with any services or facilities dedicated solely to GBP's Mill and operations, including any costs related to the Reclaimed Water System (as set forth in Section B, below) (the "Dedicated Costs"), less (iii) the credits outlined in Exhibit B attached hereto. Within 180 days after the end of each fiscal year, or as soon thereafter as practicable, NEW Water will deliver to GBP a written statement setting forth in reasonable detail the actual total amount of O&M Expenses (including all Dedicated Costs), together with all fees, surcharges or penalties incurred by GBP hereunder, for the previous fiscal year (the "Year End Statement"). Any underpayment of the annual O&M Expenses shall be paid by GBP to NEW Water within thirty (30) days of NEW Water's delivery of the Year End Statement to GBP, and any excess payment of the annual O&M Expenses shall be credited by NEW Water against the amounts billed to GBP during the following calendar month. (For the avoidance of doubt, Endangerment Surcharges paid by GBP pursuant to Section A, Paragraph 7.e. below shall not be included in, or reflected as a credit to O&M Expenses or any other amounts paid by GBP on, the Year End Statement.) All payments shall be collected by City on behalf of NEW Water, shall be the property of NEW Water and shall be paid to NEW Water by City promptly upon receipt of payment from GBP. Payments of O&M Expenses and any other payments for any partial month at the beginning or end of this Agreement shall be prorated based upon the actual number of days of such month included in the term of this Agreement. Any disputes in connection with the payments due hereunder shall be resolved in accordance with the provisions of the NEW Water Sewer Use Ordinance, as then in effect.

4. Future Capital Projects. As set forth in Section 1 above, GBP agrees to pay its reasonable and equitable share of the Capital Expenses and Annual Costs related to any current (meaning on-going and yet to be fully paid for) and future capital improvement(s) to the Facilities undertaken by NEW Water, including, without limitation, any improvement(s) constructed pursuant to Section 5(a), below. GBP's share of such Capital Expenses and/or Annual Costs shall be determined as set forth in Section 2(b), above.

a. NEW Water agrees to provide GBP with written notice of any significant capital improvements to the Facilities that are reasonably likely to (i) result in capital expenses in excess of Five Million Dollars (\$5,000,000.00), or (ii) materially change NEW Water's capacity regarding the primary pollutants (biochemical oxygen demand ("BOD") and total suspended solids ("TSS")) (each, a "Major Project") at least twelve (12) months prior to the commencement of construction of any Major Project (the "Project Notice"). Such Project Notice will include the following information: (i) the extent by which the Facilities' capacity will be increased or decreased as a consequence of the proposed Major Project; (ii) any proposed change to GBP's Allocation Capacity as a result of this project; and (iii) the estimated schedule, estimated completion date and estimated capital expense of the Major Project.

b. NEW Water agrees to provide GBP with the opportunity to be reasonably involved in the planning process for and informed about the status of any Major Project. GBP agrees that it will use its best efforts, during the planning process for any Major Project, to timely communicate to NEW Water its best estimates of the level of flows and loadings of wastewater that it will need in the future.

c. Within ninety (90) days of its receipt of a Project Notice, GBP may deliver written notice to NEW Water of any change it desires in the GBP Allocated Capacity (and the amount of any requested increase or decrease). Any change in the GBP Allocated Capacity granted by NEW Water shall be effective upon completion of the Major Project. Until the Major Project is completed, (i) all existing Capital Expenses and Annual Costs shall be allocated to GBP on the basis of the GBP Allocated Capacity in effect prior to the Major Project, and (ii) any new Capital Expenses and Annual Costs (including, but not limited to, engineering, legal and other out of pocket expenses incurred by NEW Water regarding the Major Project) shall be allocated on the basis of the GBP Allocated Capacity as adjusted by NEW Water in connection with the Major Project. After the completion of the Major Project, all Capital Expenses and Annual Costs shall be allocated based on the GBP Allocated Capacity as modified under this Section 4(c).

d. If NEW Water commences any Major Project during the term of this Agreement, then the term of this Agreement shall be automatically extended out to a date which is the earlier of (i) thirty (30) years from the date of the completion of the Major Project or (ii) the date when any financing for such Major Project is paid in full pursuant to the terms of such financing; provided, however, that nothing contained in this Section 4(d) shall shorten the term of this Agreement as set forth in Section 15, below.

5. Permit Requirements; Metering and Sampling.

a. Permit Requirements. NEW Water agrees to use its best efforts, insofar as consistent with the Facilities' capacity, to treat the wastes of GBP and other users as required by any orders which may validly and properly be issued hereafter by any authorized governmental regulatory agency with jurisdiction over NEW Water. NEW Water acknowledges that it has the responsibility for complying with the orders, regulations and permits of the regulatory agencies having proper jurisdiction as to the discharge of effluent from the Facilities into the Fox River and GBP shall cooperate fully, as required by all applicable laws, rules, regulations, ordinances or orders of all governmental authorities and/or regulatory bodies that have jurisdiction over NEW Water and/or the Facilities (collectively, "Applicable Laws"), in enabling NEW Water to comply with such orders, regulations and permits. Nothing in this Agreement shall limit the right of NEW Water, at its sole discretion, to seek modification, revision or review of any such orders, regulations and permits.

b. Metering and Sampling. The GBP Mill will be subject to an Industrial Wastewater Discharge Permit under NEW Water's Sewer Use Ordinance, and will be constructed to include all systems and facilities necessary to capture, meter, sample and discharge process related wastewater to the Mill Interceptor. NEW Water will, at GBP's sole cost and expense, conduct all monitoring and sampling required under this permit of

the waste water discharged from the GBP Mill to the Facilities. NEW Water may at any time exercise its rights, as set forth in Chapter 7 of the NEW Water Sewer Use Ordinance, which may be amended from time to time, including, but not limited to, rights of access, metering, and sampling, in connection with metering and sampling of discharges to the Mill Interceptor. The metering and sampling stations shall at all times remain accessible to all parties pursuant to the terms of this Agreement. In case of any material discrepancy between GBP's and NEW Water's analytical data regarding the sampling and testing of GBP's discharges, which discrepancy is unable to be resolved in good faith, the parties agree that the metering methodology provided in NEW Water's Sewer Use Ordinance then in effect shall govern.

6. Allocated Capacity.

a. Request for Additional Capacity: If at any time GBP determines that the GBP Allocated Capacity is inadequate, GBP shall have the right to either: (i) construct or modify its own treatment facility, or (ii) request that NEW Water allocate additional amounts of the Facilities' capacity to GBP (provided that GBP may not request allocation of additional capacity more frequently than once during any five (5) year period). If GBP elects to construct or modify its own treatment facility, it shall keep NEW Water fully informed of its plans, designs and construction schedule. If NEW Water is willing and able to grant any request for additional capacity, GBP and NEW Water will negotiate in good faith the terms and conditions by which the GBP Allocated Capacity will be increased.

b. Relinquishment of Allocated Capacity. NEW Water agrees to accept, upon six (6) months advance written notice, the relinquishment by GBP of the entire GBP Allocated Capacity. GBP may only relinquish capacity effective as of the first day of the NEW Water fiscal year that occurs immediately following the expiration of said six (6) month notice period (the "Termination Date"). Effective as of the Termination Date, GBP shall not be liable for (i) any O&M Expenses allocable to time periods following the Termination Date, or (ii) any Capital Expenses and Annual Costs for any capital improvements constructed subsequent to the Termination Date. Notwithstanding the foregoing, GBP shall continue to be liable for its portion of all Capital Expenses and Annual Costs incurred or accrued by NEW Water on or before the Termination Date (including, without limitation, for any capital improvements commenced and not fully paid for prior to the Termination Date as provided herein). For purposes hereof, a capital improvement shall be deemed to have "commenced" upon NEW Water's award of a construction contract for such capital improvement. Effective as of the Termination Date, GBP shall have no further right to discharge wastewater to the Facilities pursuant to this Agreement.

c. Exceedance of Allocated Capacity. GBP shall not discharge wastewater to the Facilities in amounts in excess of the GBP Allocated Capacity. If at any time GBP submits loadings in excess of the GBP Allocated Capacity, GBP shall pay to City, and City shall pay to NEW Water, in addition to O&M Expenses or any other fees or charges under this Agreement, a rental charge for capital use determined in accordance with the methodology set forth in **Exhibit C** attached hereto (the "Rental Charge"). The Rental

Charge shall be based on the highest seven (7) day TSS and BOD rolling averages in each month. The rental charge for capital use for flow shall be based on any or all of the following (depending on the type of additional flow capacity utilized): (i) the highest seven (7) day rolling average in each month; (ii) the peak daily flow in each month; and (iii) the daily average. If at any time GBP submits loadings in excess of GBP's maximum daily loading of Suspended Solids and/or BOD, GBP shall pay to the City and the City shall pay to NEW Water an Exceedance Surcharge. The Exceedance Surcharge shall be equal to the O&M charge calculated in accordance with paragraph A(1), above, for the exceeded parameter for each day of Exceedance; provided, however, that the Exceedance Surcharge shall be determined using the numerical seven (7) day rolling average for the day of Exceedance and not the actual daily load.

7. Right to Demand Reductions; Penalties.

a. Triggers of Reduction Demand. NEW Water shall have the right to demand that GBP reduce its loadings of Suspended Solids and/or BOD to the GBP Allocated Capacity (a "Reduction Demand") if at any time: (i) GBP submits a loading or loadings of Suspended Solids to the Facilities that exceeds the TSS Maximum Daily Loading (as indicated on Exhibit A); or (ii) GBP submits a loading or loadings of chemical oxygen demand ("COD") which exceeds the COD Maximum Daily Loading (determined as set forth below). NEW Water will use its best efforts to deliver any Reduction Demand to GBP in writing within ninety-six (96) hours (or as soon as practical thereafter) of the triggering event.

i. The COD Maximum Daily Loading will be determined by multiplying (x) the COD Factor (being the mean of the ratios of the COD in GBP's wastewater to the BOD in GBP's wastewater), by (y) the BOD Maximum Daily Loading (as indicated on Exhibit A). The COD Maximum Daily Loading will be determined by NEW Water in its commercially reasonable discretion on an annual basis. The COD Factor shall be 3.4 until either six months of actual data are available to make the determination or January 1, 2022, whichever is later, and thereafter as of the first day of each succeeding year and shall be based on the results of the daily sampling of GBP's wastewater for the preceding calendar year. In the event that there is a change in GBP's operations which causes a material variation in the GBP wastewater COD to BOD ratio, the parties agree to negotiate in good faith the mean by which a revised COD Factor shall be determined.

b. Reduction Demand; Reduced Loading Period. GBP shall, within twenty-four (24) hours from receipt of a Reduction Demand, reduce its loadings of Suspended Solids and/or BOD to a level which does not exceed the GBP Allocated Capacity (Max Day), in accordance with Exhibit A. Following receipt of a Reduction Demand, GBP shall continue to maintain its daily loadings of Suspended Solids and/or BOD at or below the GBP Allocated Capacity (Max Day) until NEW Water notifies GBP that the requirement to reduce loadings has expired (the "Reduced Loading Period"), which notice will be delivered to GBP in writing and as soon as practicable.

c. Capacity Endangerment. If GBP violates this Agreement by submitting either: (a) loading of Suspended Solids which exceeds the GBP Allocated Capacity for Suspended Solids (Max Day), or (b) a loading of BOD which exceeds the GBP Allocated Capacity for BOD (Max Day) on the same day that the loading of COD exceeds the GBP Allocated Capacity for COD (Max Day) (determined by multiplying the GBP Allocated Capacity for BOD (Max Day) times the COD Factor), during the Reduced Loading Period, then each daily violation shall constitute an “Capacity Endangerment”.

i. Notwithstanding the foregoing, if a requirement to reduce loadings is established by NEW Water as a consequence of an occurrence when the COD Maximum Daily Loading was exceeded, but the BOD Maximum Daily Loading for the same time period had not been exceeded, then the requirement to reduce loadings shall be declared null and void and shall not constitute a Capacity Endangerment or provide the basis for an Endangerment Surcharge (as defined below).

d. Endangerment Surcharge. NEW Water shall have the right to assess a surcharge on GBP in an amount equal to forty percent (40%) of a monthly invoice of O&M Expenses (as described in Section 3, above) for all parameters for the day of the Capacity Endangerment, *plus* the prior twenty-nine (29) days (the “Endangerment Surcharge”). Violations of this Section 7 will be based on twenty- four (24) hour samples taken during the Reduced Loading Period. NEW Water retains the right to take twenty-four (24) hour compliance samples throughout the Reduced Loading Period.

e. Revenues received by NEW Water for Endangerment Surcharges generated by GBP’s operation will be handled in the Year End Statement in such a manner that GBP will have no benefit or favorable adjustment directly or indirectly related to NEW Water’s receipt of those revenues.

B. AGREEMENTS REGARDING RECLAIMED WATER SYSTEM.

8. Design and Construction of Reclaimed Water System.

A. Design and Construction Obligations. NEW Water has prepared (or is in the process of preparing) plans and detailed specifications for the construction of a Reclaimed Water System dedicated to conveying treated effluent from the Facilities to the GBP Mill (the “Reclaimed Water System”), as more fully described in (i) the “Effluent Reuse Pump Station – Pump Procurement” bid documents issued by NEW Water on December 2, 2019, and (ii) the “Effluent Reuse Pump Station and Force Main” bid documents issued by NEW Water on January 6, 2020 (such plans and specifications, collectively, the “Contract Documents”). NEW Water will use its best efforts to construct the Reclaimed Water System and related facilities that will comply with, and provide conveyance of treated effluent in compliance with, Applicable Laws and the standards contained in all orders or permits issued by any regulatory agency with jurisdiction over NEW Water. Subject to the terms hereof, NEW Water will contract for the construction of the Reclaimed Water System in accordance with the Contract Documents. NEW Water

agrees to use commercially reasonable efforts to reach substantial completion of construction on the Reclaimed Water System in accordance with the Construction Schedule attached hereto as **Exhibit D**, subject to necessary time extension.

B. Project/Design Changes; Process. Subject to the terms hereof, the parties acknowledge that the scope of the improvements to be undertaken in connection with the construction of the Reclaimed Water System, and the Contract Documents related thereto, may be modified by NEW Water through change orders to the construction contractor at any time. However, in light of GBP's agreement to be responsible for certain potential costs under Section 8(C) below, NEW Water and GBP agree that they will work closely together regarding the procurement of the pump station and force main equipment and the construction of the Reclaimed Water System, as well as the oversight and management of the project through installation and commissioning into regular use (collectively, the "RWS Project"). GBP will (i) be provided with reasonably sufficient advance notice and permitted to participate in meetings regarding the RWS Project, including but not limited to budgetary meetings and those discussing RWS Project Costs (as defined below) or GBP Reimbursable Costs (as defined below), and (ii) be entitled to prompt notice after NEW Water becomes aware that any RWS Project Costs may materially deviate from the amounts set forth in the Contract Documents identified above or that NEW Water must utilize funds from identified contingency allocations. GBP's approval will be required prior to the incurrence of (or NEW Water becoming irrevocably bound to incur) any GBP Reimbursable Costs; provided, however, that: (x) GBP's approval to NEW Water's request to incur any GBP Reimbursable Costs will not be unreasonably withheld, conditioned or delayed; (y) GBP will be deemed to have approved any proposed RWS Project Costs if it expressly approves the incurrence of such costs, or it does not object to the incurrence of such costs within three (3) business days following receipt of notice of such costs from NEW Water; and (z) GBP's prior approval will not be required in an emergency or similar situation in which, due to safety, scheduling, regulatory requirements or other related reasons, it is not practical, feasible or possible for NEW Water to seek and obtain prior authorization for such expenditures (provided that NEW Water shall notify GBP of the incurrence of any RWS Project Costs as soon thereafter as is practicable).

C. Allocation of Costs. All costs and expenses actually incurred by NEW Water related to the design and construction of the Reclaimed Water System, together with the preparation of all related Contract Documents and the costs of construction inspection and contract administration ("RWS Project Costs") (as well as any costs incurred by NEW Water in enforcing the obligations of GBP under this Agreement), shall be the sole responsibility of GBP, in each case, to the extent RWS Project Costs are not reimbursed to NEW Water by Brown County pursuant to the Memorandum of Understanding dated February 19, 2020 or otherwise offset by Other Available Funds (as defined below) actually received by NEW Water (such net amount, the "GBP Reimbursable Costs"). NEW Water will invoice GBP for the GBP Reimbursable Costs on a regular basis throughout construction period, which invoice will include reasonably sufficient information to allow GBP to determine the accuracy of the amounts billed, including but not limited to an accounting of what amounts have been paid or otherwise reimbursed to NEW Water by Brown County or others with respect to the items covered by the applicable

invoice. Undisputed amount(s) shall be paid by GBP to NEW Water within thirty (30) days of NEW Water's notification to GBP of such amount(s) due. The parties shall work in good faith to resolve any disputes regarding invoiced amounts as promptly as possible. In addition to the costs referenced above, GBP shall be responsible for all expenses related to "Operation and Maintenance" activities, as defined in Paragraph 10 below, related to and/or arising out of the Reclaimed Water System, which expenses will be allocated to all users of the Reclaimed Water System at such levels and in such amounts as are proportionate to their pro-rata use of capacity in the entire Reclaimed Water System. Until such time as there are other users of the Reclaimed Water System, GBP shall be responsible for one hundred percent (100%) of such Operation and Maintenance activities. GBP shall also be responsible for any long-term capital expenses incurred with respect to and/or arising out of the Reclaimed Water System, as referenced in Paragraph 10 below, which expenses will be allocated to users of the Reclaimed Water System at such levels and in such amounts as are proportionate to their allocated capacity as compared to the total allocated capacity of all users of the Reclaimed Water System on a segment-by-segment basis.

D. Other Available Funds. NEW Water is currently working with "Focus on Energy," Wisconsin utilities' statewide energy efficiency and renewable resource program ("Focus on Energy"), to identify and pursue any VFD-related rebates that may arise from the RWS Project, which rebates would be offset against and used to reduce the RWS Project Costs. To the extent that NEW Water actually receives any such rebates or similar funds from Focus on Energy (collectively, "Other Available Funds"), NEW Water will use any such Other Available Funds first with respect to the RWS Project Costs. NEW Water will investigate in good faith and diligently pursue any other third-party sources of funds identified and validated by GBP and/or NEW Water, and to the extent that NEW Water actually receives funds or rebates that can be allocated against the RWS Projects Costs from other third-party sources, such funds or rebates will be included in the determination of "Other Available Funds."

9. Ownership; Access Rights; Grant of Easement. NEW Water shall own all right, title and interest in and to the Reclaimed Water System and shall have complete control over operation and maintenance of the same. GBP shall own all right, title and interest in and to any facilities, piping, and equipment located downstream of the Reclaimed Water System as depicted in the Contract Documents. GBP shall provide access and a safe working environment for NEW Water personnel performing their duties at the GBP Mill to the extent required for NEW Water to fulfill its obligations under this Agreement, its operational permit(s) and/or all Applicable Laws. GBP hereby grants to NEW Water, its successors and assigns, a perpetual non-exclusive right and easement, to: (i) install, operate, maintain, and make capital improvements to the Reclaimed Water System and any other NEW Water equipment, metering stations, improvements and/or related facilities located upon, within and/or beneath certain portions of GBP's property at its GBP Mill location in Green Bay, Wisconsin, as cross-hatched and shown on the site plan attached as Exhibit E (the "Easement Area"), and (ii) access the Easement Area in order to perform metering and sampling activities or any other activities required of NEW Water under this Agreement. NEW Water shall have the right to enter upon GBP's land outside of the Easement Area for the limited purpose of gaining access to the Easement Area in the event direct access to the Easement Area is

not possible. NEW Water will notify GBP before going upon GBP's land, except in the event of an emergency, as determined by NEW Water. NEW Water or its agents will promptly restore all disturbed areas of the surface of the ground to the condition existing prior to such entry by NEW Water or its agent, at NEW Water's sole cost and expense. GBP agrees to promptly execute and deliver to NEW Water, upon the request of NEW Water, an Easement Agreement for purposes of recording NEW Water's easement.

10. Maintenance; Operations and Maintenance Costs. NEW Water shall have complete control over operation and maintenance of the Reclaimed Water System, and the parties acknowledge that periodic maintenance on the Reclaimed Water System and other systems within the Facilities will be required. The term "Operation and Maintenance" as used herein shall include all of the following: the functions of NEW Water operation, maintenance and field services personnel; metering, sampling and lab analysis of effluent (together with any costs related to equipment or facilities used in connection therewith); maintaining control of odors and hydrogen sulfide concentrations; chemicals, supplies, and utilities (including gas and electric); repair, maintenance and replacement of all elements of the Reclaimed Water System and its appurtenances whenever incurred (including without limitation, any improvements, repairs and/or replacements that may be classified as long-term capital expenses); and other operations and maintenance functions directly related to the Reclaimed Water System and their appurtenances, as reasonably determined by NEW Water. The parties shall use commercially reasonable efforts to coordinate periodic scheduled maintenance operations and shall cooperate in outages, realignments or shifting operations of certain systems to allow such periodic maintenance. The parties agree to communicate as far in advance of such periodic scheduled maintenance operations for purposes of scheduling such outages, realignments or shifting operations. Notwithstanding the foregoing, the parties agree to use commercially reasonable efforts to cooperate regarding emergency repairs or maintenance to the Reclaimed Water System and other systems within or related to the Facilities.

11. Notice Regarding Additional Users and System Expansion. NEW Water will notify GBP in writing of any requests or plans to expand the Reclaimed Water System to accommodate additional users. NEW Water agrees to provide GBP with the opportunity to be reasonably involved in the process to plan, design, and implement modifications and/or improvements to the Reclaimed Water System to accommodate such additional users without sacrificing the performance of the Reclaimed Water System as it relates to GBP.

12. Availability; Monitoring; Warranty Disclaimer.

A. Availability. Notwithstanding anything herein to the contrary, NEW Water does not represent, warrant or guarantee 100% availability or operation of the Reclaimed Water System. GBP may choose to provide an alternative water supply to their facility. NEW Water will use best efforts to maintain the Reclaimed Water System to provide availability of at least 1,100 gallons per minute at 198 feet total dynamic head (one pump) at least 95% of the time. NEW Water will promptly notify GBP in advance of (if possible), and in no event later than 24 hours following, it becoming aware that the Reclaimed Water System will have capacity available to GBP of less than 2,100 gallons per minute at 198 feet of total dynamic head (two pumps), and will use best efforts to restore the Reclaimed

Water System to full capacity. The notice from NEW Water above will, to the best of NEW Water's ability based upon the information available to it at the time of such notice, communicate the reason for the capacity deficiency and the corrective action plan for restoration of full capacity of the Reclaimed Water System.

B. Permanent Cessation of Reclaimed Water Services. In the event NEW Water determines (in GBP's reasonable discretion) that it is unable to continue operation of the Reclaimed Water System and elects to stop provision of reclaimed water to GBP as set forth herein, NEW Water shall provide GBP with not less than twelve (12) months' notice of its intent to suspend such operations. If NEW Water terminates operation of the Reclaimed Water System prior to the twentieth (20th) anniversary of the date the Reclaimed Water System is put into service, NEW Water will pay to GBP an amount equal to the prorated portion of the GBP Reimbursable Costs (amortized over 20 years) that is allocable to the remaining portion of the initial twenty (20) year service period, which payment will be made within thirty (30) days following the date such services are terminated.

C. Monitoring of Reclaimed Water. NEW Water will regularly monitor the treated effluent discharged from the Facilities back to the GBP Mill (the "Reclaimed Water") in a manner and at a frequency as is required for NEW Water to maintain compliance with the reporting requirements under its WPDES discharge permit (and any other Applicable Laws and/or legal requirements for discharge of the effluent to the Fox River). In addition, NEW Water will monitor those technical and quality characteristics of Reclaimed Water as are further detailed in Exhibit F attached hereto. NEW Water will provide GBP with a monitoring report on a monthly basis, which report will (i) document the technical and quality characteristics of the Reclaimed Water at agreed upon intervals and (ii) be in such form and provide such substance as is mutually agreed upon by the parties from time to time. NEW Water will make a good faith effort to promptly notify GBP of any water quality issues, declined pressure delivery, process upsets (or related occurrences) that NEW Water believes may materially and adversely impact the quality of Reclaimed Water. GBP shall make a good faith effort to promptly notify NEW Water of any disruptions (or related occurrences) in the use of Reclaimed Water.

D. Disclaimer of Warranties. GBP agrees to accept all Reclaimed Water in its "as is" condition. NEW WATER HAS NOT MADE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE QUALITY AND/OR QUANTITY OF THE RECLAIMED WATER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR REGARDING THE SUITABILITY OF THE RECLAIMED WATER FOR USE IN THE GBP MILL OR GBP'S PARTICULAR BUSINESS OPERATIONS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND GBP ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY NEW WATER REGARDING SAME.

C. ADDITIONAL GENERAL TERMS.

13. Additional Covenants of GBP. GBP covenants and agrees that:

A. GBP shall comply at all times with the industrial discharge permit issued by NEW Water;

B. GBP shall comply at all times with the terms of NEW Water's Sewer Use Ordinance and the City's Sewer Use Ordinance;

C. The parties agree to negotiate in good faith and agree upon any future increases in the volume, concentration or other parameters or properties of the wastewater discharged by GBP, but such increases shall remain subject to NEW Water's approval; and

D. This Agreement shall not apply to any other GBP facilities.

14. Representations and Warranties of GBP. GBP represents and warrants that:

A. GBP is a corporation formed under the laws of the state of Wisconsin. The execution and delivery by GBP of this Agreement and all other instruments and documents pertaining to the Reclaimed Water System to which GBP is a party, and GBP's performance of its obligations thereunder are within the powers of GBP, and have been duly authorized, executed and delivered by GBP.

B. The execution and delivery by GBP of the aforesaid documents and GBP's performance of all acts therein provided will not result in the breach of, or constitute a default under, or require any consent under, any indenture, bank loan or credit agreement, mortgage or other agreement or instrument to which GBP is a party.

C. There is no action, suit or proceeding pending, or to the best of GBP's knowledge, threatened, against or affecting it or any other person or legal entity, in which an adverse decision might materially and adversely affect GBP's ability to observe and perform its obligations under this Agreement or any related documents. GBP shall promptly notify NEW Water in writing of all litigation and of any complaints or charges of any person (including any other governmental authority) adversely affecting GBP which may delay or require changes in the construction of the Reclaimed Water System.

15. Term. The term of this Agreement (the "Term") shall commence as of the date hereof and continue for a period of twenty (20) years, subject to further extension(s) as set forth in Section 4(d) above.

16. Default. If GBP (i) fails to pay any payment due hereunder, or (ii) breaches any other representation, warranty or covenant contained herein, and such failure remains uncured for thirty (30) days after receipt by GBP of written notice thereof, then NEW Water shall have the right, without further notice, to any and all actions that are permitted under Applicable Law,

including, but not limited to, terminating the conveyance and treatment of GBP's wastewater by NEW Water and/or operation of the Reclaimed Water System as permitted under NEW Water's Sewer Use Ordinance or any successor thereto. Upon GBP's failure to timely pay any amount due hereunder, NEW Water may, in addition to the exercise of any other remedies hereunder, immediately and without further notice to GBP, draw upon any letter(s) of credit or other security instruments provided by GBP pursuant to this Agreement. Nothing herein contained shall preclude GBP from seeking refund or reimbursement from NEW Water of any alleged excess payment, but GBP must either pay the disputed amount or post a bond in the disputed amount with sureties reasonably acceptable to NEW Water. In addition to, and not in lieu of, (i) any remedies contained in this Agreement, and (ii) remedies available to NEW Water under its Sewer Use Ordinance-for any past or current violation(s) thereof, NEW Water may exercise any remedy available to it at law or equity.

17. Waiver. NEW Water shall have no obligation to take any action whatsoever on any request for waiver of any other term or condition of this Agreement or the breach thereof, and the silence of NEW Water shall be construed as a refusal of every such request. NEW Water shall have complete discretion to grant conditionally, grant or deny each waiver request. No waiver or series of waivers granted by NEW Water pursuant to this paragraph shall be deemed a waiver of future compliance with any other provision of this Agreement nor shall such a waiver or series of waivers be deemed to establish any precedent whatsoever or to create any future right to GBP, it being mutually agreed that the right of NEW Water to arbitrarily refuse to grant a waiver at any time is an essential term of this Agreement. If NEW Water determines to act upon GBP's request for a waiver it may notify GBP orally or in writing, but if it notifies GBP orally, NEW Water shall confirm such action in writing not later than the next regular business day.

18. Indemnification.

A. By NEW Water. NEW Water agrees to indemnify and hold harmless the City and GBP from any and all judgments, orders, decrees, awards, costs, expenses, including reasonable attorney's fees, and claims on account of damage to property and/or personal injury, including death, which may be sustained by any person not a party to this Agreement (including, but not limited to, any officer, employee, director or agent of any party hereof) arising out of or in any way connected with: (i) the construction, installation, repair, improvement, and Operation and Maintenance of the facilities owned by NEW Water and required to collect and treat the wastewater involved in this Agreement, (ii) NEW Water's violation of any representation, warranty or obligation contained in this Agreement, or (iii) NEW Water's negligence or willful misconduct; provided, however, that NEW Water's indemnity obligation shall not apply to an indemnified party to the extent any claim for damage to property or personal injury, including death, is caused by that indemnified party, that indemnified party's negligence or willful misconduct, or with respect to GBP, by GBP's discharge of wastewater in violation of this Agreement, the NEW Water Sewer Use Ordinance or other Applicable Law.

B. By GBP. GBP agrees to indemnify and hold harmless the City and NEW Water from any and all judgments, orders, decrees, awards, costs, expenses, including reasonable attorney's fees, and claims on account of damage to property and/or personal

injury, including death, which may be sustained by any person not a party to this Agreement (including, but not limited to, any officer, employee, director or agent of any party hereof) arising out of or in any way connected with: (i) GBP's violation of any representation, warranty or obligation contained in this Agreement, (ii) GBP's violation of any Applicable Law, or (ii) GBP's negligence or willful misconduct; provided, however, that GBP's indemnity obligation shall not apply to an indemnified party to the extent any claim for damage to property or personal injury, including death, is caused by that indemnified party, that indemnified party's negligence or willful misconduct, or with respect to NEW Water, by NEW Water's violation of this Agreement or Applicable Law.

19. Insurance. At all times during the Term of this Agreement, both NEW Water and GBP shall purchase, at their own expense, and maintain with insurance companies in good standing in the state of Wisconsin and reasonably acceptable to the other party, the insurance coverages and amounts set forth on, and in accordance with the terms and conditions of, **Exhibit G** attached hereto.

20. Force Majeure. If either NEW Water or GBP is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, other than the obligations to make payments, and if such party gives notice and reasonably full particulars of such force majeure in writing to the other party within a reasonable time after such force majeure occurs, then the obligations of the party giving the notice, so far as and to the extent that the obligations are affected by such force majeure, shall be suspended commencing as of the time the force majeure occurs and thereafter during the continuance of any inability so caused, but for no longer period; provided, however, that resort to force majeure by a party shall not otherwise affect or excuse such party's failure to comply with any applicable law, rule, regulation, ordinance or order for any reason. The party giving notice shall, if requested by the party receiving the notice, deliver to the party receiving the notice a sworn statement of the facts relied on as constituting force majeure. For purposes hereof, the term "force majeure" shall mean a cause or causes which are not reasonably within the control of the party claiming force majeure, including, but not limited to, forces of nature, perils of the sea, shipwrecks, acts of God, wars, blockades, insurrections, riots, landslides, lightning, earthquakes, fires, storms, floods, civil or military disturbances or interferences, and explosions. Notwithstanding anything to the contrary herein, "force majeure" shall not include inability to procure goods or services from preferred vendors or similar commercial difficulties.

21. Authority of NEW Water's Executive Director. The parties acknowledge and agree that NEW Water's Executive Director, or in his/her absence, his/her designee, shall have the authority to take any action which is required by or available to NEW Water under this Agreement. However, nothing contained herein shall restrict GBP's right to communicate with NEW Water's Commission.

22. Notices. Notices or communications relating to this business agreement shall be given in writing to NEW Water, GBP and City of Green Bay, respectively, as follows:

TO NEW WATER:

Attn: Executive Director
2231 North Quincy Street
(Administration Building)
P.O. Box 19015
Green Bay, Wisconsin 54307-9015

TO GBP:

Attn: General Counsel
1700 N. Webster Ave.
Green Bay, Wisconsin 54302-1128

TO CITY OF GREEN BAY:

City of Green Bay
Attn: Clerk
100 N. Jefferson St., Room 106
Green Bay, WI 54301

Notices shall be deemed given only upon receipt thereof.

23. Assignment. Except upon the prior written consent of NEW Water, which shall not be unreasonably withheld, conditioned or delayed and in full compliance with all Applicable Laws, GBP may not sell, assign, lease or sublease or otherwise transfer (i) any of its allocated Flow Capacity in the Mill Waste Force Main, or (ii) any part or all of its rights under this Agreement to any third party. Notwithstanding the foregoing, GBP may assign this Agreement and all of its rights hereunder, without the prior written consent of NEW Water, to a successor in interest pursuant to the sale of all or substantially all of GBP's assets. No such transfer or assignment shall relieve or terminate the liability or responsibility of GBP hereunder unless specifically so stated by NEW Water in writing.

24. No Third Party Beneficiaries. No person, corporation, association or any group or combination thereof outside of the parties hereto shall have any rights or interests under this contract, it being the express intent of the parties to exclude all third party beneficiaries and all third party claims, demands, actions, causes of action and suits hereunder.

25. Governing Law. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Wisconsin.

26. Amendments. This Agreement and any provision hereof may be changed, waived, discharged or terminated only in writing signed by all parties.

27. No Joint Venture. No party shall be deemed, by virtue of this Agreement or the Reclaimed Water System, to be a partner or joint venturer of any other party, and each party shall indemnify and hold the other parties harmless from any and all damages resulting from such a construction or alleged construction of the relationship of the parties.

28. Binding Effect. This Agreement shall be binding upon each of the parties hereto, their successors and assigns.

29. Entire Agreement. This Agreement, including any exhibits, schedules or attachments hereto, sets forth the entire understanding and agreement between the parties and supersedes all proposals or communications, oral or written, between the parties relating to the subject matter of this Agreement.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. An electronic or .pdf signed copy of this Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and their respective corporate or official seals to be attached as of the date first written above.

“NEW WATER”:

GREEN BAY METROPOLITAN SEWERAGE
DISTRICT

By: Kathryn Hasselblad
Name: Kathryn Hasselblad
Title: Commission President

“CITY”:

CITY OF GREEN BAY

By: _____
Name: _____
Title: _____

“GBP”:

GREEN BAY PACKAGING INC.

By: _____
Name: _____
Title: _____

Attached Exhibits:

Exhibit A – GBP Allocated Capacity
Exhibit B – Summary of Credits
Exhibit C – Rental Charge for Exceedance of Allocated Capacity
Exhibit D – Construction Schedule
Exhibit E – Easement Area
Exhibit F – Monitoring Requirements for Reclaimed Water
Exhibit G – Required Insurance Coverage

EXHIBIT A

GBP Allocated Capacity

<u>Parameter</u>	<u>Allocation</u>
FLOW (Daily Average)	2.7 million gallons per day
FLOW (Seven Day Rolling Average Flow)	3.0 million gallons per day
FLOW (Peak Day Flow)	3.9 million gallons per day
BOD (Seven day Rolling Average)	13,000 pounds per day
BOD (Max Day)	17,000 pounds per day
TSS (Seven day Rolling Average)	3,000 pounds per day
TSS (Max Day)	3,800 pounds per day
Phosphorous (average day load)	200 pounds per day
Total Kjeldahl Nitrogen (average day load)	600 pounds per day

For purposes of this Exhibit:

- “Daily Average” means the numerical average of the daily loads received GBP over NEW Water’s fiscal year.
- “Peak Day Flow” means the total flow received during any twenty-four (24) hour period.
- “Seven Day Rolling Average” means the numerical average of GBP’s Flow, BOD or Suspended Solids loads, as the case may be, for the current day plus the immediately preceding six (6) days.
- “Max Day” means the total amount of GBP’s BOD or Suspended Solids loads, as the case may be, for a single day.

EXHIBIT B

Summary of Credits

Pursuant to Section A, paragraph 3, certain credits will be included in each monthly invoice generated by NEW Water for 20 years. The following summary is intended to capture these credits and their methodology for calculation.

Total Maximum Daily Load (“TMDL”) Waste Load Allocation (“WLA”) for Phosphorus

The per pound rate for each of the 629 pounds per year of the TMDL WLA divided by 12 months per year. The per pound rate is \$85.00 and is increased by 3% annually on the first of the year following the TMDL WLA transfer.

In the first month following the transfer and prior to any annual increase, the following monthly credit calculation would be made:

$$\underline{\$85.00 \times 629 / 12 = \$4,455}$$

TMDL WLA for Total Suspended Solids

The per pound rate for each of the 108,259 pounds per year of the TMDL WLA divided by 12 months per year. The per pound rate is \$3.00 and is increased by 3% annually on the first of the year following the TMDL WLA transfer. NEW Water will be reimbursed by the City for this credit.

In the first month following the transfer and prior to any annual increase, the following monthly credit calculation would be made:

$$\underline{\$3.00 \times 108,259 / 12 = \$27,065}$$

Reclaimed Water Phosphorus Loading

Monthly, the amount of Phosphorus that is sent to GBP through the Reclaimed Water System and thus avoids being discharged to the Fox River will be totalized. The per pound rate for each of the pounds delivered in the Reclaimed Water system will be credited. The per pound rate is \$85.00 and is increased by 3% annually on the first of the year following the initial use of the Reclaimed Water System.

For example, if during a given 30-day month the Reclaimed Water flow rate averaged 1.0 million gallons per day and the phosphorus concentration averaged 0.3 ppm, the following credit calculation would be made for that month:

$$\underline{\$85.00 \times 1.0 \text{ mgd} \times 0.3 \text{ ppm} \times 8.345 \text{ lbs/gallon} \times 30 \text{ days} = \$6,384}$$

WDNR Environmental Impact Fees (NR101 Fees)

This credit will be included in the year-end reconciling invoice in lieu of the monthly invoices.

The ratio of the amount of Reclaimed Water provided and the amount of total effluent that would have been discharged from NEW Water's Green Bay Facility if not for the Reclaimed Water provided will be determined and credited to GBP within the year-end reconciling invoice. This ratio will be multiplied by the NR101 fees for the Green Bay Facility. For example, in the budget year the average Reclaimed Water flow rate averaged 1.0 million gallons per day and the amount of total effluent discharged from NEW Water's Green Bay Facility averaged 30 million gallons per day assuming the year's NR101 fees for the Green Bay Facility were \$100,000, the following calculation would be made for the year-end invoice:

$$\$100,000 \times 1.0 \text{ mgd} / 31.0 \text{ mgd} = \$3,225.$$

EXHIBIT C

Rental Charge for Exceedance of Allocated Capacity

CAPACITY RENTAL CHARGE AND MAX DAY EXCEEDENCE METHODOLOGY FOR UTILIZATION OF ADDITIONAL WASTEWATER TREATMENT PLANT CAPACITY BY GREEN BAY PACKAGING INC.

The purpose of this Exhibit is to set forth the methodology to annually determine rental rates max day exceedances for utilization of additional Flow, Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) wastewater treatment plant capacity being made available by NEW Water for use by GBP; and to set forth the manner in which such rental rates are to be applied to additional capacity utilization in order to compute excess capacity rental charges.

Rental Rate Methodology

NEW Water has determined that excess capacity rental charges to GBP for additional capacity utilization should reflect current annual net capital costs of that capacity which, in the absence of any rental agreement, would be part of the annual cost of service to NEW Water municipalities. The rental rates, expressed in terms of dollars per year per unit of capacity or dollars per month per unit of capacity, are to be determined at the beginning of each fiscal year by the formulas shown in **Attachments A** and **B**.

Rental rates are to be based on the investment allocations in accordance with the current Cost Allocation Methodology report. It is anticipated that the allocation of Capital Improvements will be periodically updated. Such updating may result in allocation percentage changes, which should then be incorporated into the formulas shown in **Attachments A** and **B**.

Application of Rental Rates

Additional average day flow treatment capacity being made available as set forth in the Tripartite Agreement (2020) will be rented on an *annual* basis as determined by the rental charge methodology. Additional peak week flow, peak day flow, peak week BOD loading, and peak week TSS loading treatment capacity being made available, as set forth in the Tripartite Agreement (2020), will be rented on a *monthly* basis as determined by the rental charge methodology. Rental charges are calculated by multiplying rental rates times the excess capacity actually used.

Attachment A to Exhibit C
ANNUAL RENTAL RATES

Average Day Flow Rental Rates

Average day flow (adFlow) rental rates are applicable to annual average daily flows from GBP in excess of GBP's allocated annual average day flow capacity of 2.7 million galls per day (mgd). Rental rates are calculated as follows:

$$\text{adFlow} = (\text{NCC} \times 5.47\%) \div 45.1 \text{ mgd}$$

Where:

adFlow = Average day flow rental rate: dollars/mgd

NCC = Total annual net capital cost (excluding non-project debt service) for the applicable fiscal year.

5.47% = Percentage of Capital Improvements allocated to the common to all average day flow cost component in accordance with the current Cost Allocation Methodology Report

45.1 mgd = Total design flow and loads in accordance with the current Cost Allocation Methodology Report.

Example Annual Rental Charge Calculations

Assume the NCC for a particular fiscal year is \$13,000,000. Annual rental rates for flow would be as follows:

$$\begin{aligned}\text{adFlow} &= (\$13,000,000 \times 5.47\%) \div 45.1 \text{ mgd} \\ &= \$15,781.39 \text{ per mgd}\end{aligned}$$

If GBP's average day flow for the fiscal year is 2.8 mgd, annual rental charges for GBP would be as follows:

$$\begin{aligned}\text{Rental Charge} &= (\text{Actual Capacity} - \text{Contract Capacity}) \times \text{Rental Rate} \\ &= (2.8 \text{ mgd} - 2.7 \text{ mgd}) \times \$15,781.39 \text{ per mgd} \\ &= \$1,578.14\end{aligned}$$

Attachment B to Exhibit C

MONTHLY RENTAL CHARGES

Peak Week Flow Rental Rates

Peak week flow (pwFlow) rental rates are applicable to monthly peak week flows from GBP in excess of GBP's allocated monthly peak week flow capacity of 3.0 mgd. Rental rates are calculated as follows:

$$\text{pwFlow} = (\text{NCC} \times 3.98\%) \div (94.80 \text{ mgd} \times 12 \text{ months})$$

Where:

pwFlow = Peak week flow rental rate: dollars/million gallons.

NCC = Total annual net capital cost (excluding non-project debt service) for the applicable fiscal year.

3.98% = Percentage of Capital Improvements allocated to the common to all peak week flow cost component in accordance with the current Cost Allocation Methodology Report.

94.8 mgd = Total design flow and loads in accordance with the current Cost Allocation Methodology Report.

Peak Day Flow Rental Rates

Peak day flow (pdFlow) rental rates are applicable to monthly peak day flows from GBP in excess of GBP's allocated monthly peak day flow capacity of 3.9 mgd. Rental rates are calculated as follows:

$$\text{pdFlow} = (\text{NCC} \times 20.82\%) \div (145.3 \text{ mgd} \times 12 \text{ months})$$

Where:

pdFlow = Peak day flow rental rate: dollars/million gallons.

NCC = Total annual net capital cost (excluding non-project debt service) for the applicable fiscal year.

20.82% = Percentage of Capital Improvements allocated to the common to all peak day flow cost component in accordance with the current Cost Allocation Methodology Report.

145.3 mgd = Total design flow and loads in accordance with the current Cost Allocation Methodology Report.

Peak Week BOD Load Rental Rates

Peak week BOD (pwBOD) load rental rates are applicable to peak week BOD loads from GBP in excess of GBP's allocated peak week (seven-day rolling average) BOD load capacity of 13,000 pounds per day (ppd). Rental rates are calculated as follows:

$$\text{pwBOD} = (\text{NCC} \times 29.80\%) \div (195,370 \text{ ppd} \times 12 \text{ months})$$

Where:

pwBOD = BOD rental rate: dollars/pound

NCC = Total annual net capital cost (excluding non-project debt service) for the applicable fiscal year.

29.80% = Percentage of Capital Improvements allocated to the common to all peak week load BOD cost component in accordance with the current Cost Allocation Methodology Report.

195,370 ppd = Total design flow and loads in accordance with the current Cost Allocation Methodology Report.

Peak Week TSS Load Rental Rates

Peak week TSS (pwTSS) load rental rates are applicable to peak week TSS loads from GBP in excess of GBP's allocated peak week TSS load capacity of 3,000 ppd. Rental rates are calculated as follows:

$$\text{pwTSS} = (\text{NCC} \times 20.70\%) \div (141,960 \text{ ppd} \times 12 \text{ months})$$

Where:

pwTSS = TSS rental rate: dollars/pound

NCC = Total annual net capital cost (excluding non-project debt service) for the applicable fiscal year.

20.70% = Percentage of Capital Improvements allocated to the common to all peak week load TSS cost component in accordance with the current Cost Allocation Methodology Report.

141,960 ppd = Total design flow and loads in accordance with the current Cost Allocation Methodology Report.

Example Monthly Rental Charge Calculations

Assume the NCC for a particular fiscal year is \$13,000,000. Monthly rental rates for flow, BOD, and TSS would be as follows:

$$\begin{aligned}\text{pwFlow} &= (\$13,000,000 \times 3.98\%) \div (94.80 \text{ mgd} \times 12 \text{ months}) \\ &= \$455.35 \text{ per mgd} \\ \text{pdFlow} &= (\$13,000,000 \times 20.82\%) \div (145.3 \text{ mgd} \times 12 \text{ months}) \\ &= \$1,552.08 \text{ per mgd} \\ \text{pwBOD} &= (\$13,000,000 \times 29.80\%) \div (145.3 \text{ ppd} \times 12 \text{ months}) \\ &= \$1.65 \text{ per ppd} \\ \text{pwTSS} &= (\$13,000,000 \times 20.70\%) \div (141,960 \text{ ppd} \times 12 \text{ months}) \\ &= \$1.58 \text{ per ppd}\end{aligned}$$

If GBP's peak seven-day rolling average flow, peak day flow, peak seven-day rolling average BOD load, and peak seven-day rolling average TSS load for a given month during the fiscal year are 3.4 mgd, 4.2 mgd, 13,500 ppd, and 4,000 ppd, respectively, GBP rental charges for that particular month would be as follows:

$$\begin{aligned}\text{Rental Charge} &= (\text{Actual Capacity} - \text{Contract Capacity}) \times \text{Rental Rate} \\ &= (3.4 \text{ mgd} - 3.0 \text{ mgd}) \times \$455.35 \text{ per mgd} = \$182.14 + \\ &= (4.2 \text{ mgd} - 3.9 \text{ mgd}) \times \$1,552.08 \text{ per mgd} = \$465.62 + \\ &= (13,500 \text{ ppd} - 13,000 \text{ ppd}) \times \$1.65 \text{ per ppd} = \$825.00 + \\ &= (4,000 \text{ ppd} - 3,000 \text{ ppd}) \times \$1.58 \text{ per ppd} = \$1,580.00 = \\ &= \$182.14 + \$465.52 + \$825.00 + \$1,580.00 = \$3,052.66\end{aligned}$$

Max Day Exceedance Methodology

A Max Day exceedance shall occur whenever GBP's allocated Max Day parameter loading of TSS and/or BOD are exceeded. GBP shall be assessed a Max Day exceedance surcharge for each Max Day parameter loading exceedance. The exceedance surcharge shall be included in the Year End Statement and calculated using the operation and maintenance (O&M) charge for the parameter multiplied by the seven-day rolling average for the parameter and not the actual daily load.

Example of Max Day Exceedance Surcharge

GBP's Max Day allocated BOD capacity is 17,000 pounds and they deliver a loading of 18,000 pounds. The fiscal year O&M charge for BOD is \$0.23376. The calculation for the Max Day exceedance charge is as follows:

	Daily BOD Load	Seven-Day Rolling Average
Day 1	6,500	
Day 2	6,800	
Day 3	6,400	
Day 4	6,750	
Day 5	6,600	
Day 6	6,900	
Day 7	6,930	6,697
Day 8	6,980	6,766
Day 9	18,000	8,366

$$8,366 \times \$0.23376 = \$1,955.64$$

EXHIBIT D

Construction Schedule

Project Milestone	Anticipated Date
Notice of Award	April 15, 2020
Notice to Proceed	June 1, 2020
Pump delivery	July 24, 2020
System start-up, testing, and acceptance	October 23, 2020
Substantial Completion	December 15, 2020

EXHIBIT E
Easement Area

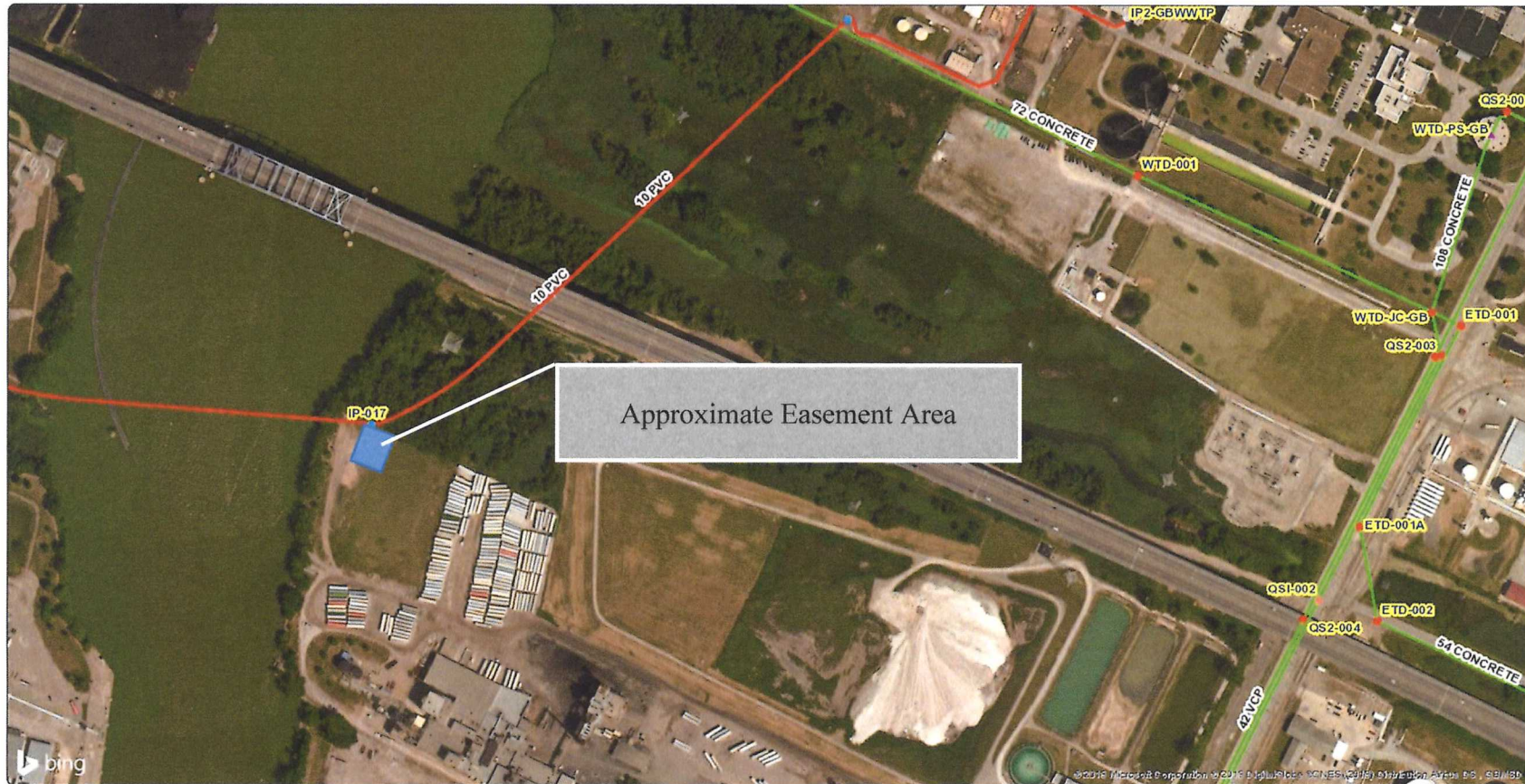


EXHIBIT F

Monitoring Requirements for Reclaimed Water

Parameter	Sample Frequency	Sample Type
Flow Rate	Daily	Continuous
CBOD₅	Daily	24-hour flow proportional composite sample
BOD₅	Daily	24-hour flow proportional composite sample
Total Suspended Solids	Daily	24-hour flow proportional composite sample
pH	Daily	Continuous
Total Kjeldahl Nitrogen	Daily	24-hour flow proportional composite sample
Total Phosphorus	Daily	24-hour flow proportional composite sample
Cadmium, Total Recoverable	Monthly	24-hour flow proportional composite sample
Chromium, Total Recoverable	Monthly	24-hour flow proportional composite sample
Copper, Total Recoverable	Monthly	24-hour flow proportional composite sample
Lead, Total Recoverable	Monthly	24-hour flow proportional composite sample
Nickel, Total Recoverable	Monthly	24-hour flow proportional composite sample
Zinc, Total Recoverable	Monthly	24-hour flow proportional composite sample
Mercury, Total Recoverable	Monthly	24-hour flow proportional composite sample
Total Residual Chlorine	N/A	
Nitrogen, Ammonia (NH₃-N) Total	N/A	
Fecal Coliform	N/A	
E. Coli	N/A	
Acute WET	N/A	
Chronic WET	N/A	

N/A – Not applicable, will not be regularly tested and reported.

EXHIBIT G

Required Insurance Coverage

I. General Information

NEW Water and GBP shall maintain, at their own expense, throughout the Agreement and any extensions thereof, the insurance coverages and minimum required limits as described below. Failure of NEW Water or GBP to maintain any required insurance coverages shall be deemed to be a material breach of the terms of this Agreement.

In all cases where excess or umbrella policies are used in order to meet the minimum required levels of coverage, the coverage provisions of such excess or umbrella liability policies must exceed or follow form of the underlying policies.

II. Required Policies and Limits of GBP

A. Workers Compensation Insurance

Limits: Statutory policy covering employees in the state of Wisconsin.

Election of Coverage: Coverage must apply to all employees including, but not limited to sole proprietors, members, partners, officers, and directors.

B. Employers Liability Insurance

Limits: \$100,000 Bodily Injury by Accident – Each Employee
\$100,000 Bodily Injury by Disease – Each Employee
\$500,000 Bodily Injury by Disease – Policy Limit

C. Commercial General Liability Insurance

Limits: \$1,000,000 Per Occurrence
\$2,000,000 General Aggregate – Must apply on a per location basis
\$2,000,000 Products/Completed Operations Aggregate

Coverage: Property Damage, Bodily Injury, Products Liability, Completed Operations, and Contractual Liability. Insurance shall be considered primary, non-contributory, and not excess coverage. Coverage must include Explosion, Collapse, and Underground Hazards.

Form: Occurrence Based – ISO or Equivalent

D. Business Auto Liability Insurance

Limits: \$1,000,000 Combined Single Limit

Coverage: Any Auto (All Owned, Non-Owned, and Hired Vehicles)

Form: Occurrence Based – ISO or Equivalent

E. Umbrella Liability

Underlying Coverage: General Liability, Commercial Auto, and Employers Liability

Limits: \$10,000,000 Each Claim
\$10,000,000 Aggregate

III. Required Policies and Limits of NEW Water

A. Workers Compensation Insurance

Limits: Statutory policy covering employees in the state of Wisconsin.

Election of Coverage: Coverage must apply to all employees including, but not limited to sole proprietors, members, partners, officers, and directors.

B. Employers Liability Insurance

Limits: \$100,000 Bodily Injury by Accident – Each Employee
\$100,000 Bodily Injury by Disease – Each Employee
\$500,000 Bodily Injury by Disease – Policy Limit

C. Commercial General Liability Insurance

Limits: \$1,000,000 Per Occurrence
\$2,000,000 General Aggregate – Must apply on a per location basis
\$2,000,000 Products/Completed Operations Aggregate

Coverage: Property Damage, Bodily Injury, Products Liability, Completed Operations, and Contractual Liability. Insurance shall be considered primary, non-contributory, and not excess coverage. Coverage must include Explosion, Collapse, and Underground Hazards.

Form: Occurrence Based – ISO or Equivalent

D. Business Auto Liability Insurance

Limits: \$1,000,000 Combined Single Limit

Coverage: Any Auto (All Owned, Non-Owned, and Hired Vehicles)

Form: Occurrence Based – ISO or Equivalent

E. Umbrella Liability

Underlying Coverage: General Liability, Commercial Auto, and Employers Liability

Limits: \$10,000,000 Each Claim
\$10,000,000 Aggregate

F. Environmental Liability Insurance

Limits: \$3,000,000 Per Occurrence
\$3,000,000 Policy Aggregate

Coverage: Site Pollution Liability, to include Bodily Injury and Property Damage, Cleanup Costs (first-party Discovery and third-party Claims), Transportation, Non-Owned Location, and Business Interruption Costs. Coverage shall also extend to Pollution Liability from off-site activities, including coverage for third-party Claims for Bodily Injury, Property Damage, or Cleanup Costs that New Water becomes legally obligated to pay, resulting from (a) activities of your business, and (b) emanating from a location other than your property(ies).

Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release, seepage or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, low level radioactive materials, medical waste, and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

Form: Claims Made; Retroactive date must be prior to inception of this agreement.

IV. Requirements of GBP and NEW Water

A. Insurance Companies and Underwriters

All policies must be written with carriers who are licensed to write business in the State of Wisconsin with the exception of Environmental Liability Insurance, which may be placed with a non-admitted insurer. Insurers, whether admitted or non-admitted, must maintain an AM Best Rating of A- or better, with a financial size category of X or better.

B. Alternate Employer Endorsement

All required workers compensation and employers liability policies must include the alternate employer endorsement listing the other two parties of the agreement as the alternate employer.

C. Notice of Cancellation/Material Change

All policies required above shall include an endorsement which provides 30 days written notice of cancellation for any other reason other than non-payment of premium in which 10 days written notice will be provided from the insurance carrier to the other two parties of the agreement... Notice of cancellation should be sent in accordance with the notice provisions of the Agreement.

Each party is responsible for providing 30 days written notice to the other parties prior to any material change which would make the party non-compliant with Exhibit G.

D. Certificates of Insurance

Prior to the inception of the Agreement, and then upon any change or renewal of any insurance coverage throughout the Agreement term, each party shall provide the other two parties with a certificate of insurance. The certificate of insurance must be executed by a duly authorized representative of each insurer and it must show coverage in compliance with the insurance requirements.

Copies of required additional insured and waiver of subrogation endorsements where required must be included with the certificate of insurance.

Failure of any party to demand a certificate of insurance showing evidence of full compliance is not a waiver of the required coverages.



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.18

To approve the award of the following contracts:

A. MONROE AVENUE RETAINING WALL to the low responsive bidder, Highway Landscapers, Inc., in the amount of \$46,369.

B. RFB #3251 GREEN BAY METRO EXTERIOR SIGN REPLACEMENT referred to Transit Commission.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public MONROE AVENUE RETAINING WALL

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

MONROE AVENUE RETAINING WALL

Tuesday, September 8, 2020

Contractor	Bid	Bid Bond
HIGHWAY LANDSCAPERS, INC.	\$46,369	5%
Any questions, call 920-448-3100		



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.19

To receive and place on file the award of the following contracts:

A. SEWERS 7-20 MINI SEWERS to the low responsive bidder, Kip Gulseth Construction Co., Inc., in the amount of \$157,620.

B. SEWERS 8-20 FINGER ROAD SANITARY SEWER to Advance Construction, Inc., in the amount of \$387,403.49.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public SEWERS 7-20 MINI SEWERS
2. Bid Summary - Public SEWERS 8-20 FINGER ROAD SANITARY SEWER

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 7-20 MINI SEWERS

Tuesday, August 18, 2020

Contractor	Bid	Bid Bond
KIP GULSETH CONSTRUCTION CO., INC.	\$157,620.00	5%
DORNER, INC.	\$187,540.00	5%
ADVANCE CONSTRUCTION, INC.	\$199,894.80	5%
HIGHWAY LANDSCAPERS, INC.	\$224,410.00	5%
DEGROOT, INC.	\$231,290.29	5%
JOSSART BROTHERS, INC.	\$249,244.00	5%
VINTON CONSTRUCTION CO.	\$265,146.90	5%
DAVID TENOR CORP.	\$280,566.80	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 8-20 FINGER ROAD SANITARY SEWER

Tuesday, August 18, 2020

Contractor	Bid	Bid Bond
ADVANCE CONSTRUCTION, INC.	\$387,403.49	5%
DORNER, INC.	\$430,013.25	5%
PTS CONTRACTORS, INC.	\$449,260.50	5%
DEGROOT, INC.	\$464,583.86	5%
JOSSART BROTHERS, INC.	\$477,352.80	5%
KIP GULSETH CONSTRUCTION CO., INC.	\$527,165.50	5%
KRUCZEK CONSTRUCTION, INC.	\$547,547.47	5%
SOPER GRADING & EXCAVATING LLC	\$586,542.75	5%
Any questions, call 920-448-3100		



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # M.20

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

A. Granting of Licenses

I. Sidewalk Builder

- a. Al Dix Concrete LLC
- b. Concrete Solutions, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # N.I

To hold a communication from Ald. 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, & August 10, 2020 Protection & Policy meetings and to re-notice this item to read a "a communication from Ald. Barbara Dorff to research and create a equal rights ordinance for the City of Green Bay," previously discussed at the July 8, 2019, July 13, 2020, & August 10, 2020 Protection & Policy meetings.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. UPDATED DRAFT GO 25-20 - Creating Ch 50 Equal Rights 9-3-20 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, short term rentals, 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

September 15, 2020

PREPARED BY

AGENDA ITEM # N.2

To approve an appeal by Branden Neidl regarding the denial of his operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. application
2. appeal letter
3. Denial Memo - 09.03.20



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # N.3

To recommend the Council waive the ordinance requirements for an outdoor premises and to approve an application for an available "Class B" Combination license for Sliced on Main, LLC at 1238 Main St. with licensed premises description as "1800 sq ft building, kitchen, 2 bathrooms, walk-in cooler, large bar room, small patio," with the approval proper authorities. (Previously licensed as Main St. Dreams during the 2019-2020 license year).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. application-1238main
2. patio-1238main
3. STIPULATION AGREEMENT.CARLSONC.374
4. olde main moratorium 10-23-07

RESOLUTION LIMITING THE NUMBER
OF LICENSED ESTABLISHMENTS IN THE
OLDE MAIN STREET BUSINESS IMPROVEMENT DISTRICT

October 23, 2007

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Common Council is concerned with the present high concentration of Class "B" liquor license establishments in the Olde Main Street Business Improvement District, which can impair the public peace, safety, welfare, and order in this area; and

WHEREAS, pursuant to the powers reserved under Ch. 125 Wis. Stats., the Common Council wishes to limit the number of Class "B" Beer and Class "B" Combination Liquor Licenses, issued to establishments in and around the area of the Olde Main Street Business Improvement District; and

WHEREAS, it is the intent of this resolution to allow present Class "B" liquor license establishments to sell, maintain, renew or transfer their licenses within such area.

NOW, THEREFORE, BE IT RESOLVED:

1. Limitation Area. Any property within the following-described area:

All of Lots 154 through 162, Lots 169 through 191, Lots 193 through 231, Lots 262 through 294, Lots 301 through 322, Lot 402, Lots 420 through 422, Lots 435 through 438, Plat of Navarino. Also, all of the Certified Survey Map recorded in Volume 7, Page 287, being part of Lot 205, Plat of Navarino. Also, all of the Certified Survey Map recorded in Volume 12, Page 197, Brown County Records, being part of Lot 180, Plat of Navarino. Also, all of the Certified Survey Map recorded in Volume 25, Page 180, Brown County Records, being part of Lots 169 and 170, Plat of Navarino. Also, all of Lots 1 through 5, Subdivision of Lots 192, 434, and the north 2 feet of Plat of Navarino. Also, all of Lots 68 through 152 and the tract of land described in Volume 145, Page 405, Brown County Records, Whitney's Addition to Navarino. Also, all of Lots 1 through 8, Lots 99 through 105, Lots 108 through 114, Lots 143 through 150, Plat of Oak Grove. Also, that part of Private Claim 2, east side of Fox River, lying within the area formerly known as Lots 295 through 300, Plat of Navarino. Also, that part of the Plat of Navarino, Whitney's Addition to the Plat of Navarino and the Plat of Oak Grove as described in Jacket 4589, Image 26, being part of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company so called alley track and Cedar Street Spur. Also, that part of any vacated street or alley right-of-way

adjacent to the lands described above located in said Plat of Navarino, Subdivision of Lots 192, 434, and the north 2 feet of Plat of Navarino, Whitney's Addition to Navarino, and Private Claim 2, east side of Fox River. All located in the City of Green Bay, Brown County, Wisconsin. Excepting the south 130 feet of said Lot 402, Plat of Navarino. Also, excepting the south 125 feet of the east 46 feet of said Lot 422, Plat of Navarino (see attached map).

2. Prohibition. The Common Council shall not authorize the issuance of any new or transfer Class "B" Beer License or Class "B" Combination Liquor License within the limitation area, except restaurants, as defined in paragraph 4 hereof.

3. Exceptions.

- a. This subsection shall not prohibit the renewal of a Class "B" Beer or Class "B" Combination Liquor License for an existing premises in the limitation area.

- b. This subsection shall not prohibit the issuance of a Class "B" Beer or Class "B" Combination Liquor License for a previously licensed premises provided that such application is made within 60 days of any of the following:

- i. Surrender by the prior licensee of the license issued for that premises; or
- ii. Termination of the prior licensee's lease for the premises; or
- iii. Revocation of the prior license, for cause.

If application under this subsection is sought after 60 days, the owner of the previously licensed premises may apply to the Protection and Welfare Committee for an extension of the application time on the basis that application of the moratorium would have a substantial adverse effect on the owner's ability to use or enjoy the property. The party requesting the extension must demonstrate this effect by clear, satisfactory and convincing evidence.

- c. All applications and renewals shall be subject to review as provided by Ch. 125, Wis. Stats.

4. Prohibition Not to Apply to Restaurants.

- a. This resolution shall not prohibit the issuance of a Class "B" Beer or Class "B" Combination Liquor License to the operator of a restaurant, where the principal business conducted is that of a restaurant, as defined in Ch. 125, Wis. Stats. If the premises are operated under a Class "B" Beer or Class "B" Combination Liquor License, the principal business conducted is presumed to be the sale of alcohol beverages, but the presumption may be rebutted by competent evidence.
- b. A restaurant licensee operating within the limitation area which fails to maintain a principal business of operating a restaurant at any time later than 60 days after the granting of a Class "B" Beer or Class "B" Combination Liquor License shall be in violation of this subsection and its Class "B" Beer or Class "B" Combination Liquor License shall be subject to revocation.
- c. "Principal business" means the primary activity as determined by analyzing the amount of capital, labor, time, attention and floor space devoted to each business activity, and by analyzing the sources of net income and gross income. The name, appearance and advertisement of the entity may also be taken into consideration in determining "principal business."

Adopted 10/23/07

Approved 10/24/07

Mayor

Clerk

bc

Attachment - Map



Old Main Street Business Improvement District



BID Boundary



Map produced by the
Green Bay/Brown County Planning Department
Printed: November 17, 1998



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # N.4

To amend a request by Alderman Wery to approve a resolution in support of the Green Bay Police Department and to strike from the last paragraph " the innocent" and replace with "protecting all", add a statement that the police protect the constitutional rights rights of the community and to make appropriate grammatical changes.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resolution in Support of GBPD

RESOLUTION IN SUPPORT OF THE GREEN BAY POLICE DEPARTMENT

September 15, 2020

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Green Bay Police Department has made and continues to make important changes in policy and policing, including:

- Engaging with the community, including having GBPD leaders listen to residents, give them a voice to be heard, and provide structured platforms to bring forth change;
- Being regional leaders in community crisis intervention training (CCIT), with more than 60 GBPD officers trained in CCIT;
- Maintaining an open door policy for the community, including a yearly 10-week Citizen's Academy and Teen Police Academy;
- Establishing the first Behavioral Health Unit, consisting of sworn officers and a County social worker, in the region;
- Embracing Community Policing at all levels;
- Never authorizing nor training officers in the use of chokeholds except in life-or-death situations;
- Focusing on hiring diversity, striving to match the demographics of the department with the demographics of the City;
- Emphasizing de-escalation and non-escalation training for all officers;
- Requiring implicit bias training for officers and supervisors;
- Providing ethics training focused on human dignity;
- Maintaining the accountability of officers at all levels, including removal from office for misconduct;
- Removing officers who exhibit racial bias, dishonesty and excessive force from their positions; and

WHEREAS, we recognize and honor the selfless and heroic service provided by the men and women of the Green Bay Police Department; and

WHEREAS, we rely on law enforcement officers to keep our neighborhoods safe, enforce our laws, and respond in times of crisis; and

WHEREAS, every day law enforcement officers face the threat of violence and danger and routinely put their lives in jeopardy to defend others, potentially resulting in injury, disability or even death; and

WHEREAS, law enforcement officers protect the constitutional rights of all members of the community; and

WHEREAS, these men and women by their distinctive service and dedicated efforts as law enforcement officers have earned our highest respect and deepest gratitude;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Green Bay, Wisconsin, reiterates its continuing support and recognizes the selfless and heroic service of law enforcement officers of the Green Bay Police Department and their invaluable contributions and innovations in upholding justice, enforcing the rule of law, and protecting all.

Adopted _____

Approved _____

Mayor

Clerk

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

September 15, 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

Anker, Rachel E	Lynch, Carley R
Aviles, Nicole C	Maki, James S
Blodgett, Molly K	Parks III, Emmett J
Borchardt, Karen A	Pauls, Jodie L
Clark, Karin L	Peerenboom, Gidget M
Coe, Stephen D	Perkins, Brittiann M
Crane, Samantha K	Pfaff, Joshua N
Ebbole, Andrew T	Rusch, Michelle M.
Farvour, Jessica M	Sharkey, Bobbie M
Fischer, Tammy L	Simonet, Brian J
Flick, Bailee P	Smits, Sarah M
Hager, Carrie L	Smits, Stacy A
Hastreiter, Keely N	Splitgerber, Denice R
Haupt, Sunshine F	Stanislawski, Sierra R
Hein, Candace R	Sutrick, Janelle A
Hibbard, Brandi J	Van Belkom, Duston A
Hibbard, Faith R	Van Pay, Richard P
Jahnke, Roger L	Vanden Avond, Morgan L
Janssen, Elizabeth S	Vanderheyden, Ronald M
January, Jania A	Watts, Jerry D
Jennings, Beth A	Wentworth, Melinda L
Johnson, Raymond T	Wilson, Craig M
Kaufman, Lynn M	Wilson, Rae
Kinsey, Samantha M	Zasada, Leonard M
Krafft, Kathryn M.	Zich, Renee L
Kreisa, Jennifer A	
Lancelle, Suzanne M	
Laredo, Alexandro	
LaTour, John P	
LeMay, Tammi M	
Logan, Janal N	



Report to the Green Bay Plan Commission

MEETING DATE

September 15, 2020

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # P.1

To deny the amendment of the Comprehensive Plan for the property located at 215 Elizabeth Street from Medium Density Retail, Office or Housing (MIROH) to Commercial (C). (Public hearing held 08/31/20)

BACKGROUND

Primary Address: 215 Elizabeth Street

Aldersperson/District: Ald. Craig Stevens/District 5

Reason for Request: The proposed comprehensive plan amendment would allow for the future rezoning of the property for used car sales.

Subject Parcel Zoning and Land Use:

CI – General Commercial (CI), vacant.

Surrounding Zoning and Land Uses:

SUBJECT PROPERTY: General Commercial (CI) - Vacant, former tavern site

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

SOUTH: Highway Commercial (C2)/General Commercial (CI) - Commercial

EAST: General Industrial (GI) - Self-service storage

WEST: Low Density Residential (RI) - Bay of Green Bay

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends Medium Intensity Retail, Office or Housing (MIROH). The applicant is requesting a Commercial land use.

Analysis: There are two parcels included in the proposed request Tax Parcel 19-234-1, aka 215 Elizabeth Street and Tax Parcel 19-309, 1589 Main Street. The location of 215 Elizabeth Street is the site of a current auto repair shop leased by the property owner to a second party tenant. 215 Elizabeth Street, south to Main Street, has a Highway Commercial (C2) zoning and the “site” has been approved for used car sales.

Due to the limited size for vehicle sales at 1589 Main Street, the applicant is looking to expand vehicles sales to the north. The current General Commercial (CI) zoning does not permit vehicle sales, and a Comprehensive Plan amendment is necessary to change the future land use designation to commercial which. This would allow for a rezoning to Highway Commercial (C2) where, vehicle sales are permitted. A conceptual site plan layout is attached within this agenda packet, which was presented to neighbors as part of a neighborhood meeting conducted last year.

The Smart Growth 2022 Comprehensive Plan establishes the following review criteria for periodic amendments:

I. The change is consistent with the goals and objectives or other elements of The Smart Growth 2022 Comprehensive Plan.

Staff feels the proposed amendment is not consistent with the goals and objectives of the plan:
---It does not reduce the land use conflict through appropriate redevelopment of blighted, vacant or underutilized properties, enhanced buffering or screening and improved building and site design. It does not regulate the pattern of land use to find a desirable balance among quality of life, property values, environmental protection and economic development.

2. The change does not create an adverse impact on public facilities and services that cannot be mitigated. Public facilities and services include roads, sewers, water supply, drainage, schools, police, fire and parks.

The proposed amendment should have no impact on public facilities and services.

3. Development resulting from the change does not create an undue impact on surrounding properties. Such development should be consistent with the physical character of the surrounding neighborhood or would upgrade and improve its viability.

The proposed change in land use would possibly create a detriment to the residential neighborhood with additional lighting and noise.

4. The change allows a more viable transition to the planned uses on adjacent properties than the current land use.

The proposed amendment does not provide a more compatible transition as the adjoining use is more intense than currently recommended.

5. The change does not have a significant adverse impact on the natural environment including trees, slopes, groundwater or the impact could be mitigated by improvements on the site or in the same vicinity.

There are no known environmental impacts.

6. There is a change in City policies or neighborhood characteristics that would justify a change. Not applicable.

7. The change corrects an error made in the original plan. Not applicable.

8. There is a community or regional need identified in the Comprehensive Plan for the proposed land use or service. Not applicable.

9. The change helps the City meet its life-cycle and affordable housing goals. Not applicable.

10. The change does not adversely impact any landmarks or other historically significant structures or properties unless mitigated through relocation, commemoration or dedication.

There are no landmarks or historically significant features that are being modified as part of the request.

The proposed amendment, if approved, would allow the balance of the property, to the north, to in-fill with a parking lot for vehicle sales and display. The Comprehensive Plan recommendation is to reduce the land use intensity with the proposed MIROH land uses. Opportunities exist to improve and redevelop the subject property to a mixed land use that would be more compatible with residential uses to the north. An amendment to the subject property as commercial would create an expansion of the Main Street corridor that may be considered too intense; although, the properties do contain existing commercial zoning.

Our staff does not support a change to the future land use as the amended. This is not currently consistent with the current plan recommendation, does not allow for a proper transition from Main Street to residential properties and would solidify a commercial use for the future. There are pending orders from the Department of Community and Economic Development for the condition of the existing parking area that was formerly used for the tavern use.

A neighborhood meeting was conducted on April 17, 2019, at the request of the planning staff with immediate neighbors and the applicant at the Riverside Ballroom. There was no clear consensus at the meeting and many neighbors expressed concerns regarding impact on their homes as the result of an improved car lot.

The Public Participation Plan for Periodic Comprehensive Plan Amendments is being followed for this request and notices have been provided regarding the public hearings for this meeting. Ald. Craig Stevens and neighbors within 200 ft. have been noticed of the meeting based on Plan Commission policy.

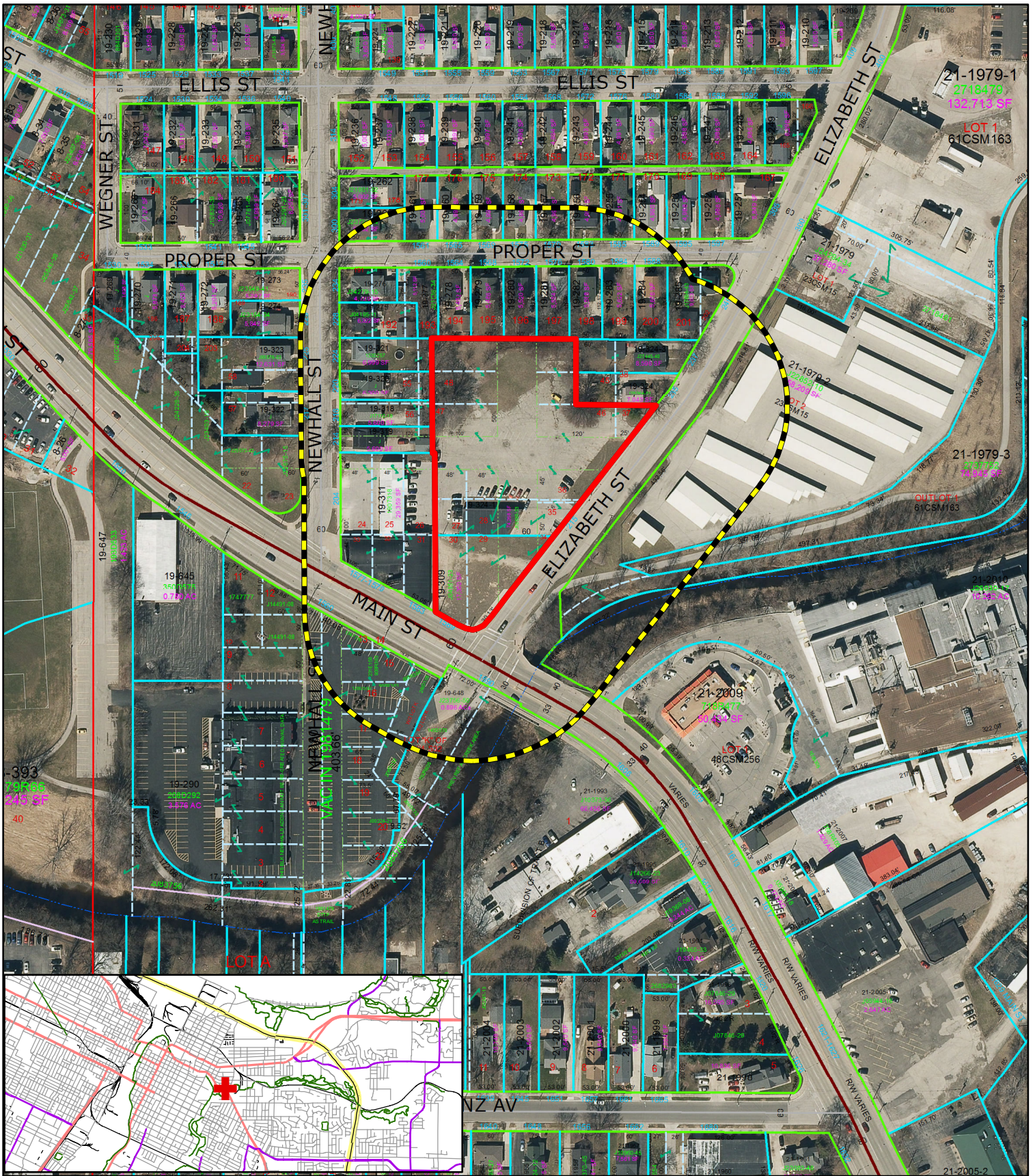
RECOMMENDATION

Staff is recommending denial of the request.

FISCAL IMPACT

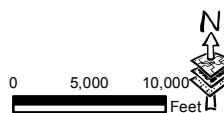
ATTACHMENTS

1. CPA 20-01 letter
2. Site Plan 4-17-19
3. IMG_0777



**Comprehensive Plan Amendment
(CPA 20-01)
215 Elizabeth Street**

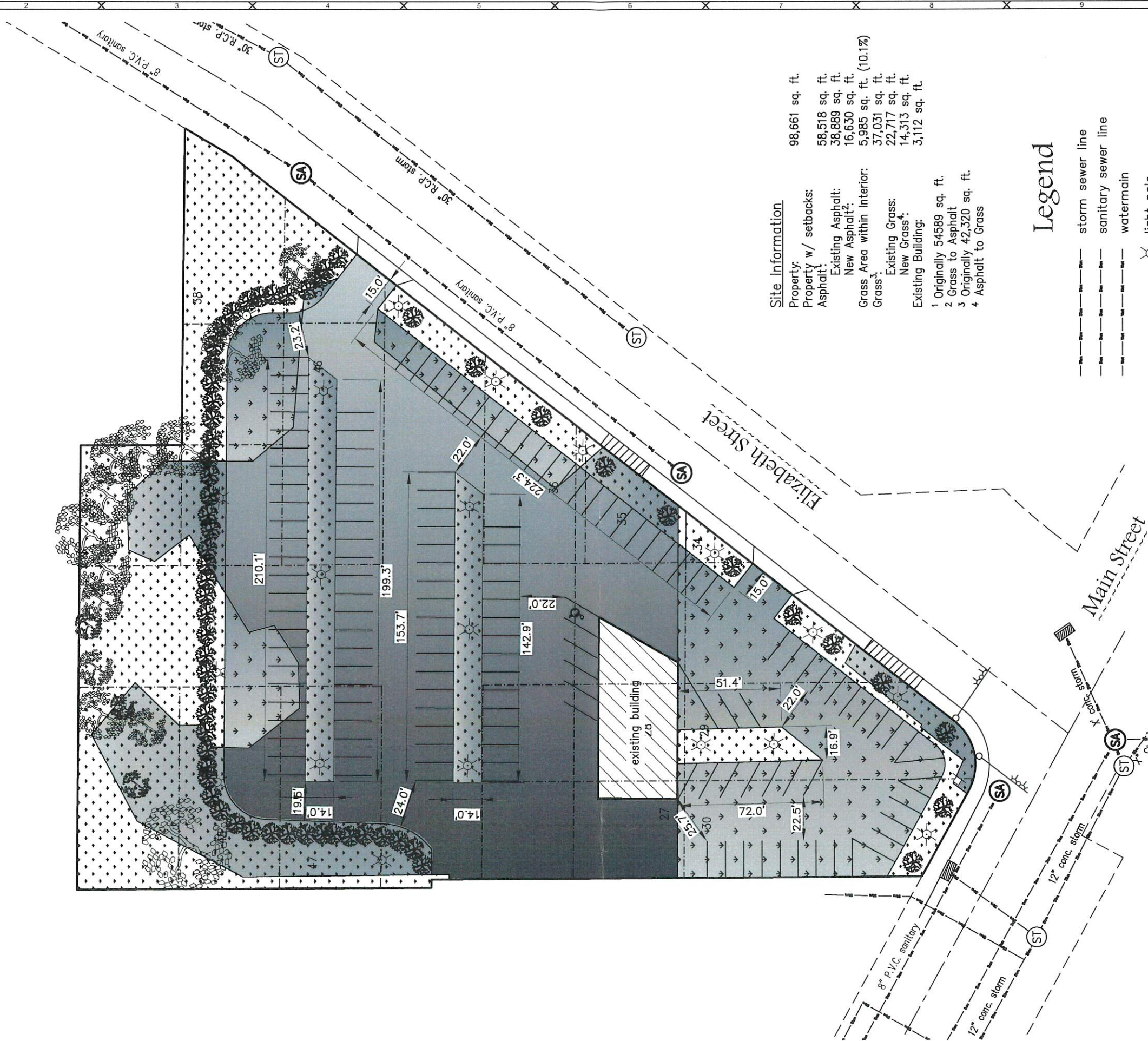
- Parcel Boundary
- 200' Property Owner Notice



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 NPM

Comprehensive Site Plan

Part of the recorded plat Newhall's Addition to the City of Green Bay,
being in Unfinished Section 32, Township 24 North, Range 21 East,
City of Green Bay, Brown County, Wisconsin.



Site Information	
Property:	98,661 sq. ft.
Property w/ setbacks:	58,518 sq. ft.
Asphalt ¹ :	38,889 sq. ft.
Existing Asphalt:	16,630 sq. ft.
New Asphalt ² :	5,985 sq. ft. (10.1%)
Grass Area within Interior:	37,031 sq. ft.
Grass ³ :	22,717 sq. ft.
Existing Grass:	14,313 sq. ft.
New Grass ⁴ :	3,112 sq. ft.
Existing Building:	
1 Originally	54,589 sq. ft.
2 Grass to Asphalt	
3 Originally	42,320 sq. ft.
4 Asphalt to Grass	

Legend

- storm sewer line
- sanitary sewer line
- watermain
- light pole
- existing building
- sign
- deciduous tree
- traffic light
- handicap parking space

- existing blacktop to remain
- existing pervious to become impervious
- existing impervious to become pervious
- existing pervious to remain pervious
- existing drive to be closed off

Mirhashemi Inc.
Joe Mirhashemi

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd, Green Bay, WI 54313

PROJECT NO.
M-19517
SHEET NO.
1 of 1
DRAWING NO.
X-816

Site Plan

TAX PARCEL NO. 19-324-1 & 19-309

SCALE
1"=50'

DRAWN BY
ZRH

File: M-19517 Exhibit 122017.dwg Date File: X-816 Fieldwork Completed: xxx/xx/xx

J.M. Smith's Addition to the City of Green Bay





TO WHOM IT MAY CONCERN:

I own the property at 235 Elizabeth Street, Green Bay. The property directly to the south of this property has been vacant for years and I have no objections to a commercial business going in there.

I would prefer a commercial well-lit business as opposed to a vacant lot as it has been for several years.

Thank you, I can be reached at number below with any questions.

Bill Doyle

Bill Doyle

920-713-3779



Report to the Green Bay Plan Commission

MEETING DATE

September 15, 2020

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # P.2

To rezone 1748 Main Street from General Commercial (C1) to Highway Commercial (C2). (Public hearing held 08/31/20)

BACKGROUND

Primary Address: 1748 Main Street

Reason for Request: To permit the redevelopment of the site for vehicle sales.

Aldersperson/District: Ald. Lynn Gerlach/District 3

Surrounding Zoning and Land Uses:

SUBJECT PROPERTY: General Commercial (C1) - single-family home/vacant parcel.

NORTH: General Commercial (C1) - Single-family home

SOUTH: Low Density Residential (R1) - Low density residential uses

EAST: Highway Commercial C2)/General Commercial (C1) - Commercial

WEST: Low Density Residential (R1) - Low density residential uses

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

Report: The subject property is located along the 1700 block of Main Street that currently contains a single-family home on the far northern end of the property and the balance of the 0.862 acre parcel is vacant. The proposed rezoning would allow for the construction of an 80 ft. x 40 ft. sales building with surrounding parking for vehicle display, customer and employee parking. A copy of the conceptual site plan is attached within this agenda packet.

Approval of the request will allow for the redevelopment of an infill, vacant commercial lot, that is currently underutilized for its current zoning. Although there is commercial zoning on either side of the subject parcel, staff would not consider this a "spot-zoning" as it is opposite existing C2 zoning and is part of a commercial corridor as recommended by the City's Comprehensive Plan. Ald. Lynn Gerlach and adjacent property owners within 200 ft. have been notified of the request. As of the drafting of this report, staff has received one call in support of the request.

RECOMMENDATION

Staff is recommending approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. ZP 20-22 letter
2. Concept Site Plan

Conceptual Plan

Lot 3, Volume 62, Certified Survey Maps, Page No. 161, Map No. 8745, Document No. 2771235, Brown County Records, being located in part of Private Claim No. 3, ESFR, City of Green Bay, Brown County, Wisconsin.
~1748 Main Street~



Legend

- proposed building
- proposed asphalt
- proposed green space



SITE STATISTICS

Total Area: 37,566 Square Feet
Impervious Surface: 29,407 Square Feet (78.3%)
Green Space: 8,159 Square Feet (21.7%)

Scale: 1" = 50'

Client: Main Auto Source

Tax Parcel: 21-1293

Drafted By: MRA

File: K-893Site Plan 073020.dwg

Data File: K-893.txt

Mau & Associates, LLP

LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of One

Project No.: K-893

Drawing No.: X-1001

Fieldwork Completed: xx/xx/xx



Report to the Green Bay Plan Commission

MEETING DATE

September 15, 2020

PREPARED BY

David Buck, Staff

AGENDA ITEM # P.3

To postpone the request to authorize a Conditional Use Permit (CUP) for Material Recovery Facility & Automobile Salvage Operation, at 1156 Velp Avenue until the next scheduled Plan Commission meeting to gather additional information for clarification of the request. (Public hearing held 08/31/20)

BACKGROUND

Primary Address: 1156 Velp Avenue

Reason for Request: To permit the use of the property for automobile & metal salvage operations.

Aldersperson / District: Ald. Randy Scannell / District 7

Zoning and Land Uses:

Subject Property: C2 Highway Commercial & GI General Industrial - Material Recover

North: GI General Industrial - Warehousing

South: C1 General Commercial & R-1 Low Density Res - Hair Salon & single-family homes

East: General Industrial - Auto service & outdoor storage

West: GI General Industrial - Manufacturing

Comprehensive Plan: The 2022 Smart Growth Plan designates the southern half of the subject site suitable for commercial uses and the northern half of the subject site as general Industrial. Additionally, the Velp Avenue Areawide Plan (adopted in June 2017) designates the property as Transformative Opportunity Site #3 with the most desirable and compatible land-uses to include commercial, office, mixed-use and modern industrial uses. The proposed use of the entire property for salvage operations is not consistent with the recommendations of the Comprehensive and Velp Avenue Plans.

Report: The subject property is an existing 138,000 sq. ft. / 3.17 acre parcel located at the northwest corner of the Velp Avenue-Winford Avenue intersection. The lot is currently vacant of all buildings but is fully covered with impervious concrete and compacted gravel and loose gravel from a recently demolished 15,000 sq. ft. building and the remnants of a stone and block wall/display structure. The site also contains two curb-cuts along Velp Avenue and six curb-cuts along Winford Avenue.

The request for the Conditional Use Permit (CUP) is to permit the newly established material recovery use to include automobile salvage/scrap yard operations, both defined in the Zoning Code as:

- Material recovery facility (major): A facility for the deposit, sorting, or batching, but not processing, of post-consumer recyclable materials, including limited compacting or crushing of recyclable materials.
- Auto salvage yard, scrap yard: A facility where scrap or salvage materials, including used motor vehicles, are sorted, stored, dismantled, assembled, and distributed, including wholesale and retail sales of such materials. Scrap or salvage materials include, but are not limited to, scrap iron and other metals, paper, rags, rubber tires, bottles, plastics, and aluminum cans.

The petitioner intends to redevelop the site as a secondary scrap yard for the collection of metals and

junk/salvaged vehicles as described in the submitted application. Current commercial material recovery operations began in August 2020, with operating hours Monday – Friday from 6 a.m. to 6 p.m. Proposed public operating hours for salvage are Monday-Friday from 7 a.m. to 4 p.m. and Saturdays from 7 a.m. to 12 p.m. Anticipated site modifications would be made over an undefined time frame and include an industrial truck scale, 5,400 sq. ft. warehouse, 600 sq. ft. mobile storage container to function as an office space, outdoor storage of “rolloffs/luggers/trailers”, outdoor storage, stockpiles of scrap materials and outdoor equipment parking/storage.

The Comprehensive Plan depicts the north half of the site suitable for general industrial uses consistent with the request while the southern half is designated for commercial uses not consistent with the request. The Velp Avenue Areawide Plan’s recommendation is primarily for mixed-use and modern industrial uses such as small scale production facilities and showrooms with the general intent of reserving the Velp Avenue frontage for commercial and less intense industrial uses that will redefine Velp Avenue as a gateway corridor to the downtown with greater “curb appeal”. However, the zoning designation of a majority of the site is currently GI General Industrial. To facilitate the proposed use while also retaining consistency with adopted plans. Staff is recommending that the proposed material recovery/scrap operations be limited along the Velp Avenue frontage to the extent needed to provide suitable area for the development of commercial or less-intense industrial uses. After consultation with a commercial real estate professional and the City’s Economic Development staff, it was determined that a minimum of approximately 1 acre of land would be needed to be reserved for commercial redevelopment along the frontage. This equates to an area extending from the Velp Avenue right-of-way to the northeast 130 ft. along the western property line and 200 ft. along the Winford Avenue right-of-way / eastern property line (.88 acres). Staff is recommending that Salvage operations be prohibited within this area.

Evaluation of the property during standard CUP request evaluation revealed that the site is currently in a semi-blighted state with no longer used improvements remaining in place at various locations including remnants of former building, piles of gravel, two unused curb cuts on Velp Avenue and six curb cuts on Winford Avenue, four of which appear to be unused on the submitted site plan. While many of these improvements may need to be removed in relation to recently issued demolition permits, staff believes it is important to include a condition of CUP approval that the area prohibited for salvage uses (referenced above) shall have pavement, curb-cuts, and other improvements removed and be returned to vegetative ground cover as well as the unused curb-cuts along Velp and Winford Avenues be removed.

Operations of this type and intensity with primarily outdoor industrial business require fencing as a screen within the existing Zoning Code. The site currently has a fence with fabric covering that is somewhat impervious to sight. However, this regulation assumes that other industrial or heavier commercial uses are adjacent/nearby. The close proximity to low density residential uses (across Velp Avenue to the south) can often be incompatible. Additionally, visual, noise and other impacts associated may hinder potential redevelopment of the Velp Avenue frontage. In an attempt to minimize and/or alleviate these potential issues, staff is recommending that screen/buffer be enhanced along the south side of the fencing with established buffer design for nonresidential uses in residential districts (Zoning Code Section 13-1820) which is the inclusion of a landscaped buffer/vegetative screen a minimum of 6 ft. in height and not less than 90 percent opaque on a year-round basis.

Although the proposed use of the site is not the most desirable and not fully consistent with the long range plans adopted by the City, Staff is supporting the CUP request with the inclusion of the proposed conditions, suggested in order to achieve the highest level of compliance with adopted plans while still allowing the salvage operation to be established.

Ald. Randy Scannell, Mather Heights Neighborhood Association and property owners within 400 ft. have been notified of the request as well as the placement of a zoning action notification sign along the Velp Avenue frontage. Staff has received six inquiries as of the drafting of this report, three of which were simply

inquiries and three of which were objections. The objections are based on concerns over noise levels of the operations, views of the materials stored outside from Velp Avenue, negative impacts on redevelopment efforts of the Velp Avenue corridor and potential negative impact to property values of homes on the south side of Velp Avenue.

RECOMMENDATION

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

1. Salvage operations are prohibited along the Velp Avenue frontage within an area encompassed by the Velp Avenue right-of-way/western property line on the south extending northeast 130 ft. along the western property line and 200 ft. along the Winford Avenue right-of-way / eastern property line;
2. Area prohibited for salvage uses (referenced in condition 1) shall have pavement, curb-cuts, and other improvements removed and the area returned to vegetative ground cover;
3. Unused curb-cuts along Winford Avenue be removed and replaced with appropriate curbing as regulated by the Department of Public Works; and
4. Inclusion of a landscaped buffer/vegetative screen along the south side of the fence that is a minimum of 6 ft. in height and not less than 90 percent opaque on a year-round basis.

FISCAL IMPACT

ATTACHMENTS

1. ZP 20-23 Location Map_color
2. Request for City Action - Plan Commission - Conditional Use Permit
3. fig2_FacilityLayoutandDrainage
4. Velp Ave Plan Excerpt
5. ZP 20-23 Resolution

-  Proposed CUP Site
-  400' Property Owner Notice

REQUEST FOR CITY ACTION - PLAN COMMISSION

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

Date: 8/6/2020

Petitioner(s): Burrows Midwest, LLC (dba Midwest Scrap Metal)

Phone Number: 920-693-8261

Address: 1156 Velp Ave City: Green Bay State: WI Zip Code: 54303

Property Owner: Sal Bs on Velp, LLC

Phone Number: 920-693-8261

Parcel Numbers (required): 18-782-E

Location of Property: 138,559 SQ FT WHITNEY OR LAVENTURE CLAIM THAT PRT OF LAVENTURE CLAIM AS DESC IN 598 R 361 EX 624 R 348 & EX PCL 112 OF TPP 1450-04-21-4.15 - *Please See Attached*
Attach maps and legal descriptions (required).

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

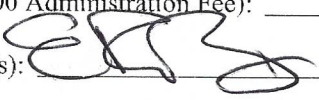
I, Eric Burrows of Burrows Midwest, LLC, respectfully request that the City of Green Bay take the following action:

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): 

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).

Please See attached document.

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

Action Desired:

Burrows Midwest, LLC (dba Midwest Scrap Metal) is requesting a Conditional Use Permit (CUP) to purchase junk/ salvage vehicles. Junk/salvaged vehicles would be removed and transported to B&B Metals biweekly or sooner time frame.

Operational Activity

The Facility is located at the former County Materials Corporation operation in Green Bay, WI which ceased manufacturing in approximately 2012. Sal Bs Scrap Metal on Velp, LLC purchased the property in November 2013. Burrows Midwest, LLC (dba Midwest Scrap Metal) rents the property from Sal Bs Scrap Metal on Velp, LLC. Midwest Scrap Metal is in the process of removing and demolishing structures to allow for further redevelopment and future operations at the property. The property consists of one legal parcel, with a total acreage of approximately 3.18 acres.

Midwest Scrap Metal's will operate out of portable office of 16' x 40'. There is also intentions of having a 60' x 90' warehouse building built on the site. Bill Lorrigan Construction is in the process of submitting the application for the building permit.

Midwest Scrap Metal opened for operations in August 2020. Current operating hours are Monday through Friday from 6:00 am to 6:00 pm. All outdoor scrap processing operations are currently occurring on the central and north side of the property. These operations consist of acceptance and unloading of scrap from a variety of local commercial accounts. The scrap materials are received directly at the facility when incoming loads are weighed at the scale house. Vehicles are then directed to the appropriate unloading/storage area on the property. Commercial vehicles with ferrous metals typically unload outdoors in segregated scrap areas. The scrap is either placed on the ground on paved surfaces, or placed directly in dumpsters (if the threat of stormwater contamination is apparent).

Ferrous metals accepted include the following:

- Farm Machinery
- Clean Steel Rebar
- Machine Cast
- Transformers/Welders
- Prepared Foundry Steel
- Stove, Motor, Auto Cast & Brake Drums
- Unclean Auto Blocks
- Baling Wire/Fencing
- Electric Motors

Non-Ferrous metals accepted include the following:

- Aluminum
- Die Cast
- Lead
- Magnesium
- Radiators
- Brass
- Copper
- Stainless
- Zinc
- Sealed Units
- Auto Batteries

The following items are NOT accepted:

- Light bulbs
- Tires
- Small household batteries
- Dishwashers
- Electronics
- Precious Metals
- Treadmills
- New all plastic microwaves
- Aerosol Cans

Anticipated public operating hours are Monday through Friday from 7:00 am to 4:00 pm and Saturday from 7am until Noon. Residential items to be accepted includes the following:

- Appliances (any refrigerant remaining in appliances is removed indoors in a Refrigerant Removal Area by qualified technicians)
 - Air Conditioners
 - Dehumidifiers
 - Freezers
 - Refrigerators
- Grills
- Propane tanks (only if obvious holes are present)
- Snow blowers and lawn mowers (if all fluids are drained and tires removed)
- Bikes (with tires removed)
- Junk vehicles / Salvage vehicles

For commercial accounts, Midwest Scrap Metal also offers lugger and roll off boxes and/or trailers. Covers for lugger boxes are provided upon request. They also provide fork lift boxes and self-dumping hoppers to use inside facilities. In addition, they also provide semi-trailers and large containers for large amounts of scrap from major scrap clean ups, and can pick up large obsolete machines and equipment.

Once received, all scrap is segregated into common piles or containers and held for shipment to B&B Metals Processing Company, Inc. (B&B Metals) in Newton, WI. Junk/salvaged vehicles would be removed and transported to B&B Metals biweekly time frame. B&B Metals operates a large metal shredder capable of shredding large metal objects (including vehicles) to facilitate the reintroduction of the waste metals into various recycling streams and uses, primarily the smelting and metal industries.

Owner: Sal Bs Scrap Metal on Velp, LLC

Petitioners: Burrows Midwest, LLC (dba Midwest Scrap Metal)

Parcel#: 18-782-E

Legal Description:

Part of the Laventure Claim, West Side of the Fox River, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor's Traverse Point ID Number 40Q20: thence N60° 29'12"E, 1589.97 feet to Brown County Surveyor's Traverse Point ID Number 40021.1; thence N59° 41'47"W, 1867.36 feet to a point on the Westerly right of way of Winford Ave being 94.4 feet South of the North line of the Laventure Claim, and being the point of beginning; thence S26°29'53"W, 606.44 feet along said Westerly right of way; thence S45°35'30"W, 6.22 feet along said right of way to point #1294 of the recorded Transportation Project Plat Number 1450-04-4.15(Volume1. Transportation Project Plats, page 90, Document Number 2447897, Brown County Records); thence S26°28'52"W. 43.71 feet along said right of way to point 1315, said Transportation Project Plat; thence 47.48 feet along the arc of a 24.00 foot radius curve to the right whose long chord bears S83°09'34"W, 40.11 feet to point 1316, said Transportation Project Plat; thence N40°09'45"W, 195.45 feet along the Northerly right of way of United States Highway 141, also known as Velp Avenue to point 1317, said Transpiration Project Plat; thence N26°29'53"E, 598.53 feet: thence S64°03'47"E, 215.00 feet to the point of beginning.

Parcel contains 138,399 sq. ft / 3.18 acres more or less.

Parcel subject to easements and restrictions of record.

Amended Site Plan

Part of the Laventure Claim, West Side of the Fox River, in the
City of Green Bay, Brown County, Wisconsin.

LEGAL DESCRIPTION

Part of the Laventure Claim, West Side of the Fox River, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor's Traverse Point ID Number 40020; thence N60°29'12"E, 1589.37 feet to Brown County Surveyor's Traverse Point ID Number 40021; thence N67°41'47"W, 1867.36 feet to a point on the Western right of way of Winford Avenue being 94.4 feet South of the North line of the Laventure Claim; and being the point of beginning; thence S28°29'53"W, 606.44 feet along said Western right of way; thence S45°35'30"W, 6.22 feet along said right of way to point #1294 of the recorded Transportation Project Plat Number 140-04-21-4.15 (Volume 1, Transportation Project Plats, page 90, Document Number 2447897, Brown County Records); thence S28°28'52"W, 43.71 feet along said right of way to point 1315; said Transportation Project Plat; thence 47.48 feet along the arc of a 24.00 foot radius curve to the right whose long chord bears S83°09'34"W, 40.11 feet to point 1316; said Transportation Project Plat; thence N40°09'45"W, 195.45 feet along the Northern right of way of United States Highway 141, also known as Velp Avenue to point 1317; said Transportation Project Plat; thence N28°29'53"E, 595.53 feet; thence S64°03'47"E, 215.00 feet to the point of beginning.

Parcel contains 138,399 sq. ft. / 3.18 acres, more or less.
Parcel subject to easements and restrictions of record.

Steven M. Bode
P.L.S. 2075
May 14, 2017
Revised June 7th, 2019 (Maintenance/scale blog)
Revised August 22nd, 2019 (Per City review letter)
Revised March 10th, 2020 (Labeled Uses)
Revised May 18th, 2020 (moved scale and scale building)
Revised May 28th, 2020 (Per City Review)



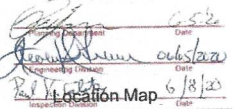
Site Coverage Calculations

Total Site = 138,399 s.f. = 100.0%
Asphalt = 111,376 s.f. = 78.3%
Concrete = 27,961 s.f. = 20.2%
Buildings = 60.2%
Grass = 1.3%

NOTES

- 1) Subject parcel is zoned G - General Industrial
- 2) Property located in Flood Zone "AE" (Base Flood Elevation Determined) and "X" (Areas determined to be outside the 0.2% annual chance floodplain) according to the FEMA FIRM 50009C0166F, dated August 19, 2009
- 3) Table A #16, There is no evidence of current earth moving work, building construction or building additions
- 4) There are no wetlands per the WDNR inventory maps
- 5) It is the Buyer's intent to provide green cloth screening as required by City Code Section 13-904
- 6) Gravel areas for the sized buildings shall be restored to green space per City Code
- 7) Any entrance drives to be abandoned, shall be abandoned in compliance with City Code Sec. 13-1706(h)
- 8) The Buyer does not intend on making any improvements, including utility related improvements, to the Property of this line other than as indicated herein
- 9) The type of material to be located on site will be primarily ferrous metals/scrap (for example, sheet metal, steel, etc.) and some non-ferrous metals/scrap (for example, aluminum siding, etc.)
- 10) No hazardous materials will be stored within the 100 year floodplain (Flood Zone AE)
- 11) REVISIONS TO THIS SITE PLAN FROM PREVIOUS SUBMITTAL:
Outdoor Roll-off Box & Lugger Box parking, new fencing, material storage areas and moved scale and maintenance 1/2 scale building.

CITY OF GREEN BAY, WISCONSIN
CONDITIONALLY APPROVED
SITE PLAN



City of Green Bay

2nd REVISED
OWNER 1156 Velp Av
RECEIVED SH 1545
JUN 05 2020
DH 70424

Owner:

SALES SCRAP METALS ON VELD LLC

Mau & Associates
LAND SURVEYING & PLANNING

TAX PARCEL NO. 18-782-E

Site Plan

SCALE
1"=3'

\\us1502401\workgroup\1937\active\193707578\03_data\gis_cadd\gis\mxd\figx_SWM_P_CB.mxd Revised: 2020-08-17 By: jvandeboom

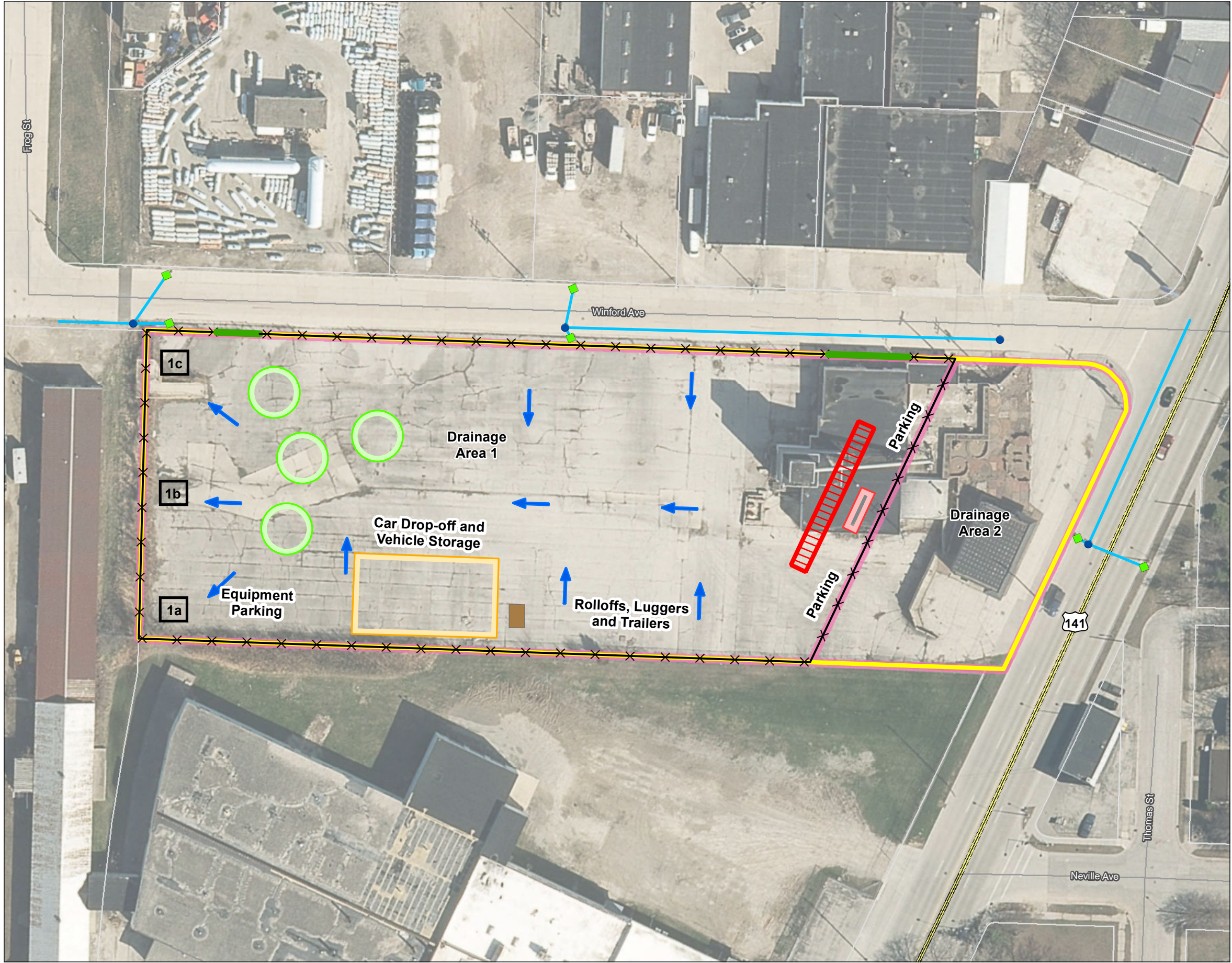


Figure No.
1

Title
**SITE LOCATION, FACILITY LAYOUT
AND DRAINAGE**

Client/Project
Burrows Midwest, LLC
1156 Velp Avenue

Project Location
T24N, R20E, S23,
C. of Green Bay,
Brown Co., WI

193707864
Prepared by JMV on 2020-08-17
Technical Review by MK on 2020-08-17
Independent Review by XXX on 2020-08-17

0 35 70
Feet
1:840 (At original document size of 11x17)

Legend

Site Boundary

Parcels

Utilities

Storm Sewer Catch Basin

Storm Sewer Manhole

Storm Sewer

Site Work

Fence

Entrance/Exit

Car Bay / Non-Ferrous Building and Residential Unloading Area (60' x 90')

Office Building (16' x 40')

Scale

Miscellaneous Scrap Piles and Commercial Unloading Area

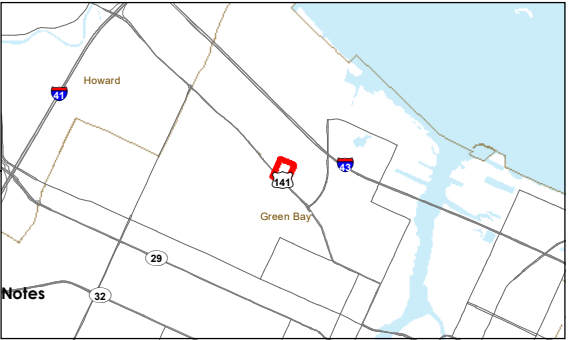
1,000 Gallon Storage Tank (Diesel Fuel)

Drainage Information

Drainage Area

Outfall

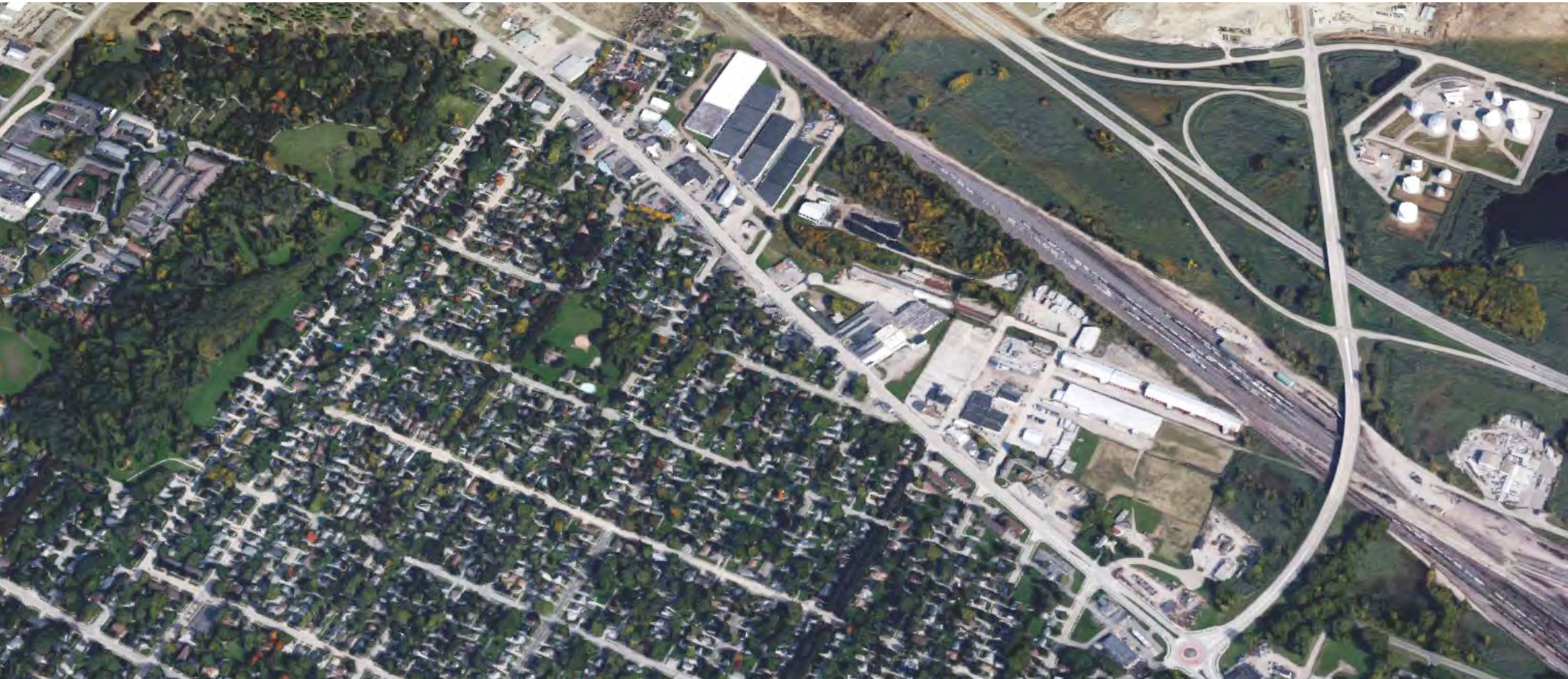
Stormwater Flow



1. Coordinate System: NAD 1983 StatePlane Wisconsin Central FIPS 4802 Feet
2. Data Sources Include:
3. Orthophotography:



VELP AVENUE AREAWIDE PLAN



PREPARED FOR THE CITY OF GREEN BAY, WI

June 2017



TRANSFORMATIVE OPPORTUNITY SITE #3

SITE DESCRIPTION

Transformative Opportunity Site #3 is located north of Velp Avenue between Rug Road and Winford Avenue. The site is composed of three adjacent parcels totaling approximately 10.5 acres. Two of the western-most parcels (1218 and 1212 Velp) have been the site of the Alwin building which has housed industrial operations including pulp warehouses, metal stamping, and auto trailer manufacturing since at least the 1930s. These parcels are currently utilized as adjoined manufacturing facilities occupying approximately 50,500 square feet with associated gravel receiving and parking areas. The third parcel (1156 Velp) is a vacant former concrete block manufacturing facility. Most of the third parcel consists of a large asphalt staging area with small industrial buildings occupying approximately 11,853 square feet along Velp Avenue. Buildings on Transformative Opportunity Site #3 appear in generally poor condition cosmetically; however, all have consistently passed building inspections by the City of Green Bay Fire Department within the last seven years. Transformative opportunity Site #3 is illustrated in Figure 5-6.

Figure 5-6: Transformative Opportunity Site #3



Source: Google

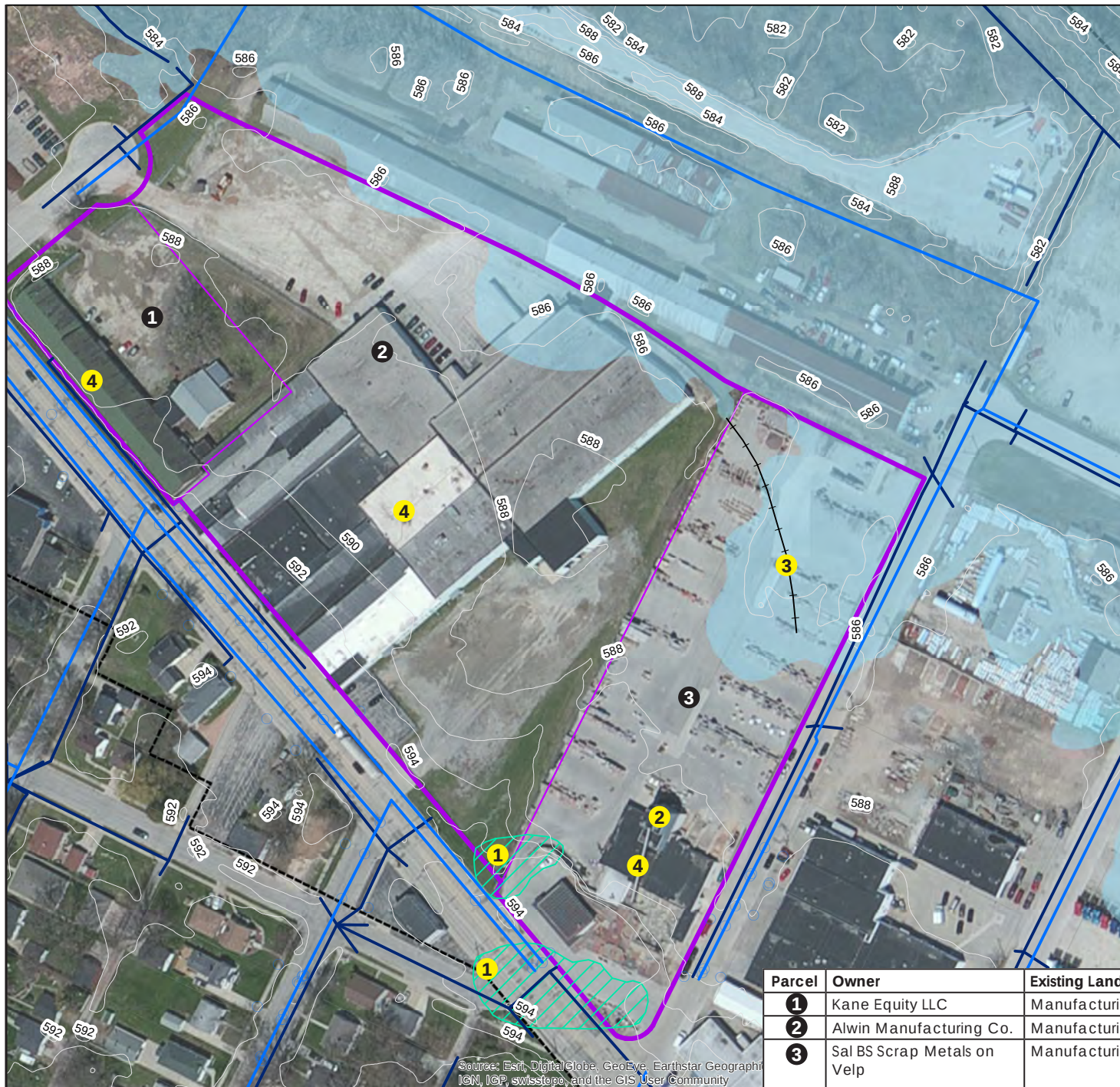
Table 5-1c: Site #3 Known and Potential Contamination

Parcel #	Description	Known BRRTS #(s)	Soil Contamination Description	Groundwater Contamination	Potential Vapor Intrusion	Building Condition	Comment
18-783	1218 Velp Avenue Manufacturing Company	None	Unknown	Unknown	Possible	Poor with signs of neglect	Old manufacturing facility in poor condition with signs of neglect and proper maintenance
18-782	1212 Velp Avenue Alwin Manufacturing Company	13-05-573409	Unknown	Contamination from 1156 Velp Avenue	Possible	Moderate/Poor	Groundwater contamination resulting from an offsite release at 1156 Velp Avenue, former County Block facility
18-782-E	1156 Velp Avenue Vacant Former County Block facility	03-05-000812	Unknown	Petroleum = benzene, xylene, MTBE	Likely	Poor	Five closed/removed Petroleum storage tanks registered with DATCP. Two ASTs currently remain on the Parcel

BROWNFIELD STATUS

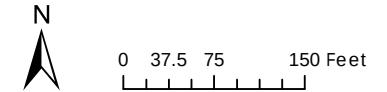
Transformative Opportunity Site #3 is generally classified to have high environmental concern with a moderate level of data uncertainty. Historically, one Underground Storage Tank (UST) and four Above Ground Storage Tanks (ASTs) containing petroleum were present on the easternmost parcel at 1156 Velp Avenue. These tanks are registered with the Department of Agriculture Trade and Consumer Protection (DATCP) and listed as closed/removed. In 1991 the WDNR was notified of a petroleum release in association with the petroleum tanks and the WDNR opened Bureau of Remediation and Redevelopment Tracking System (BRRTS) case #03-05-000812 for the parcel. Upon further investigation, contaminated groundwater was discovered on-site and extending off-site to the west onto Parcel #18-782 at 1212 Velp Avenue. Following groundwater monitoring, the WDNR closed the case in September of 2000 with groundwater use restrictions indicating groundwater contamination was still present on and off-site. Currently, there appear to be two petroleum or diesel ASTs present at 1156 Velp and it is unclear whether these tanks are empty.

Potential other contaminants that may be present on Transformative Opportunity Site #3 include petroleum or other hazardous substances related to former industrial activities given over 75 years of industrial use of these parcels and a railroad spur which formerly occupied a portion of the 1156 Velp Avenue parcel. In addition, it is unknown whether an evaluation for the potential presence of ACM and LBP in the site buildings has been conducted. Since many of the site buildings were constructed prior to the 1980s, there is a greater likelihood for ACM and LBP to be present. Sampling and assessment of the buildings for these and other hazardous materials is also recommended as a prerequisite for demolition or rehabilitation of the site buildings. Assessment of potential hazardous substances not investigated as a part of previous investigations is also recommended. Figure 5-7 highlights known environmental impacts associated with the Site. Table 5-1c summarizes the known and potential impacts associated with Transformative Opportunity Site #3.



Transformative Opportunity Site #3

Velp Avenue Corridor
Green Bay, WI



- Sanitary Network Junctions
- 2-Foot Contours
- Sanitary Sewer Main
- Storm Sewer Main
- Former Railroad Spur
- Site Number**
- Transformative Opportunity #3
- 100-year Floodplain
- Planning Area Boundary
- Parcels

Documented and Potential Environmental Concerns:

- 1** Approximate extent of groundwater impacts. BRRs #03-05-000812
- 2** Existing Above-ground Storage Tanks (2)
- 3** Approximate location of former railroad spur.
- 4** Potential Asbestos Containing Materials and Lead Based Paint in buildings.

Parcel	Owner	Existing Land Use	Zoning	Future Land Use	Parcel Size
1	Kane Equity LLC	Manufacturing	GI General Industrial	Commercial	1.16 acres
2	Alwin Manufacturing Co.	Manufacturing	GI General Industrial	Commercial	6.31 acres
3	Sal BS Scrap Metals on Velp	Manufacturing	GI General Industrial (Rear) C2 Highway Commercial (Front)	Commercial	3.20 acres

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, IGN, IGP, swisstopo, and the GIS User Community

Figure 5-7: Transformative Opportunity Site #3 Issues

Source: Stantec

Land Use	Compatibility	
	Least	Most
Commercial		x
Multi-family Residential	x	
Office		x
Mixed Use: Office/Retail		x
Industrial		x
Green Open Space	x	

POTENTIAL REDEVELOPMENT SCENARIO

This site has a complex industrial history and much of the site is still active. The Alwin Building presents a unique situation: the older, western part of the building is vacant, while the newer, eastern part of the building is home to four active businesses. Over time, a potential redevelopment scenario assumes the site remains industrial, but with some modifications.

Given the historic character of the western part of the Alwin building, this structure could be rehabilitated to house a unique destination, such as a brewery and tap room or restaurant. There is ample room behind the building which could serve as a patio space for customers. Additionally, there is little room between the existing structure and roadway. A patio space behind the building could provide opportunities for pedestrian facilities to create connectivity behind the site.

The eastern part of the site could be redeveloped to include larger-scale commercial/industrial spaces. These spaces could include both warehousing or small-scale production areas and showrooms.

GENERAL OBSERVATIONS OF SITE DEVELOPMENT NEEDS

Removing existing buildings could generate issues related to ground contamination, asbestos remediation, etc. Soils and subsoils will need to be tested for industrial solvents or other contaminants from previous land uses. Should the redevelopment scenario involve showroom commercial areas with loading docks, additional excavation may be necessary to support loading docks. Buildings shown in the redevelopment scenarios are slab on grade construction with structural footings and foundations requiring excavations. Stormwater management will favor filtration and if possible infiltration, grassy swales and overland drainage to existing wetland north of the site (if permitted; easements may be needed). Additional stormwater management may be accomplished through connection to the municipal storm and sewer system on Velp and Winford Avenues.

GREATEST OPPORTUNITIES

- Modern industrial uses
- Potential reuse of historic structure



**RESOLUTION AUTHORIZING CONDITIONAL USE
APPROVAL AT 1156 VELP AVENUE
(ZP 20-19)**

September 8, 2020

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

That, pursuant to Zoning Petition 20-23 and the recommendation of the Plan Commission on August 31, 2020, the City of Green Bay does authorize a conditional-use permit a Material Recovery Facility (Auto & Metal Salvage Operation) at 1156 Velp Avenue, submitted by Burrows Midwest, LLC/dba Midwest Scrap Metal, property owner:

Part of the Laventure Claim, West Side of the Fox River, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor's Traverse Point ID Number 40Q20: thence N60° 29' 12"E, 1589.97 feet to Brown County Surveyor's Traverse Point ID Number 40021.1; thence N59° 41'47"W, 1867 .36 feet to a point on the Westerly right of way of Winford Ave being 94.4 feet South of the North line of the Laventure Claim, and being the point of beginning; thence S26°29'53"W, 606.44 feet along said Westerly right of way; thence S45°35'30"W, 6.22 feet along said right of way to point #1294 of the recorded Transportation Project Plat Number 1450-04-4.15(Volumel. Transportation Project Plats, page 90, Document Number 2447897, Brown County Records); thence S26°28'52"W. 43.71 feet along said right of way to point 1315, said Transportation Project Plat; thence 4 7.48 feet along the arc of a 24.00 foot radius curve to the right whose long chord bears S83°09'34"W, 40.11 feet to point 1316, said Transportation Project Plat; thence N40°09'45"W, 195.45 feet along the Northerly right of way of United States Highway 141, also known as Velp Avenue to point 1317, said Transpiration Project Plat; thence N26°29' 53"E, 598.53 feet: thence S64°03 '4 7"E, 215 .00 feet to the point of beginning.

Parcel contains 138,399 sq. ft/ 3.18 acres more or less.

Parcel subject to easements and restrictions of record.

Tax Parcel No. 18-782-E

Said conditional-use permit shall be granted subject to:

- a) Salvage operations are prohibited along the Velp Avenue frontage within an area encompassed by the Velp Avenue right-of-way/western property line on the south extending northeast 130' along the western property line and 200' along the Winford Avenue right-of-way / eastern property line;
- b) Area prohibited for salvage uses (referenced in condition 1) shall have pavement, curb-cuts, and other improvements removed and the area returned to vegetative ground cover;

- c) Unused curb-cuts along Winford Avenue be removed and replaced with appropriate curbing as regulated by the Department of Public Works; and
- d) Inclusion of a landscaped buffer/vegetative screen along the south side of the fence that is a minimum of six feet in height and not less than 90 percent opaque on a year-round basis.

Adopted _____

Approved _____

Mayor

Clerk

db

Attachment – Map



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # Q.1

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

- a. Forestry Worker I - Parks, Recreation & Forestry
- b. Real Estate Specialist - Economic Development

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 09.08
2. Forestry Worker I - P. Kocha 08.14.20
3. Real Estate Specialist - Rovinski

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: September 8, 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.

- Forestry Worker I – Replacement position due to the resignation of Philip Kocha effective August 27, 2020. Salary range: \$19.96 – 21.14 per hour.
- Real Estate Specialist – Replacement position due to the resignation of Kenneth Rovinski effective September 8, 2020. Salary range: \$50,440 - \$59,321 annually.

**Position Fill Request
Justification Report
14 August 2020**

Position Title: Forestry Worker I (FW I)

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

 X Replacement Position Not a Replacement Position

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

Yes, this position is included in the current budget. Hiring Range – \$19.96- \$21.14.

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

Forestry Worker's I operate equipment and provide ground support for all phases of Forestry operations. Duties include: preparing tree planting sites, planting, fertilizing, watering, staking and mulching new trees; landscaping and pruning small trees along streets and in parks and assisting Forestry Worker II's (FW II) with tree pruning and removal. FW's also chip brush, load and unload wood, assist with rope work, perform girdling root work, cut roots along sidewalks and streets; bolting and bark tracing on damaged trees; spread wood chips under trees and playground equipment; perform stump removal and site restoration; haul and dump chipped brush; direct traffic and set up work safety zones.

Forestry Worker I's operate a variety of equipment including: skid steer loader, stump cutter, root cutter, winch truck, snow plow, tractor, snow blower, brush chipper, chain saw, various trucks and equipment; and perform basic routine maintenance of all equipment operated, load and unload equipment and refuel and adjust chain saws.

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

Does not produce direct revenue, a healthy urban forest does reduce heating and cooling costs, reduces storm water runoff costs, reduces carbon dioxide for cleaner air to breathe, trees increase property values, reduce crime rates, and make the City of Green Bay more aesthetically appealing to live, work and raise a family.

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

Position is very labor intensive, city and duties keep expanding, Emerald Ash Borer (EAB) is adding to workload, past reduction of staffing levels.

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

Current staff completes duties as assigned. FW II's are used to fill essential FW I assignments with the understanding that FW II services (tree pruning) will be reduced.

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

Tree pruning services would be reduced. FW II's will be chipping brush, hauling topsoil, etc. instead of performing aerial tree work. FW II's possess the skills and specialized training to perform all aspects of the forestry operations. FW I's are ground support and do not have the required skills to perform aerial tree work (Safety inspections, pruning, removals, etc.)

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

Overtime, private contracting.

9. Are there union issues?

Would not expect issues with replacement, may have issues if using private contractors.

10. Other supporting comments.

FW I's fill a critical role in meeting the challenge EAB is presenting to the City of Green Bay.

This request is to fill this Forestry Worker I position and all subsequent vacancies.

**Position Fill Request
Justification Report
September 2, 2020**

Position Title: Real Estate Specialist

- 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 Ken Rovinski, effective September 8, 2020

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**
The Real Estate Specialist is funded 50% City Levy and 50% Neighborhood Enhancement Fund. The position is placed in Pay Grade H (\$50,440-\$59,321).

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

- Acquires property in compliance with statutes and regulations including preparing and presenting purchase offers, negotiating purchase of some properties, soliciting appraisal reports and reviews, , and performing related duties.
- Disposes of property and coordinates neighborhood programs such as the New Homes in Your Neighborhood (NHIYN) program and the Curb Appeal Program
- Compiles and presents information on available real estate. Develops marketing materials and strategies to facilitate the sale of available properties.
- Researches and prepares reports that may pertain to option contracts, tax deed transfers, lease agreements and ownership interest, and other title documents.
- Property management to include securing buildings, coordinating interior and exterior maintenance, and tenant management.
- Prepares and maintains records of properties and real estate transactions.
- Develops, coordinates, and implements neighborhood related programs in partnership with lenders and other public and private entities.

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

This position sells City owned properties, or works with housing developers to get properties back on the tax rolls.

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

There are far too many real estate duties for any staff person to absorb.

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

In the time between hiring a new position, new real estate transactions have stopped and staff are filling in to pick up outstanding duties.

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

Acquisition, disposition of properties and property management of City owned properties would be severely reduced or eliminated. New housing incentive work and marketing would be halted primarily for market rate products..

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

There are no real alternatives. We would need to outsource the above three activities.

9. Are there union issues?

No

10. Other supporting comments.

This is a very important position to the City. With the ever increasing demand for additional housing units, we need a staff person who can focus on creation of new housing units single family and rental, as well as disposing of City owned parcels to get them back on the levy.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # Q.2

No recommendation to award a 3 year contract for crossing guard services to All City Management Services, Inc. the highest scoring proposer of RFP #3262 for the sum of \$1,314,672.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RFP #3262 Intent to Award Notice and Consensus Evaluation 9.8.2020
2. X-Guard PowerPoint - Personnel Committee Presentation
3. Green Bay, City of 11.22.04 Crossing guards
4. Crossing Guard Shared Services Agreement - SIGNED



September 3, 2020

RE: Notice of Intent to Award Crossing Guard Services Contract – RFP #3262

The City's Purchasing Department along with City of Green Bay's Human Resource and Green Bay Police Department conducted an RFP (Request for Proposal) from qualified vendors to provide Crossing Guard Services in compliance with state, local, and federal regulations. We received four Proposals. As a result of the RFP, we are requesting approval to make the following award:

- Recommendation to award a three year Contract for Crossing Guard Service to All City Management Services for the estimated amount of \$1,314,672 (~\$438,224 annual average) with two (2) one year renewals upon mutual agreement. This Contract will begin on January 1, 2021

The new contract is based on 183 school days with 100 hours per day per year for the Crossing Guards and additional hours for additional cost of Supervisor if this was submitted in proposal.

This recommendation will be brought for approval before the Green Bay Personnel Committee meeting on Tuesday September 8, 2020 at 4:30 pm for approval. This meeting is open to the public via Zoom. If you plan to attend, please confirm the Zoom information, date, time and room prior to the meeting by visiting our website, www.greenbaywi.gov. For your reference, a copy of the proposal summary is attached.

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

CITY OF GREEN BAY
Diane Kruse, Buyer CPM, C.P.I.M.

Attachment

September 3, 2020

TO: Personnel Committee
FR: Diane Kruse, Buyer
RE: **Crossing Guard Services RFP #3262 Award Recommendation Report**
Cc: Chief Andrew Smith
Captain Kevin Warych
Lieutenant Brad Strouf

RFP Scope /Objectives	The City of Green Bay, Green Bay Police Department and Human Resources requested proposals from qualified vendors to provide Crossing Guard Services. The primary goal of this RFP was to find a contractor to provide the following services: • Maintain a high level of service to City of Green Bay's School District at a competitive cost • Make a seamless transition with no lapse in customer service if a new vendor is selected
Timelines:	June 18, 2020 – Issued formal RFP July 6, 2020 – Due date for responses. Vendors responded: All City Management Services Andy Frain Services Cross Safe SAKOM Services Group July 9, 2020 – Evaluation Team reviewed and analyzed vendor's response September 3, 2020 – Request to Award Recommendation Posted on demandstar, vendornet and sent via email to Vendors who submitted proposals. September 8, 2020 – Request to Award Recommendation presented to Personnel Committee.
Proposal Evaluation	Our RFP was advertised/posted on bid website vendornet, demandstar.com, where it was broadcast to numerous potential vendors; We received four proposals and reviewed all submitted proposals. Proposals were due July 6, 2020 and on July 9; the Evaluation team consisting of three evaluators did Consensus Scoring for each vendor.
Scoring:	Refer to attached RFP Scoring Sheet
Recommendation	The evaluation committee recommends the award of a three year contract with two one year renewals upon mutual agreement for Crossing Guard Service to All City Management Services for estimated \$1,314,672 three years (\$438,224 estimated annual average) .

CROSSING GUARD CONTRACT #3228 RFP Scoring Sheet

Crossing Guard Contract
RFP #3262
ISSUED: 6/18/2020 DUE: 7/6/2020
CC: 96100
Scoring Criteria & Points

Total Possible Points	MINIMUM SPECIFICATIONS	Highest Score	----->	----->	----->
		All City Management Services, Inc.	Andy Frain	Cross Safe/Everything Parking Inc.	SAKOM
20	Tab 2: Overall Firm Qualifications and experience along with Supervisory personnel's qualifications and experiences.	20	18	12	12
20	Tab 3: Training Program/Implementation/General	20	18	11	12
10	Tab 4: Reports/Invoicing/Payment Terms	10	7	7	9
20	Tab 5: References for which school crossing guard services are currently being provided.	20	17	15	5
30	Tab 6: Cost Proposal	30	26.23	29.46	28.48
	Vendor Scores				
	Total possible points = 100	100.00	86.23	74.46	66.48
	Cost for three (3) years of Service	\$1,314,672.00	\$1,503,546.30	\$1,338,655.98	\$1,384,944.00

RECOMMENDATION:

Award this Contract to All City Management Services, Inc. the Contractor that scored the highest points per their Proposal submittal.

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

Crossing Guard Proposal

By: Cmdr. Kevin Warych

Lt. Brad Strouf

Joe Faulds

Melanie Falk, HR



Why Consider Contracting Out for Crossing Guard Services?

- Inability to Fully Staff Vacancies
- Length of Time to Fill Vacancies
- Turnover Rate
- Worker's Compensation Claims
- Crossing Guard Administrator Vacancy



Benefits for GBPD

- Eliminate Crossing Guard Coordinator position
 - Seasonal position with responsibility for staffing and managing program
 - Coordinator required to staff a corner 60% of the time due to shortage of staff
- Eliminate Administrative Costs
 - Payroll, HR, Risk/Occupational Health, Annual Physicals, Unemployment Costs
- Not Required to Manage High Turnover Rate
 - Average turnover rate of 16% the last 3 years
 - Cost/Time spent training new guards
- Length of time to Fill Vacancies
 - Average of 6-8 weeks to fill
 - Have not been fully staffed the last 3 years
- CSIs/Officers no longer required staff vacant corners
- Eliminate Worker's Compensation claims
 - **\$12,000 (Average 10 year claims cost)**
 - **\$90,000 claim in 2019**



Crossing Guard Coordinator

Average Hourly Rate	Minimum Hours/Day	Average Salary/Day	Fringe 7.65%	Total Cost Per Day	Minimum Days/Year	Minimum Annual Cost
\$15.45	4	\$61.80	\$4.73	\$66.53	202	\$13,438.60

Crossing Guard Benefit/Wage Comparison

GBPD

- Pay (4 steps): \$14.28, \$14.35, \$14.42, \$14.47
- Personal Days
 - start-8 days, 13 days (year 8), 17days (year 12)
 - Able to carry over a maximum of 20 days each year
- Holiday pay Thanksgiving
- \$50 clothing allotment Jan. for full time guards
- 2 inclement weather days (still get paid if shut down)
- 3 hour minimum/day

Successful Bidder (ACMS)

- \$14.75 -2020/21, \$15.25-2022
- No Benefits (insurance, paid time off)
- Equipment/clothing provided

	City of Green Bay	ACMS	Andy Frain	Cross Safe	Sakom
Wage Rate	\$14.64 (Avg. hourly rate)	\$14.75 Bill Rate: \$23.55	\$15.00 Bill Rate: \$26.49	\$15.00 Bill Rate: \$22.55	\$14.50 Bill Rate: \$24.46
Paid Time Off	0-5 Years 8 days After 6 Years – 13 days After 15 Years – 17 days (carry over maximum of 20 days/year) Thanksgiving Day Holiday 2 days off paid – unplanned school closings If certain schools close but not others, guards affected by closure will not suffer a wage reduction	None	None	None	Offer PTO based upon the current X-Guard schedule including Thanksgiving Day and days off for unplanned school closings
Clothing/Equipment	\$50/year clothing allowance Equipment provided	Equipment/clothing provided	Equipment/clothing provided?	Equipment provided. Must purchase uniform shirt	Equipment/clothing provided
Insurance	None	None	(2) health insurance plans offered Dental, Vision, Short Term Disability, Life	None	None

Crossing Guard Annual Cost Comparison

GBPD

- Current: \$457,851

Contracted Service Proposal

- \$430,965- All City Management Svcs., Inc. (ACMS)
- \$437,425- Cross Safe/Everything Parking, Inc.
- \$447,618- SAKOM
- \$494,462-Andy Frain



Annual Cost Comparison, cont'd.

	3 Year Cost	Variance/3 year
Green Bay	\$1,400,213	
All City Management	\$1,314,672	\$85,541
Cross Safe/Everything Parking, Inc.	\$1,338,656	\$61,557
SAKOM	\$1,384,944	\$15,269
Andy Frain	\$1,503,546	(\$103,333)

SHARED SERVICES AGREEMENT BETWEEN
THE CITY OF GREEN BAY AND THE
GREEN BAY AREA PUBLIC SCHOOL DISTRICT

Pursuant to the authority granted in §66.0301, Wis. Stats., this agreement is made between the CITY OF GREEN BAY, a Wisconsin municipal corporation (hereinafter called "CITY"), and the GREEN BAY AREA PUBLIC SCHOOL DISTRICT, a Unified School District (hereinafter called "DISTRICT").

WHEREAS, the CITY and the DISTRICT have met and discussed shared services between the two municipalities, including the funding of the school crossing guard program, police liaison program, and joint facilities usage.

NOW, THEREFORE, in consideration of the mutual promises and payments set forth herein, the CITY and the DISTRICT agree as follows:

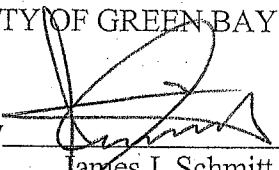
1. The CITY agrees to continue to fund and administer the school crossing guard program.
2. The DISTRICT agrees to reimburse the CITY for the personnel costs, including wages and fringe benefits, of the police liaison program. The CITY will administer the program and will invoice the DISTRICT for said actual costs on or about July 1 and January 1 of each year. The DISTRICT will pay said invoice within 30 days thereafter. The DISTRICT will provide office space, as available, and necessary office equipment and supplies, such as, computers, telephones, and audiovisual equipment. The CITY will provide all other equipment. The DISTRICT will determine the number of officers in the program and the need for overtime hours. The DISTRICT will continue to have three representatives on the CITY's seven-member interview panel.

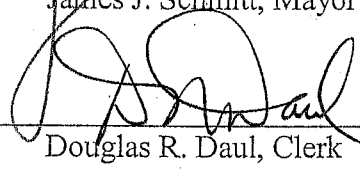
3. The CITY will, within 30 days of the date of this agreement, make the facilities use payment for January-June 2004 to the DISTRICT in the amount of \$20,000. Thereafter, the CITY will make annual payments to the DISTRICT for use of its facilities in the amount of \$40,000. The DISTRICT will invoice the CITY on or about January 1 and July 1 of each year and the CITY will pay said invoice within 30 days thereafter. The CITY and the DISTRICT will meet annually to agree on the use and maintenance of joint facilities.

4. The initial term of this agreement runs from the date of the last signature on this agreement until June 30, 2005. Thereafter, the agreement shall automatically renew for ten one-year periods. Either party may terminate this agreement at any time by giving the other party sixty days' written notice.

Dated: _____, 2004

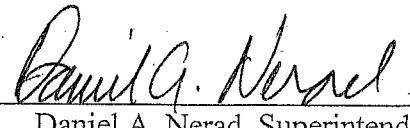
CITY OF GREEN BAY

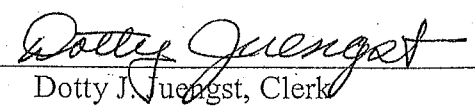
By 
James J. Schmitt, Mayor

By 
Douglas R. Daul, Clerk

Dated: November 22, 2004

GREEN BAY AREA PUBLIC SCHOOL
DISTRICT

By 
Daniel A. Nerad, Superintendent

By 
Dotty J. Juengst, Clerk

**SHARED SERVICES AGREEMENT
BY and BETWEEN
GREEN BAY AREA PUBLIC SCHOOL DISTRICT
AND
CITY OF GREEN BAY
for
CROSSING GUARDS
(2017-2018 SCHOOL YEAR)**

Pursuant to the authority granted by Wis. Stat. § 66.0301, this SHARED SERVICES AGREEMENT ("Agreement") is being entered into by and between the GREEN BAY AREA PUBLIC SCHOOL DISTRICT, a Wisconsin school district ("GBAPSD" or "District"), and the CITY OF GREEN BAY, a body corporate organized under the laws of Wisconsin ("City") (referred to hereinafter individually as "Party" or collectively as "Parties").

RECITALS

The Parties recite and declare as follows:

WHEREAS, City administers and provides for the appointment of Adult School Crossing Guards ("Crossing Guards") for the protection of persons who are crossing a highway or roadway in the vicinity of a school pursuant to Wis. Stat. § 349.215 and City of Green Bay Ordinance § 5.05; and

WHEREAS, GBAPSD desires to place Crossing Guards at secondary intersections adjacent to certain District schools; and

WHEREAS, Green Bay City Ordinance § 29.103 requires that a warrants study be completed by City on these intersections prior to the placement of the Crossing Guards and that placement of any Crossing Guards by City be approved by the Traffic, Bicycle & Pedestrian Commission ("Commission") prior to placement; and

WHEREAS, City has performed or will perform warrant studies on specific intersections where District has requested Crossing Guards be placed and have determined that the intersections in question do not meet requirements to have City-employed Crossing Guards at said intersections; and

WHEREAS, City has agreed that said intersections warrant the appointment and placement of District-employed Crossing Guards and has agreed to the appointment and placement of such Crossing Guards at said intersections; an

WHEREAS, District and City desire to enter into an agreement for the purposes of setting forth and defining the roles and responsibilities of the Parties in the provision of District-employed Crossing Guards at certain secondary intersections adjacent to District schools.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to work together to appoint and place District-employed Crossing Guards at certain secondary intersections adjacent to District schools as follows:

A. Scope of Services.

1. Legal Description of the Services.

- a. Pursuant to Wis. Stat. § 349.215 and City of Green Bay Ordinances §§ 5.05 and 29.103, City shall provide for the appointment of Crossing Guards for the protection of students who are crossing a highway or roadway in the vicinity of a school.
- b. City shall fund and administer the Crossing Guard program as set forth herein.
- c. The Crossing Guard position(s) shall be filled by the Chief of Police subject to confirmation by the Common Council.
- d. The Parties agree that in most circumstances, the Crossing Guard position(s) shall be filled by an employee of City but from time to time, the Chief of Police may determine to appoint Crossing Guards at secondary intersections who are employed by District subject to confirmation by the City Department of Public Work's Engineer, ("Engineer") and whose primary employment is not as an adult school crossing guard but who may provide such services as a duty of the individual's primary employment.

2. City Appointed District-Employed Crossing Guards.

- a. District may determine to submit a request to the Chief of Police or his or her designee for the appointment of District employees who shall provide services of a Crossing Guard at various secondary intersections adjacent to District schools that City has determined not to provide a City-employed Crossing Guard. The Parties agree that the Engineer must approve said request prior to the placement of any such Crossing Guards.
- b. The Parties agree that no District employee shall be allowed to provide services as a Crossing Guard until and unless they have been appointed by the Chief of Police and received City provided and/or approved training.

3. Maintenance of Service Level.

- a. The Parties agree that in no instance shall any District employee substitute for or replace any City-employed Crossing Guard.
- b. Where it has been or will be determined by the Commission to place a City-employed Crossing Guard at an intersection for the protection of persons who are crossing a highway or roadway, such Crossing Guard shall not be removed by City unless the

Engineer subsequently determines that the removal of the Crossing Guard is warranted.

B. Responsibilities of District.

1. GBAPSD designates the Manager of Safety and Security as the Contract Administrator for District.
2. District shall be permitted to request to the Commission the placement of City-employed Crossing Guards for the protection of persons who are crossing a highway or roadway in the vicinity of a school. Such requests shall be facilitated in accordance with City's traffic study process.
3. District agrees that it shall notify the Engineer of any request to place District-employed Crossing Guards at secondary intersections, including the dates and times District is requesting to place District-employed Crossing Guards at said intersections.
4. District shall provide employees to be trained and serve as Crossing Guards under this Agreement. District shall be responsible for all supervision and evaluation of any District-employed Crossing Guards.
5. District shall provide District-employed Crossing Guards with High Visibility Safety Apparel (HVSA) safety gear (insignia or uniforms) which shall designate such individuals as school Crossing Guards. All HVSA gear shall be compliant with the latest American National Standards Institute (ANSI) standard.
6. District shall equip District-employed Crossing Guards with temporary traffic control devices (hand-held STOP signs or paddles) - compliant with the latest edition of both Federal and State Manuals on Uniform Traffic Control Devices (MUTCD) - for purposes of directing traffic to stop at school crossings.

C. Responsibilities of City.

1. City designates the Chief of Police or his/her designee as Contract Administrator for the City with primary responsibility for the performance of this Agreement.
2. City shall employ all City-employed Crossing Guards pursuant to City of Green Bay Ordinance § 5.05.
3. Engineer shall review requests by District for the placement of District-employed Crossing Guards at secondary intersections adjacent to District schools. The Engineer will review and approve such request(s) when warranted, although such approval shall not be unreasonably withheld.
4. City shall provide annual training to District-employed Crossing Guards working any City-approved assignment. Training shall be provided by City's crossing guard administrator. City shall not assess District or District employees a cost or fee for such training.

5. City reserves the right to seek the removal of any District-employed Crossing Guard during the course of this Agreement. Upon request by City, District shall remove such Crossing Guard.
6. City reserves the right to re-evaluate the appointment of and placement of District-employed Crossing Guards pursuant to the traffic study process and may determine to terminate the appointment of and location of such Crossing Guards based on the results of the traffic study process.

D. Responsibilities of District and City.

1. The Parties and their respective personnel will work cooperatively to carry out this Agreement so as to enhance the safety of students, staff and the community. It is the intent of this Agreement that the relationship between the Parties be characterized by cooperation and mutual respect for each Party's policies, duties and responsibilities. It is understood that each Party remains responsible to adhere to and comply with its own policies and all applicable local, state and federal laws.
2. Both Parties agree that all press releases, publications, or coverage of services contemplated under this Agreement shall be subject to pre-approval by City and GBAPSD. District reserves the right to refuse any press release, publication or coverage that does not comply with District's policies regarding media coverage in schools. Additionally, GBAPSD reserves the right to seek Board approval if there is uncertainty as to whether the press release, publication, or coverage meets District criteria and in any other situation deemed appropriate by GBAPSD.
3. The Parties will share information as necessary for the administration and performance of this Agreement, consistent with local, state and federal law relating to confidentiality and disclosure of public records, including but not limited to GBAPSD pupil records created or maintained by educational institutions and records created by law enforcement agencies. Consistent with the foregoing, the Parties shall cooperate and coordinate communication efforts in their mutual interest and promptly debrief all critical incidents.

E. Term and Termination.

1. Term. This Agreement shall become effective upon execution by the Mayor, on behalf of the City of Green Bay, and Superintendent of Schools and Learning, on behalf of the Green Bay Area Public School District; and shall remain in effect until June 30, 2018 (the "Initial Term"). This Agreement shall automatically renew for one year (July 1 to June 30) unless otherwise terminated in accordance with the terms herein.
2. Termination. Either Party may terminate this Agreement with a written 60 days' notice.
3. Termination for Material Breach. A Party may terminate this Agreement if the other Party commits a material breach of this Agreement by giving 15 days' notice to the breaching Party. A material breach shall be defined as a breach that strikes so deeply at the heart of the contract that it renders the Agreement "irreparably broken" and defeats

the purpose of making the contract in the first place. If the breaching Party fails to correct the breach within 10 days, the Agreement is terminated. A Party may immediately terminate this Agreement if the other Party fails to comply with any statutory requirement within this Agreement. Either Party may enforce the terms of this Agreement by any legal means.

F. Independent Contractor.

1. City and District agree that District-employed Crossing Guards are employees of District and will be acting as an independent contractor of City in the performance of such duties under this Agreement. As such, said Crossing Guards shall be subject to the administration, supervision and control of District.
2. District-employed Crossing Guards shall be subject to all applicable personnel policies and practices of District except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. District and District's employees shall not constitute "employees" or "full-time equivalent workers" of City as provided in the Patient Protection and Affordable Care Act ("PPACA" or "Affordable Care Act"), 42 U.S.C. §§ 300gg et seq., Pub. L. No. 111-148, 124 Stat. 119 (Mar. 23, 2010). District shall be responsible for compliance with the Affordable Care Act.

G. Additional Provisions.

1. Insurance. District-employed Crossing Guards are and shall remain an employee of District during the term of this Agreement. District shall include District-employed Crossing Guards on District's liability, health and workers compensation insurance. District shall provide to City annually a certificate or certificates of all such coverages issued by District's insurance carrier(s). In the event the term of any such policy renews during the term of this Agreement, District shall furnish additional certificates to City at the time of each such renewal.
2. Indemnification. Each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense, except as provided herein. In situations including joint liability, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the Parties to waive any statutory protections or impose liability beyond that imposed by state statutes. The obligations of the Parties under this paragraph shall survive the expiration or termination of this Agreement. Either Party may enforce the terms of this Agreement by any legal means.

3. Notwithstanding any other provision of this Agreement, nothing contained herein is intended to waive or estop the Parties or their insurers to rely upon the limitations, defenses, and immunities contained within Wis. Stat. § 893.80. To the extent that indemnification is available and enforceable, the Parties or their insurers shall not be liable for indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
4. Non-Discrimination. During the term of this Agreement, the Parties 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.
5. Governing Law. This Agreement and the rights and obligations of District and City under this Agreement shall be interpreted according to the laws of the State of Wisconsin.
6. Severability. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall be in any way affected thereby.
7. Amendment. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such is reduced to writing and executed by District and City.
8. Assignment. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by City or District without the prior written consent of the other Party.
9. Notices. All notices to be given under the terms of this Agreement 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 City:

Chief of Police
Green Bay Police Department
307 South Adams Street
Green Bay, WI 54301

For District:

Superintendent of Schools and Learning
Green Bay Area Public School District
200 S. Broadway Street
Green Bay, WI 54303

10. Compliance with Applicable Laws. District, its agents and employees shall become familiar with and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services to be performed under this Agreement.
11. Draftsman. This Agreement is the result of an arm's length negotiation and in resolving any ambiguity in this Agreement, none of the Parties hereto shall be deemed to have been the draftsman hereof.
12. District and City each represent and warrant that it has carefully reviewed and fully understands this Agreement, including any attachment. This Agreement shall be binding upon and shall inure to the benefit of District and City and upon their respective heirs, successors, executors, administrators, personal representatives, and permitted successors and assigns.
13. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have set their hands at Green Bay, Wisconsin.

THE GREEN BAY AREA PUBLIC SCHOOL DISTRICT

By: Dr. Michelle S. Langenfeld
Dr. Michelle S. Langenfeld

Title: Superintendent of Schools and Learning

Date: July 19, 2017

By: Brenda Warren
Dr. Brenda Warren

Title: President, Board of Education

Date: 7/26/2017

THE CITY OF GREEN BAY, WISCONSIN
a municipal corporation:

By: Andrew J. Smith
Andrew J. Smith

Title: Chief of Police

Date: 8-2-2017

By: James J. Schmitt
James J. Schmitt

Title: Mayor, City of Green Bay

Date: 8-2-2017

By: Kris A. Teske
Kris A. Teske

Title: Clerk

Date: 8/7/17



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # Q.3

To approve Health, Dental, Vision, Life and Disability benefits starting on January 1, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Memo on 2021 Benefits - Personnel Committee 9-3-2020 updated
2. 2021 Benefit Recommendations

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Joseph W. Faulds
Human Resources Director

Re: City of Green Bay 2021 Benefits

Date: September 8, 2020

I. BACKGROUND

This year the City used its insurance broker—M3 Insurance—to conduct a market assessment of the City's benefit plans. The evaluation included all programs offered in the medical, dental, life, disability and flexible spending categories. The City reviewed proposals as well as conducted interviews with carriers to gain a better understanding of the products and services offered. The purpose was to ensure that the City offers competitive and comprehensive benefits for our employees while maintaining financial sustainability for the City and taxpayers.

The benefits package proposed has been evaluated by M3, the City's HR Department, and the City's Benefit Committee. The following is an overview of what the benefit package changes are.

II. 2021 BENEFITS PACKAGE PROPOSAL

Health Insurance:

- The City is recommending to stay self-insured with UMR as the third party administrator.
- There are no design changes (deductible, copay, or out of pocket remain the same).
- The 2020 partnership with Prevea and Bellin to implement comprehensive primary care and physical therapy went very well and will continue for next year.
- The City is recommending a 0% increase to the health plan if the City adopts the Family Savings Plan below.

The market review evaluated new innovation and narrow network options available in the market. This included a request for proposal (RFP) from the State of Wisconsin. When requesting a proposal from the State, if the proposal is not accepted, the City is not allowed to make another request for three calendar years. If the proposal is accepted, the City would be locked into that program for three calendar years.

Further, the review included Prevea as a third party administrator and as a fully insured provider. Although there were savings if the City moved to Prevea in either capacity (see attached financial document), the transition to a narrow network would create significant disruption to City health plan members. The employee disruption is about 47% which means that 47% of our employees

would need to switch health care providers and transition to a Prevea physician to be included in the in-network coverage.

Recommendation

The recommendation is to continue as self-funded with UMR as the third party administrator without any plan design changes. UMR is a fully-owned subsidiary of United Health Plan. The UMR program offers a very robust network of providers which includes access to Bellin Health, Prevea Health and Advocate/Aurora Health Care medical networks, as well as many local independent providers.

When the State health insurance offer comes in, the City will review that plan and determine whether to stay with UMR or move to the State health insurance plan. The City anticipates the State's quote to be available before the final budget is approved.

Family Savings Plan:

- This is a new offering and a change to the City and City employees.
- The Family Savings Plan (FSP) is administered by Network Health Plan (NHP).
- This program offers an incentive-based approach for dependents choosing another employer's offer of health insurance coverage instead of transition options such as a spousal carve-out.

The FSP program allows an employee and their dependents to be reimbursed for eligible out-of-pocket health care expenses (including deductibles, co-payments and coinsurance) as required by another employer-sponsored health plan.

This includes spousal coverage, as long these requirements are met:

- Coverage under the City plan is waived (including enrollment in another plan).
- Services are covered under the enrolled health plan.
- Services are received from a participating Network Health provider.
 - *If your spouse's employer plan excludes NHP participating providers, you are eligible to remain on the City plan. Currently Aurora is not included in the network of NHP participating providers. A spouse with a narrow plan that only includes Aurora would not require the employee to take coverage under the spouse's plan or be eligible for the FSP.*
- Or if a member lives outside of the NHP service area, medical services may be received from in-network providers from the City's Plan.
- This coverage is mandatory for a spouse who is eligible.

To participate in the program, employees and their eligible dependents must be enrolled in the spouse's or dependent's employer coverage.

Dental Insurance:

The City's dental plan is currently self-funded leveraging Humana as a third-party administrator. After reviewing the market, we have identified that Delta Dental would provide a larger in-network provider selection, overall cost savings, ability to expand the annual benefit, enhanced customer service and an expansive suite of on-site member technology tools.

The recommendation is to move from Humana to Delta Dental. The transition provides a larger in-network provider selection, saving the member and the plan costs, thus expanding the annual benefit, improved customer services and more expansive web site technology.

Care Plus (Dental Associates) is also an option for employees which renewed at a flat rate with a two year rate guarantee.

Vision Insurance: Our vision insurance is with Superior vision. We were successful in negotiating a 5% decrease in rates locked in for 3 years.

Disability and Life Insurance:

The City's current disability, employer-sponsored life and voluntary life insurance plans (financial benefits) are offered via Hartford and MetLife. After a review of the market, it was discovered that The Standard offered a similar plan with extra benefits and the ability to lock-in a three year rate guarantee. The enhanced features include travel assistance, estate planning services, identity theft protection, and funeral arrangement services.

The recommendation is to transition from Hartford & Metlife to The Standard. Members currently receiving claim benefits will remain with Hartford with no benefit changes during the claim period.

Flexible Spending: Our flexible spending account program is administered by Benefit Advantage. During the past year, Benefit Advantage was acquired by Total Administrative Services Corporation (TASC). This continues to be a program that offers employees with great value and Benefit Advantage has been a quality partner.

TASC is currently going through a platform and software transition. The City will be working with City employees and TASC through the transition that will be effective January 1, 2020.

CITY OF GREEN BAY

January 01, 2021

Benefit Recommendations



MEDICAL COVERAGE

Carrier	Calculated Funding Rate Increase %	Calculated Funding Rate Increase \$
UMR (Self-Funded)	4.69% Increase	\$663,148
UMR (Self-Funded) w/Family Savings Plan	-1.35% Decrease	-\$191,611
Prevea360 (Fully Insured)	-6.34% Decrease	-\$896,233

- Stop Loss coverage is not in place to go fully insured
- 47% provider disruption with move to Prevea360
- Narrow network with move to Prevea360 (includes Prevea, HSHS, Door County Medical Center, Holy Family, Agnesian Health, Ripon Medical Center, Waupun Memorial and Libertas)

RECOMMENDATION: Remain with UMR and implement Network Health Family Savings Plan

DENTAL COVERAGE

Carrier	Calculated Funding Rate Increase %	Calculated Funding Rate Increase \$
Humana	7.07% Increase	\$59,660
Delta Dental	-11% Decrease	-\$92,831

- Larger Network
- Enhanced technology with move to Delta Dental

RECOMMENDATION: Move to Delta Dental

GROUP TERM LIFE

Carrier	Calculated Funding Rate Increase %
MetLife	0% Flat
The Standard	-25.53% Decrease

- The Standard includes Worksite Possibilities

RECOMMENDATION: Move to The Standard



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # Q.4

To approve the extension of the First Emergency Responder FFCRA leave to November 6, 2020 to coincide with the reimbursement from the Routes to Recovery: Local Government Aid Grants Program.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. FFCRA Emergency First Responder Extension - 9-8-2020



CITY OF GREEN BAY PERSONNEL POLICY

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

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

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

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

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

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

as described in subparagraph 1) or has been advised as described in subparagraph 2).

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

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

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

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

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

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

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

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

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

23.2.3 Emergency Family and Medical Leave Expansion Act (EFMLEA)

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

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

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

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

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

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

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

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

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

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

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

- 2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or
 - 3) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Service in consultation with the Secretary of the Treasury and the Secretary of Labor.
- c. Paid Sick Leave. The amount of Paid Sick Leave available to Emergency First Responders who meet the qualifications set forth in Section 23.2.4.b. is limited to:
- 1) Full-time employees will be eligible for up to two weeks of their regular hours of work.
 - 2) Regular, Part-time employees will be pro-rated based upon their regular hours of work and up to two weeks of the pro-rated leave.
 - 3) Employees who work a variable work schedule, the average bi-weekly hours of work over the preceding six month period will be utilized.
 - 4) Emergency First Responders will be asked to return as soon as they are cleared from a medical provider or based upon the guidelines of a public health official to return which may cause the amount of leave to be less than the Emergency First Responder's regular hours, or the prorated and variable amount over a two week period.

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

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

The City will require additional documentation in support of your leave by asking for a notice of closure or unavailability from your child's school, place of care, or childcare provider, including a notice that may have been posted on a government, school, or

day care website, published in a newspaper, or emailed to you from an employee or official of the school, place of care, or child care provider.

- e. Procedure for Requesting Leave and Certification. Employees shall complete a FFCRA Personnel Leave Request Form. Forms can be requested by calling Human Resources at 920-448-3013, emailing humanresources@greenbaywi.gov, or printing the form from the City website. In compliance with the recommended social distancing, please do not physically go to the Human Resources Department.
- f. Return to Work. Employees will not be required to provide a return-to-work notice unless specifically requested by Human Resources. The return to work will be based on being cleared by a medical provider or based upon the guidelines of a public health official to return to work.
- g. Duration of Emergency First Responder Paid Sick Leave Benefit. The duration of this benefit will run through ~~September 30, 2020~~[November 6, 2020](#). This benefit may be amended or removed at any time with Common Council approval.
- h. Enforcement. Nothing in this provision shall be construed to in any way to diminish the rights or benefits that an employee is entitled to under any law, collective bargaining agreement, or existing City policy. An employee is encouraged to consult with Human Resources regarding any questions or concern.



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

September 15, 2020

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # R.I

To select Concept B for the Danz Park artistic seating project, with the modification that two (2) backless benches be created.

BACKGROUND

The Danz Park Artistic Seating Project was approved by the Green Bay Public Arts Commission during their regular meeting on July 22, 2020. Following that meeting, the Dept. of Community & Economic Development and Parks, Recreation & Forestry staff developed and released an RFP outlining the project details and site development.

Two proposals were received and reviewed.

This project is being funded with Community Development Block Grant funds. The project must be completed and funds spent before the end of November 2020.

RECOMMENDATION

Staff is recommending approval of one of the proposals that was submitted to be awarded the Danz Park Artistic Seating project.

FISCAL IMPACT

ATTACHMENTS

1. Danz Park Artistic Seating RFP
2. Concept A: Danz Park Artistic Seating
3. Concept B: Danz Park Artistic Seating

Call for Artists - Artistic Seating for Danz Park in Green Bay, WI



Issued by: City of Green Bay Green Bay Public Arts Commission and Parks Department
Location: Danz Park, Green Bay, WI

Optional Onsite Inspection of Driftwood: August 6, 2020, at 9:00 am. Interested participants should contact Laura Schley for details at laurasc@greenbaywi.gov

Submission Deadline: August 18, 2020, at Noon

Summary of Opportunity

The City of Green Bay Public Arts Commission (GBPAC) and Parks Department seeks Artist(s) to create unique public art seating for placement in Danz Park within the planned Green Bay Parks Century Grove to be installed later in October 2020.

Project Description

The City of Green Bay Parks Department and GBPAC invite Artists and Artist Teams (hereafter referred to as Artist) to submit their proposals to develop Artist designed and produced seating that will add to the City's sense of place while enhancing the resting area within the Green Bay Parks Century Grove for its visitors. The artwork must be installed on the site before the end of November 2020.

General Specifications

• Must accommodate up to 500 pounds for seating	• Maximum length of 10 ft. The entire design must stay within 10 ft radius.
• Durable construction suitable for outdoor conditions.	• Artwork must maintain a distance of 5 ft. from the proposed walk.
• Seat Height, 17in. - 19in. is desired for ADA accessibility	• Artists may propose seating for one or both sides of the walk. Extra points will be awarded for designs that include seating for both sides of the proposed walk.
• The design must include a surface mount to a concrete pad with a minimum depth of 6in. If an alternative mount is proposed, please discuss it with Laura Schley. Artist is responsible for the installation of a concrete pad, artwork transport to the designated location, and for final installation.	• If interested, Artists are invited to utilize driftwood that the Parks Department has available within their final design (See Attachment A for more information.) Additional points will be awarded for designs that utilize this driftwood.
• The awarded artist will be responsible for contacting digger's hotline and Andy Krezwina with the Parks Dept. at 920-448-3376 for utility locates prior to doing any digging on site.	• Suggested Maintenance for the seating shall be provided to the City upon completion of the project.

Site Photos



Seating locations highlighted in yellow.

Danz Park is one of Green Bay's many parks serving as a recreational space for the community offering a variety of activities including baseball, basketball, cross country ski trails, walking trails, soccer, softball, and picnic areas. The Green Bay Parks Century Grove will be installed in October of 2020 and will commemorate 100 years of the City's Parks, Recreation, and Forestry Department. Within this grove consisting of 100 trees including oak, musclemwood, dogwood, maple, redbud, and tamarack, the artistic seating will be placed to encourage residents and visitors to relax and reflect on the space.

Eligibility

Open to all eligible visual Artists nationwide working in any medium with experience executing their ideas from concept to installation completion, meeting a specified budget and timeframe, and working in the public realm with public agencies.

Budget

\$15,000, inclusive of all costs including installation.

The selected Artist will be responsible for contracting engineering services required for affiliated foundations, infrastructure, and any other utilities and/or services needed for the artwork.

Required Submission Materials

The Artist must submit the following:

- A. Contact information (Artist/Team Name, Address, Email, Phone)
 - B. Clear narrative description of the proposed work, including an estimated delivery installation schedule. (No more than 350 words)
 - C. Illustrations/conceptual designs (10 max): Additional visual support material and/or illustrations that depict the proposed work within the eligible areas of the site. Designs should display colors, materials, dimensions of the proposed work(s), and base fixture plan and footing requirements. Acceptable formats include:
 - a. Digital images in .jpg or .pdf format
 - b. Illustrations on 8.5 x 11 page
 - D. Proposed budget. The budget must cover the production of the piece, concrete base, artist fee, site preparation, delivery, and installation.
 - E. No more than five (5) images that fairly represent the Artist's body of work. These images will include artwork title, medium, and size.
-

Artist Selection Process

Timeline*

August 18, 2020 - Artist submissions due by Noon

August 26, 2020 - Finalist selected at Public Arts Commission meeting (meeting is open to the public and Artists/Teams are welcome to attend)

Installation begins November 2020

*Schedule subject to change.

Instructions for Submittal

Submission materials must be received by August 18, 2020, at 12:00 p.m.

Email submissions are preferred at laurasc@greenbaywi.gov

You may also mail materials to the attention of:

Laura Schley
City of Green Bay
Department of Community and Economic Development
100 North Jefferson Street - Room 608
Green Bay, WI 54301

Project Contact

All questions related to this project can be sent to: Laura Schley, laurasc@greenbaywi.gov or 920-448-3142

Disclaimer

The City of Green Bay reserves the right to decline all submissions and terminate this project at any time, without notice. The selection of a finalist does not constitute a contract between the selected Artist and the City of Green Bay and is not a guarantee or a right to enter into a contract.

Call for Artists - Artistic Seating for Danz Park in Green Bay, WI

Attachment A

The City of Green Bay Parks Department has a collection of driftwood available that they are interested in utilizing for this project. Below is a photo of the driftwood for reference. For anyone interested in viewing the driftwood in person, please coordinate a viewing time with Laura Schley by sending an email to laurasc@greenbaywi.gov



Project Title	Concept	Location
Danz Park Artistic Seating	A	Danz Park Green Bay Century Grove

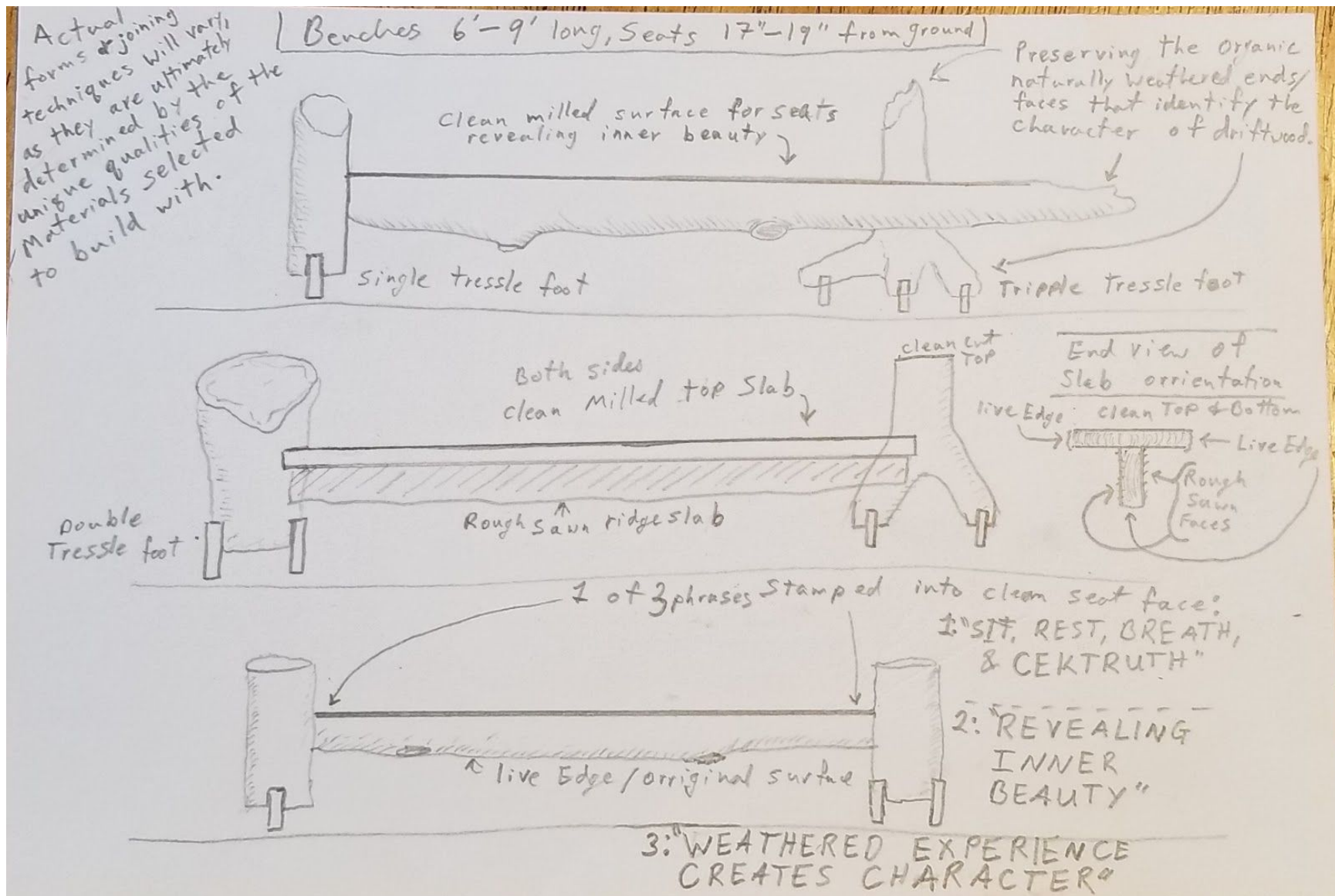
Project Description

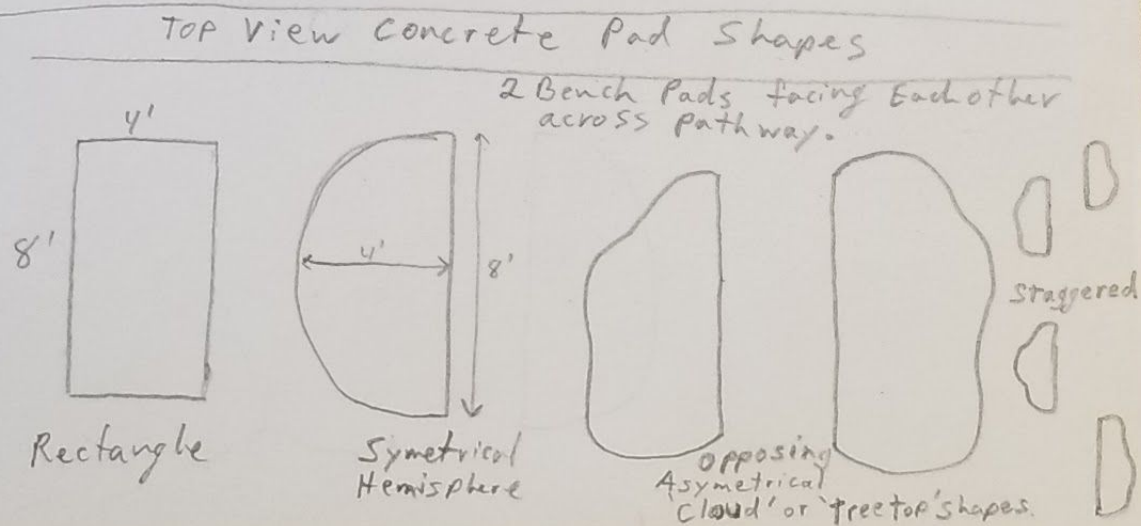
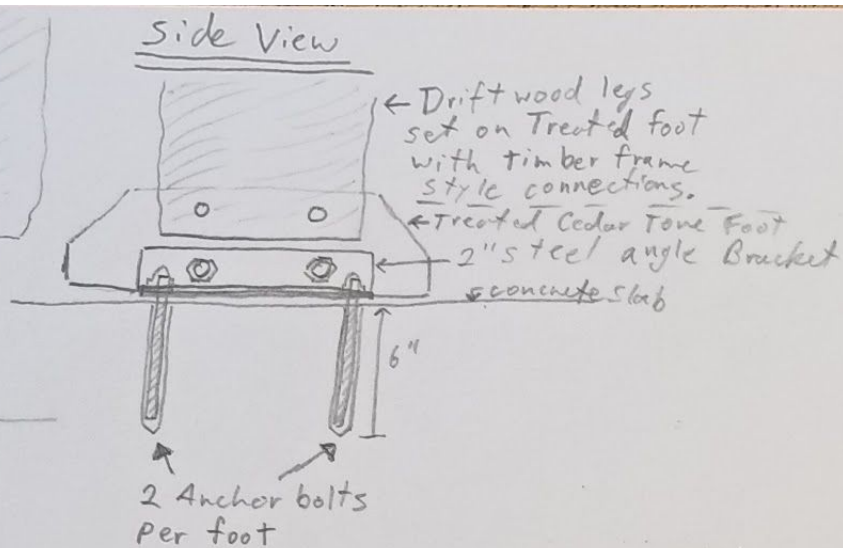
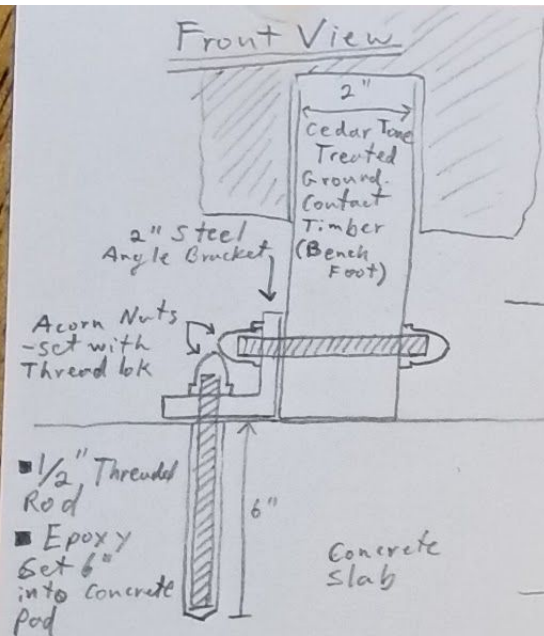
From what I have seen in the photos of the available driftwood material, there are many substantial pieces that I can use to create several benches that would support over 500 pounds easily. They will have a substantial presence and not be easy to move, but they will be securely fastened to the unique concrete slabs I will create. I would most like to create shapes resembling tree canopy silhouettes with flat sides to the pathway. This organic format invites people to face any way on the bench to either converse with someone on the opposing side or to appreciate the beauty of the environment around them in all directions. I will use larger select trunks to be cut in half down their length for a clean sanded surface revealing the beauty of the inner grain, this face would be the seat of the bench, the raw weathered natural face of the driftwood would be the underside of the bench or the live edge if cut to slabs instead. The actual lengths of the benches would be determined by the length of the available material, but one bench should easily be able to support four people, no bench would be longer than 9'. I use traditional timber framing techniques to securely notch large pieces of wood together. The end posts that hold either end of the bench will reflect more of the organic qualities of the original trees they came from. Variations of these ideas can be seen in my sketches. I use treated lumber to create a tressle-foot underneath the end posts that can handle the contact with moisture from the ground. This is where a strong 1/4" thick metal angle bracket is bolted both to the foot of the bench, on both ends, and also into bolts that are anchored via epoxy 6" deep into holes I will drill in the concrete slab. The threads of these 1/2" mounting bolts would all be capped with a stainless steel acorn nut.

From the notice of the time of acceptance, I would meet with the necessary parties to select the pieces of wood from the piles that I would build with. I would hope that some form of equipment might be made available to help pull them out of the pile. Depending on the number of benches desired, I would work on their perfection to have the concrete in place before Halloween, and to install the benches after Halloween no later than November 15th. The finish on the wood would be a simple-to-maintain annual/ biannual oiling. I will use a natural-toned oil and put at least 2-3 Coats on depending on how the wood is absorbing and sealing. I would use a natural-toned oil, any oil is going to darken the color and appearance of whatever wood it is applied to, I would want the color of these benches to as closely resemble the color of the original driftwood that they came from. These are some of the unique characteristics that will engage people's curiosity. I also have a small collection of 'truisms' that I like to discretely stamp into the seat of my benches, small 1/4" letters, an invitation of sorts:

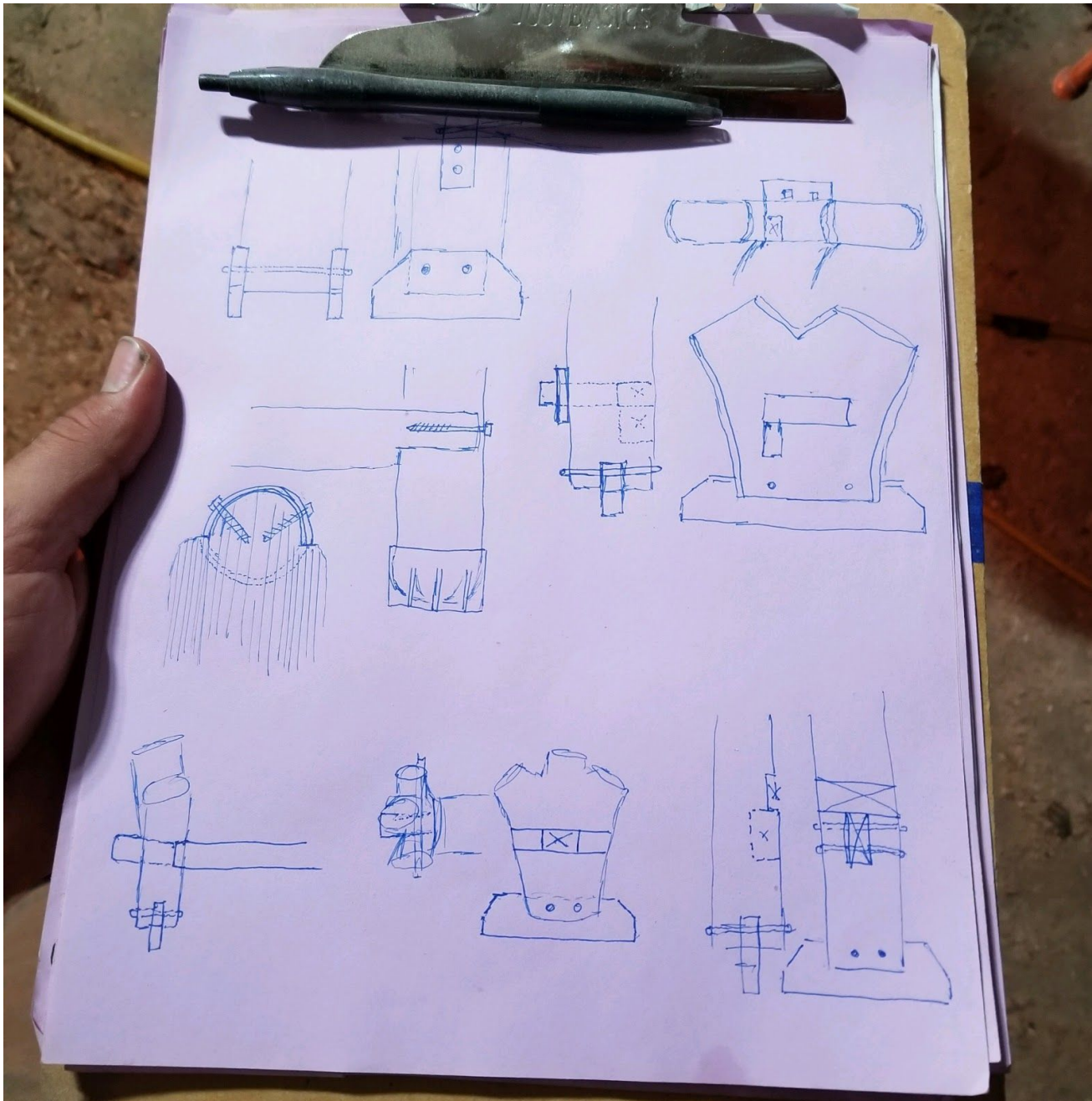
- SIT, REST, BREATH & CEKTRUTH
- REVEALING INNER BEAUTY
- WEATHERED EXPERIENCE CREATES CHARACTER

To call attention to the unique phrases that would be stamped into the wood of the bench, they would be covered in a clean plexiglas plate that would be bonded to the surface of the bench with a clear adhesive and also screwed into the surface of the bench with stainless steel security screws.





Example sketches of different timber-frame bench connections

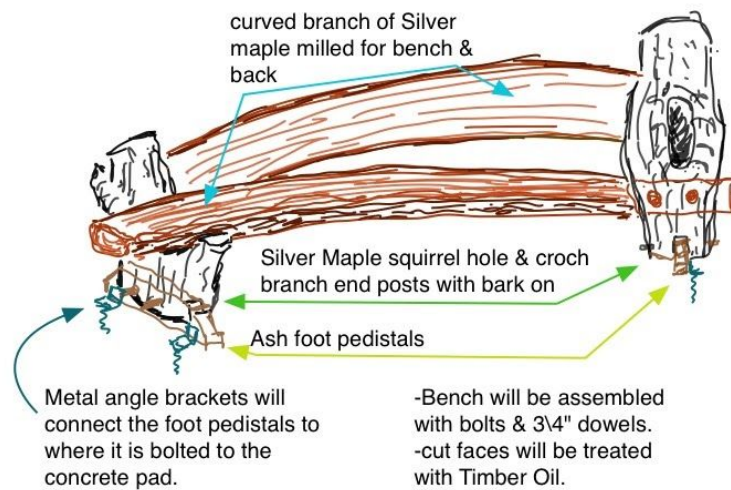


Proposed Budget

With respect to all time, materials, fabrication, and installation, I expect that my total budget would be around \$4,500.00 per concrete slab & bench. I would love to make at least 2 benches (\$10,000.00) that will create a unique sense of place & contemplative space for this community & any passers-by.

Previous Work

Silver Maple Bench, Currently working on.







Project Title	Concept	Location
Danz Park Artistic Seating	B	Danz Park Green Bay Century Grove

Project Description

I have two proposals for the area. One consisting of a bench for one side only and a second for two similar benches on each side of the trail.

The first is a single bench constructed of epoxy filled driftwood (see image A). Driftwood is to be cut, sanded, defects filled with bright blue epoxy, and then coated in clear epoxy. Seating and back will consist of matching driftwood and design. The end cap on the right side of the bench (see image B) will be of smaller pieces of driftwood encased in clear water like epoxy casing. Additional seating/table seen left side of the drawing (image C) will be a shou sugi bon which will consist of a heat-treated or burnt driftwood log. The log end may have some white epoxy filling as well. The bench will be durable, sustainable in all weather conditions, and I'm hoping to have a glow in the dark element incorporated in a portion.

The double bench proposal is similar to the first, however, it will be backless and the end cap of small driftwood sticks encased in epoxy will be replaced with another shou sugi bon driftwood log.

Total dimensions will range from 5-8 feet with actual seating ranging from 5-7. Seating will be ADA compliant. Illustrations, budget, and inspiration photos are attached for your review. Planned date of installation is to be prior to November 30, 2020.

Proposal I



Proposal 2



Image A



Image B



Image C



Proposed Budget

Item	Description	Price
	Concrete base, site prep and installation	\$1,500.00
	Wood cutting, prep and construction	\$2,700.00
	Materials	\$5,100.00
	Pick up, transportation, mileage	\$500.00
Time	Labor and Artist fee	\$4,500.00
On site Installation		\$700.00
TOTAL		\$15,000.00

Previous Work







Detail Summary of Projects Issued

8/1/2020 to 8/31/2020

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
101030	1937 LAKESIDE PL..21-961	KEVIN D & MARNE L WILLIAMS		\$1,351.40	\$315,000.00	Pending
	[01-101 - Single Family House, Detached] NEW SINGLE FAMILY 2-STORY HOME W/ATTACHED GARAGE TO INCLUDE SMALL EXISTING GARAGE DEMO					
101178	827 9th ST..1-950	LEMENSE QUALITY HOMES INC		\$1,074.32	\$130,000.00	Pending
	[01-101 - Single Family House, Detached] NEW 1-STORY SINGLE FAMILY HOME W / DETACHED GARAGE - VARIANCE FOR SETBACKS ALONG NORWOOD - VARIANCE GRANTED					
101895	1306 NELSON ST..6-2638	DRUCILLA J & ROBERT M GIESLER		\$1,298.21	\$315,000.00	Pending
	[01-101 - Single Family House, Detached] New 1-Story Single Family Home w/ attached garage EC Approved 8/13/20 -Address to be 1306 Nelson					
101993	1730 E SONATA DR..21-6669-34	BLACK DIAMOND BUILDERS		\$1,436.18	\$275,000.00	Pending
	[01-101 - Single Family House, Detached] NEW SINGLE STORY FAMILY HOUSE W/BASEMENT EC Approval 8/19/20					
102003	123 PURPLE SAGE DR..21-8158	TLP DEVEVLOPMENT LLC		\$1,323.36	\$220,000.00	Pending
	[01-101 - Single Family House, Detached] NEW SINGLE FAMILY HOME EC Approved 8/19/20					
86959	424 N OAKLAND AV..5-1489	ASHLEY GREENE	KEITHS AFFORDABLE HOME IMPROVEMENTS	\$435.00	\$9,000.00	Pending
	[02-434 - Single-Family Residential Building, Alteration] *New plan is to just go back to original porch and it will not be a bathroom or bedroom as original permit was - CR 8-24-20 *New contractor (Koch) taking over project and paid for new permit.					
101539	2910 BALLY BUNION LN..22-2078	MELISSA & JOHN CHESLOCK		\$125.00	\$12,864.00	Pending
	[02-434 - Single-Family Residential Building, Alteration] Add windows under covered patio					
101838	935 REDLEY CT..1-1295-E	JOSEPH M & CRYSTAL A GERARDEN		\$156.30	\$12,000.00	Pending
	[02-434 - Single-Family Residential Building, Alteration] FINISH BASEMENT /UPGRADE ELEC SERVICE					
101884	1406 S RIDGE RD..6-305	NEW RESIDENTIAL SOLUTIONS LLC		\$255.00	\$20,000.00	Pending
	[02-434 - Single-Family Residential Building, Alteration] REMODEL					
101917	2532 HEATHER RD..21-4285	CHAD A & NICOLE M GOUIN		\$205.00	\$7,000.00	Pending
	[02-434 - Single-Family Residential Building, Alteration] TO INCLUDE EGRESS WINDOW PUT IN PREVIOUSLY					
101942	1662 RANCHLAND DR..6-922	CONNIE M FLACKEY		\$50.00	\$2,500.00	Closed
	[02-434 - Single-Family Residential Building, Alteration] EGRESS WINDOW ONLY					
101944	2500 LAREDO LN..6H-2028	BRADLEY J HANBY		\$50.00	\$2,500.00	Closed
	[02-434 - Single-Family Residential Building, Alteration] EGRESS WINDOW ONLY					
102042	3259 PETERSON RD..22-162-6	NATHAN A ANDEREGG		\$125.00	\$4,471.00	Closed
	[02-434 - Single-Family Residential Building, Alteration] add new office in basement					
102056	455 MEADOW WIND DR..21-7776	LANDIS & JASON PINO		\$209.41	\$7,000.00	Pending
	[02-434 - Single-Family Residential Building, Alteration] No plumbing at this time for bathroom					
102111	1805 11th AV..1-1248	JEFFREY P & STEPHANIE L ZUSY		\$50.00	\$26,225.00	Closed

[02-434 - Single-Family Residential Building, Alteration] Foundation repair/ egress window

102120	826 9th ST..1-580	JOHN D & CHERYL A SMITH	\$50.00	\$500.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] Only demo from fire

102139	919 S QUINCY ST..16-171	TANYA G & JESSE B SHARP	\$225.00	\$35,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] Bathroom remodel

102168	473 STELLA VISTA DR..21-4372	JACQUELYNN A & DENNIS D MARTIN	\$175.00	\$42,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] KITCHEN REMODEL

102171	1234 CHICAGO ST..14-1241	BRENNEN J VANSISTINE	\$50.00	\$1,500.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] INSTALL AN EGRESS WINDOW

102172	2426 ROBINSON AV..21-3254	DANG NENG VANG, ETAL	\$309.00	\$175,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration]

101433	1514 LANGLADE AV..6-1304	GREGORY A STUJENSKE	\$280.00	\$25,000.00	Pending
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[03-434 - Addition to Single-Multi Family Residential Units] REAR 480 SF
-71 CY OF EXCAVATION = NO EC PERMIT

101916	3366 HAVEN PL..6H-853-1-1	DAN TRUCKEY	\$50.00	\$1.00	Closed
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[05-645 - Raze Sungle-Family house(attached or detached)] NO EC NEEDED see drag file
Raze to include Rear Barn and House
PERMIT ISSUED UNTIL 9/10/20 PER PVC

102060	200 BLOCK N VAN BUREN ST..10-41	ROBERT J DETRIE	\$175.00	\$9,000.00	Pending
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[05-645 - Raze Sungle-Family house(attached or detached)] EC Approved 8/27/20

102227	221 N VAN BUREN ST..10-72-C	ALEXANDER C & ANNE E & GB REAL ESTATE INVESTMENTS LLC	\$175.00	\$9,000.00	Pending
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[05-645 - Raze Sungle-Family house(attached or detached)] EC APPROVED UNDER P# 101432

101822	2215 IMPERIAL LN..21-3379-1	& MY JK WELLS ENTERPRISE LLC	\$190.00	\$35,000.00	Pending
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[10-434 - Multi-Family Residential Building Alteration] no electrical/HVAC work

102146	141 ANTOINETTE ST..4-33	RITA J MOORE	\$210.00	\$17,000.00	Pending
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[10-434 - Multi-Family Residential Building Alteration] -All new windows
-Cabinet replacement, plumbing replace current fixtures and electrical was just rewire with same locations.

100495	3480 E MASON ST ..21-171-2	ERIE ROAD PROPERTIES LLC	\$20,334.29	\$9,900,000.00	Pending
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[11-324 - office, bank, professional(offices, professional buildings, administration buildings, financial institutions, medical office buildings)] EC Approval 4/22/20
NEW ADDRESS 3480 E Mason St.
EC Approved 4/22/20

100075	2235 MAIN ST..21-127-4	SILK PURSE PROPERTIES GREEN BAY LLC	\$1,154.69	\$94,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Erbert and Gerbert's

100690	201 S MILITARY AV..6-1714	BL BRANCH GROUP II LLC	\$836.00	\$160,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Multiple tenant buildout

102045	929 UNIVERSITY AV..7-583	GREEN BAY CITY OF	\$0.00	\$2,826.00	Closed
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Likely need electrical and well

102046	2310 FINGER RD..21-4563	GREEN BAY CITY OF FIRE STATION #5	\$0.00	\$2,826.00	Closed
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Likely need electrical and well

102047	1701 W MASON ST..6-185	GREEN BAY CITY OF FIRE STATION 6 & FIREMANS PARK	\$0.00	\$2,826.00	Closed
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Likely need electrical and well

102049	2295 MANITOWOC RD..21-421	RRG GB LLC	\$70.00	\$0.01	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] permit pulled post repair - see drag file					
99064	100 N JEFFERSON ST..11-216	GREEN BAY CITY OF CITY HALL	\$0.00	\$0.00	Closed
[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] TWO ELEVATORS					
100094	3150 GERSHWIN DR..21-256	BROWN COUNTY COMMUNITY TREATMENT CENTER	\$2,403.50	\$1,598,807.00	Pending
[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] ***\$5,000*** SWB Waived PER STEVE GRENIER 8/3/20 EC Approved 7/29/20					
101970	1012 BIEMERET ST..1-2055	KARA L & BENJAMIN J BRULEY	\$100.00	\$14,000.00	Pending
[17-438 - New Garage or Carport] 24x24					
102011	1422 SPENCE ST..1-1973	BONITA J & THOMAS A HILDEN	\$175.00	\$20,000.00	Pending
[17-438 - New Garage or Carport] take down old garage replace with new					
102017	1662 MURPHY DR..6-1247	CODY ALLEN PRIBYL, ETAL	\$100.00	\$11,000.00	Pending
[17-438 - New Garage or Carport] 18 x 20 Garage					
102040	1023 NICOLET AV..2-840	JANET B HANSEN	\$175.00	\$20,000.00	Pending
[17-438 - New Garage or Carport] 14X24' det. garage					
102099	501 S BAIRD ST..17-830	MA LEONOR CHAVARRIACASTANEDA, ETAL	\$129.34	\$25,000.00	Pending
[17-438 - New Garage or Carport] 26x24 det. garage and drive					
102152	328 IRENE ST..21-2680	HARVEY & SHIRLEY H B MOOREN	\$150.00	\$8,000.00	Pending
[19-438 - Addition to Garage, Carport (Residential)] ADDING ONE STALL 12x24					
101744	515-517 KELLY JO DR..6-2878	DANIEL J PARSCHE	\$50.00	\$3,500.00	Pending
[22-328 - Shed, Yard Building] 10X14 STICK BUILT					
101757	1226 ELMORE ST..5-1315-G-1	DANIEL W & RENEE S KUNTZ	\$50.00	\$2,200.00	Pending
[22-328 - Shed, Yard Building] SHED					
101868	3495 YORKSHIRE RD..22-1810	DWIGHT L & MARLYS E DAGUE	\$75.00	\$6,500.00	Pending
[22-328 - Shed, Yard Building] 10'x12' SHED AND 24' OF FENCING					
101934	1719 DEBRA LN..21-1111-P-50	SALVADOR GUZMAN, ETAL	\$50.00	\$2,000.00	Pending
[22-328 - Shed, Yard Building] 12 x 12 Shed /Concrete patio					
101937	2786 ST. ANTHONY DR..21-5812	GARY F & AMY J MCDERMID	\$0.00	\$3,700.00	Withdrawn
[22-328 - Shed, Yard Building] 10 x 16 shed Owner decided not to do see drag file					
101975	3085 SUMMER PL..6H-2961	MOHAMED & CHRISTINE M IBRAHIM	\$50.00	\$6,700.00	Pending
[22-328 - Shed, Yard Building] PREFAB					
102010	1124 CROOKS ST..14-1034	VAUGHN & PANG Y VANG	\$50.00	\$469.00	Closed
[22-328 - Shed, Yard Building] 10X12 steel shed					
102037	2953 SONORAN TR..6H-3203	REBECA J & MATTHEW C DUNLAP	\$50.00	\$2,800.00	Pending
[22-328 - Shed, Yard Building] 10 x 10 Shed					
102086	800 VENUS DR..21-4633	EILEEN M & ANDREW N NICHOLSON	\$50.00	\$4,000.00	Pending
[22-328 - Shed, Yard Building]					

102103	2473 MORNING STAR TR..21-3922 [22-328 - Shed, Yard Building] prefab	MARY E & ROGER M WITTIG	\$50.00	\$4,600.00	Pending
102170	1937 EVERBREEZE RD..6H-2007 [22-328 - Shed, Yard Building] 10x12 prefab / concrete pad.	RODNEY G & DEBRA K PATTERSON	\$50.00	\$3,600.00	Pending
102221	715 CHICAGO ST..14-506 [22-328 - Shed, Yard Building] SHED	A-ZACHED RENTAL LLC	\$50.00	\$1,500.00	Closed
102224	365 BAIRD CREEK RD..21-343-2 [22-328 - Shed, Yard Building] 24x30 REAR YARD SHED	ROBERT M HAGLUND, ETAL	\$193.40	\$35,000.00	Pending
102225	3374 WIGGINS WAY..22-1734-9 [22-328 - Shed, Yard Building] 12'x16' SHED	DENNIS M & KARLA R BREHM	\$50.00	\$6,000.00	Pending
101637	1817 GROSS AV..1-2393 [23-434 - Deck, Porch, Patio] walkway to house	ANN M BROCKMAN	\$50.00	\$5,000.00	Pending
101817	431 FAIRVIEW CT..5-1594 [23-434 - Deck, Porch, Patio] and apron replacment(contractor not on approved row list)	TODD G CURRO	\$50.00	\$2,806.00	Pending
101907	1043 ETHEL AV..18-997-4 [23-434 - Deck, Porch, Patio] Patio Pergola with roof	BRUCE R BELLIN	\$100.00	\$1,500.00	Pending
101918	1151 FROST CT..21-6410-96 [23-434 - Deck, Porch, Patio] New Deck 14 x 14	BRENDA A BOMBER	\$100.00	\$16,000.00	Pending
101919	2953 SONORAN TR..6H-3203 [23-434 - Deck, Porch, Patio] 40 X 14 NEW DECK	REBECA J & MATTHEW C DUNLAP	\$100.00	\$30,000.00	Pending
101933	1122 S ROOSEVELT ST..17-180 [23-434 - Deck, Porch, Patio] PATIO	JP ROOSEVELT LLC	\$50.00	\$2,800.00	Pending
101965	1118-1120 S ROOSEVELT ST..17-164 [23-434 - Deck, Porch, Patio] BACK PATIO	JP ROOSEVELT LLC	\$75.00	\$2,800.00	Pending
101971	3372 W MASON ST..6H-759-1 [23-434 - Deck, Porch, Patio] RAMP	KATHLEEN A & HENRY P KOCH	\$75.00	\$4,375.00	Pending
102020	714 S IRWIN AV..14-1167-A [23-434 - Deck, Porch, Patio] PATIO AND SIDE WALK	JEAN A TREMEL	\$50.00	\$4,688.00	Pending
102031	3116 NICOLET DR..22-129-5 [23-434 - Deck, Porch, Patio] back porch	NIELSON DANIEL R & ILDEMAN R REVOCABLE TRUST	\$150.00	\$19,000.00	Pending
102036	1935 E TELEMARCK CIR..6H-4003 [23-434 - Deck, Porch, Patio] New Deck	GABRIEL J & CICHELE M DAHL	\$100.00	\$30,000.00	Pending
102041	1002 CHERRY ST..9-132 [23-434 - Deck, Porch, Patio] Porch Repair car hit	BRUNNER PROPERTIES LLC	\$75.00	\$7,374.00	Pending
102085	1124 S WEBSTER AV..16-316 [23-434 - Deck, Porch, Patio] 10 x 18 Deck	MICHAEL J GEGARE, ETAL	\$100.00	\$5,720.00	Pending
102112	1300 EDGEWOOD DR..21-3558	SHERRI M BUSTAMANTESALDANA	\$50.00	\$3,000.00	Pending

[23-434 - Deck, Porch, Patio] Patio Rear Yard

102197	480 HARVEST RD..21-7958	MALLORY A & RICHARD M MEVES	\$100.00	\$19,083.00	Pending
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[23-434 - Deck, Porch, Patio] DECK REPLACEMENT

101926	2826 BAYWATER AV..22-2140	AMANDA & CORY SARAZEN	\$175.00	\$25,000.00	Pending
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[25-329 - Swimming Pool] 27' ROUND POOL AND FENCE

101940	1138 CHICAGO ST..14-1071	LAURENCE J WIEST	\$50.00	\$500.00	Closed
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[25-329 - Swimming Pool] POOL INSTALLED PRIOR TO PERMIT COMPLAINT 114363

101973	1222 WESTERN AV..3-819-A	ANN M FRONK	\$50.00	\$200.00	Pending
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[25-329 - Swimming Pool] deck existing/ pool 53''' tall
-NO ELECTRICAL USING EXISITNG PLUG IN

102064	1856 NEAL CT..21-2870	GREG A & ANN MARIE KOSTREWA	\$125.00	\$1,155.00	Pending
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[25-329 - Swimming Pool] No Heater

101922	1218 GROSS AV..1-155	PATRICIA KONOWALSKI	\$50.00	\$4,250.00	Pending
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[28-434 - Foundation Repair] FOUNDATION REPAIR

102092	1500 S FISK ST..6-893	PAUL F & CAROL A KURLAND	\$50.00	\$9,460.00	Closed
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[28-434 - Foundation Repair] Foundation Repair

102199	1679 MASON WAY..21-4735	DAVID L & ERIN K LEWIS	\$50.00	\$5,450.00	Pending
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[28-434 - Foundation Repair] FOUNDATION REPAIR

101828	403-405 LAWE ST..15-71	JOSE ALFREDO GONZALEZ VALENTIN	\$50.00	\$15,400.00	Pending
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[33-*** - Roofing] COA APPROVED

101915	935 CHRISTIANA ST..3-979	WANDA E COLON, ETAL	\$50.00	\$5,000.00	Pending
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[33-*** - Roofing] Sheathing replacement and also some rafter sistering/beefing up of current deteriated rafter.

101920	413 ST. JOHN ST..13-106	SAINT JOHNS CONGREGATION	\$70.00	\$14,000.00	Pending
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[33-*** - Roofing] Redo metal roof, facia and soffit of side porch of rectory

102050	2010 AUGUST ST..21-1361-3	HARPAZO LLC	\$70.00	\$17,710.00	Pending
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[33-*** - Roofing] NEW SHINGLES

102071	2209 UNIVERSITY AV ..21-2710	PETER S & PHILLIP F LEE	\$70.00	\$4,500.00	Pending
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[33-*** - Roofing] REPAIR AND REROOF

102191	842-848 LINDEN DR..21-1236	DAYMARK LP HOLDINGS LLC ETAL	\$350.00	\$125,147.00	Pending
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[33-*** - Roofing] Doing all 4 buildings and 1 garage

102192	201 S MILITARY AV..6-1714	BL BRANCH GROUP II LLC	\$83.00	\$80,200.00	Pending
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[33-*** - Roofing] REMOVE EXISTING ROOF SYSTEM DOWN TO DECK. INSTALL 2 LAYERS OF 2" ISO AND 60 MIL WHITE TPO RHINOBOND ROOF SYSTEM.

101789	1230 SPENCE ST..1-9-F	JASON CASSENS	\$100.00	\$4,000.00	Pending
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[35-*** - Driveway Expansion] ALONG WITH NEW OVERHEAD DOOR

101804	2422 BROWNING RD..21-4040	ROGER E MORALES	\$50.00	\$800.00	Pending
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[35-*** - Driveway Expansion] driveway expansion

101956	165 LAU ST..21-1729	WILLIAM S & KIM M GEAR	\$50.00	\$1,400.00	Pending
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[35-*** - Driveway Expansion] driveway expansion

101992	1829 11th AV..1-1242 [35-*** - Driveway Expansion] ASPHALT APRON	SERRANO ENTERPRISES LLC	\$50.00	\$500.00	Pending
102052	945 MATHER ST..5-1264 [35-*** - Driveway Expansion] Step side of house	SARA M & WAYNE R PIERRE	\$50.00	\$1,900.00	Pending
102094	941 MATHER ST..5-1262 [35-*** - Driveway Expansion] Service walk	JULIE A POCQUETTE	\$50.00	\$700.00	Pending
102110	1529 6th ST..6-486 [35-*** - Driveway Expansion] Blacktop driveway	MENNE BROTHERS CONSTRUCTION	\$50.00	\$4,200.00	Pending
101593	1719-1721 ACORN WAY..6H-2112 [36-*** - Fence] FENCE/SHED	MARY E LANDWEHR	\$50.00	\$400.00	Pending
101923	1744 WESTERN AV..6-130-C [36-*** - Fence] 6' IN REAR/SIDES	FRANCISCO J REYES	\$50.00	\$5,000.00	Pending
101953	1665 BOLAND RD..6-1395 [36-*** - Fence] REAR AND SIDES 6' WOOD	SUSAN D DOERING	\$50.00	\$1,200.00	Pending
101954	1215 MOJAVE TR..6H-4259 [36-*** - Fence] 6' VINYL FENCE	CINDY & RODNEY R GERLACH	\$50.00	\$9,000.00	Pending
101974	123 N FISK ST..6-238-C [36-*** - Fence] FENCE 5' CHAIN LINK	KELLY ANN TRONDSON	\$50.00	\$6,050.00	Pending
101995	304 IRENE ST..21-2685 [36-*** - Fence] 107' of fencing 4' galvanized	VICTORIA E & MICHAEL J KOHTA	\$50.00	\$2,583.00	Pending
101996	2207 JAMESFORD AV..21-1147-32 [36-*** - Fence] 4' chain link black	JANE & KEITH PITON	\$50.00	\$2,568.00	Pending
102019	1100 MARQUETTE AV..1-1476 [36-*** - Fence] 6' tall privacy fence	JEFFREY J ANDERSON	\$50.00	\$4,425.00	Pending
102055	339 WINDWARD RD..21-4832 [36-*** - Fence] FENCE	CLARK A MCGREGOR, ETAL	\$50.00	\$5,000.00	Pending
102077	3125 CRUSADE LN..6H-3908 [36-*** - Fence] 6' TALL VINYL FENCE	KATHRYN A & CHRISTOFER J BERES	\$50.00	\$3,000.00	Closed
102088	1659 MASON WAY..21-2523-14 [36-*** - Fence] 6ft tall wood privacy	BROOKE SLABY	\$50.00	\$900.00	Pending
102089	1259 HARVEY ST..7-99 [36-*** - Fence] FENCE	HUGO ARANDA HERNANDEZ, ETAL	\$50.00	\$4,000.00	Pending
102093	209 OXFORD AV..5-497 [36-*** - Fence] 6' WOOD IN REAR/SIDES	DANIEL D GILBERT	\$50.00	\$2,000.00	Pending
102095	1155 EMILIE ST..17-150 [36-*** - Fence] May do some portions in 5' solid wood	CRAIG B LEROY	\$50.00	\$3,500.00	Pending
102098	803 MATHER ST..5-1113	MARYANN & DARRYL D LAPLANTE	\$50.00	\$2,250.00	Pending

[36-*** - Fence] 6 ft wood privacy fence

102100	807 MATHER ST..5-1112	MARY ANN & DARRYL D LAPLANTE	\$50.00	\$2,250.00	Pending
[36-*** - Fence] 6 ft tall wood privacy fence					
102107	1820 TREELAND DR..6H-2120	SUE A & STEVEN J BELLMORE	\$50.00	\$5,894.00	Pending
[36-*** - Fence] 6' vinyl -					
102108	336 NORTHERN AV..5-353	BRIAN R & KAREN A BASINSKI	\$50.00	\$3,803.60	Pending
[36-*** - Fence] 4' tall vinyl fence					
102114	445 MCAULIFFE HEIGHTS TR..21-8190	TODD J & AMY M DEQUAINE	\$50.00	\$8,061.71	Pending
[36-*** - Fence] DOGWOOD					
102169	1659 KENNEDY DR..6-2744	ZACHARY J ANDREWS	\$50.00	\$8,000.00	Pending
[36-*** - Fence] 6' vinyl in rear yard					
102178	1125 S MONROE AV..16-105	PAUL F & MALAINA J MARTZKE	\$50.00	\$4,200.00	Pending
[36-*** - Fence] 6' tall wood privacy fence					
102226	2872 MT CAROL DR..21-1111-D-16	DALLAS N GREETHAM	\$50.00	\$2,500.00	Pending
[36-*** - Fence] 6' HIGH CEDER FENCE ALONG REAR LOT LINE					
102228	257 S HENRY ST..21-1514-16	LYNN M BENO	\$50.00	\$1,950.11	Pending
[36-*** - Fence] 4' HIGH CHAIN LINK FENCE					
100011	230 S MADISON ST..13-131	GREEN BAY DEPERE YWCA	\$145.10	\$11,100.00	Pending
[37-329 - Signs] Potential Sign Adjustments					
100014	153 N BROADWAY..4-156	NOC HARN LLC	\$81.20	\$0.00	Pending
[37-329 - Signs] Proposed Projecting Sign - Fly Circus & Aerial Arts					
101835	1818 E MASON ST..21-2116-3	LUPE & EILAS HOLDINGS LLC	\$153.95	\$1,500.00	Pending
[37-329 - Signs] Projecting Sign					
101880	321 ST. GEORGE ST..8-269		\$113.60	\$1,568.00	Pending
[37-329 - Signs] Proposed Wall Sign					
101893	1583 MAIN ST..19-311	EFS LLC	\$138.80	\$500.00	Pending
[37-329 - Signs] Wall Signs - Eastern Facade					
101908	300 BOND ST ..5-1770		\$106.05	\$14,752.00	Pending
[37-329 - Signs] Proposed Wall Sign					
101912	340 N BROADWAY, SUITE 110 ..5-1760	DDL HOLDINGS LLC	\$145.10	\$300.00	Pending
[37-329 - Signs] Projecting Sign					
101914	1828 S ASHLAND AV..1-1131	PACKERLAND SHELL INC	\$171.80	\$7,000.00	Pending
[37-329 - Signs] Proposed Wall Signs					
101990	2047 BASTEN ST..21-2222	MEADOWS NORTH GB LLC	\$128.00	\$3,500.00	Pending
[37-329 - Signs] Replacement Monument Signs					
102023	1828 S ASHLAND AV..1-1131	PACKERLAND SHELL INC	\$86.30	\$1,000.00	Pending
[37-329 - Signs] Awning Sign					

102024	1583 MAIN ST..19-311 [37-329 - Signs] REPLACEMENT WALL SIGN	EFS LLC	\$92.04	\$4,100.00	Pending
102075	2056 MAIN ST..21-1361-3-6 [37-329 - Signs] Pylon and Wall Signs Modifications	C&H ENTERPRISES LLC	\$177.80	\$1,625.00	Pending
101859	1313 S BROADWAY..1-936-E [41-*** - Storm Sewers] CONNECTING TO EXISTING 6" STUB AT THE PROPERTY LINE AND INSTALLING STORM SEWER & CATCHBASIN	LMS-J&K LLC	\$30.00	\$15,000.00	Pending
102220	1312 DOTY ST..14-1419 [41-*** - Storm Sewers] STORM SEWER CONNECTION	DOUGLAS G CAYER	\$1,000.00	\$1,900.00	Pending
101968	3144 EASTBREEZE LN..21-5331 [43-*** - Lawn Sprinklers] LAWN SPRINKLERS - NO WORK IN RIGHT OF WAY	SANDRA D & MARSHALL D FLETCHER	\$100.00	\$2,500.00	Pending
102027	1041 VILLAGE GREEN CT..6H-3721 [43-*** - Lawn Sprinklers] UNDERGROUND SPRINKLER SYSTEM	COLLEEN M & RANDALL C GRISWOLD	\$100.00	\$3,700.00	Closed
102074	137 RACCOON BERRY WY..21-8341 [43-*** - Lawn Sprinklers] LAWN SPRINKLER SYSTEM NO WORK IN ROW PER JOHN FROM LIZER LAWN CARE	JERRY W & KAREN L GASSAWAY	\$100.00	\$3,900.00	Pending
102126	3195 NICOLET DR..22-878-A [43-*** - Lawn Sprinklers] LAWN SPRINKLERS	ROGER J & JUNE M GILSOUL	\$100.00	\$4,000.00	Pending
101978	2961 ST. ANTHONY DR..21-275-1-8 [44-*** - Water heaters/Appliances] WATER HEATER	GREEN BAY NURSING REALTY LLC	\$70.00	\$10,400.00	Closed
102097	826 9th ST..1-580 [45-*** - Electrical Temporary Services] TEMP SERVICE	JOHN D & CHERYL A SMITH	\$50.00	\$2,000.00	Pending
101925	1420 CROOKS ST..17-861 [46-*** - Electrical Service Change] SERVICE CHANGE FROM 2 FAMILY TO 1 FAMILY	BC REAL ESTATE INVESTMENTS LLC	\$50.00	\$1,600.00	Pending
101976	958 ST. LAWRENCE DR..21-1111-D-53 [46-*** - Electrical Service Change] 200 AMP ELECTRICAL SERVICE CHANGE AND PANEL UPGRADE	JENNIFER L & CHAD BRINKER	\$50.00	\$1,100.00	Closed
101979	910 LAVERNE DR..21-1111-D-153 [46-*** - Electrical Service Change] electrical panel change	SKILES TRUST	\$50.00	\$1,500.00	Pending
101985	1263 ELMORE ST..5-1334-C [46-*** - Electrical Service Change] REPLACE ELECTRICAL PANEL	BRENDA S & RICHARD M GEZELLA	\$50.00	\$1,500.00	Closed
101998	2453 EAST SHORE DR..21-848 [46-*** - Electrical Service Change] REMOVE 60 AMP FUSE PANEL AND INSTALL100 AMP BREAKER PANEL. SERVICE PORTION WAS ALREADY UPGRADED.	SANDRA M & THOMAS G ZDROIK	\$50.00	\$1,250.00	Pending
102000	2455 EAST SHORE DR..21-848 [46-*** - Electrical Service Change] REMOVE 60 AMP FUSE PANELS AND INSTALL100 AMP BREAKER PANEL. SERVICE PORTION WAS ALREADY UPGRADED.	SANDRA M & THOMAS G ZDROIK	\$50.00	\$1,250.00	Pending
102006	608 SUNNYCREST ST..21-819-25 [46-*** - Electrical Service Change] UPGRADE FROM 100 AMP TO 200 AMP UNDERGROUND SERVICE	RANDALL A RESEBURG	\$50.00	\$2,200.00	Pending

102007	1065 CLAYTON PL..21-417-2	XIAO DONG, ETAL	\$50.00	\$1,200.00	Pending
[46-*** - Electrical Service Change] REPLACE 100 AM BREAKER PANEL					
102016	728 LOMBARDI AV..1-1412-B-1	728 LOMBARDI AVENUE LLC	\$140.00	\$18,000.00	Pending
[46-*** - Electrical Service Change] REMOVE 200A OVERHEAD SERVICE, INSTALL NEW 600A UNDERGROUND SERVICE. REPLACE 1 200A PANEL AND REFEED 1 EXISTING 200A PANEL					
102018	1614 DELORES ST..1-2325	HILDEGARDE L VANDERZANDEN	\$50.00	\$2,000.00	Pending
[46-*** - Electrical Service Change] ELECTRICAL SERVICE CHANGE					
102048	710 N BAIRD ST..8-187	SAINT PETER & PAUL CONGREGATION OF GREEN BAY	\$140.00	\$50,000.00	Pending
[46-*** - Electrical Service Change] SERVICE UPGRADE					
102053	1635 CAREFUL DR..6-1660-18	DALE R BERG, ETAL	\$50.00	\$1,500.00	Closed
[46-*** - Electrical Service Change] 100 AMP TO 100 AMP OVERHEAD SERVICE CHANGE					
102066	614 BODART ST..11-46	WAGNER ROBERT E & MELIDA REVOCABLE LIVING TRUST	\$70.00	\$3,000.00	Pending
[46-*** - Electrical Service Change] REPLACE 100 AMP SERVICE WITH 200 AMP AND INSTALL POWER TO VENTLESS FRYER					
102069	2127 PREBLE AV..21-2208-3	CODY J ROGERS	\$50.00	\$3,000.00	Pending
[46-*** - Electrical Service Change] 60 TO 100 AMP SERVICE UPGRADE					
102090	1750 DEBRA LN..21-820-M-44	JESSICA RODRIGUEZ	\$50.00	\$1,800.00	Pending
[46-*** - Electrical Service Change] OVERHEAD SERVICE UPGRADE FROM 60 TO 100 AMPS					
102143	812 MARQUETTE AV..2-1109	ADAM M LARSON	\$50.00	\$500.00	Pending
[46-*** - Electrical Service Change] PANEL CHANGE					
102193	601 LARRY LN..21-3164	LYNESSA M TLACHAC	\$50.00	\$1,800.00	Pending
[46-*** - Electrical Service Change] UPGRADE SERVICE FROM 100 AMP TO 200 AMP					
102223	1321 SMITH ST..7-419	MZW HOLDINGS LLC	\$50.00	\$750.00	Pending
[46-*** - Electrical Service Change] SEPARATE 2 METERS THAT ARE GANGED AS ONE ON DUPLEX					
101941	231 FELLOWS DR..6-1633	SARNS JOHN E & JACQUELINE A TRUST	\$50.00	\$2,000.00	Closed
[47-*** - Electrical Service Repair] REPLACE ELECTRICAL PANEL					
101977	2266 MAIN ST..21-420-38	JAMES P & SUE A & JOHN G POLASIK REVOCABLE TRUST	\$70.00	\$400.00	Closed
[47-*** - Electrical Service Repair] REPLACE METER SOCKET					
102009	531 5th ST..2-885	SHIPYARD GROUP LLC	\$50.00	\$1,000.00	Pending
[47-*** - Electrical Service Repair] REPAIR CODE VIOLATIONS					
102033	319 BELLEVUE ST..21-2473	ZHEH DE & XIAO LING HUANG	\$50.00	\$500.00	Closed
[47-*** - Electrical Service Repair] EMERGENCY SERVICE REPAIR					
102124	2983 SANDIA DR..6H-2942	HORN FAMILY IRREVOCABLE TRUST	\$50.00	\$900.00	Closed
[47-*** - Electrical Service Repair] REPLACE FAULTY PANEL					
101921	519 5th ST..2-882	RYAN & MIA SARENA MALCHOW	\$50.00	\$300.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] PULL 8-GAUGE WIRE IN CONDUIT TO MOVE DRYER HOOK UP. BUILDING OUT WALL; ADDING MUD RING AROUND OUTLET. PULL 12-GAUGE WIRE IN CONDUIT DOWN IN 3 LOCATIONS TO INSTALL 4-PLEX OUTLETS IN SQUARE METAL BOXES. DUPLICATE LIGHT FIXTURE TO INCREASE LIGHTING (CONNECTION WIRE TO BE IN CONDUIT.) INSTALL TRACK LIGHTING. REPLACE LIGHT FIXTURE IN CLOSET WITH LED LIGHTING BANK. PUT WIRE GOING TO CLOSET INTO CONDUIT.					

102008	317 JACOB ST..21-2360	DEREK ANTONISSEN	\$50.00	\$2,000.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] MOVE MAIN PANEL. ADD RANGE CIRCUIT					
102034	307 HOWARD ST..3-310	201 BUILDING LLC	\$0.00	\$25,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELECTRICAL SERVICE AND CONTROL PANEL FOR NEW PUMP STATION NO FEE					
102070	114 S BROADWAY..3-105	BOSLEY PROPERTIES LLC	\$70.00	\$2,200.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALL EXTERIOR LIGHTING					
102072	1575 ELLIS ST..19-216	BROWN COUNTY INVESTMENTS LLC	\$50.00	\$1,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELECTRICAL PANEL CHANGE					
102073	900 S JACKSON ST..16-158	CHAMPIONS ESTATES LLC	\$430.00	\$2,500.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] MISC ELEC WORK - WIRING AND LIGHTING; Added message room and one hair cutting chair. Per owner Rachel, no chemicals will be used and we talkws that if she does, 1st offense is warning, 2nd reuires complete code complaince at that time. - PaulVC 8/21/2020					
102104	1315 LIME KILN RD..23-244-3	SALVATION ARMY THE	\$70.00	\$700.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] WIRING AN UV LIGHTING SYSTEM IN THE HVAC SYSTEM FOR CLINIC AREA					
102142	1146 W MASON ST..2-980	GEROME R & DONNA K MUESTER	\$140.00	\$14,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] NEW CONDUIT & WIRE TO 2 GAS DISPENSERS & 2 SUBMERSIBLE GAS PUMPS, CANOPY AND ROAD SIGN IF NEEDED, NOT ADDING OR CHANGING ANY PANELS					
102205	506 PINEHURST AV..21-94-4	RICK & WENDY M PELLONARI	\$50.00	\$800.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] FIXING CODE CORRECTIONS					
102232	2090 WHITE OAK TERR..6H-2110	AMY HALVERSON, ETAL	\$50.00	\$800.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] TREE LIMB DAMAGED SERVICE					
101927	2750 YORKTOWN DR..6H-3323	ONEIDA NATION	\$50.00	\$3,410.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101928	2220 STARLITE LN..21-2144-M-28	ALVIN D & DOROTHY M MARTIN	\$50.00	\$2,950.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101929	513 N LOCUST ST..6-68-1	CARLA D MARCELL	\$50.00	\$2,950.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101930	3536 BAY HIGHLANDS CIR..21-5601	BARBARA A RACE	\$50.00	\$4,200.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101931	475 TYROLIAN DR..21-3492	RONALD W & GENEVIEVE M NIGHORN	\$50.00	\$3,400.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101932	2786-2788 ST. ANN DR..21-329-4	MARC C & JEAN E GEURTS	\$50.00	\$3,350.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER - 2786 SIDE PER OWNER					
101936	141 LAU ST..21-1724	CARLOS A ZARAGOZAOROZCO	\$50.00	\$6,184.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER					
101943	1678 MURPHY DR..6-2464	ROBERT J & CAROL M NOWAK	\$50.00	\$5,900.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER					
101945	1277 7th ST..1-1740	JOSEPH F & DEBRA L NACKERS	\$50.00	\$5,750.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101947	606 VROMAN ST..5-225	NANCY M & GARY J LEMEROND	\$50.00	\$10,390.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER					
101948	409 BADER ST..21-2678-T-16	THERESA J & PAUL C PELTIER	\$50.00	\$3,591.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
101949	1677 FOREST GLEN DR..6-1654	THOMAS A & KAY M KLATT, ETAL	\$0.00	\$7,750.00	Withdrawn
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER					
101950	3021 GREENVIEW DR..21-1111-D-190	FRANCISCO R CHAVEZ	\$50.00	\$3,600.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101951	1818 DEBRA LN..21-820-M-49	CESAR ARANDA SANCHEZ, ETAL	\$50.00	\$2,800.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101952	1013 RALEIGH CT..1-2563	1013 RALEIGH LLC	\$50.00	\$2,750.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101955	1018 BERNER ST..20-77	EVELIA & FAUSTINO CASTRO	\$50.00	\$3,150.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101958	112 OAK ST..3-236	JUDITH A POKORSKI	\$50.00	\$4,150.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101959	320 ABRAMS ST..21-2113-1	FABIAN MORALESFRANCO	\$50.00	\$3,950.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101960	1268 REBER ST..20-44-12	KAREN A JAKUBOWSKI	\$50.00	\$3,000.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101961	3158 EAST BREEZE LN..21-5325	KAREN HELGESIN	\$50.00	\$2,000.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101962	2420 DEER TRAIL..21-4267	WESLEY J SMITH	\$50.00	\$2,500.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
101972	341 N BROADWAY..5-879	BENZPLEKAN REAL ESTATE LLC	\$70.00	\$6,095.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER					
101980	3095 KINGSWOOD CT..6H-3450	BRADY D & KENDRA A BELLUE JOINT REVOCABLE TRUST	\$50.00	\$4,149.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
101987	2341-2363 EASTMAN AV..21-290-12	RHS FAMILY LIMITED PARTNERSHIP	\$70.00	\$3,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER @ 2350 EASTMAN APT #6					
102012	220 E FALCON HILL WAY..21-6213	SHERMAN JOINT REVOCABLE TRUST	\$50.00	\$6,000.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102013	1111 DOUSMAN ST..5-704	STEVEN R & MARIANN SCHENIAN	\$50.00	\$3,280.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102014	129 BERWYN AV..21-2698	BRIAN G WILLEMON	\$50.00	\$6,800.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102015	131 BERWYN AV..21-2698	BRIAN G WILLEMOM	\$50.00	\$6,800.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102022	2070 SANDALWOOD CT..6H-2512	KENNETH & ROBIN K ZAK	\$50.00	\$3,500.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102032	3725 CATALINA DR..21-4-4	NTAJ N VWJ, ETAL	\$50.00	\$20,395.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] SPACE HEATER - MINI SPLIT					
102035	2250 9th ST..6H-1696	DENISE I & DONALD E LEWIS	\$50.00	\$3,387.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102039	1031 HICKORY HILL DR..1-111	EDWARD LITTLEJOHN	\$50.00	\$3,500.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102062	338 S CLAY ST..14-894	ALETTA L & JAMES C STUMO	\$50.00	\$3,472.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102065	1136 BIEMERET ST..1-1391-E	DAWN M GRACYALNY	\$50.00	\$10,812.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
102067	3012 CRUSADE LN..6H-4158	MICHAEL A & HOLLY M DEWICK	\$50.00	\$3,882.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102068	1146 CHICAGO ST..14-1070	BROOKE A & TY M KOENIGS	\$50.00	\$3,127.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102078	2736 NEWBERRY AV..21-4437	ALEXA K GUSTAFSON	\$50.00	\$2,075.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] SPACE HEATER MODINE45K BTU					
102079	325 VICTORIA ST..21-2315	MICHAEL BURKE	\$50.00	\$3,550.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102080	2680 PECAN ST..21-6243	KENT F & LYNETTE A P REIDINGER	\$50.00	\$3,300.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102081	1977 MARYBELL LN..6H-1235-6	SARAH M & JOHN P STILOSKI	\$50.00	\$2,575.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102101	2397 SYCAMORE DR..21-3397	ELIZABETH A & ROBERT T REINKE	\$50.00	\$5,419.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER #16					
102105	621 CHALLENGER DR..21-6970	DENNIS J & SANDRA K BAILEY	\$50.00	\$6,992.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER					
102113	655-657 ST. MARTIN CT..21-5644	GUENTHER & CHARLEEN P FOERSTER	\$50.00	\$3,315.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102122	3018 LAWNSDALE DR..21-1111-D-213	NATHANIEL J MEYER	\$50.00	\$6,095.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

102123	1308 WIRTZ AV..1-294	ROBERT A & LINDA J RASMUSSEN, ETAL	\$50.00	\$3,350.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

102125	1125 S CLAY ST..17-195	KATHERINE J & JAMES F MCHUGH	\$50.00	\$5,900.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

102127	1225 STUART ST..14-1367	JOSEPH L VALENTINE	\$50.00	\$6,600.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

102128	826 MATHER ST..5-183	JEREMY M & TIFFANY M MUTHIG	\$50.00	\$4,650.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

102129	2565 WOODRIDGE LN..6H-1488-2	MICHAEL H SUPER, ETAL	\$50.00	\$5,300.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

102130	1213 LANGLADE AV..1-2007-A	CHARLES T SMITH	\$50.00	\$3,700.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102131	123 BURGUNDY, Unit: CT..21-6671-4	KERI & THOMAS W BAKKEN	\$50.00	\$3,450.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] SPACE HEATER

102132	615 MT MARY DR..21-323	TINA M & DALE R LORITZ	\$50.00	\$2,950.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102145	2880 LOBELIA CT..6H-4188-77	JANICE M & KENNETH J GARROWICZ	\$50.00	\$5,650.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

102157	2077 CRESTWOOD SPRINGS DR..6H-3303	PATRICK M & JULIE A KLATT	\$50.00	\$4,365.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

102159	427 ST. JOHN ST..13-106	SAINT JOHNS CONGREGATION	\$70.00	\$5,382.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER - DUCTLESS MINI SPLIT SYSTEM

102160	128 S MONROE AV..11-270	ST FRANCIS XAVIER CONGREGATION	\$70.00	\$4,928.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER DUCTLESS MINI SPLIT SYSTEM

102161	3340 SONATA DR..21-6098	JEANNE M & BERNARD J TREML	\$50.00	\$3,350.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102162	1410 THOMAS ST..6-1735	ANNA M GALLAGHER, ETAL	\$50.00	\$2,700.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

102163	1700 LAKE LARGO DR..21-262-16	CHERYL & DEBRA DYCUS- PIONTEK	\$50.00	\$6,800.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

102164	3090 SANDIA DR..6H-3005	MATTHEW J BERG, ETAL	\$50.00	\$2,850.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

102190	1133 12th AV..1-264	KIMBERLY L & MICHAEL J VERRIDEN	\$50.00	\$3,402.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

102194	459 S HURON RD..21-41-2-2	JANE A BOUCHE	\$50.00	\$3,472.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102195	313 WINDWARD RD..21-4828	WADE GELINE	\$50.00	\$3,940.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102214	627 N IRWIN AV..8-227	MIRHASHEMI INC	\$70.00	\$19,890.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] COMM FURNACE					
102219	1312 BOND ST..5-1323-A-2	THOMAS J & COLLEEN S ANDERSON	\$50.00	\$3,376.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102233	2424 HAMPTON AV..21-3507	TERRY K & BEVERLY A VANLIESHOUT	\$50.00	\$3,127.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102234	3119 BIRDIE CT..6H-2611	JOHN H & REBECCA W CHRISTIANSON	\$50.00	\$6,939.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102236	561 ALROSE ST..21-2281-1-3	FELIX A VANENKENVOORT	\$50.00	\$6,200.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102237	157 THYME PL..21-6671-11	VANPAY TERRANCE J & SANDRA M REVOCABLE TRUST	\$50.00	\$8,700.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER					
102240	1415 NELSON ST..6-2189	FISCHER SHARON TRUST	\$50.00	\$3,100.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102241	955 AMBERLY TR..21-4948	BRIAN P & LAURIE A KARNOPP	\$50.00	\$3,700.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102242	1740 FIESTA LN..21-1111-P-41	ROGER L & GEORGIANNA A VANDENLANGENBERG	\$50.00	\$6,792.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER					
102044	1220 HOBART DR..6H-1110-2	TVO HOBART LLC	\$70.00	\$54,410.00	Pending
[57-*** - Parking lot (New & Reconstruction)] NO subgrade affected					
102058	505 S VAN BUREN ST..14-801	VANBUREN PROPERTY MANAGEMENT LLC	\$70.00	\$24,500.00	Pending
[57-*** - Parking lot (New & Reconstruction)] Replace existng parking lot no subgrade affected or work in right of way					
102063	1606 MAIN ST..21-1993	RUBEN MOSQUEDA	\$70.00	\$4,000.00	Pending
[57-*** - Parking lot (New & Reconstruction)] REPLACE 1,905 SQ FT PARKING LOT					
102121	200 N JEFFERSON ST..11-179	WISCONSIN DEPT OF ADMINISTRATION	\$70.00	\$26,510.00	Pending
[57-*** - Parking lot (New & Reconstruction)] REPAVING OF EXACT PARKING LOT.					
102185	314 S MADISON ST..13-111	CASA ALBA MELANIE HISPANIC COM RESC CNTR GB INC	\$70.00	\$20,610.00	Pending
[57-*** - Parking lot (New & Reconstruction)] Exact replacment repaving, no subgrade.					
101984	3244 E TWIN PINES CT..21-7761	CHERNEY LIVING TRUST	\$75.00	\$5,950.00	Pending
[58-*** - Site (Erosion control, Fill, Excavation)] Grading/ Final Landscaping.					
101946	1120 SHEA AV..18-88	CARRIE L LAVERDIERE	\$30.00	\$5,000.00	Closed
[62-*** - repair/alter existing plumbing system] REPLACE SANITARY AND WATER SERVICE FROM STREET TO HOUSE					
101988	1723 14th AV..1-1307-E	DESIREE T KRAFT	\$30.00	\$5,000.00	Closed

[62-*** - repair/alter existing plumbing system] REPLACING 4" SANITARY SEWER FROM INSIDE HOUSE TO CURB BY PIPEBURSTING

101989	2615 EAST SHORE DR..21-1110-17	DANIEL F & CRISTINE A ENGEL	\$30.00	\$4,000.00	Closed
[62-*** - repair/alter existing plumbing system] REPLACING LEAKING WATER SERVICE FROM HOUSE TO CURB					
102082	966 DOUSMAN ST..5-408	DEBRA K CHARLES, ETAL	\$30.00	\$3,595.00	Closed
[62-*** - repair/alter existing plumbing system] REPAIR WATER LINE					
102087	1660 CHRISTIANA ST..6-374	HOUSE OF HOPE GREEN BAY INC	\$70.00	\$40,000.00	Pending
[62-*** - repair/alter existing plumbing system] REPLACE OUTSIDE SANITARY SEWER AND INSIDE UNDER SLAB SANITARY PLUMBING					
102102	1320 EMILIE ST..17-579	LEE SEDLACEK	\$30.00	\$2,000.00	Closed
[62-*** - repair/alter existing plumbing system] INSTALL CATCH BASIN IN BACKYARD					
102115	1640 W MASON ST, SUITE A..6-150-1	NEUFELD ENTERPRISES II LLC	\$30.00	\$5,000.00	Pending
[62-*** - repair/alter existing plumbing system] EXTEND SANITARY AND INCREASE WATER LINE					
102149	419 S QUINCY ST..14-513	DAVID H CHALLIS	\$30.00	\$2,000.00	Closed
[62-*** - repair/alter existing plumbing system] REPLACE WATER SERVICE LINE CURB TO HOUSE					
102154	1313 DOUSMAN ST..5-665	SABRINA S & JASON M GOLENBERKE	\$0.00	\$5,500.00	Pending
[62-*** - repair/alter existing plumbing system] LEAD WATER REPLACEMENT					
102155	1174 CHERRY ST..14-172	KA YING YANG, ETAL	\$0.00	\$3,590.00	Pending
[62-*** - repair/alter existing plumbing system] LEAD WATER REPLACEMENT					
102141	418 S FISK ST..6-116-A	KATIE HEIM	\$50.00	\$8,000.00	Pending
[63-*** - Shower] TUB TO SHOWER CONVERSION					
102001	3476 GOLF DR..21-3628	MARCO ANTONIO RAE CIENFUEGOS	\$125.00	\$3,168.00	Pending
[92-*** - solar panels- water or electric] Solar Panel System (20 Panels)					
102043	1746 S RIDGE RD..6-306-F	CHRIS L TERPSTRA	\$125.00	\$16,900.00	Pending
[92-*** - solar panels- water or electric] Roof mounted solar panels					
101765	1046 GRAY CT..18-756-2	NSIGHTTEL WIRELESS LLC	\$140.00	\$20,000.00	Pending
[94-*** - Alteration to existing cell tower] AT&T Upgrade					
101997	2675 NEWBERRY AV..21-107-4	GREEN BAY CITY OF	\$70.00	\$8,000.00	Pending
[94-*** - Alteration to existing cell tower] Updating Antennas - AT&T					
102029	1046 GRAY CT..18-756-2	NSIGHTTEL WIRELESS LLC	\$70.00	\$25,000.00	Pending
[94-*** - Alteration to existing cell tower] VERIZON UPGRADE					
102116	420 REAR S OAKLAND AV..3-906-1	FOX RIVER ELEVATOR LLC	\$70.00	\$12,500.00	Pending
[94-*** - Alteration to existing cell tower] T Mobile - Upgrade					
101924	925 LANGLADE AV..1-1429	RACHEL BALLAST, ETAL	\$530.00	\$300.00	Closed
[200-*** - water service] MINI STORM SEWER					
101963	1256 ELIZA ST..17-270	GIESE RONALD L REVOCABLE TRUST	\$530.00	\$900.00	Closed
[200-*** - water service] MINI STORM SEWER					
101969	1322 S BROADWAY..1-918	THOMAS D BUDENZ	\$0.00	\$4,600.00	Closed
[200-*** - water service] LEAD WATER SERVICE REPLACEMENT					

102002	1649 BIRCHWOOD DR..6-1660-29 [200-*** - water service] MINI STORM SEWER	DANIEL J & KATHY G SHANDOR	\$530.00	\$700.00	Closed
102005	1018 HEYRMAN ST..21-1514-K-21 [200-*** - water service] MINI STORM SEWER	MARY M HENRY	\$530.00	\$1,650.00	Closed
102133	1621 HILLCREST DR..6H-1194-A [200-*** - water service] RUN NEW WATER SERVICE TO SW CORNER OF BUILDING	CHURCH OF CHRIST OF GREEN BAY	\$30.00	\$4,000.00	Pending
102181	132 S JACKSON ST..14-447 [200-*** - water service] REPLACE LEAD WATER SERVICE	TJV INVESTMENTS II LLC	\$0.00	\$4,250.00	Pending
102182	944-946 CHRISTIANA ST..3-994 [200-*** - water service] REPLACE LEAD WATER SERVICE @ 944 CHRISTIANA	CHRISTOPHER J VANDEHEI	\$0.00	\$3,250.00	Closed
102183	833 OREGON ST..4-20 [200-*** - water service] REPLACE LEAD WATER SERVICE	TESS CONKLIN	\$0.00	\$3,500.00	Closed
102188	1202 CLEVELAND ST..1-160 [200-*** - water service] STORM SEWER CONNECTION - BURYING LINE FROM SUMP PUM TO SIDEWALK	SHAUN J & DANA M VAN ENKENVORT	\$530.00	\$250.00	Pending
Totals: 272 projects			\$53,652.14	\$15,134,404.43	

Summary of Projects Issued

8/1/2020 to 8/31/2020

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
01 Single Family House, Detached	5	5	10	5	5	5	5	3	\$6,483.47	\$1,255,000.00
48 Electrical Wiring (Misc., Alteration, Repair)	10	0	1	1	10	1	1	0	\$960.00	\$49,300.00
45 Electrical Temporary Services	1	0	0	0	1	0	0	0	\$50.00	\$2,000.00
46 Electrical Service Change	18	0	0	0	18	0	0	0	\$1,100.00	\$93,950.00
47 Electrical Service Repair	5	0	0	0	5	0	0	0	\$270.00	\$4,800.00
50 Heating Unit Replacement/ Air Conditioning	72	0	0	0	0	72	0	0	\$3,650.00	\$353,808.00
41 Storm Sewers	2	0	0	0	0	0	2	0	\$1,030.00	\$16,900.00
62 repair/alter existing plumbing system	10	0	0	0	0	0	10	0	\$280.00	\$75,685.00
22 Shed, Yard Building	14	2	1	14	1	0	0	0	\$818.40	\$82,569.00
03 Addition to Single-Multi Family Residential Units	1	1	1	1	1	1	0	0	\$280.00	\$25,000.00
13 Addition to Commercial, Non-Residential Non-housekeeping	2	1	3	2	2	1	1	0	\$2,403.50	\$1,598,807.00
19 Addition to Garage, Carport (Residential)	1	1	1	1	1	0	0	0	\$150.00	\$8,000.00
02 Single-Family Residential Building, Alteration	15	1	11	15	10	2	6	0	\$2,469.71	\$357,560.00
10 Multi-Family Residential Building Alteration	2	0	0	2	1	0	2	0	\$400.00	\$52,000.00
12 Commercial, Non-Residence, Non-Housekeeping, Alteration	6	0	3	6	2	2	5	0	\$2,060.69	\$262,478.01
17 New Garage or Carport	5	5	5	5	2	0	0	0	\$679.34	\$90,000.00
23 Deck, Porch, Patio	15	9	8	15	1	0	0	0	\$1,225.00	\$154,146.00
25 Swimming Pool	4	2	0	4	2	1	0	0	\$400.00	\$26,855.00
28 Foundation Repair	3	0	0	3	0	0	0	0	\$150.00	\$19,160.00
33 Roofing	7	0	0	7	0	0	0	0	\$743.00	\$261,957.00
35 Driveway Expansion	7	1	1	7	0	0	0	0	\$400.00	\$13,500.00
36 Fence	23	0	0	23	0	0	0	0	\$1,150.00	\$88,535.42
37 Signs	12	12	0	12	1	0	0	0	\$1,539.74	\$46,945.00
43 Lawn Sprinklers	4	0	0	4	0	0	4	0	\$400.00	\$14,100.00
44 Water heaters/Appliances	1	0	0	0	0	0	1	0	\$70.00	\$10,400.00
57 Parking lot (New & Reconstruction)	5	0	0	5	0	0	0	0	\$350.00	\$130,030.00
58 Site (Erosion control, Fill, Excavation)	1	0	1	1	0	0	0	0	\$75.00	\$5,950.00
11 office, bank, professional(offices, professional buildings, administration buildings, financial institutions, medical office buildings)	1	1	4	1	1	1	1	1	\$20,334.29	\$9,900,000.00
200 water service	10	0	0	0	0	0	10	0	\$2,680.00	\$23,400.00
92 solar panels- water or electric	2	0	2	2	2	0	0	0	\$250.00	\$20,068.00
63 Shower	1	0	0	0	0	0	1	0	\$50.00	\$8,000.00
94 Alteration to existing cell tower	4	0	0	4	0	0	0	0	\$350.00	\$65,500.00
05 Raze Sungle-Family house(attached or detached)	3	0	2	3	0	0	2	2	\$400.00	\$18,001.00
Totals:	272	41	54	143	66	86	51	6	\$53,652.14	\$15,134,404.43



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year August, 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.)		53,970.40	53,970.40		
Adjustment (if applicable)		0.00	.00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)		18,939.29	16,442.97		2,496.32
Adjustment (if applicable)		0.00	0.00		0.00
3. Penalty Surcharges (s. 757.05, Stats.)		14,730.57			14,730.57
Adjustment (if applicable)		0.00			0.00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)		4,941.61		4,941.61	
Adjustment (if applicable)		0.00		0.00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)		5,250.10		2,379.71	2,870.39
Adjustment (if applicable)		0.00		0.00	0.00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)		6,376.59			6,376.59
Adjustment (if applicable)		0.00			0.00
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.)		600.00		600.00	
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.)		552.30			552.30
Adjustment (if applicable)		.00			.00
12. Totals		105,360.86	70,413.37	7,921.32	Pay This Amount 27,026.17

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Name: NEIL BASTEN Signature: Neil Basten Date: 9-1-20

III. TREASURER'S CERTIFICATION

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

Treasurer: Paul R. Marley Date: 9/2/20

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

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

**RESOLUTION AUTHORIZING RELOCATION OF
POLLING PLACES FOR WARDS 6, 7, 9, 14, 22, 23, 25, 36, 37, 39, and 40**

September 15, 2020

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

That the polling places for Wards 6, 7, 9, 13 thru 17, 20, 25, 28 thru 31, 34, 36, 37, 39 thru 43, and 45 thru 47 shall be relocated to the following locations:

Wards 6, 7, 9, 14, 22, 23:

Bay Beach Amusement Park
1313 Bay Beach Road

Wards 25, 36, 37, 39, 40:

Johnsonville Tailgate Village
1265 Lombardi Avenue

Adopted_____

Approved_____

Mayor

Clerk

kat

FINAL PAYMENTS RESOLUTION
September 15, 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. RFB #3256 GBMFD AIR INTAKE SYSTEM – 2020
IEI GENERAL CONTRACTORS INC.

TOTAL AMOUNT EARNED:	\$ 8,480.00
LESS AMOUNT RETAINED:	\$ 0.00
	\$ 8,480.00
LESS AMOUNT PREVIOUSLY PAID:	\$ 0.00
AMOUNT DUE THIS PAYMENT:	
	\$ 8,480.00

ACCOUNT NUMBERS
2000115-00: \$8,480.00
PO #2000115

2. ELEVATOR MODERNIZATION GREEN BAY CITY HALL – 2019
FRANK O. ZEISE CONSTRUCTION INC.

TOTAL AMOUNT EARNED:	\$ 926,866.00
LESS AMOUNT RETAINED:	\$ 0.00
	\$ 926,866.00
LESS AMOUNT PREVIOUSLY PAID:	\$ 871,022.70
AMOUNT DUE THIS PAYMENT:	
	\$ 55,843.30

ACCOUNT NUMBERS
418600-53001-94181: \$55,593.30
4305205-55201: \$250.00
PO #1900060

3. CD 19-01 (PART A) SIDEWALK AND PAVEMENT REPAIR – 2019
MARTELL CONSTRUCTION

TOTAL AMOUNT EARNED:	\$ 42,159.02
LESS AMOUNT RETAINED:	\$ 0.00
	\$ 42,159.02
LESS AMOUNT PREVIOUSLY PAID:	\$ 40,051.92
AMOUNT DUE THIS PAYMENT:	
	\$ 2,108.00

ACCOUNT NUMBERS
CD 190-1 PART A (DPW): \$2,108.00
CD 10-01 PART A (PARKS): \$0.00
PO # N/A

**4. RESURFACING 1-19 PART A – 2019
MARTELL CONSTRUCTION**

TOTAL AMOUNT EARNED:	\$ 444,792.87
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 444,792.87
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 433,054.15</u>
AMOUNT DUE THIS PAYMENT:	\$ 11,738.72

ACCOUNT NUMBERS

401500E-55301-61039: \$11,738.72

501-12201-61039: \$0.00

PO #1900040

Adopted _____, 2020

Approved _____, 2020

Mayor

ATTEST:

City Clerk

MAM



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

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # T.3

Resolution in support of the Green Bay Police Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resolution in Support of GBPD

RESOLUTION IN SUPPORT OF THE GREEN BAY POLICE DEPARTMENT

September 15, 2020

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Green Bay Police Department has made and continues to make important changes in policy and policing, including:

- Engaging with the community, including having GBPD leaders listen to residents, give them a voice to be heard, and provide structured platforms to bring forth change;
- Being regional leaders in community crisis intervention training (CCIT), with more than 60 GBPD officers trained in CCIT;
- Maintaining an open door policy for the community, including a yearly 10-week Citizen's Academy and Teen Police Academy;
- Establishing the first Behavioral Health Unit, consisting of sworn officers and a County social worker, in the region;
- Embracing Community Policing at all levels;
- Never authorizing nor training officers in the use of chokeholds except in life-or-death situations;
- Focusing on hiring diversity, striving to match the demographics of the department with the demographics of the City;
- Emphasizing de-escalation and non-escalation training for all officers;
- Requiring implicit bias training for officers and supervisors;
- Providing ethics training focused on human dignity;
- Maintaining the accountability of officers at all levels, including removal from office for misconduct;
- Removing officers who exhibit racial bias, dishonesty and excessive force from their positions; and

WHEREAS, we recognize and honor the selfless and heroic service provided by the men and women of the Green Bay Police Department; and

WHEREAS, we rely on law enforcement officers to keep our neighborhoods safe, enforce our laws, and respond in times of crisis; and

WHEREAS, every day law enforcement officers face the threat of violence and danger and routinely put their lives in jeopardy to defend others, potentially resulting in injury, disability or even death; and

WHEREAS, law enforcement officers protect the constitutional rights of all members of the community; and

WHEREAS, these men and women by their distinctive service and dedicated efforts as law enforcement officers have earned our highest respect and deepest gratitude;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Green Bay, Wisconsin, reiterates its continuing support and recognizes the selfless and heroic service of law enforcement officers of the Green Bay Police Department and their invaluable contributions and innovations in upholding justice, enforcing the rule of law, and protecting all.

Adopted _____

Approved _____

Mayor

Clerk

ZONING ORDINANCE NO. 12-20

**AN ORDINANCE REZONING PROPERTY LOCATED
AT 1748 MAIN STREET FROM GENERAL COMMERCIAL (C1) DISTRICT TO
HIGHWAY COMMERCIAL (C2) DISTRICT
(ZP 20-22)**

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning 1748 Main Street from General Commercial (C1) to Highway Commercial (C2), the following described property:

LOT 3 OF 62 CSM 161 BNG PRT OF LOT 5 ASTORS SUBD OF PC 3 TO 7 ESFR

Tax Parcel 21-1293

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

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

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

APPROVED:

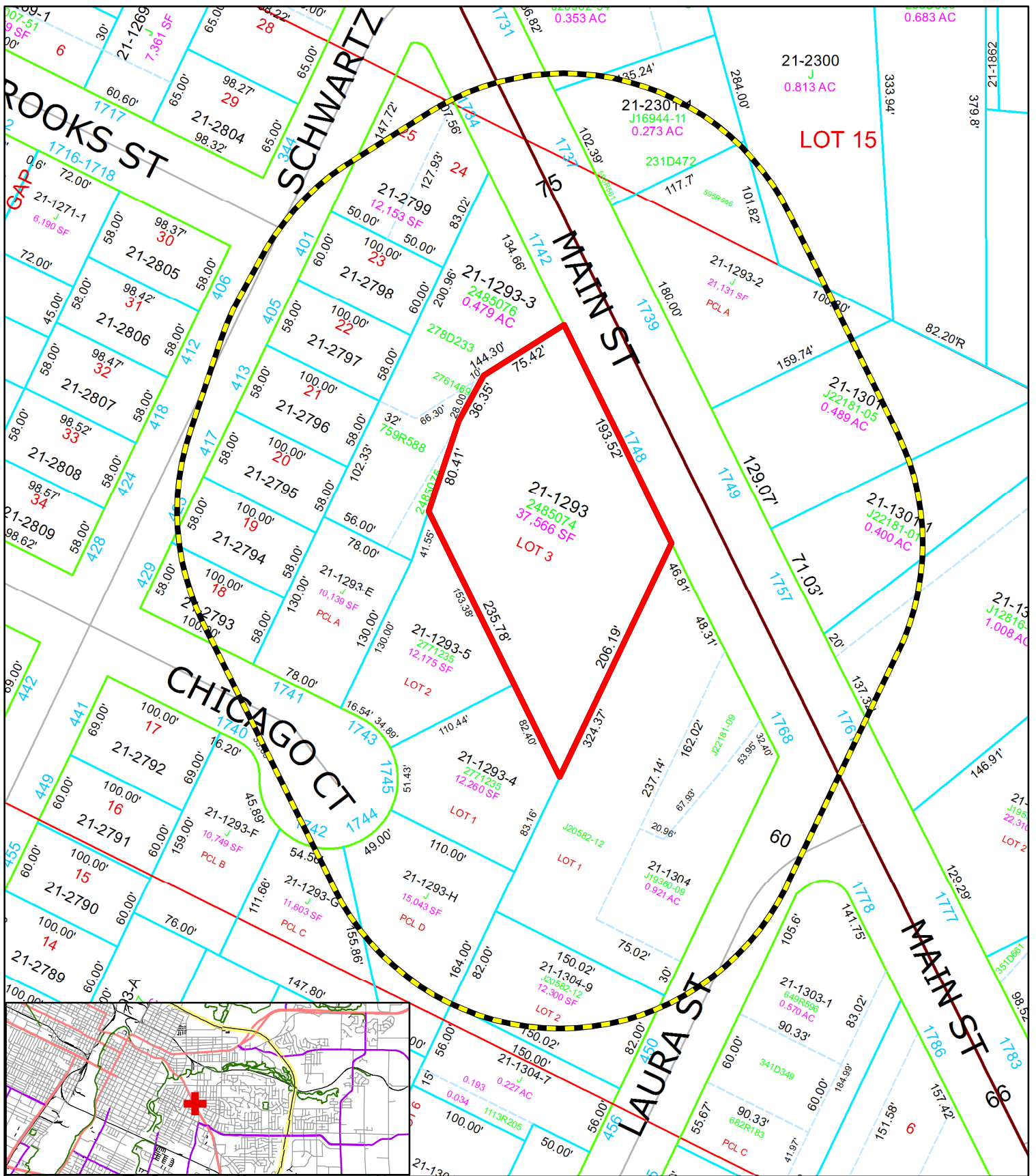
Mayor

ATTEST:

Clerk

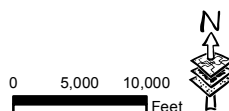
pn

Attachment – Map



Zoning Petition (ZP 20-22)
Proposed Rezoning
1748 Main Street

- Subject Area
- 200' Property Owner Notice



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



Report to the
Common Council
of the City of Green Bay

MEETING DATE

September 15, 2020

PREPARED BY

AGENDA ITEM # V.I

A request by Ald. Brian Johnson For consideration and possible action to initiate negotiation on the purchase of 2350 E Mason Street a/k/a East Town Mall.

<https://founders3.com/property/unique-redevelopment-opportunity/>

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None